



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, May 8, 2024
Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
INFORMATION HIGHLIGHTED IN YELLOW ARE ADDED OR REVISED
5. PRESENTATIONS / PROCLAMATIONS
 - 5.1. Legislative Update - Senator Pizzo
 - 5.2. Proclamation
Asian Pacific American Heritage Month
Global Love Day
Haitian Heritage Month
Jewish American Heritage Month
Mental Awareness Month
Municipal Clerks Week
Public Works Month
[May 2024 ASIAN PACIFIC AMERICAN HERITAGE MONTH](#)
[May 2024 Global Love Day Proclamation](#)
[May 2024 Haitian Heritage Month](#)
[May 2024 Jewish American Heritage](#)
[May 2024 Mental Awareness Month](#)
[May 2024 Municipal Clerks Week](#)
[May 2024 Public Works Week](#)
 - 5.3. Parks Master Plan - Beta Jones Group., Consultant Luis Betalleluz
[Parks Master Plan Project Kick off Meeting](#)
[Park Plan script edited](#)
[Park LWCF - FACTS ABOUT LWCF_ FY2022-2023](#)
[Park LWCF Grant Application Instructions Instructions FY2022-2023](#)
[Park Grant Award Agreement Original \(March 1995\)](#)
[The BetaJones Group - Town of Pembroke Park Master Parks Plan - Interactive Meeting](#)
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

9 - 18

19 - 114

Regular Commission Meeting

May 8, 2024

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7. CONSENT AGENDA

- 7.1. Approval of minutes - Town Clerk Martell 115 - 150
[03.13.2024- Regular Minutes-IG](#)
[03.26.2026 Special Minutes- IG](#)
[03.27.2024 Workshop Minutes - IG](#)
[04.05.2024 Special Minutes- IG](#)
[04.15.2024 EMERGENCY Minutes- IG](#)
[04.15.2024 SPECIAL Minutes - IG](#)
- 7.2. 2024 Conferences Update - Emergency Management Manager Louis 151 - 163
seeking approval of change of conference from F.A.C.E. to BOAF
[Agenda Item Report - AIR-24-070 - Pdf](#)
- 7.3. Salary Increase of Police Department records custodian position - 164 - 165
Interim Town Manager Ghany, Interim Police Chief Decoursey
Approval of salary increase.
[Agenda Item Report - AIR-24-072 - Pdf](#)
- 7.4. MS-ISAC convention - IT Director Pakula 166
Approve
[Agenda Item Report - AIR-24-064 - Pdf](#)
- 7.5. Evidence Software for Police - IT Director Pakula 167 - 211
We are still evaluating the software between Omnigo and PMI
[Agenda Item Report - AIR-24-075 - Pdf](#)
[IT addendum Evidence Software](#)
- 7.6. Pay employee \$2,461.00 for damages to his car by Town fence - Interim
Town Manager Ghany
- 7.7. Evidence Software for Police 212 - 250
We are still evaluating the software between Omnigo and PMI
[Agenda Item Report - AIR-24-075 - Pdf](#)

8. RESOLUTIONS

- 8.1. **RESOLUTION NO. 2024-006** - Planning Consultant Vonder Meulen 251 - 273
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, **APPROVING SIGN VARIANCE**
APPLICATION NO. 24-SV-01 AND GRANTING THREE (3) SIGN
VARIANCES FOR THE PROPERTY LOCATED AT 1730 S.W. 30th
AVENUE, PEMBROKE PARK, FLORIDA; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN

EFFECTIVE DATE.

[2024-006 Express Roofing Sign Variance](#)

[1 Staff Report](#)

[2 - Application](#)

[3 - Justification Letter](#)

[4 - Renderings](#)

[5-Boundary Suvey](#)

[6-Legal Description](#)

[7-Warranty Deed](#)

- 8.2. **RESOLUTION NO. 2024-007 - Planning Consultant Vonder-Meulen** 274 - 286

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING SIGN VARIANCE APPLICATION NO. 24-SV-02 AND GRANTING TWO (2) SIGN VARIANCES FOR THE PROPERTY LOCATED AT 3187 WEST HALLANDALE BEACH BOULEVARD, PEMBROKE PARK, FLORIDA;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[2024-007 REVISED Reso \(Seneca Self Storage Sign Variance](#)

[Planner Rev 001 - Sign Variance Staff Report](#)

[Planner Rev 002-Sign Variance Application Form](#)

[Planner Rev 003-Letter of Intent Justification](#)

[Planner Rev 004-Proposed Wall Sign Plan](#)

[Planner Rev 005-APPROVED Elevations_SPA DO Latest-Reference Only](#)

[Planner Rev 006-SURVEY](#)

- 8.3. **Amnesty Program - Town Attorney Horowitz** 287 - 289

RESOLUTION NO. 2024-005

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **PROVIDING FOR THE EXTENSION OF THE AMNESTY PROGRAM GUIDELINES FOR PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE THROUGH JANUARY 31, 2026;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[2024-005 Extension of Amnesty Program](#)

9. ORDINANCES 1ST READING

- 9.1. **FDOT** 290 - 311

ORDINANCE NO. 2024-006

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA; **AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES ENTITLED "ZONING"; AMENDING ARTICLE V ENTITLED "NONCONFORMING USES" TO CREATE SECTION 28-347 ENTITLED "NONCONFORMING USES CREATED BY GOVERNMENTAL ACQUISITIONS OF PRIVATE PROPERTY";**

PROVIDING FOR DEFINITIONS; PROVIDING FOR ADOPTION OF A POLICY AND PROCEDURE CONCERNING NON-CONFORMITIES CREATED BY GOVERNMENTAL ACQUISITION OF PRIVATE PROPERTY INCLUSIVE OF A VARIANCE MECHANISM TO CURE NONCONFORMITIES; PROVIDING THE TOWN MANAGER OR TOWN MANAGER'S DESIGNEE TO TAKE NECESSARY STEPS TO ENFORCE APPLICABLE BUILDING AND SAFETY CODES ON PROPERTIES THAT ARE SUBJECT TO A PENDING GOVERNMENTAL ACQUISITION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

[FDOT resolution 2023-027 FDOT Executed 2024-006 Eminent Domain - FDOT](#)

- 9.2. Proposed Charter Amendment - Town Attorney Horowitz

312 - 330

ORDINANCE NO. 2024-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM A REVISED TOWN CHARTER FOR THE TOWN OF PEMBROKE PARK WHICH, IF APPROVED BY A MAJORITY OF THE QUALIFIED ELECTORS OF THE TOWN VOTING IN SUCH REFERENDUM ELECTION, WOULD REPLACE, IN ITS ENTIRETY, THE EXISTING THE CHARTER OF THE TOWN APPROVED BY THE FLORIDA LEGISLATURE AS CH. 59-1722, LAWS OF FLORIDA, FILED ON JUNE 20, 1959, AS AMENDED; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK, ON THE NOVEMBER 5, 2024 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[2024-005 Charter Amendment - Amended Charter 2024-005 ATTACHMENT Pembroke Park Charter](#)

10. ORDINANCES 2ND READING

- 10.1. Rotation of positions - Clerk Commissioner Hodgkins

331 - 336

ORDINANCE NO. 2024-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE TOWN OF PEMBROKE PARK AT SECTION 9, ENTITLED "TOWN COMMISSION;" PROVIDING FOR THE ANNUAL APPOINTMENT AND ROTATION OF THE MAYOR-COMMISSIONER, VICE-MAYOR COMMISSIONER, AND CLERK-COMMISSIONER BY THE MEMBERS OF THE TOWN COMMISSION; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK,

ON THE NOVEMBER , 2024 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Propose that positions are rotated in order for all Commissioners to have the opportunity to serve in the different capacities.

[Agenda Item Report - AIR-24-028 - Pdf](#)
[2024-002 REVISED CHARTER](#)

- 10.2. Town Charter Positions - Mayor Mohammed 337 - 342

ORDINANCE 2024-003

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE TOWN OF PEMBROKE PARK AT SECTION 15, ENTITLED "CREATION OF DEPARTMENTS;" ESTABLISHING THE POSITIONS OF TOWN MANAGER, TOWN CLERK, PUBLIC WORKS DIRECTOR, BUILDING OFFICIAL, TOWN ATTORNEY, FINANCE DIRECTOR, TOWN PLANNER AND CHIEF OF POLICE AS CHARTER OFFICERS ENGAGED BY AND REPORTING DIRECTLY TO THE TOWN COMMISSION; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK, ON THE NOVEMBER 5, 2024 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.Town Chartered Positions - Mayor Mohammed

To delineate positions in the charter for chartered positions clearly.

[Agenda Item Report - AIR-24-039 - Pdf](#)
[2024-003 CHARTER POSITIONS REVISED](#)

11. NEW BUSINESS

- 11.1. HR Report - Mayor Mohammed 343 - 358

[HR Consulting Report #1- 05 06 2024](#)
[HR Chief Building Official Review](#)
[HR Town Planner Review](#)

- 11.2. Filling of previous advertised vacant positions - Mayor Mohammed 359
Assistant Town Manager
Building Official
Contracts Administrator
Town Planner

- To fill positions.
[Agenda Item Report - AIR-24-086 - Pdf](#)
- 11.3. Promotional Goods not to exceed \$5,000.00 - Mayor Mohammed 360
- Give approval to order/purchase misc. items with Town Logo
[Agenda Item Report - AIR-24-067 - Pdf](#)
- 11.4. LED Monument - Mayor Mohammed 361 - 362
- To be more transparent with Town information
[Agenda Item Report - AIR-24-066 - Pdf](#)
[Monument sign](#)
- 11.5. Broward County MPO Municipal Surtax Capital Project PPRK-010 - Interim Town Manager Ghany 363 - 392
[Agenda Item Report - AIR-24-076 - Pdf](#)
- 11.6. Rate Increase Letter - Interim Town Manager Ghany 393
[PS FY25 Clerical Rate Increase Pembroke Park GPS](#)
- 11.7. Otis Elevator - door lock monitoring - Interim Town Manager Ghany 394 - 419
- We are recommending approval.
[Agenda Item Report - AIR-24-077 - Pdf](#)
- 11.8. Miami Dade Contract - Interim Town Manager Ghany 420 - 449
[PS MD 230157min](#)
[PS MD Constract Roadmap](#)
[PS MD Contract Piggyback Cont w. AWC Inc. Telemetry](#)
[PS 01.16.2024](#)
[PS MD Roadmap - RTQ-00620](#)
[PS MiamiDade WASD Contract RTQ-00620](#)
- 11.9. Shutts & Bowen invoices total \$36,576.00 - Interim Town Manager Ghany 450 - 472
[May 7, 2024 INVOICE](#)
[Invoices for S&B 3 pending](#)
[Invoice S&B 05 07 2024](#)
- 11.10. [LifeLock - Interim Town Manager Ghany](#) 473
[LIFELOCK Pembroke Park Quote 60 People](#)
- 11.11. Grammarly Software for Town - IT Director Pakula 474 - 476
- Approve software
[Agenda Item Report - AIR-24-081 - Pdf](#)

11.12.	Rough book for Police Evidence - IT Director Pakula	477 - 479
	Approve Purchase Agenda Item Report - AIR-24-082 - Pdf	
11.13.	New computers - IT Director Pakula	480 - 482
	Agenda Item Report - AIR-24-083 - Pdf	
12.	DISCUSSION	
12.1.	Sunshine Law Requirements - Mayor Mohammed	483 - 485
	Agenda Item Report - AIR-24-085 - Pdf	
12.2.	Adoption of an Ordinance - Clerk Commissioner Hodgkins	486 - 498
	Discussion and possible action to direct the Town Attorney's Office to draft an ordinance defining "in charge thereof" as referenced in Sec. 15 of the Town Charter and establishing a "non-interference" policy for the Town thereby requiring the Town Commission to work through the Town Manager on all interactions with Town Staff. Agenda Item Report - AIR-24-084 - Pdf	
12.3.	Commission Payroll Change - Commissioner Jacobs	499 - 501
	Jacobs Commission payroll change	
13.	ATTORNEY REPORTS	
13.1.	Chief of Police Dabney Donovan Hearing for continuance on the Thursday, May 16th Special Commission meeting at 6:30 PM - Town Attorney Horowitz	502 - 508
	TA Chief Dabney Donovan	
14.	TOWN MANAGER REPORTS	
15.	TOWN CLERK COMMENTS	
15.1.	House keeping items: Summer hiatus Town Clerk going on vacation Position open	
16.	ADJOURNMENT	
17.	COMMISSION REPORTS Commissioner Jacobs Acting Clerk Commissioner Kashem Clerk Commissioner Hodgkins Vice Mayor Morrisette Mayor Mohammed	
18.	ANNOUNCEMENTS	

- 18.1. Special Commission meeting, Thursday, May 16, at 6:30 PM
Workshop Commission meeting, Wednesday, May 22 at 7:00 PM
Regular Commission meeting, Wednesday, June 12 at 7:00 PM
Juneteenth - Town Hall Closed

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Food Give Away, Saturday, June 1, from 9 am to noon at Preserve Park

[Full Flyer](#)

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



TOWN OF PEMBROKE PARK PROCLAMATION

ASIAN AMERICAN AND PACIFIC ISLANDER MONTH

WHEREAS: Asian American and Pacific Islander (AAPI) Heritage Month is a monthlong commemoration of the history and achievements of Asian Americans, Native Hawaiians, and Pacific Islanders in the United States. AAPI Heritage Month takes place each year in May, which was permanently designated for the commemoration in 1992 by President George H.W. Bush. President Barack Obama changed the tribute's name to Asian American and Pacific Islander Heritage Month in 2009.

WHEREAS: The U.S. Census Bureau defines Asian as "a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for Example: Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam." Native Hawaiian or Other Pacific Islander is defined as "a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands." Asian cultural values and beliefs include collectivism, conformity to norms, deference to authority, emotional self-control, family recognition through achievement, filial piety, humility, hierarchical relationships, and avoidance of shame.

WHEREAS: Asian American and Pacific Islander Heritage Month occurs in May to commemorate two important dates in Asian American history. On May 7, 1843, the first Japanese immigrants arrived in the United States, and May 10, 1869, marked the completion of the transcontinental railroad, which many Chinese immigrants helped build. These dates were also the focus of the initial Asian/Pacific American Heritage Week established in 1978. In the 1850s, Chinese workers migrated to the United State, first to work in the gold mines, but also to take agricultural jobs, and factory work, especially in the garment industries.

WHEREAS: the Town of Pembroke Park Commissioners condemn anti-Asian hate crimes across the country, including incidents of anti-Asian bias, xenophobia, harassment, and violence since the start of the COVID-19 pandemic; and

AND as we combat xenophobia, hate, and discrimination against the Asian American & Pacific Islander communities, we must not forget the 120,000 Japanese Americans who were unjustly imprisoned during World War II resulting in one of the most shameful chapters in American history.

NOW, THEREFORE WE, Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner Bill 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 month of May as;

Asian American and Pacific Islander Month

Dated this 8th day of May 2024.

Ashira Mohammed Mayor

Erik Morrisette Vice Mayor

William R. Hodgkins Clerk Commissioner

Musfika Kashem Acting Clerk Commissioner

Geoffrey Jacobs Commissioner



**TOWN OF PEMBROKE PARK
PROCLAMATION
GLOBAL LOVE DAY**

WHEREAS, *The Love Foundation, Inc., a non-profit organization, has announced GLOBAL LOVE DAY to facilitate in establishing love and peace on our planet;*

Whereas, *GLOBAL LOVE DAY will establish a worldwide focus towards "unconditionally loving each other as we love ourselves";*

Whereas, *we are One Humanity on this planet;*

Whereas, *all life is interconnected and interdependent;*

Whereas, *all share in the universal bond of love;*

Whereas, *love begins with self-acceptance and forgiveness;*

Whereas, *with respect and compassion we embrace diversity;*

Whereas, *together we make a difference through love;*

Whereas, *The Love Foundation, Inc. invites mankind to declare May 1ST, 2024 as GLOBAL LOVE DAY, a day of forgiveness and unconditional love. GLOBAL LOVE DAY will act as a model for all of us to follow, each day;*

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 May 1ST, 2024 as GLOBAL LOVE DAY;*

GLOBAL LOVE DAY

Dated this 8th day of May 2024.

Ashira Mohammed Mayor

Erik Morrisette Vice Mayor

William R. Hodgkins Clerk Commissioner

Musfika Kashem Acting Clerk Commissioner

Geoffrey Jacobs Commissioner



TOWN OF PEMBROKE PARK
PROCLAMATION

HAITIAN HERITAGE MONTH

WHEREAS, the recorded history of Haiti began on s December 1492 when the European navigator Christopher Columbus happened upon a large island in the region of the western Atlantic Ocean that later came to be known as the Caribbean and.,

WHEREAS, in 1862, The United States recognizes Haiti as a republic when President Abraham Lincoln was in office. and.,

WHEREAS, the first president of Haiti was Jean Jacques Dessalines (1758 -1806). Dessalines was the leader of the Haitian Revolution, and later ruled the country when it became Independent. He renamed the island Haiti and crowned himself Emperor Jacques I of Haiti. and;

WHEREAS, initially named Hispaniola Haiti pronounced "Ayiti" means land of high mountains. The name was given by the native habitants of the island and.,

WHEREAS, Haiti's capital, Port-Au-Prince, was founded in 1749 and named for the Prince, a French ship anchored in the bay and.,

WHEREAS, Ertha Pascal Trouillot was the first woman president of Haiti was from 1990 to 1991, she was the provisional President of Haiti for 11 months. She was the First woman in Haitian history to hold that office. and,

WHEREAS, Haitian Heritage Month is a celebration in the United States, of Haitian heritage and culture. It was first celebrated in Boston, Massachusetts, in 1998. and.,

WHEREAS, Haitian Flag Day is a Haitian holiday to celebrate the creation of the Flag of Haiti and revolution in Haiti that got its people freedom from France, ... The day is observed in numerous cities of the US that have a large Haitian population.

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 month of March as;

Haitian Heritage Month

Dated this 8th day of May 2024.

Ashira Mohammed Mayor

Erik Morrisette Vice Mayor

William R. Hodgkins Clerk Commissioner

Musfika Kashem Acting Clerk Commissioner

Geoffrey Jacobs Commissioner



**TOWN OF PEMBROKE PARK
PROCLAMATION**

JEWISH AMERICAN HERITAGE MONTH

WHEREAS, Jewish immigrants to America, ever since their first arrival to our shores in the 16th century, have played a central role in the creation, growth, freedom, prosperity, and strength of the United States of America;

WHEREAS, the biblical and contemporary history of the Jewish people and the enduring values of the Jewish faith were vital sources of inspiration for the founding of the United States, the Civil Rights movement, America’s global leadership in the cause of freedom, Americans’ commitment to social justice, and many of our Country’s most central tenets;

WHEREAS, through core Jewish beliefs such as the creation of man in the image of God, the infinite value of every human life, the need for a weekly Sabbath, and the importance of education in the lives of children, the Jewish community has helped to define America’s character and values;

WHEREAS, following the rebirth of Zionism and the miraculous return of the Jewish people to the Jewish homeland, the United States was the first country in the world to recognize the State of Israel in 1948, and over the years has developed a deep friendship and unbreakable alliance with the State of Israel based upon shared values and mutual interests;

WHEREAS, the State of Israel in the last few decades has emerged as a beacon of freedom and prosperity and a world leader in technology, agriculture, water conservation, medicine, and all manner of innovation;

WHEREAS, since 2006, every President of the United States has declared a period for celebrating the contributions to the United States of the Jewish community’s history, heritage, and culture. The month of May has been Presidentially declared to be Jewish American Heritage Month, pursuant to a bipartisan resolution of Congress;

“PROCLAIM LIBERTY THROUGHOUT ALL THE LAND UNTO ALL THE INHABITANTS THEREOF” - Leviticus 25:10

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 month of May as;

JEWISH AMERICAN HERITAGE MONTH

Dated this 8th day of May 2024.

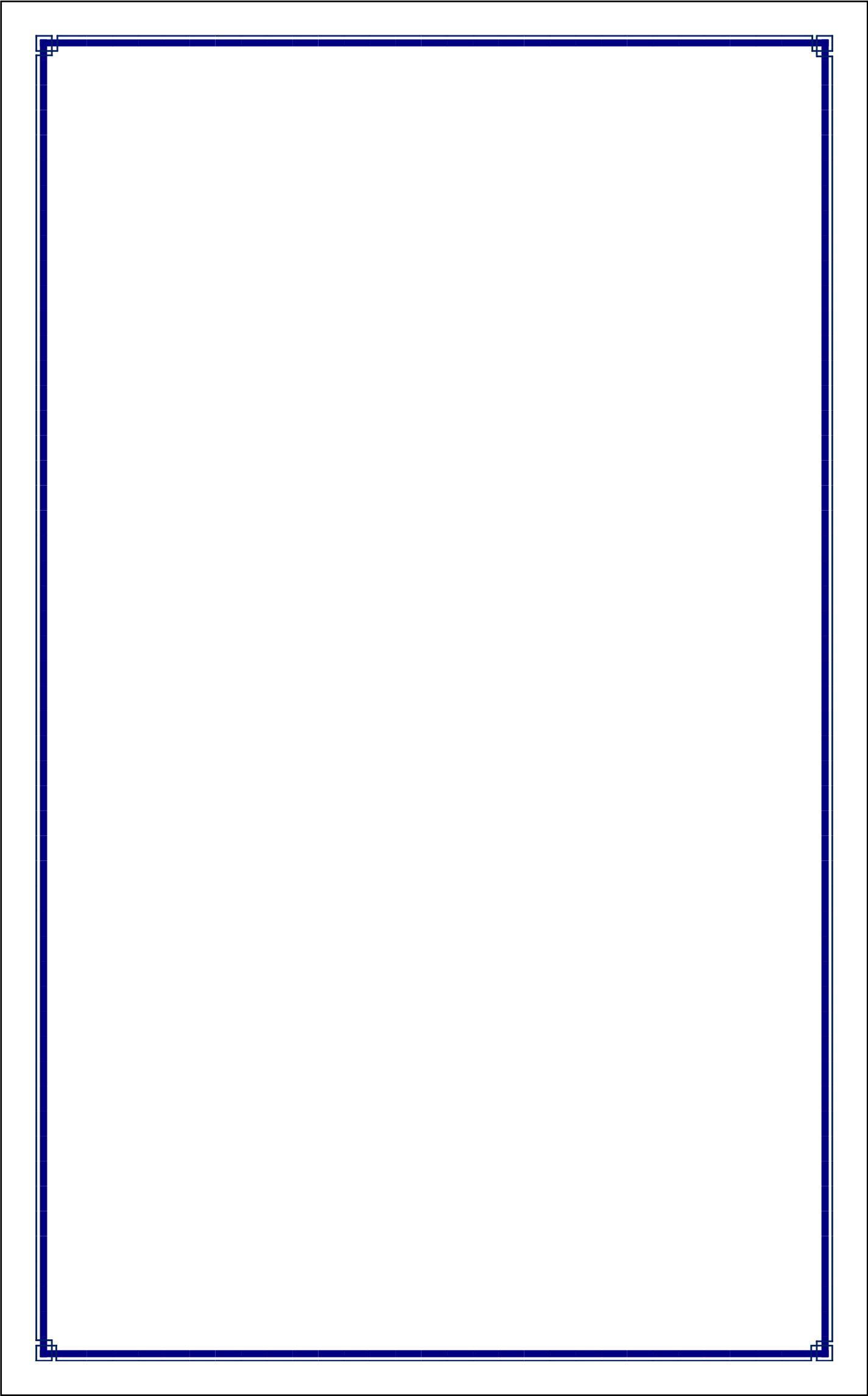
Mayor Ashira Mohammed

Vice Mayor Erik Morrisette

Clerk Commissioner William R. Hodgkins

Acting Clerk Commissioner Musfika Kashem

Commissioner Geoffrey Jacobs





**TOWN OF PEMBROKE PARK
PROCLAMATION**

MENTAL AWARENESS MONTH

WHEREAS, mental health is a critical component of overall health and well-being, and;

WHEREAS, approximately one in five adults in the United States experiences mental illness each year;

WHEREAS, mental illness can affect anyone, regardless of race, gender, or socioeconomic status;

WHEREAS, promoting mental health through prevention, early identification, and intervention is essential to overall well-being and quality of life;

WHEREAS, access to mental health services and resources is crucial for those who experience mental health conditions or other forms of mental distress;

WHEREAS, the stigma surrounding mental illness can create barriers to accessing care and can negatively impact individuals and their families, and,

WHEREAS, the month of May has been recognized as Mental Health Month since 1949, providing an opportunity for raising awareness about mental health issues and demonstrating support for individuals and families affected by mental illness;

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 month of May as **MENTAL AWARENESS MONTH**;

Mental Health Awareness Month

Dated this 8th day of May 2024.

Ashira Mohammed Mayor

Erik Morrisette Vice Mayor

William R. Hodgkins Clerk Commissioner

Musfika Kashem Acting Clerk Commissioner

Geoffrey Jacobs Commissioner



TOWN OF PEMBROKE PARK PROCLAMATION

CELEBRATE MUNICIPAL CLERKS WEEK OF MAY 5 – MAY 22, 2024

WHEREAS, the Town of Pembroke Park on May 8, 2024, resolves that the week of May 5 - May 22, 2024, is designated as "Municipal Clerks Week," a weeklong event aimed at increasing the public's awareness of Municipal Clerks and the vital services they provide for local government and the community.

WHEREAS, this year's event marks the 55th anniversary of Municipal Clerks Week. The proclamation extends appreciation to all Municipal and Deputy Clerks for the services they provide to their communities. Specifically, the proclamation cites that the clerk "serves as the professional link between the citizens, the local governing bodies and agencies of government at other levels."

WHEREAS, this year's event marks the 55th anniversary of Municipal Clerks Week. The Municipal Clerk is one of local government's oldest positions, most people don't know or realize what we do or how important our role is to our communities and the work of our local governments. "So, this week is an excellent opportunity to not only help educate the public and raise awareness of this profession but also to celebrate Municipal Clerks everywhere and recognize their dedicated service to our communities. "

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 May 5th to May 22nd, 2024, as MUNICIPAL CLERKS WEEK.

Municipal Clerks Week

Dated this 8th day of May 2024.

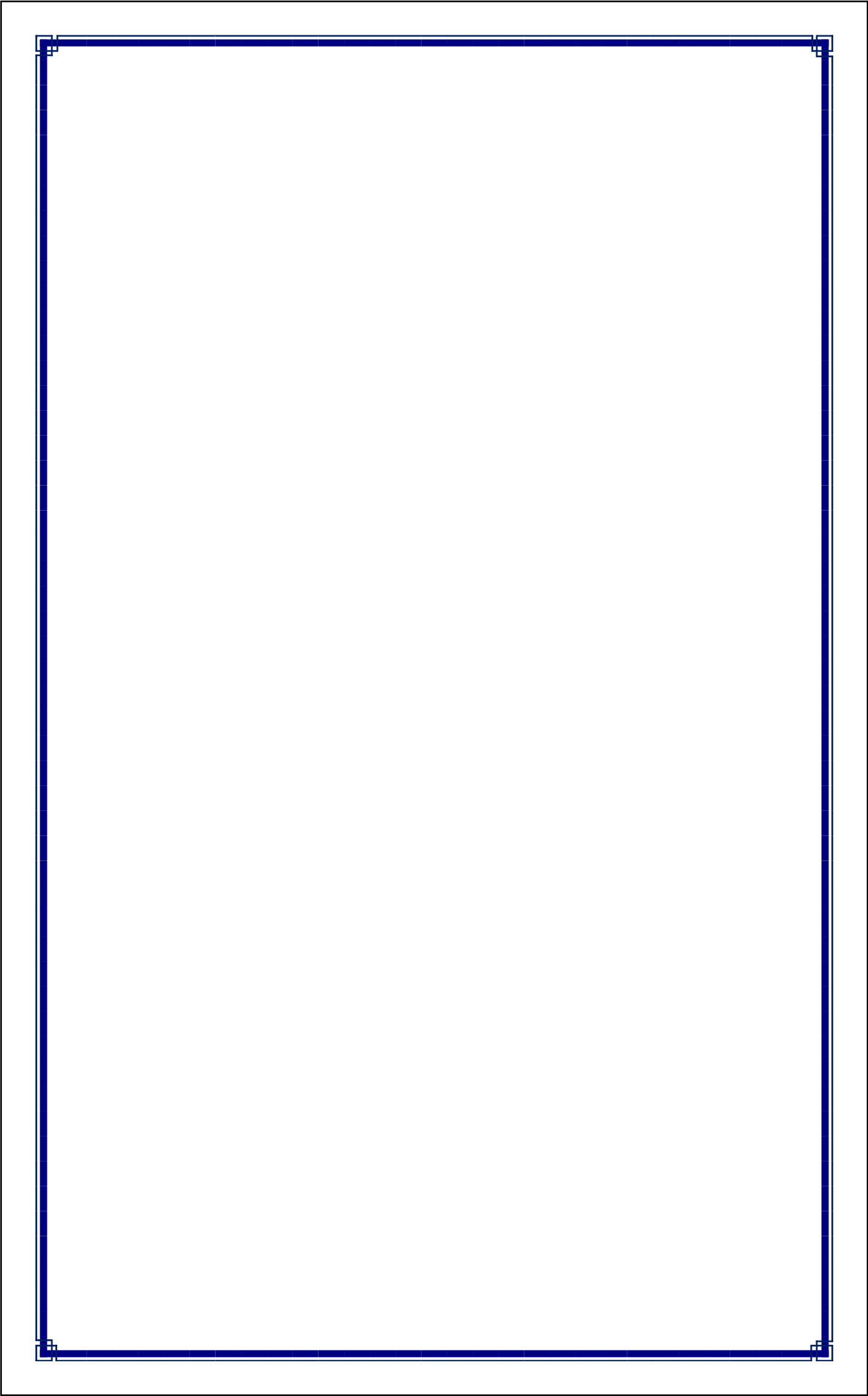
Ashira Mohammed Mayor

Erik Morrisette Vice Mayor

William R. Hodgkins Clerk Commissioner

Musfika Kashem Acting Clerk Commissioner

Geoffrey Jacobs Commissioner





**TOWN OF PEMBROKE PARK
PROCLAMATION**

**National Public Works Week May 19-25, 2024
"Connecting the World Through Public Works"**

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the Town of Pembroke Park; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the Town of Pembroke Park to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/ Canadian Public Works Association be it now,

***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 May 19 – 25, 2024 as National Public Works Week. Paying tribute to our public works professionals recognizing the substantial contributions they make to protecting our national health, safety, and quality of life;*

National Public Works Week

Dated this 8th day of May 2024.

Ashira Mohammed Mayor

Erik Morrisette Vice Mayor

William R. Hodgkins Clerk Commissioner

Musfika Kashem Acting Clerk Commissioner

Geoffrey Jacobs Commissioner



April 19, 2024

Town of Pembroke Park
ATTN: Mayor Ashira Mohammed
ATTN: Vice-Mayor Eric Morrisette
ATTN: Mr. Geoffrey Jacobs, Commissioner
ATTN: Mr. William R. Hodgins, Clerk Commissioner
ATTN: Ms. Musfika Kashem, Acting Clerk Commissioner
CO: Mr. Aleem Ghany, P.E. Town Manager
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

**Re: Town of Pembroke Park: 2024 Pembroke Park - Parks Master Plan
The BetaJones Group, Inc. Proposal No. 24123**

Kick-off Meeting Agenda

I. PROJECT DESCRIPTION

On May 15, 2022, the Town of Pembroke Park contracted The BetaJones Group under a CCNA Civil Engineering Consultant Services Contract.

On March 27, 2024, the Client contacted the Consultant describing the project scope. The Town of Pembroke Park seeks to obtain a Parks Master Plan for the Town. Currently the Town has 2 Parks:

1. Raymond P. Oglesby Preserve – Approximately 18.75 Acres located at 3115 SW 52nd Avenue, Pembroke Park Florida 33023.
 - a. Planned Improvement – Add an Amphitheatre
 - b. Planned Improvement – Replacement of the Tot's Lot
 - c. Planned Improvement – Renovation or Demo and Build of the Public Works / Parks Building at the Entrance
 - d. Planned Improvement – Add an Splash Pad
 - e. Planned Improvement – Keep the Plant Nursery
 - f. Planned Improvement – Highlight of the Memorial Area
 - g. Other Improvements to be discussed with the town.
2. Howard P. Clark Sr. Linear Park – located at 2901 SW 25th Street, Pembroke Park FL 33009
 - a. A Secondary Strip of this Park is located along a lake within the residential neighborhood on the west side of SW 31st Place just north of SW 25th Street
 - b. Planned Improvement – Demolition of the Existing Bathroom Building's Area
 - c. Planned Improvement – Add a small Government Office Meeting Area / Building
 - d. Other Improvements to be discussed with the town.

II. PROJECT GOALS

1. Parks Master Plan to show a conceptual layout of the agreed upon improvements set forth by the Town's Commission.
 - a. Graphics of All Planned and Optional Improvements
 - b. General Site Plan Investigations to determine infrastructure Improvements and/or Obstacles
 - c. Site Development General Requirements arising out of Park Improvements (i.e. Parking, Bathrooms, drainage, building elevations, infrastructure improvements)

2. Parks Master Plan Report to include.
 - a. An Introduction Section
 - i. Town's History
 - ii. Parks' History
 - b. Parks' Existing Conditions and Amenities
 - c. The Town's Vision
 - d. The Town's Planned Vision of Each Park
 - e. Parks' Proposed Improvements
 - f. Engineer's Opinion of Probable Costs
 - g. Phased Construction and Estimated Probable Design, Permitting, and Construction Timelines

III. PROJECT TIMELINE

IV. PROJECT OPINION OF PROBABLE COST

V. PROJECT DELIVERABLES

1. A Mater Plans Report
2. Master Plans Construction Sized Plans
 - a. Park Layout Master Plan – Black and White with Proposed Improvements (2 Options)
 - b. Park Layout Master Plan – Color with Proposed Improvements (2 Options)
 - c. 3D Colored Sketch of Master Plan
 - d. 3D Colored Sketch of Key Improvements points

Raymond P. Oglesby Preserve Park Improvement Project

THE GRANT

- The Land & Water Conservation Fund Program provides Grants to local governments to develop land for public outdoor recreation use.
- The LWCF Grant is anticipated to open in November 2024 & is available by the U.S. Department of the Interior, National Park Service and administered by the Florida DEP.
- The maximum grant amount from the Program is \$1.5 M with a 50% match requirement from the local government (EXAMPLE: If total project cost is \$3M; the Program will award \$1.5M to the local government & the local government would contribute \$1.5)
- Value of donated land owned by the local government can be used as the match with pre-approval from the DEP. Pembroke Park could be pre-approved.
- The grant will cover:

Recreation areas & facilities	Lighting
Picnic areas	Parking
Trails	Restrooms
Ball fields*	Concession buildings
Tennis & basketball courts*	Landscaping
Playgrounds	
- There is a 3-year completion time that begins with the signing of the award agreement.
- Pre-Development cost would include: cost for project plans prepared & certified by an engineer or architect registered in the state of Florida, environmental assessments for wildlife preservation (6 months), site pre-construction cost, etc.

*These elements are prohibited under the Florida Communities Trust agreement

*** Pre-Development cost for this Project is estimated at \$50,000.

*** Environmental Assessments must commence by June 2024

THE PROJECT PLAN

- i. Preserve Lighting Project:** This item is for engineering design services for the construction of lighting improvement and upgrades at the Preserve. **New LED lighting fixtures** will be installed throughout the Preserve, which will provide an additional measure of illumination and safety. **The estimated cost for these lighting upgrades and engineering is \$250,000. (LWCF) + (CDBG)**
- ii. Concession & Restroom Facility at Preserve (West Side):** This project includes the design and construction of a **new restroom facility located on the west side of the Preserve**. This feature will add to the convenience and enjoyment of the Preserve by the Town residents' that utilize the Park. **The estimated cost for this facility is \$285,000. (LWCF)**
- iii. Capital Improvements for Wellness Program:** This project includes **upgrades to the exercise equipment at each Trail Station as a part of the Wellness Program with upgraded Trail resurfacing**. This attribute will add to the enjoyment of the Preserve by the Town residents' that utilize the Park. **The estimated cost for this equipment is \$50,000. (LWCF)**
- iv. Relocation of Preserve Kid Lot:** This project is to **relocate the Kids Lot in close proximity to the existing Tot Lot**, which will add to the enjoyment of the Preserve by the Town residents and children that utilize the Park. **The estimated cost for this is \$55,000. (LWCF)**
- v. Machinery, Equipment, Vehicles, Trucks:** **General maintenance and replacements costs for vehicles, mowers, trimmers used in the day-to-day maintenance operations**. **Estimated budgeted costs are \$125,000. (Town Budget)**
- vi. The Parthenon at Preserve Park (Amphitheater):** A semicircular, open-air, **covered structure with stage**, extends the Preserve's "recreation only" park into a fully cultural & recreational epicenter within walking distance of all residential & commercial areas of Town. **The structure's multiple usages include, concerts, theater, movie screenings and other performances and gatherings**. **Estimated costs for facility build out is \$2.1M. (LWCF)**
- vii. Splash Pad at Preserve Park:** **A Splash Pad** is an automated colorful area where water is dispersed through varied hoses and buckets with very little standing water, offering a safe environment in which children can play without the risk of drowning. Many design options and theming opportunities offer universal accessibility for all types

of physical abilities. These options can help the Town tie into existing design elements, or create a new sense of place. Cost varies based on size, design, water accessories, etc. **The Towns estimated investment will not exceed \$75,000. (LWCF) + (future FRDAP grants for expansion or upgrades).**

viii. Fitness Court at the Preserve: One of the main facilities coming to the Preserve is a **Fitness Court, a purpose-built recreational environment made for calisthenics, isometric & weight bearing exercises, with ADA standard access.** Most projects are rarely more than \$85.00 per square foot sometimes as low as \$55.00 per square foot. The average cost is approximately \$65.00 per square foot. A 1000 square foot Fitness Court will be \$65,000, (this doesn't include equipment) and will support ample users simultaneously. **The Town's estimated investment will not exceed \$100,000. (LWCF) + (future FRDAP grants for upgrades).**

ix. Social Hubs/Picnic Pavilions (4): Additional **covered pavilions are included in the design plan to encourage more outdoor activity & usage while providing protection from the elements.** Existing pavilions will be upgraded for uniformity and new pavilions will be placed throughout the park. **Estimated cost of 4 pavilions and upgrades to existing structures will not exceed \$150,000. (LWCF) + (future FRDAP grants)**

x. Landscaping: In keeping with the historical traditions of the Town known for its nurseries in its past, **landscape upgrades** and assorted specimens **added to Park foliage will commemorate the Town's traditions while providing shade** & fostering an aesthetically serene environment. **Estimated costs is 150,000. (LWCF)**

xi. Gradient Surfacing: **Installation of environmental gradient** in specified areas to allow parking without committing to permanent asphalt and designates areas for festival vehicles like food trucks.

xii. Expanded Usage: Currently the Preserve is utilized for holiday gatherings and food distributions. Project upgrades will designate the Preserve as the "Epi-center" of our community, fostering a recreational, cultural and wellness environment.

Florida Department of Environmental Protection
Land and Water Conservation Fund Program
FACTS ABOUT LWCF

WHAT IS THE LAND AND WATER CONSERVATION FUND PROGRAM?

The Land and Water Conservation Fund Program (LWCF) is a competitive program that provides grants for acquiring or developing land for public outdoor recreational use. LWCF is a reimbursement grant program.

HOW IS LWCF ADMINISTERED?

The program is administered by the Florida Department of Environmental Protection (DEP) on behalf of the U.S. Department of the Interior, National Park Service (NPS). The Program is governed according to Florida Statutes (F.S.), Florida Administrative Code (F.A.C.) and the LWCF Grants Manual. **In accordance with the LWCF Act, available program funds are contingent upon an annual appropriation to each state by Congress.**

WHO MAY APPLY FOR LWCF FUNDS?

All local governmental entities with the legal responsibility for the provision of outdoor recreational sites and facilities for the use and benefit of the public.

HOW DO I APPLY?

Applicants must submit a completed LWCF grant application, contain both the required State and Federal documentation, during an announced submission period. Applicants may submit only one application during the submission period and the application may contain no more than one project site except for sandy beach access sites.

WHAT IS THE MAXIMUM GRANT AMOUNT?

The maximum grant amount ACQUISITION PROJECTS not to exceed \$1.5 million.
The maximum grant amount DEVELOPMENT PROJECTS not to exceed \$1.5 million

WHAT IS THE LWCF MATCHING RATIO?

The matching ratio is one applicant dollar to one federal dollar for all LWCF grant awards (50% / 50%).

WHAT CAN I USE TO MATCH A LWCF GRANT?

Cash; In-kind services; Value of donated real property in the ratio required to be added to the LWCF funds by the grantee for the project cost which must be pre-approved by DEP.

WHAT MAY LWCF FUNDS BE USED FOR?

Development: Outdoor recreation areas and facilities such as beaches, picnic areas, trails, ball fields, tennis and basketball courts and playgrounds, along with associated support facilities such as lighting, parking, restrooms and landscaping. Enclosed buildings and structures (except restrooms, restroom/concession buildings and bathhouses) are ineligible.

Acquisition: Land for outdoor recreation purposes. No pre-acquired site.

MUST AN APPLICANT OWN THE PROJECT SITE?

For development projects, the applicant must own the project site or lease it from a public agency by the closing date of the application submission period. Land owned or leased by the applicant must be dedicated in perpetuity as a public outdoor recreation area.

Florida Department of Environmental Protection
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FACTS ABOUT LWCF

SITE CONTROL:

- 1) **For land owned by the applicant**, submit a copy of the recorded warranty deed that conveyed title to the property, including any attachments. If the property was dedicated via plat, submit a copy of the recorded plat. If there are multiple parcels, submit the deed for each parcel, a map of the parcels, and connect the deeds and the map with reference numbers linking the deed to the relevant parcel. If the property or a portion of it was conveyed by quit claim deed, you will also need to submit an attorney's opinion of title with a title search covering a minimum of 30 years.
- 2) **For land leased by the applicant**, submit a copy of the lease or management agreement. The lease must have a minimum of 30 years remaining on the lease, allow the applicant to dedicate the property, and not be revocable at will. Include all documents. (e.g., deed, lease, etc.)

HOW ARE LWCF GRANTS AWARDED?

Each application is reviewed to determine eligibility. DEP evaluates each eligible application according to the Florida Administrative Code and the LWCF Manual and assigns a final score. Based on the scores, DEP prepares and submits a recommended priority list to the Secretary of the DEP for approval. State approved projects are then submitted to the U.S. Department of the Interior, National Park Service for final review and award.

IF AN APPLICANT IS AWARDED LWCF FUNDS, WHAT ARE THE MAJOR REQUIREMENTS?

Project Agreement: DEP and the grantee will enter into an agreement setting forth conditions consistent with DEP policy, Florida Statutes, Florida Administrative Code, Code of Federal Regulations and the LWCF Manual.

Completion Time: The National Park Service provides the period of performance for each project.

Payment Schedule: Grantees will receive LWCF funds on a reimbursement basis.

Project Plans: Development projects shall have final plans prepared and certified by an engineer or architect registered in the State of Florida.

Project Accessibility: A recipient of federal funding may not, directly or through contractual or other arrangements, on the grounds of age, race, color, sex, national origin, physical or mental disability, deny an individual any service or benefit which could otherwise be reasonably provided.

Restrictions: LWCF assisted sites must be dedicated in perpetuity and cannot be converted for any purpose to other than outdoor recreational use. No exceptions (see the conversion clause of the LWCF Manual for details).

SITE DEDICATION: LWCF assisted park land must be dedicated as a public outdoor recreation area **in perpetuity**. Grantees must commit to operate and maintain LWCF assisted public recreation facilities in reasonable repair for a minimum of 25 years after completion of construction to prevent undue deterioration.

LAND ACQUISITION: Unless approved by DEP in advance, formal negotiations for acquisition of a LWCF assisted site may not begin until the grant is awarded by the National Park Service. Grantees may have up to three years to develop the property after purchase.

Florida Department of Environmental Protection
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FACTS ABOUT LWCF

Duplicate Projects: Pursuant to subsection 62D-5.071(4), F.A.C., an applicant may not submit an application for a project site, including phased projects, if the applicant has an active grant agreement on that project site funded under Land and Water Conservation Fund, Recreational Trails Program or Florida Recreation Development Assistance Program. An applicant shall not submit the same application, in whole or in part, under LWCF, RTP, or FRDAP in concurrent or overlapping funding cycles.

APPLICATION PROCESS

- Applications are reviewed by DEP for eligibility and completeness in accordance with the program Rule and the LWCF Manual.
- Upon notification, applicants are allowed a 15-working day deficiency period submittal for corrections.
- Applications are scored and ranked in priority pursuant to LWCF Rule.
- Recommended application list is reviewed and approved by the DEP Secretary.
- DEP submits the projects to State Clearinghouse for approval.
- DEP submits the project applications along with the required Federal Forms and documentation to NPS for review and approval.
- NPS must approve ALL projects prior to the issuance of a Federal Award and execution of the State/Local grant agreements.
- Upon NPS approval, State/Local agreements are developed in accordance with the state and federal application information.

EVALUATION PROCESS

Grant applications are evaluated according to policies and procedures described in Chapter 62D-5, F.A.C. All applicants should be familiar with these policies and procedures. This packet is designed to assist all applicants in presenting the necessary information needed for DEP to evaluate proposed grant applications. Applicants must submit proposals for LWCF grants on application form DRP-121. Failure by an applicant to present all required application information and documentation may result in the application not receiving points or being declared ineligible for funding consideration. Following DEP staff review of the applications, DEP will notify applicants of any deficiencies. Missing or incomplete documentation will usually constitute a deficiency. Applicants must submit requested deficiency information within **fifteen (15) working days from the date of the deficiency notification**. After the deficiency period, DEP ranks all eligible applications in accordance with the evaluation criteria set forth in the LWCF Rule.

ACQUISITION PROJECTS

A request for financial assistance must be for acquisition or development of land for public outdoor recreational purposes. An acquisition application proposal cannot be for land that's been pre-acquired or is in the process of being acquired.

If an applicant is interested in submitting an acquisition project for consideration and the property being sought after is in jeopardy of being sold prior to application review and/or an award being issued by the National Park Service (NPS), then a Waiver of Retro Activity must be completed, requested and approved by NPS before the closing of the application submission cycle and/or the submission of an application. Waivers of Retro Activity are good for just 1-year, which is the date by which NPS approves the request.

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An acquisition project approved for funding must be acquired within one (1) year of the effective date of the project agreement and must be developed for public use within three (3) years of completion of the acquisition. **An appraisal prepared to UASFLA/ Yellow Book standards must be submitted with the application. Additionally, the appraiser must be on the approved State of Florida official listing and must meet the uniform appraisal standards for federal land acquisitions.** All appraisals submitted must be reviewed and approved by State of Florida Division of State Lands. The appraisal **must** conform to the *Uniform Appraisal Standards for Federal Land Acquisition* (UASFLA). The standards may be found at: <http://www.usdoj.gov/enrd/land-ack>. Payment of appraisal review fees will be the responsibility of the grantee. These expenses are not eligible for reimbursement under the LWCF program.

DEVELOPMENT PROJECTS

A development proposal should consist of the complete or partial development of the project site. The National Park Service provides the begin and end date by which a project must be completed. A development project, when completed, must be a useable recreation area. A development application may consist of one improvement or a group of related improvements designed to provide primary facilities for outdoor recreation. Secondary or support facilities and improvements for access, safety and protection of the project visitors are viable project components but should not dominate the proposed project. Primary facility costs must be equal to or greater than fifty percent of the total project cost. Support facilities alone do not constitute an eligible project, except projects which provide or improve beach access. Eligible facilities are described in the LWCF Rule and the LWCF Grant Manual.

**Florida Department of Environmental Protection
Land and Water Conservation Fund Program**

2022-2023 LWCF State Application Instructions & Federal Forms Requirements

GENERAL APPLICATION INFORMATION

- Applicants receiving LWCF funds will be required to have a LWCF Grants-in-Aid Manual. This manual may be downloaded from our website: <https://floridadep.gov/lands/land-and-recreation-grants/content/lwcf-assistance..>
- The LWCF Federal Financial Assistance Manual v.71 (2021) contains additional guidance on the federal application process. Specific guidance on the federal application process and the documentation that comprise a complete federal application for LWCF grant assistance consideration can be found in Chapter 6.B. pages 78 – 81 of the Manual. Additional citations are noted within the checklist below. All projects submitted for consideration must be self-supporting, viable recreation areas either already existing or to be acquired.
- Applicants must submit (1 original) of the completed application and all supporting documents during the announced submission. **Please use a soft covered binder, not a HARD 3-ring binder.** To facilitate the review and scoring process, tab all support documents or attachments according to the application instruction checklist provided for both the State and Federal portions of the grant application.
- **Before you finish your application package, make sure you have all necessary support documents prepared, both State and Federal. Use this checklist to ensure that all applicable and all required documentation is included. To facilitate review and scoring, tab all supporting documents at the end of the application.**
- Any applications submitted without exhibits being tabbed, will be sent back to the applicant as deficient and asked to be tabbed.
- Applications must be postmarked NO LATER THAN January 31, 2023 and submitted to:

**Florida Department of Environmental Protection
Land and Recreations Grants Section
3900 Commonwealth Blvd., MS 585
Tallahassee, FL 32399-3000**

- Attach supporting documents as follows:

Application Item - If Applicable	Development Projects	Acquisition Projects	Tab as Exhibit
A. Capital improvements schedule and letter from the City or County Manager certifying the five-year capital improvement schedule is officially adopted OR A copy of a resolution amending the existing schedule to include the proposed project.	✓	✓	A
B. SCORP objectives support documentation written response to Part II, Item 2A on page 11 of this application. Include narrative explaining how the project implements one or more of the outdoor recreation goals and objectives as listed in the CURRENT SCORP . Provide quotations or other appropriate references with explanations to justify the correlation. Link to SCORP Website: https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida	✓	✓	B

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Application Item - If Applicable	Development Projects	Acquisition Projects	Tab as Exhibit
C. Public participation documentation: 1. Copy of public meeting advertisement for SOLE PURPOSE of discussing the project.	✓	✓	C1
2. Agenda and minutes of REGULARLY SCHEDULED advisory board meeting.	✓	✓	C2
3. Documentation of presentation to community groups (minutes or letter of thanks, from organization, association etc.) OR A copy of the survey instrument and a summary of the results as they relate to the proposed project. (Support letters are not acceptable for points).	✓	✓	C3
4. If no public participation is met, applicants must still provide documentation to support project outreach and/or public input.	✓	✓	C4
D. Documentation to support preservation purposes. Provide a copy of the issued letter from the Department of State.	✓	✓	D
E. Documentation of ability to support programming and maintenance of project site. Provide a copy of an agency organizational chart AND an explanation of ability to provide development, programming and maintenance	✓	✓	E
F. Documentation to support resource protection. Attach a letter from the Florida Natural Areas Inventory including supporting inventory information.		✓	F Acquisition Only
G. Excerpts of the Recreation/Open Space element of the local comprehensive plan identifying needed acreage. Provide excerpt which indicates needed number of acres and provide how much acreage local government already has control of.		✓	G Acquisition Only

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Application Item - If Applicable	Development Projects	Acquisition Projects	Tab as Exhibit
H. 1. Conceptual site plan for development of the project area: Submit a conceptual site plan displaying the areas and facilities to be developed as proposed in the scope of the application. The site plan must correlate with the project area identified in the project boundary map and cost estimate. The site plan must CLEARLY DELINEATE between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. Color code your site plan to indicate facilities that are existing, proposed for funding and planned for future development (not in this project).	✓	✓	H1
H.2. For Development and Acquisition projects, submit with the site plan a timeline for development completion.	✓	✓	H2
I. Section 6f Boundary map of the project area: Submit a boundary map of the project area. The map must provide a <u>legal description</u> and sketch of the project area boundaries, north directional arrow, display known easements, and be legally sufficient to identify the project area. Also, be sure to identify and outparcel onsite buildings (e.g. gymnasiums, meeting rooms, recreation centers, visitor centers, multi-purpose spaces, park office space, interpretive centers, maintenance buildings, etc.). The map must also depict where and how the public will access the site, parking, etc. Plat maps may be accepted if the above criteria are identified. See website https://floridadep.gov/lands/land-and-recreation-grants/content/land-and-water-conservation-fund-program for Boundary Map requirements. Map may be no larger than 11x17.	✓	✓	I
J. Color photographs of the project area: Submit color, on-site photographs sufficient to depict the physical characteristics of the project area. Provide color photographs for all three copies of your application. Aerial photographs are requested, but not required. Mark an approximate boundary of the project site and	✓	✓	J

**Florida Department of Environmental Protection
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Application Item - If Applicable	Development Projects	Acquisition Projects	Tab as Exhibit
note major roads and/or landmarks on the aerial photo (note - this is not the boundary map).			
K. Location map and directions: Submit a detailed street, road or highway map precisely locating the project site. (Map Quest is not acceptable.) Also, provide clear and concise written driving instructions from the nearest federal or state highway. NOTE: Confirm that street names listed in the written directions are the same as those posted on street signs in the area.	✓	✓	K
L. Site Control (e.g., deed, lease): 1. Submit a copy of the site control documents. (e.g., deed, lease, etc.) 2. If you only have a Quit Claim Deed, submit the deed and a 30-year title search by the grantee's attorney proving the grantee owns the property. <u>Site control must be effective by the close of the submission period (January 31, 2023).</u> If submerged lands are included in the development area, provide a legal document (i.e., permit, management agreement, etc.) which indicates permission to use and develop the submerged lands.	✓		L
M. 1. Provide a project narrative of the proposed project which includes existing and future uses, existing and proposed physical improvements, natural and historical resources, any proposed resource protection/conservation and any existing buildings on site.	✓	✓	M1
M. 2. If the proposed project consists of acquiring multiple parcels, identify the specific order in which the parcels will be acquired to ensure that in the event that all parcels cannot be acquired, the purpose of the project can still be achieved. Also submit the estimated value of the property being acquired.	✓	✓	M2

Florida Department of Environmental Protection
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2022-2023 LWCF State Application Instructions & Federal Forms Requirements

Application Item - If Applicable	Development Projects	Acquisition Projects	Tab as Exhibit
N. Federal Form Requirements and Documentation – For All Projects			N N1 thru N12
Permits	- All Federal Permits must be applied for prior to application (e.g. Army Corps of Engineer permitting, and other federal permits as required). Permits must be in place now or sponsor must show where all applicable federal permits have been applied for – County and/or State permits can be applied for later.		N1
Federal Environmental Compliance Reviews & Reports	- US FWS – Consistency Letter and Environmental Review and if applicable the Endangered Species List https://www.fws.gov/guidance/ If a detailed species list is provided from the above review then, info. must also be provided in your application packet that addresses mitigation to lessen the negative impacts upon species. - US FWS - Coastal Barrier Resource System Mapping https://www.fws.gov/cbra/Documentation.html		N2
Application & Review (A&R) Form	- Complete the following Sections - every applicable question must be answered. - Cover Page (page 1) - A&R Form - Public Benefit (Section 2.0) - A&R Form - Development and Combination Grants (Section 2.2) - A&R Form - Site Information (A&R Section 3.0) *If in Section 3.0, Step 3 you check Categorical Exclusion (aka: CE or Cat Ex), you must also provide the CE number identifier, as well as a written explanation detailing why the project meets the exclusionary criteria for which you selected. Application and Revision Form (A&R Form)		N3
Required NEPA Documentation Environmental Reviews and/or Assessments	(See Chapter 4.B. - LWCF Federal Financial Assistance Manual v.71 (2021))		N4

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2022-2023 LWCF State Application Instructions & Federal Forms Requirements

	▪ Environmental Assessment(s) (EA Phase I and/or Phase II) - If the proposed grant project/proposed actions of the grant's scope of work cannot be categorically excluded and/or cannot qualify for a single (not multiple) CE, an EA may be needed. Please see the A&R Form and CatEx. List above. ▪ Biological Survey Assessment – May be needed and should be determined by either the US FWS environmental review and/or the state's clearinghouse/biologists. ▪ It is our understanding that an ESA/EA/Biological Assessment are not required for all projects, but if the applicant knows of potential hazards, impacts to wildlife or species, environmental effects or if the property is being acquired, has just been newly acquired, and/or has NEVER previously been a park or has no previous recreational usages, then NPS is expecting an ESA/EA be provided on those projects. Also, it is our understanding that if the park is an established park or an established "LWCF park" and they, the local sponsor, are incorporating new acreage/parcel(s) into the existing boundary... then the new parcels being added need an ESA/EA completed. Further, in some case the applicant will also have to provide a ESA/EA/or Biological Survey Assessment to tell the potential effects, if any, on the flora & fauna, based on the USFWS Environmental Review report findings whether or not it's established or new. There is an exception here: NPS compliance has informed us that if there has been significant ground disturbance from previous development (ex. an area that has nothing there now but previous buildings were raised or an area that was once used for something other than recreation, like a former industrial area, may NOT need an EA and might qualify for a CE). But this depends on information provided in the A&R Form.	
Financial Assurance Narrative/Proof of Match	▪ For your project's Financial Assurance provide an explanation excerpt from current fiscal year budget or letter from Chief Financial Officer that match funding has been	N5

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	allocated for the project and is currently available to be expended. ▪ Explain how the cost estimate was derived. ▪ What assurances are there that the costs listed within your proposal are reasonable? ▪ Describe any project elements/facilities or costs that will improve site resiliency and facility longevity, if any. ▪ Explain how this project will address Americans with Disabilities Act (ADA) and how this project will address the Buy American Build American Act (BABA). Applicants must acknowledge that they are aware that their projects (e.g. contracts, supplies and materials) will be subject to the “Build America/Buy America (BABA) Act” requirements and that these provision will be added to all LWCF Agreements and must be adhered to.	
SF Project Abstract Summary (Project Narrative)	▪ Detail what the project’s scope of work is? What will the upgrades or new developments mean for the public? ▪ Who will the park serve (socio-economic/age groups, etc.)? ▪ What is the demographic make-up of the park users? ▪ Give a good description and tell how the park will help the community. How will getting this grant meet the needs of the public? Explain how the park will make a difference or how it is making a difference in the lives of the users it serves. ▪ SF Project Abstract Summary (Project Narrative)	N6
Budget Narrative/Cost Estimates	▪ Provide a budget narrative in addition to the applicable form below depending on your project. ▪ SF 424A – Acquisition Projects ▪ SF 424C – Development Construction Projects	N7
Parcel map for acquisition project parcel(s)	▪ Provide parcel map(s) showing acreage and legal description of property.	N8 Provide for Acquisition projects Only

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Buyer-Seller Agreement	Provide agreement or letter of intent.	N9 Provide for Acquisition projects Only
Acquisition Schedule	Awardee gets one (1) year for acquisition purchase from date of NSP award approval.	N10 Provide for Acquisition projects Only
Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) “Yellow Book Standard” Appraisals	<u>An appraisal prepared to UASFLA/ Yellow Book standards must be submitted with application.</u> - The UASFLA cannot be older than 6-months. - Depending on fair market valuation more than one UASFLA Appraisal will be required for the project. - Additionally, the appraiser(s) must be on the approved State of Florida, Division of State Lands' official listing and must meet the uniform appraisal standards for federal land acquisitions. - All appraisals submitted must be reviewed and approved by the State of Florida Division of State Lands. The State Valuation and Appraisal Review Process is Mandatory. - Depending on fair market valuation more than one UASFLA Appraisal will be required for the project.	N11 Provide for Acquisition projects Only
Waiver of Retroactivity – Acquisition Project	- MUST be requested through DEP, Land and Recreation Grants Section staff and approved by NPS prior to the closing of the announced LWCF submission cycle. Issuance of a waiver and the appliance of such waiver and the submission of a grant proposal, is NOT a guarantee for funding. See LWCF Federal Financial Assistance Manual v.71 (2021). - Waiver of Retro Activity & NPS Acknowledgment Letter of Approval.	N12 Provide for Acquisition project if applicable

This instrument prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2740 Centerview Drive
Tallahassee, FL 32399-2100

CONTRACT # 95-CT-65-93-3A-J1-025

FLORIDA COMMUNITIES TRUST
P1A AWARD# 93-025-P3A

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 16 day of March 1995, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and the TOWN OF PEMBROKE PARK ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans and in otherwise conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.101(3)(c), Florida Statutes, provides for the distribution of ten percent (10%) of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet authorized the sale and issuance of State of Florida Department of Natural Resources Preservation 2000 Revenue Bonds ("Bonds");

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WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule 9K-4.010(2)(e), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site was acquired and the FCT Recipient has acquired title to the Project Site and the Project Site shall be subject to such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and such covenants and restrictions shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by an agreement which shall describe with particularity the real property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to its acquisition with FCT Preservation 2000 Bond Proceeds.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and FCT Recipient do hereby contract and agree as follows:

I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Broward County, Florida, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of

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the Preservation 2000 Revenue Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Property herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the FCT Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2740 Centerview Drive
Tallahassee, FL 32399-2100
ATTN: Executive Director

FCT Recipient: Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
ATTN: Dr. Robert A. Levy

7. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site

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shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 308.508(4)(e), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the FCT Recipient in the Project Site will not serve as security for any debt of the FCT Recipient unless FCT approves the transaction.

4. If the existence of the FCT Recipient terminates for any reason, title to all interest in the Project Site it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE FCT RECIPIENT.

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for resource-based public outdoor recreation which is compatible with the conservation, protection

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and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The FCT Recipient shall prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.

3. The FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient.

4. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the FCT Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written

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authorization has been obtained from the Department of State, Division of Historical Resources.

9. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

IV. OBLIGATIONS INCURRED BY FCT RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the FCT Recipient, to any of the below listed activities or interests, the FCT Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;

d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

2. FCT Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;

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b. the operation of a concession on the Project Site by a non-governmental person or organization;

c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

V. CONDITIONS PARTICULAR TO THE PROJECT SITE THAT MUST BE ADDRESSED IN THE MANAGEMENT PLAN

1. The FCT Recipient shall provide outdoor recreational facilities including a linear walkway with various native plant exhibits, picnic sites, nature trails, a bike path, a wildlife observation tower, environmental education displays, a platform for concerts, a playground, a park office, restrooms and a parking area on the Project Site. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources on the Project Site without causing harm to those resources.

2. The Project Site shall be restored and managed in a manner that provides habitat for listed wildlife species that could potentially utilize the Project Site, including colonial and migratory bird species. The FCT Recipient shall coordinate with the Game and Fresh Water Fish Commission on the restoration plan for the Project Site.

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3. The FCT Recipient shall construct a drainage slough on the Project Site and plant native subaqueous vegetative species along its perimeter. The FCT Recipient shall also restore approximately 6 acres of the Project Site with native trees, shrubs and other plantings. The remainder of the site shall consist of native grasses and facilities.

4. The FCT Recipient shall coordinate management of the Project Site with the land managers of adjacent recreation lands.

5. The FCT Recipient shall ensure that the Project Site is sufficiently buffered from the adverse impacts of adjacent land uses.

6. The Project Site shall be formally incorporated into the FCT Recipient's greenway network.

7. The FCT Recipient shall provide on-going educational programs at the Project Site. The programs shall include guided walks and programs for students and other groups on south Florida ecological systems and plant species indigenous to the area.

8. The FCT Recipient shall perform a structural assessment of the Hoffman residence on the Project Site to determine the integrity and stability of the structure.

9. The Hoffman residence on the Project Site, a structure of local historic significance, shall be protected and preserved.

10. Access to the Project Site by pedestrians and bicyclists shall be promoted as an alternative to automobile access.

11. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

THIS GRANT AWARD AGREEMENT embodies the entire Agreement between the parties.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

TOWN OF PEMBROKE PARK,
a municipality within the
State of Florida

Howard P. Clark, Jr.
Witness Name: Howard P. Clark, Jr.

Annette Wexler
Witness Name: Annette Wexler

BY: Raymond P. Glynn
Its: Mayor

Date: 9 Feb 95

Accepted as to Legal Form and
Sufficiency:

Christy J. Hyatt
Date: 2-9-95

FLORIDA COMMUNITIES TRUST

Jane R. Bass
Witness Name:

J. Snipes
Witness Name:

Mary Anne Price
Linda Loomis Shelley, Chair
Date: 3/16/95

Accepted as to Legal Form and
Sufficiency:

Ann J. Wild
Ann J. Wild, Trust Counsel
Date: 3-9-95

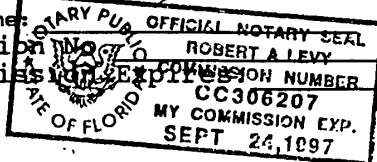
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FIN

STATE OF FLORIDA
COUNTY OF BROWARD

9th The foregoing instrument was acknowledged before me this
day of February, 1995, by Raymond P. [Signature]
as Mayor of Pembroke Park. He is personally
known to me, or has produced _____ as identification.

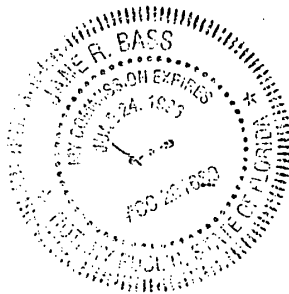
[Signature]
Notary Public

Print Name: Robert A. Levy
Commission No. CC306207
My Commission Expires SEPT 24, 1997



STATE OF FLORIDA
COUNTY OF LEON

16th The foregoing instrument was acknowledged before me this
day of MARCH, 1995 by LINDA LOOMIS SHELLEY, as Acting
Chair of the Florida Communities Trust. She is personally known
to me.



Jane R. Bass
Notary Public
Print Name: Jane R. Bass
Commission No. #CC201689
My Commission Expires: 6/24/96

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EXHIBIT "A"

The South 2/5 of the East 1/2 of the Southeast 1/4 of the Northwest 1/4, less the East 15.00 feet thereof, in Section 30, Township 51 South, Range 41 East, also known as Lots 41C and 41D according to the plat of HOLLYWOOD RIDGE FARMS, as recorded in Miscellaneous Plat Book 2, Page 16 of the Public Records of Broward County, Florida.

Together with all of the South 2/5 of the West 1/2 of the Southeast 1/4 of the Northwest 1/4, less the South 280.00 feet thereof, and less the North 140 feet of the West 370 feet thereof, and less the West 15.00 feet thereof, in Section 30, Township 51 South, Range 41 East, also know as Lots 35 and 36, less the South 280.00 feet thereof and less the North 140 feet of the West 355 feet thereof, according to the plat of HOLLYWOOD RIDGE FARMS, as recorded in Miscellaneous Plat Book 2, page 16 of the Public Records of Broward County, Florida.

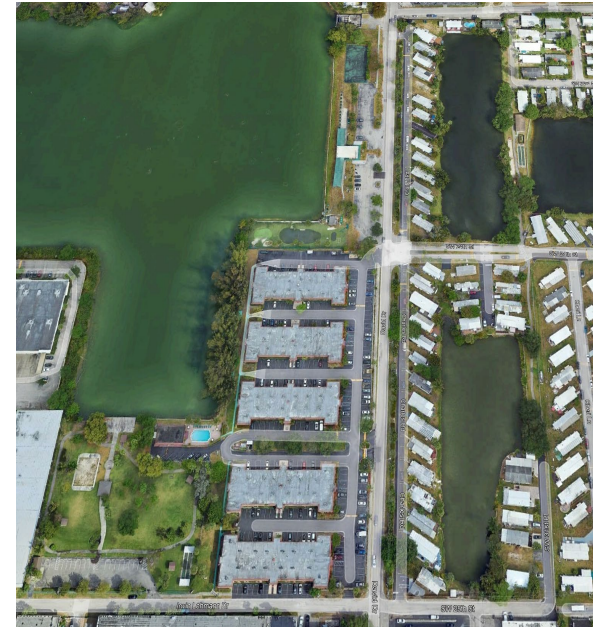
RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

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TOWN OF PEMBROKE PARK PARKS MASTER PLAN COMMISSION INTERACTIVE PRESENTATION

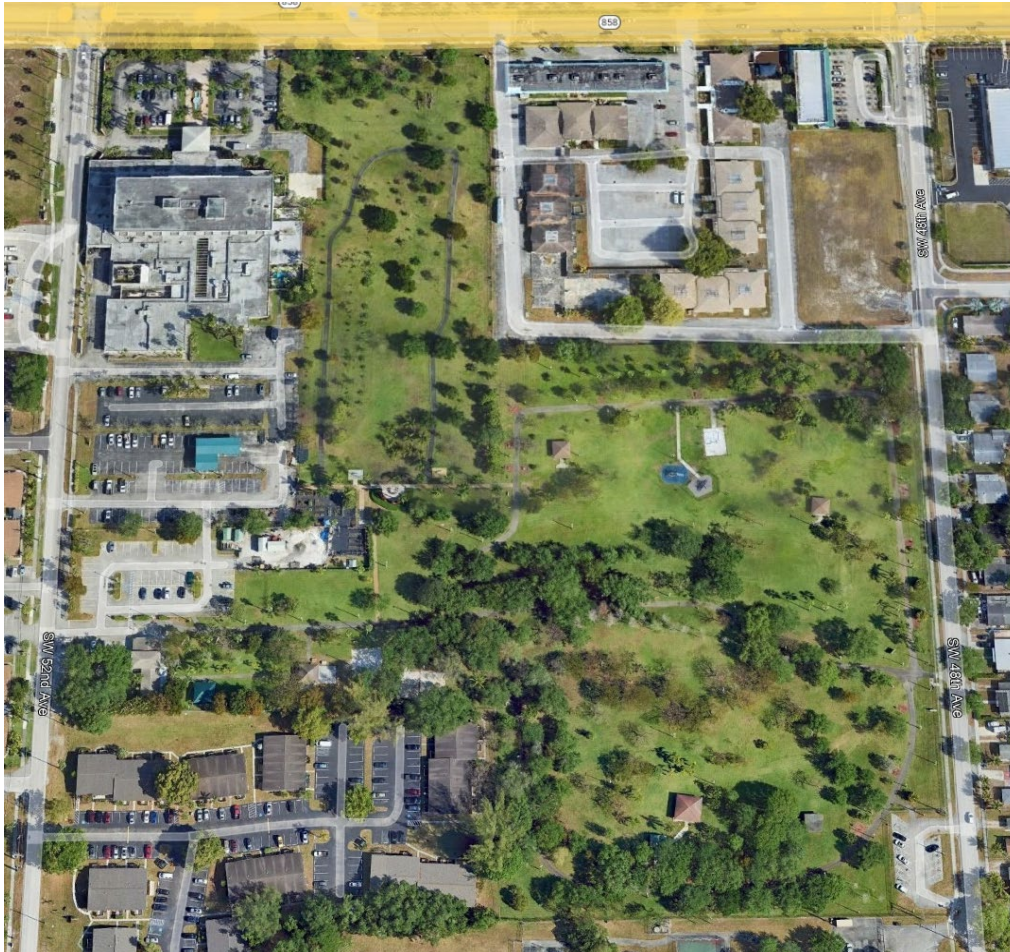




RAYMOND P. OGLESBY PRESERVE

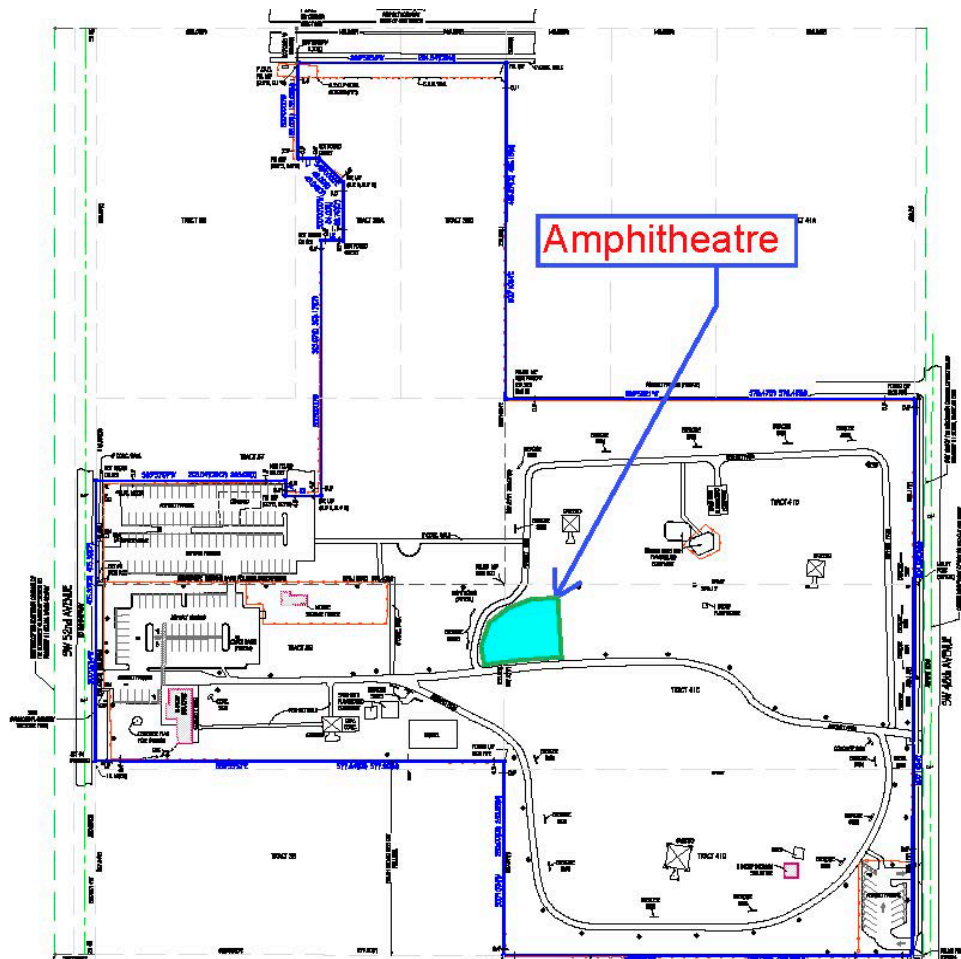
PLANNED IMPROVEMENTS

- Amphitheatre
- Tot's Lot
- Public Works Building Improvements
- Splash Pad
- Fitness Court
- Parking & Vehicle Food Truck Areas
- Expanded Usage
- Social Hubs / Picnic Pavilions
- Concession & Restroom Facility
- Preserve Lighting Improvements
- Incorporate Memorial Area
- Keep Plant Nursery





RAYMOND P. OGLESBY PRESERVE



PLANNED IMPROVEMENTS

- Amphitheatre
- Planned 2021 Budget: \$2.1 M
- Opinion of Probable Cost Range: \$500,000 - \$5M
 - Includes: Infrastructure Required Improvements





























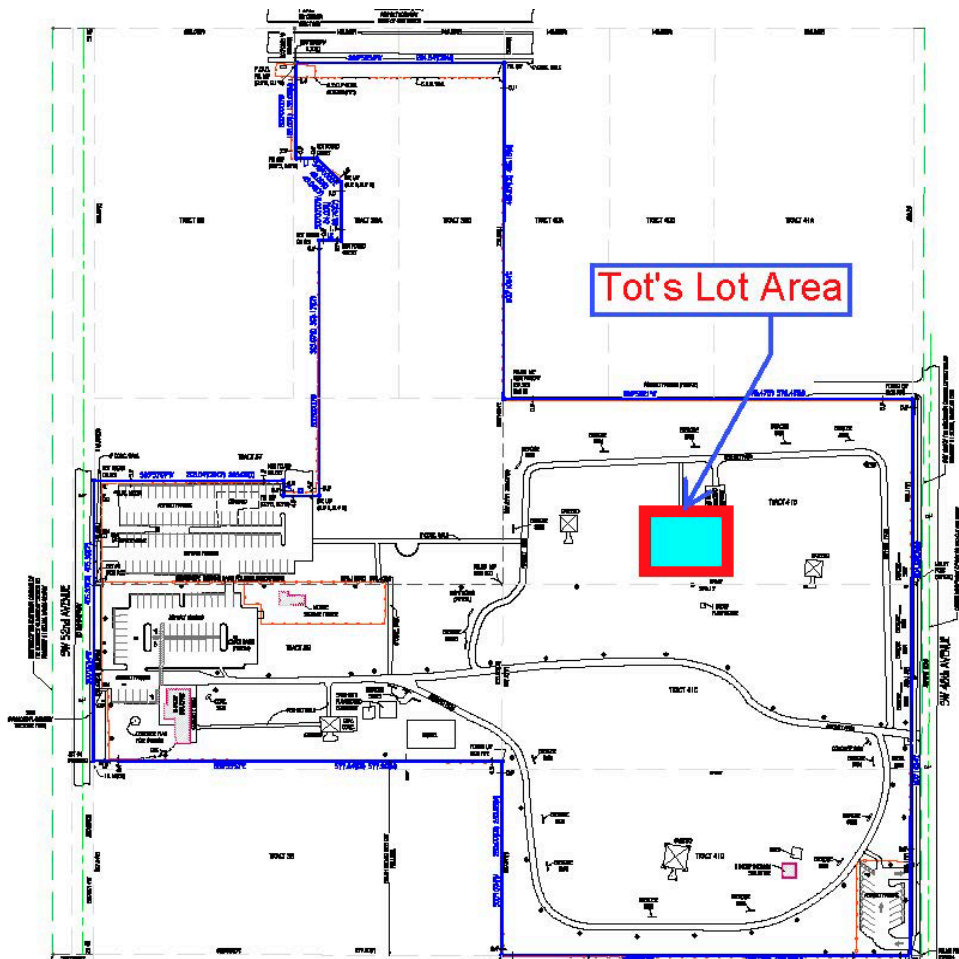




RAYMOND P. OGLESBY PRESERVE

PLANNED IMPROVEMENTS

- Tot's Lot
- Planned 2021 Budget: \$55K
- Opinion of Probable Cost Range: \$25K-\$350K
 - Includes: Infrastructure Required Improvements







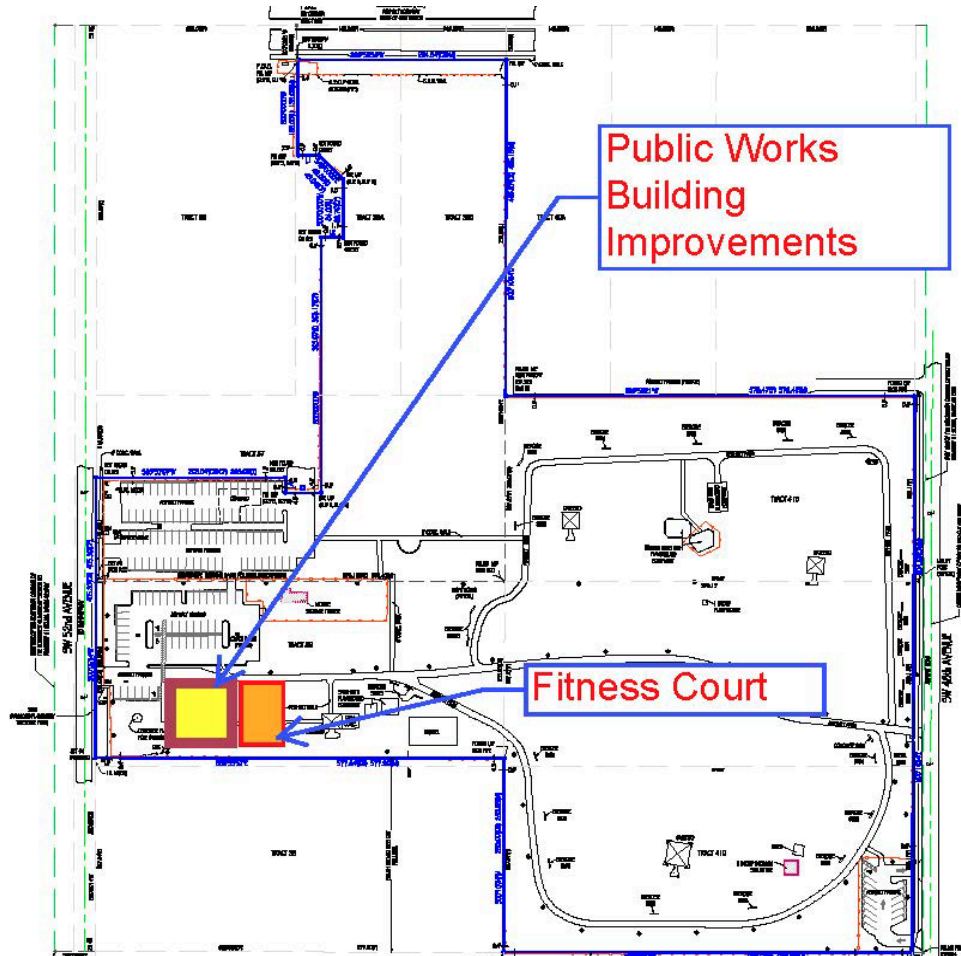








RAYMOND P. OGLESBY PRESERVE



PLANNED IMPROVEMENTS

- Public Works Building Improvements
- Planned 2021 Budget: N/A
- Opinion of Probable Cost Range: \$500K - \$4M
 - Includes: Infrastructure Required Improvements
- Fitness Court
- Planned 2021 Budget: \$65K
- Opinion of Probable Cost Range: Included in Cost Above





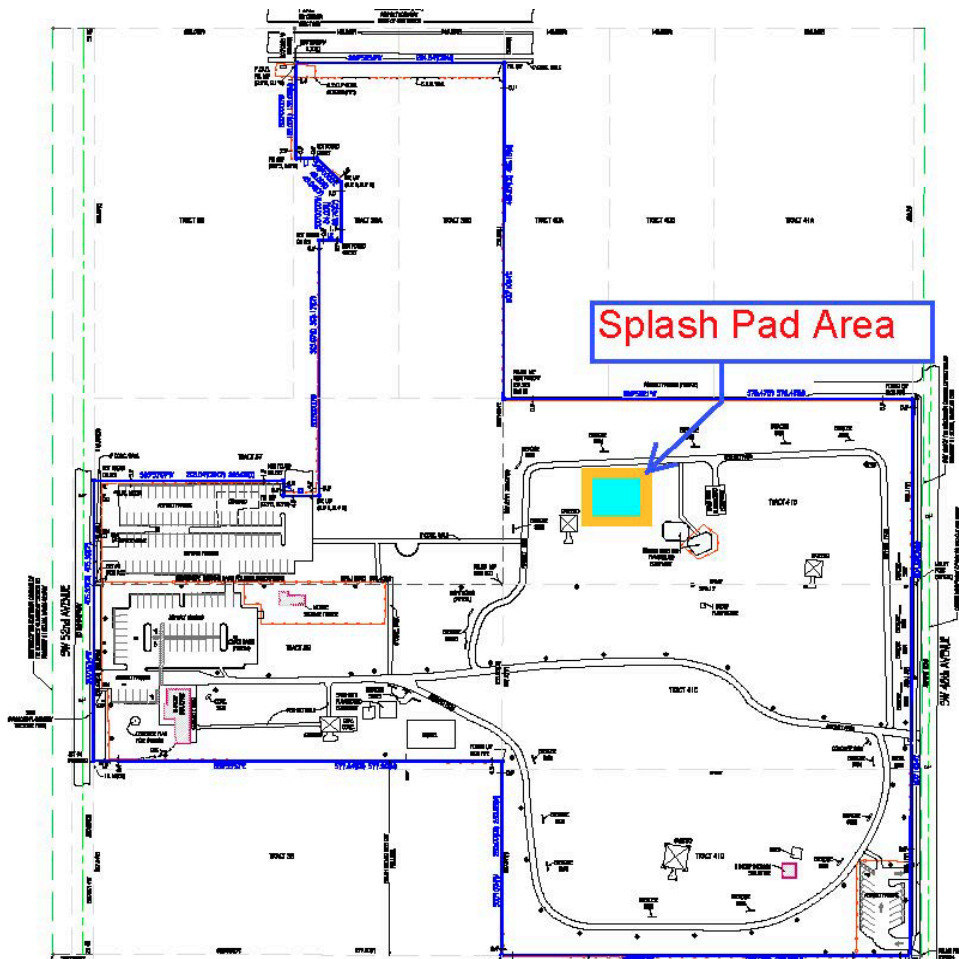




RAYMOND P. OGLESBY PRESERVE

PLANNED IMPROVEMENTS

- Splash Pad
- Planned 2021 Budget: \$75K
- Opinion of Probable Cost Range: \$50,000 - \$350,000
 - Includes: Infrastructure Required Improvements









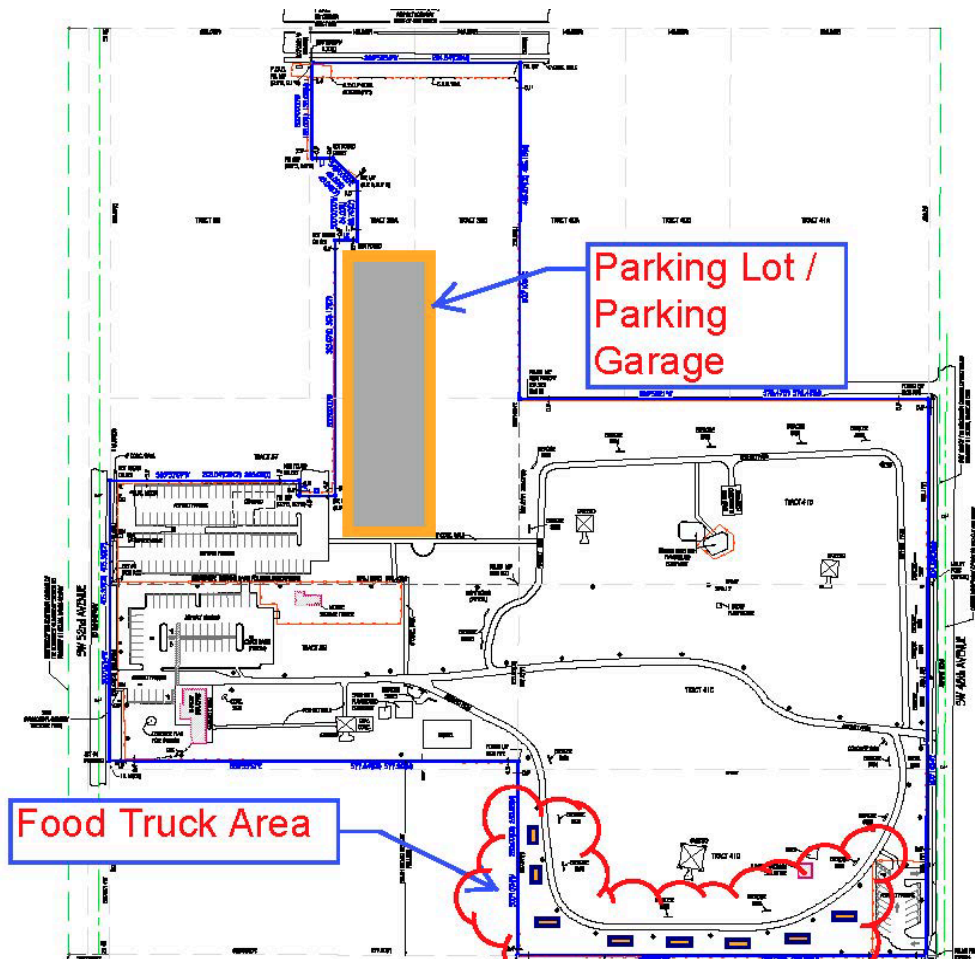




RAYMOND P. OGLESBY PRESERVE

PLANNED IMPROVEMENTS

- Parking & Vehicle Food Truck Areas
- Planned 2021 Budget: N/A
- Opinion of Probable Cost Range: \$1,000 per Parking Spot (Gravel Lot) \$6,000 per Parking Spot (Asphalt Lot) to \$12,000 per Parking Spot (Garage)
 - Includes: Infrastructure Required Improvements

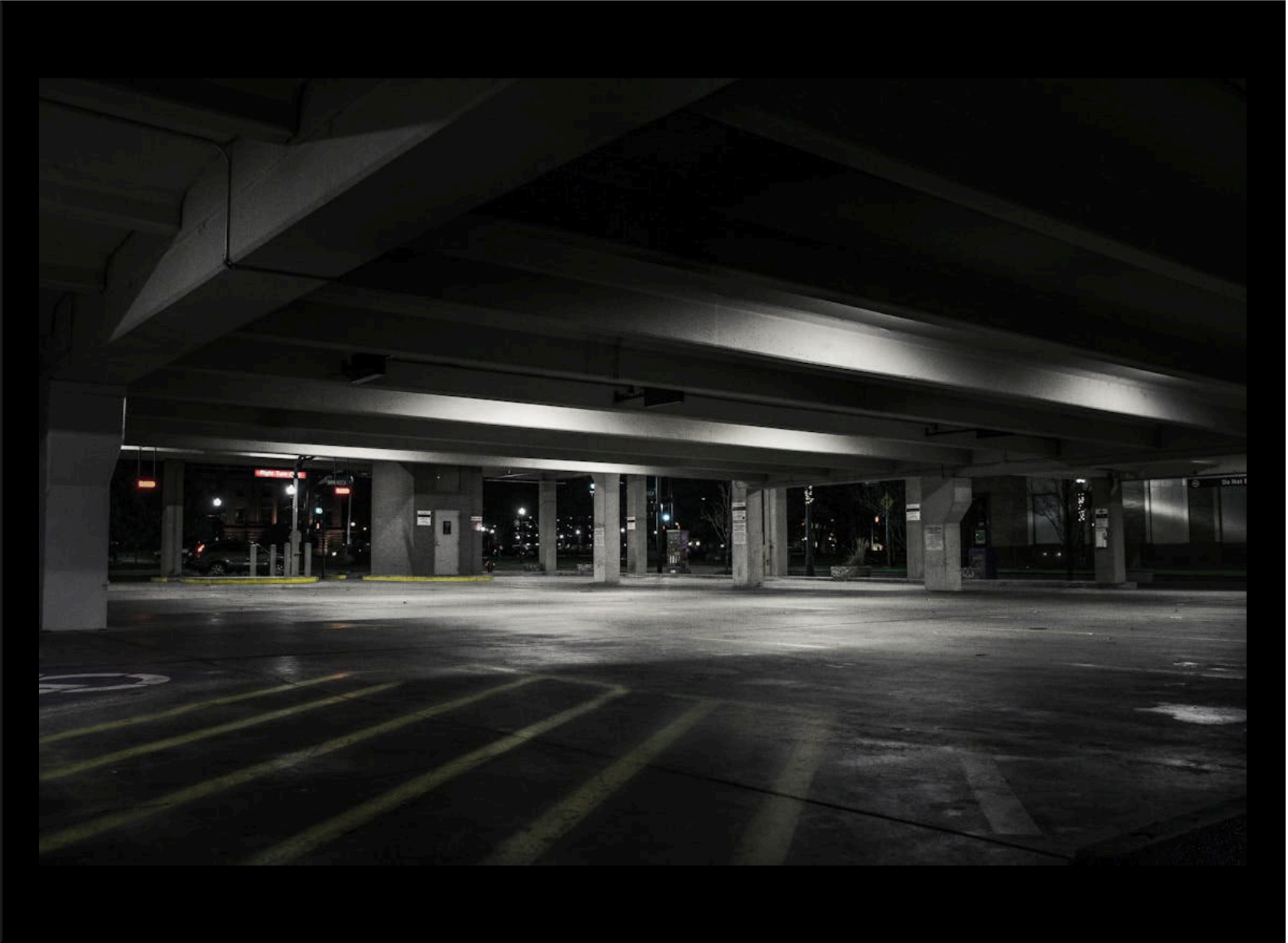
















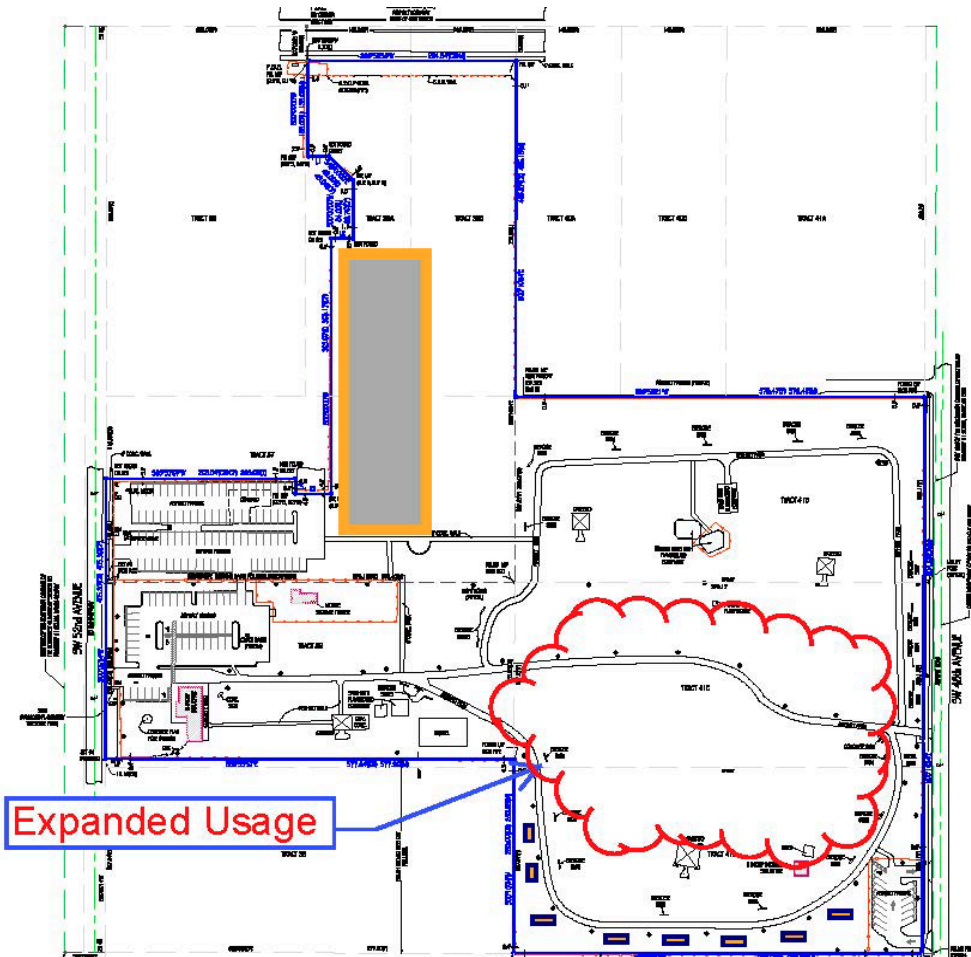




RAYMOND P. OGLESBY PRESERVE

PLANNED IMPROVEMENTS

- Expanded Usage









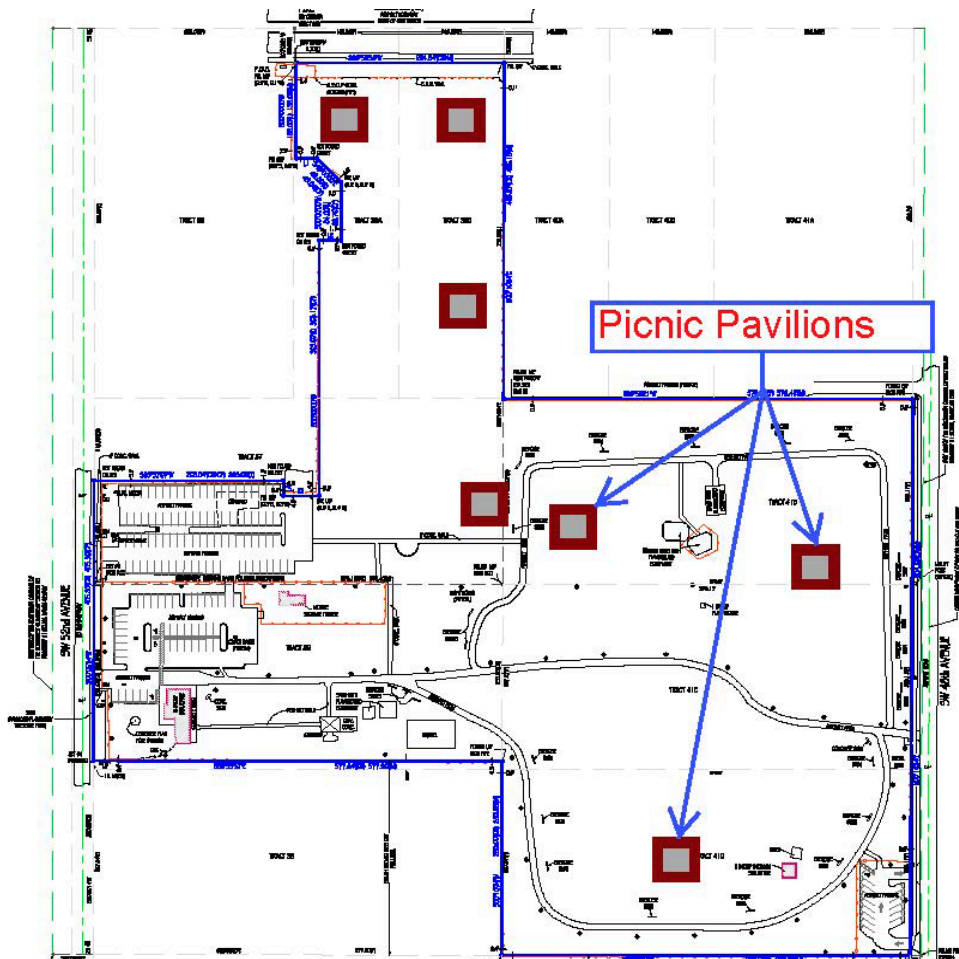




RAYMOND P. OGLESBY PRESERVE

PLANNED IMPROVEMENTS

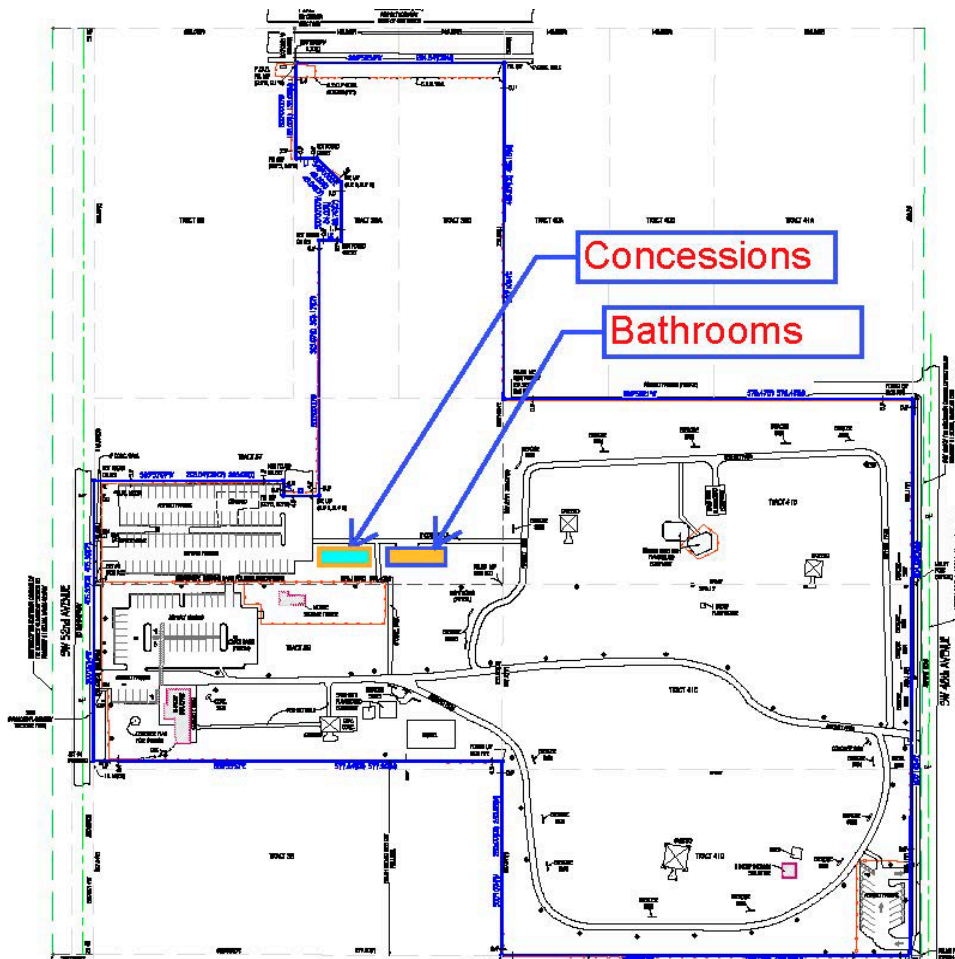
- Social Hubs / Picnic Pavilions
- Planned 2021 Budget: \$150K
- Opinion of Probable Cost Range: \$250K - \$500K
 - Includes: Infrastructure Required Improvements







RAYMOND P. OGLESBY PRESERVE



PLANNED IMPROVEMENTS

- Concession & Restroom Facility
- Planned 2021 Budget: \$285K
- Opinion of Probable Cost Range: \$250,000 - \$750,000
 - Includes: Infrastructure Required Improvements







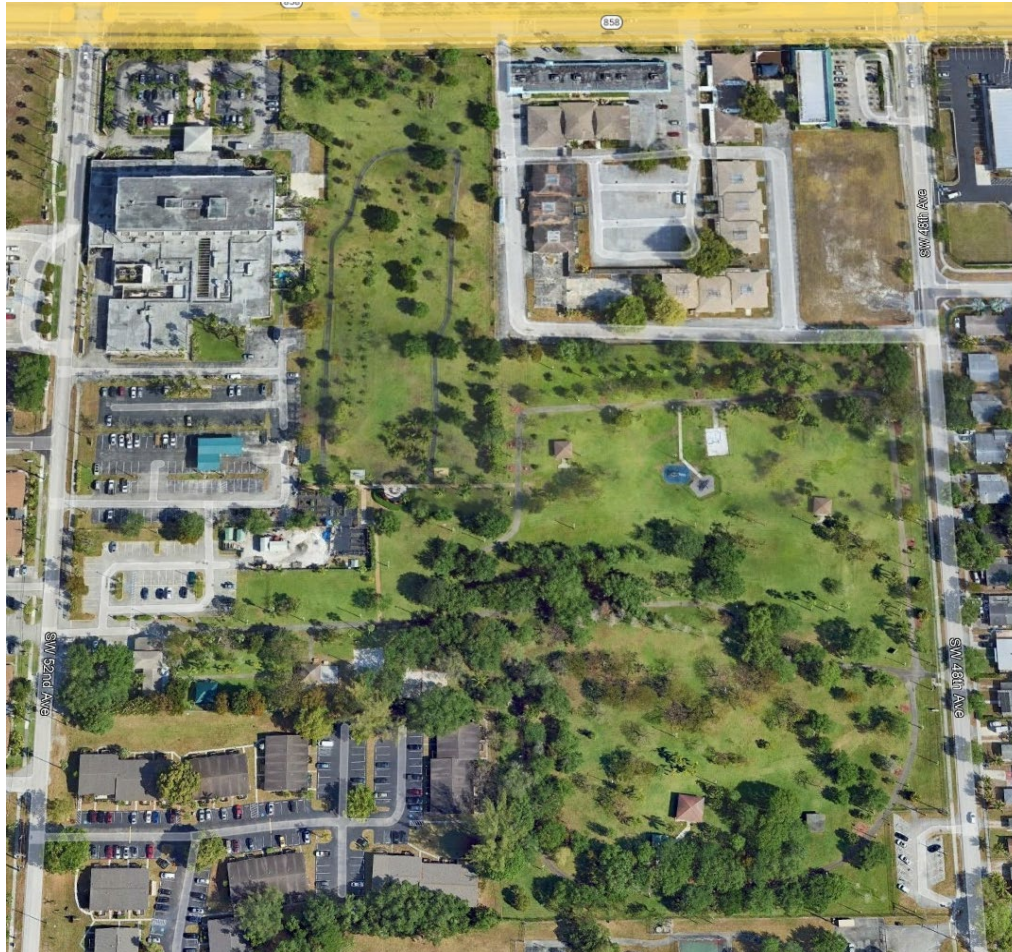








RAYMOND P. OGLESBY PRESERVE



PLANNED IMPROVEMENTS

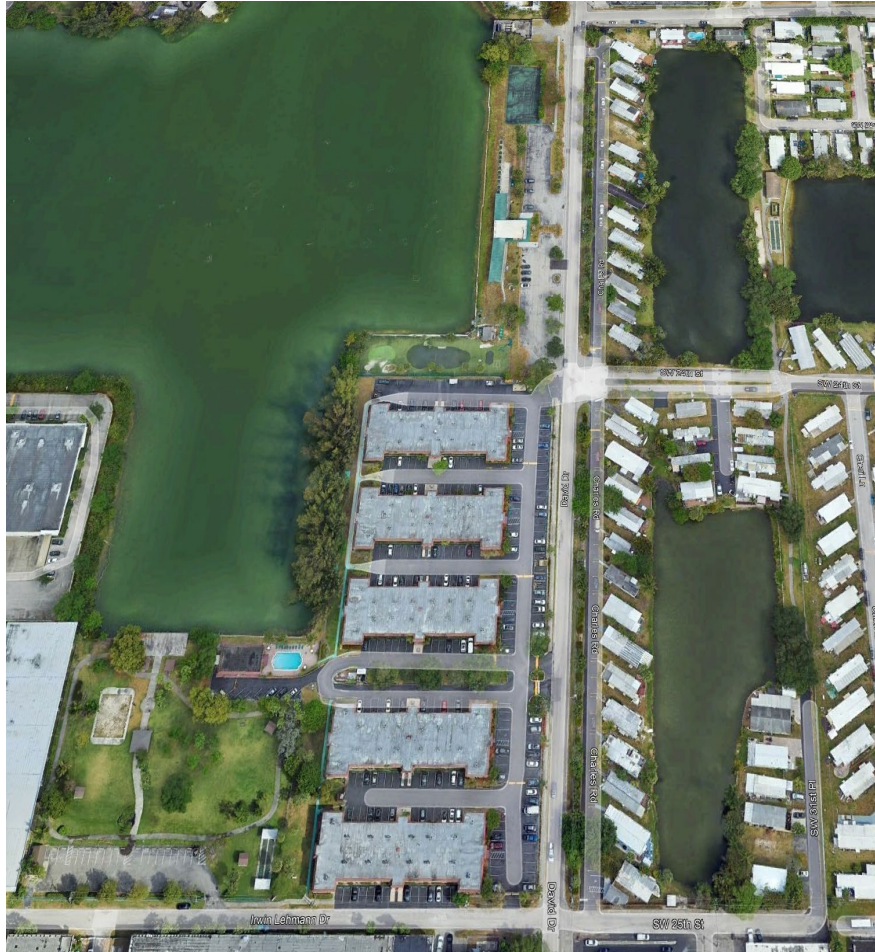
- Preserve Lighting Improvements
- Incorporate Memorial Area
- Keep Plant Nursery
- Planned 2021 Budget: \$400K
- Opinion of Probable Cost Range: \$500K - \$1M
 - Includes: Infrastructure Required Improvements







HOWARD P. CLARK SR. LINEAR PARK



PLANNED IMPROVEMENTS

- Demolition of Existing Bathroom Building
- Addition of New Government Office Meeting Area / Building



HOWARD P. CLARK SR. LINEAR PARK

Budget?



















MINUTES REGULAR COMMISSION MEETING

7:00 PM - Wednesday, March 13, 2024
Commission Chambers

The REGULAR COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, March 13, 2024, at 7:00 PM, in the Commission Chambers, with the following members present:

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

EXCUSED:

1 CALL TO ORDER Meeting called to order at 7:00 PM

2 PLEDGE OF ALLEGIANCE Led by Mayor Ashira Mohammed

3 ROLL CALL The meeting was called to order at time 7:00 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Aleem Ghany, Public Services Director; Jacobs Horowitz, Town Attorney; Marlen Martell, Town Clerk; Joseline Ramirez, Chief Code Enforcement Officer; Mark Pakula, Information Technology Director; Ra Shana Dabney-Donovan, Police Chief; Tom Positano, Public Services Director; and Isabel Gallardo, Assistant to Town Clerk and David DiLena, Finance & Budget Director.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

4.1 Amended agenda - COMMISSIONER JACOBS ASKED THE FOLLOWING ITEMS BE WITHDRAWN AND PLACED ON THE NEXT WORKSHOP MEETING: 8.3 - 8.4 - 8.5 - 8.6 - 8.7 - 8.8 - 8.9 - 8.10 - 8.11 - 10.1 - 11.1 - AND 11.2

**MOTION TO APPROVE AMENDED AGENDA
MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS,
SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 MAYOR
ASHIRA MOHAMMED OPPOSED.**

5 PRESENTATIONS / PROCLAMATIONS

5.1 Proclamations:
Irish American Month
National Women's History Month
International Women's Day

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

6.1 DAVID ROACH SPOKE ON RECORD

7 CONSENT AGENDA

7.1 Approval of Minutes - Town Clerk Martell
01 24 2024 Workshop Commission meeting
02 08 2024 Special Commission meeting
02 12 2024 Special Commission meeting
02 28 2024 Special Commission meeting
02 28 2024 Workshop Commission meeting

7.2 Police Station Build Out - Update - Interim Town Manager Ghany
Additional \$27,000 for permit fees

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

8 COMMISSIONER ITEMS

8.1 Broward County League of Cities Appointment - Mayor Mohammed
**MOTION TO APPOINT CLERK COMMISSIONER HODGKINS AS DIRECTOR, VICE
MAYOR MORRISSETTE AS ALTERNATE, AND MAYOR MOHAMMED AS SECOND
ALTERNATE
MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAM HODGKINS,
SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.**

8.2 Roundtable on Antisemitism and a Municipal Action Plan

Town of Pembroke Park
Regular Commission Meeting
March 13, 2024

MAYOR MOHAMMED DIRECTED COMMISSION TO RSVP WITH TOWN CLERK

United Way Gala Flyer - Mayor Mohammed

MAYOR MOHAMMED DIRECTED COMMISSION TO RSVP WITH TOWN CLERK

8.3 Employee Testing - Mayor Mohammed

WITHDRAW AND MOVE TO WORKSHOP

8.4 Employee Evaluations - Mayor Mohammed

WITHDRAW AND MOVE TO WORKSHOP

8.5 Police Department Assessment - Mayor Mohammed

WITHDRAW AND MOVE TO WORKSHOP

8.6 Vacant Positions to be Budgeted - Mayor Mohammed

WITHDRAW AND MOVE TO WORKSHOP

8.7 Building Services - Mayor Mohammed

WITHDRAW AND MOVE TO WORKSHOP

8.8 Citizen Advisory Board - Mayor Mohammed

WITHDRAW AND MOVE TO WORKSHOP

8.9 Redistricting - Mayor Mohammed

WITHDRAW AND MOVE TO WORKSHOP

8.10 Town Chartered Positions - Mayor Mohammed

WITHDRAW AND MOVE TO WORKSHOP

8.11 Election Modification - Mayor Mohammed

WITHDRAW AND MOVE TO WORKSHOP

8.12 Purchase Agronomy Towers - Mayor Mohammed

DANIEL SHONK WITH CRAIG SMITH & ASSOCIATES SPOKE ON RECORD

COMMISSION GAVE DIRECTION TO INTERIM TOWN MANAGER GHANY TO PURCHASE TOWERS

8.13 The Heritage Firm - Commissioner Jacobs

NO ACTION

8.14 Investigation regarding June 11, 2023, letter of complaint - Commissioner Jacobs

WITHDRAW AND MOVE TO WORKSHOP FOR DISCUSSION

9 RESOLUTIONS

9.1 S.W. 25th Street Stormwater Drainage Improvements - Interim Town Manager Ghany

RESOLUTION NO. 2024-004

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING RESOLUTION NO. 2023-021, WHICH APPROPRIATED FUNDS FOR THE 2023-2024 FISCAL YEAR BUDGET, AND PROVIDING AN EFFECTIVE DATE.**

INTERIM FINANCE DIRECTOR DILENA SPOKE ON RECORD

MAYOR MOHAMMED STEPPED DOWN AT 7:25 PM
SHE HANDED THE GAVEL TO VICE MAYOR MORRISSETTE
SHE DID NOT RETURN TO THE MEETING
ACTING CLERK COMMISSION KASHEM STEPPED DOWN AT 7:30 PM

VICE MAYOR MORRISSETTE REQUESTED A RECESS
MEETING RECESSED AT 7:30 PM
MEETING RESUMED AT 7:41 PM

MOTION TO APPROVE RESOLUTION NO. 2024-004

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

10 ORDINANCES 1ST READING

10.1 Rotation of positions - Clerk Commissioner Hodgkins

ORDINANCE NO. 2024-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE TOWN OF PEMBROKE PARK AT SECTION 9, ENTITLED "TOWN COMMISSION;" PROVIDING FOR THE ANNUAL APPOINTMENT AND ROTATION OF THE MAYOR-COMMISSIONER, VICE-MAYOR COMMISSIONER, AND CLERK-COMMISSIONER BY THE MEMBERS OF THE TOWN COMMISSION; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK, ON THE NOVEMBER , 2024 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town of Pembroke Park
Regular Commission Meeting
March 13, 2024

OPEN FOR PUBLIC COMMENTS
CLOSED FOR PUBLIC COMMENTS

**MOTION TO APPROVE ORDINANCE NO. 2024-002.
SECOND AND FINAL READING TO BE SET FOR NEXT COMMISSION MEETING
MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAM HODGKINS,
SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-0.**

11 NEW BUSINESS

11.1 ARPA Funds - Interim Town Manager Ghany
WITHDRAW AND MOVE TO WORKSHOP

11.2 Amnesty Program expired as of 4/30/2022. I would like to request for the program to be extended until 01/31/2026. This program assists residents who have financial hardship. - Chief Code Compliance Officer Ramirez
WITHDRAW AND MOVE TO WORKSHOP

12 OLD BUSINESS

12.1 Town Attorney Services - Interim Town Attorney Horowitz
INTERIM ATTORNEY HOROWITZ SPOKE ON RECORD AND SUBMITTED TO A
NEW AGREEMENT LETTER TO RETAIN LEGAL REPRESENTATION THROUGH
GOREN CHEROF DOODY & EZROL PA.

**MOTION TO EXTEND LEGAL REPRESENTATION WITH GOREN CHEROF DOODY
& EZROL P.A.
MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS,
SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED
4-0.**

13 DISCUSSION

13.1 Commissioner Jacobs asked about rumors he heard. Police Chief Dabney-Donovan explained that due to an ongoing investigation she is unable to comment on rumors. She reminded all that per Statue 112, which protects the Officer's Bill of Rights, she is unable to share anything at this time and that Interim Town Manger Ghany will be updated will results.

Clerk Commissioner Hodgkins is concerned about lawsuits against the Town initiated by Commissioner Jacobs that impose fines on the Town. Clerk Commissioner Hodgkins said the OIG and other organizations have not been helpful. He asks that Commissioner

Jacobs vacate his seat as Commissioner. Town Attorney Horowitz explained this is only possible through elections. The Charter states that if any member of the body causes fines to the Board, steps can be taken.

14 ATTORNEY REPORTS

Town Attorney is grateful to comments made by resident Roach. He looks forward to continuing to represent the town as legal counsel.

15 TOWN MANAGER REPORTS

15.1 Interim Town Manager Ghany asked for direction on what to do with the 100 chairs bought in 2016 by the Town. The Bamboo Social Club paid for 36 chairs. Vice Mayor Morrisette shared that the police department removed the chairs from the Bamboo Social Club.

INTERIM TOWN MANAGER GHANY RECEIVED DIRECTION TO RETURN THE 36 CHAIRS TO THE BAMBOO SOCIAL CLUB

MOTION TO APPROVE MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY COMMISSIONER GEOFFREY JACOBS. MOTION PASSED 4-0.

16 COMMISSION REPORTS

Commissioner Jacobs shared he feels there is false information about him being circulated.

Clerk Commissioner Hodgkins shared that this Commission has nothing to do with Jacobs' actions.

Acting Clerk Commissioner Kashem – NONE.

Clerk Commission Hodgkins – NONE.

Vice Mayor Morrisette – NONE.

Mayor Mohamed- NONE, she excused herself from the dais at 7:25 PM.

Police Chief Dabney Donovan spoke and said that she communicates with the Commissioners weekly and invites all to conduct open discussions on all matters. She wants anyone who hears a rumor to please address it with her. Again, she reminds all that she is here to serve them and the community.

17 ANNOUNCEMENTS

17.1 Special Commission meeting, Monday, February 12th, at 6:00 PM
Blood Drive, Saturday, February 24th, from 8:00 AM to 3:30 PM at 3184 West
Hallandale Beach Blvd.

Workshop Commission meeting, Wednesday, February 28th, at 6:00 PM
Regular Commission meeting, Wednesday, March 13th, at 7:00 PM
Special Magistrate, Wednesday, March 20th at 9:00 AM
Eggstravaganza, Saturday, March 23rd, from 10am to 2pm at the Preserve Park
Workshop Commission meeting, Wednesday, March 27th at 6:00 PM

TOWN CLERK MARTELL SPOKE ON RECORD

She reminded that the presidential primary elections will take place next Tuesday,
March 19,2024.

18 ADJOURNMENT With no further business the meeting adjourned at 8:25 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
Regular Commission Meeting
March 13, 2024



MINUTES SPECIAL COMMISSION MEETING

6:00 PM - Tuesday, March 26, 2024
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Tuesday, March 26, 2024, at 6:00 PM, in the Commission Chambers, with the following members present:

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

EXCUSED:

1 CALL TO ORDER

Mayor Mohammed called the meeting to order at 6:14 PM

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL

The meeting was called to order at 6:14 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Joseline Ramirez, Chief Code Enforcement Officer; Marlen Martell, Town Clerk; Aleem Ghany, Public Services Director; Mark Pakula, Information Technology Director; Suzi Reutlinger, Executive Assistant to Commission; Isabel Gallardo, Assistant to Town Clerk; Tom Positano, Deputy Public Services Director; Finance director, Finance & Budget Director; and Brian Sherman, Interim Town Attorney

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

NONE

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

NONE

6 NEW BUSINESS

Town of Pembroke Park
SPECIAL COMMISSION MEETING
March 26, 2024

6.1 Capital Improvement Projects

TOWN ATTORNEY SHERMAN SPOKE ON RECORD AND EXPLAINED THE CCNA GUIDELINES

THE FOLLOWING COMPANIES SPOKE ON THE RECORD:

LUIS BETALLELUZ PRESENTED FOR THE BETA JONES GROUP

JENA MARTINETTI PRESENTED FOR CALVIN GIORDANO & ASSOCIATES

ADRIAN ROBAINA PRESENTED FOR CONNECT ENGINEERING, LLC

STEPHEN C. SMITH PRESENTED FOR CRAIG A SMITH & ASSOCIATES

PATRICK GIBNEY PRESENTED FOR CRAVEN THOMPSON & ASSOCIATES

RICHARD BROWN PRESENTED FOR ENGENUITY GROUP

BOYO COKER PRESENTED FOR HBC ENGINEERING COMPANY

NOUR SHEHADEH PRESENTED FOR HSQ GROUP

STEVE WILLIAMS AND MIKE VOUDER MUELLEN PRESENTED FOR KEITH & ASSOCIATES

STEFANO VIOLA PRESENTED FOR KIMBLEY-HORN & ASSOCIATES

ACTING CLERK COMMISSIONER KASHEM STEPPED DOWN AT 7:36 PM

MAYOR MOHAMMED REQUESTED A RECESS

MEETING RECESSED AT 7:36 PM

MEETING RESUMED AT 7:50 PM

LOBBYIST CONNIE VANASSCHE WITH CAS SPOKE ON RECORD AND GAVE UPDATE ON GRANTS APPLIED FOR ON BEHALF OF THE TOWN.

MAYOR MOHAMMED DISTRIBUTED THE CAPITAL FUNDING SPREADSHEET TO ALL THE ENGINEERING COMPANIES THAT PRESENTED.

CLERK COMMISSION HODGKINS EXPRESSED THAT THE TOWN NEEDS TO PRIORITIZE PROJECTS BY URGENCY STATUS.

DEE CARPER, THE TOWN'S GRANT WRITER SPOKE ON RECORD OUTLINED PROJECTS THAT ARE CRITICAL AND TO BE REVIEWED FIRST.

INTERIM TOWN MANAGER GHANY - PRESENTED TO THE COMMISSION PENDING AND CURRENT CAPITAL IMPROVEMENT PROJECTS. DISCUSSION TOOK PLACE REGARDING POSSIBLE FUNDING AND TIMELINE. (SEE ATTACHED LIST OF PROJECTS)

DANIEL SHONK WITH CRAIG & ASSOCIATES SPOKE ON RECORD REGARDING STORMWATER PROJECT AND LIFT STATIONS NO. 14 & NO. 17, APPROXIMATE COMPLETION DATE JUNE 2024.

MAYOR MOHAMMED ASKED THE GRANT WRITERS TO IDENTIFY WHICH PROJECTS HAVE FUNDING FOR DESIGN.

STEFANO VIOLA WITH KIMBLEY-HORN SPOKE ON RECORD AND SHARED IT IS EXPECTED TO BE DESIGN READY BY JUNE 2024.

DANIEL SHONK WITH CRAIG & ASSOCIATES SPOKE ON RECORD AND ADVISED THAT THE CIP RECOMMENDATIONS ARE AVAILABLE FOR REVIEW AND ASKED IT BE PLACED ON THE NEXT SPECIAL MEETING AGENDA.

ACTING CLERK COMMISSIONER KASHEM GAVE DIRECTION TO INTERIM TOWN MANAGER GHANY FOR THE BETA JONES GROUP TO BE CONTACTED AND REQUEST THEY PROVIDE A SCOPE AND ENVIRONMENTAL STUDY FOR THE PARKS PROJECT IN ORDER TO SUBMIT FOR GRANTS.

MAYOR MOHAMMED DIRECTED EXECUTIVE ASSISTANT TO TOWN COMMISSION, SUZI REUTLINGER, TO PUBLISH BID.

EXECUTIVE ASSISTANT TO TOWN COMMISSION REUTLINGER SPOKE ON RECORD SAYING SHE HAS NOT YET **RECEIVED THE EPD**, INTERIM TOWN MANAGER GHANY EXPLAINED THAT THE GENERATOR ELECTRICAL DESIGN WILL TAKE APPROXIMATELY 45 DAYS, THIS IS THE ANTICIPATED TIME FRAME BEFORE HE COULD PUT OUT THE BID.

COMMISSIONER JACOBS REVIEWED TIMELINE OF SEVERAL PROJECTS AND IS CONCERNED WITH THE CURRENT GRANT MONEY THE TOWN HAS AND MIGHT LOSE DUE TO DELAYS.

STEPHEN SMITH OF CRAIG SMITH & ASSOCIATES SPOKE ON RECORD AND ASKED FOR DIRECTION IN MOVING FORWARD WITH THE MASTER PLAN.

THE COMMISSION WAS IN CONSENSUS AND GAVE DIRECTION TO INTERIM TOWN MANAGER GHANY TO MOVE FORWARD WITH THE MASTER PLAN AND TO PLACE ON THE NEXT SPECIAL AGENDA MEETING TO MOVE IT FORWARD.

7 ATTORNEY COMMENTS

NONE

8 TOWN MANAGER COMMENTS

NONE

9 COMMISSIONER COMMENTS

Commissioner Jacobs spoke on rumors and allegations concerning some officers' misconduct. He suggests that they look for a new Police Chief as our current one has not reprimanded any officers or looked into any allegations. He asks the commission to look into this issue regarding our safety.

Acting Clerk Commissioner Kashem - NONE

Clerk Commissioner Hodgkins asked if the Commission is allowed to interfere with Police Matters? Commissioner Jacobs replied that it does not matter if the Commission gets involved.

Vice Mayor Morrisette said that all these matters are under investigation, and we should not comment until the investigation is complete. He would like the Police Department to succeed and asked all to give them that opportunity.

Mayor Mohammed explained that Town Attorney Horowitz is looking into these matters. Attorney Horowitz has contacted FDLE. Mayor Mohammed said that policies are our responsibility and Attorney Horowitz is researching. She supports Commissioner Jacobs concern about safety and shared that Town Attorney Horowitz is assessing this matter.

OFFICER CARSON SPOKE ON RECORD CONFIRMING ALL THESE ISSUES ARE UNDER INVESTIGATION AND BRINGING THEM UP ON THE DAIS CAN BE DETRIMENTAL. THESE COMPLAINTS ARE BEING ADDRESSED AND INVESTIGATED BY THE POLICE CHIEF.

10 ANNOUNCEMENTS

- 10.1** Farm Share Food Giveaway, Saturday, April 6th at 9:00 am until 12 noon at the Preserve Park
Workshop Commission Meeting, Wednesday, March 27, 2024 at 6:00 PM
Regular Commission Meeting, Wednesday, April 10, 2024 at 7:00 PM
Special Magistrate Hearing, Wednesday, April 17, 2024 at 9:00 AM
Workshop Commission Meeting, Wednesday, April 24, 2024 at 6:00 PM

11 ADJOURNMENT

With no further Town business, the meeting adjourned at 9:19 PM

Commission approved on:

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Town of Pembroke Park
SPECIAL COMMISSION MEETING
March 26, 2024

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

Town of Pembroke Park
SPECIAL COMMISSION MEETING
March 26, 2024



MINUTES WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, March 27, 2024
Commission Chambers

The WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, March 27, 2024, at 6:00 PM, in the Commission Chambers, with the following members present:

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

EXCUSED:

1 CALL TO ORDER Mayor Mohammed called the meeting to order at 6:14 PM

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL

The meeting was called to order at 6:14 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Aleem Ghany, Public Services Director; Jacobs Horowitz, Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Executive Assistant to Commission; Mark Pakula, Information Technology Director; Joseline Ramirez, Chief Code Enforcement Officer; Ra Shana Dabney-Donovan, Police Chief; Isabel Gallardo, Assistant to Town Clerk; and Tom Positano, Deputy Public Services Director; Steve Pizzillo, Interim Chief Building Official; Quintin Morgan, Town Attorney; David DiLena, Interim Finance Director.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Deleted Item 11.2 and 11.3; combined Item 14.5 and 14.11

Town of Pembroke Park
Workshop Commission Meeting
March 27, 2024

5 PRESENTATIONS

5.1 Life Rings around water areas in the Town

SARAH PERRY SPOKE ON RECORD PRESENTING FOR LIFE RINGS

5.2 Legislative Report - Lobbyist Sigerson

TOWN LOBBYIST DAVID SIGERSON SPOKE ON RECORD AND SUBMITTED REPORT FOR COMMISSION REVIEW.

6 PLANNING CONSULTANT - MICHAEL VONDER-MEULEN

6.1 Live Local Act

MICHAEL VONDER-MEULEN WITH KEITH & ASSOCIATES AND TOWN LOBBYIST DAVID SIGERSON SPOKE ON RECORD.

Sigerson and Vonder-Meulen clarified the Live Local Act and Zoning requirements. Mayor Mohammed said she will schedule a lunch and learn to discuss this Act with Vonder-Meulen and get more details.

7 REPORTS OF COMMITTEES AND TOWN STAFF

7.1 Fire Department - Chief Kane

FIRE CHIEF KANE SPOKE ON RECORD AND SUBMITTED REPORT FOR COMMISSION REVIEW.

Mayor Mohammed informed that the Town is looking into a new ambulance to better serve the Town and looking into grant funding deadline to submit is April 12, 2024.

8 BUILDING DEPARTMENT - INTERIM BUILDING OFFICIAL PIZZILLO

8.1 Monthly Report

INTERIM BUILDING OFFICIAL STEVE PIZZILLO SPOKE ON RECORD AND SUBMITTED REPORT FOR COMMISSION REVIEW.

9 CODE COMPLIANCE - CHIEF CODE COMPLIANCE OFFICER RAMIREZ

9.1 Code Compliance Monthly Report - Feb 2024

CHIEF CODE COMPLIANCE OFFICER JOSELINE RAMIREZ SPOKE ON RECORD AND SUBMITTED REPORT FOR COMMISSION REVIEW.

9.2 Request extension of Amnesty Program - Amnesty Program expired as of 4/30/2022, recommend extending the program until 01/31/2026. This program assists residents who have financial hardship. - Chief Code Compliance Officer Ramirez
LINE ITEM.

CODE ENFORCEMENT RAMIREZ IS REQUESTING AN EXTENSION OF THE AMNESTY PROGRAM FOR RESIDENCES.

ACTING CLERK COMMISSIONER KASHEM EXCUSED HERSELF FROM THE DAIS AT 7:32 PM RETURNED TO DAIS AFTER RECESS.

MEETING RECESSED AT 7:44 PM.
MEETING RESUMED AT 8:00 PM.

10 FINANCE DEPARTMENT - CONSULTING FINANCE DIRECTOR DILENA

10.1 Bills over \$500 - For your information
INTERIM FINANCE DIRECTOR DAVID DILENA SPOKE ON RECORD AND SUBMITTED REPORT FOR COMMISSION REVIEW. HE WOULD LIKE TO OBTAIN A LIST OF APPROVED GRANTS.

MAYOR MOHAMMED DIRECTS THAT THE TOWN CLERK PULL ALL PRIOR APPROVED GRANTS.

11 POLICE DEPARTMENT - CHIEF DABNEY-DONOVAN

11.1 February Stats
POLICE CHIEF RA SHANA DABNEY-DONOVAN SPOKE ON RECORD AND SUBMITTED REPORT FOR COMMISSION REVIEW.

11.2 Safety Flock
WITHDRAWN FROM AGENDA.

11.3 Dabney-Donovan Employee Agreement
WITHDRAWN FROM AGENDA.

12 PUBLIC SERVICES DEPARTMENT - INTERIM TOWN MANAGER/PUBLIC SERVICES DIRECTOR GHANY

12.1 ARPA Funds - Interim Town Manager Ghany
NATALIA CUERVO WITH GAME TIME SPOKE ON RECORD AND PRESENTED PARK PLAYGROUND EQUIPMENT OPTIONS.

INTERIM TOWN MANAGER GHANY SPOKE ON RECORD AND SUBMITTED REPORT FOR COMMISSION REVIEW.

MAYOR MOHAMMED REQUESTS INTERIM TOWN MANAGER GHANY TO GET NUMBERS FROM THE CRITICAL LIST TO DISCUSS AT NEXT INFRASTRUCTURE COMMITTEE MEETING.

12.2 Town Hall Emergency Generator

Interim Town Manager Ghany and Daniel Shonk with Craig Smith & Associates stated the cost to move forward with the generator is \$124,000, and should be completed within a six-months.

PLACE FOR CONSENT.

13 OLD BUSINESS

13.1 History of Superfund Site - Mayor Mohammed
Informational

14 DISCUSSION

14.1 Employee Testing - Mayor Mohammed

To require testing for specific job positions

MAYOR MOHAMMED DISCUSSED THAT THIS SHOULD BE ADDED TO EMPLOYEE HANDBOOK.

14.2 Employee Evaluations - Mayor Mohammed

THE COMMISSION DIRECTS THE INTERIM TOWN MANAGER TO DISTRIBUTE EVALUATION FORMS ON DIRECTORS TO THE COMMISSION IN ORDER TO COMPLETE.

Also, moving forward to conduct semi-annual evaluations for positions that report to the Commission.

14.3 Police Department Assessment - Mayor Mohammed

PLACE ON CONSENT.

MAYOR MOHAMMED DIRECTS TOWN ATTORNEY HOROWITZ TO PROVIDE ASSESSMENT REPORT OF THE POLICE DEPARTMENT FROM THE COMPANY CONDUCTING IT.

Authorizing the Interim Town Manager to hire an independent consultant to evaluate the police department and present a fair and unbiased assessment of the department's strength weaknesses and provide a blueprint to move the department forward.

14.4 Vacant Positions to be Budgeted - Mayor Mohammed

PLACED ON CONSENT

ADD 4 POSITIONS, (1) ASSISTANT TOWN MANAGER, (2) ASSISTANT TO COMMISSION, (3) PUBLIC SAFETY OFFICER, AND (4) CONTRACT ADMINISTRATOR.

To fund vacant recommended positions and create new positions.

14.5 Building Services - Mayor Mohammed

Discussion of Item 14.11 was combined with 14.5.

THE COMMISSION DIRECTS STAFF TO ADVERTISE IN-HOUSE BUILDING OFFICIAL. THE BUILDING CONTRACT SERVICES WILL REMAIN UNTIL A BUILDING OFFICIAL IS HIRED.

MARK PAKULA SPOKE ON RECORD WITH UPDATE REGARDING BUILDING DEPARTMENT SOFTWARE. HE HAS SPOKEN WITH 2 COMPANIES AND IS WORKING ON GETTING QUOTES.

Discussion about approved Senate Bill requiring permits to be processed with a reasonable time, otherwise the Town automatically waives permit process.

14.6 Citizen Advisory Board - Mayor Mohammed

To create a citizen advisory board which would allow citizens the ability to advise law enforcement policies and procedures.

NO ACTION.

14.7 Redistricting - Mayor Mohammed

MAYOR MOHAMMED GAVE DIRECTION TO CONDUCT REDISTRICTING STUDY.

14.8 Town Chartered Positions - Mayor Mohammed

To delineate positions in the charter for chartered positions.

LINE ITEM.

IN ADDITION, MAYOR MOHAMMED WANTS TO CREATE A MEETING WITH THE CHARTER REVIEW COMMITTEE MEMBERS TO DISCUSS THEIR RECOMMENDATIONS THE TOWN ATTORNEY IS TO MAKE THE PRESENTATION.

14.9 Election Modification - Mayor Mohammed

TOWN CLERK MARTELL SPOKE ON RECORD INFORMING THERE ARE ELECTION CONTRADICTIONS IN THE TOWN CHARTER AND CODE OF ORDINANCE.

NO ACTION TAKEN.

To update charter and code of ordinance regarding elections process.

14.10 Early Learning Coalition Match Letter - Mayor Mohammed, Interim Town Manager Ghany. They are requesting \$2,186.

PLACED ON CONSENT.

14.11 Building Department Contract Renewal - Mayor Mohammed

Combined in discussion with Item 14.5

SEE COMMENTS OF DISCUSSION ON ITEM 14.5 AS THESE WERE COMBINED.

14.12 CIP from Special Commission meeting - Mayor Mohammed

Commissioner Jacobs suggested CIP be on future Workshops and Mayor Mohammed agreed.

THE COMMISSION DIRECTED STAFF TO SCHEDULE A MEETING TO DISCUSS
INFRASTRUCTURE AND FINANCES ON MAY 1, 2024 AT 6:00 PM.

14.13 Revised Agenda Cover Sheet - Mayor Mohammed

Commission agreed to the revised cover letter.

MAYOR MOHAMMED DIRECTED TOWN CLERK MARTELL TO REVISE COVER
SHEET ON ICOMPASS.

14.14 Human Resources Consulting Services 24-02 - Mayor Mohammed

To award bid to hire HR Consultant Services

PLACED ON CONSENT.

14.15 Abatement - Brand Lighting Corp - Mayor Mohammed

To rescind 2023 licensing fee & penalties of 449.00

PLACED ON CONSENT

14.16 Infrastructure - Commissioner Jacobs

DANIEL SHONK WITH CRAIG SMITH & ASSOCIATES SPOKE ON RECORD
REGARDING THE INFRASTRUCTURE OF DRAINAGE, CONNECTION, AND
SEPARATE PUMP STATION.

PLACED ON CONSENT APPROVING CAS TO HANDLE 25TH STREET PROJECT

14.17 Investigation regarding June 11, 2023, letter of complaint - Commissioner Jacobs

INTERIM TOWN MANAGER GHANY SHARED THAT TOWN ATTORNEY

HOROWITZ'S REPORT EXONERATED THE POLICE OFFICERS.

15 ATTORNEY COMMENTS NONE

16 TOWN MANAGER COMMENTS NONE

17 COMMISSIONER COMMENTS

Commissioner Jacobs- Requested the termination of the of the Chief of Police to be
placed on the next agenda.

Acting Clerk Commissioner Kashem – NONE.

Clerk Commissioner Hodgkins - Requests that agenda items are submit by the deadline and for all items to contain complete backup and information so there are no surprises.

Town Clerk- Reminded the Commission of adopted Ordinance No. 2023-005, which says agenda items are to be submitted in a timely manner for staff to have sufficient time to review.

Vice Mayor Morrisette- NONE.

Mayor Mohammed- Mayor says she tries to stay within the 48 hours to submit items.

18 ANNOUNCEMENTS

18.1

Farm Share Food Giveaway, Saturday, April 6th at 9:00 am until 12 noon at the Preserve Park

Special Commission Meeting is rescheduled for Friday, April 5, 2024 @ 6:00 PM

~~Regular Commission Meeting, Wednesday, April 10, 2024 at 7:00 PM- CANCELLED~~

Special Magistrate Hearing, Wednesday, April 17, 2024 at 9:00 AM

Workshop Commission Meeting, Wednesday, April 24, 2024 at 6:00 PM

Infrastructure and Finance Meeting, Wednesday, May 1, 2024 at 6:00 PM

19 ADJOURNMENT

ATTEST:

Marlen D. Martell, Town Clerk

Commission approved on:

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

Town of Pembroke Park
Workshop Commission Meeting
March 27, 2024

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 - Friday, April 5, 2024
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Friday, April 5, 2024, at 6:00 PM, in the Commission Chambers, with the following members present:

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

EXCUSED:

1 CALL TO ORDER

Meeting called to Order at 6:10 PM

2 PLEDGE OF ALLEGIANCE

Led by Mayor Ashira Mohammed

3 ROLL CALL

The meeting was called to order at 6:10 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Aleem Ghany, Public Services Director; Suzi Reutlinger, Executive Assistant to Commission; Ra Shana Dabney-Donovan, Police Chief; Jacobs Horowitz, Town Attorney; Finance director, Finance & Budget Director; Joseline Ramirez, Chief Code Enforcement Officer; and Stephanie Woodbury, Project Manager

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

WITHDRAW ITEM 11.6 AND REMOVE 7.3 FROM CONSENT.

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

CRISSY GAMMON SPOKE ON RECORD
DAVID ROACH SPOKE ON RECORD
LISA BROCK SPOKE ON RECORD

Town of Pembroke Park
SPECIAL COMMISSION MEETING
April 5, 2024

EVA RIMMER SPOKE ON RECORD
DWAYNE CASON SPOKE ON RECORD
DOMINGO M HOWARD SPOKE ON RECORD
ANGELICA TAURE SPOKE ON RECORD
MARK YOUNG SPOKE ON RECORD
TRACY WADE SPOKE ON RECORD
WENDY MORSE SPOKE ON RECORD
CSA JENKINS SPOKE ON RECORD

- 5.1** MOTION TO ALLOW CRISSY GAMMON TO SPEAK BEYOND THE 3 MINUTE MARK

**MOTION TO EXTEND PUBLIC COMMENT TIME
MOTION FAILED**

MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION OPPOSED 2-3 MAYOR ASHIRA MOHAMMED, ACTING CLERK COMMISSIONER MUSFIKA KASHEM, AND COMMISSIONER GEOFFREY JACOBS OPPOSED.

6 PRESENTATIONS / PROCLAMATIONS

NONE

7 CONSENT AGENDA

- 7.1** Town Hall Emergency Generator

Interim Town Manager Ghany and Daniel Shonk with Craig Smith & Associates both spoke regarding the cost to move the generator is \$124,000, with a six-month completion time
ITEM FORWARD FOR CONSENT.

- 7.2** Police Department Assessment - Mayor Mohammed

FORWARD FOR CONSENT- TOWN ATTORNEY HOROWITZ WILL PROVIDE REPORT OF THE POLICE DEPARTMENT ASSESSMENT.

TO AUTHORIZE THE INTERIM TOWN MANAGER TO HIRE AN INDEPENDENT CONSULTANT TO EVALUATE THE POLICE DEPARTMENT AND PRESENT A FAIR AN UNBIASED ASSESSMENT OF THE DEPARTMENT STRENGTH WEAKNESSES AND PROVIDE A BLUEPRINT TO MOVE THE DEPARTMENT FORWARD

- 7.3** Vacant Positions to be Budgeted - Mayor Mohammed

FORWARD FOR CONSENT- ADD 4 POSITIONS, (1) ASSISTANT TOWN MANAGER, (2) ASSISTANT TO COMMISSION PUBLIC SAFETY, (3) PUBLIC SAFETY OFFICE, AND (4) CONTRACT ADMINISTRATOR.

To fund vacant recommended positions and create new positions

MOTION TO DEFER UNTIL WE HAVE HR

MOTION TO APPROVE MADE BY MAYOR ASHIRA MOHAMMED, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION 2-3 MAYOR ASHIRA MOHAMMED, ACTING CLERK COMMISSIONER MUSFIKA KASHEM, AND COMMISSIONER GEOFFREY JACOBS OPPOSED.

MOTION TO FUND THESE POSITIONS

MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 VICE MAYOR ERIK MORRISSETTE OPPOSED.

- 7.4** Early Learning Coalition Match Letter - Mayor Mohammed, Interim Town Manager Ghany

ITEM FOR CONSENT.

They are requesting \$2,186

- 7.5** Human Resources Consulting Services 24-02 - Mayor Mohammed

FORWARD FOR CONSENT TO REVISE COVER SHEET.

To award bid to hire HR Consultant Services

- 7.6** Abatement - Brand Lighting Corp - Mayor Mohammed

FORWARD FOR CONSENT.

To rescind 2023 licensing fee & penalties of 449.00

- 7.7** CAS for 25th Street Project

MOTION TO ADOPT CONSENT AGENDA MINUS ITEM 7.3

MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

8 RESOLUTIONS

NONE.

9 ORDINANCES

9.1 ORDINANCE NO. 2024-003 - Mayor Mohammed

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE TOWN OF PEMBROKE PARK AT SECTION 15, ENTITLED "CREATION OF DEPARTMENTS;" ESTABLISHING THE POSITIONS OF TOWN MANAGER, TOWN CLERK, PUBLIC WORKS DIRECTOR, BUILDING OFFICIAL, TOWN ATTORNEY, FINANCE DIRECTOR, TOWN PLANNER AND CHIEF OF POLICE AS CHARTER OFFICERS ENGAGED BY AND REPORTING DIRECTLY TO THE TOWN COMMISSION; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK, ON THE NOVEMBER 5, 2024 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

FLOOR OPEN TO THE PUBLIC FOR COMMENTS.
DAVID ROACH SPOKE ON RECORD.
MAYOR CLOSED FOR PUBLIC COMMENTS.

THE ORDINANCE WAS READ BY THE TOWN ATTORNEY INTO THE RECORD BY TITLE. SECOND READING SCHEDULED FOR MAY 8, 2024.

MOTION TO ADOPT ORDINANCE 2024-001

**MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS,
SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM.
MOTION PASSED 5-0.**

Ordinance will be advertised for 2nd Reading on the May 8th Meeting

10 OLD BUSINESS

10.1 GRANTS - Mayor Mohammed

INFORMATIONAL

Mayor Mohammed provided list of Grants

LINE ITEM FOR NEXT INFRASTRUCTURE MEETING. PROVIDE LIST OF GRANTS PRIOR TO 2020 AND OF MONEY WE GAVE BACK TO THE GRANTOR.

CHIEF OF POLICE DABNEY DONOVAN SPOKE ON RECORD.
FINANCE DIRECTOR DILENA SPOKE ON RECORD.

11 NEW BUSINESS

11.1 Employee Training - Mayor Mohammed

Mayor Mohammed would like for staff to cross train with other cities.

MOTION FOR EMPLOYEES TO CROSS TRAIN WITH OTHER CITIES

**MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE,
SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM.
MOTION PASSED 5-0.**

DIRECTION GIVEN TO TOWN ATTORNEY HOROWITZ TO DRAW UP AN AGREEMENT

11.2 Building Department Contract Renewal - Interim Town Manager Ghany Extend the Safe Built Contract on a month-to-month Basis until a Building Official is hired.

MOTION TO APPROVE MONTH-TO-MONTH CONTRACT FOR BUILDING OFFICIAL UNTIL THE POSITION IS FILLED.

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

11.3 Amnesty Program expired as of 4/30/2022, recommend extending the program until 01/31/2026. This program assists residents who have financial hardship. - Chief Code Compliance Officer Ramirez

CODE ENFORCEMENT JOSELINE RAMIREZ SPOKE ON RECORD. SOME
RESIDENTS HAVE DELAYS WITH PUTTING DOCUMENTS IN ORDER AND
EXPERIENCED DELAYS.

Attorney Horowitz will bring back a resolution extending the date through
January 2026.

MOTION TO EXTEND AMNESTY PROGRAM IN ITS ENTIRETY UNTIL JANUARY 31, 2026

**MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE,
SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM.
MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.**

11.4 DISCUSSION - Elimination of Districts - Clerk Commissioner Hodgkins / Town Attorney Horowitz

LINE ITEM FOR DISCUSSION AT SPECIAL CHARTER REVIEW MEETING ON APRIL 15, 2024 AT 6:00 PM. DIRECTION GIVEN TO TOWN ATTORNEY HOROWITZ TO PROVIDE ORDINANCE

ACTING CLERK COMMISSIONER KASHEM EXCUSED HERSELF AT 7:40 PM

MAYOR MOHAMMED REQUESTED A RECESS
MEETING RECESSED AT 7:41 PM
MEETING RESUMED AT 8:03 PM

11.5 Termination of Police Chief - Commissioner Jacobs

COMMISSIONER JACOBS WANTS A MOTION TO REMOVE THE CURRENT POLICE CHIEF, TO GIVE DIRECTION TO INTERIM TOWN MANAGER TO GIVE HER NOTICE, TO SCHEDULE HER TO SPEAK AT NEXT COMMITTEE MEETING, AND TO REPLACE THE OPEN POSITION OF POLICE CHIEF.

TOWN ATTORNEY HOROWITZ REMINDED ALL THE CHIEF WILL BE ALLOWED TO SPEAK AT THE MAY 8, 2024 MEETING SHOULD SHE BE VOTED OUT. IN REGARD TO A CLAIM LETTER AGAINST THE LAWSUIT THAT MIGHT BE PENDING HE URGES THE COMMISSIONERS NOT TO DISCUSS. SPECIAL PRIVATE GAIN OR LOSS OF ONES FINANCIAL BENEFIT WOULD BE THE ONLY VOTING CONFLICT.

VICE MAYOR MORRISSETTE SPOKE ON RECORD HIGHLIGHTING CHIEF DABNEY DONOVAN'S ACCOMPLISHMENTS DURING HER TERM AND HIS DISHEARTENS FOR THIS LACK OF RECOGNITION OF MERITS AND THE HIGH COST THE TOWN WILL END UP PAYING. HE COMMENTED THAT CHIEF DABNEY DONOVAN WAS THE MOST QUALIFIED AND FEELS SHE IS BEING TARGETED.

MAYOR MOHAMMED MENTIONED HER ONLY INTENT IS TO ASSURE THE SUCCESS OF THE TOWN.

CLERK COMMISSIONER HODGKINS FEELS IT IS A CONFLICT TO ALLOW COMMISSIONER JACOBS TO VOTE.

CHIEF DABNEY DONOVAN STATED SHE HAS SERVED THE COMMUNITY WITH SAFETY BEING A PRIORITY SINCE THE DAY SHE WAS SWORN IN ON SEPTEMBER 2023. SHE CONFIRMS THE ALLEGATIONS LISA BROCK SPOKE OFF ARE ALL INCORRECT AND THE TOWN HAD NOTHING TO DO WITH ANY OF THEM. CHIEF HAS BEEN ABUSED MONTH AFTER MONTH BUT SAID SHE HAS KEPT HER INTEGRITY. SHE ASKS WE SEE THE

FACTS AND NOT AGENDAS ON POLITICAL GAIN WHILE OBTAINING FALSE INFORMATION. THERE WAS INFORMATION THAT WENT THROUGH THE CHAIN OF COMMAND AND WAS DELAYED BEFORE IT REACHED HER AND IN SPITE OF THIS SHE PUSHED FORWARD FOR FACTS. SHE HAS NEVER FILED ANY REPORT AGAINST ANYONE AND CONFIRMS SHE HAS ALWAYS DONE HER JOB ALONG WITH ALL THE OFFICERS. SHE FINDS THE ACTIONS OF THIS DISCUSSION, ESPECIALLY FROM COMMISSIONER JACOBS, AS POLITICALLY DRIVEN, RACIAL AND RETALIATORY IN NATURE. SHE STANDS IN TRUTH AND SERVICE AND WILL CONTINUE TO SERVE. SHE THANKS ALL FOR HER SUPPORT AND ASKS EVERYONE TO CONTINUE TO MOVE

ACTING SERGENT CASON SPOKE ON RECORD EXPLAINING THE PROCESS OF ACCREDITATIONS.

MOTION TO TERMINATE POLICE CHIEF DABNEY- DONOVAN AND DIRECT INTERIM TOWN MANAGER TO PROVIDE WRITTEN AND AN OPPORTUNITY TO BE HEARD AT THE MAY 8, 2024 REGULAR MEETING

MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 3-2 VICE MAYOR ERIK MORRISSETTE AND CLERK COMMISSIONER WILLIAM HODGKINS OPPOSED.

Vice Mayor Morrissette spoke against the voting of terminating current Police Chief Dabney-Donovan and gave examples of his distress and discontent

MOTION TO APPOINT WENDY MORSE AS ACTING CHIEF OF POLICE UNTIL A PERMANENT POLICE CHIEF IS HIRED

MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 3-2 VICE MAYOR ERIK MORRISSETTE AND CLERK COMMISSIONER WILLIAM HODGKINS OPPOSED.

- 11.6** ARPA Funds - Interim Town Manager Ghany
Purchase ambulance
Full-time employee for Fire Dept.
Parks Master Plan

MAYOR MOHAMMED DIRECTED INTERIM TOWN MANAGER GHANY TO GET NUMBERS FROM THE CRITICAL LIST TO DISCUSS AT NEXT INFRASTRUCTURE COMMITTEE MEETING.

- 11.7** Parks Master Plan Proposal - Interim Town Manager Ghany

DIRECTIVE- INTERIM TOWN MANAGER TO BRING SIGNED CONTRACT TO NEXT MEETING

MOTION TO APPROVE THE PARKS MASTER PLAN CONTRACT WITH THE BETA JONES GROUP

MOTION TO APPROVE MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 5-0.

12 ATTORNEY COMMENTS

TOWN ATTORNEY HOROWITZ ASKS THE TOWN CLERK'S OFFICE TO CONTACT THE COMMITTEE REVIEW MEMBERS AND CONFIRM THEIR ATTENDANCE AT THE SPECIAL CHARTER REVIEW MEETING ON APRIL 15, 2024.

13 TOWN MANAGER COMMENTS

INTERIM TOWN MANAGER GHANY SAID THE LIGHTING IMPROVEMENTS AT INTERSECTIONS ON 56, 48, 52, 40, AVENUE AND SOUTH PARK ROAD WILL COMMENCE IN THE NEXT FEW WEEKS. TRIP HAZARDS SIDEWALK IMPROVEMENTS ARE STARTING ALSO. TREE TRIMMINGS ARE BEING SCHEDULED ON THE RIGHT OF AWAY.

14 COMMISSIONER COMMENTS

COMMISSIONER HODGKINS - NONE

COMMISSIONER JACOBS- FED UP WITH CONTINUOUS ALLEGATIONS, FEELS WE ARE FINALLY MOVING IN THE RIGHT DIRECTION AND BACK ON TRACK. REQUESTS THAT ON OFF WEEKS FROM REGULAR AND WORKSHOP MEETINGS WE HAVE ON ONE WEEK AN INFRASTRUCTURE MEETING AND ON THE OTHER ONE A FINANCE MEETING OF ABOUT ONE HOUR TO ADDRESS CONCERNS. REDUCING THE EXISTING LENGTHY MEETINGS.

MAYOR MOHAMMED - AGREES TO SCHEDULING MORE MEETINGS TO HELP EVERYONE BE UP TO DATE, AS WELL AS ENGAGING THE NEW COMMISSION TO GET THEM UP TO PAR. MAYOR CLARIFIED RUMORS AND ALLEGATIONS AND ENCOURAGES THE COMMISSION TO DO THEIR JOBS

ACTING CLERK COMMISSIONER- NONE

VICE MAYOR MORRISSETTE- NONE

15 ANNOUNCEMENTS

- 15.1** Farm Share Food Giveaway, Saturday, April 6th at 9:00 am until 12 noon at the Preserve Park
CANCELLED Regular Commission Meeting, Wednesday, April 10, 2024 at 7:00 PM
Special Magistrate Hearing, Wednesday, April 17, 2024 at 9:00 AM
Workshop Commission Meeting, Wednesday, April 24, 2024 at 6:00 PM

16 ADJOURNMENT

With no further Town business, meeting adjourned at 9:51 PM

Commission approved on:

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



MINUTES EMERGENCY COMMISSION MEETING

6:00 PM - Monday, April 15, 2024
Council Chambers

The EMERGENCY COMMISSION MEETING of the Town of Pembroke Park was called to order on Monday, April 15, 2024, at 6:00 PM, in the Council Chambers, with the following members present:

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

EXCUSED:

1 CALL TO ORDER

Meeting called to Order at 6:03 PM.

2 PLEDGE OF ALLEGIANCE

Led by Mayor Ashira Mohammed.

3 ROLL CALL

The meeting was called to order at 6:03 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Aleem Ghany, Public Services Director; Marlen Martell, Town Clerk; Suzi Reutlinger, Executive Assistant to Commission; Isabel Gallardo, Assistant to Town Clerk; and Jacobs Horowitz, Town Attorney; and Interim Police Chief, Wendy Morse.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

NONE.

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

NONE.

6 NEW BUSINESS

6.1 Interim Chief of Police

Town of Pembroke Park
EMERGENCY COMMISSION MEETING
April 15, 2024

INTERIM POLICE CHIEF WENDY MORSE SPOKE ON RECORD DURING REVIEW OF ALL DEPARTMENT POLICIES AND PROCEDURES SHE NOTICED SOME FILES AND KEYS ARE MISSING. SHE WILL REMAIN ON RESERVE STATUS AND CONTINUE TO WORK ON FILES.

DANIEL DECOURSEY SPOKE ON RECORD.
HE WILL PROVIDE A 30/60/90 DAY GOAL MAP OF PROGRESS FOR THE POLICE DEPARTMENT BY MAY 2024.

CLERK COMMISSIONER HODGKINS EXPRESSED THAT DABNEY DONOVAN SHOULD HAVE BEEN PROVIDED THE SAME 1 YEAR PERIOD TOWN EMPLOYEES ARE GIVEN TO FULFILL HER ROLE.

COMMISSIONER JACOBS COMMENTS THAT DABNEY DONOVAN WORKED FOR THE DEPARTMENT 1 YEAR PRIOR AND UNDERSTOOD THE DEPARTMENT.

VICE MAYOR MORRISSETTE ADVISES WE SHOULD LOOK WITHIN OUR POLICE DEPARTMENT TO HIRE.

THE COMMISSION GAVE DIRECTIVE TO THE TOWN ATTORNEY HOROWITZ TO DRAFT A 6 MONTH EMPLOYMENT AGREEMENT FOR THE ONCOMING INTERIM CHIEF OF POLICE, DANIEL DECOURSEY.

MAYOR MOHAMMED REQUESTED A RECESS.
MEETING RECESSED AT 6:23 PM.
MEETING RESUMED AT 6:43 PM.

MOTION TO HIRE DANIEL DECOURSEY AS INTERIM CHIEF OF POLICE BASED ON A 6 MONTH EVALUATION PROCESS.

MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

TOWN CLERK SWORE IN DANIEL DECOURSEY AS OUR NEW INTERIM CHIEF OF POLICE.

7 ADJOURNMENT

With no further Town business meeting adjourned at 6:43 PM.

Commission approved on:

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

Town of Pembroke Park
EMERGENCY COMMISSION MEETING
April 15, 2024



MINUTES SPECIAL COMMISSION MEETING

7:00 PM - Monday, April 15, 2024
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Monday, April 15, 2024, at 7:00 PM, in the Commission Chambers, with the following members present:

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

EXCUSED:

1. CALL TO ORDER

Meeting called to Order at 7:10 PM

2. PLEDGE OF ALLEGIANCE

Led by Mayor Ashira Mohammed

3. ROLL CALL

The meeting was called to order at 7:10 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Interim Town Manager, Aleem Ghany; Town Clerk, Marlen Martell; Town Attorney, Jacob Horowitz; Executive Assistant to Mayor and Commissioners, Suzi Reutlinger; and Town Lobbyist, David Sigerson.

4. DELETIONS OR WITHDRAWALS TO THE AGENDA

NONE.

5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

DAVID ROUCHE SPOKE ON RECORD.

6. PRESENTATIONS

Charter Review Committee Recommendations - Town Attorney Horowitz
TOWN ATTORNEY HOROWITZ SPOKE ON RECORD TO PRESENT THE
RECOMMENDATIONS OF THE CHARTER REVIEW BOARD.

GARY SCHRADER WITH THE CHARTER REVIEW BOARD SPOKE ON
RECORD.
EVELYN CUNNINGHAM WITH THE CHARTER REVIEW BOARD SPOKE ON
RECORD.
PAULETTE WALKER WITH THE CHARTER REVIEW BOARD SPOKE ON
RECORD.

TOWN LOBBYIST SIGERSON SPOKE ON RECORD.

ACTING CLERK COMMISSIONER KASHEM STEPPED DOWN AT 8:48 PM.
ACTING CLERK COMMISSIONER KASHEM RETURNED AT 8:57 PM.

7. ORDINANCES

Ordinance No. 2024-004 - Clerk Commissioner Hodgkins
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF
THE TOWN OF PEMBROKE PARK AT SECTION 9, ENTITLED "TOWN
COMMISSION;" PROVIDING FOR THE ELIMINATION OF COMMISSION
DISTRICTS AND THE ELECTION OF FIVE (5) AT-LARGE COMMISSION
MEMBERS; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED,
SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN
OF PEMBROKE PARK, ON THE NOVEMBER 5, 2024 GENERAL ELECTION
BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW;**
PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION;
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE
DATE.

TOWN ATTORNEY HOROWITZ READS THE ORDINANCE BY TITLE INTO
THE RECORD.

MAYOR MOHAMED OPENED PUBLIC COMMENT.
NO COMMENT FROM THE PUBLIC.
MAYOR CLOSED PUBLIC COMMENT.

MOTION TO ADOPT ORDINANCE NO. 2024-004

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION FAILED 2-3 MAYOR ASHIRA MOHAMMED, ACTING CLERK COMMISSIONER MUSFIKA KASHEM, AND COMMISSIONER GEOFFREY JACOBS OPPOSED.

8. ATTORNEY COMMENTS

Town Attorney Horowitz will provide a Redline of Charter to the Commission to include discussed changes.

9. TOWN MANAGER COMMENTS

NONE.

10. COMMISSIONER COMMENTS

Clerk Commissioner Hodgkins wants ordinance 2024-004 to have a second reading and for voters to be able to vote as a whole.

Commissioner Jacobs wants to remain with the current form of government that supports the 3/2 votes and staggered. He does not want to eliminate the Districts.

Vice Mayor Morrisette prefers the voters to decide on a ballot and not for the commission to decide. He also personally thanks the Charter Review Board for all their efforts and hard work.

Acting Clerk Commissioner Kashem does not think it is a good idea to eliminate the Districts.

Mayor Mohammed had several questions that were reviewed with Town Attorney Horowitz for clarification.

DIRECTION GIVEN BY MAYOR MOHAMMED TO TOWN ATTORNEY HOROWITZ ASKING HIM TO COMPILE LIST OF ALL FRANCHISE CONTRACT AGREEMENTS.

DIRECTION GIVEN BY MAYOR MOHAMMED TO TOWN MANAGER GHANY TO PROVIDE SIGNED HR CONTRACT AND TO SCHEDULE MEETINGS WITH HR COMPANY AND COMMISSIONERS.

11. ANNOUNCEMENTS

Special Magistrate Hearing, Wednesday, April 17, 2024 at 9:00 AM

Workshop Commission Meeting, Wednesday, April 24, 2024 at 6:00 PM

12. ADJOURNMENT

With no further Town business, the meeting adjourned at 9:26 PM.

Commission approved on:

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

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Agenda Request

Subject:	2024 Conferences
Meeting Date:	AGENDA WORKSHOP COMMISSION MEETING - Apr 24 2024
Prepared For:	Town Commission
Staff Contact:	jeffrey louis, Emergency Management Manager
Dept/Group:	Building
Recommendation for Counsel to consider:	seeking approval of change of conference from F.A.C.E. to BOAF
Background Information:	approved conference list from February 8, 2024, I'm updating conference list to change attendance from Florida Association of Code Enforcement to Building Official Association of Florida Conference
Staff Recommendations:	
Financial Implications:	\$1,375.50 to \$1,295.50 of budgeted education funds
Alternatives:	Non approval would revert back to original list.

ATTACHMENTS:

[Copy of 2024Conferences](#)

[2024Conferences](#)

[Copy of 2024Conferences- correction 1](#)

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

2023/2024 Upcoming Conferences									
Department	Employee	Date	Conference	Registration	Estimated Cost for Lodging	Estimated Transportation Cost (Flight, Fuel, Mileage, Car Service)	Estimated Cost for Per Diem	Estimated Cost for Parking	
Finance	Christian Noel	June 9-12th	118th Annual Gov't Finance Officers Association	\$ 500.00	\$ 1,005.96	TBD	\$ 310.50	\$	112.00
Building	Nazly Cardona	May 28-31st	36th Annual Fla. Association of Business Tax Officials	\$ 399.00	\$ 756.00	N/A	\$ 241.50		TBD
Building	Jeffrey Louis	May 12-17th	2024 Governors Hurricane Conference	\$ 285.00	\$ 636.00	TBD	\$ 310.50	\$	62.50
Building	Jeffrey Louis	June 10-12th	2024 Building Official Association of Florida annual conference	\$ 649.00	\$ 280.00	TBD	\$ 241.50	\$	22.00
Clerk	Marlen Martell	April 23-26th	2024 Florida Floodplain Managers Association Annual Conference	\$ 475.00	\$ 744.00	N/A	\$ 310.50		TBD
Clerk	Marlen Martell	October 13-17th	2024 Florida Association of City Clerks Fall Academy (FYE 2025 Budget)	\$ 425.00	\$ 795.00	TBD	\$ 310.50		TBD
Code	Joseline Ramirez	May 28-31st	36th Annual Fla. Association of Business Tax Officials	\$ 399.00	\$ 756.00	N/A	\$ 241.50	\$	68.00
Code	Joseline Ramirez	June 11-14th	35th Florida Association of Code Enforcement	\$ 590.00	\$ 496.00	N/A	\$ 241.50		TBD
Police	Chief Donovan	June 17-21st	Florida Police Accreditation Conference	\$ 275.00	\$ 745.00	N/A	\$ 379.50		TBD
Police	Dwaymon Cason	June 17-21st	Florida Police Accreditation Conference	\$ 275.00	\$ 745.00	N/A	\$ 379.50		TBD
Police	Eva Rimmer	June 17-21st	Florida Police Accreditation Conference	\$ 275.00	\$ 745.00	N/A	\$ 379.50		TBD
Police	Randean Morgan	June 17-21st	Florida Police Accreditation Conference	\$ 275.00	\$ 745.00	N/A	\$ 379.50		TBD
Police	Chief Donovan	September 30-October 4th	FL-PAC Accreditation Conference to Accept Award (FYE 2025 Budget)	\$ 275.00	\$ 745.00	N/A	\$ 352.00		TBD
Police	Dwaymon Cason	September 30-October 4th	FL-PAC Accreditation Conference to Accept Award (FYE 2025 Budget)	\$ 275.00	\$ 745.00	N/A	\$ 352.00		TBD
Police	Eva Rimmer	September 30-October 4th	FL-PAC Accreditation Conference to Accept Award (FYE 2025 Budget)	\$ 275.00	\$ 745.00	N/A	\$ 352.00		TBD
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Police	Chief Donovan	October 19-22nd	International Association of Chiefs of Police	\$ 500.00	\$ 1,636.00	Flight TBD	\$ 355.50		N/A
Sewer	Thomas Positano	September 8-11th	2024 American Public Works Association Annual Conference (Prices Currently Unavailable)	TBD	TBD	N/A	\$ 333.00		TBD
Sewer	Thomas Positano	June 12-14th	2024 Florida Stormwater Association Annual Conference (Prices Currently Unavailable)	TBD	TBD	N/A	TBD		TBD
Sewer/Stormwater	Aleem Ghany	June 23-27th	2024 Annual Association of Floodplain Managers	\$ 735.00	\$ 1,145.00	Flight TBD	\$ 288.00		N/A
Sewer/Stormwater	Aleem Ghany	June 12-14th	2024 Florida Stormwater Association Annual Conference (Prices Currently Unavailable)	TBD	TBD	N/A	TBD		TBD

Sewer/Stormwater	Aleem Ghany	April 23-26th	2024 Florida Floodplain Managers Association Annual Conference	\$	475.00	\$	744.00	N/A	\$	310.50	TBD
Sewer/ Stormwater	Aleem Ghany	May 29th- June 1st	2024 Florida City and County Management Association Annual Conference (Prices Currently Unavailable)		TBD		TBD	N/A	\$	241.50	TBD

Per Diem will be determined by the General Services Administration Website

Meals provided by the convention or hotel will be deducted whenTravel forms are submitted prior to conference

* Mileage does not apply to employees with take home vehicles/ only gas*

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Conferences Expense After September 30th Will Come Out Of The 2024-25 Budget

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\$ 1,928.46
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\$ 1,372.00
\$ -
\$ 2,491.50
\$ 333.00
\$ -
\$ 2,168.00
\$ -

\$	1,529.50
\$	241.50
\$	29,512.96

2023/2024 Upcoming Conferences									
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Building	Jeffrey Louis	May 12-17th	2024 Governors Hurricane Conference	\$ 285.00	\$ 636.00	TBD	\$ 310.50	\$	62.50
Building	Jeffrey Louis	June 11-14th	35th Florida Association of Code Enforcement	\$ 590.00	\$ 496.00	TBD	\$ 241.50		TBD
Clerk	Marlen Martell	April 23-26th	2024 Florida Floodplain Managers Association Annual Conference	\$ 475.00	\$ 744.00	N/A	\$ 310.50		TBD
Clerk	Marlen Martell	October 13-17th	2024 Florida Association of City Clerks Fall Academy (FYE 2025 Budget)	\$ 425.00	\$ 795.00	TBD	\$ 310.50		TBD
Code	Joseline Ramirez	May 28-31st	36th Annual Fla. Association of Business Tax Officials	\$ 399.00	\$ 756.00	N/A	\$ 241.50	\$	68.00
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Sewer	Thomas Positano	September 8-11th	2024 American Public Works Association Annual Conference (Prices Currently Unavailable)	TBD	TBD	N/A	\$ 333.00		TBD
Sewer	Thomas Positano	June 12-14th	2024 Florida Stormwater Association Annual Conference (Prices Currently Unavailable)	TBD	TBD	N/A	TBD		TBD
Sewer/Stormwater	Aleem Ghany	June 23-27th	2024 Annual Association of Floodplain Managers	\$ 735.00	\$ 1,145.00	Flight TBD	\$ 288.00		N/A

Sewer/Stormwater	Aleem Ghany	June 12-14th	2024 Florida Stormwater Association Annual Conference (Prices Currently Unavailable)	TBD	TBD	N/A	TBD	TBD
Sewer/Stormwater	Aleem Ghany	April 23-26th	2024 Florida Floodplain Managers Association Annual Conference	\$ 475.00	\$ 744.00	N/A	\$ 310.50	TBD
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Clerk	Marlen Martell	April 23-26th	2024 Florida Floodplain Managers Association Annual Conference	\$ 475.00	\$ 744.00	N/A	\$ 310.50		TBD
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\$	29,615.96

AGENDA ITEM REPORT



To: Commission
Subject: Salary Increase
Meeting: 04 24 2024 DRAFT WORKSHOP COMMISSION MEETING - Apr 24 2024
Department: Administrative
Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The Police Department Records Custodian, Evidence Custodian and Executive Administrative Assistant to the Police Chief

FINANCIAL IMPACT:

\$12,435.00

RECOMMENDATION:

Approval of salary increase.

ATTACHMENTS:

[HR RECORDS AND EVIDENCE CUSTODIAN](#)

RESPONSIBILITIES AND DUTIES:

- Review and validate reports using the agency's Report Management System.
- Acts as a liaison with the court system, managing the distribution of subpoenas and court-related documentation.
- Submits citations to the courthouse weekly.
- Maintain SAFES System.
- Maintain all criminal records, case files, and associated documents.
- Manages the processing and dissemination of arrest packets to the state attorney's office through Evidence.com.
- Review and redact body-worn camera footage as a part of the public records request.
- Provides copies of incident or accident reports and assists law enforcement and military agencies with record checks.
- Facilitates the receipt and coordination of law enforcement information from external agencies, ensuring seamless communication and collaboration.
- Offers local background checks within the Town upon request, adhering to applicable regulations and procedures.
- Maintains comprehensive records files in compliance with federal, state, and local regulations and departmental protocols.
- Provide false alarm reports from the CAD system.
- Generates statistical reports for the Chief of Police as per request.

EVIDENCE DUTIES:

- Manages the receipt, storage, and retrieval of property, and evidence ensuring secure handling and storage procedures.
- Maintain the Evidence spreadsheet and property receipts accordingly.
- Maintain security of high value evidence – i.e. Drugs/Guns/Money.
- Transports evidence for testing or processing to the Broward Sheriff's Crime Lab.

EXECUTIVE ADMINISTRATIVE DUTIES

- Provide Support in the procurement of departmental supplies.
- Maintain Inventory log for departmental supplies.
- Create, update, and maintain all Police Forms used by the department.
- Assist with maintaining confidential files(reports/BWC footage) for department investigations.
- Write and distribute emails, correspondence memos, letters, faxes, and forms.
- Act as a point of contact on behalf of the Police Department and Chief of Police.
- Answers the telephone and disseminates information as required in the absence of the Chief.
- Provide specific reports to the Chief of Police upon request.
- Maintain Road Patrol Schedule.
- Update and maintain an employee contact list.
- Accreditation Team Member.

AGENDA ITEM REPORT



To: IT Department
Subject: MS-ISAC convention
Meeting: WORKSHOP COMMISSION MEETING - Apr 24 2024
Department: IT
Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is for CISA, FBI, and MS-ISAC Convention

FINANCIAL IMPACT:

This is a budgeted item of \$772.88

RECOMMENDATION:

Approve

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



Agenda Request

Subject:	Evidence Software for Police
Meeting Date:	AGENDA WORKSHOP COMMISSION MEETING - Apr 24 2024
Prepared For:	IT Department
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	We are still evaluating the software between Omnigo and PMI
Background Information:	Evidence software for police department
Staff Recommendations:	Approve Software
Financial Implications:	Not to exceed \$8,500.00 PMI
Alternatives:	

ATTACHMENTS:

[2024 PMI Sole Source](#)
[Pembroke Park FL - S](#)
[Pembroke Park - Physical Evidence software & hardware quote - Updated](#)
[2024-05-06 Omnigo + Pembroke Park \(FL\) - MSA \(omnigo exec\)](#)
[Addendum to Terms and Conditions \(omnigo exec\).docx](#)

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



March 22, 2024

To Whom It May Concern:

This letter is to confirm that the PMI Evidence Tracker™ is a sole source product, manufactured, sold and distributed exclusively by Progressive Microtechnology, Inc. This product must be purchased directly from Progressive Microtechnology, Inc. at the address listed below. There are no agents or dealers authorized to represent this product. Progressive Microtechnology, Inc. is the only owner of the trademark and copyright material associated with the PMI Evidence Tracker™. Additionally, there is only one price (per package) for the above named product because of exclusive distribution or marketing rights.

If you need additional information or have any questions, please contact me at (904) 797-1050 at any time. Thank you for your interest in our product.

Regards,

A handwritten signature in blue ink that reads "Aimée A. Riggsby". The signature is fluid and cursive, with the first name "Aimée" being more prominent than the last name "Riggsby".

Aimée A. Riggsby
Chief Financial Officer
Progressive Microtechnology, Inc.



Progressive Microtechnology, Inc. • 4475 US 1, South • Suite 501 • Saint Augustine, FL 32086
Page 2 of 39 • 800-325-7636 • fax 904-797-6100 • www.pmievidencetracker.com



March 21, 2024

TO: Pembroke Park Police Dept.
Attn: Mark Pakula
3150 SW 52nd Ave.
Pembroke Park, FL 33023
Tel: (954) 966-4600

FROM: Aimée A. Riggsby
ariggsby@scanpmi.com
Tel: 904-797-1050
Toll: 800-325-7636
Fax: 904-797-6100

Quote # AAR0321241515
Pages in Quote: 2

Dear Mark:

Thank you for giving PMI the opportunity to quote you on your barcoding needs. We appreciate the fact that you are interested in our PMI Evidence Tracker™ system. I am pleased to offer our **PMI Evidence Tracker™ Standard** package, as well as costs for renewing your service agreement after the first year, additional media and our web-based training. The pricing, herein, is **good through April 30, 2024**. Please find below your quote in its entirety:

<u>Qty.</u>	<u>Product/Description</u>	<u>Your Price</u>
1 ea.	PMI Evidence Tracker™ Standard Includes PMI Evidence Tracker™ Software, Asset Management Module, 1 corded Barcode Scanner with USB Cable, 1 Zebra Barcode Printer with USB Cable, 1 Evidence Label Kit (1000 Labels), 1 Asset Label Kit (2000 Labels) and 1 Roll Shelf Labels (1450 Labels). Includes Installation Support, one year of Technical Service & Support, Unlimited User License , plus <u>Free Shipping</u> .	\$ 5,410.00
Optional Items		
1 ea.	Wireless Barcode Scanner (<i>In exchange for corded scanner in above packages</i>) Includes a wireless barcode scanner with a base unit that attaches USB. Working range	\$ 240.00
1 kit	Evidence Labels and Ribbon Kit (<i>Additional Supplies</i>) Includes 2 rolls of 4" x 3" (500 per roll) thermal transfer die cut poly labels and 1 roll of 4.33" x 74m resin ribbon.	\$ 98.00
1 ea.	Technical Service & Support (TSS) (<i>Renewal Cost – After 1st Year</i>) – Includes assistance with technical issues, plus all software updates and patches during the one-year agreement period. Please note that this does not include training or customization. Must have ability to utilize go-to-meeting or Zoho Assist.	\$ 695.00
1 ea.	2 Hour Web Based Training – Includes 2 hours of training through the internet. Training for your program administrator staff to include the following: software overview, system setup, admin security, customizing evidence screen, entering evidence, checking evidence in/out, creating reports, conducting a physical inventory, and creating short cuts that save time and effort, etc. Must have ability to utilize go-to-meeting.	\$ 250.00



Progressive Microtechnology, Inc. * 4475 U.S. 1 South, Ste. 501 * St. Augustine, FL 32086 * (800) 325-7636



Progressive Microtechnology, Inc.

Page 2 of 2

Unless otherwise stated herein, all prices are in U.S. dollars, FOB Saint Augustine, Florida and do not include import duties or any other fee associated with the sale and shipping of your purchase. For your convenience, unless otherwise discussed and put into writing by the parties, PMI accepts MasterCard, Visa, AMEX, COD, pre-payment by wire transfer (only method for international sales), and Net-30 terms with approved credit. If you have any questions, concerns, or comments, please feel free to contact me at any time. I certainly hope that we may do business together and I appreciate you giving PMI the opportunity to work with you on this project.

Sincerely,

Aimée

Aimée A. Riggsby



Progressive Microtechnology, Inc. * 4475 U.S. 1 South, Ste. 501 * St. Augustine, FL 32086 * (800) 325-7636



Omnigo Software, LLC
6860 Dallas Parkway, Suite 200
Plano, TX 75024 US
www.Omnigo.com
Phone: (800) 814-4843

Prepared By:
Preparer Email:
Quote Number:
Created Date:
Offer Valid Through:
Subscription Term (Months):
Subscription Start Date:

Tim Cox
tim.cox@omnigo.com
Q-41986-1
4/18/2024 9:27 AM
5/18/2024
12

Bill To
Pembroke Park PD (FL)
Mark Pakula
mpakula@tppfl.gov
3150 SW 52nd Ave
Pembroke Park, Florida 33023
United States

Ship To
Pembroke Park PD (FL)
3150 SW 52nd Ave
Pembroke Park, Florida 33023
United States

PRODUCT	DESCRIPTION	QTY	TOTAL LIST PRICE*	TOTAL SALE PRICE*
QueTel Physical Evidence Base	Core License per instance for Law Enforcement	1.00	\$6,500.00	\$3,081.00
QueTel Physical Evidence User License	Additional cost per Sworn Officer	21.00	\$2,620.80	\$2,620.80
Omnigo Eversure: Continuous Training, Consulting, and Support	Continuous Training, Consulting, and Support	1.0	\$0.00	\$0.00
Zebra ZD421 Direct Thermal Desktop Barcode Printer		1.00	\$844.00	\$844.00
Zebra TC26 Mobile Scanner/ Computer		1.00	\$953.00	\$953.00
			\$10,917.80	\$7,498.80

*Total price and grand total shown is first year of subscription, plus any one-time services, prorated for any applicable add-on sales.

Prices shown above do not include any taxes that may apply. Any applicable taxes will be invoiced. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the "Ship To" location provided by the Customer on this Sales Order Form. Payment terms are 30 days from invoice date. Payments accepted via check, ACH or wire transfer. Amounts in USD. Pricing quoted herein is subject to an annual increase for each year of the contracted term.

This Sales Order Form is governed by the terms of the Omnigo Master Subscription Agreement, which can be found at: www.omnigo.com/master-subscription-agreement or such other definitive agreement entered into by and between Omnigo and a customer governing such Sales Order.

Signature: _____
Name (Print): _____
Is a PO required for purchase? _____

Signature Date: _____
Title: _____
PO Number, if issued: _____



This Master Software License and Service Agreement (this “**Agreement**”) is entered into as of May 6, 2024 (the “**Effective Date**”), by and between Town of Pembroke Park (“**Customer**”), with its principal place of business at 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023 and Omnigo Software, LLC (“**Omnigo**”), a Missouri limited liability company, with its principal place of business at 10430 Baur Boulevard, St. Louis, Missouri 63132.

Omnigo and Customer agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings defined below:

(a) “**Software**” means the software products and associated documentation licensed to Customer as set forth in the Order Form.

(b) “**User**” means Customer’s employees who have been granted access (at one or more computer terminals) to the Software, as well third-party consultants who use the Software on Customer’s behalf and have executed confidentiality agreements with Customer or are otherwise subject to confidentiality obligations that are at least as protective of Omnigo’s Confidential Information as the provisions of this Agreement, and have agreed to abide by all the terms and conditions of this Agreement and the Order Form. Customer agrees that it is responsible to Omnigo for all use of the Software by Users.

(c) “**Customer Data**” means all data that is supplied by or on behalf of Customer to Omnigo in connection with, or for the use of, the Software.

(d) “**Maintenance Release**” means any update, upgrade, release, or other adaptation or modification of the Software, including any associated documentation, that Omnigo may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software, but does not include any New Version. Maintenance Releases may also modify or delete in their entirety certain features and functionality.

(e) “**New Version**” means any new version of the Software that Omnigo may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Omnigo’s designation of a new version number), and which Omnigo may make available to Customer at an additional cost under a separate written agreement or an amendment to this Agreement.

(f) “**Order Form**” means a document referencing this Agreement that describes the specific Software and/or Solutions to be provided to Customer by Omnigo, applicable pricing, and other transaction-specific provisions that have been agreed upon by Omnigo and Customer.

(g) “**Initial Term**” means the term of the Solutions and/or Software licenses granted under this Agreement beginning on the Effective Date and ending as outlined in the Order Form.

(h) **“Renewal Term”** means the twelve (12) month period commencing on the expiry of the Initial Term and each successive twelve (12) month period thereafter (or such other period as is set out in an Order Form).

(i) **“Solutions”** collectively means the Support Services, Managed Services, Hardware, Custom Developed Services, and other solutions provided by Omnigo that are more specifically outlined in an Order Form and are subject to the terms of this Agreement and the applicable Addendum.

(j) **“Term”** means the Initial Term together with the Renewal Terms, if any.

2. Addenda. In addition to the terms set forth in this Agreement, the terms and conditions outlined in the Addenda selected below shall also apply to the Software and/or Solutions referenced in the applicable Order Form. Select the addenda to be included in this Agreement (those selected, individually, each an **“Addendum,”** and collectively, **“Addenda”**) from the following table:

Selected	Addendum	Description
☒	A	Support Services
☐	B	Managed Services
☐	C	Hardware
☐	D	Custom Developed Services
☒	E	US Sworn Agency SaaS Licensing

3. Software License Grant. Subject to and conditioned on Customer’s compliance with all of the terms and conditions of this Agreement, including all applicable Addenda, Omnigo grants Customer a limited, non-exclusive, non-sublicensable, and non-transferable license during the Term to use the Software solely for Customer’s internal business purposes. Omnigo reserves all rights not expressly granted to Customer in this Agreement. This is a license, not a sale of the Software or any copy of it, nor is it a waiver of any intellectual property rights of Omnigo. Except for the limited rights and licenses expressly granted under this Agreement, Customer acknowledges and agrees that nothing in this Agreement or the Order Form grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software. All rights not expressly granted herein shall be reserved to Omnigo.

4. Code of Conduct & Restrictions on Use. Customer shall not at any time, directly or indirectly, (a) use the Software (or allow others to do so) for any purpose beyond the scope of the license granted in this Agreement, or (b) use the Solutions in violation of the terms set forth in this Agreement. In particular, without limiting the foregoing, Customer shall not at any time:

(a) Copy, modify, or create derivative works of the Software or any Solutions, in whole or in part;

(b) Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or any Solutions;

(c) Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;

- (d) Engage in any unlawful or illegal use of the Software or any Solutions;
- (e) Use the Software or any Solutions to engage in any unlawful or illegal activity;
- (f) Engage in any activity that exploits, harms, or threatens minors;
- (g) Use or publicly display the Software or any Solutions to share inappropriate content or material (e.g., pornography, graphic violence, etc.);
- (h) Remove or alter any copyright notices or other proprietary legends or notices from the Software or associated documentation, or any Solutions;
- (i) Circumvent any restrictions on access to or availability of the Software or any Solutions;
- (j) Engage in activity that is harmful to Omnigo, the Software, any Solutions, or others (e.g., transmitting viruses, stalking, etc.);
- (k) Use the Software or any Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, privacy right, or other right of any person;
- (l) Use the Software or any Solutions to collect, process, or provide to Omnigo any data that Customer does not have the rights to collect, process, or provide; or
- (m) Assist others, directly or indirectly, in any of the foregoing activities.

5. Customer Obligations and Warranties. Customer acknowledges and agrees to each of the following:

- (a) Pricing. All pricing schedules and pricing terms shall be outlined in the Order Form.
 - (i) Customer may only decrease the number of Users or other Solutions outlined in the Order Form at the beginning of the next Term, provided notification is received by Omnigo at least sixty (60) days prior to the expiration of the then current Term. If notification is not timely received by Omnigo, automatic renewal will occur based on the same number of Users. Customer acknowledges and agrees that any decrease in the number of Users or other factors on which the fees for the Software and Solutions are based will result in a reduction or elimination of any volume discounts or incentive pricing Customer received prior to such decrease.
 - (ii) Customer may increase the number of Users, Solutions, or add additional Solutions at any time during the Term. Unless otherwise requested and agreed, pricing for additional recurring Solutions shall be prorated to co-term with existing recurring Solutions so that the Software may be consolidated for future term billings.
- (b) Customer Hardware. Customer understands: (i) the hardware requirements it must provide for the use of the Software and Solutions; (ii) the Software may not work properly if the minimum hardware specifications are not met; and (iii) hardware specifications may change because of regulatory and/or industry required software changes. Customer shall at all times during the Term set up, maintain, and operate in good repair and in accordance with the hardware specifications all Customer hardware on or through which the Omnigo Software and Solutions are accessed or used; and provide Omnigo personnel with such access to Customer's premises and Customer hardware as is necessary for Omnigo to exercise its rights and perform its obligations under and in connection with this Agreement.

(c) Use of Software. Customer warrants that it will use the Software only to process Customer's own work and data and shall not process the work of any other entity or person without first obtaining the necessary additional licenses or written consent from Omnigo.

(d) Speed of Software. Customer warrants that it will take all reasonable steps to prevent any material degradation of the processing speed available to Users during business hours. Customer understands and accepts that network service, including wired, wireless, cellular, and satellite communication services, is provided by a third-party carrier (or carriers). Omnigo accepts no responsibility or liability for performance issues due to network-related disruption or malfunction.

(e) Customer Security. Customer is solely responsible for the security and compliance of the Software as installed or used on Customer or User devices. Customer warrants that it will provide and maintain security practices and software required to maintain reasonable security and compliance of Customer devices that hold or access Customer Data or on which the Software is installed or used, including, without limitation, risk assessment, security practices and policies, device encryption, malware protection, system updates, and any other applicable security measure required by law or regulation, industry standards that are commercially reasonable in the information technology industry, or common best practice.

(f) Customer Data Integrity. Customer shall ensure that Customer's use of all Customer Data is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation those related to data privacy, international communications and the exportation of technical or personal Data. Customer is solely responsible for the validity, integrity, accuracy, and completeness of all Customer Data entered into or processed by the Software, or provided by Customer to Omnigo, and Customer agrees that Omnigo may refuse to process any Customer Data that, in Omnigo's sole discretion: (i) is not of a quality or condition suitable for processing; (ii) does not comply with Omnigo's applicable standards and procedures; or (iii) is otherwise not in proper machine-readable form. Omnigo shall not be deemed responsible for any transactions or data processing that fails, or legal or regulatory compliance failures, due to the validity, integrity, accuracy, and completeness of the data.

(g) Customer Data Consents and Notices. Customer warrants that it has sufficient rights in the Customer Data to authorize Omnigo to host, copy, process, and transmit the Customer Data to provide, maintain, and improve the Software and Solutions during the Term (as further set forth in Section 11), and that the Customer Data and its use hereunder will not violate or infringe the rights of any third party. Customer acknowledges that (i) it is Customer's sole responsibility to provide all notices and obtain all necessary licenses, consents, and permissions for all data provided by or on behalf of Customer and/or any User to Omnigo for the Omnigo Solutions and/or Software (including all Customer Data); and (ii) it is Customer's sole responsibility to use the Omnigo Solutions and Software in compliance with applicable laws and regulations.

(h) Authority to Sign. Customer warrants that the person signing this Agreement has the requisite authority to act on behalf of Customer, including the specific authority to bind Customer to this Agreement and all its terms and conditions.

(i) Non-Solicitation of Omnigo's Employees and Contractors. Customer agrees that during the Term of this Agreement and for a period of twelve (12) months after termination of this Agreement, it will not recruit or solicit, without Omnigo's prior written consent, any person

then employed or engaged by Omnigo if such person became known to Customer through the relationship established pursuant to this Agreement. This prohibition will not apply to job opportunities posted on recruiting websites or in other publications in which Customer seeks to find candidates for open positions (absent direct solicitation and/or recruitment).

6. Maintenance Releases and New Versions.

(a) During the Term, Omnigo will provide Customer with all Maintenance Releases (including updated associated documentation) that Omnigo may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases provided by Omnigo to Customer are deemed Software and are subject to the terms of this Agreement. Customer agrees that Omnigo does not promise there will be a certain number of Maintenance Releases (or any Maintenance Releases) during a particular year and Omnigo has no obligation to continue to provide or enable any particular features or functionality. Customer will be notified via email or within the Software when Maintenance Releases are available and before any of the aforementioned changes to terms of service or updates to other Omnigo-supplied software and/or hardware take effect. Customer agrees to install Maintenance Releases promptly after receipt from Omnigo.

(b) Customer does not have any right under this Agreement to receive any New Versions of the Software that Omnigo may, in its sole discretion, release from time to time. Provided that Customer is in compliance with the terms and conditions of this Agreement, Customer may license any New Version at Omnigo's then-current list price and subject to a separate Order Form. Omnigo may, in its sole discretion, from time to time, change the terms of service or update other Omnigo-supplied software and/or hardware.

7. Invoicing and Payment.

(a) Initial Payment and Invoicing. The First Invoice Total (as set forth in the applicable Order Form) is due within thirty (30) days from the invoice date or the Effective Date, whichever is earlier.

(b) Annual Fees. Unless otherwise set forth in the applicable Order Form, Omnigo invoices annually for all Software and Solutions. Annual Fees will be billed up to sixty (60) days prior to the anniversary of the Effective Date each year. All fees are due within thirty (30) days from the invoice date. Customer shall make all payments in US dollars.

(c) Fee Increases. Following the Initial Term, Omnigo may increase fees by sending Customer written notice of the change not later than thirty (30) days prior to the date such change becomes effective. In addition, Omnigo may increase fees at any time during the Term on an as-needed basis, if Omnigo incurs unforeseen cost increases greater than five percent (5%) to provide the Software or Solutions, by sending Customer written notice of the change not later than thirty (30) days prior to the date such change becomes effective.

(d) Delinquent Account. Customer hereby agrees that Omnigo has the right to suspend the Solutions, including the Software, without prior notice to Customer if Customer fails to pay an invoice when due. During the term of any such suspension, all amounts due under this Agreement shall continue to accrue and be due and payable according to this Agreement. Invoices not paid within sixty (60) calendar days of the date of the invoice shall entitle Omnigo to accelerate payment of all future sums due under the Agreement and such fees shall be immediately due and payable; if Customer's outstanding invoices are not paid in full within ten

(10) calendar days thereafter, Omnigo may immediately terminate this Agreement, without incurring any obligation or liability to Customer or any other person by reason of such termination. Customer agrees that it shall be liable to Omnigo for all costs of collection of any delinquency, including collection agency fees, reasonable attorneys' fees, and court costs.

(e) Taxes. Omnigo's prices are quoted exclusive of all sales, use, or other taxes or similar assessments. Customer is responsible for all taxes, fees, duties, licenses, tariffs, and levies imposed upon the Software or Solutions by any federal, provincial, state, or local government or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Omnigo's income. Tribal customers may be exempt from taxes as per their agreements with the relevant government authorities. Customers are responsible for providing tax exempt documentation to Omnigo.

8. Audits.

(a) Audit Procedure. Omnigo or its designee (including its accountants and auditors) may, in Omnigo's sole discretion, inspect and audit Customer's use of the Software and the Solutions under this Agreement at any time during the Term and for two (2) years following the termination or earlier expiration of this Agreement to verify Customer's compliance with this Agreement and the Order Form. Customer shall make available all such books, records, hardware, information, and personnel, and provide all such cooperation and assistance, as may be requested by or on behalf of Omnigo with respect to such audit.

(b) Cost and Results of Audit. If the audit determines that Customer's use of the Software exceeded the usage permitted by this Agreement or the applicable Order Form, Customer shall pay to Omnigo all amounts due for such excess use of the Software and/or Solutions, plus interest on such amounts, at a rate of one and a half percent (1.5%) per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law. If the audit determines that such excess use equals or exceeds five percent (5%) of Customer's permitted level of use, Customer shall also pay to Omnigo all costs incurred by Omnigo in conducting the audit and promptly correct any non-compliance. Customer shall make all payments required under this Section 8(b) within fourteen (14) days of the date of written notification of the audit results.

9. Confidential Information.

(a) During the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information that would be reasonably understood to be confidential, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. Except as otherwise expressly permitted in writing by an authorized representative of the disclosing party, the receiving party agrees that it shall not use the Confidential Information of the disclosing party for any purpose other than the purpose for which the disclosing party disclosed the Confidential Information, or disclose or reveal the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, directors, officers,

agents and consultants who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder, and are subject to legally binding obligations of confidentiality no less restrictive than those contained in this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. If a protective order or other remedy is not obtained as outlined in (i) above, or if the disclosing party waives in writing compliance with the terms hereof, then the receiving party shall furnish only that portion of the Confidential Information which the receiving party is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such Confidential Information. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and shall apply during the term of this Agreement and for a period of one (1) year thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the expiration or termination of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(b) Without limiting the foregoing, Customer acknowledges and agrees that the Software and associated documentation contain copyrighted and/or proprietary information of Omnigo and constitute valuable assets and trade secrets of Omnigo. Accordingly, Customer agrees to use the Software only in accordance with the terms and conditions of this Agreement. Customer must implement commercially reasonable procedures to ensure continued confidentiality, security, and protection of the Software and the associated documentation as required hereunder and to prevent unauthorized access thereto or use thereof by any of Customer's employees or any other entity. The provisions of this paragraph shall survive in perpetuity, notwithstanding any expiration or termination of the license granted hereunder or of this Agreement in whole or in part.

10. Intellectual Property Ownership. Customer acknowledges that, as between Customer and Omnigo, Omnigo owns, and shall at all times retain sole title to and ownership of, all right, title, and interest, including all intellectual property rights in and to, the Software, in all forms and all copies thereof including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks, and proprietary and confidential information rights associated with the Software except that any portion of the Software that is licensed from a third party shall remain owned by the applicable third party. Customer agrees to respect all applicable intellectual property rights, including patents, trademarks, copyrights, trade secrets, and licenses, pertaining to the Software, hardware, and services provided under this Agreement.

CUSTOMER SHALL INDEMNIFY OMNIGO, ITS AFFILIATES, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY FEES, FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS PERTAINING TO CUSTOMER'S USE OF THE SOFTWARE AND SOLUTIONS PROVIDED UNDER THIS AGREEMENT.

Omnigo Master Software License and Service Agreement rev.
05/26/2022

11. Customer Data.

(a) The Omnigo Solutions and Software allow Customer to store or share Customer Data. Omnigo does not claim ownership of Customer Data. Customer Data remains owned by Customer, and Customer is responsible for all Customer Data. The Omnigo Solutions and Software do not replace the need for Customer to maintain business continuity and disaster recovery procedures or redundant data archives. OMNIGO HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA. Customer hereby grants to Omnigo a limited and non-exclusive license to host, copy, process, and transmit Customer Data to provide, maintain, and improve the Software and Solutions during the Term. Notwithstanding the foregoing, Omnigo reserves the right to monitor usage and metrics and collect usage data (i.e., metadata) in any manner set forth in Section 12 below. To the extent necessary or desirable to provide services to Customer and others, to protect Customer and the Solutions, and to improve Solutions, Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Omnigo to enforce this Agreement and exercise Omnigo's rights and perform Omnigo's obligations hereunder. If Customer uses the Software and does not use Omnigo's Managed Services as set forth in Addendum B, then Customer is also solely responsible for regular data backups.

(b) Upon Customer's written request, Omnigo will return to Customer or destroy all Customer Data within a reasonable period of time, provided that Omnigo shall have the right to charge Customer with the cost of returning to Customer or destroying such Customer Data, including, but not limited to, the time incurred by Omnigo at its then-current time and materials rates and reasonable copying, courier, and other delivery expenses. Omnigo may retain Customer Data after the Term if such Customer Data needs to be retained for the purpose of actual or potential litigation or other record-keeping purposes, or is on back-up, archival storage tapes, or the like and is therefore not practical to return or destroy, provided that Omnigo will maintain Customer Data according to this Agreement. Omnigo will have no duty to maintain Customer Data and may destroy Customer Data within thirty (30) days after expiration or termination of this Agreement, unless Customer agrees to pay an annual maintenance fee for Omnigo's ongoing storage of Customer Data, as set forth in the Support Services Addendum. Customer agrees that Omnigo will not be liable to Customer or any third party for any Customer Data deleted under this Section 11(b).

12. Aggregated and Benchmarking Data. Nothing in this Agreement shall limit Omnigo's ability to collect, use, and disclose Aggregated Data (defined below) for the purpose of monitoring the performance, operation, or security of the Software or monitoring, enhancing, and creating new services. Customer agrees that Omnigo may collect, use, and disclose data concerning and derived from Customer's use of the Software and Solutions, including Customer Data, for industry analysis, benchmarking, analytics, marketing, and other business purposes during and after the Term, provided that any such data collected, used, and disclosed for such purposes will be in aggregate form only and will not identify Customer, its Users, or any third parties utilizing the Software Solutions as the source of the data ("**Aggregated Data**") and Omnigo complies with all applicable laws in collecting, using, and disclosing such Aggregated Data. Aggregated Data shall not be considered Customer Data or Confidential Information of Customer. Moreover, Customer agrees to allow Omnigo to use Aggregated Data to compile benchmarking and usage data for research and development, including, but not limited to, operational, financial, and statistical

data of Customer in order to provide comparative benchmarking services, decision support services, and predictive management services to Omnigo's customers and prospective customers, and for use in Omnigo's research and development of the Software. Customer grants Omnigo the right to collect and use such Aggregated Data for all such purposes.

13. Third-Party Applications, Services, or Integrations. Customer acknowledges and agrees that the Solutions may operate with or using applications or services operated or provided by third parties ("Third Party Services"). Omnigo is not responsible for the operation of such Third Party Services nor the availability or operation of the Solution to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Omnigo does not make any representations or warranties with respect to Third Party Services. Any exchange of data or other interaction between Customer and Third Party Services is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

14. Limited Warranty.

(a) Omnigo warrants for a period of ninety (90) days after Customer initially receives the Software (the "Warranty Period") that the Software will perform under normal use substantially as described in the associated documentation. Customer's exclusive remedy and Omnigo's sole liability for Software that does not meet the warranty set forth in this Section 14 shall be at Omnigo's sole option and expense to repair or replace the non-conforming Software, provided, however that Customer promptly notifies Omnigo of the deficiency in writing within the applicable Warranty Period when the problem first occurs, and the Software has been demonstrated to be defective. Omnigo does not guarantee that all errors will be corrected.

(b) The warranties set forth in Section 14(a) do not apply and become null and void if Customer breaches any provision of this Agreement, or if Customer, any User, or any other person granted access to the Software by Customer, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the associated documentation or expressly authorized by Omnigo in writing; (ii) modifies or damages the Software; (iii) misuses the Software, including any use of the Software other than as specified in the associated documentation or expressly authorized by Omnigo in writing; or (iv) uses of any version of the Software other than the most current version or fails to promptly install any Maintenance Release or replacement of the Software made available to Customer by Omnigo.

(c) OMNIGO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERRORFREE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 14(a), THE SOFTWARE AND ASSOCIATED DOCUMENTATION AND ANY SOLUTIONS ARE PROVIDED TO CUSTOMER "AS IS" AND OMNIGO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. OMNIGO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 14(a), OMNIGO MAKES NO WARRANTY OF ANY

KIND THAT THE SOFTWARE AND ASSOCIATED DOCUMENTATION AND ANY SOLUTIONS, OR ANY HARDWARE OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

15. Indemnification by Customer. To the extent permitted by law, and without waiving Customer's sovereign or other immunities, Customer shall indemnify, hold harmless, and, at Omnigo's option, defend Omnigo, its affiliates, agents, directors, officers, and employees from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") based upon or arising out of Customer's, or any User's: (a) gross negligence, fraud, or willful misconduct; (b) use of the Software or associated documentation in a manner not authorized or contemplated by this Agreement; or (c) breach of any of the representations and warranties made by Customer in Section 5, provided that Customer may not enter into any settlement binding upon Omnigo without Omnigo's consent, which shall not be unreasonably withheld. Omnigo shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

16. Indemnification by Omnigo. Omnigo will defend and indemnify, at its expense, any claim made against Customer by a third party based on an allegation that the Software infringes or misappropriates any United States patent, copyright, or trademark ("IP Claim"); provided, that Customer (a) has not materially breached the terms of this Agreement, (b) notifies Omnigo in writing promptly after Customer first learns of the IP Claim; and (c) reasonably cooperates in the defense of the IP Claim. Omnigo shall have sole control over such defense. If an IP Claim is made, Omnigo may modify the Software to be non-infringing, but still substantially similar to the current Software, or obtain for Customer a license to continue using the Software. If Omnigo determines it is not commercially reasonable or technically possible to perform either of the above options, then Omnigo may at its option elect to terminate this Agreement and refund to Customer the fees paid to Omnigo by Customer for the Software for the unused portion of the then current Term. Upon any such termination, Customer shall cease use of the Software. Omnigo shall have no indemnification obligations under this Section 16, if the alleged infringement arises from: (i) Omnigo's compliance with specifications or instructions prescribed by Customer; (ii) modification of the Software by Customer; (iii) use of the Software in combination with other software not provided by Omnigo and which use is not specifically described in the associated documentation, or (iv) use of the Software that does not include all Maintenance Releases made available to Customer by Omnigo if such Maintenance Release is necessary to avoid infringement. THIS SECTION 16 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND OMNIGO'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 16 (INDEMNIFICATION BY OMNIGO), OMNIGO SHALL NOT HAVE ANY OBLIGATION TO DEFEND OR INDEMNIFY CUSTOMER FOR THIRD PARTY CLAIMS.

17. Limitation of Liability.

(a) Limitation on Types of Damages Recoverable. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OMNIGO BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING THROUGH A PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOST OR DAMAGED DATA, INVESTMENTS MADE, AND LOSS OF BUSINESS OPPORTUNITY OR INTERRUPTION) THAT CUSTOMER MAY INCUR OR EXPERIENCE UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY ORDER FORM, OR THE SOFTWARE, OR SOLUTIONS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY) EVEN IF (i) OMNIGO WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, (ii) DIRECT DAMAGES DO NOT SATISFY A REMEDY, OR (iii) A LIMITED REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

(b) Limitation on the Amount of Damages Recoverable. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OMNIGO'S ENTIRE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATED IN ANY WAY TO THIS AGREEMENT, AN ORDER FORM, THE SOFTWARE, OR SERVICES, REGARDLESS OF THE NATURE OF THE OBLIGATION, FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY), IN ALL CASES SHALL BE LIMITED TO, AND SHALL NOT EXCEED, IN THE AGGREGATE, FEES PAID TO OMNIGO UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE SOFTWARE OR SOLUTIONS THAT ARE THE BASIS OF THE PARTICULAR CLAIM AND UNDER THE APPLICABLE ORDER FORM.

(c) Allocation of Risk. EACH PARTY ACKNOWLEDGES THAT THE FOREGOING DAMAGES EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 17 REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY OR THAT THE PRICES PAID BY CUSTOMER FOR THE SOFTWARE AND/OR SOLUTIONS WOULD HAVE BEEN HIGHER.

(d) No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party against the other more than two (2) years after the cause of action has accrued, except for actions related to unpaid fees.

18. Termination. In addition to any other express termination right set forth in this Agreement, this Agreement will terminate as follows:

(a) Default in Performance or Breach. Except as otherwise provided in this Agreement, if either party defaults in the performance of or breaches any duty, or the payment of any amount due, under this Agreement, and such default or breach is incapable of cure or, being capable of cure, remains uncured thirty (30) days after written notice of default or breach given by the other party (other than Customer's breach of Sections 3 or 4 as specified below), the non-defaulting/non-breaching party may terminate this Agreement by giving written notice of termination. This Agreement will be terminated ten (10) days after such notice of termination. If Customer breaches Sections 3 or 4 of this Agreement, Omnigo may terminate this Agreement or any license to Software granted under this Agreement effective upon notice to Customer.

(b) Bankruptcy or Insolvency. Either party shall have the right to terminate this Agreement by giving written notice of termination to the other in the event of the insolvency or bankruptcy of such other, whether voluntary or involuntary, or the appointment of a trustee, receiver, or similar agent to take charge of or sell any material portion of such other's property or business.

(c) Cancellation. Requests to cancel Software and/or Solutions must be submitted in writing by visiting www.omnigo.com/cancel. Cancellations received during the Term do not relieve Customer of payment obligations or warrant refund of fees paid for Software or Solutions for the remainder of the Term. Cancellations must be received at least sixty (60) days prior to the expiration of the then-current Term to avoid automatic renewal.

(d) Effects of Expiration or Termination.

(i) Amounts Due. If an Order Form provides for ongoing payments during the Term, or Customer has not paid all fees due and Customer cancels prior to the end of such Term, Customer agrees to pay the full amount that has or would have become due during such Term, and such payment shall be due in full upon termination.

(ii) Termination of License. Upon expiration or termination of this Agreement, the license granted in Section 3 shall automatically terminate and Customer shall immediately cease use of the Software and either return all Software to Omnigo or, under Omnigo's supervision, destroy all copies of the Software (including documentation, manuals, and accompanying materials) in Customer's possession.

(iii) Omnigo's Confidential Information. Upon expiration or termination of this Agreement, Customer shall promptly return to Omnigo all copies, whether in written, electronic, or other form or media, of Omnigo's Confidential Information, or destroy all such copies and certify in writing to Omnigo that such Confidential Information has been destroyed.

(e) Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination. Without limiting the generality of the foregoing statement, this Section 18(e) and Sections 1, 4, 7, 8, 9, 10, 11, 12, 14, 15, 16, and 17 survive any expiration or termination of this Agreement.

19. Insurance. Customer shall, throughout the Term, obtain and maintain at its own cost and expense, commercial general liability insurance, professional liability insurance, and workers compensation and employers' liability insurance policies, from a qualified insurance company licensed to do business in the locations in which Customer does business. At a minimum, the insurance policies will name Omnigo, and its officers, directors, employees, agents, and shareholders, as an additional insured, and will provide Omnigo with at least thirty (30) days' notice from the insurer by registered or certified mail, if, at any time, the policies will be modified, cancelled, or terminated. Such policies shall provide protection against all claims, demands, and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Software, any Solutions, or any material used in connection therewith or any use thereof, including any injury or death to any person or damage to property caused by any of the foregoing. The amount of coverage shall be in an amount of at least one (1) million dollars (US \$1,000,000.00) per occurrence and at least two (2) million dollars (US \$2,000,000.00) in aggregate

coverage. These coverages are minimum required amounts and Customer shall carry higher amounts if it is commercially reasonable to do so. Customer also agrees to furnish Omnigo certificates of insurance evidencing same at Omnigo's request. In addition to the insurance coverages listed in this Section 19, Customer shall also carry any other coverages which are consistent with commercially reasonable practices.

20. General Provisions. The following general provisions apply to this Agreement:

(a) **Integration.** This Agreement, together with any other documents incorporated herein by reference and all Addenda, constitutes the sole and entire agreement of the parties. It is the complete and exclusive expression of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the Addenda, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Addenda; (ii) second, the Addenda to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference, including any exhibits, schedules, attachments, and appendices to this Agreement.

(b) **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be given to the parties at their address above, or at such other addresses as each shall notify the other in writing. All notices, requests, demands, and other communications under this Agreement shall be in writing, shall be served by hand delivery, overnight courier, or email, and shall be deemed given upon the date of receipt. Notices relating to Software maintenance, Software issues, and Software service suspension may be published or posted by Omnigo over its service.

(c) **Force Majeure.** In no event shall Omnigo be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Omnigo's reasonable control, including, but not limited to, acts of God, epidemic, pandemic, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, data security incidents (including ransomware or other malware), labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo. Omnigo shall use reasonable efforts to mitigate the extent of the aforementioned excusable delay or failure and their adverse consequences.

(d) **Assignment, Transfer, & Sublicensing.** Customer may not sell, assign, transfer, give, or sub-license in any manner, by operation of law or otherwise, any licenses granted hereunder or all or a portion of the Software, the benefits of, or obligations under, this Agreement without the prior written consent of Omnigo. Omnigo may assign this Agreement, in whole or in part, at its discretion. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder.

(e) **Binding Effect.** This Agreement shall be binding upon the parties, their heirs, legal representatives, affiliates, and permitted successors and assigns.

(f) **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the law of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other

jurisdiction except if the State of Florida adopts the Uniform Computer Information Transactions Act drafted by the National Conference of Commissioners of Uniform State Laws as revised or amended as of June 30, 2002 ("UCITA") which is specifically excluded. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

(g) Venue. The parties agree that any legal suit, action, or proceeding arising out of or related to this Agreement shall be brought exclusively in a state or federal court serving Broward County, Florida, and the parties irrevocably submit to the exclusive jurisdiction of such court in any such suit, action, or proceeding.

(h) Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 9 or, in the case of Customer, Section 4, would cause the other party irreparable harm for which monetary damages alone would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(i) Amendments. No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing and signed by each of the parties.

(j) Non-Waiver. No failure or delay in exercising any right under this Agreement by either party will operate as a waiver of that any right, nor shall any partial exercise of any right preclude further exercise of the right.

(k) Severability. If any term or provision of this Agreement is adjudged by a court of competent jurisdiction to be invalid, illegal, or unenforceable under the laws of any state or the United States, the unaffected portions of this Agreement shall be unimpaired and remain in full force and effect. In the event of such a ruling, the parties shall negotiate in good faith a substitute for the provision declared invalid, illegal, or unenforceable.

(l) Export Regulation. The Software and/or Solutions may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Software or Solutions to, or make the Software or Solutions accessible from, any jurisdiction or country to which export, reexport, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Solutions available outside the US.

(m) US Government Rights. Each of the Software and the associated documentation is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Software and documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

(n) Execution in Counterparts. This Agreement may be signed in counterparts, each of which is deemed an original, and all of which together are deemed a single instrument when signed by both parties.

(o) No Agency. This Agreement does not create any agency relationship between the parties.

(p) Attorney Fees. The prevailing party in any litigation concerning this Agreement will be entitled to reasonable attorney's fees and court costs, in addition to any other relief to which that party may be entitled.

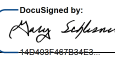
(q) Publicity. Nothing contained in this Agreement shall be interpreted so as to prevent Omnigo from publicizing its business relationship with Customer or the nature of the Software or Solutions sold to or performed for Customer.

(r) No Third Party Beneficiaries. This Agreement does not and is not intended to confer any enforceable rights or remedies upon any person or parties other than the parties hereto.

(s) Construction. The paragraph headings in this Agreement are for convenience only, do not constitute a part of this Agreement, and shall not affect its interpretation. The terms of this Agreement are to be construed as singular, plural, masculine, feminine, or neuter, as context requires.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS THE AGREEMENT AND ADDENDA, AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS.

Agreed and Accepted by:

Customer		Omnigo Software, LLC	
Signature:		Signature:	 14EM02F467B94E9
Name:		Name:	Gary Schlisner
Title:		Title:	Chief Financial Officer
Date:		Date:	May 7, 2024 12:47:30 PM CDT

Addendum A

SUPPORT SERVICES ADDENDUM

This Support Services Addendum (this “**Addendum A**”) is an addendum to the Master Software License and Service Agreement (the “**Agreement**”) between Omnigo and Customer (as defined in the Agreement). Capitalized terms used in this Addendum A and not otherwise defined below shall have the meanings given to such terms in the Agreement. In the event of a conflict between the terms of this Addendum A and the Agreement, the terms of this Addendum A shall control.

Customer and Omnigo hereby agree to the following:

1. Support Services. Omnigo shall provide Customer with support as set forth in this Support Services Addendum at the fees, if any, as listed in the applicable Order Form. Customer’s failure to install a Maintenance Release promptly after receipt from Omnigo may result in termination of the Support Services Addendum and all Support by Omnigo, without any obligation or liability to Customer or any other person by reason of such termination.

2. Definitions.

(a) “**Maintenance**” means scheduled unavailability of the Services, as announced by Omnigo prior to the Services becoming unavailable.

(b) “**Production**” environment refers to the live environment where Users interact and log live data.

(c) “**QA/Testing**” environment refers to a pre-production environment used to test new releases, configuration changes, or customizations either through human or automated testing, prior to implementation in the Production environment.

(d) “**Services**” means the platform or application(s) running on Omnigo systems.

(e) “**Training**” environment refers to an environment that mirrors or closely mirrors the Production environment that is typically used to training new users on software usage, configuration changes, and other topics.

3. Technical Support. Omnigo will provide Customer with Support Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time, excluding Omnigo’s observed holidays. Emergency support is available to Customer outside the designated Support times by telephone only. If Omnigo, in its sole discretion, determines that emergency Support is related to an issue not caused by Omnigo, Customer shall pay for any such emergency Support at then-current rate. Emergency Support is billed in fifteen (15) minute increments, with a minimum charge of one hundred dollars (\$100.00) in the calendar month in which emergency Support is provided.

4. Submission of Support Cases. Support cases can be submitted to Omnigo Technical Support by the following channels:

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Telephone (Best for critical or time sensitive issues)

Phone: 866-421-2374

Community Portal (recommended for all non-critical issues) Link:

<https://omnigo.force.com>

Email (best for low priority issues and requests for information)

Email address: support@omnigo.com

5. Service Commitment: Response Times.

Priority Level	Definition	Response Time	Follow up	Submission Channel
1 - High	Complete loss of productivity or no access to the Software in Production environment	30 minutes	Every 2 hours	Telephone
2 - Medium	Significant impact that affects productivity in Production environment	4 hours	Every 8 hours	Telephone
3 - Normal	No immediate work stoppage; productivity is significantly reduced; time sensitive issue that may affect future productivity in Production environment	1 business day	Every 3 business days	Telephone, Web, Email
4 - Low	Service requests, requests for information, training, or issues pertaining to non-production environments	3 business days	Every 3 business days	Telephone, Web, Email

Omnigo will classify all tickets as Severity 3 (normal) by default and adjust accordingly based on the details provided by Customer about the issue. Ticket classifications are determined by Omnigo based upon the availability and usability of Omnigo services to ensure optimal resolution time for all customers. Issues with QA/Testing or Training environments rarely have an impact on Production environments. As such, issues with non-Production environments generally will not be classified as High or Medium Priority Levels.

6. Exclusions and Limitations. The Service Commitments outlined in Section 5 do not apply to any unavailability, suspension, or termination of service, or any other performance issue resulting from:

- (a) Factors outside of Omnigo's reasonable control, including force majeure events, Internet access issues or failures, or problems beyond the demarcation point of the Omnigo network;
- (b) Any actions or inactions of Customer, its Users, or any third party;
- (c) Failure of hardware, software, or other technology belonging to Customer, its Users, or any third party (other than third-party hardware within Omnigo's direct control);
- (d) Scheduled Maintenance;
- (e) Changes or alterations to the Software not specifically authorized or performed by Omnigo; or
- (f) Any version of the Software other than the current version of the Software or the immediately prior release of the Software.

Support does not extend to customized software, configuration of hardware, non-Omnigo software, networking services, consulting services, and general computer system maintenance.

7. Escalation. Omnigo aims to provide the best customer experience possible. If Customer feels Omnigo Technical Support is not meeting these standards, Customer may escalate concerns to management by emailing supportmanagement@omnigo.com or by calling 866-421-2374 and requesting to speak with the supervisor on duty.

8. Changes to Support. Omnigo may make changes to its Support from time to time. As Customer's sole remedy in the event of a material change, Customer shall have the right to terminate this Addendum A and receive a pro-rata refund of any fees paid by Customer for such Support services for the terminated portion of the Term.

9. Changes to this Addendum A. Omnigo may make changes to this Addendum A from time to time but will not reduce the level of Support for which Customer has paid. In the event of any material change to this Addendum A, Omnigo will notify Customer by either sending an email to the email address(es) provided by Customer pursuant to this Addendum A or posting a notice in Customer's administrator account.

10. Additional Services.

- (a) Training. Training may be purchased at Omnigo's then-current professional service rates. For onsite training, Customer shall pay Omnigo a per diem rate for trainer's meals and incidentals, including travel days. All other travel expenses, such as airline tickets, car rentals, and hotels, will be invoiced to Customer at the actual incurred expense, all of which shall, at Omnigo's election, be payable by Customer in advance.

(b) Customization. The following items are considered customization of the Solutions and the Software and must be contracted separately, if desired by Customer: (i) custom data imports; (ii) custom data extracts; (iii) custom reporting; and (iv) custom functionality. Omnigo is not responsible for providing additional professional services, including additional implementation services or software customizations, except where Omnigo has agreed in writing to provide such services in a separate written agreement between the parties. Any customizations requested by Customer will be agreed upon through statements of work signed by the parties and will be governed by the Agreement and Omnigo's Custom Developed Services Addendum. Support and availability for professional services and customizations differ from the Support described in this Support Services Addendum. If Customer performs any customization to the Services or the Software, or to applications that intend to interact with the Services or Software, without engaging Omnigo to perform the work, Omnigo will not guarantee that Customer's modifications will function properly or remain secure, including when Maintenance Releases are applied, nor will Omnigo guarantee that optimal application performance will be met and maintained.

(c) Post-Termination Maintenance. Subject to the terms and conditions of this Addendum A, Customer may purchase ongoing storage of Customer Data by Omnigo by executing the applicable Order Form and paying an annual fee at the then-current rate (the "**Annual Maintenance Fee**"). In consideration of Customer's payment of the applicable Annual Maintenance Fees, if Customer wishes to reactivate the Services and the Software, Customer may do so by paying a reactivation fee at the then-current rate, in addition to the Annual Fee then due for the Software. Omnigo reserves the right to refuse to provide ongoing storage of Customer Data, and to destroy any and all Customer Data then-stored, in the event Customer fails to pay the applicable Annual Maintenance Fee at any time. Omnigo further reserves the right to refuse reinstatement of reactivation if the period of time elapsed after expiration or termination of the Agreement exceeds twenty-four (24) months.

Addendum B

SOFTWARE AS A SERVICE ADDENDUM

This Managed Services Addendum (this “**Addendum B**”) is an addendum to the Master Software License and Service Agreement (the “**Agreement**”) between Omnigo and Customer (as defined in the Agreement). Capitalized terms used in this Addendum B and not otherwise defined below shall have the meanings given to such terms in the Agreement. In the event of a conflict between the terms of this Addendum B and the Agreement, the terms of this Addendum B shall control.

Customer and Omnigo hereby agree to the following:

1. Definitions.

(a) “**Services**” means the online platform or application(s) running the Software licensed to Customer under the Agreement and made accessible to Customer by Omnigo via the internet.

(b) “**Maintenance**” means scheduled unavailability of the Services, as announced by Omnigo prior to the Services becoming unavailable and excludes Software updates.

2. Omnigo Onboarding Services. Omnigo will provide Customer with onboarding services as specified in the Order Form. These onboarding services are to assist Customer with configuration and training of the Software. Additional support may be purchased at Omnigo’s then-current professional services rate.

3. Service Commitment: Availability. Omnigo will use commercially reasonable efforts to provide Users with the ability to access the Services and run the Software (“**Availability**”) during 99.95% of each calendar month (“**Availability Percentage**”) in accordance with the following:

(a) Calculation. The Availability Percentage shall be calculated as the product of 100 times a fraction, the numerator of which is the number of hours that Services are provided by Omnigo in a particular month, and the denominator of which is the total number of hours during the month, less the hours during which Service is interrupted for any of the following reasons: (i) scheduled Maintenance and service interruptions; (ii) reasons of force majeure, including any unforeseen event beyond the control of Omnigo that prevents Omnigo from performing its obligations under the Agreement; (iii) the inability of Customer to use its personal computers or the slowdown or unavailability of Customer’s local area networks or internet connections; (iv) Customer’s use of unapproved or modified hardware or software; (v) misuse of the Software by Customer or any User; or (vi) Customer’s failure to protect its environment, systems, or personal computers against any intrusions, viruses, or malware.

(b) Maintenance and Service Interruptions. Omnigo reserves the right to discontinue Service with prior advance notice. Maintenance is classified as “**Major**” (greater than one hour), “**Minor**” (less than one hour of disruption), or “**Emergency**” (to

prevent complete loss of Service). Notifications for: Minor Maintenance events are sent a minimum of 24 hours in advance; Major Maintenance events are sent a minimum of 72 hours in advance; and Critical Maintenance events are sent 30 minutes in advance. Omnigo will not be responsible for any damages or costs incurred by Customer or any of its Users for Maintenance or when Customer has been notified by Omnigo of Service interruptions.

4. Customer Invoice Reduction. During each calendar month in which Omnigo fails to achieve the Availability Percentage, the fees due to Omnigo by Customer will be reduced by 1% for each 1% loss in Availability, up to a maximum of a 5% reduction in fees applied to Customer's next invoice and not redeemable in cash. This is Customer's sole and exclusive remedy for Service interruption.

5. Cloud Hosting Environment. The Services will be provided from one or more colocations within the United States. The hosting services provided at these colocations include the use and access to a highly maintained environment that is available and accessible twenty-four (24) hours per day, seven (7) days per week except during Maintenance and at other times upon notice to Customer. Omnigo will make available and maintain the servers, routers, and other hardware required to operate the Services and the Software for Customer's nonexclusive use, in accordance with the terms of the Agreement, while providing the Services under the terms of this Addendum B. Omnigo retains the right to select service providers of any hardware made available for Customer's use and reserves the right to change the hardware or service providers at any time. Omnigo will provide facilities management services, including communications network support, power, HVAC, asset control, compliance with applicable local, state, provincial, and federal laws, physical security, and emergency power either directly or through the use of service providers. Omnigo shall have the right to immediately deny access, without prior notice, to any workstation found to be inadequately protected or currently infected with any software virus, worm, spyware or similar malware.

6. Backup and Data Recovery. If for any reason Customer Data becomes corrupt, Omnigo will attempt to restore the data from the most recent backup. To the extent the corruption was not caused by Omnigo applications, systems, or personnel, Customer agrees to pay Omnigo based on Omnigo's then-current time and materials rates for restoration services, in addition to any other fees provided for in this Addendum B. Omnigo will endeavor to meet a recovery time objective ("**RTO**") of twenty-four (24) hours and a recovery point objective ("**RPO**") of fifteen (15) minutes. Customer agrees to verify the accuracy of the restoration within seventy-two (72) hours of notification, and in any case before using the data. Customer also agrees to repeat the entry of any changes lost between the backup and restoration times. Omnigo has implemented reasonable procedures for the orderly transfer and support of the Services and Software to an alternate operations center located in the United States in the event of disaster that in Omnigo's reasonable belief would cause a substantial disruption in the Services or the Software's continued availability for more than seventy-two (72) hours.

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7. Temporary Suspension of Services. Omnigo may suspend Customer's right to access or use the Services upon notice to Customer if Omnigo determines: (a) Customer's use of the Services (i) poses a security risk to the Services or any third party, (ii) may adversely impact the Services or the compute resources upon which the Services are hosted or content of any other customer, (iii) may subject Omnigo, or any third party to liability, or (iv) may be fraudulent; or (b) Customer is in breach of the Agreement or this Addendum. If Omnigo suspends Customer's right to access or use the Services or any portion thereof, Customer shall remain responsible for all fees and charges incurred through the date of suspension. Omnigo's right to suspend Customer's right to access or use the Services is in addition to its termination rights set forth in the Agreement. Notwithstanding the foregoing, Omnigo shall use commercially reasonable efforts to: (a) work with Customer to resolve or mitigate the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, provide notice to Customer describing the nature of the damage or degradation; and (c) reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice.

8. Changes to the Services. Omnigo may make changes to the functionality, user interface, usability of the Services and related documentation from time to time. In the event of any material change to the functionality, user interface, or usability of the Services, Customer's sole remedy shall be limited to termination of this Addendum B and receipt of a pro-rata refund of fees paid by Customer for the Services for the terminated portion of the Term.

9. Changes to this Addendum B. Omnigo may make changes to this Addendum B from time to time but will not reduce the level of Service for which Customer has paid. In the event of any material change to this Addendum B, Omnigo will notify Customer by either sending an email to the email address(es) provided by Customer pursuant to this Addendum B or posting a notice in Customer's administrator's account.

Addendum C

HARDWARE ADDENDUM

This Hardware Addendum (this “**Addendum C**”) is an addendum to the Master Software License and Service Agreement (the “**Agreement**”) between Omnigo and Customer (as defined in the Agreement). Capitalized terms used in this Addendum C and not otherwise defined below shall have the meanings given to such terms in the Agreement. In the event of a conflict between the terms of this Addendum C and the Agreement, the terms of this Addendum C shall control.

Customer and Omnigo hereby agree to the following:

1. Omnigo-Supplied Hardware

(a) As used herein, “Hardware” refers to all physical hardware, including, but not limited to, kiosks, cameras, printers, pens, and barcode readers that are supplied by Omnigo to Customer for use as part of the Agreement and shall at all times remain the property of Omnigo.

(b) Customer agrees to maintain Hardware in good working condition, allowing for reasonable wear. Customer is solely responsible in the case of theft, damage, or accident while Hardware is in use on any Customer property or in Customer possession. Hardware is intended for indoor use only. Omnigo reserves the right to replace Hardware with equal or greater capabilities at its discretion throughout the Term.

(c) Customer agrees to position and utilize Hardware in a manner that protects the health and safety of patrons, employees, and others coming into contact with it. Customer assumes all liability in the case of injury or death resulting in direct or indirect contact with Hardware.

(d) Customer shall obtain appropriate property insurance coverage for Hardware while it remains in Customer’s possession.

(e) Hardware contains no user serviceable components. Tampering or disassembly by Customer is prohibited. In particular, without limiting the foregoing, Customer agrees to refrain from reverse engineering any Hardware or decompiling the integrated software. All Hardware problems shall be reported promptly to Omnigo to facilitate repair or replacement at Omnigo’s expense during the Term.

(f) Hardware shall be subject to the applicable warranty offered by the manufacturer. During the manufacturer’s warranty period, Omnigo shall be responsible for labor, materials, and other costs associated with required warranty repair of such Hardware. In case of malfunction or operation interruption by a warranted Hardware component occurring during the applicable warranty period, Customer will return the defective Hardware to Omnigo for repair or replacement, and Omnigo will be responsible for the shipping cost.

2. Customer-Purchased Hardware. All hardware purchased by Customer from Omnigo for use as part of the Agreement (“Customer-purchased Hardware”) shall be the property of Customer. Customer-purchased Hardware is covered by the applicable manufacturer’s warranty and is not warranted by Omnigo. Customer is solely responsible for the operation, use, maintenance, and management of, and any obligations and liabilities associated with, Customer-purchased hardware.

Shipment and Risk of Loss. All shipments of Hardware or Customer-purchased Hardware to Customer will be FOB point of shipment. Except as related to Hardware, insurance coverage, freight charges, transportation costs, and all other expense applicable to shipment to Customer’s identified point of delivery will be the responsibility of Customer. Risk of loss will pass to Customer upon delivery of the Hardware or Customer-purchased Hardware to the common carrier (regardless of who pays such common carrier) or Customer’s representative and the point of shipment.

3. Warranty Disclaimer. EXCEPT AS OTHERWISE PROVIDED IN THIS ADDENDUM C, OMNIGO MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE HARDWARE OR CUSTOMER-PURCHASED HARDWARE. OMNIGO DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE HARDWARE AND CUSTOMER-PURCHASED HARDWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

4. Limitation of Liability. OMNIGO WILL NOT, IN ANY EVENT, BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING HEREUNDER (INCLUDING LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OR INABILITY TO USE THE HARDWARE OR CUSTOMER-PURCHASED HARDWARE, OR IN ANY CONNECTED TO THIS ADDENDUM OR THE AGREEMENT, EVEN IF OMNIGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.

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Addendum D

CUSTOM DEVELOPED SERVICES ADDENDUM

This Custom Developed Services Addendum (this “**Addendum D**”) is an addendum to the Master Software License and Service Agreement (the “**Agreement**”) between Omnigo and Customer (as defined in the Agreement). Capitalized terms used in this Addendum D and not otherwise defined below shall have the meanings given to such terms in the Agreement. In the event of a conflict between the terms of this Addendum D and the Agreement, the terms of this Addendum D shall control.

Customer and Omnigo hereby agree to the following:

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Addendum E

Omnigo Software SaaS Licensing Addendum

In addition to the terms and conditions outlined in the **Omnigo Software, LLC** (the Service Provider) – **Town of Pembroke Park** (The Subscriber) SaaS Agreement, the undersigned acknowledge and accept the items contained in this document.

1. In entering into this agreement, the Subscriber is contracting the Service Provider to host and manage its RMS, Dispatch system, and/or Evidence Management system.
2. The Service Provider maintains a hosting environment within **Microsoft's Azure Government Cloud; this environment has been licensed through an Enterprise Level Enrollment Agreement (ELEA) with enrollment number: 70756386 and/or AWS GovCloud.**
3. The Subscriber's system will be hosted in the Service Provider's **Microsoft Azure Government Cloud environment and/or AWS GovCloud** described in 2.
4. All employees of the Service Provider with the potential to interact with the Subscriber's environment or data have received CJIS Level 4 Security and Awareness training.
5. All data within the Service Provider's hosting environment physically resides within **Virginia and Texas if hosted in Microsoft Azure Government and/or Virginia or California if hosted in AWS GovCloud (Virginia and California** secure datacenters.
6. The Service Provider's Software Suite is CJIS Security Policy and FIPS140-2 compliant. A list of relevant certificates will be provided to the **Town of Pembroke Park**, and a full overview of security information pertaining to Omnigo Software Support can be found in the Omnigo Software CJIS Security Plan.

SERVICE PROVIDER	SUBSCRIBER
Omnigo Software, LLC	Town of Pembroke Park
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Addendum to Terms and Conditions

The following shall be included as part of the Master Software License And Service Agreement (the "MSA") submitted between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023 ("Town") and **Omnigo**, a Missouri limited liability company, with offices at 10430 Baur Boulevard, St. Louis, Missouri 63132. In the event of any conflict between the language in the MSA and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

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

2. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

3. **Sovereign Immunity**

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

4. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither OMNIGO nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. OMNIGO will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. OMNIGO further agrees that OMNIGO will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that OMNIGO is an independent contractor under this Agreement and not the Town's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. OMNIGO shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of OMNIGO. OMNIGO agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the

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OMNIGO Products and Services; however, the OMNIGO Products and Services are provided “AS IS” and as available. This Agreement shall not be construed as creating any joint employment relationship between OMNIGO and the Town and the Town will not be liable for any obligation incurred by OMNIGO, including but not limited to unpaid minimum wages and/or overtime premiums.

6. **Binding Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by OMNIGO without the prior written consent of Town. For purposes of this Agreement, any change of ownership of OMNIGO shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. **Public Records**

8.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. OMNIGO shall comply with Florida’s Public Records Law. Specifically, OMNIGO shall:

8.1.1 Keep and maintain public records required by the Town to perform the service;

8.1.2 Upon request from the Town’s custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

8.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, OMNIGO shall destroy all copies of such confidential and exempt records remaining in its possession after OMNIGO transfers the records in its possession to the Town, unless otherwise required by law; and

8.1.4 Upon completion of the Agreement, OMNIGO shall transfer to the Town, at no cost to the Town, all public records in OMNIGO’s possession. All records stored electronically by OMNIGO must be provided to the Town, upon request from the Town’s custodian of public records, in a format that is compatible with the information technology systems of the Town.

8.2 The failure of OMNIGO to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing OMNIGO with at least thirty (30) days prior, provided, however, that OMNIGO will be given the opportunity to cure the breach within said period of time.

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**IF OMNIGO HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO OMNIGO'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppfl.gov**

9. Notice

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section or by email. For the present, OMNIGO and Town designate the following as the respective places for giving of notice:

TOWN:	Aleem Ghany, Acting Town Manager Town of Pembroke Park 3150 SW 52 nd Avenue Pembroke Park, Florida 33023 Telephone No. (954) 966-4600 Email: aghany@tppfl.gov
Copy To:	Jacob G. Horowitz, Town Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Email: jhorowitz@gorencherof.com
OMNIGO:	Omnigo 10430 Baur Boulevard St. Louis, Missouri 63132 Telephone No. 855-421-2374 Email: _____

10. Attorneys' Fees

In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs.

11. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12. **Scrutinized Companies**

OMNIGO, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a MSA for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

12.1 Any amount if, at the time bidding on, submitting a MSA for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

12.2 One million dollars or more if, at the time of bidding on, submitting a MSA for, or entering into or renewing such contract, the company:

12.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

12.2.2 Is engaged in business operations in Syria.

13. **E-Verify**

OMNIGO 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.

13.1 Definitions for this Section:

13.1.1 “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, OMNIGO or consultant.

13.1.2 “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.

13.1.3 “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.

13.2 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:

13.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

13.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. 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 of Pembroke Park; and

13.2.3 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.

SIGNATURE PAGE TO FOLLOW

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

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

MARLEN MARTEL,
TOWN CLERK

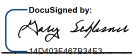
APPROVED AS TO FORM.

JACOB G. HOROWITZ
TOWN ATTORNEY

BY: _____

ALEEM GHANY
ACTING TOWN MANAGER

OMNIGO:

Signed By:  _____
Print Name: Gary Schlisner
Title: Chief Financial Officer

Addendum to Terms and Conditions

The following shall be included as part of the Quote (the "Proposal") submitted to the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023 ("Town") by **Progressive Microtechnology, Inc** ("PMI"), with offices at 4475 U.S.1 South, Ste. 501, St. Augustine, FL 32086. In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

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

2. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

3. **Sovereign Immunity**

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

4. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither PMI nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. PMI will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. PMI further agrees that PMI will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that PMI is an independent contractor under this Agreement and not the Town's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. PMI shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of PMI. PMI agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for

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the PMI Products and Services; however, the PMI Products and Services are provided “AS IS” and as available. This Agreement shall not be construed as creating any joint employment relationship between PMI and the Town and the Town will not be liable for any obligation incurred by PMI, including but not limited to unpaid minimum wages and/or overtime premiums.

6. **Binding Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by PMI without the prior written consent of Town. For purposes of this Agreement, any change of ownership of PMI shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. **Public Records**

8.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. PMI shall comply with Florida’s Public Records Law. Specifically, PMI shall:

8.1.1 Keep and maintain public records required by the Town to perform the service;

8.1.2 Upon request from the Town’s custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

8.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, PMI shall destroy all copies of such confidential and exempt records remaining in its possession after PMI transfers the records in its possession to the Town, unless otherwise required by law; and

8.1.4 Upon completion of the Agreement, PMI shall transfer to the Town, at no cost to the Town, all public records in PMI’s possession. All records stored electronically by PMI must be provided to the Town, upon request from the Town’s custodian of public records, in a format that is compatible with the information technology systems of the Town.

8.2 The failure of PMI to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing PMI with at least thirty (30) days prior, provided, however, that PMI will be given the opportunity to cure the breach within said period of time.

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**IF PMI HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO PMI'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppfl.gov**

9. Notice

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section or by email. For the present, PMI and Town designate the following as the respective places for giving of notice:

TOWN:	Aleem Ghany, Acting Town Manager Town of Pembroke Park 3150 SW 52 nd Avenue Pembroke Park, Florida 33023 Telephone No. (954) 966-4600 Email: aghany@tppfl.gov
Copy To:	Jacob G. Horowitz, Town Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Email: jhorowitz@gorencherof.com
PMI	Progressive Microtechnology, Inc. Attn: Aimee A. Riggsby 4475 U.S. 1 South, Ste. 501 St. Augustine, Florida 32086 Telephone No. (800) 325-7636 Email: ariggsby@scanpmi.com

10. Attorneys' Fees

In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs.

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11. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12. **Scrutinized Companies**

PMI, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

12.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

12.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

12.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

12.2.2 Is engaged in business operations in Syria.

13. **E-Verify**

PMI 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.

13.1 Definitions for this Section:

13.1.1 “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 PMI or consultant.

13.1.2 “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.

13.1.3 “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.

13.2 Registration Requirement; Termination:

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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:

13.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

13.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. 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 of Pembroke Park; and

13.2.3 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.

SIGNATURE PAGE TO FOLLOW

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

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

MARLEN MARTELL,
TOWN CLERK

APPROVED AS TO FORM.

JACOB G. HOROWITZ
TOWN ATTORNEY

BY: _____
ALEEM GHANY
ACTING TOWN MANAGER

PROGRESSIVE MICROTECHNOLOGY, INC.

Signed By: _____

Print Name: _____

Title: _____



Agenda Request

Subject:	Evidence Software for Police
Meeting Date:	AGENDA WORKSHOP COMMISSION MEETING - Apr 24 2024
Prepared For:	IT Department
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	We are still evaluating the software between Omnigo and PMI
Background Information:	Evidence software for police department
Staff Recommendations:	Approve Software
Financial Implications:	Not to exceed \$8,500.00 PMI
Alternatives:	

ATTACHMENTS:

[2024 PMI Sole Source](#)
[Pembroke Park FL - S](#)
[Pembroke Park - Physical Evidence software & hardware quote - Updated](#)
[2024-05-06 Omnigo + Pembroke Park \(FL\) - MSA \(omnigo exec\)](#)
[Addendum to Terms and Conditions \(omnigo exec\).docx](#)

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



March 22, 2024

To Whom It May Concern:

This letter is to confirm that the PMI Evidence Tracker™ is a sole source product, manufactured, sold and distributed exclusively by Progressive Microtechnology, Inc. This product must be purchased directly from Progressive Microtechnology, Inc. at the address listed below. There are no agents or dealers authorized to represent this product. Progressive Microtechnology, Inc. is the only owner of the trademark and copyright material associated with the PMI Evidence Tracker™. Additionally, there is only one price (per package) for the above named product because of exclusive distribution or marketing rights.

If you need additional information or have any questions, please contact me at (904) 797-1050 at any time. Thank you for your interest in our product.

Regards,

A handwritten signature in blue ink that reads "Aimée A. Riggsby". The signature is fluid and cursive, with the first name "Aimée" and last name "Riggsby" clearly legible.

Aimée A. Riggsby
Chief Financial Officer
Progressive Microtechnology, Inc.



Progressive Microtechnology, Inc. • 4475 US 1, South • Suite 501 • Saint Augustine, FL 32086
Page 2 of 39 • 800-325-7636 • fax 904-797-6100 • www.pmievidencetracker.com



March 21, 2024

TO: Pembroke Park Police Dept.
Attn: Mark Pakula
3150 SW 52nd Ave.
Pembroke Park, FL 33023
Tel: (954) 966-4600

FROM: Aimée A. Riggsby
ariggsby@scanpmi.com
Tel: 904-797-1050
Toll: 800-325-7636
Fax: 904-797-6100

Quote # AAR0321241515
Pages in Quote: 2

Dear Mark:

Thank you for giving PMI the opportunity to quote you on your barcoding needs. We appreciate the fact that you are interested in our PMI Evidence Tracker™ system. I am pleased to offer our **PMI Evidence Tracker™ Standard** package, as well as costs for renewing your service agreement after the first year, additional media and our web-based training. The pricing, herein, is **good through April 30, 2024**. Please find below your quote in its entirety:

<u>Qty.</u>	<u>Product/Description</u>	<u>Your Price</u>
1 ea.	PMI Evidence Tracker™ Standard Includes PMI Evidence Tracker™ Software, Asset Management Module, 1 corded Barcode Scanner with USB Cable, 1 Zebra Barcode Printer with USB Cable, 1 Evidence Label Kit (1000 Labels), 1 Asset Label Kit (2000 Labels) and 1 Roll Shelf Labels (1450 Labels). Includes Installation Support, one year of Technical Service & Support, Unlimited User License , plus <u>Free Shipping</u> .	\$ 5,410.00
Optional Items		
1 ea.	Wireless Barcode Scanner (<i>In exchange for corded scanner in above packages</i>) Includes a wireless barcode scanner with a base unit that attaches USB. Working range	\$ 240.00
1 kit	Evidence Labels and Ribbon Kit (<i>Additional Supplies</i>) Includes 2 rolls of 4" x 3" (500 per roll) thermal transfer die cut poly labels and 1 roll of 4.33" x 74m resin ribbon.	\$ 98.00
1 ea.	Technical Service & Support (TSS) (<i>Renewal Cost – After 1st Year</i>) – Includes assistance with technical issues, plus all software updates and patches during the one-year agreement period. Please note that this does not include training or customization. Must have ability to utilize go-to-meeting or Zoho Assist.	\$ 695.00
1 ea.	2 Hour Web Based Training – Includes 2 hours of training through the internet. Training for your program administrator staff to include the following: software overview, system setup, admin security, customizing evidence screen, entering evidence, checking evidence in/out, creating reports, conducting a physical inventory, and creating short cuts that save time and effort, etc. Must have ability to utilize go-to-meeting.	\$ 250.00



Progressive Microtechnology, Inc. * 4475 U.S. 1 South, Ste. 501 * St. Augustine, FL 32086 * (800) 325-7636



Progressive Microtechnology, Inc.

Page 2 of 2

Unless otherwise stated herein, all prices are in U.S. dollars, FOB Saint Augustine, Florida and do not include import duties or any other fee associated with the sale and shipping of your purchase. For your convenience, unless otherwise discussed and put into writing by the parties, PMI accepts MasterCard, Visa, AMEX, COD, pre-payment by wire transfer (only method for international sales), and Net-30 terms with approved credit. If you have any questions, concerns, or comments, please feel free to contact me at any time. I certainly hope that we may do business together and I appreciate you giving PMI the opportunity to work with you on this project.

Sincerely,

Aimée

Aimée A. Riggsby



Progressive Microtechnology, Inc. * 4475 U.S. 1 South, Ste. 501 * St. Augustine, FL 32086 * (800) 325-7636



Omnigo Software, LLC
6860 Dallas Parkway, Suite 200
Plano, TX 75024 US
www.Omnigo.com
Phone: (800) 814-4843

Prepared By:
Preparer Email:
Quote Number:
Created Date:
Offer Valid Through:
Subscription Term (Months):
Subscription Start Date:

Tim Cox
tim.cox@omnigo.com
Q-41986-1
4/18/2024 9:27 AM
5/18/2024
12

Bill To
Pembroke Park PD (FL)
Mark Pakula
mpakula@tppfl.gov
3150 SW 52nd Ave
Pembroke Park, Florida 33023
United States

Ship To
Pembroke Park PD (FL)
3150 SW 52nd Ave
Pembroke Park, Florida 33023
United States

PRODUCT	DESCRIPTION	QTY	TOTAL LIST PRICE*	TOTAL SALE PRICE*
QueTel Physical Evidence Base	Core License per instance for Law Enforcement	1.00	\$6,500.00	\$3,081.00
QueTel Physical Evidence User License	Additional cost per Sworn Officer	21.00	\$2,620.80	\$2,620.80
Omnigo Eversure: Continuous Training, Consulting, and Support	Continuous Training, Consulting, and Support	1.0	\$0.00	\$0.00
Zebra ZD421 Direct Thermal Desktop Barcode Printer		1.00	\$844.00	\$844.00
Zebra TC26 Mobile Scanner/ Computer		1.00	\$953.00	\$953.00
			\$10,917.80	\$7,498.80

**Total price and grand total shown is first year of subscription, plus any one-time services, prorated for any applicable add-on sales.*

Prices shown above do not include any taxes that may apply. Any applicable taxes will be invoiced. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the "Ship To" location provided by the Customer on this Sales Order Form. Payment terms are 30 days from invoice date. Payments accepted via check, ACH or wire transfer. Amounts in USD. Pricing quoted herein is subject to an annual increase for each year of the contracted term.

This Sales Order Form is governed by the terms of the Omnigo Master Subscription Agreement, which can be found at: www.omnigo.com/master-subscription-agreement or such other definitive agreement entered into by and between Omnigo and a customer governing such Sales Order.

Signature: _____
Name (Print): _____
Is a PO required for purchase? _____

Signature Date: _____
Title: _____
PO Number, if issued: _____



This Master Software License and Service Agreement (this “**Agreement**”) is entered into as of May 6, 2024 (the “**Effective Date**”), by and between Town of Pembroke Park (“**Customer**”), with its principal place of business at 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023 and Omnigo Software, LLC (“**Omnigo**”), a Missouri limited liability company, with its principal place of business at 10430 Baur Boulevard, St. Louis, Missouri 63132.

Omnigo and Customer agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings defined below:

(a) “**Software**” means the software products and associated documentation licensed to Customer as set forth in the Order Form.

(b) “**User**” means Customer’s employees who have been granted access (at one or more computer terminals) to the Software, as well third-party consultants who use the Software on Customer’s behalf and have executed confidentiality agreements with Customer or are otherwise subject to confidentiality obligations that are at least as protective of Omnigo’s Confidential Information as the provisions of this Agreement, and have agreed to abide by all the terms and conditions of this Agreement and the Order Form. Customer agrees that it is responsible to Omnigo for all use of the Software by Users.

(c) “**Customer Data**” means all data that is supplied by or on behalf of Customer to Omnigo in connection with, or for the use of, the Software.

(d) “**Maintenance Release**” means any update, upgrade, release, or other adaptation or modification of the Software, including any associated documentation, that Omnigo may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software, but does not include any New Version. Maintenance Releases may also modify or delete in their entirety certain features and functionality.

(e) “**New Version**” means any new version of the Software that Omnigo may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Omnigo’s designation of a new version number), and which Omnigo may make available to Customer at an additional cost under a separate written agreement or an amendment to this Agreement.

(f) “**Order Form**” means a document referencing this Agreement that describes the specific Software and/or Solutions to be provided to Customer by Omnigo, applicable pricing, and other transaction-specific provisions that have been agreed upon by Omnigo and Customer.

(g) “**Initial Term**” means the term of the Solutions and/or Software licenses granted under this Agreement beginning on the Effective Date and ending as outlined in the Order Form.

(h) **“Renewal Term”** means the twelve (12) month period commencing on the expiry of the Initial Term and each successive twelve (12) month period thereafter (or such other period as is set out in an Order Form).

(i) **“Solutions”** collectively means the Support Services, Managed Services, Hardware, Custom Developed Services, and other solutions provided by Omnigo that are more specifically outlined in an Order Form and are subject to the terms of this Agreement and the applicable Addendum.

(j) **“Term”** means the Initial Term together with the Renewal Terms, if any.

2. Addenda. In addition to the terms set forth in this Agreement, the terms and conditions outlined in the Addenda selected below shall also apply to the Software and/or Solutions referenced in the applicable Order Form. Select the addenda to be included in this Agreement (those selected, individually, each an **“Addendum,”** and collectively, **“Addenda”**) from the following table:

Selected	Addendum	Description
☒	A	Support Services
☐	B	Managed Services
☐	C	Hardware
☐	D	Custom Developed Services
☒	E	US Sworn Agency SaaS Licensing

3. Software License Grant. Subject to and conditioned on Customer’s compliance with all of the terms and conditions of this Agreement, including all applicable Addenda, Omnigo grants Customer a limited, non-exclusive, non-sublicensable, and non-transferable license during the Term to use the Software solely for Customer’s internal business purposes. Omnigo reserves all rights not expressly granted to Customer in this Agreement. This is a license, not a sale of the Software or any copy of it, nor is it a waiver of any intellectual property rights of Omnigo. Except for the limited rights and licenses expressly granted under this Agreement, Customer acknowledges and agrees that nothing in this Agreement or the Order Form grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software. All rights not expressly granted herein shall be reserved to Omnigo.

4. Code of Conduct & Restrictions on Use. Customer shall not at any time, directly or indirectly, (a) use the Software (or allow others to do so) for any purpose beyond the scope of the license granted in this Agreement, or (b) use the Solutions in violation of the terms set forth in this Agreement. In particular, without limiting the foregoing, Customer shall not at any time:

(a) Copy, modify, or create derivative works of the Software or any Solutions, in whole or in part;

(b) Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or any Solutions;

(c) Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;

- (d) Engage in any unlawful or illegal use of the Software or any Solutions;
- (e) Use the Software or any Solutions to engage in any unlawful or illegal activity;
- (f) Engage in any activity that exploits, harms, or threatens minors;
- (g) Use or publicly display the Software or any Solutions to share inappropriate content or material (e.g., pornography, graphic violence, etc.);
- (h) Remove or alter any copyright notices or other proprietary legends or notices from the Software or associated documentation, or any Solutions;
- (i) Circumvent any restrictions on access to or availability of the Software or any Solutions;
- (j) Engage in activity that is harmful to Omnigo, the Software, any Solutions, or others (e.g., transmitting viruses, stalking, etc.);
- (k) Use the Software or any Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, privacy right, or other right of any person;
- (l) Use the Software or any Solutions to collect, process, or provide to Omnigo any data that Customer does not have the rights to collect, process, or provide; or
- (m) Assist others, directly or indirectly, in any of the foregoing activities.

5. Customer Obligations and Warranties. Customer acknowledges and agrees to each of the following:

- (a) Pricing. All pricing schedules and pricing terms shall be outlined in the Order Form.
 - (i) Customer may only decrease the number of Users or other Solutions outlined in the Order Form at the beginning of the next Term, provided notification is received by Omnigo at least sixty (60) days prior to the expiration of the then current Term. If notification is not timely received by Omnigo, automatic renewal will occur based on the same number of Users. Customer acknowledges and agrees that any decrease in the number of Users or other factors on which the fees for the Software and Solutions are based will result in a reduction or elimination of any volume discounts or incentive pricing Customer received prior to such decrease.
 - (ii) Customer may increase the number of Users, Solutions, or add additional Solutions at any time during the Term. Unless otherwise requested and agreed, pricing for additional recurring Solutions shall be prorated to co-term with existing recurring Solutions so that the Software may be consolidated for future term billings.
- (b) Customer Hardware. Customer understands: (i) the hardware requirements it must provide for the use of the Software and Solutions; (ii) the Software may not work properly if the minimum hardware specifications are not met; and (iii) hardware specifications may change because of regulatory and/or industry required software changes. Customer shall at all times during the Term set up, maintain, and operate in good repair and in accordance with the hardware specifications all Customer hardware on or through which the Omnigo Software and Solutions are accessed or used; and provide Omnigo personnel with such access to Customer's premises and Customer hardware as is necessary for Omnigo to exercise its rights and perform its obligations under and in connection with this Agreement.

(c) Use of Software. Customer warrants that it will use the Software only to process Customer's own work and data and shall not process the work of any other entity or person without first obtaining the necessary additional licenses or written consent from Omnigo.

(d) Speed of Software. Customer warrants that it will take all reasonable steps to prevent any material degradation of the processing speed available to Users during business hours. Customer understands and accepts that network service, including wired, wireless, cellular, and satellite communication services, is provided by a third-party carrier (or carriers). Omnigo accepts no responsibility or liability for performance issues due to network-related disruption or malfunction.

(e) Customer Security. Customer is solely responsible for the security and compliance of the Software as installed or used on Customer or User devices. Customer warrants that it will provide and maintain security practices and software required to maintain reasonable security and compliance of Customer devices that hold or access Customer Data or on which the Software is installed or used, including, without limitation, risk assessment, security practices and policies, device encryption, malware protection, system updates, and any other applicable security measure required by law or regulation, industry standards that are commercially reasonable in the information technology industry, or common best practice.

(f) Customer Data Integrity. Customer shall ensure that Customer's use of all Customer Data is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation those related to data privacy, international communications and the exportation of technical or personal Data. Customer is solely responsible for the validity, integrity, accuracy, and completeness of all Customer Data entered into or processed by the Software, or provided by Customer to Omnigo, and Customer agrees that Omnigo may refuse to process any Customer Data that, in Omnigo's sole discretion: (i) is not of a quality or condition suitable for processing; (ii) does not comply with Omnigo's applicable standards and procedures; or (iii) is otherwise not in proper machine-readable form. Omnigo shall not be deemed responsible for any transactions or data processing that fails, or legal or regulatory compliance failures, due to the validity, integrity, accuracy, and completeness of the data.

(g) Customer Data Consents and Notices. Customer warrants that it has sufficient rights in the Customer Data to authorize Omnigo to host, copy, process, and transmit the Customer Data to provide, maintain, and improve the Software and Solutions during the Term (as further set forth in Section 11), and that the Customer Data and its use hereunder will not violate or infringe the rights of any third party. Customer acknowledges that (i) it is Customer's sole responsibility to provide all notices and obtain all necessary licenses, consents, and permissions for all data provided by or on behalf of Customer and/or any User to Omnigo for the Omnigo Solutions and/or Software (including all Customer Data); and (ii) it is Customer's sole responsibility to use the Omnigo Solutions and Software in compliance with applicable laws and regulations.

(h) Authority to Sign. Customer warrants that the person signing this Agreement has the requisite authority to act on behalf of Customer, including the specific authority to bind Customer to this Agreement and all its terms and conditions.

(i) Non-Solicitation of Omnigo's Employees and Contractors. Customer agrees that during the Term of this Agreement and for a period of twelve (12) months after termination of this Agreement, it will not recruit or solicit, without Omnigo's prior written consent, any person

then employed or engaged by Omnigo if such person became known to Customer through the relationship established pursuant to this Agreement. This prohibition will not apply to job opportunities posted on recruiting websites or in other publications in which Customer seeks to find candidates for open positions (absent direct solicitation and/or recruitment).

6. Maintenance Releases and New Versions.

(a) During the Term, Omnigo will provide Customer with all Maintenance Releases (including updated associated documentation) that Omnigo may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases provided by Omnigo to Customer are deemed Software and are subject to the terms of this Agreement. Customer agrees that Omnigo does not promise there will be a certain number of Maintenance Releases (or any Maintenance Releases) during a particular year and Omnigo has no obligation to continue to provide or enable any particular features or functionality. Customer will be notified via email or within the Software when Maintenance Releases are available and before any of the aforementioned changes to terms of service or updates to other Omnigo-supplied software and/or hardware take effect. Customer agrees to install Maintenance Releases promptly after receipt from Omnigo.

(b) Customer does not have any right under this Agreement to receive any New Versions of the Software that Omnigo may, in its sole discretion, release from time to time. Provided that Customer is in compliance with the terms and conditions of this Agreement, Customer may license any New Version at Omnigo's then-current list price and subject to a separate Order Form. Omnigo may, in its sole discretion, from time to time, change the terms of service or update other Omnigo-supplied software and/or hardware.

7. Invoicing and Payment.

(a) Initial Payment and Invoicing. The First Invoice Total (as set forth in the applicable Order Form) is due within thirty (30) days from the invoice date or the Effective Date, whichever is earlier.

(b) Annual Fees. Unless otherwise set forth in the applicable Order Form, Omnigo invoices annually for all Software and Solutions. Annual Fees will be billed up to sixty (60) days prior to the anniversary of the Effective Date each year. All fees are due within thirty (30) days from the invoice date. Customer shall make all payments in US dollars.

(c) Fee Increases. Following the Initial Term, Omnigo may increase fees by sending Customer written notice of the change not later than thirty (30) days prior to the date such change becomes effective. In addition, Omnigo may increase fees at any time during the Term on an as-needed basis, if Omnigo incurs unforeseen cost increases greater than five percent (5%) to provide the Software or Solutions, by sending Customer written notice of the change not later than thirty (30) days prior to the date such change becomes effective.

(d) Delinquent Account. Customer hereby agrees that Omnigo has the right to suspend the Solutions, including the Software, without prior notice to Customer if Customer fails to pay an invoice when due. During the term of any such suspension, all amounts due under this Agreement shall continue to accrue and be due and payable according to this Agreement. Invoices not paid within sixty (60) calendar days of the date of the invoice shall entitle Omnigo to accelerate payment of all future sums due under the Agreement and such fees shall be immediately due and payable; if Customer's outstanding invoices are not paid in full within ten

(10) calendar days thereafter, Omnigo may immediately terminate this Agreement, without incurring any obligation or liability to Customer or any other person by reason of such termination. Customer agrees that it shall be liable to Omnigo for all costs of collection of any delinquency, including collection agency fees, reasonable attorneys' fees, and court costs.

(e) Taxes. Omnigo's prices are quoted exclusive of all sales, use, or other taxes or similar assessments. Customer is responsible for all taxes, fees, duties, licenses, tariffs, and levies imposed upon the Software or Solutions by any federal, provincial, state, or local government or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Omnigo's income. Tribal customers may be exempt from taxes as per their agreements with the relevant government authorities. Customers are responsible for providing tax exempt documentation to Omnigo.

8. Audits.

(a) Audit Procedure. Omnigo or its designee (including its accountants and auditors) may, in Omnigo's sole discretion, inspect and audit Customer's use of the Software and the Solutions under this Agreement at any time during the Term and for two (2) years following the termination or earlier expiration of this Agreement to verify Customer's compliance with this Agreement and the Order Form. Customer shall make available all such books, records, hardware, information, and personnel, and provide all such cooperation and assistance, as may be requested by or on behalf of Omnigo with respect to such audit.

(b) Cost and Results of Audit. If the audit determines that Customer's use of the Software exceeded the usage permitted by this Agreement or the applicable Order Form, Customer shall pay to Omnigo all amounts due for such excess use of the Software and/or Solutions, plus interest on such amounts, at a rate of one and a half percent (1.5%) per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law. If the audit determines that such excess use equals or exceeds five percent (5%) of Customer's permitted level of use, Customer shall also pay to Omnigo all costs incurred by Omnigo in conducting the audit and promptly correct any non-compliance. Customer shall make all payments required under this Section 8(b) within fourteen (14) days of the date of written notification of the audit results.

9. Confidential Information.

(a) During the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information that would be reasonably understood to be confidential, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. Except as otherwise expressly permitted in writing by an authorized representative of the disclosing party, the receiving party agrees that it shall not use the Confidential Information of the disclosing party for any purpose other than the purpose for which the disclosing party disclosed the Confidential Information, or disclose or reveal the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, directors, officers,

agents and consultants who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder, and are subject to legally binding obligations of confidentiality no less restrictive than those contained in this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. If a protective order or other remedy is not obtained as outlined in (i) above, or if the disclosing party waives in writing compliance with the terms hereof, then the receiving party shall furnish only that portion of the Confidential Information which the receiving party is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such Confidential Information. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and shall apply during the term of this Agreement and for a period of one (1) year thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the expiration or termination of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(b) Without limiting the foregoing, Customer acknowledges and agrees that the Software and associated documentation contain copyrighted and/or proprietary information of Omnigo and constitute valuable assets and trade secrets of Omnigo. Accordingly, Customer agrees to use the Software only in accordance with the terms and conditions of this Agreement. Customer must implement commercially reasonable procedures to ensure continued confidentiality, security, and protection of the Software and the associated documentation as required hereunder and to prevent unauthorized access thereto or use thereof by any of Customer's employees or any other entity. The provisions of this paragraph shall survive in perpetuity, notwithstanding any expiration or termination of the license granted hereunder or of this Agreement in whole or in part.

10. Intellectual Property Ownership. Customer acknowledges that, as between Customer and Omnigo, Omnigo owns, and shall at all times retain sole title to and ownership of, all right, title, and interest, including all intellectual property rights in and to, the Software, in all forms and all copies thereof including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks, and proprietary and confidential information rights associated with the Software except that any portion of the Software that is licensed from a third party shall remain owned by the applicable third party. Customer agrees to respect all applicable intellectual property rights, including patents, trademarks, copyrights, trade secrets, and licenses, pertaining to the Software, hardware, and services provided under this Agreement.

CUSTOMER SHALL INDEMNIFY OMNIGO, ITS AFFILIATES, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY FEES, FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS PERTAINING TO CUSTOMER'S USE OF THE SOFTWARE AND SOLUTIONS PROVIDED UNDER THIS AGREEMENT.

Omnigo Master Software License and Service Agreement rev.
05/26/2022

11. Customer Data.

(a) The Omnigo Solutions and Software allow Customer to store or share Customer Data. Omnigo does not claim ownership of Customer Data. Customer Data remains owned by Customer, and Customer is responsible for all Customer Data. The Omnigo Solutions and Software do not replace the need for Customer to maintain business continuity and disaster recovery procedures or redundant data archives. OMNIGO HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA. Customer hereby grants to Omnigo a limited and non-exclusive license to host, copy, process, and transmit Customer Data to provide, maintain, and improve the Software and Solutions during the Term. Notwithstanding the foregoing, Omnigo reserves the right to monitor usage and metrics and collect usage data (i.e., metadata) in any manner set forth in Section 12 below. To the extent necessary or desirable to provide services to Customer and others, to protect Customer and the Solutions, and to improve Solutions, Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Omnigo to enforce this Agreement and exercise Omnigo's rights and perform Omnigo's obligations hereunder. If Customer uses the Software and does not use Omnigo's Managed Services as set forth in Addendum B, then Customer is also solely responsible for regular data backups.

(b) Upon Customer's written request, Omnigo will return to Customer or destroy all Customer Data within a reasonable period of time, provided that Omnigo shall have the right to charge Customer with the cost of returning to Customer or destroying such Customer Data, including, but not limited to, the time incurred by Omnigo at its then-current time and materials rates and reasonable copying, courier, and other delivery expenses. Omnigo may retain Customer Data after the Term if such Customer Data needs to be retained for the purpose of actual or potential litigation or other record-keeping purposes, or is on back-up, archival storage tapes, or the like and is therefore not practical to return or destroy, provided that Omnigo will maintain Customer Data according to this Agreement. Omnigo will have no duty to maintain Customer Data and may destroy Customer Data within thirty (30) days after expiration or termination of this Agreement, unless Customer agrees to pay an annual maintenance fee for Omnigo's ongoing storage of Customer Data, as set forth in the Support Services Addendum. Customer agrees that Omnigo will not be liable to Customer or any third party for any Customer Data deleted under this Section 11(b).

12. Aggregated and Benchmarking Data. Nothing in this Agreement shall limit Omnigo's ability to collect, use, and disclose Aggregated Data (defined below) for the purpose of monitoring the performance, operation, or security of the Software or monitoring, enhancing, and creating new services. Customer agrees that Omnigo may collect, use, and disclose data concerning and derived from Customer's use of the Software and Solutions, including Customer Data, for industry analysis, benchmarking, analytics, marketing, and other business purposes during and after the Term, provided that any such data collected, used, and disclosed for such purposes will be in aggregate form only and will not identify Customer, its Users, or any third parties utilizing the Software Solutions as the source of the data ("**Aggregated Data**") and Omnigo complies with all applicable laws in collecting, using, and disclosing such Aggregated Data. Aggregated Data shall not be considered Customer Data or Confidential Information of Customer. Moreover, Customer agrees to allow Omnigo to use Aggregated Data to compile benchmarking and usage data for research and development, including, but not limited to, operational, financial, and statistical

data of Customer in order to provide comparative benchmarking services, decision support services, and predictive management services to Omnigo's customers and prospective customers, and for use in Omnigo's research and development of the Software. Customer grants Omnigo the right to collect and use such Aggregated Data for all such purposes.

13. Third-Party Applications, Services, or Integrations. Customer acknowledges and agrees that the Solutions may operate with or using applications or services operated or provided by third parties ("Third Party Services"). Omnigo is not responsible for the operation of such Third Party Services nor the availability or operation of the Solution to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Omnigo does not make any representations or warranties with respect to Third Party Services. Any exchange of data or other interaction between Customer and Third Party Services is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

14. Limited Warranty.

(a) Omnigo warrants for a period of ninety (90) days after Customer initially receives the Software (the "Warranty Period") that the Software will perform under normal use substantially as described in the associated documentation. Customer's exclusive remedy and Omnigo's sole liability for Software that does not meet the warranty set forth in this Section 14 shall be at Omnigo's sole option and expense to repair or replace the non-conforming Software, provided, however that Customer promptly notifies Omnigo of the deficiency in writing within the applicable Warranty Period when the problem first occurs, and the Software has been demonstrated to be defective. Omnigo does not guarantee that all errors will be corrected.

(b) The warranties set forth in Section 14(a) do not apply and become null and void if Customer breaches any provision of this Agreement, or if Customer, any User, or any other person granted access to the Software by Customer, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the associated documentation or expressly authorized by Omnigo in writing; (ii) modifies or damages the Software; (iii) misuses the Software, including any use of the Software other than as specified in the associated documentation or expressly authorized by Omnigo in writing; or (iv) uses of any version of the Software other than the most current version or fails to promptly install any Maintenance Release or replacement of the Software made available to Customer by Omnigo.

(c) OMNIGO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERRORFREE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 14(a), THE SOFTWARE AND ASSOCIATED DOCUMENTATION AND ANY SOLUTIONS ARE PROVIDED TO CUSTOMER "AS IS" AND OMNIGO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. OMNIGO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 14(a), OMNIGO MAKES NO WARRANTY OF ANY

KIND THAT THE SOFTWARE AND ASSOCIATED DOCUMENTATION AND ANY SOLUTIONS, OR ANY HARDWARE OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

15. Indemnification by Customer. To the extent permitted by law, and without waiving Customer's sovereign or other immunities, Customer shall indemnify, hold harmless, and, at Omnigo's option, defend Omnigo, its affiliates, agents, directors, officers, and employees from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") based upon or arising out of Customer's, or any User's: (a) gross negligence, fraud, or willful misconduct; (b) use of the Software or associated documentation in a manner not authorized or contemplated by this Agreement; or (c) breach of any of the representations and warranties made by Customer in Section 5, provided that Customer may not enter into any settlement binding upon Omnigo without Omnigo's consent, which shall not be unreasonably withheld. Omnigo shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

16. Indemnification by Omnigo. Omnigo will defend and indemnify, at its expense, any claim made against Customer by a third party based on an allegation that the Software infringes or misappropriates any United States patent, copyright, or trademark ("IP Claim"); provided, that Customer (a) has not materially breached the terms of this Agreement, (b) notifies Omnigo in writing promptly after Customer first learns of the IP Claim; and (c) reasonably cooperates in the defense of the IP Claim. Omnigo shall have sole control over such defense. If an IP Claim is made, Omnigo may modify the Software to be non-infringing, but still substantially similar to the current Software, or obtain for Customer a license to continue using the Software. If Omnigo determines it is not commercially reasonable or technically possible to perform either of the above options, then Omnigo may at its option elect to terminate this Agreement and refund to Customer the fees paid to Omnigo by Customer for the Software for the unused portion of the then current Term. Upon any such termination, Customer shall cease use of the Software. Omnigo shall have no indemnification obligations under this Section 16, if the alleged infringement arises from: (i) Omnigo's compliance with specifications or instructions prescribed by Customer; (ii) modification of the Software by Customer; (iii) use of the Software in combination with other software not provided by Omnigo and which use is not specifically described in the associated documentation, or (iv) use of the Software that does not include all Maintenance Releases made available to Customer by Omnigo if such Maintenance Release is necessary to avoid infringement. THIS SECTION 16 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND OMNIGO'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 16 (INDEMNIFICATION BY OMNIGO), OMNIGO SHALL NOT HAVE ANY OBLIGATION TO DEFEND OR INDEMNIFY CUSTOMER FOR THIRD PARTY CLAIMS.

17. Limitation of Liability.

(a) Limitation on Types of Damages Recoverable. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OMNIGO BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING THROUGH A PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOST OR DAMAGED DATA, INVESTMENTS MADE, AND LOSS OF BUSINESS OPPORTUNITY OR INTERRUPTION) THAT CUSTOMER MAY INCUR OR EXPERIENCE UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY ORDER FORM, OR THE SOFTWARE, OR SOLUTIONS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY) EVEN IF (i) OMNIGO WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, (ii) DIRECT DAMAGES DO NOT SATISFY A REMEDY, OR (iii) A LIMITED REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

(b) Limitation on the Amount of Damages Recoverable. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OMNIGO'S ENTIRE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATED IN ANY WAY TO THIS AGREEMENT, AN ORDER FORM, THE SOFTWARE, OR SERVICES, REGARDLESS OF THE NATURE OF THE OBLIGATION, FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY), IN ALL CASES SHALL BE LIMITED TO, AND SHALL NOT EXCEED, IN THE AGGREGATE, FEES PAID TO OMNIGO UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE SOFTWARE OR SOLUTIONS THAT ARE THE BASIS OF THE PARTICULAR CLAIM AND UNDER THE APPLICABLE ORDER FORM.

(c) Allocation of Risk. EACH PARTY ACKNOWLEDGES THAT THE FOREGOING DAMAGES EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 17 REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY OR THAT THE PRICES PAID BY CUSTOMER FOR THE SOFTWARE AND/OR SOLUTIONS WOULD HAVE BEEN HIGHER.

(d) No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party against the other more than two (2) years after the cause of action has accrued, except for actions related to unpaid fees.

18. Termination. In addition to any other express termination right set forth in this Agreement, this Agreement will terminate as follows:

(a) Default in Performance or Breach. Except as otherwise provided in this Agreement, if either party defaults in the performance of or breaches any duty, or the payment of any amount due, under this Agreement, and such default or breach is incapable of cure or, being capable of cure, remains uncured thirty (30) days after written notice of default or breach given by the other party (other than Customer's breach of Sections 3 or 4 as specified below), the non-defaulting/non-breaching party may terminate this Agreement by giving written notice of termination. This Agreement will be terminated ten (10) days after such notice of termination. If Customer breaches Sections 3 or 4 of this Agreement, Omnigo may terminate this Agreement or any license to Software granted under this Agreement effective upon notice to Customer.

(b) Bankruptcy or Insolvency. Either party shall have the right to terminate this Agreement by giving written notice of termination to the other in the event of the insolvency or bankruptcy of such other, whether voluntary or involuntary, or the appointment of a trustee, receiver, or similar agent to take charge of or sell any material portion of such other's property or business.

(c) Cancellation. Requests to cancel Software and/or Solutions must be submitted in writing by visiting www.omnigo.com/cancel. Cancellations received during the Term do not relieve Customer of payment obligations or warrant refund of fees paid for Software or Solutions for the remainder of the Term. Cancellations must be received at least sixty (60) days prior to the expiration of the then-current Term to avoid automatic renewal.

(d) Effects of Expiration or Termination.

(i) Amounts Due. If an Order Form provides for ongoing payments during the Term, or Customer has not paid all fees due and Customer cancels prior to the end of such Term, Customer agrees to pay the full amount that has or would have become due during such Term, and such payment shall be due in full upon termination.

(ii) Termination of License. Upon expiration or termination of this Agreement, the license granted in Section 3 shall automatically terminate and Customer shall immediately cease use of the Software and either return all Software to Omnigo or, under Omnigo's supervision, destroy all copies of the Software (including documentation, manuals, and accompanying materials) in Customer's possession.

(iii) Omnigo's Confidential Information. Upon expiration or termination of this Agreement, Customer shall promptly return to Omnigo all copies, whether in written, electronic, or other form or media, of Omnigo's Confidential Information, or destroy all such copies and certify in writing to Omnigo that such Confidential Information has been destroyed.

(e) Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination. Without limiting the generality of the foregoing statement, this Section 18(e) and Sections 1, 4, 7, 8, 9, 10, 11, 12, 14, 15, 16, and 17 survive any expiration or termination of this Agreement.

19. Insurance. Customer shall, throughout the Term, obtain and maintain at its own cost and expense, commercial general liability insurance, professional liability insurance, and workers compensation and employers' liability insurance policies, from a qualified insurance company licensed to do business in the locations in which Customer does business. At a minimum, the insurance policies will name Omnigo, and its officers, directors, employees, agents, and shareholders, as an additional insured, and will provide Omnigo with at least thirty (30) days' notice from the insurer by registered or certified mail, if, at any time, the policies will be modified, cancelled, or terminated. Such policies shall provide protection against all claims, demands, and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Software, any Solutions, or any material used in connection therewith or any use thereof, including any injury or death to any person or damage to property caused by any of the foregoing. The amount of coverage shall be in an amount of at least one (1) million dollars (US \$1,000,000.00) per occurrence and at least two (2) million dollars (US \$2,000,000.00) in aggregate.

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coverage. These coverages are minimum required amounts and Customer shall carry higher amounts if it is commercially reasonable to do so. Customer also agrees to furnish Omnigo certificates of insurance evidencing same at Omnigo's request. In addition to the insurance coverages listed in this Section 19, Customer shall also carry any other coverages which are consistent with commercially reasonable practices.

20. General Provisions. The following general provisions apply to this Agreement:

(a) **Integration.** This Agreement, together with any other documents incorporated herein by reference and all Addenda, constitutes the sole and entire agreement of the parties. It is the complete and exclusive expression of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the Addenda, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Addenda; (ii) second, the Addenda to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference, including any exhibits, schedules, attachments, and appendices to this Agreement.

(b) **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be given to the parties at their address above, or at such other addresses as each shall notify the other in writing. All notices, requests, demands, and other communications under this Agreement shall be in writing, shall be served by hand delivery, overnight courier, or email, and shall be deemed given upon the date of receipt. Notices relating to Software maintenance, Software issues, and Software service suspension may be published or posted by Omnigo over its service.

(c) **Force Majeure.** In no event shall Omnigo be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Omnigo's reasonable control, including, but not limited to, acts of God, epidemic, pandemic, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, data security incidents (including ransomware or other malware), labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo. Omnigo shall use reasonable efforts to mitigate the extent of the aforementioned excusable delay or failure and their adverse consequences.

(d) **Assignment, Transfer, & Sublicensing.** Customer may not sell, assign, transfer, give, or sub-license in any manner, by operation of law or otherwise, any licenses granted hereunder or all or a portion of the Software, the benefits of, or obligations under, this Agreement without the prior written consent of Omnigo. Omnigo may assign this Agreement, in whole or in part, at its discretion. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder.

(e) **Binding Effect.** This Agreement shall be binding upon the parties, their heirs, legal representatives, affiliates, and permitted successors and assigns.

(f) **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the law of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other

jurisdiction except if the State of Florida adopts the Uniform Computer Information Transactions Act drafted by the National Conference of Commissioners of Uniform State Laws as revised or amended as of June 30, 2002 ("UCITA") which is specifically excluded. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

(g) Venue. The parties agree that any legal suit, action, or proceeding arising out of or related to this Agreement shall be brought exclusively in a state or federal court serving Broward County, Florida, and the parties irrevocably submit to the exclusive jurisdiction of such court in any such suit, action, or proceeding.

(h) Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 9 or, in the case of Customer, Section 4, would cause the other party irreparable harm for which monetary damages alone would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(i) Amendments. No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing and signed by each of the parties.

(j) Non-Waiver. No failure or delay in exercising any right under this Agreement by either party will operate as a waiver of that any right, nor shall any partial exercise of any right preclude further exercise of the right.

(k) Severability. If any term or provision of this Agreement is adjudged by a court of competent jurisdiction to be invalid, illegal, or unenforceable under the laws of any state or the United States, the unaffected portions of this Agreement shall be unimpaired and remain in full force and effect. In the event of such a ruling, the parties shall negotiate in good faith a substitute for the provision declared invalid, illegal, or unenforceable.

(l) Export Regulation. The Software and/or Solutions may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Software or Solutions to, or make the Software or Solutions accessible from, any jurisdiction or country to which export, reexport, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Solutions available outside the US.

(m) US Government Rights. Each of the Software and the associated documentation is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Software and documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

(n) Execution in Counterparts. This Agreement may be signed in counterparts, each of which is deemed an original, and all of which together are deemed a single instrument when signed by both parties.

(o) No Agency. This Agreement does not create any agency relationship between the parties.

(p) Attorney Fees. The prevailing party in any litigation concerning this Agreement will be entitled to reasonable attorney's fees and court costs, in addition to any other relief to which that party may be entitled.

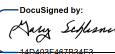
(q) Publicity. Nothing contained in this Agreement shall be interpreted so as to prevent Omnigo from publicizing its business relationship with Customer or the nature of the Software or Solutions sold to or performed for Customer.

(r) No Third Party Beneficiaries. This Agreement does not and is not intended to confer any enforceable rights or remedies upon any person or parties other than the parties hereto.

(s) Construction. The paragraph headings in this Agreement are for convenience only, do not constitute a part of this Agreement, and shall not affect its interpretation. The terms of this Agreement are to be construed as singular, plural, masculine, feminine, or neuter, as context requires.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS THE AGREEMENT AND ADDENDA, AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS.

Agreed and Accepted by:

Customer		Omnigo Software, LLC	
Signature:		Signature:	 14EM02F467B94E9
Name:		Name:	Gary Schlisner
Title:		Title:	Chief Financial Officer
Date:		Date:	May 7, 2024 12:47:30 PM CDT

Addendum A

SUPPORT SERVICES ADDENDUM

This Support Services Addendum (this “**Addendum A**”) is an addendum to the Master Software License and Service Agreement (the “**Agreement**”) between Omnigo and Customer (as defined in the Agreement). Capitalized terms used in this Addendum A and not otherwise defined below shall have the meanings given to such terms in the Agreement. In the event of a conflict between the terms of this Addendum A and the Agreement, the terms of this Addendum A shall control.

Customer and Omnigo hereby agree to the following:

1. Support Services. Omnigo shall provide Customer with support as set forth in this Support Services Addendum at the fees, if any, as listed in the applicable Order Form. Customer’s failure to install a Maintenance Release promptly after receipt from Omnigo may result in termination of the Support Services Addendum and all Support by Omnigo, without any obligation or liability to Customer or any other person by reason of such termination.

2. Definitions.

(a) “**Maintenance**” means scheduled unavailability of the Services, as announced by Omnigo prior to the Services becoming unavailable.

(b) “**Production**” environment refers to the live environment where Users interact and log live data.

(c) “**QA/Testing**” environment refers to a pre-production environment used to test new releases, configuration changes, or customizations either through human or automated testing, prior to implementation in the Production environment.

(d) “**Services**” means the platform or application(s) running on Omnigo systems.

(e) “**Training**” environment refers to an environment that mirrors or closely mirrors the Production environment that is typically used to training new users on software usage, configuration changes, and other topics.

3. Technical Support. Omnigo will provide Customer with Support Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time, excluding Omnigo’s observed holidays. Emergency support is available to Customer outside the designated Support times by telephone only. If Omnigo, in its sole discretion, determines that emergency Support is related to an issue not caused by Omnigo, Customer shall pay for any such emergency Support at then-current rate. Emergency Support is billed in fifteen (15) minute increments, with a minimum charge of one hundred dollars (\$100.00) in the calendar month in which emergency Support is provided.

4. Submission of Support Cases. Support cases can be submitted to Omnigo Technical Support by the following channels:

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Telephone (Best for critical or time sensitive issues)

Phone: 866-421-2374

Community Portal (recommended for all non-critical issues) Link:

<https://omnigo.force.com>

Email (best for low priority issues and requests for information)

Email address: support@omnigo.com

5. Service Commitment: Response Times.

Priority Level	Definition	Response Time	Follow up	Submission Channel
1 - High	Complete loss of productivity or no access to the Software in Production environment	30 minutes	Every 2 hours	Telephone
2 - Medium	Significant impact that affects productivity in Production environment	4 hours	Every 8 hours	Telephone
3 - Normal	No immediate work stoppage; productivity is significantly reduced; time sensitive issue that may affect future productivity in Production environment	1 business day	Every 3 business days	Telephone, Web, Email
4 - Low	Service requests, requests for information, training, or issues pertaining to non-production environments	3 business days	Every 3 business days	Telephone, Web, Email

Omnigo will classify all tickets as Severity 3 (normal) by default and adjust accordingly based on the details provided by Customer about the issue. Ticket classifications are determined by Omnigo based upon the availability and usability of Omnigo services to ensure optimal resolution time for all customers. Issues with QA/Testing or Training environments rarely have an impact on Production environments. As such, issues with non-Production environments generally will not be classified as High or Medium Priority Levels.

6. Exclusions and Limitations. The Service Commitments outlined in Section 5 do not apply to any unavailability, suspension, or termination of service, or any other performance issue resulting from:

- (a) Factors outside of Omnigo's reasonable control, including force majeure events, Internet access issues or failures, or problems beyond the demarcation point of the Omnigo network;
- (b) Any actions or inactions of Customer, its Users, or any third party;
- (c) Failure of hardware, software, or other technology belonging to Customer, its Users, or any third party (other than third-party hardware within Omnigo's direct control);
- (d) Scheduled Maintenance;
- (e) Changes or alterations to the Software not specifically authorized or performed by Omnigo; or
- (f) Any version of the Software other than the current version of the Software or the immediately prior release of the Software.

Support does not extend to customized software, configuration of hardware, non-Omnigo software, networking services, consulting services, and general computer system maintenance.

7. Escalation. Omnigo aims to provide the best customer experience possible. If Customer feels Omnigo Technical Support is not meeting these standards, Customer may escalate concerns to management by emailing supportmanagement@omnigo.com or by calling 866-421-2374 and requesting to speak with the supervisor on duty.

8. Changes to Support. Omnigo may make changes to its Support from time to time. As Customer's sole remedy in the event of a material change, Customer shall have the right to terminate this Addendum A and receive a pro-rata refund of any fees paid by Customer for such Support services for the terminated portion of the Term.

9. Changes to this Addendum A. Omnigo may make changes to this Addendum A from time to time but will not reduce the level of Support for which Customer has paid. In the event of any material change to this Addendum A, Omnigo will notify Customer by either sending an email to the email address(es) provided by Customer pursuant to this Addendum A or posting a notice in Customer's administrator account.

10. Additional Services.

- (a) Training. Training may be purchased at Omnigo's then-current professional service rates. For onsite training, Customer shall pay Omnigo a per diem rate for trainer's meals and incidentals, including travel days. All other travel expenses, such as airline tickets, car rentals, and hotels, will be invoiced to Customer at the actual incurred expense, all of which shall, at Omnigo's election, be payable by Customer in advance.

(b) Customization. The following items are considered customization of the Solutions and the Software and must be contracted separately, if desired by Customer: (i) custom data imports; (ii) custom data extracts; (iii) custom reporting; and (iv) custom functionality. Omnigo is not responsible for providing additional professional services, including additional implementation services or software customizations, except where Omnigo has agreed in writing to provide such services in a separate written agreement between the parties. Any customizations requested by Customer will be agreed upon through statements of work signed by the parties and will be governed by the Agreement and Omnigo's Custom Developed Services Addendum. Support and availability for professional services and customizations differ from the Support described in this Support Services Addendum. If Customer performs any customization to the Services or the Software, or to applications that intend to interact with the Services or Software, without engaging Omnigo to perform the work, Omnigo will not guarantee that Customer's modifications will function properly or remain secure, including when Maintenance Releases are applied, nor will Omnigo guarantee that optimal application performance will be met and maintained.

(c) Post-Termination Maintenance. Subject to the terms and conditions of this Addendum A, Customer may purchase ongoing storage of Customer Data by Omnigo by executing the applicable Order Form and paying an annual fee at the then-current rate (the "**Annual Maintenance Fee**"). In consideration of Customer's payment of the applicable Annual Maintenance Fees, if Customer wishes to reactivate the Services and the Software, Customer may do so by paying a reactivation fee at the then-current rate, in addition to the Annual Fee then due for the Software. Omnigo reserves the right to refuse to provide ongoing storage of Customer Data, and to destroy any and all Customer Data then-stored, in the event Customer fails to pay the applicable Annual Maintenance Fee at any time. Omnigo further reserves the right to refuse reinstatement of reactivation if the period of time elapsed after expiration or termination of the Agreement exceeds twenty-four (24) months.

Addendum B

SOFTWARE AS A SERVICE ADDENDUM

This Managed Services Addendum (this “**Addendum B**”) is an addendum to the Master Software License and Service Agreement (the “**Agreement**”) between Omnigo and Customer (as defined in the Agreement). Capitalized terms used in this Addendum B and not otherwise defined below shall have the meanings given to such terms in the Agreement. In the event of a conflict between the terms of this Addendum B and the Agreement, the terms of this Addendum B shall control.

Customer and Omnigo hereby agree to the following:

1. Definitions.

(a) “**Services**” means the online platform or application(s) running the Software licensed to Customer under the Agreement and made accessible to Customer by Omnigo via the internet.

(b) “**Maintenance**” means scheduled unavailability of the Services, as announced by Omnigo prior to the Services becoming unavailable and excludes Software updates.

2. Omnigo Onboarding Services. Omnigo will provide Customer with onboarding services as specified in the Order Form. These onboarding services are to assist Customer with configuration and training of the Software. Additional support may be purchased at Omnigo’s then-current professional services rate.

3. Service Commitment: Availability. Omnigo will use commercially reasonable efforts to provide Users with the ability to access the Services and run the Software (“**Availability**”) during 99.95% of each calendar month (“**Availability Percentage**”) in accordance with the following:

(a) Calculation. The Availability Percentage shall be calculated as the product of 100 times a fraction, the numerator of which is the number of hours that Services are provided by Omnigo in a particular month, and the denominator of which is the total number of hours during the month, less the hours during which Service is interrupted for any of the following reasons: (i) scheduled Maintenance and service interruptions; (ii) reasons of force majeure, including any unforeseen event beyond the control of Omnigo that prevents Omnigo from performing its obligations under the Agreement; (iii) the inability of Customer to use its personal computers or the slowdown or unavailability of Customer’s local area networks or internet connections; (iv) Customer’s use of unapproved or modified hardware or software; (v) misuse of the Software by Customer or any User; or (vi) Customer’s failure to protect its environment, systems, or personal computers against any intrusions, viruses, or malware.

(b) Maintenance and Service Interruptions. Omnigo reserves the right to discontinue Service with prior advance notice. Maintenance is classified as “**Major**” (greater than one hour), “**Minor**” (less than one hour of disruption), or “**Emergency**” (to

prevent complete loss of Service). Notifications for: Minor Maintenance events are sent a minimum of 24 hours in advance; Major Maintenance events are sent a minimum of 72 hours in advance; and Critical Maintenance events are sent 30 minutes in advance. Omnigo will not be responsible for any damages or costs incurred by Customer or any of its Users for Maintenance or when Customer has been notified by Omnigo of Service interruptions.

4. Customer Invoice Reduction. During each calendar month in which Omnigo fails to achieve the Availability Percentage, the fees due to Omnigo by Customer will be reduced by 1% for each 1% loss in Availability, up to a maximum of a 5% reduction in fees applied to Customer's next invoice and not redeemable in cash. This is Customer's sole and exclusive remedy for Service interruption.

5. Cloud Hosting Environment. The Services will be provided from one or more colocations within the United States. The hosting services provided at these colocations include the use and access to a highly maintained environment that is available and accessible twenty-four (24) hours per day, seven (7) days per week except during Maintenance and at other times upon notice to Customer. Omnigo will make available and maintain the servers, routers, and other hardware required to operate the Services and the Software for Customer's nonexclusive use, in accordance with the terms of the Agreement, while providing the Services under the terms of this Addendum B. Omnigo retains the right to select service providers of any hardware made available for Customer's use and reserves the right to change the hardware or service providers at any time. Omnigo will provide facilities management services, including communications network support, power, HVAC, asset control, compliance with applicable local, state, provincial, and federal laws, physical security, and emergency power either directly or through the use of service providers. Omnigo shall have the right to immediately deny access, without prior notice, to any workstation found to be inadequately protected or currently infected with any software virus, worm, spyware or similar malware.

6. Backup and Data Recovery. If for any reason Customer Data becomes corrupt, Omnigo will attempt to restore the data from the most recent backup. To the extent the corruption was not caused by Omnigo applications, systems, or personnel, Customer agrees to pay Omnigo based on Omnigo's then-current time and materials rates for restoration services, in addition to any other fees provided for in this Addendum B. Omnigo will endeavor to meet a recovery time objective ("**RTO**") of twenty-four (24) hours and a recovery point objective ("**RPO**") of fifteen (15) minutes. Customer agrees to verify the accuracy of the restoration within seventy-two (72) hours of notification, and in any case before using the data. Customer also agrees to repeat the entry of any changes lost between the backup and restoration times. Omnigo has implemented reasonable procedures for the orderly transfer and support of the Services and Software to an alternate operations center located in the United States in the event of disaster that in Omnigo's reasonable belief would cause a substantial disruption in the Services or the Software's continued availability for more than seventy-two (72) hours.

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7. Temporary Suspension of Services. Omnigo may suspend Customer's right to access or use the Services upon notice to Customer if Omnigo determines: (a) Customer's use of the Services (i) poses a security risk to the Services or any third party, (ii) may adversely impact the Services or the compute resources upon which the Services are hosted or content of any other customer, (iii) may subject Omnigo, or any third party to liability, or (iv) may be fraudulent; or (b) Customer is in breach of the Agreement or this Addendum. If Omnigo suspends Customer's right to access or use the Services or any portion thereof, Customer shall remain responsible for all fees and charges incurred through the date of suspension. Omnigo's right to suspend Customer's right to access or use the Services is in addition to its termination rights set forth in the Agreement. Notwithstanding the foregoing, Omnigo shall use commercially reasonable efforts to: (a) work with Customer to resolve or mitigate the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, provide notice to Customer describing the nature of the damage or degradation; and (c) reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice.

8. Changes to the Services. Omnigo may make changes to the functionality, user interface, usability of the Services and related documentation from time to time. In the event of any material change to the functionality, user interface, or usability of the Services, Customer's sole remedy shall be limited to termination of this Addendum B and receipt of a pro-rata refund of fees paid by Customer for the Services for the terminated portion of the Term.

9. Changes to this Addendum B. Omnigo may make changes to this Addendum B from time to time but will not reduce the level of Service for which Customer has paid. In the event of any material change to this Addendum B, Omnigo will notify Customer by either sending an email to the email address(es) provided by Customer pursuant to this Addendum B or posting a notice in Customer's administrator's account.

Addendum C

HARDWARE ADDENDUM

This Hardware Addendum (this “**Addendum C**”) is an addendum to the Master Software License and Service Agreement (the “**Agreement**”) between Omnigo and Customer (as defined in the Agreement). Capitalized terms used in this Addendum C and not otherwise defined below shall have the meanings given to such terms in the Agreement. In the event of a conflict between the terms of this Addendum C and the Agreement, the terms of this Addendum C shall control.

Customer and Omnigo hereby agree to the following:

1. Omnigo-Supplied Hardware

(a) As used herein, “Hardware” refers to all physical hardware, including, but not limited to, kiosks, cameras, printers, pens, and barcode readers that are supplied by Omnigo to Customer for use as part of the Agreement and shall at all times remain the property of Omnigo.

(b) Customer agrees to maintain Hardware in good working condition, allowing for reasonable wear. Customer is solely responsible in the case of theft, damage, or accident while Hardware is in use on any Customer property or in Customer possession. Hardware is intended for indoor use only. Omnigo reserves the right to replace Hardware with equal or greater capabilities at its discretion throughout the Term.

(c) Customer agrees to position and utilize Hardware in a manner that protects the health and safety of patrons, employees, and others coming into contact with it. Customer assumes all liability in the case of injury or death resulting in direct or indirect contact with Hardware.

(d) Customer shall obtain appropriate property insurance coverage for Hardware while it remains in Customer’s possession.

(e) Hardware contains no user serviceable components. Tampering or disassembly by Customer is prohibited. In particular, without limiting the foregoing, Customer agrees to refrain from reverse engineering any Hardware or decompiling the integrated software. All Hardware problems shall be reported promptly to Omnigo to facilitate repair or replacement at Omnigo’s expense during the Term.

(f) Hardware shall be subject to the applicable warranty offered by the manufacturer. During the manufacturer’s warranty period, Omnigo shall be responsible for labor, materials, and other costs associated with required warranty repair of such Hardware. In case of malfunction or operation interruption by a warranted Hardware component occurring during the applicable warranty period, Customer will return the defective Hardware to Omnigo for repair or replacement, and Omnigo will be responsible for the shipping cost.

2. Customer-Purchased Hardware. All hardware purchased by Customer from Omnigo for use as part of the Agreement (“Customer-purchased Hardware”) shall be the property of Customer. Customer-purchased Hardware is covered by the applicable manufacturer’s warranty and is not warranted by Omnigo. Customer is solely responsible for the operation, use, maintenance, and management of, and any obligations and liabilities associated with, Customerpurchased hardware.

Shipment and Risk of Loss. All shipments of Hardware or Customer-purchased Hardware to Customer will be FOB point of shipment. Except as related to Hardware, insurance coverage, freight charges, transportation costs, and all other expense applicable to shipment to Customer’s identified point of delivery will be the responsibility of Customer. Risk of loss will pass to Customer upon delivery of the Hardware or Customer-purchased Hardware to the common carrier (regardless of who pays such common carrier) or Customer’s representative and the point of shipment.

3. Warranty Disclaimer. EXCEPT AS OTHERWISE PROVIDED IN THIS ADDENDUM C, OMNIGO MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE HARDWARE OR CUSTOMERPURCHASED HARDWARE. OMNIGO DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE HARDWARE AND CUSTOMER-PURCHASED HARDWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

4. Limitation of Liability. OMNIGO WILL NOT, IN ANY EVENT, BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING HEREUNDER (INCLUDING LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OR INABILITY TO USE THE HARDWARE OR CUSTOMER-PURCHASED HARDWARE, OR IN ANY CONNECTED TO THIS ADDENDUM OR THE AGREEMENT, EVEN IF OMNIGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.

Master Software License and Service Agreement Addendum D
Custom Developed Services Addendum
Page 1 of 1

Addendum D

CUSTOM DEVELOPED SERVICES ADDENDUM

This Custom Developed Services Addendum (this “**Addendum D**”) is an addendum to the Master Software License and Service Agreement (the “**Agreement**”) between Omnigo and Customer (as defined in the Agreement). Capitalized terms used in this Addendum D and not otherwise defined below shall have the meanings given to such terms in the Agreement. In the event of a conflict between the terms of this Addendum D and the Agreement, the terms of this Addendum D shall control.

Customer and Omnigo hereby agree to the following:

Master Software License and Service Agreement Addendum E
Omnigo Software SaaS Licensing for Sworn Agencies Addendum
Page 1 of 1

Addendum E

Omnigo Software SaaS Licensing Addendum

In addition to the terms and conditions outlined in the **Omnigo Software, LLC** (the Service Provider) – **Town of Pembroke Park** (The Subscriber) SaaS Agreement, the undersigned acknowledge and accept the items contained in this document.

1. In entering into this agreement, the Subscriber is contracting the Service Provider to host and manage its RMS, Dispatch system, and/or Evidence Management system.
2. The Service Provider maintains a hosting environment within **Microsoft's Azure Government Cloud; this environment has been licensed through an Enterprise Level Enrollment Agreement (ELEA) with enrollment number: 70756386 and/or AWS GovCloud.**
3. The Subscriber's system will be hosted in the Service Provider's **Microsoft Azure Government Cloud environment and/or AWS GovCloud** described in 2.
4. All employees of the Service Provider with the potential to interact with the Subscriber's environment or data have received CJIS Level 4 Security and Awareness training.
5. All data within the Service Provider's hosting environment physically resides within **Virginia and Texas if hosted in Microsoft Azure Government and/or Virginia or California if hosted in AWS GovCloud (Virginia and California secure datacenters.**
6. The Service Provider's Software Suite is CJIS Security Policy and FIPS140-2 compliant. A list of relevant certificates will be provided to the **Town of Pembroke Park**, and a full overview of security information pertaining to Omnigo Software Support can be found in the Omnigo Software CJIS Security Plan.

SERVICE PROVIDER	SUBSCRIBER
Omnigo Software, LLC	Town of Pembroke Park
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Addendum to Terms and Conditions

The following shall be included as part of the Master Software License And Service Agreement (the "MSA") submitted between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023 ("Town") and **Omnigo**, a Missouri limited liability company, with offices at 10430 Baur Boulevard, St. Louis, Missouri 63132. In the event of any conflict between the language in the MSA and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

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

2. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

3. **Sovereign Immunity**

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

4. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither OMNIGO nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. OMNIGO will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. OMNIGO further agrees that OMNIGO will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that OMNIGO is an independent contractor under this Agreement and not the Town's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. OMNIGO shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of OMNIGO. OMNIGO agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the

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OMNIGO Products and Services; however, the OMNIGO Products and Services are provided “AS IS” and as available. This Agreement shall not be construed as creating any joint employment relationship between OMNIGO and the Town and the Town will not be liable for any obligation incurred by OMNIGO, including but not limited to unpaid minimum wages and/or overtime premiums.

6. **Binding Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by OMNIGO without the prior written consent of Town. For purposes of this Agreement, any change of ownership of OMNIGO shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. **Public Records**

8.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. OMNIGO shall comply with Florida’s Public Records Law. Specifically, OMNIGO shall:

8.1.1 Keep and maintain public records required by the Town to perform the service;

8.1.2 Upon request from the Town’s custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

8.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, OMNIGO shall destroy all copies of such confidential and exempt records remaining in its possession after OMNIGO transfers the records in its possession to the Town, unless otherwise required by law; and

8.1.4 Upon completion of the Agreement, OMNIGO shall transfer to the Town, at no cost to the Town, all public records in OMNIGO’s possession. All records stored electronically by OMNIGO must be provided to the Town, upon request from the Town’s custodian of public records, in a format that is compatible with the information technology systems of the Town.

8.2 The failure of OMNIGO to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing OMNIGO with at least thirty (30) days prior, provided, however, that OMNIGO will be given the opportunity to cure the breach within said period of time.

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**IF OMNIGO HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO OMNIGO'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppfl.gov**

9. Notice

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section or by email. For the present, OMNIGO and Town designate the following as the respective places for giving of notice:

TOWN:	Aleem Ghany, Acting Town Manager Town of Pembroke Park 3150 SW 52 nd Avenue Pembroke Park, Florida 33023 Telephone No. (954) 966-4600 Email: aghany@tppfl.gov
Copy To:	Jacob G. Horowitz, Town Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Email: jhorowitz@gorencherof.com
OMNIGO:	Omnigo 10430 Baur Boulevard St. Louis, Missouri 63132 Telephone No. 855-421-2374 Email: _____

10. Attorneys' Fees

In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs.

11. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12. **Scrutinized Companies**

OMNIGO, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a MSA for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

12.1 Any amount if, at the time bidding on, submitting a MSA for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

12.2 One million dollars or more if, at the time of bidding on, submitting a MSA for, or entering into or renewing such contract, the company:

12.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

12.2.2 Is engaged in business operations in Syria.

13. **E-Verify**

OMNIGO 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.

13.1 Definitions for this Section:

13.1.1 “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, OMNIGO or consultant.

13.1.2 “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.

13.1.3 “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.

13.2 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:

13.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

13.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. 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 of Pembroke Park; and

13.2.3 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.

SIGNATURE PAGE TO FOLLOW

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

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

MARLEN MARTEL,
TOWN CLERK

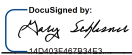
APPROVED AS TO FORM.

JACOB G. HOROWITZ
TOWN ATTORNEY

BY: _____

ALEEM GHANY
ACTING TOWN MANAGER

OMNIGO:

Signed By:  _____
Print Name: Gary Schlisner
Title: Chief Financial Officer

RESOLUTION NO. 2024-006

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING SIGN VARIANCE APPLICATION NO. 24-SV-01 AND GRANTING THREE (3) SIGN VARIANCES FOR THE PROPERTY LOCATED AT 1730 S.W. 30th AVENUE, PEMBROKE PARK, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Jennifer Ronneburger, agent for the owner 1730 PR, LLC, the “Applicant,” of the property located at 1730 S.W. 30th Avenue, Pembroke Park, Florida has applied for a sign variance pursuant to Chapter 21, Division 4 of the Town of Pembroke Park (“Town”) code, the application is attached hereto and incorporated herein as **Exhibit “A.”**; and

WHEREAS, the Applicant is requesting the following three (3) sign variances:

1. A variance from §21-20(c)(1)(A) to allow for a 72” letter height in lieu of the 18” letter height permitted by the Town code;
2. A variance from §21-20(c)(1)(B) to allow for a 70’ foot long sign in lieu of the 20’ foot length permitted by the Town code;
3. A variance from §21-20(c)(1)(C) to allow for 248 sq. feet of signage in lieu of the 150 sq. feet of signage by the Town code; and

WHEREAS, §21-72 of the Town code provides that a variance may be granted whenever the enforcement of the applicable Town code results in an undue hardship upon a party and does not endanger the health, safety, and welfare of the resident of the Town; and

WHEREAS, §21-73 of the Town code provides that the application for a variance shall contain all the information required in a sign permit, the variance requested, and the reasons why the variance is desired and the details of the resulting hardship; and

WHEREAS, the Town Commission considered the application, through a presentation of the Town's professional consultant at its April 24, 2024 commission workshop; and

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

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, finds the Applicant's variance application, attached hereto and incorporated herein as **Exhibit "A,"** is sufficient and that the enforcement of the applicable Town code results in an undue hardship upon the applicant and does not endanger the health, safety, and welfare of the resident of the Town.

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. The Town Commission of the Town of Pembroke Park, Florida, hereby approves and authorizes 1730 PR, LLC's variance application for the property located at 1730 S.W. 30th Avenue, Pembroke Park, Florida, attached hereto and incorporated herein as **Exhibit "A,"** that the enforcement of the applicable Town code results in an undue hardship upon the applicant, and variances do not endanger the health, safety, and welfare of the resident of the Town.

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

Town of Pembroke Park
Resolution No. 2024-006

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 ____ day of _____, 2024.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney

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Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



To: Mayor & Town Commissioners
Town of Pembroke Park

Thru: Aleem Ghany, Interim Town Manager

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

Date: April 3, 2024

Subject: Sign Variance Application
Express Roofing
1730 SW 30th Avenue
Application No. 24-SV-01 – Sign Variance

REQUEST:

The applicant is requesting three (3) variances from the sign code to increase the length, height, and sign area. This application requests a variances from Section 21-20. (c).1.A limiting the letter height, Section 21-20. (c).1. B limiting the length of the sign. Section 21-20. (c).1.C, limiting the size of the sign area.

RECOMMENDED ACTION

The Consultant Town Planner recommends **denial** of the sign variances. The applicant failed to meet the specific criteria established by the Town for the granting of a variance. The applicant has **not** demonstrated that hardship exists. Properties fronting Interstate-95 are not afforded special privileges which justify sign variances. The Town allows billboard signs along Interstate-95 pursuant to Section 21-20(d).

APPLICANT: 1730 PR LLC / Jennifer Ronneburger - GoPermit

SITE DATA

Property Folio ID:	514221280021
Owner/Agent:	1730 PR LLC / Jennifer Ronneburger - GoPermit
Land Use Designation:	Commercial
Adjacent Land Use Designation:	North: Commercial
	East: I-95 / Regional Activity Center (Hallandale Beach)
	South: Commercial
	West: Commercial
Zoning Designation:	MXE
Adjacent Zoning Designation:	North: MXE
	East: I-95 / B-L (Hallandale Beach)
	South: MXE
	West: M-1

PROJECT BACKGROUND

The property is located on the west side of SW 30th Avenue, west of Interstate 95, on the northern edge of the Town municipal line. The immediate surrounding properties have a similar designation of MXE zoning and Commercial land use. The nearest residential zoning is approximately 300' to the southwest outside of the Town jurisdiction. The proposed sign will not be facing towards any residential districts.

The subject site is approximately 1.25 acres in size, the current warehouse building was built in 1965 with the building sitting lower than the highway Interstate-95. Express Roofing Supply is the current tenant of the east side of the building. The tenant states that they have signed a 5-year lease with the property owner. Currently there is no existing signage on any of the building frontage and there are no existing free-standing signs in this location.

The applicant is proposing one illuminated wall sign reading "Express Roofing Supply Complete Quality Service 954-477-7703" with the company logo on the east elevation. The applicant requests multiple sign variances due to lack of visibility. Although the business does not front Pembroke Road, the applicant is requesting the variance so as to be seen from Pembroke Road. The proposed signage is actually closer to Interstate-95 than Pembroke Road.

PROJECT ANALYSIS

The applicant is requesting three (3) variances from the sign code for this parcel to increase the letter height, to increase the length of the sign and increase the square footage of the sign. The applicant is proposing the following:

Code Section	Max Allowed	Proposed	Variance
21-20.(c).1.A for letter height	18" inches	72" inches	+54" inches
21-20.(c).1.B for length of sign	20' feet	70' feet	+50' feet
21-20.(c).1.C for size of sign area	150 square feet	248 square feet	+98 square feet

SPECIFIC VARIANCE CRITERIA SECTION 21-73

For a variance to be approved, the Town Commission must find that the application meets the following criteria:

1. All the information required in an application for a sign permit.
Yes, the applicant submitted all the information required in the application.
2. The variance requested from the provisions of sign code.
Yes, the variances requested are from specific provisions of the sign code.
3. The reason why the variance is desired and the detail of hardship which would result from the denial of same.
The consultant Town Planner believes that the applicant has not demonstrated a hardship for the multiple variances.

STAFF CONDITIONS OF APPROVAL

If approved by the Town Commission, the consultant Town Planner recommends including the following conditions:

1. At time of application for a Building Permit for the sign, the Property Owner shall provide a copy of the Sign Variance Resolution and copies of the final approved plans to the Building Department.
2. Sign variance approval is for the signage matching drawings attached to this application.

ATTACHMENTS

Application

Applicant's Request for Sign Variance Approval

Color Renderings

Survey

Legal Description

Warranty Deed



TOWN OF PEMBROKE PARK PLANNING & ZONING DIVISION

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

MASTER APPLICATION

Consideration of an application type by the Town or issuance of a permit by the Town does not in of itself in any way create a right to obtain a permit from a County, State or Federal Agency. Applicants must comply with all legal requirements and obtain all requisite approvals imposed by County, State and Federal Agencies and the Town bears no legal responsibility for Applicant's failure to do so.

Project Name		Application Type	
Express Roofing		Sign Variance	
Owner		Parcel (ID Number)	
1730 PR LLC		514221280021	
Address		Parcel Size (Acres)	
1730 SW 30 Ave., Pembroke Park, FL 33009		1.25	
Description			
Code Information		Yes	No
Is this an after-the-fact request? (If yes, attach a copy of any related information)		☐	☒
Is this request the result of a Town code violation? (If yes, attach copy of violation notice)		☐	☒
Has this same or similar request been proposed previously on the property?		☐	☒
Agent			
Name: Jennifer Ronneburger			
Company/Firm: GoPermit			
Address: 9061 Woodlark Terrace			
City/State/Zip: Boynton Beach, FL 33472			
Phone: 631-882-4718		Email: yourfriends@gopermit.us	
Signature:		Date: 09/28/2023	
This is to certify that I am the agent of this application for the subject property(s) and the statements contained herein are accurate to the best of my knowledge and I will be present at any required hearings to represent this application.			
Property Owner Certification			
This is to certify that I am the owner of the subject property(s) described in this application. By signing this application, I hereby authorize the above signatory to serve as agent for this project. The agent is authorized by me to agree to any and all binding conditions throughout the review of this application. I hereby agree to be bound by any and all conditions, or amendments required by this application.			
Printed of Name of Property Owner: Shlomo Melloof			
Signature of Property Owner:		Date: 10/9/2023	
State of <u>Florida</u> County of <u>Miami Dade</u>			
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this <u>9</u> day of <u>October</u> , 2023, by <u>Shlomo Melloof</u> (name of person making statement)			
☐ Personally known ☒ Produced Affidavit			
Notary Public Signature:		My Commission Expires: (stamp)	
Comm: HH 247010		Expires: Jun. 3, 2026	
TOWN USE ONLY Notary Public - State of Florida			
Submittal Date:		Project Number:	

Sec. 166.033(6), Florida Statutes: Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

Master App 10-20-22



9061 Woodlark Terrace. Boynton Beach, FL 33436

631.882.4718 ♦ gopermit@gmail.com

February 23, 2024

Mr. Jeffrey Louis
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

Re: Express Roofing Supply
1730 SW 30th Ave
Pembroke Park, FL
Request for Exterior Signage Variance

Dear Mr. Louis,

Please allow this letter to serve as notification to request an exterior sign variance for Express Roofing at the above referenced location. GoPermit's Jennifer Ronneburger (gopermit@gmail.com / 631.882.4718) will serve as applicant on behalf of Express Roofing Supply.

Property Information: This property is located on the west side of SW 52nd Ave, just west of Interstate 95. The Town of Pembroke Park identifies this site under property identification number 514221280021. The property use is 48-04 Warehouse and the zoning is M-1 Industrial. This property houses the warehouse building that is currently being occupied by Express Roofing Supply.

Property History: Earliest tenant information available is that this building was occupied by a Bank Auto Repossession business from 2008 thru 2016. After that, the building was occupied by Fume Vapes prior to the current tenant.

Express Roofing Supply signed a 5 year lease in September of 2023 and currently occupies the south end of the building and has been conducting business since they received their business tax receipt in February of 2024.

Variance from 21-20.(c).1.A for letter height

Variance from 21-20.(c).1.B for length of sign

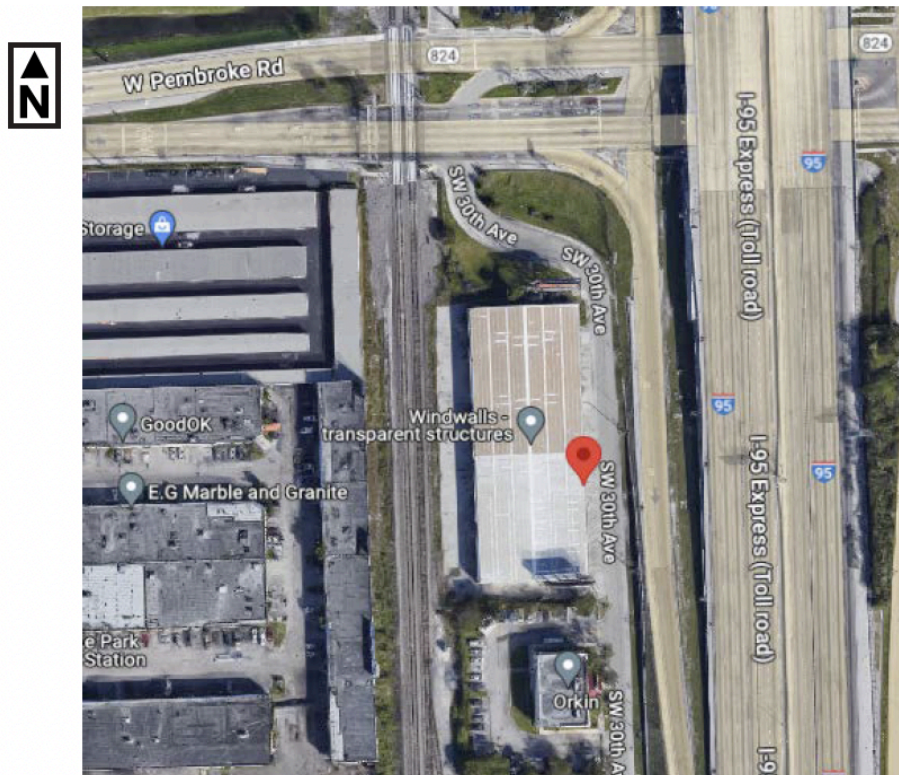
Variance from 21-20.(c).1.C for size of sign

Requesting an increase of 98 square feet

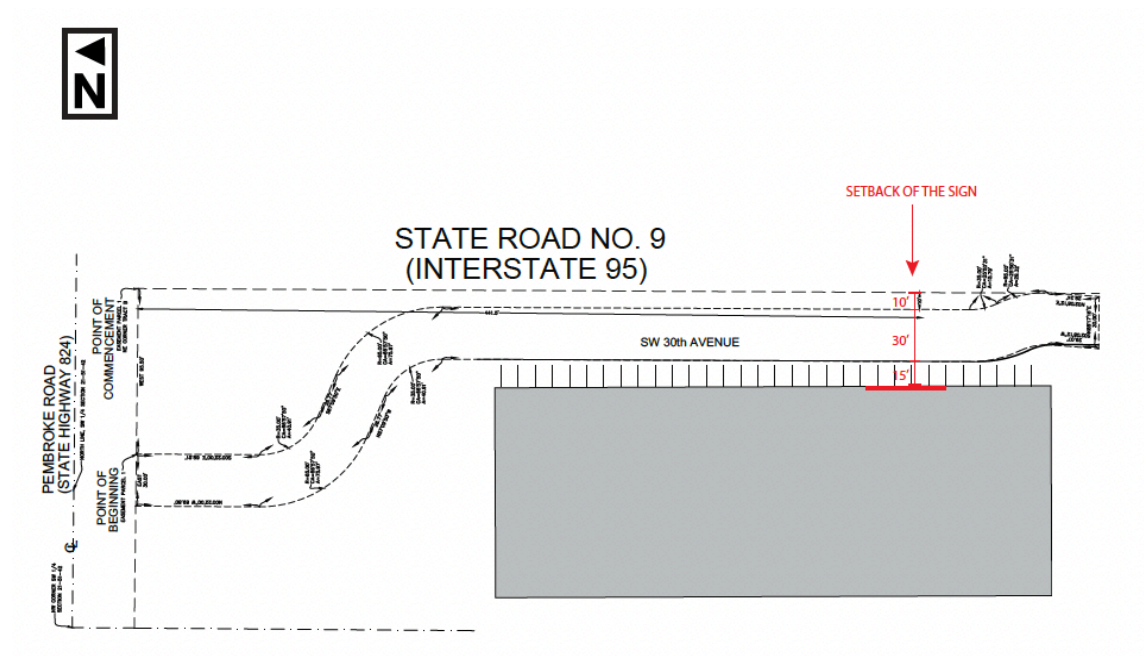
Our proposal consists of one (1) exterior illuminated wall sign reading “Express Roofing Supply Complete Quality Services 954-477-7703” with a logo on the East Elevation measuring 248 square feet. Please see the proposed signage below.



Our location faces Interstate 95 and is sandwiched between the Interstate and the railroad tracks. Express Roofing Supply shares this building with a possible future tenant and occupies half of the building on the south end.

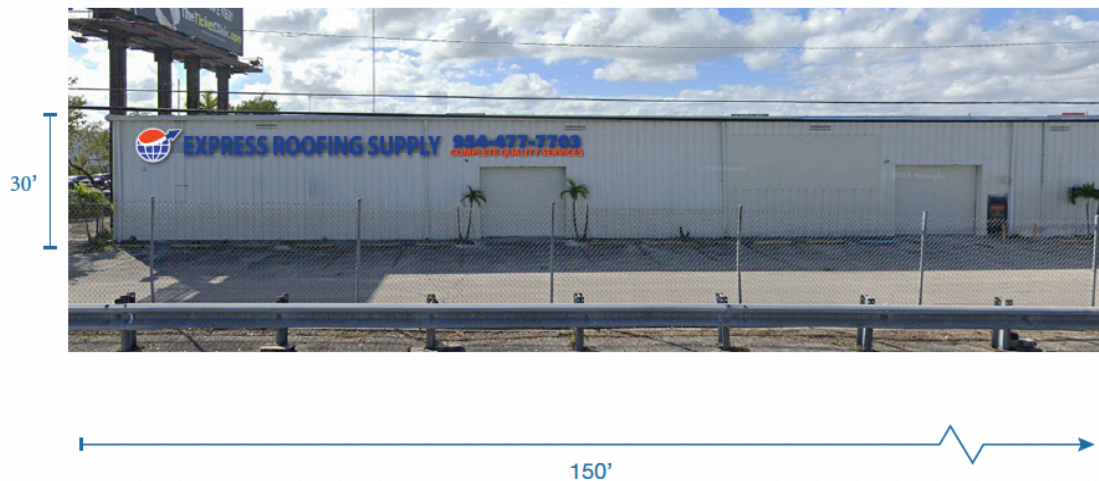


The building facade where the sign is proposed to be located is setback 55' from the Interstate 95 on-ramp and 132' from the Interstate itself. Currently there isn't any exterior signage on the building, in fact, there isn't any identification on the property at all.



Since we occupy the south end of the building, there isn't any visibility from West Pembroke Road which is our other street frontage. The building can only be seen from West Pembroke Park only when west-bound turning left onto the ramp for I-95S. Since this facade is the only viable signage location, it is imperative that we have signage visibility in order for customers to locate our facility. There isn't a freestanding sign on property as there isn't room for one due to the building's location. Another constraint is due to the property elevation, the building also sits lower than the highway causing visibility issues therefore requiring the additional signage size.

In conclusion, granting the variance will not confer any special privileges to the applicant as the building location has challenges noted above. Also, literal interpretation and enforcement of the code would deprive the Applicant of rights as the buildings location does not allow for additional signage that code permits therefore this request is the minimum variance that will make reasonable use of this building. Granting the variance will not be injurious to the area in fact, it would benefit the community to have visible signage in order to locate the business.



We respectfully request approval of the proposed wall signage as requested.

Sincerely,

Jennifer Ronneburger
President, GoPermit

PAGE 1

FRONT LIT CHANNEL LETTERS ON RACEWAY



150'

EAST ELEVATION

TOTAL SQFT: 248'

JOB #:

CUSTOMER:
EXPRESS ROOFING
SUPPLY

ADDRESS:
1790 SW 30th Ave,
Hallandale Beach, FL
33009

MUNICIPALITY:
PEMBROKE PARK

REP SALES:
ARTURO VIZCAINO

DESIGNER: DS

START DATE:
11/13/2023

REVISION DATES:

REV 1:
REV 2:
REV 3:
REV 4:
REV 5:

NON ILLUMINATED ☐
ILLUMINATED ☒
SINGLE SIDED ☒
DOUBLE SIDED ☐
EXTERIOR ☒
INTERIOR ☐



VERIFY LOGOS AND DESCRIPTIONS
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MISTAKES MADE BY THE CLIENT
ONCE ARTWORK IS APPROVED



VINYLS	PAINT
V1	P1
V2	P2
V3	P3

PLEASE REVIEW DISCLAIMER AND CUSTOMER APPROVAL NOTES CAREFULLY, CHECK
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CUSTOMER
SIGNATURE:

DATE:



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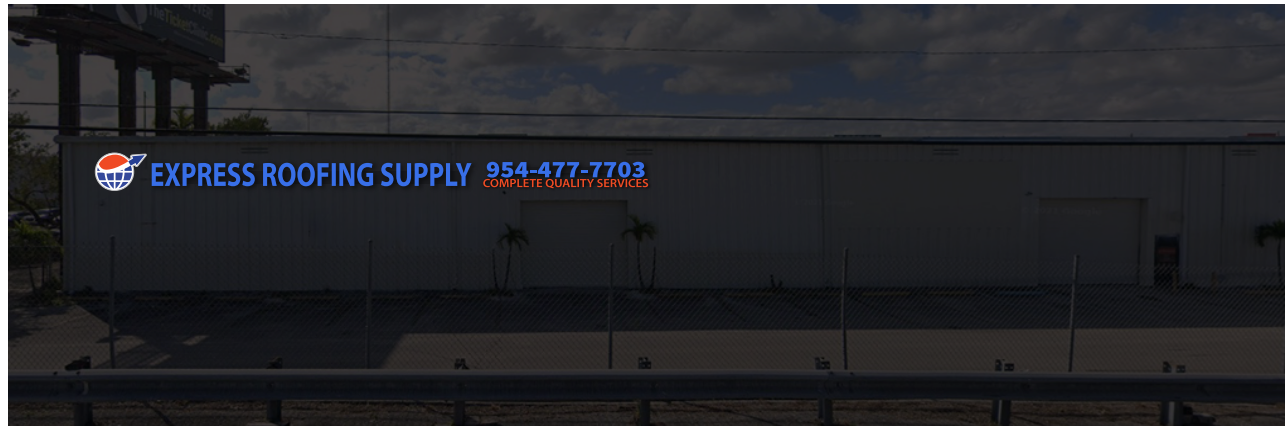
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PAGE 2

FRONT LIT CHANNEL LETTERS ON RACEWAY

48' SQFT

200' SQFT



NIGHT VIEW

TOTAL SQFT: 248'

JOB #:

CUSTOMER:
EXPRESS ROOFING
SUPPLY

ADDRESS:
1790 SW 30th Ave,
Hallandale Beach, FL
33009

MUNICIPALITY:
PEMBROKE PARK

REP SALES:
ARTURO VIZCAINO

DESIGNER: DS

START DATE:
11/13/2023

REVISION DATES:

REV 1:
REV 2:
REV 3:
REV 4:
REV 5:

- NON ILLUMINATED ☐
- ILLUMINATED ☒
- SINGLE SIDED ☒
- DOUBLE SIDED ☐
- EXTERIOR ☒
- INTERIOR ☐



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VINYLS		PAINT	
V1	☐	P1	☐
V2	☐	P2	☐
V3	☐	P3	☐

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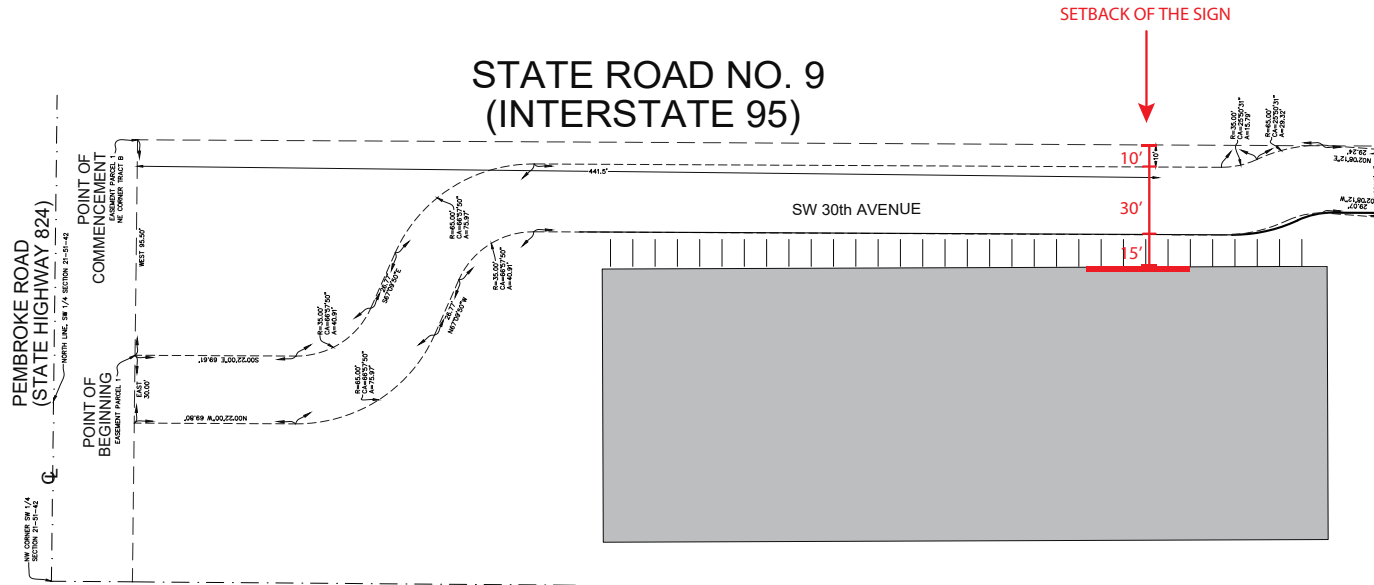
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PAGE 3

FRONT LIT CHANNEL LETTERS ON RACEWAY



TOTAL SQFT: 248'

JOB #:

CUSTOMER:
EXPRESS ROOFING
SUPPLY

ADDRESS:
1790 SW 30th Ave,
Hallandale Beach, FL
33009

MUNICIPALITY:
PEMBROKE PARK

REP SALES:
ARTURO VIZCAINO

DESIGNER: DS

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EXTERIOR ☒
INTERIOR ☐



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VINYLS	PAINT
V1	P1
V2	P2
V3	P3

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DATE:



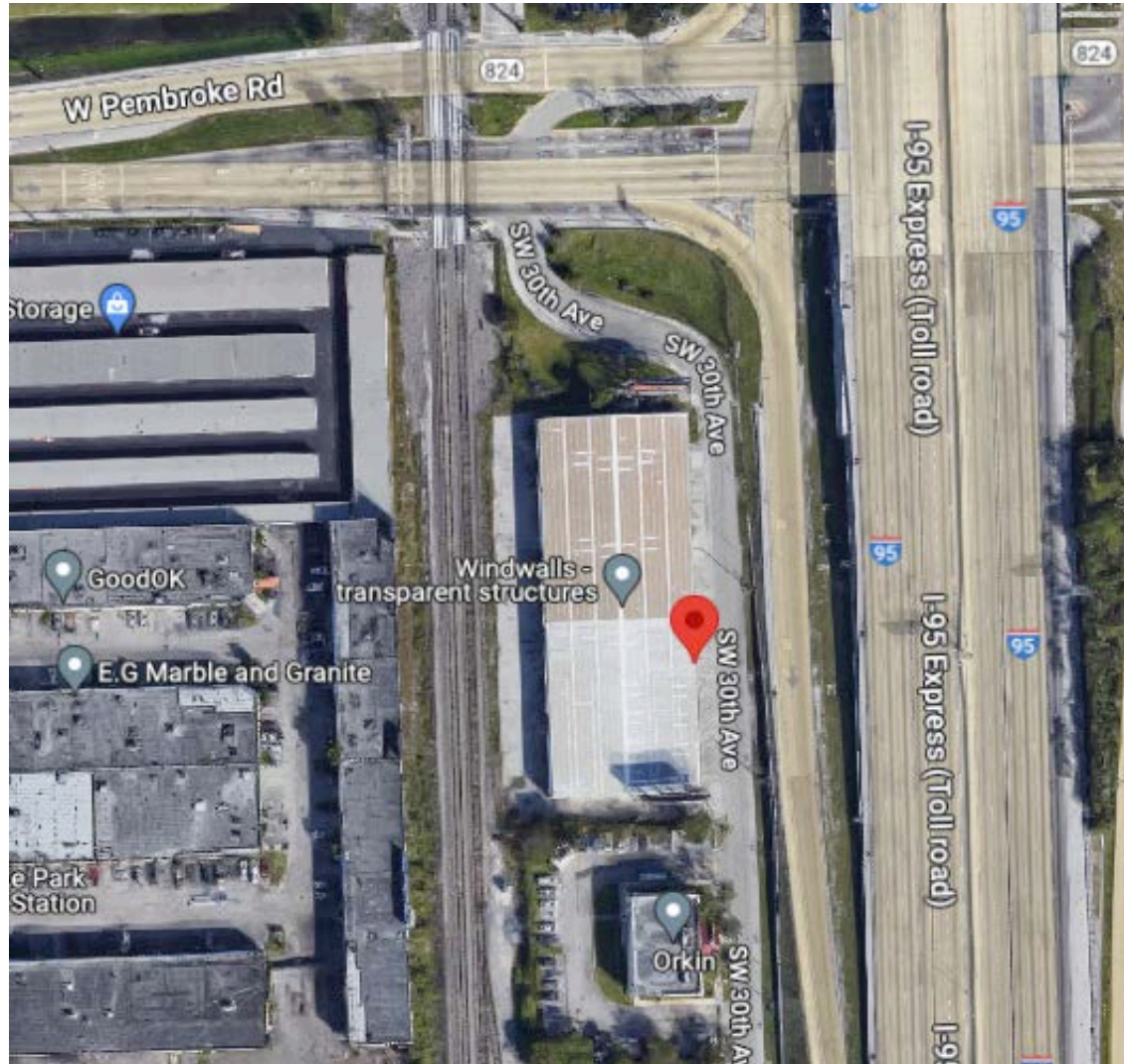
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AERIAL VIEW



JOB #:

CUSTOMER:
EXPRESS ROOFING
SUPPLY

ADDRESS:
1790 SW 30th Ave,
Hallandale Beach, FL
33009

MUNICIPALITY:
PEMBROKE PARK

REP SALES:
ARTURO VIZCAINO

DESIGNER: DS

START DATE:
11/13/2023

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EXTERIOR ☒
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V1	P1
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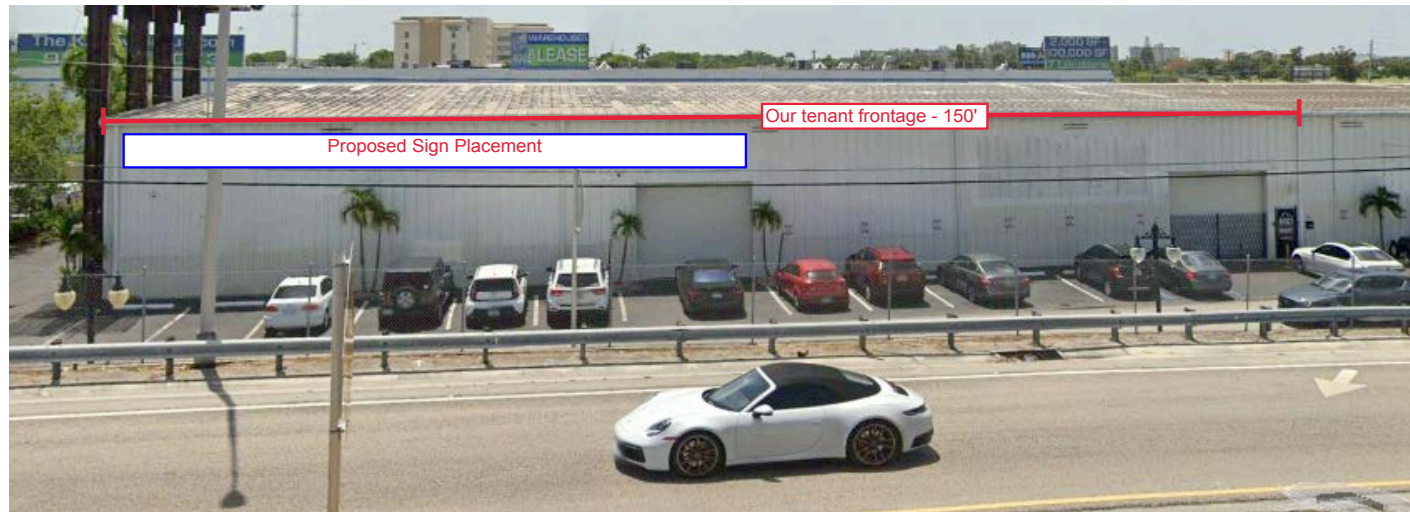
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PAGE 5

SITE PHOTOS - View from I-95



JOB #:

CUSTOMER:
EXPRESS ROOFING
SUPPLY

ADDRESS:
1790 SW 30th Ave,
Hallandale Beach, FL
33009

MUNICIPALITY:
PEMBROKE PARK

REP SALES:
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VINYLS		PAINT	
V1		P1	
V2		P2	
V3		P3	

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DATE:



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PAGE 6

REQUEST

Proposed: 1 wall sign consisting of 1 logo and 1 letter set. Logo is 72" H x 96" W and letter set is 39" H x 740" W for a total of 248 SF and 840" in length.

Allowed: 1 wall sign - letters NTE 18" H, width of sign NTE 20' (240"), size NTE 150 SF.

Requesting:

A variance from 21-20.(c).1.A for letter height - requesting an increase of 54" for the logo, an increase of 21" for "Express Roofing Supply" and an increase of 6" for the phone number

A variance from 21-20.(c).1.B for length of sign - requesting an increase of 50'

A variance from 21-20.(c).1.C for size of sign - requesting an increase of 98 SF

JOB #:

CUSTOMER:
EXPRESS ROOFING
SUPPLY

ADDRESS:
1790 SW 30th Ave,
Hallandale Beach, FL
33009

MUNICIPALITY:
PEMBROKE PARK

REP SALES:
ARTURO VIZCAINO

DESIGNER: DS

START DATE:
11/13/2023

REVISION DATES:

REV 1:
REV 2:
REV 3:
REV 4:
REV 5:

NON ILLUMINATED ☐
ILLUMINATED ☒

SINGLE SIDED ☒
DOUBLE SIDED ☐

EXTERIOR ☒
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VINYLS		PAINT	
V1	☐	P1	☐
V2	☐	P2	☐
V3	☐	P3	☐

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CUSTOMER
SIGNATURE:

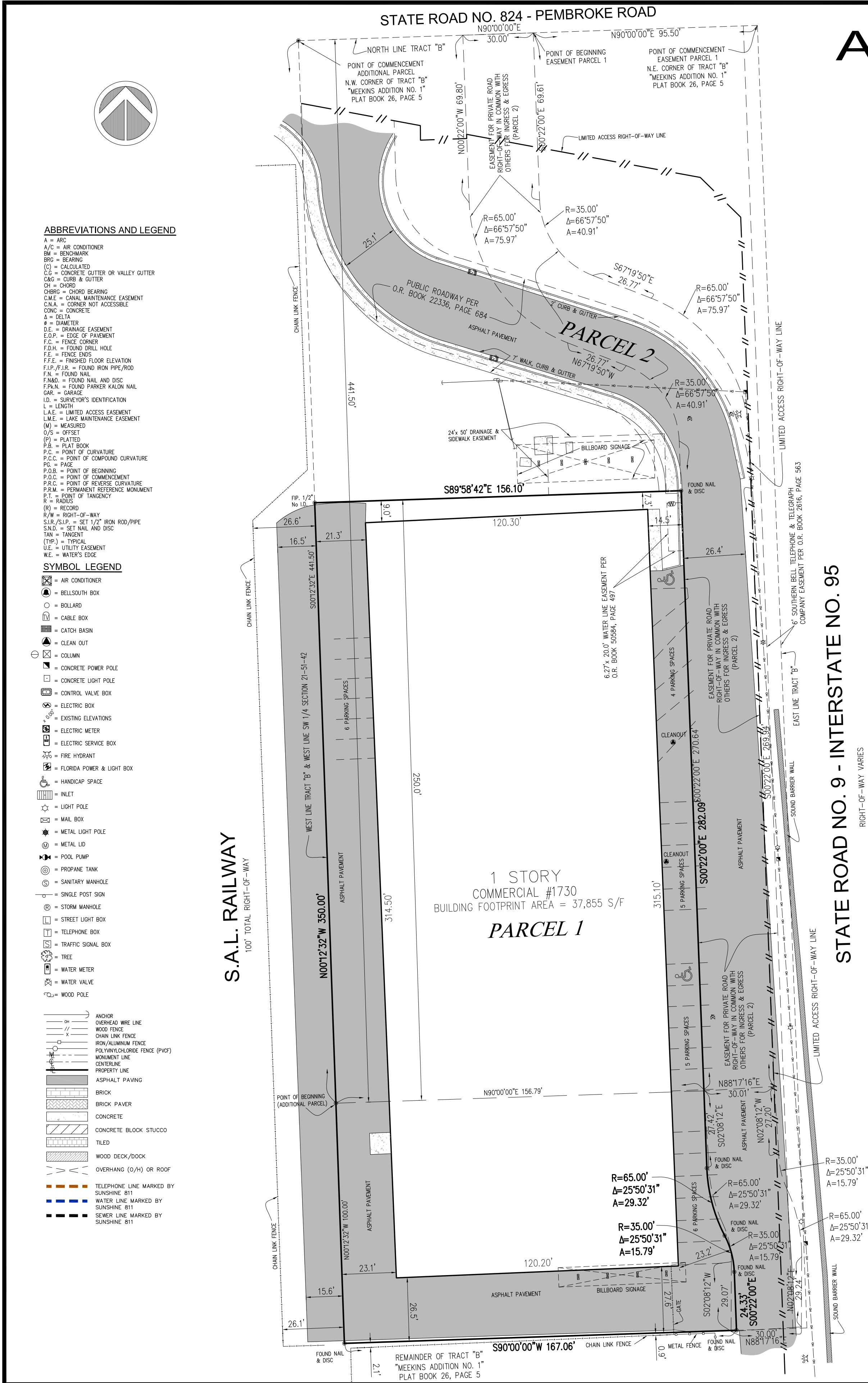
DATE:



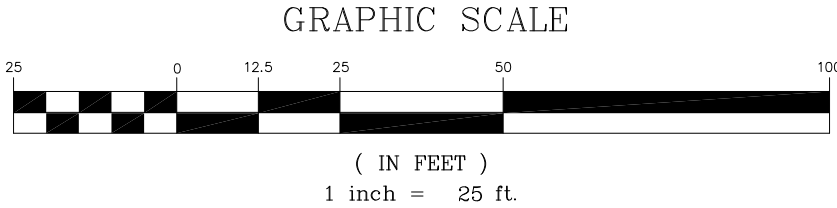
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ALTA/NSPS LAND TITLE SURVEY



SURVEYOR'S NOTES:

- The Legal Description was obtained from FIDELITY NATIONAL TITLE INSURANCE COMPANY, Commitment for Title Insurance.
- This is not a Certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
- An examination of Commitment issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY, Order No.: 9612978, effective date: June 18, 2021 @ 11:00 AM, was made to determine recorded instruments, if any affecting this property. However, there may be additional restrictions not shown on this survey that may be found in the Public Records of this County.
- No attempt was made by this firm to locate underground utilities, foundations and/or footings of buildings, walls or fences, except as shown hereon, if any.
- Underground utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
- Contact the appropriate authority prior to any design work on the herein - described parcel for Building and Zoning information.
- The surveyor does not determine fence and/or wall ownership.
- Accuracy:
 - The Horizontal positional accuracy of well-defined improvement on this survey is $\pm 0.2'$.
 - The Vertical accuracy of elevations of well-defined improvement on this survey is $\pm 0.1'$.
- All measurements shown hereon are made in accordance with the United States Standard Feet.
- Type of survey ALTA/NSPS LAND TITLE SURVEY
- The North arrow and bearings shown hereon based on the West line of Tract "B" of recorded plat of "MEEKINS ADDITION NO. 1", according to the plat thereof, as recorded in Plat Book 26, Page 5 of the public records of Broward County, Florida, having an assumed bearing of $5.00^\circ 12' 32''$ E, and all other bearings are relative thereto.
- Elevations shown hereon are relative to North American Vertical Datum of 1988.
- Benchmark Used: Broward County Benchmark.
- Flood Zone Data: Community/ Panel #120052/073 1/H Dated: 8/18/2014 Flood Zone: "X" Base Flood Elevation = N/A
- Total Available Parking: 26 standard parking spaces & 2 handicap space
- Legal Description shown hereon as per above noted title commitment.
- The Subject Site is contiguous with and has direct physical access to Pembroke Road (State Road 824) thru an Easement for Ingress & Egress along S.W. 30th Avenue, and there are no gaps or gores.
- All visible above ground utilities noted on survey sketch.
- There was no observed evidence of current earth work, building construction or building additions as of the date of the survey.
- There are no proposed changes in street right-of-way lines or observed evidence of recent street or sidewalk construction or repairs.
- There was no observed evidence of the site being used as a solid waste dump, sump or sanitary landfill.
- All utilities (water, sewer, electrical, telephone, cable and gas lines) serving the Subject Sites are being provided along all of the adjacent right-of-way lines.
- Present Zoning: M-1 (Industrial District)
- Building Setbacks: Front / Rear / Side = 10 feet Building Height = 80 feet (maximum) Source: City of Pembroke Park Zoning Code
- Area of Site = 55,236 square feet (1.268+- Acres)
- This SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party.

SURVEYOR'S CERTIFICATE:

THIS SURVEY CERTIFIED TO:

- SHLOMO MELLOUL
- FIDELITY NATIONAL TITLE INSURANCE COMPANY
- FIRST HORIZON BANK, ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTEREST MAY APPEAR
- FROMBERG, FERLOW & KORNIK, P.A.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA / NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items:
1 thru 4, 7a, 7b, 1, 7c, 8, 9, 13, 14, 16, 17, and 20 of Table A thereof.
I further certify that this Survey meets the intent of the required Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

The signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to the original survey by other than the signing party are prohibited without written consent of the signing party.



GINO MELLOUL, SURVEYOR AND MAPPER, FLORIDA LICENSE NO.: 5044

Survey Field Date: August 26, 2021
Survey Signed: August 27, 2021

PROPERTY ADDRESS:

1730 SW 30 AVENUE, PEMBROKE PARK, FLORIDA 33009
FOLIO #5142-21-28-0021

LEGAL DESCRIPTION:

PARCEL 1: (SEE SIMPLE PARCEL)

THE SOUTH 350 FEET OF THE NORTH 541.5 FEET OF TRACT B OF MEKINS ADDITION NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THE EAST 40 FEET THEREOF, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2: (EASEMENT PARCEL)

TOGETHER WITH A NONEXCLUSIVE EASEMENT FOR PRIVATE ROAD RIGHT-OF-WAY IN COMMON WITH OTHERS FOR INGRESS AND EGRESS FROM THE ABOVE DESCRIBED PROPERTY TO PEMBROKE ROAD OVER THE FOLLOWING DESCRIBED PROPERTY:

FROM THE NORTHEAST CORNER OF TRACT B, MEKINS ADDITION NO. 1, PLAT BOOK 26, PAGE 5, BROWARD COUNTY, FLORIDA, RUN ALONG THE NORTH LINE OF SAID TRACT B ON AN ASSUMED BEARING OF DUE WEST, 95.5 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $00^\circ 22' 00''$ EAST, 69.61 FEET TO A POINT OF CURVATURE, THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 35 FEET AND A CENTRAL ANGLE OF $65^\circ 57' 50''$, AN ARC DISTANCE OF 40.91 FEET TO A POINT OF TANGENCY; THENCE SOUTH $67^\circ 19' 50''$ EAST, 26.77 FEET TO A POINT OF CURVATURE THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 65 FEET AND A CENTRAL ANGLE OF $66^\circ 57' 50''$, A DISTANCE OF 75.97 FEET TO A POINT OF TANGENCY; THENCE SOUTH $00^\circ 22' 00''$ EAST PARALLEL TO AND 10 FEET WEST ON THE EAST LINE OF SAID TRACT B A DISTANCE OF 269.94 FEET; THENCE DUE WEST PARALLEL TO AND 441.5 FEET SOUTH OF NORTH LINE OF SAID TRACT B A DISTANCE OF 50 FEET; THENCE NORTH $00^\circ 22' 00''$ WEST, 269.74 FEET TO A POINT OF CURVATURE, THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 35 FEET AND A CENTRAL ANGLE OF $66^\circ 57' 50''$, AN ARC DISTANCE OF 40.91 FEET TO A POINT OF TANGENCY; THENCE NORTH $67^\circ 19' 50''$ WEST 26.77 FEET TO A POINT OF CURVATURE, THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 65 FEET AND A CENTRAL ANGLE OF $66^\circ 57' 50''$, AN ARC DISTANCE OF 75.97 FEET TO A POINT OF TANGENCY; THENCE, NORTH $00^\circ 22' 00''$ WEST 69.60 FEET TO THE NORTH LINE OF TRACT B; THENCE DUE EAST 30 FEET TO THE POINT OF BEGINNING.

TITLE REVIEW NOTES:

SCHEDULE B - SECTION II - PARCEL 1

TITLE COMMITMENT PROVIDED BY:
FIDELITY NATIONAL TITLE INSURANCE COMPANY
Order No.: 9612978, effective date: June 18, 2021 @ 11:00 AM

Items 1 through 4: "Standard Exceptions".

5. Dedications, restrictions, limitations, easements and other matters contained on the Plat of MEKINS ADDITION NO. 1, according to the Plat thereof recorded in Plat Book 26, page 5, of the Public Records of Broward County, Florida. (Does affect Subject Property - Record Plat)

6. Right of Way Easement: granted to Southern Bell Telephone and Telegraph Company filed June 19, 1963 in Official Records Book 2616, page 563, of the Public Records of Broward County, Florida. (Does Not affect Subject Property - Plotted on Survey)

7. Easement: granted to Broward County filed February 28, 2014 in Official Records Book 50594, page 497, of the Public Records of Broward County, Florida. (Does affect Subject Property - Plotted on Survey)

8. Bill of Sale filed March 4 2014 in Official Records Book 50592, page 1920, of the Public Records of Broward County, Florida. (Does affect Subject Property - Not a Plottable Survey Item)



DRAWN: L.R.

CHECKED: G.F.

SCALE: 1" = 25'

FIELD DATE: 08-27-2021

JOB No.: JAF-1730

SHEET:

1

OF 1 SHEET

ALTA / NSPS LAND TITLE SURVEY

SHLOMO MELLOUL

PREPARED FOR:

3546 WEST 86 TERR, HIALEAH, FLORIDA 33018, PHONE: 786-416-1018, FAX: 305-817-9709
E-MAIL: jafsurveyorsinc@gmail.com

BY: APP.

DESCRIPTION

DATE

BY: APP.

DESCRIPTION

DATE

MEEKINS ADD NO 1 26-5 B SOUTH 350 OF N 541.50 OF TRACT B LESS E 40
THEREOF

Broward County Commission
Deed Doc Stamps: \$38500.00

Prepared by:
Jamie Tarich, Esq.
The Tarich Law Firm, P.A.
1946 Tyler Street, Hollywood, FL 33020
Em: jamie@tarichlaw.com; Tel: 305.503.5095

Parcel Identification Number: 51-42-21-28-0021

WARRANTY DEED

This indenture made effective as of the 13 day of October 2021, by **J & U V, LLC**, a Florida limited liability company, whose address is 601 Hibiscus Drive, Hallandale, Florida 33009, hereinafter called the "Grantor", to **1730 PR LLC**, a Florida limited liability company, whose address is 67 N. Federal Highway, Dania Beach, Florida 33004, hereinafter called the "Grantee".

Witnesseth, that the Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land legally described, to-wit:

PARCEL 1: (FEE SIMPLE PARCEL)

THE SOUTH 350 FEET OF THE NORTH 541.5 FEET OF TRACT B OF MEEKINS ADDITION NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THE EAST 40 FEET THEREOF, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 2: (EASEMENT PARCEL)

TOGETHER WITH A NONEXCLUSIVE EASEMENT FOR PRIVATE ROAD RIGHT-OF-WAY IN COMMON WITH OTHERS FOR INGRESS AND EGRESS FROM THE ABOVE DESCRIBED PROPERTY TO PEMBROKE ROAD OVER THE FOLLOWING DESCRIBED PROPERTY:

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TANGENCY, THENCE NORTH 67°19'50" WEST 26.77 FEET TO A POINT OF CURVATURE, THENCE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 65 FEET AND A CENTRAL ANGLE OF 66°57'50" AN ARC DISTANCE OF 75.97 FEET TO A POINT OF TANGENCY; THENCE, NORTH 00°22'00" WEST 69.80 FEET TO THE NORTH LINE OF TRACT B; THENCE DUE EAST 30 FEET TO THE POINT OF BEGINNING.

together with an undivided interest in the common elements thereto, and all easements, privileges, rights-of-way, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining or accruing to the benefit thereof, to have and to hold the same in fee simple forever.

And the Grantor hereby covenants that the Grantor is fully vested of said land in fee simple and that said land is free of all encumbrances; and Grantor will defend the same against the lawful claims of all persons whomsoever, subject to all matters of record, if any, without reimposing same, and general or special taxes and assessments for 2021 and subsequent years, which are not yet due and payable.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

Witness 1 Sign: Nava Samuel J & U V, LLC,
a Florida limited liability company

Print Name: Nava Samuel

Witness 2 Sign: KLAINA ASHENDORF Sign: _____ (SEAL)
By: Judy Beverly Meair, Manager

Print Name: KLAINA ASHENDORF

State of FLORIDA

County of BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of October 2021, by Judy Beverly Meair, as the Manager of J & U V, LLC, a Florida limited liability company, who is personally known to me or who provided _____, as identification, with full company authority.

(SEAL)

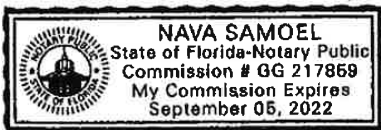
Sign: Nava Samuel

NOTARY PUBLIC, STATE OF FLORIDA

Print Name: Nava Samuel

Commission No. GG 217859

Expires: Sept 05, 2022



RESOLUTION NO. 2024-007

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING SIGN VARIANCE APPLICATION NO. 24-SV-02 AND GRANTING TWO (2) SIGN VARIANCES FOR THE PROPERTY LOCATED AT 3187 WEST HALLANDALE BEACH BOULEVARD, PEMBROKE PARK, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Craig McDonald, agent for the owner SS RE 1 Hallandale LLC/CPS, the “Applicant,” of the property located at 3187 West Hallandale Beach Boulevard, Pembroke Park, Florida has applied for a sign variance pursuant to Chapter 21, Division 4 of the Town of Pembroke Park (“Town”) code, the application is attached hereto and incorporated herein as **Exhibit “A.”**; and

WHEREAS, the Applicant is requesting the following two (2) sign variances:

1. A variance from §21-20(c)(1)(A) to allow for a **30-42”** letter height in lieu of the 21” letter height permitted by the Town code;
2. A variance from §21-20(c)(1)(B) to allow for a **26.625 37.325’** long sign in lieu of the 20’ foot length permitted by the Town code; and

WHEREAS, §21-72 of the Town code provides that a variance may be granted whenever the enforcement of the applicable Town code results in an undue hardship upon a party and does not endanger the health, safety, and welfare of the resident of the Town; and

WHEREAS, §21-73 of the Town code provides that the application for a variance shall contain all the information required in a sign permit, the variance requested, and the reasons why the variance is desired and the details of the resulting hardship; and

WHEREAS, the Town Commission considered the application, through a presentation of the Town’s professional consultant at its April 24, 2024, commission workshop; and,

WHEREAS, the Town Commission further held a public hearing and considered the input of the public; and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, finds the Applicant’s variance application, attached hereto and incorporated herein as **Exhibit “A,”** is sufficient and that the enforcement of the applicable Town code results in an undue hardship upon the applicant and does not endanger the health, safety, and welfare of the resident of the Town.

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. The Town Commission of the Town of Pembroke Park, Florida, hereby approves Sign Variance Application No. 24-SV-02 and authorizes SS RE 1 Hallandale LLC/CPS’s variance application for the property located at 3187 West Hallandale Beach Boulevard, Pembroke Park, Florida, attached hereto and incorporated herein as **Exhibit “A.”**

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

{00601764.2 3399-0000000 }

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 8TH day of May, 2024.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney

{00601764.2 3399-0000000 }

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



To: Mayor & Town Commissioners
Town of Pembroke Park

Thru: Aleem Ghany, Interim Town Manager

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

Date: April 3, 2024

Subject: Sign Variance Application
Seneca Self Storage
3187 W. Hallandale Beach
Application No. 24-SV-02 – Sign Variance

OWNER/APPLICANT SS RE 1 Hallandale LLC / CPS - Craig McDonald

REQUEST

The applicant is requesting two variances from the sign code to increase the length and height of the sign. The applicant requests variances from Section 21-20(c).1.A limiting the letter height and Section 21-20(c).1. B limiting the length of the sign.

RECOMMENDED ACTION

The Consultant Town Planner recommends approval of the two variances. In lieu of constructing 2-4 signs, the applicant is proposing only one sign. Although the applicant is allowed 161 sf of sign area, they are only proposing a maximum of 66.56 sf. Based on the location of the sign and its distance from Hallandale Beach Blvd., the consultant Town Planner believes the proposed sign dimensions are appropriate and proportional to the size of the building and meet the intent of the sign code including: compatible with its surroundings; legible under the circumstances in which the sign can be seen; expresses the identity of the individual businesses; and for the sole purpose of identifying business.

SITE DATA

Property Folio ID:	514220170079
Owner/Agent:	SS RE 1 Hallandale LLC/ CPS - Craig McDonald
Adjacent Land Use Designation:	North: I- Industrial
	East: C- Commercial / I- Industrial
	South: C- Commercial
	West: C- Commercial
Zoning Designation:	B-1
Adjacent Zoning Designation:	North: M-1
	East: RM-25/M-1
	South: B-1
	West: B-1

PROJECT BACKGROUND

The property is located within the Seneca Town Center at 3187 of West Hallandale Beach Blvd.. The site plan for the project received approval on December 15, 2021, under application number 21-SP-05. The business is seeking two sign variances for the self-storage facility.

The requested sign variances pertain to the south elevation which faces Hallandale Beach Blvd. The building is located approximately 74 feet from the property line. The applicant's proposal includes one illuminated wall sign featuring the business name "Extra Space Storage", positioned to face Hallandale Beach Blvd. The rationale behind the request for a sign variance is on the visibility from the street frontage. In addition, the applicant is proposing one sign where 2-4 signs may be permitted and proposing a sign of 130.45 sf where 161 sf is permitted.

PROJECT ANALYSIS

The applicant is presenting a proposal for a single wall sign featuring a single letter set and seeks approval for two (2) variances from the sign code pertaining to this parcel. These variances are intended to increase the letter height and extend the length of the sign. The applicant is proposing the following:

Code Section	Max Allowed	Proposed	Variance
21-20.(c).1.A for letter height	21 inches	42 inches	+21 inches
21-20.(c).1.B for length of sign	20 feet	37 feet 3 ¼ inches	+17 feet 3 inches

SPECIFIC VARIANCE CRITERIA SECTION 21-73

For a variance request to be approved, the Town Council must find that request meet the following criteria:

1. All the information required in an application for a sign permit.
Yes, the applicant submitted all the information required in the application.
2. The variance requested from the provisions of sign code.
Yes, the variances requested are from specific provisions of the sign code.
3. The reason why the variance is desired and the detail of hardship which would result from the denial of same.
The applicant has demonstrated a hardship exists based on the attached applicant's justification statement.

STAFF CONDITIONS OF APPROVAL

If Approved by the Town Commission, the consultant Town Planner recommends including the following conditions:

1. At time of application for a Building Permit for the sign, the Property Owner shall provide a copy of the Sign Variance Resolution and copies of the final approved plans to the Building Department.
2. Sign variance approval is only for signage matching drawings attached to this application.

ATTACHMENTS

Application
Applicant's Justification Statement for Sign Variance Approval
Color Renderings
Elevation and Survey

SV**APPLICATION FOR SIGN VARIANCE**

Date: 3/14/24

Case No: _____

Filing Fees: Refer to Development Application Fee Schedule.Amount Paid \$2,000 Date 3/14/24 ☐ Town Commission ☐ Other

Petitioner / Applicant: Craig McDonald on behalf of SS RE 1 HALLANDALE LLC (Owner)

Address: 1239 E. Newport Center Dr., Suite 113 City: Deerfield Beach, FL 33442

Phone: 954-426-5144 Fax: _____ E-mail: kathy@corporatepropertyservices.net

Petitioner's Relation to Subject Property: Property Owner's Authorized Representative

If Petitioner is not Owner, Name of Owner: Tyler Colpini - SS RE 1 HALLANDALE, LLC / SAFELY STORE REAL ESTATE 1 SUB0FL LLC

Address of Owner: 4408 Forest Dr., Suite 350 City: Columbia, SC 29206

Signature of Petitioner:

Address of Property Subject to the Requested Variance: 3187 W. Hallandale beach Blvd., Pembroke Park, FL (Self-Storage Seneca)

Legal Description of Property (Plat Book/Page or Metes and Bounds):SENECA PLAT 165-9 B PORTION PARCEL B DESC AS COMM AT SW COR PAR B,N 10, E280.03,N 12, NE 391.15,NE 455.56
TO POB,CONT NE 214.90,N 334.34,SW 237.41,SE72.78, NE 23,SE 261.37 TO POB**Variance Requested:** Total of 2 Variances for 1 Wall Sign proposed at the South Front Elevation of the Self-Storage Building Facility.

1 Variance for Wall Sign Proposed at 30' height, which is 9" beyond the maximum allowed by Code 21-20.

1 Variance for Wall Sign Proposed at 26'-7 1/2" length, which is 6'-7 1/2" beyond the maximum allowed by Code 21-20.

** Please refer to Letter of Intent for full explanation/description of the Variances request**

PROVIDE THE FOLLOWING IN PDF FORMAT UNLESS OTHERWISE SPECIFIED:

- Justification statement addressing all criteria in Sec. 21-72;
- Sketch or survey showing exact location of sign including distance from lot lines and right-of-way; and
- Sketch of sign showing size and type of material used in construction and plans for construction.

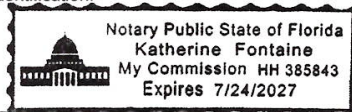
OWNER / AGENT CERTIFICATE:

This is to certify that I am the owner / agent of the subject lands described above in the Application for a Sign Variance, and that all information supplied herein is true and correct to the best of my knowledge. By signing this application, owner / agent specifically agrees to allow access to described property at reasonable times by Town personnel for the purpose of verification of information provided by owner/agent.

Signature of owner/agent: Sworn to and subscribed before me this 14th day of March, 2024, by Craig McDonald☒ He/She is personally known to me or☐ He/She has presented as identification.

Signature of Notary Public:

Type or Print Name: Katherine Fontaine

**FOR STAFF USE ONLY**

Town Commission Date: _____ () Approved () Denied () Approved with conditions



WALL SIGN VARIANCE JUSTIFICATION & LETTER IOF INTENT
EXTRA SPACE STORAGE
3187 W. HALLANDALE BEACH BOULEVARD
PEMBROKE PARK, FLORIDA
April 26, 2024

On December 15, 2021, the Site Plan for Seneca Town Center, File No. 21-SP-05, was approved, which consisted of the Extra Space Storage, Wawa and a hospital. Extra Space Storage also received a Parking Reduction, No. 21-PR-01, on December 15, 2021. Extra Space Storage obtained their Building Permit (Process # 96478 & Permit # 23355882-0) on May 26, 2023 and the project is currently under construction. The Folio Number is 5142 20 17 0079. The subject site is located within the Business District (B-1) zoning district and has a Commercial (C) land use designation. Extra Space Storage is adjacent to M-1 (Industrial) zoning district that contain industrial uses to the north and east, RM-25 (Medium High Density Multiple Family Residential) zoning district that contains an apartment building to the east, B-1 (Business District) that contains a hospital and Wawa to the west and Hallandale Beach Boulevard to the south. The surrounding zoning districts and existing uses are compatible in nature with the Extra Space Storage facility as they assist with promoting the City's Growth Management Plan and orderly future growth. The project's contact will be Craig McDonald at (954) 426-5144 or via email: craig@corporatepropertyservices.net.

Extra Space Storage is the largest operator of self-storage facilities and the largest third-party self-storage management company. They have grown to include more than 3,500 locations across the country. Often, a customer's patronage depends on how easily the site can be identified and accessed. Extra Space Storage has obtained the following sign permits

Office Sign #858449 (Approved & Issued on 2/14/24)
Loading E Sign #858527 (Approved & Issued on 2/14/24)
Loading N Sign #858600 (Approved & Issued on 2/14/24)
Monument E Face#858679 (Approved & Issued on 3/19/24)
Monument W Face #858743 (Approved & Issued on 3/19/24)

Some of the sign requirements in the Pembroke Park Land Development Code will prevent Extra Space Storage from providing adequate business identification. Approval of the requested wall sign variance will enable Extra Space Storage to continue to achieve branding recognition for their customers, which is so vital to any commercial establishment. In turn, the project will be able to prosper and be an asset to the Pembroke Park community.



In order to accomplish this, Extra Space Storage is seeking relief from the following two sign code requirements:

CODE SECTION	REQUIREMENT	ALLOWED	PROPOSED	VARIANCE
Section 2-20(C)(1) (A) Permanent Signs Nonresidential Uses	Maximum height of letters. No wall sign shall have either letters, cabinets or border exceeding eighteen (18) inches in height, provided, however, that the height of such letters/cabinets may be increased in height one (1) inch for each twenty-four (24) feet or major portion thereof setback distance between the front building line and the street property line.	21" in height (Building Wall Setback is 74')	42" in height	Variance to allow 21" additional in height
Section 2-20 (C)(1)(B)	Maximum length of sign. To be in proportion to the building/ bay frontage occupied by the licensed establishment in accordance.	0 to 25' 10'-0" 26' to 40' 12'-0" 41' to 55' 14'-0" 56' to 70' 16'-0" 71' to 85' 18'-0" +86' 20'-0	37' – 3 ¼ " in length	Variance to allow 17' – 3 ¼ " beyond the allowable 20' wall sign length

1. Based on 161 linear feet of frontage, Extra Space Storage is permitted to have 161 s.f. of wall signage. They are only requesting 130.45 s.f. on the south elevation and no signage on the other three elevations. The allowable sign height of 21" would only be permissible for a 41.67 s.f. Extra Space Storage wall sign. The allowable letter height of 21" would be out of scale with the size and massing of the proposed building. The proposed wall sign will be setback 74' from the property line of the

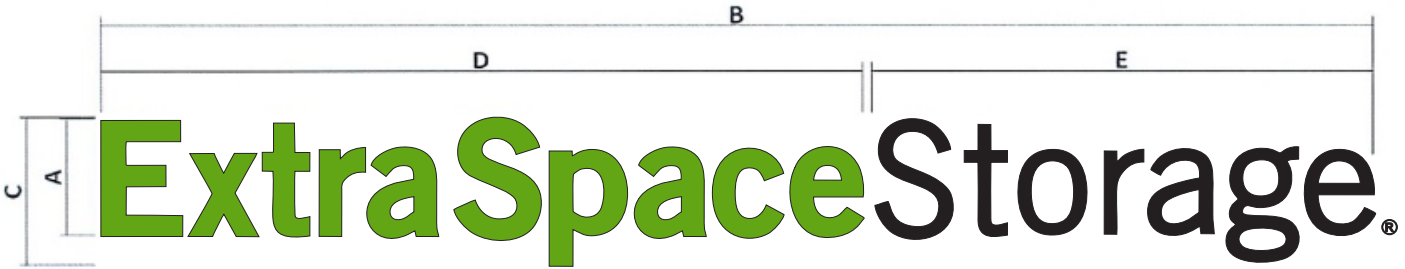


R.O.W along Hallandale Beach Boulevard, which would make the allowable 21” sign extremely difficult to identify. Extra Space Storage is implementing an architecturally pleasing wall sign that is based on the number of words incorporated in the company’s identification. The sign needs to be in scale with the building size, therefore Extra Space Storage is requesting to be granted approval to install a 42” sign. Hallandale Beach Boulevard, which is a multiple lane roadway, has a speed limit of 40 mph and runs adjacent to the proposed Extra Space Storage parcel. Literal application of the sign code would prevent Extra Space Storage from providing clear identification of the building. The requested sign variance is minimal in scale with respect to the overall building massing and visibility from Hallandale Beach Boulevard. The proposed sign will not compromise the overall functioning of the site or other properties.

2. As stated above, the requested sign variance is minimal in nature in terms of the benefits of the project. The proposed wall signage is considered vital for business identification. The proposed "Extra Space Storage" wall sign is centered under the architectural tower element, in order to visually provide a proportionate scale to the south elevation that faces Hallandale Beach Boulevard. The proposed signage which will result from the granting of the variance will be in harmony with the policies embodied within the City Comprehensive Plan. The proposed signage is aesthetically pleasing and maintains the intent of the land development regulations.
3. The development will result in an upgrade for the surrounding commercial properties. The limited signage permitted under the current Land Development Code prevents Extra Space Storage from providing adequate business identification. Approval of the sign variance request will enable Extra Space Storage to achieve customer recognition that is so vital to any commercial establishment. In turn, the proposed project will be able to prosper, as well as be an asset to the Pembroke Park community
4. Granting of the two variances, to allow additional height and length for the proposed wall sign under the current sign code, does not adversely affect the use or development of neighboring properties nor hinder or discourage appropriate development. Rather, it will provide Extra Space Storage with adequate business identification. which is similar to the sign variances granted to Wawa.
5. The literal and strict enforcement of the applicable provisions permitted under the current sign code prevents Extra Space Storage from providing adequate business identification. The provisions of the City Code will result in undue or unnecessary hardship to the Applicant and deprive the applicant of the business identification afforded to other property owners in the zoning district.
6. The alleged hardship is not self-imposed by the owner, prior owners or by any person having interest in the property. The hardship is caused by the limited signage permitted under the current sign code that prevents Extra Space Storage from providing adequate business identification. The size and massing of the building, in addition to the 74’ setback from the ROW, limits the signage visibility.

FLUSH MOUNTED CHANNEL LETTERS-SOUTH ELEVATION

ALLOWABLE-161'
EXISTING-
PROPOSED-130.45'



A MEASURED FROM OVERALL HEIGHT OF THE LETTER 'E'.
B MEASURED FROM OVERALL LENGTH WITH OUT TRADE MARK.

A	B	C	D	E	SQ. FT.	AMPS	NUMBER OF POWER SUPPLIES
12"	10'- 7 3/4"	15 1/4"	6'- 4 3/8"	4'- 2 1/2"	10.65	1.26	2
18"	15'- 11 3/4"	22 7/8"	9'- 6 5/8"	6'- 3 3/4"	23.96	1.26	2
24"	21'- 3 5/8"	30 1/2"	12'- 8 7/8"	8'- 5"	42.60	1.26	2
30"	26'- 7 1/2"	38"	15'- 11"	10'- 6 1/4"	66.56	1.89	3
36"	31'- 11 3/8"	45 5/8"	19'- 1 1/4"	12'- 7 1/2"	95.84	2.52	4
42"	37'- 3 1/4"	53 1/4"	22'- 3 1/2"	14'- 8 3/4"	130.45	2.52	4
48"	42'- 7 1/8"	60 7/8"	25'- 5 3/4"	16'- 10"	170.37	3.78	6
60"	53'- 2 7/8"	76 1/8"	31'- 10 1/8"	21'- 1/2"	266.19	5.04	8

COLOR SCHEDULE

- GREEN #2500-106 BRILLIANT
- GREY DOVE GREY TRIM CAP
- BLACK PMS BLACK #2500-022
- WHITE



1 SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

42"



1740 HILL AVENUE
WEST PALM BEACH, FL
33407
561-840-6382
FAX: 561-840-6385

CUSTOMER:
EXTRA SPACE STORAGE
3187 W. HALLENDALE BLVD.
PEMBROKE PARK, FL 33023

GRAPHIC DESIGNER: Pam Reeves
SALES PERSON: Maria Damiani
DATE: 02.21.2024



Electrical Qualifier: Stephen M. Kemp

State of: Florida
County of: Palm Beach
The foregoing document was acknowledged
before me _____ day of _____,
Your Name Here, Notary Public
My Commission Expires: _____



SELF-STORAGE FACILITY
4-STORY

SENECA TOWN CENTER
3195 WEST HALLANDALE BLVD.
PEMBROKE PARK, FL 33009

A3.0





SCALE: 3/32" = 1'-0"



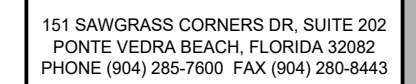
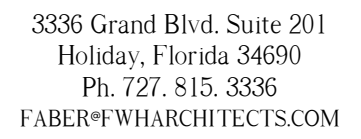
SCALE: $3/32" = 1'-0"$

CEMENT PLASTER / EIFS FINISHES
(ACRYLIC EIFS FINISH WITH INTEGRAL COLOR AND TEXTURE)

PAINT FINISHES			
(PT-1)	BENJ. MOORE	BM 2125-20	BAHAMA SHUTTERS
(PT-2)	BENJ. MOORE	BM HC-170	MAIN DOORS
METAL TRIM, METAL ROOF, RAILING, COPING, CANOPY, DS, SCUPPERS AND GUTTER			
(MTL-1)	PAC-CLAD	'CHARCOAL'	KYNAR 500
(MTL-2)	PAC-CLAD	'CLEAR ANODIZED'	KYNAR 500; TYP AT LIGHT FIXTURES AND SELECT COPING

ALUMINUM STOREFRONT

(SF-1)	YKK	CLEAR ANODIZED	
CEMENTITIOUS SIDING			
(WD-1)	HARDIE BOARD 	MATCH BM 2018-60	SIDING
(WD-2)	HARDIE BOARD 	MATCH BM AC-40	TRIM
(WD-3)	HARDIE BOARD 	MATCH BM AC-16	ACCENT VENT



TO THE BEST OF THE KNOWLEDGE
OF THE ARCHITECTS AND
ENGINEERS, SAID PLANS AND
SPECIFICATIONS COMPLY WITH THE
APPLICABLE MINIMUM BUILDING
CODES AND THE APPLICABLE
MINIMUM FIRE SAFETY STANDARDS

GUY F. FABER
FL License No. AR0015323
seal

[illegible]SELF-STORAGE FACILITY
4-STORY

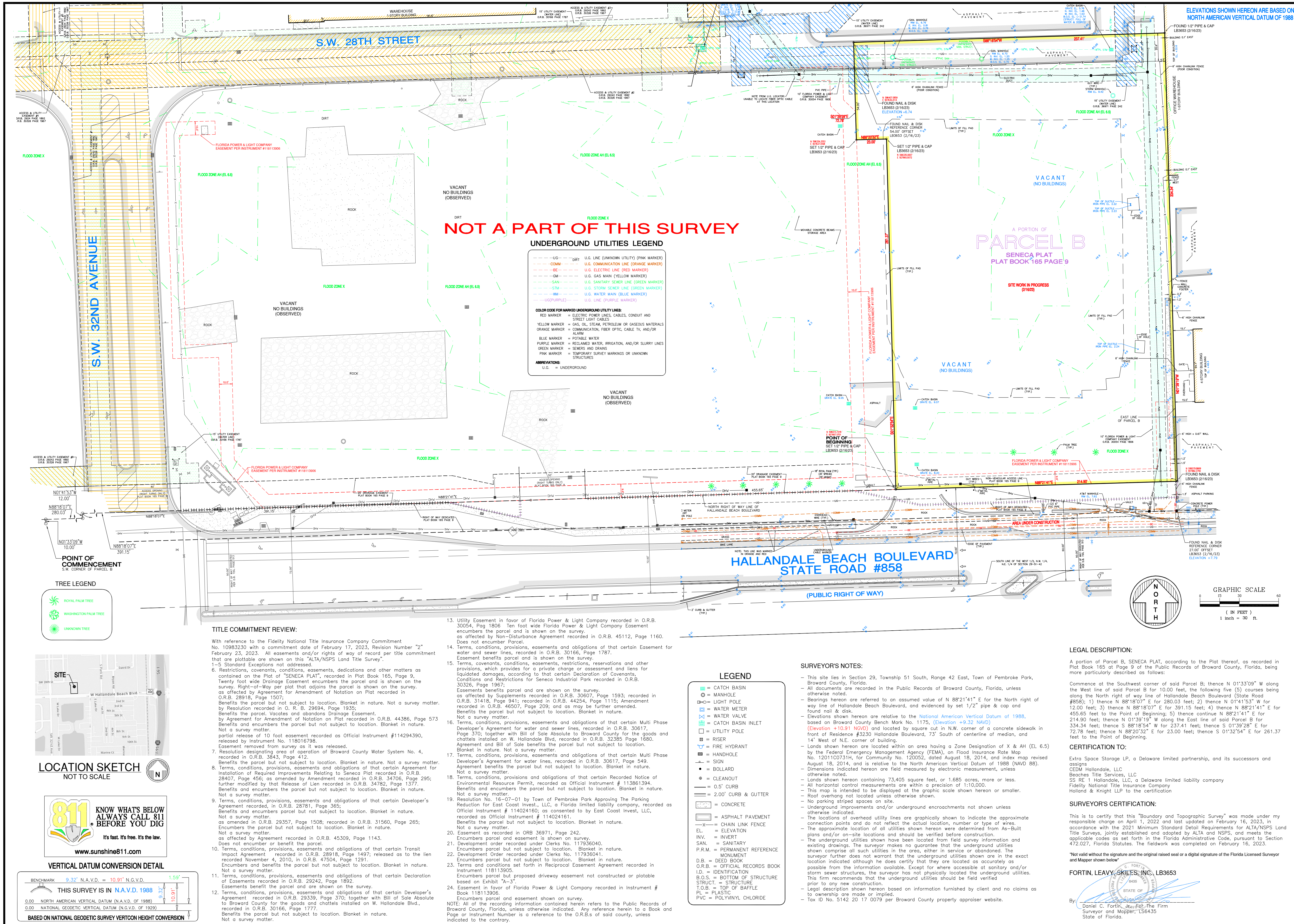
SENECA TOWN CENTER
3195 WEST HALLANDALE BLVD.
PEMBROKE PARK, FL 33009

08.18.2021
date

21042A
comm. no.

EXTERIOR
ELEVATIONS

A3.1



FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00006653
180 Northeast 16th Street / North Miami Beach, Florida 33162
Phone 305-663-4493 / Fax 305-651-1152 / Email fls@flsurvey.com

ALTANSPS LAND TITLE SURVEY
3187 WEST HALLANDALE BEACH BOULEVARD
TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA

This Drawing is the Property of Fortin, Leavy, Skiles, Inc. and is an instrument of Service not to be Reused in Whole or in Part without the Express Written Permission of Some.

MAP
UPDATE SURVEY (2/16/23) SJH
AMEND TO SHOW NEW TITLE COMMITMENT
No. 1
O.N.

Original Date
4/1/22

Scale
1"=30'

Drawn By
MAP/DANJR

CAD No.
200052

Plotted
2/22/23 3:11p

Ref. Dwg.
220152

Field Book
654/20-21 & FLD.SHT.

Job No.
2020-011-2-NAVD

Dwg. No.
220152

Sheet
1 of 1

RESOLUTION NO. 2024-005

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PROVIDING FOR THE EXTENSION OF THE AMNESTY PROGRAM GUIDELINES FOR PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE THROUGH JANUARY 31, 2026; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 15, 2021, the Town Commission adopted Resolution No. 2021-061, thereby establishing an amnesty program for certain code enforcement matters and adopting Amnesty Program Guidelines (the “Program”); and

WHEREAS, the Program commenced on January 1, 2022 and remained in effect for one (1) year; and

WHEREAS, on or about December 14, 2022, the Town Commission authorized the extension of the Program; and

WHEREAS, there are a number of Town residents that remain in the Program queue awaiting various approvals and other Town residents who may be interested in taking advantage of the Program; and

WHEREAS, the Town Commission now seeks to further extend the Program through January 31, 2026; and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, finds that extending the Town’s code enforcement amnesty Program is in the best interests of the citizens and residents of the Town.

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. The Town Commission of the Town of Pembroke Park, Florida, hereby approves and authorizes the extension of the Amnesty Program Guidelines for property owners who performed work without permits to facilitate bringing property into compliance through January 31, 2026. The entirety of the Program, as set forth in Resolution 2021-061, dated December 15, 2021, is hereby extended through January 31, 2026.

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 ____ day of _____, 2024.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

{00601942.1 3399-0000000 }

Town of Pembroke Park
Resolution No. 2024-005
Page 3 of 3

JACOB G. HOROWITZ
Town Attorney

{00601942.1 3399-0000000 }

Page 3 of 3

RESOLUTION NO. 2023-027

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA ENDORSING AND SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT DEVELOPMENT AND ENVIRONMENT STUDY FOR THE I-95 CORRIDOR FROM SOUTH OF HALLANDALE BEACH BOULEVARD (SR858) TO NORTH OF HOLLYWOOD BOULEVARD (SR820), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A,” ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 8, 2021, the Town Commission of the Town of Pembroke Park adopted Resolution No. 2021-045, thereby requesting certain revisions and changes to the Florida Department of Transportation (“FDOT”) project development and environment study (“PD&E”) to remove certain impacts to existing businesses in the Town; and

WHEREAS, the Town specifically expressed concerns about how the planned interchange and pond location would affect businesses along S.W. 30th Avenue and West Hallandale Beach Boulevard, including significant impacts to *ad valorem* tax revenue for the Town, access to the northern portion of S.W. 30th Avenue, and limiting economic redevelopment opportunities for the underserved populations of the Town; and

WHEREAS, at the Commission workshop on October 25, 2023, representatives from the FDOT presented a revised PD&E study plan to the Town Commission, which sought to address the concerns previously raised by the Town; and

WHEREAS, the Town’s professional staff has reviewed the revised PD&E study presented by FDOT and determined that it sufficiently addressed the Town’s concerns; and

WHEREAS, the Town’s professional staff supports the revised PD&E study and recommends that the Town Commission endorses the same; and

WHEREAS, the Town Commission of the Town of Pembroke Park hereby supports and endorses the revised PD&E study presented by FDOT, a copy of which is attached hereto as Exhibit “A.”

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

Section 1: That the foregoing “Whereas” clauses are true and correct and expressly made a part of this resolution. Further, that all exhibits attached hereto are incorporated herein and expressly made a part hereof.

Section 2: That the Town Commission of the Town of Pembroke Park hereby endorses and supports the FDOT Project Development and Environment Study for the I-95 corridor from south of Hallandale Beach Boulevard (SR858) to north of Hollywood Boulevard (SR820), as more particularly described in Exhibit “A.”

Section 3: If any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

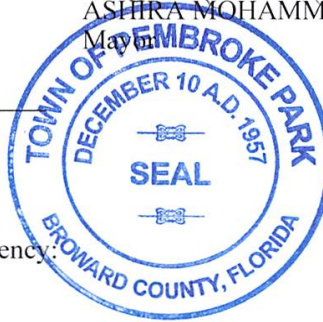
THE REST OF THIS PAGE HAS BEEN INENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this 13th day of December, 2023.

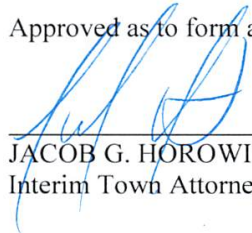
ATTEST:


MARLEN D. MARTELL
Town Clerk


ASHIRA MOHAMMED
Mayor



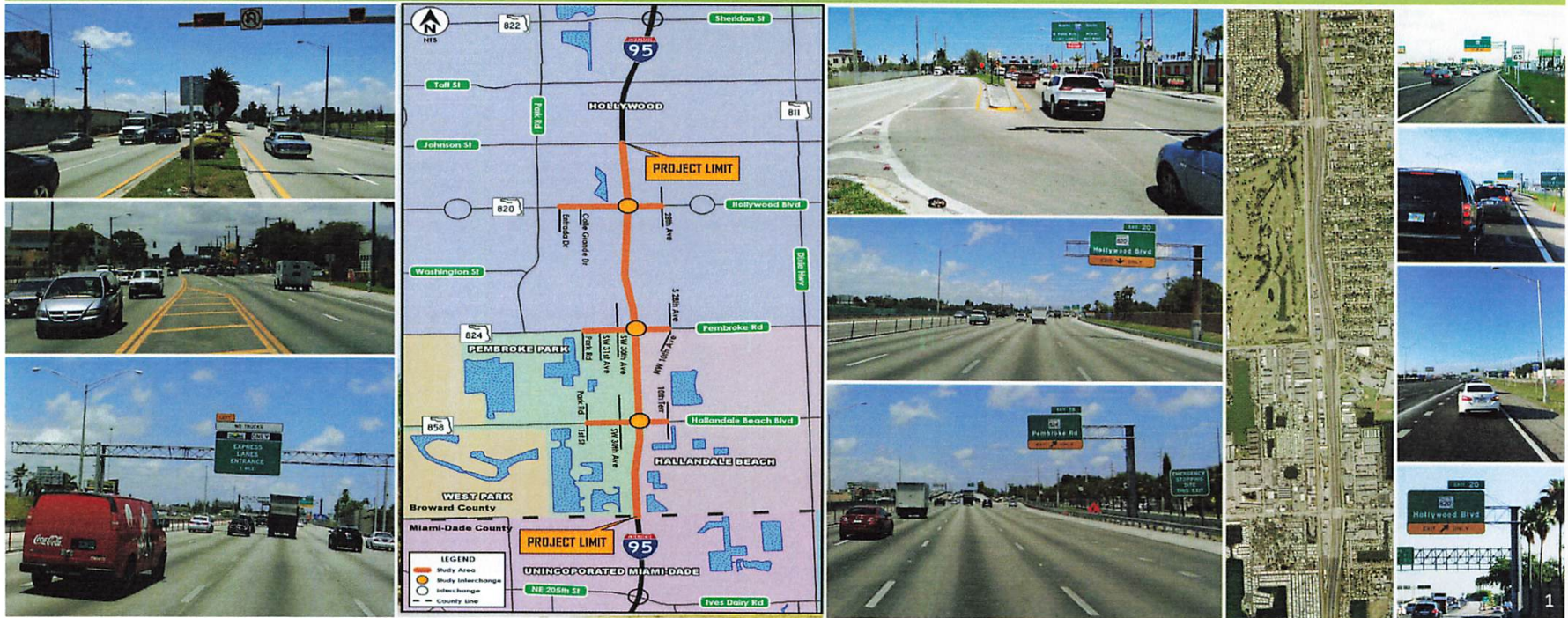
Approved as to form and legal sufficiency:


JACOB G. HOROWITZ, ESQ
Interim Town Attorney



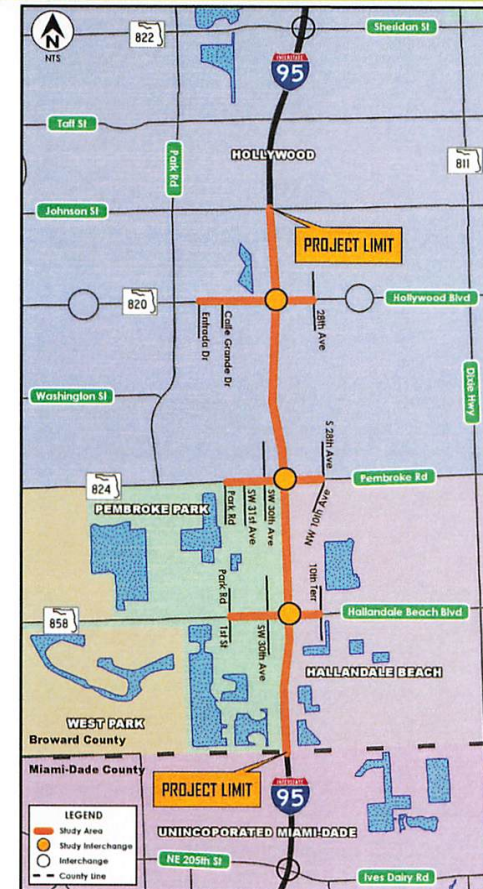
PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY

Interstate 95 (I-95/SR 9) • From South of Hallandale Beach Boulevard (SR 858) to North of Hollywood Boulevard (SR 820)
Broward County, FL • FPID No.: 436903-I-22-02 • ETDM No.: 14254



PD&E Study - Project Limits and Study Area

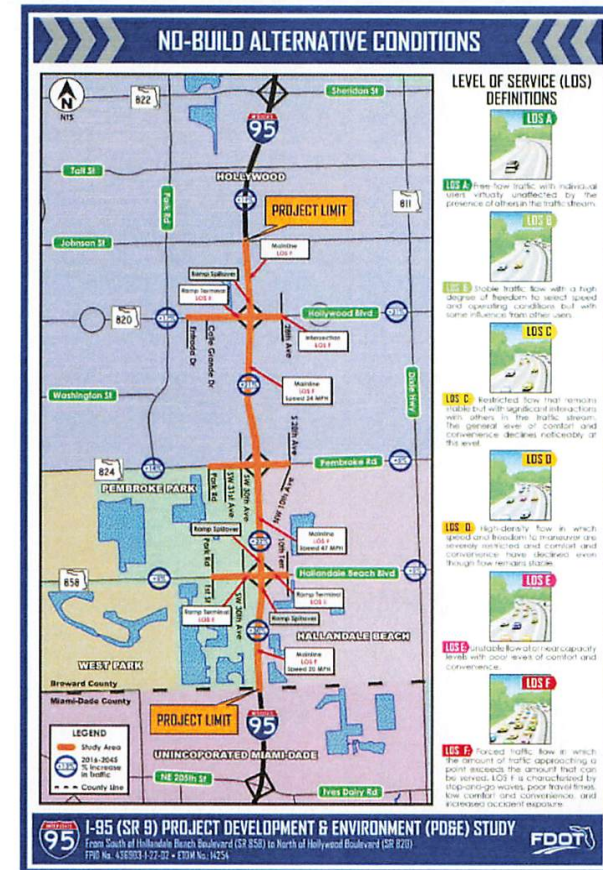
- ❑ From: South of Hallandale Beach Boulevard
(Miami-Dade/Broward Countyline)
- ❑ To: North of Hollywood Boulevard
(Johnson Street)
- ❑ 3 Miles
- ❑ 3 Interchanges
- ❑ Broward County, Florida
- ❑ Municipalities:
 - Hallandale Beach
 - Pembroke Park
 - Hollywood



PD&E Study - Scope of Project



- ❑ Evaluate Interchange Improvements to improve operations and safety
- ❑ Identify Ramp Terminal Intersection Improvements
- ❑ Evaluate the social, economic, physical and environmental impacts associated with the potential improvements
- ❑ Evaluate Traffic Operations
 - Opening Year 2030
 - Design Year 2045
- ❑ Identify a Preferred Alternative



PD&E Study – Needs of the Project



Corridor Traffic Demand

13-23% increase in traffic from year 2016 to 2045

- Interstate 95: 23% Average Increase
- Hallandale Beach Boulevard, Pembroke Road and Hollywood Boulevard: 13% Average Increase



Collisions due to heavy congestion and constant stop-and-go

Safety

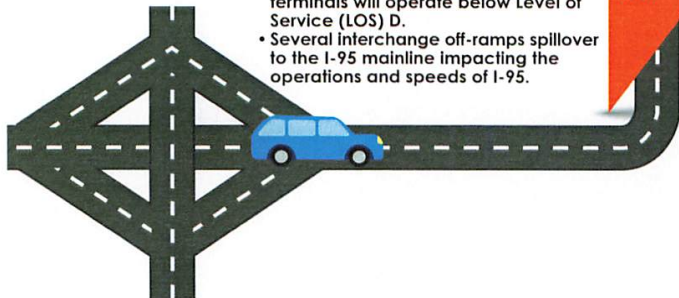
- Over 2,800 crashes on I-95 between 2008-2015.
- Congestion and additional future traffic will increase accidents within the area.



Interchange Capacity Needs

- I-95 freeway segments between interchanges and interchange ramp terminals will operate below Level of Service (LOS) D.
- Several interchange off-ramps spillover to the I-95 mainline impacting the operations and speeds of I-95.

Additional capacity is needed now



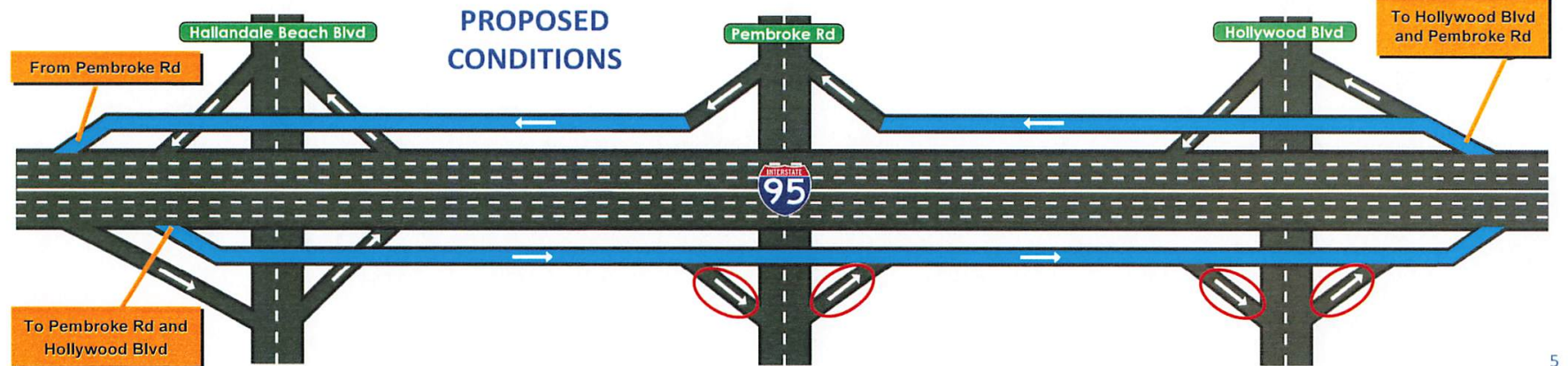
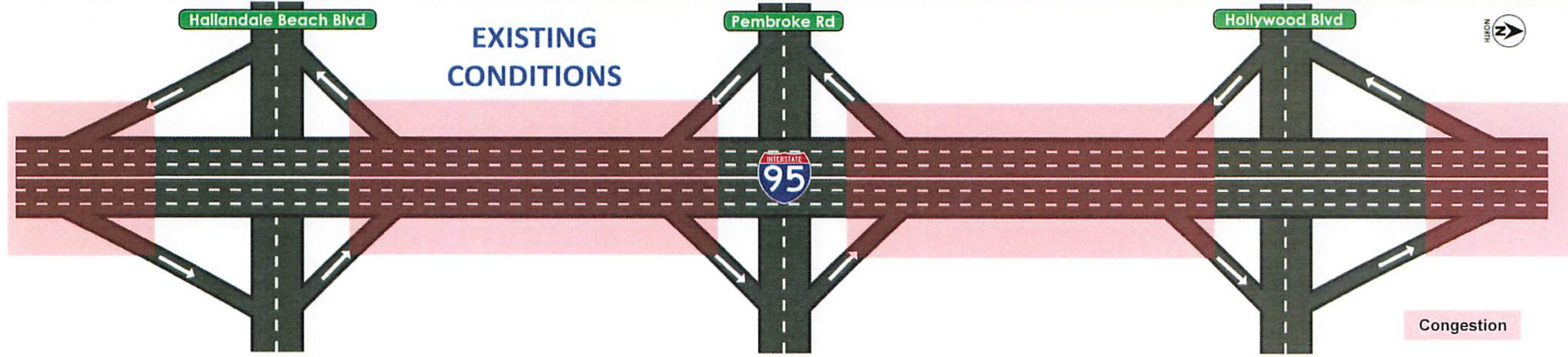
Part of emergency evacuation route



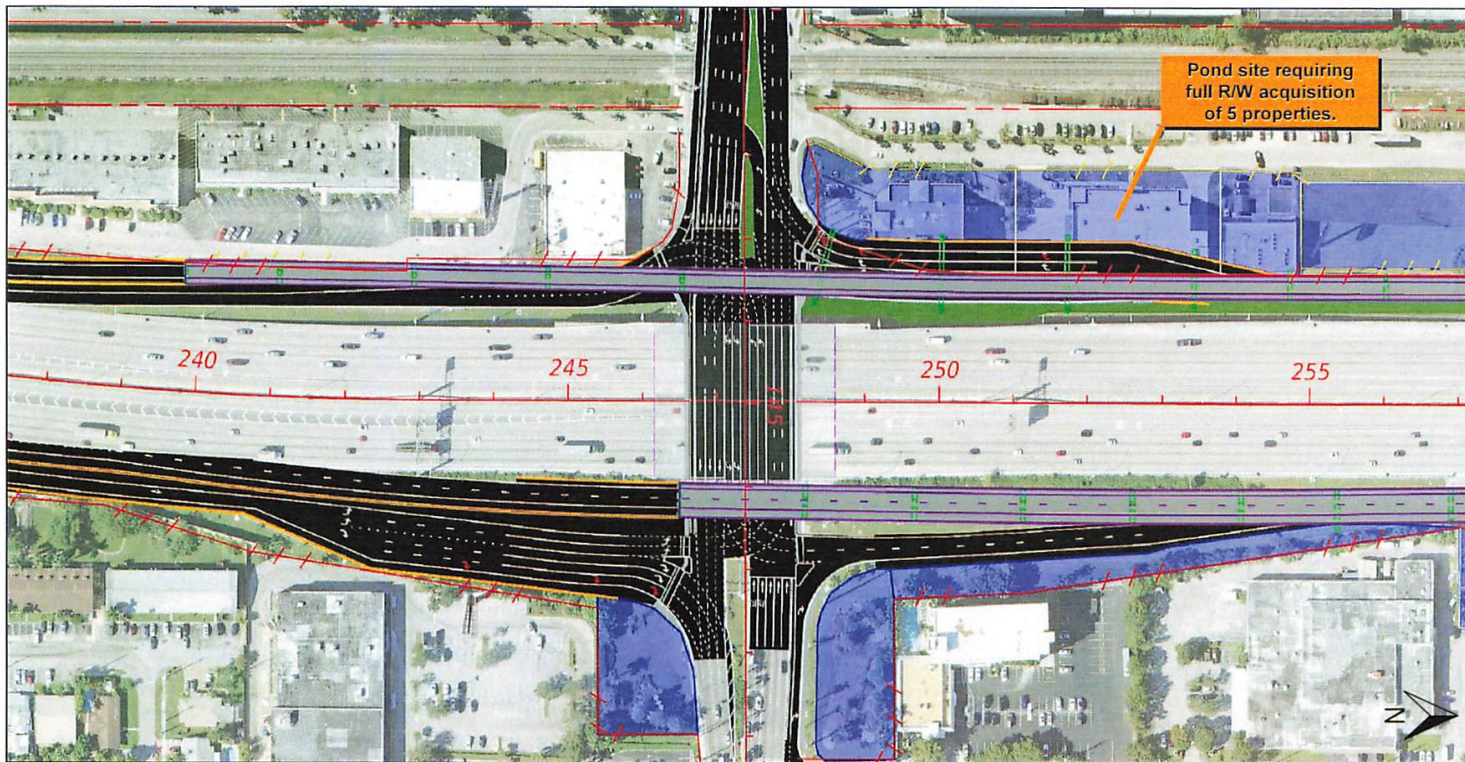
Emergency Evacuation

- The I-95 corridor is vital during emergency evacuation periods.
- Hallandale Beach Boulevard, Pembroke Road, and Hollywood Boulevard are also part of the emergency evacuation routes network.

Previous PD&E Preferred Alternative – Collector Distributor Roadway



Previous Preferred Alternative – Hallandale Beach Boulevard



Coordination with the Town of Pembroke Park



☐ Meetings

- Thursday August 19, 2021 – Public Hearing Briefing
- Thursday September 2, 2021 – At the In-Person Public Hearing
- June 23, 2022 – w/ Town Manager (JC Jimenez) & Staff
- December 29, 2022 – w/ Town Manager (JC Jimenez)
- February 29, 2023 – w/ Town Manager (JC Jimenez)
- June 6, 2023 – w/ Town Manager (JC Jimenez)
- September 21, 2023 – w/ Town Manager (Aleem Ghany) & Tom Positano

Coordination with the Town of Pembroke Park



☐ Resolution No. 2021-45 Issued on September 8, 2021

☐ Issue Identified in Resolution

- The Town opposed the PD&E Preferred Alternative due to the SB off-ramp geometry and the proposed pond at the NW quadrant of the Hallandale Beach Blvd. Interchange which required full takes of five (5) properties.

RESOLUTION NO. 2021-045

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION REMOVE THE IMPACTS TO EXISTING BUSINESSES IN THE TOWN OF PEMBROKE PARK FROM THE PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY FOR INTERSTATE 95 (I-95) FROM SOUTH OF HALLANDALE BEACH BOULEVARD (SR 858) TO NORTH OF HOLLYWOOD BOULEVARD (SR 820) AND ANY FUTURE DESIGN; REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONSIDER IMPROVEMENTS TO INTERSTATE 95 IN THE TOWN OF PEMBROKE PARK THAT DO NOT INCLUDE IMPACTS TO PROPERTIES IN THE TOWN; AND INSTRUCTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO CERTAIN ENTITIES AND PEOPLE; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park ("Town") has a transportation network that includes roadways under the control of the Florida Department of Transportation ("Department"); and

WHEREAS, the Town is almost built-out with a large stable residential/mobile home park population; and

WHEREAS, there is limited lands available in the Town for commercial and industrial uses; and

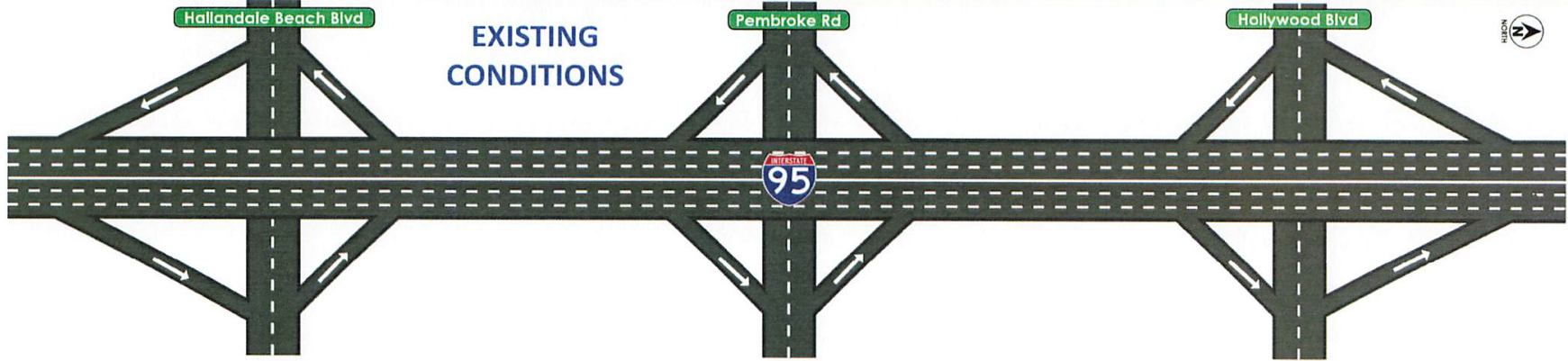
WHEREAS, SW 30th Avenue and West Hallandale Beach Boulevard are key commercial and industrial corridors in the Town; and

WHEREAS, FDOT has proposed a project (the "Project") to improve Interstate 95 (I-95) from south of Hallandale Beach Boulevard (SR 858) to north of Hollywood Boulevard (SR 820); and

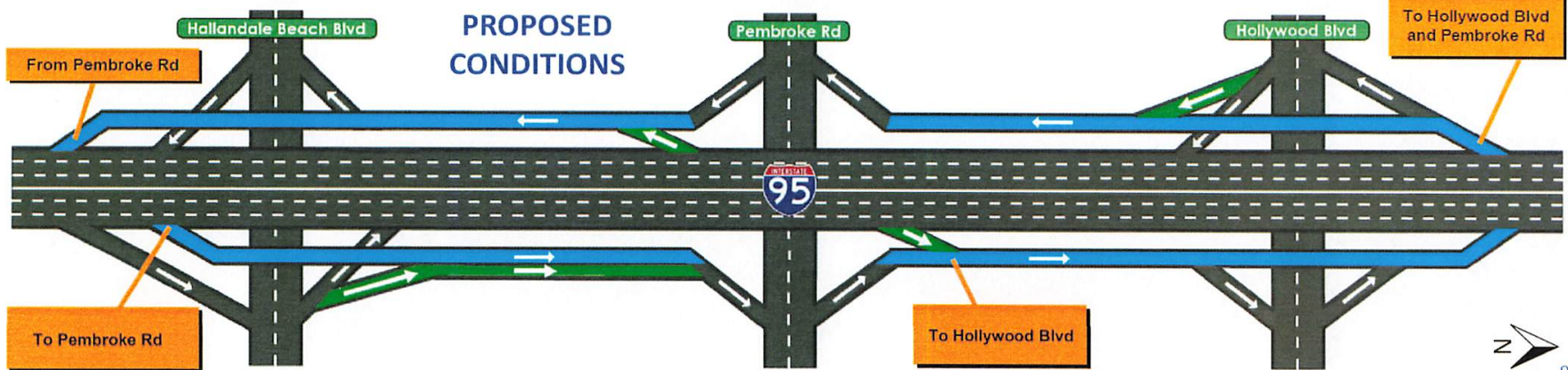
Preferred Alternative – Design Refinements (Under Development)



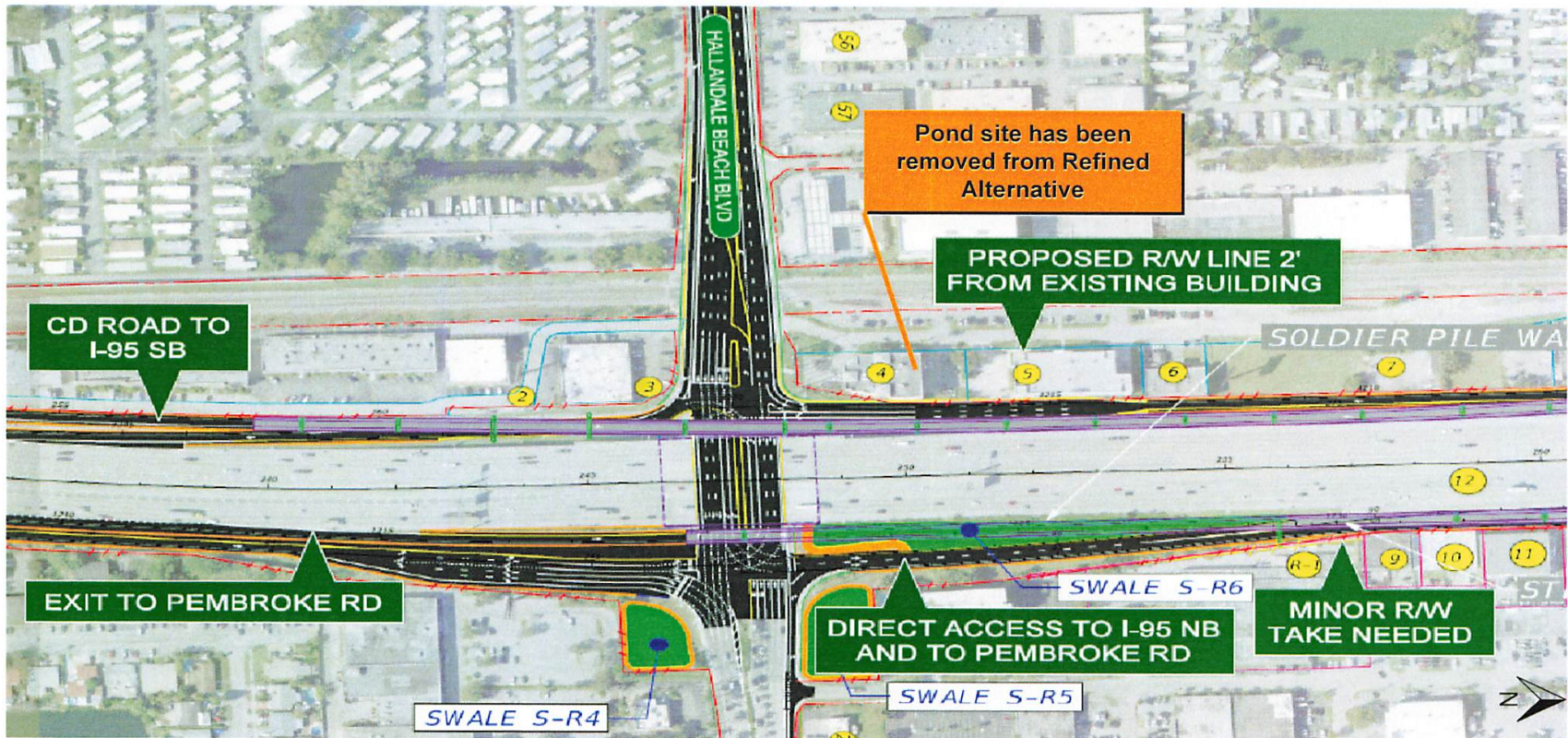
EXISTING
CONDITIONS



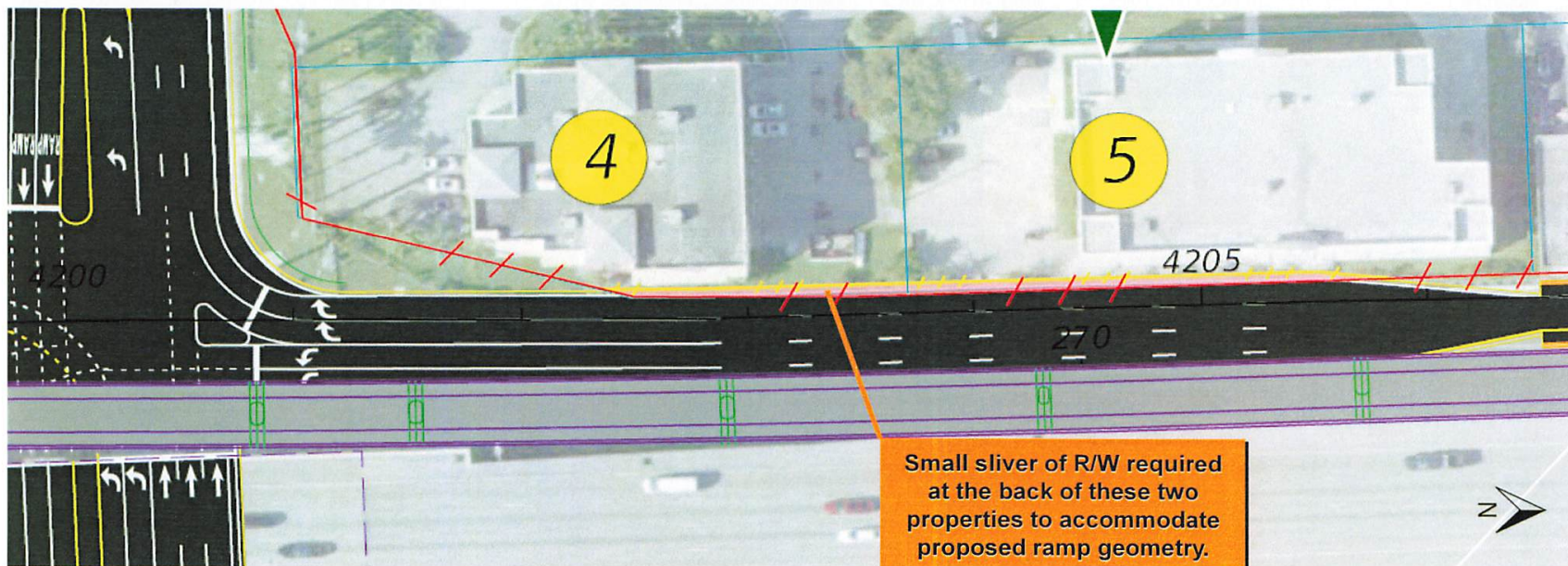
PROPOSED
CONDITIONS



Refined Alternative – Hallandale Beach Boulevard Interchange

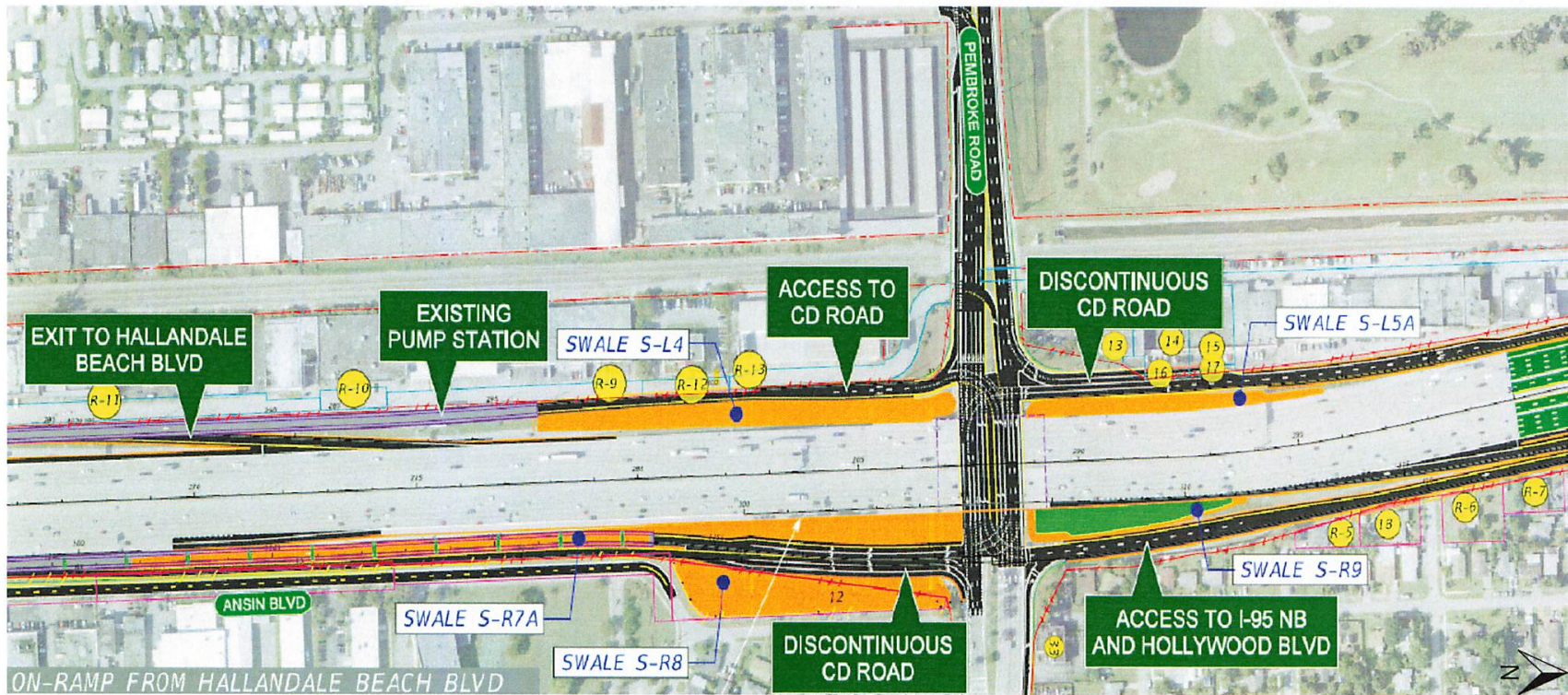


Eminent Domain Ordinance



- FDOT urges the Town to consider adopting an eminent domain ordinance that establishes a formal and orderly process and allows for a proper and sound evaluation of impacts and non-conformities caused by partial acquisitions
- Ultimately, the goal is to limit impacts, to the greatest extent possible, to land and business owners to **promote the continued use and operation of impacted properties and businesses, thus maintaining the ad valorem property base.**

Refined Alternative – Pembroke Road Interchange



Goal of Refinements to PD&E Preferred Alternative



- Our goal is to receive a Resolution from the Town of Pembroke Park in support of the project based on the design refinements that we have made in collaboration with the Town.
- FDOT is also seeking for the Town to adopt an eminent domain ordinance thus promoting the continued use and operation of impacted properties and businesses and maintaining the ad valorem property base.
 - Samples of ordinances from other municipalities will be provided to staff for review and guidance to implement.

Questions / Comments



ORDINANCE NO. 2024-006

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA; AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES ENTITLED “ZONING”; AMENDING ARTICLE V ENTITLED “NONCONFORMING USES” TO CREATE SECTION 28-347 ENTITLED “NONCONFORMING USES CREATED BY GOVERNMENTAL ACQUISITIONS OF PRIVATE PROPERTY”; PROVIDING FOR DEFINITIONS; PROVIDING FOR ADOPTION OF A POLICY AND PROCEDURE CONCERNING NONCONFORMITIES CREATED BY GOVERNMENTAL ACQUISITION OF PRIVATE PROPERTY INCLUSIVE OF A VARIANCE MECHANISM TO CURE NONCONFORMITIES; PROVIDING THE TOWN MANAGER OR TOWN MANAGER’S DESIGNEE TO TAKE NECESSARY STEPS TO ENFORCE APPLICABLE BUILDING AND SAFETY CODES ON PROPERTIES THAT ARE SUBJECT TO A PENDING GOVERNMENTAL ACQUISITION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park (“Town Commission”) desires to adopt a policy to address land use non-conformities (the “Nonconformities”) which are created by the acquisition of private property for transportation facilities or other public purposes by governmental entities (the “Governmental Acquisitions”); and

WHEREAS, the Town of Pembroke Park (“Town”) wishes to provide a means to cure such non-conformities, mitigate the impact of Governmental Acquisitions upon continued operations of business, and reduce the expenditure of public funds for severance damages and other costs of Governmental Acquisitions, while preserving traffic and pedestrian safety and enhancing the aesthetic characteristics of the Town; and

WHEREAS, the Town Commission has determined that adopting a policy to address Nonconformities created by the acquisition by governmental entities of private property for transportation facilities or other public purposes is in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF

THE TOWN OF PEMBROKE PARK, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing “Whereas” clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Intent and Purpose.

The purpose of this Ordinance is to provide a mechanism for the Town to grant variances in those situations in which private property has been subjected to the eminent process either through acquisition by formal eminent domain proceedings or through negotiation as a viable and fair means of mitigating the adverse impact to such property as a result of the acquisition process, and to allow for the continued use of property in a manner, to the greatest extent feasible, similar to its pre-acquisition condition.

Section 3. Section 28-347 of the Town’s Code of Ordinance is created as follows:

Section 28-347.- Nonconforming uses created by governmental acquisitions of private property.

(a) Definitions

- (1) Acquiring Authority shall mean the governmental entity proposing to acquire private property for public transportation or other public purposes pursuant to eminent domain proceedings or pursuant to negotiation in lieu of or under threat of the power of eminent domain. Acquiring authorities include, but are not limited to, the Town, Broward County (“County”), the Federal Department of Transportation (“FDOT”) or other condemning authority.
- (2) Town shall mean the Town of Pembroke Park.
- (3) Cure shall mean a variance granted pursuant to this Ordinance, which authorizes the continued use and enjoyment of private property, as a lawful use, subsequent to the creation of a Nonconformity by an Acquiring Authority.
- (4) FDOT means the Federal Department of Transportation or successor entity.
- (5) Nonconformity means the failure of a lot, parcel, structure or use to comply with the requirements of the Land Development Code including, but not limited to, motor vehicle parking, landscaping, setbacks, lot size, or other criteria, which failure is caused or increased by acquisition of private property by an Acquiring Authority.

(b) Procedures for Governmental Takings and Cure Plans. The following procedures shall apply to governmental takings and related cure plans:

(1) Structures, Lot Size and Land Use Made Illegal as a Result of Governmental Acquisition. In the event that an Acquiring Authority acquires private property for a public transportation facility or other public purpose or facility and the acquisition results in the increase of or the creation of a Nonconformity, such private property shall constitute an illegal non-conforming use unless a site plan modification is approved in accordance with this Section.

(2) Authority and Procedures to Apply for a Site Plan.

(a) The Acquiring Authority and the property owner are each hereby granted the authority to apply for a site plan or site plan amendment to cure Nonconformities, pursuant to this Section. An application may be made prior to or after the creation of the Nonconformity.

(b) Procedures to apply for site plan approval shall conform with Chapter 28 of the Town's Code of Ordinances. Additional procedures shall be followed for a full review as set forth in paragraph (b) of said section and as made applicable to the Town. An application for final site plan approval shall include a development plan that meets the submission requirements set forth in paragraph (c). Additionally, revision of the site plan, withdrawal of the site plan application, issuance of development orders, and the effective period of final site plan approval shall all comply with Chapter 28 of the Town's Code of Ordinances.

(3) Authority to Grant Site Plan Approval. The Town Administrator or designee shall have the authority to approve site plans to cure Nonconformities, pursuant to this Section.

(4) Standard for Approval or Denial of Site Plans. Existing lots, parcels, structures or uses which become or will become Nonconforming or suffer an increase in Nonconformity as a result of governmental acquisition by an Acquiring Authority, shall submit a site plan that amends the existing conditions of the site. The amended site plan shall meet the Town's Zoning and Land Development Code requirements or the applicant may request a variance.

(5) Status of Lots, Parcels, Structures, or Uses After Site Plan Approval. The approval of a site plan shall serve to cure the Nonconformity, subject to implementation of the site plan in accordance with the specific approval granted and in accordance with any conditions imposed upon the site plan.

(c) Code Violations

- (1) The provisions of this Ordinance shall not be interpreted to allow for the continued existence of building or safety code violations that are determined to be an immediate threat to the public health, safety or welfare.
- (2) The Town Administrator or designee is hereby authorized to take any necessary steps necessary to enforce all applicable building and safety codes even though the subject property is part of a pending governmental acquisition.

Section 4. Conflict.

All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 5. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Inclusion In Code.

It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the Town of Pembroke Park and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that

Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 7. Effective Date.

This Ordinance shall become effective upon adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF _____, 2024.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF _____, 2024.

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Town Attorney

VOTE

ASHIRA MOHAMMED

GEOFFREY JACOBS

MUSFIKA KASHEM

WILLIAM R. HODGKINS

ERIK MORRISSETTE

ORDINANCE NO. 2024-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM A REVISED TOWN CHARTER FOR THE TOWN OF PEMBROKE PARK WHICH, IF APPROVED BY A MAJORITY OF THE QUALIFIED ELECTORS OF THE TOWN VOTING IN SUCH REFERENDUM ELECTION, WOULD REPLACE, IN ITS ENTIRETY, THE EXISTING THE CHARTER OF THE TOWN APPROVED BY THE FLORIDA LEGISLATURE AS CH. 59-1722, LAWS OF FLORIDA, FILED ON JUNE 20, 1959, AS AMENDED; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK, ON THE NOVEMBER 5, 2024 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the Town of Pembroke Park, Florida; and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the Town Commission of the Town of Pembroke Park, Florida, in an ordinance format; and

WHEREAS, in August 2021, the Town's first charter review committee convened and spent over a year reviewing various aspects of the Town Charter and considering input from the Town's professional staff and consultants; and

WHEREAS, the Town Commission has held a public hearing in accordance with Florida law; and

WHEREAS, the Town Commission seeks to put to referendum an amended charter which embraces the commission-manager form of government; and

WHEREAS, the Town Commission deems the proposed revised Town Charter, as detailed herein, to be 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 upon adoption hereof.

Section 2. Subject to referendum approval, the Town Charter adopted by the Florida Legislature as Ch. 59-1722, filed with the Secretary of State on June 20, 1959, is hereby repealed and replaced with the proposed Town Charter attached hereto as Exhibit "A" and incorporated herein.

Section 3. The Ballot Title shall be as follows:

ADOPTION OF A NEW TOWN CHARTER TO REPLACE THE EXISTING 1959
TOWN CHARTER

Section 4. At the General Municipal Election on November 5, 2024, the following question shall be placed on the ballot for consideration by the qualified electors of the Town of Pembroke Park, Florida, and shall read as follows:

The current 1959 Charter, as amended, provides for a commission form of government with elected officials responsible for the daily operation of the Town. Shall the Charter be repealed and replaced with new Charter establishing a commission-manager form of government whereby a professional manager shall be responsible for the daily operation of the Town, along with a mayor and four district commissioners elected at-large and serving staggered four-year terms, among other changes?

YES ☐ NO ☐

Section 5. **Advertisement.** The Town Clerk of the Town of Pembroke Park is

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existing law; words in underlined type are additions

hereby authorized and directed to advertise the referendum election contemplated herein all in accordance with the Code of Ordinances of the Town of Pembroke Park, Florida, as well as the State of Florida Election Code.

Section 6. **Codification.** 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 7. **Severability.** If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 8. **Conflicts.** 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 9. **Effective Date.** This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2024.

**PASSED AND FINAL ADOPTION on Second Reading this __ day of _____,
2024.**

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CODING: Words in ~~struck through~~ type are deletion from
existing law; words in underlined type are additions

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN MARTELL
Town Clerk

Approved As To Legal Form:

JACOB G. HOROWITZ
Town Attorney

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Page 4 of 4 Pages

EXHIBIT “A”
PROPOSED CHARTER

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existing law; words in underlined type are additions

Page 5 of 4 Pages

PART I CHARTER

PREAMBLE

The citizens of the Town of Pembroke Park, in order to protect the health, welfare and safety of its residents, and promote honorable, efficient and responsive government, hereby adopt this charter in accordance with the Constitution and Laws of Florida. The Town of Pembroke Park shall be organized as the "commission-manager" form of government.

ARTICLE I. POWERS OF THE TOWN

Section 1.01. Creation and powers.

A municipal corporation to be known as the Town of Pembroke Park was created and established in Broward County, Florida, on June 20, 1959 via Chapter 59-1722, Laws of Florida, and as such shall have perpetual succession. Said municipal corporation shall have and use a common seal and may change the same at its pleasure. A Home Rule Charter for the Town of Pembroke Park was adopted by Ordinance No. _____ on _____, and approved by the voters of the town on pursuant to the requirements and provisions of F.S. Ch. 166, (the Municipal Home Rule Powers Act).

The Town of Pembroke Park shall have all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, render municipal services, and may exercise any power for municipal purposes except when expressly prohibited by law, pursuant to Section 166.021, Florida Statutes and Article VIII of the State Constitution.

Section 1.02. Intergovernmental relations.

The town may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with any one or more states or civil divisions or agencies thereof, including Florida and its civil divisions and agencies, or the United States or any agency thereof.

Section 1.03. Extraterritorial powers.

All extraterritorial powers conferred upon the Town of Pembroke Park by general or special act prior to the adoption of this charter shall remain in full force and effect until repealed by ordinance or by amendment to this charter.

Section 1.04. Legal construction.

The powers of the town shall be construed liberally in favor of the town, limited only by the Constitution, general law and specific limitations contained herein. Special acts pertaining to the jurisdiction and exercise of powers by this town shall be considered amendments to this charter, and, pursuant to the provisions adopted for incorporation of other charter amendments, shall be incorporated as official amendments to this charter.

Section 1.05. Preservation of Mobile Home Communities

Mobile home communities provide a unique living environment which is enjoyed by numerous residents in the Town. It is the intention of the Town residents that the mobile home communities shall continue to exist in perpetuity under the current zoning regulations. No amendment to the Town Ordinances that changes the actual zoning map designation of a parcel or parcels of land, changes the actual list of permitted, conditional or prohibited uses, or in any manner modifies the zoning regulations within the T-1 Mobile Home Park Zoning District shall become effective unless the amendment shall be approved by Sixty-Five Percent (65%) of the electors of the Town voting in an election called for the purpose of amending the T-1 Mobile Home Park Zoning District.

Notwithstanding the foregoing conditions for amendment of the T-1 Mobile Home Park Zoning District, this section shall not require the approval of the electors of the Town for the Town Commission to change the zoning classification of a parcel or parcels of real property located in the T-1 Mobile Home Park Zoning District to a classification other T-1 Mobile Home Park Zoning District when the request for change of the zoning classification has been submitted by the owner of the parcel or parcels of real property.

ARTICLE II. CORPORATE LIMIT

Section 2.01. Description of corporate limits.

The territorial boundaries of said Town of Pembroke Park shall be as follows:
[The territorial boundaries of the Town are on file in the Town Clerk's office.]

ARTICLE III. LEGISLATIVE

Section 3.01. Town commission, composition, ~~and term~~ and districts.

- (1) There shall be a town commission, with all the legislative powers of the town vested therein, consisting of ~~five (5) members, one (1) mayor and four (4) district commission members, all elected at-large by the electors of the Town. Each district commission member shall be elected from one of four (4) geographic districts within the Town, one of whom shall be the mayor, who shall be electors of the town.~~ Commencing with the election in March 2027, candidates shall qualify and run at-large for the offices of Mayor, Commissioner Seat-District 1 and Commissioner Seat-District 2, Commissioner Seat-District 3 and Commissioner Seat-District 4.
- (2) Any individual seeking election as the mayor or district commissioner shall pay a filing fee and shall file with the Town Clerk a written notice of candidacy stating the designated district or position on the commission to which the individual seeks to be elected, in accordance with Section 3.07 of this Charter. Candidates for mayor shall have resided within the town for at least one (1) year prior to qualifying as a candidate for office. ~~and~~ Candidates for each district commissioner shall be electors and residents of the

town and shall have resided continuously within the town-district they seek to represent for at least one (1) year prior to qualifying as a candidate for office. All qualified voters of the town may cast one (1) vote for a candidate for mayor and one (1) vote for a candidate for election for each commission seat for each district commissioner. The individuals receiving the highest number of votes for mayor and for each district commissioner seat shall be duly elected to serve as a member of the town commission.

(3) Term. Commencing with the election in March 2027, the individual elected to serve as mayor, the individual elected to represent Commission Seat-District 1 and the individual elected to represent Commission Seat-District 2 shall be elected to a four (4) year term. In order to provide for staggered terms on the Town Commission, commencing with the election in March 2027, the individual elected to represent Commission Seat-District 3 and the individual elected to represent Commission Seat-District 4 shall be elected to a two (2) year term. Commencing with the election in March 2029~~34~~, the term of office for all members of the Town Commission shall be four (4) years or until his/her successor shall be qualified and elected.

(4) Commission Districts. Following the adoption of this Charter by the electors of the Town, the Town of Pembroke Park shall be divided into four (4) election districts. The geographic boundaries of the four (4) election districts shall be comprised of roughly equal populations, and shall be compact, proportional and logically related to the natural boundaries of the neighborhoods within the Town. The principals of nondiscrimination and one person/one vote shall be strictly adhered to.

(3)(5) Redistricting. Following the decennial census in 2030, and every ten (10) years thereafter, or sooner if it is determined by the Commission that districts have become unbalanced due to population shifts, the Town Commission shall contract with an accredited four (4) year college or university located within the State of Florida for the purpose of identifying and designating the four (4) election districts within the Town. The Town Commission shall adopt the redistricting plan, provided that the plan incorporates the principals of nondiscrimination and fairness set forth above. In the event that an elected district commission member no longer resides in the district from which he or she is elected as a direct result of the revisions to district boundaries in accordance with this section, that commission member shall complete his or her term. Nothing contained in this section shall be construed to alter residence requirements for any candidate including incumbents, during subsequent regular elections.

Section 3.02. Elections.

- (1) General Municipal Elections. General municipal elections shall be held on the first Tuesday following the first Monday in March, commencing with the year 2027, and every four (4) years thereafter.
- (2) Special Elections. Special town elections may be held to fill vacancies on the town commission, to submit to referendum proposed amendments to the Town Charter, bond proposals, initiative and referendum proposals and other issues requiring the expression of voter opinion; and to comply with the recall provisions of general law.
- (3) Except as otherwise provided by this charter, the provisions of the general and special election laws of the State of Florida and Broward County shall apply to elections held under the charter. All elections provided for by the charter shall be conducted in accordance with the Florida Election Code and by the election authorities established by law.
- (4) For the conduct of town elections, for the prevention of fraud in such elections and for the recount of ballots in cases of doubt or fraud, the commission may adopt, by ordinance, other election regulations which it considers desirable, consistent with law and this charter.

Section 3.03. Oath of office.

Before entering upon the duties of their respective office, all elected officers shall each take and subscribe to the following oath: "I do solemnly swear or affirm that I am a registered voter and a resident in the Town of

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Pembroke Park, as shown by public records of Broward County, Florida. I further swear that I will support, protect and defend the Constitution and Government of the United States, and the Constitution of the State of Florida, and the charter and ordinances of the Town of Pembroke Park, and that I will well and faithfully perform the duties of my office of the said town upon which I am about to enter, so help me God."

Section 3.04. Mayor.

- (1) *Mayor.* The mayor shall be an elector of the town elected to a four (4) year term by the electors of the town. The mayor shall have equal voice and vote in the proceedings of the town commission, shall preside at commission meetings, shall be recognized as head of town government for all ceremonial purposes, by the Governor for purposes of military law, for service of process, signing of contracts, deeds and other documents except as otherwise provided, and as the town official designated to represent the town in all agreements with other governmental entities or certifications to other governmental entities as approved by the town commission; but shall have no administrative duties except as required to carry out the responsibilities herein.
- (2) *Mayoral Absence.* During the absence or disability of the mayor the vice mayor shall act as mayor. In case of the death, resignation or removal of the mayor, the vice mayor, shall serve as mayor until such time as the office shall be filled according to the provisions set forth in Section 3.08 for vacancies.

Section 3.05. Vice Mayor.

The town commission, at the first regularly scheduled meeting in April of each year, shall elect, by majority vote a member of the commission to serve a vice mayor. The vice mayor shall have the privileges, powers and duties of the mayor in the mayor's absence or disability. A vacancy on the commission created by the death, resignation, removal or elevation of the vice mayor to mayor shall be filled in accordance with the provisions of Section 3.08 of this Town Charter.

Section 3.06. Compensation; expenses.

- (1) The town commission may determine any change in the monthly salary of the mayor and commissioners by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of commissioners elected at the next ~~regular-general~~ municipal election.
- (2) Any benefit plans to be provided to the mayor and commissioners shall first be established by ordinance, said ordinance to be effective immediately upon its passage and final adoption.
- (3) The mayor and commissioners shall receive their actual and necessary expenses incurred in the performance of their duties of office.

Section 3.07. Filing fees and notice of candidacy.

Any candidate seeking election as a member of the town commission shall file with the town clerk a written notice of candidacy, stating the designated ~~position or district~~ commission ~~seat~~ to which they seek to be elected, and a statement that the candidate will serve if elected. The filing of such notice shall be done pursuant to the same timeframes as candidates who qualify for county offices as provided in F.S. § 99.061(2). At the time of filing such notice, the candidate shall pay a non-refundable filing fee of twenty-five (\$25.00). Candidates shall also be required to pay the state election assessment as required by F.S. § 99.093.

Section 3.08. Vacancies, forfeitures of office, filling of vacancies.

- (1) *Vacancies.* The office of Mayor ~~or a District~~ Commission member shall become vacant upon his/her death, resignation, removal from office in any manner authorized by law or forfeiture of his office, such forfeiture to be declared by the remaining members of the Commission.

- (2) *Forfeiture of office.* A member of the commission shall forfeit his/her office if said person, (a) lacks any qualifications for the office prescribed by this Charter or other applicable law including § 100.361, Florida Statutes, (1989) as may be amended from time to time; or (b) is convicted of a felony while in office, or (c) fails to attend four consecutive regular meetings of the Commission ~~and fails to notify the Town Clerk of such absences, unless such absences are each excused by motion setting forth the reason for the absence duly entered upon the minutes.~~ A member charged with conduct constituting grounds for forfeiture of his/her office shall be entitled to a public hearing on demand and notice of such hearing shall be published in one or more newspapers of general circulation in the Town at least one week in advance of the hearing.
- (3) *Filling of vacancies.* Unless otherwise provided by law, if a vacancy occurs on the Town Commission, the remaining members of the Town Commission may, by majority vote, appoint a qualified individual to fill the vacancy on an interim basis. The Town Commission shall adopt a resolution setting forth the process of appointing an interim member of the Town Commission pursuant to this section.
- (a) Appointment. If there are less than one hundred eighty (180) days before the next general municipal election, then the interim commission member appointed to fill the vacancy shall serve until the next general municipal election. If there are more than one hundred eighty (180) days before the next general municipal election, then the Town Commission shall conduct a special election to fill the vacancy. The special election shall take place as soon as practicable, but no more than one hundred eighty (180) days from the date that the vacancy occurred, subject to the concurrence of the Broward County Supervisor of Elections. The individual elected to fill the vacancy at either the next general municipal election or a special election called for that purpose shall only serve the remaining unexpired term of the Commission member whose position became vacant.
- (b) In the event of a vacancy in the position of Mayor, the Vice Mayor shall forthwith commence to serve as acting Mayor until the Mayor's position is filled pursuant to this section. When the Vice Mayor becomes acting Mayor, the remaining members of the Town Commission shall appoint a qualified individual to serve as interim Commissioner. Once the vacancy in the position of Mayor is filled, the Vice Mayor shall return to his or her seat on the commission and the individual appointed to serve as interim Commissioner shall be removed from office.
- (c) In the event of the death, resignation, or removal of the Vice Mayor, the commission shall, by majority vote, elect one (1) of the commissioners to serve the remaining balance of the Vice Mayor's term, and the vacancy on the commission shall be filled in accordance with this section.
- (4) *Extraordinary vacancies.* In the event that a majority of the members of the commission are removed by death, disability, law or forfeiture of office, the governor shall make interim commission appointments and the commission shall call a special election as provided in Subsection 3(a) above and such election shall be held in the same manner as the election held pursuant to the previous Town Charter.

Section 3.09. Prohibitions.

- (1) *Holding other office.* Except where authorized by law, no mayor or commissioner shall hold the position of town manager or any other town office, town employment, or other elected public office during the term for which said person was elected mayor or to the commission, and no former mayor or commissioner shall hold any compensated appointive town office or town employment until one (1) year after ~~the official leaves public office, the expiration of the term for which said person was elected as mayor or to the commission.~~
- (2) *Oversight of administration.* Except for the purpose of inquiries and investigations, the commission or its members shall deal with Town officers and employees who are subject to the direction and supervision of the Town Manager solely through the Town Manager, and neither the commission nor its members shall give

orders to any such officer or employee, publicly or privately. Nothing in the foregoing is to be construed to prohibit individual members of the commission from examining by question and personal observation all aspects of Town government operations so as to obtain independent information to assist the members in the formulation of policies to be considered by the commission and assure the implementation of such policies as have been adopted. It is the express intent of this provision, however, that such inquiry shall not interfere directly with the regular municipal operations of the Town and that recommendations for change or improvement in Town government operations be made to and through the Town Manager.

Section 3.10. Procedure and meetings.

- (1) *Organization.* ~~On the first WednesdayAt the first regular meeting of the Town Commission~~ following the receipt of certified election results from the Supervisor of Elections an organizational meeting of the Town Commission shall be held for the purpose of swearing in the newly-elected commissioners members shall take the Oath of Office and assume the duties of their office.
- (2) *Regular.* The commission shall meet regularly at such times and places as shall be specified by resolution. The commission shall endeavor to meet no less than monthly; however, a majority of the commission may establish the commission's regular meeting schedule. All meetings, formal or informal, of the town commission, all committees and all boards, elective or appointive, administrative or advisory, shall be conducted in open session and the press and public shall be permitted to attend any of such meetings, except such private, executive sessions as may be permitted by law.
- (3) *Special.* Special meetings may be held on the call of the mayor or of a majority of the members of the commission upon no less than forty-eight (48) hours' notice to each member, the town manager, town clerk, town attorney and the public.
- (4) *Workshop.* In addition to regular and special meetings, the commission may decide to hold workshop meetings for information on, and discussion of, municipal and related matters, which meetings may be conducted like regular meetings except that no resolutions or ordinances may be adopted or other action taken at a workshop meeting. The quorum of the commission is not required for the holding of a workshop meeting.
- (5) *Emergency.* Emergency meetings may be held on the call of the mayor or of a majority of the members of the commission, whenever there is a public emergency affecting life, health, property or the public peace, and whenever practicable, upon no less than four (4) hours' notice to each member and the public.
- (6) *Rules and journal.* The commission shall determine its own rules and order of business and shall provide for keeping a written record or journal of its proceedings. In the absence of rules and procedures established by the town Commission, meetings of the commission shall be subject to Robert's Rules of Order, as may be amended from time to time.

Section 3.11. Initiative, referendum, recall.

Citizens of the town shall have the power to propose ordinances, excluding any which may extend to the budget or capital program or any ordinance relating to the appropriation of money, levy of taxes or salaries and/or terms and conditions of employment of town officers or employees, bond resolutions, bond ordinances, and to seek the removal of elected officials, and to adopt or reject such ordinances or removal of elected officials at a town election. Such proposals for initiative, referendum and recall shall be made in accordance with the provisions of F.S. Ch. 100, as same may be amended from time to time.

ARTICLE IV. ADMINISTRATION

Section 4.01. Town manager.

There shall be a town manager who shall be the chief administrative officer of the town, who shall serve at the will and pleasure of the town commission. The town commission shall, by ordinance, resolution, or employment contract, establish a job description for the office of town manager and shall provide standards for the work schedule and terms and conditions of employment of the town manager, which shall be consistent with the town manager's duties and responsibilities under the town charter and with the town manager's exempt status as a full-time, salaried, executive employee under the federal Fair Labor Standards Act.

- (1) *Appointment and removal.* The town manager shall be appointed or removed by motion or resolution adopted by ~~at least a four-fifths (4/5) supermajority~~ a majority of the full commission.
- (2) *Qualifications.* The town manager shall have a combination of a Bachelor's degree in Public Administration, Business Administration, or other related fields from an accredited college or university and three (3) years' public administration experience; or ten (10) years' experience in public administration, with at least three (3) years' experience in a town manager or assistant town manager position, which is credentialed by the International City Management Association. For purposes of this section "other related field" shall mean the type of degree possessed by any department head who reports to the town manager, including, but not limited to a degree in engineering or public finance.
- (3) *Acting town manager.* By letter filed with the commission the town manager shall designate, subject to approval of the commission, a qualified town administrative officer to exercise the powers and perform the duties of manager during his/her temporary absence or disability. During such absence or disability, the commission may revoke such designation at any time and appoint another officer of the town to serve until the manager shall return or their disability shall cease.
- (4) *Powers and duties.* The town manager shall be the chief administrative officer of the town. The manager shall be responsible to the commission for the administration of all town affairs placed in his or her charge by or under this charter. The manager shall have the following powers and duties:
 - (a) The Town Manager is in charge of and responsible for overseeing the Town's compliance with including, but not limited to, all federal, state, county and local laws, statutes, ordinances, resolutions, policies and procedures.
 - (b) To see that the policies and directions of the Commission with respect to the administration and operation of the Town are followed.
 - (c) To attend all meetings of the Commission.
 - (d) To oversee the agenda for all meetings of the Commission including, but not limited to, special and workshop meetings.
 - (e) To keep the Commission fully advised as to the financial condition, management, governance and related needs of the Town.
 - (f) To recommend to the Commission for its consideration such measures as he or she may deem necessary, expedient or otherwise in the Town's best interests.
 - (g) The Town Manager is in charge of, responsible for, and accountable to the Town Commission for the day to day operations of all departments, and shall prepare a written monthly report to the Town Commission as to the operations of same.
 - (h) To perform research and prepare reports as may be assigned by the Commission.

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- (i) To conduct management and cost studies on Town activities and make recommendations for revision where necessary.
 - (j) To serve as the affirmative action program coordinator.
 - (k) To assist the Town staff and Town consultants in making application for Federal and State grants as directed by the Commission.
 - (l) To maintain liaison and communication with other local governments and other levels of government as directed by the Town Commission.
 - (m) To coordinate the activities of all department and division heads to ensure the efficient operation of the Town government as directed by the Commission.
 - (n) To keep the Town Commission fully advised as to the financial conditions and needs of the Town at such times and in such detail as necessary, but at a minimum on a monthly basis.
 - (o) The Town Manager shall prepare and submit an annual budget to the Town Commission for its consideration.
 - (p) To investigate and determine whether purchases of current supplies and contractual services are made in accordance with regulations prescribed by state law, Town charter and ordinance, and whether competitive procurement procedures are maintained in a fair and impartial manner.
 - (q) To hold such staff meetings and perform such other functions as are required to carry out the duties as outlined above.
 - (r) To perform such other duties as may be required of him or her by ordinance, resolution, or other direction of the Commission.

Section 4.02. Town clerk; appointment and duties.

- (1) *Appointment.* The town ~~manager-commission~~ shall appoint the town clerk when a vacancy exists.
- (2) *Duties.* The town clerk shall be the official custodian of the town 's seal and of all town records and papers of an official character; the town clerk shall give notice of commission meetings as provided by law; shall attend all meetings of the town commission; shall keep minutes of its proceedings, the correctness of which shall be approved by the commission and certified by the town clerk and the presiding officer at such meeting; sign all ordinances and resolutions and record them in full in books kept for such purposes, and shall perform such other duties as are required by law, this charter or the town manager.

Section 4.03. Town attorney

- (1) There shall be a Town Attorney of the Town, appointed or removed, by ~~at least a four-fifths (4/5) supermajority-affirmative vote~~ majority vote of the Town Commission, who shall serve as chief legal advisor to the commission, the town manager and all town departments, office and agencies and who shall assure that the town is represented in all legal proceedings and perform any other duties prescribed by this Charter or by ordinance. The Town Attorney may be an individual employed in such capacity or a law firm retained for the purpose of representing the town as Town Attorney.
- (2) *Qualifications and Compensation:* The Town Attorney shall be a member in good standing of the Florida Bar with at least ten (10) years of experience and practice in the courts of the State of Florida. The Town

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Attorney shall receive such compensation as the Town Commission may fix by resolution. Neither the Town Attorney nor any of his or her assistants shall receive any compensation in connection with the performance of the duties of the office other than the amounts paid directly by the Town for services rendered to the Town. The Town Commission may, by resolution, authorize one (1) or more special counsel to be retained for the purpose of performing such legal duties as may be prescribed by said resolution. Each such resolution shall further prescribe the compensation to be paid the special counsel.

- (3) Duties: The Town Attorney or his or her designee shall:
- (a) To act as legal counsel and advisor to the Town Commission and Town Manager, as well as to Town departments, boards, and committees, and to provide legal opinions where warranted in the performance of such function.
 - (b) To prepare or review ordinances, resolutions, contracts, and other legal instruments, and to approve as to form and legal sufficiency.
 - (c) To file, prosecute or defend, for and on behalf of the Town, all complaints, suits, code violations, enforcement actions, offenses and controversies to which the Town is a party, or to which it is in the Town's interests to become a party, before any court or other tribunal; to file suit where expressly authorized by the Pembroke Park Code of Ordinances. The approval of the Town Commission shall be sought before filing suit, except where immediate action is warranted, in which case the Town Attorney, with the approval of the Town Manager, may act in the best interest of the Town, and will promptly notify the Town Commission of such legal action.
 - (d) To file amicus curiae briefs or intervene in actions already pending on behalf of the Town where the Town Attorney determines that the Town has an interest in such proceedings and where such action is warranted to protect the Town's interests.
 - (e) To represent or provide for the representation of Town officers and employees where required by law or where otherwise appropriate, and where such officers and employees are sued based on actions taken in their official capacities. This authority does not limit any right to indemnification as established elsewhere in this Code.
 - (f) To settle disputes and sign settlement agreements on behalf of the Town consistent with settlement authority as designated by applicable law or by resolution of the Town Commission unless such authority is provided to the Town Manager or another Town officer under the Town Charter, this Code, or zoning code.
 - (g) To attend and speak at meetings of the Town Commission or any Town board.
 - (h) To interpret the Town Charter, this Code, and zoning code on behalf of the Town.
 - (i) To renumber or make corrections to ordinances, resolutions, this Code and the zoning code where appropriate to address scrivener's and typographical errors, to delete provisions that have been superseded or preempted by applicable law, and to improve the format by moving provisions within and between the ordinances, resolutions and code.
 - (j) To issue cease and desist letters in accordance with the provision of this Code relating to cease and desist letters.

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- (k) To act as parliamentarian and to make rulings on matter of parliamentary law.
- (l) To prosecute municipal ordinance violations, to coordinate with prosecutorial entities, and to name a Town Prosecutor to carry out those functions.
- (m) To exercise all other authority granted to the Town Attorney in the Town Charter, this Code, and zoning code.

Section 4.04. Commission Auditor

The Town Commission shall appoint or retain, by an affirmative vote of ~~at least four-fifths (4/5)~~ a majority of the full Commission, a charter officer of the Town who shall have the title of Commission Auditor. The Commission Auditor shall serve at the pleasure of the Commission. The Commission Auditor shall submit an Annual Audit Plan at the beginning of each fiscal year which shall be adopted by a majority vote of the Town Commission and which may be amended from time to time by a majority vote of the Town Commission. The Commission Auditor shall, from time to time, perform independent and objective audits or reviews of financial, compliance and operational activities of the Town and the Town's contractors, licensees and franchisees. Audits or reviews performed by the Commission Auditor shall analyze and evaluate financial management systems and operational controls and procedures of the Town to develop recommended policies and procedures. The Commission Auditor shall also respond to questions by the Town Commission or the Town Manager and perform such other duties as may be imposed or required by ordinance, resolution or direction of a majority of the Town Commission. In furtherance of their duties and responsibilities under this section, the Commission Auditor shall have unrestricted access to the Town's records and staff. Nothing contained in this section shall adversely impact the position of the Town Manager, as set forth in Section 4.01 of the Town Charter.

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ARTICLE V. FINANCIAL PROCEDURES

Section 5.01. Fiscal year.

The fiscal year shall begin annually on the first day of October and shall end on the last day of September. Unless the fiscal year is changed by general law at which time the town 's fiscal year will change to reflect conformance with general law.

Section 5.02. Submission of budget and message.

The manager shall, on or before July 30 of each year, submit to the commission a budget for the ensuing fiscal year, together with a message, which shall outline proposed financial policies; describe important features of the budget; explain any major changes from the current year in financial policies, expenditures and revenues; summarize the town 's current and overall financial and debt position and include such other material as he deems desirable, and as the commission or Charter may require.

Section 5.03. Form and content of budget.

- (1) The general fund budget shall be presented on an accrual basis for expenditures and on a modified accrual basis for revenues, and shall provide a complete financial plan of all funds and activities for the ensuing fiscal year, and shall contain such details and be in such form as may be required by law and by

the commission. Also, it shall show comparative figures of expenditures and revenues for the current and past fiscal year detailed to show the increase and decrease in dollars. The total of estimated expenditures shall not exceed the total of estimated revenue and appropriated fund balance.

- (2) No more than five (5) percent of expenditures of the general fund budget may be included in the budget for contingencies that may not have been included or which may have been underestimated in the proposed expenditures. This figure does not include unappropriated surplus.
- (3) The town shall adopt formal budgets for all other funds when it deems such budgeting to be consistent with generally accepted accounting principles or when required by law.

Section 5.04. Capital program.

The Town of Pembroke Park shall prepare and maintain a capital program pursuant to F.S. Ch. 163, the "Local Government Comprehensive Planning and Land Development Regulation Act."

Section 5.05. Commission action on budget.

The town commission is hereby required to comply with State law in the preparation of and the adoption of the annual budget. Specifically, the commission is to follow all requirements set forth in Chapters 200, "Determination of millage", and 218, "Financial matters pertaining to political subdivisions."

Section 5.06. Public records.

Copies of the budget and the capital program as adopted shall be public records, and shall be made available to the public in accordance with State law.

Section 5.07. Deposit and investment of town funds.

- (1) *Town depositories.* The commission shall, from time to time, in its discretion, designate banks or trust companies as town depositories. The commission may, as provided by law, establish rules and regulations governing the deposits, withdrawals of funds, security to be deposited by the depository and other safeguards.
- (2) *Deposit of town funds.* All fees and monies collected and received by officers and employees shall on the date of receipt be given to an appropriate town officer for deposit in the town depositories no later than the next working day.
- (3) *Investment of town funds.* Any town funds on deposit not currently needed for public purposes, shall be invested in instruments or institutions as authorized by Florida Statutes.

Section 5.08. Signatures to bonds and checks issued by the town.

All bonds and checks which are issued by the town shall be signed by the mayor and town manager, or as may be determined by ordinance.

Section 5.09. Independent audit of town accounts.

The town commission shall provide for an independent annual audit of all town accounts, as required by F.S. § 218.39, as amended, and may provide for more frequent or special purpose audits as the town commission

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deems necessary. Such audits shall be made by a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the town government or any of town 's officers. No certified public accountant or partner at a firm of such accountants who is responsible for the town's audit shall participate in the town's audit if that individual has performed audit services for the town in each of the five (5) previous fiscal years. The certified public accountant or firm of such accountants shall report directly to and communicate directly with the town commission. Upon completion, such independent audits shall be furnished directly to the town commission. The town commission may by resolution provide further requirements for an independent audit.

Section 5.10. Appropriation amendments.

- (1) The town manager shall report promptly to the town commission concerning the probability of funds in excess of appropriations or the probability of funds insufficient to cover appropriations, together with recommendations for suitable action.
- (2) The commission may utilize excess funds for supplemental appropriations or transfer such funds to the general account.
- (3) With regard to deficits, the commission shall take action as empowered by law, including but not limited to reduction in staff and/or services, deferment or abandonment of capital projects, borrowing of adequate funds or amendment of the budget.
- (4) The town manager may transfer funds within a department, and with the approval of the commission, may transfer funds between departments, as is permitted by law.

Section 5.13. Requirements for public bidding, Contracts.

- (1) The town commission shall adopt an ordinance establishing a procurement code for the Town of Pembroke Park. When public competitive bidding is required, the commission shall award the contract to the lowest fully responsive and responsible bidder; provided, however, that the commissions shall have the right to reject all bids received. The commission may require bidders to provide a legally binding, faithful performance bond.
- (2) Contracts for the services of professionals, including but not limited to architects, engineers and attorneys, may, with the approval of the commission, be entered into without public competitive bidding. Qualifications, work history, and other relevant data shall be reviewed before entering into such contracts.
- (3) All contracts to which the town is a party shall be subject to review and approval by the town attorney prior to execution by the Town.

Section 5.14. Bonds and municipal borrowing; referendum required

The Town of Pembroke may borrow money, contract loans and issue bonds payable from ad valorem taxes and maturing more than twelve months after issue only to finance or refinance capital projects authorized by law and only when approved by a vote of the electors of the town. The town shall have full power and authority to issue municipal bonds or to borrow funds for municipal purposes to the extent authorized by and subject to the limitations provided in the Constitution of the State of Florida, the Municipal Home Rule Law, other applicable statutes and this charter.

Section 5.15. Franchises.

- (1) Granting franchises: The commission may, by ordinance, grant ~~a non-exclusive~~ franchises to any individual, company, firm, or corporation to exercise public functions in the town and to construct and operate any and all public utilities in the town and in, under, or over the streets and public places of the town, and to use such public property in connection therewith; but no franchise or renewal thereof shall be for a longer period than forty (40) years. All franchises or rights to extend the services of any public utility shall be subject to such terms and conditions as the commission shall impose.
- (2) Rates and conditions of franchises: The commission shall set forth in detail the consideration for such franchise, the rates, kind and quality of use, service or product to be furnished, the manner in which public streets and public places shall be used and occupied, and such other terms and conditions as are required by law.
- (3) No franchise, or renewals thereof, shall be leased, assigned or otherwise alienated, except with the consent of the commission expressed by ordinance, and evidenced by a formal instrument and consent to same, recorded in the Public Records of Broward County.
- (4) Franchises subject to regulation by the town: All franchises shall be subject to town control at all times in respect to the use in, over, across, or under all streets, alleys, public grounds or other public places, occupied by public utility fixtures, and when, in the opinion of the commission, the public interest so requires, it may cause such fixtures to be reconstructed, relocated, altered or discontinued at the expense of the holder of the franchise; and the town shall at all times have the power to enact all regulatory ordinances affecting utilities which in the opinion of the commission are required in the interest of public health, safety or welfare.

ARTICLE VI. OFFICIAL CONDUCT

Section 6.01. Standards of ethics.

All elected officials and employees of the town shall be subject to the standards of conduct for public officers and employees set by general law.

ARTICLE VII. CHARTER AMENDMENTS

Section 7.01. Amendments.

The commission and/or the electors of the town may propose amendments to this charter in accordance with F.S. § 166.031.

Section 7.02. Charter Review Board.

For the purpose of assuring the regular review and update of this Charter, commencing in 2030 and every six (6) years thereafter, the town commission shall appoint a Charter Review Board consisting of five (5) members, who are qualified to serve on an advisory board pursuant to applicable provisions of this charter and the town code. The mayor and commissioners shall each select one (a) members. The members of the board shall review the town charter, as set forth in the scope of work determined by the town commission in the resolution appointing such members. The board shall submit to the town commission within twelve (12) months of their appointment such alterations, revisions, and amendments, if any, to the charter, as in its judgment are desirable. The town commission, in its sole and exclusive discretion, may permit the board an extension of six (6) months' time if the commission determines that the scope of work will require additional time.

The town commission shall have the sole and exclusive discretion to determine which recommendations, if any, for alterations, revisions or amendments made by the board shall be presented to the electors of the Town of Pembroke Park for consideration.

The town commission may appoint a Charter Review Board as set forth above at any time it determines that there is a need to make such an appointment.

ARTICLE VIII. TRANSITION SCHEDULE

Section 8.01. Continuation of former charter provisions.

All provisions of Chapter 59-1722, Laws of Florida, and any amendments or additions thereto as amended by special law or otherwise, which are not embraced herein and which are not inconsistent with this charter, shall become ordinances of the town, subject to modification or repeal in the same manner as other ordinances of the town in accordance with general law.

Section 8.02. Ordinances preserved.

All ordinances and resolutions in effect upon the adoption of this charter, to the extent not inconsistent with it, shall remain in force until repealed or amended.

Section 8.03. Rights of officers and employees.

Nothing in this charter except as otherwise specifically provided shall affect or impair the rights or privileges of persons who are town officers or employees at the time of adoption.

Elected officers shall continue to hold their offices and discharge the duties thereof until their successors are elected and take office.

Town employees at the time this charter takes effect who were serving in the same or comparable position at the time of its adoption shall not be subjected to competitive tests as a condition of continued employment in the same positions, but all town employees in all other respects shall be subject to the personnel policies of the town, and such ordinances as may be adopted by the town commission.

Section 8.04. Pending matters.

All rights, claims, actions, orders, contracts and legal or administrative proceedings involving the town shall continue except as modified pursuant to the provisions of this charter.

Section 8.05. Severability clause.

If any provision of this charter is held invalid, the other provisions of the charter shall not be affected thereby. If the application of the charter or any of its provisions to any person or circumstance is held invalid, the application of the charter and its provisions to other persons or circumstances shall not be affected thereby.

AGENDA ITEM REPORT



To:

Subject: Rotation

Meeting: 02 28 2024 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Feb 28 2024

Department: Administrative

Staff Contact: Bill Hodgkins, Clerk Commissioner

RECOMMENDATION:

Propose that positions are rotated in order for all Commissioners to have the opportunity to serve in the different capacities.

ORDINANCE NO. 2024-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE TOWN OF PEMBROKE PARK AT SECTION 9, ENTITLED "TOWN COMMISSION;" PROVIDING FOR THE ANNUAL APPOINTMENT AND ROTATION OF THE MAYOR-COMMISSIONER, VICE-MAYOR COMMISSIONER, AND CLERK-COMMISSIONER BY THE MEMBERS OF THE TOWN COMMISSION; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK, ON THE NOVEMBER , 2024 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the Town of Pembroke Park, Florida; and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the Town Commission of the Town of Pembroke Park, Florida, in an ordinance format; and

WHEREAS, after careful deliberation and the consideration of public input, the Town Commission seeks to propose an amendment to the Charter providing for the annual appointment and rotation by the Town Commission of the Mayor-Commissioner, Vice-Mayor Commissioner, Clerk-Commissioner and other positions on the Town Commission; and

WHEREAS, the Town Commission has held a public hearing in accordance with Florida law; and

WHEREAS, the Town Commission deems the proposed amendment to the Town Charter, as detailed herein, to be 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 upon adoption hereof.

Section 2. Section 9, entitled "Town Commission," of the Charter of the Town of Pembroke Park, shall be revised as set forth in Exhibit "A," attached hereto and incorporated herein.

Section 3. The Ballot Title shall be as follows:

ANNUAL APPOINTMENT BY THE TOWN COMMISSION OF THE MAYOR,
VICE MAYOR, AND CLERK COMMISSIONER

Section 4. At the General Municipal Election on November 5, 2024, the following question shall be placed on the ballot for consideration by the qualified electors of the Town of Pembroke Park, Florida, and shall read as follows:

The Pembroke Park Charter currently provides for the appointment by the Town of the Mayor-Commissioner, Vice-Mayor Commissioner, and Clerk-Commissioner at the first regular meeting following every election in the Town. Shall the Charter be amended to provide for the appointment by the Town Commission and rotation of the Mayor-Commissioner, Vice-Mayor Commissioner, Clerk-Commissioner and Acting Clerk-Commissioner on an annual basis?

This proposed Charter amendment will have no financial impact to the Town.

YES ☐ NO ☐

Section 5. Advertisement. The Town Clerk of the Town of Pembroke Park is hereby authorized and directed to advertise the referendum election contemplated herein all in

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accordance with the Code of Ordinances of the Town of Pembroke Park, Florida, as well as the State of Florida Election Code.

Section 6. Codification. 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 7. Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 8. Conflicts. 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 9. Effective Date. This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2024.

**PASSED AND FINAL ADOPTION on Second Reading this __ day of _____,
2024.**

MAYOR ASHIRA MOHAMMED

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ATTEST:

MARLEN MARTELL
Town Clerk

Approved As To Legal Form:

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

ASHIRA MOHAMMED

ERIK MORRISSETTE

WILLIAM R. HODGKINS

MUSFIKA KASHEM

GEOFFREY JACOBS

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existing law; words in underlined type are additions

EXHIBIT "A"

CHARTER AMENDMENT

Sec. 9. - Town Commission.

...

The Commission shall be composed of a Mayor-Commissioner, Vice-Mayor Commissioner, Clerk-Commissioner, an Acting Clerk-Commissioner and ~~two-one (12)~~ other Commissioners. At the first regular meeting of the Commission ~~following every election as herein provided in April of each year~~, the Commission shall, by Resolution, appoint one of its members as and to be Mayor of said municipality and another of its members as and to be Vice-Mayor of said municipality, and another of its members as and to be Clerk-Commissioner of said municipality, and another of its members as and to be Acting Clerk-Commissioner of said municipality.

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AGENDA ITEM REPORT



To: Town Commission
Subject: Town Chartered Positions
Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

The charter has not been updated and ambiguity exist on key positions that are referenced in the charter like town clerk, town administrator, building official, town planner, attorney, chief of police, finance director etc. These are positions that report directly to the commission.

RECOMMENDATION:

To delineate positions in the charter for chartered positions clearly.

ALTERNATIVES:

Continue with ambiguity.

ORDINANCE NO. 2024-003

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE TOWN OF PEMBROKE PARK AT SECTION 15, ENTITLED "CREATION OF DEPARTMENTS;" ESTABLISHING THE POSITIONS OF TOWN MANAGER, TOWN CLERK, PUBLIC WORKS DIRECTOR, BUILDING OFFICIAL, TOWN ATTORNEY, FINANCE DIRECTOR, TOWN PLANNER AND CHIEF OF POLICE AS CHARTER OFFICERS ENGAGED BY AND REPORTING DIRECTLY TO THE TOWN COMMISSION; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK, ON THE NOVEMBER 5, 2024 GENERAL ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the Town of Pembroke Park, Florida; and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the Town Commission of the Town of Pembroke Park, Florida, in an ordinance format; and

WHEREAS, after careful deliberation and the consideration of public input, the Town Commission seeks to propose an amendment to the Charter clarifying certain positions within the Town as Charter Officers engaged by and reporting directly to the Town Commission; and

WHEREAS, the Town Commission has held a public hearing in accordance with Florida law; and

WHEREAS, the Town Commission deems the proposed amendment to the Town Charter, as detailed herein, to be 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 upon adoption hereof.

Section 2. Section 15, entitled "Creation of Departments," of the Charter of the Town of Pembroke Park, shall be revised as set forth in Exhibit "A," attached hereto and incorporated herein.

Section 3. The Ballot Title shall be as follows:

ESTABLISHMENT OF CERTAIN POSITIONS AS CHARTER OFFICERS
REPORTING DIRECTLY TO THE TOWN COMMISSION

Section 4. At the General Municipal Election on November 5, 2024, the following question shall be placed on the ballot for consideration by the qualified electors of the Town of Pembroke Park, Florida, and shall read as follows:

The Pembroke Park Charter does not currently identify which positions in the Town report directly to the Town Commission. Shall the Town Charter be amended to establish the Town Manager, Town Clerk, Public Works Director, Building Official, Town Attorney, Finance Director, Town Planner and Chief of Police as Charter Officers engaged by and reporting directly to the Town Commission?

This proposed Charter amendment will have no financial impact to the Town.

YES ☐ NO ☐

Section 5. **Advertisement.** The Town Clerk of the Town of Pembroke Park is

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hereby authorized and directed to advertise the referendum election contemplated herein all in accordance with the Code of Ordinances of the Town of Pembroke Park, Florida, as well as the State of Florida Election Code.

Section 6. **Codification.** 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 7. **Severability.** If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 8. **Conflicts.** 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 9. **Effective Date.** This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2024.

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existing law; words in underlined type are additions

**PASSED AND FINAL ADOPTION on Second Reading this __ day of _____,
2024.**

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN MARTELL
Town Clerk

Approved As To Legal Form:

JACOB G. HOROWITZ
Town Attorney

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EXHIBIT "A"

CHARTER AMENDMENT

Sec. 15. - Creation of departments.

A) For the purpose of systematically handling the government, the Commission shall create the following departments, and one Commissioner shall have charge of each department: Executive Department, in charge thereof to be ex-officio the Mayor; Department of Taxes, the Commissioner in charge thereof to be the Clerk; Department of Finance, the Commissioner in charge thereof to be the Vice-Mayor; Department of Health and Zoning, one of the other Commissioners as is designated by resolution of the Commission; and Department of Public Works and Water, one of the other Commissioners as is designated by resolution of the Commission.

B) The Town Commission shall hire or engage by contact an individual or firm to serve in the following positions; Town Manager, Town Clerk, Public Works Director, Building Official, Town Attorney, Finance Director, Town Planner and Chief of Police. These positions shall be considered Charter Officers of the Town of Pembroke Park and shall report directly to the Town Commission. The Town Commission shall adopt job descriptions for each of these positions and may, by ordinance, further set forth the duties and responsibilities of each position.

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From: [HR](#)
To: [Bill Hodgkins](#); [Erik Morrisette](#); [Geoffrey Jacobs](#); [Musfika Kashem](#); [Aleem Ghany](#); [ashira mohammed](#)
Cc: [HR](#); kristen.biazar@gehringgroup.com; [John Muller](#); [Town Clerk](#); [Jacob G. Horowitz](#); [Mark Pakula](#)
Subject: HR Consulting Report #1- 05/06/2024
Date: Monday, May 6, 2024 5:49:10 PM
Attachments: [Chief Building Off. - JD.pdf](#)
[Chief Building Official Review.pdf](#)
[Town Planner JD.pdf](#)
[Town Planner Review.pdf](#)
[Outlook-photo](#)

Good afternoon,

I hope you are all doing well. My first day on-site is this week, Wednesday, 05/08/2024. Our goal is to become familiar with the HR functions that were taken on by other leadership in the absence of an HR Director, policies, and past practices. I have meetings set-up with Town Clerk, Finance Director, Interim Police Chief, and Interim Town Manager. On Wednesday, I will also contact general employees to coordinate meetings with myself and John Muller for Monday, 5/13/2024. These employee meetings will assist us in becoming familiar with the organization, employees, and the day-to-day operations.

We have reviewed the resumes for the Chief Building Official and Town Planner, summaries are attached, along with the corresponding job descriptions.

Recommendations:

Town Planner: Start the screening/interview process for candidates #1-6; they all meet the preferred qualification for education and have previous or current municipal experience related to the position.

Chief Building Official: There are two (2) candidates that have great experience, but only one meets the minimum qualification, candidate #1. If you are looking to expediate this placement, I recommend starting the screening/interview process with this candidate (#1). Candidate #2 has good experience, but does not possess the educational or the General Contractor License requirement. I included both candidate in the summary attached for your review. That said, the minimum requirements are quite stringent for this position. If you would like to expand your candidate pool, we recommendation re-evaluating the job description's minimum qualification and potentially repost.

Please let me know who you would like to move forward.

I will scan a copy of the resumes to this group tomorrow, as well.

I look forward to meeting everyone in person, soon.

Thank you!

Respectfully,

Kristen



954-966-4600 Ext 250 | hr@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

Chief Building Official Candidate Review

05/06/2024

Chief Building Official- Minimum Qualifications
Bachelor's Degree in Architecture, Engineering, Construction Technology, Planning, or a related field
Ability be certified by the Broward County Board of Rules and Appeals (BORA) in the Building Official, Structural Chief Inspector, Structural Plan Examiner and Structural Inspector categories.
Possession of a Plans Examiner certification from the International Code Council (ICC) and the State of Florida required.
Possession of a Standard Building Inspector certification from the International Code Council (ICC) and the State of Florida required.
Possession of a Building Official certification from the International Code Council (ICC) and the State of Florida required.
Must be a State of Florida, Licensed General Contractor, Professional Engineer, or Registered Architect.
Must be certified by the Florida Association of Code Enforcement (FACE), level I, II, III and IV, within two (2) years if appointment.
Ten (10) years of experience as a Chief Structural Inspector.
Extensive knowledge of all functions relevant to the processing and approval of building construction projects in the respective trade/discipline, e.g. plan review, licensing, permitting, inspections and a minimum of five (5) years in the code enforcement field.

Candidate #1 Name	Emmanuel Agbenohevi
Education	Master's in Architecture & Building Design
Experience	Asst. Building Official - City of Hallendate (08/2021 - Current) (Interim Building Official for 3 months)
	Chief Building Inspector - Bal Harbour Village (06/2019 - 07/2021)
	Chief Structural Inspector & Assistant Building Official (03/2017 - 06/2019) (Interim Building Official (3x - 3 months ea.)
	Building Plan Examiner/Structural Building Inspector - City of Doral (10/2013 - 03/2017)
	Building Plans Examiner/Structural Building Inspector - Town of Miami Lakes (02/2013 - 2017)
	Building Plans Examiner - City of Miami Gardens (05/2008 - 08/2009)
	Building Plan Examiner/Structural Building Inspector - City of Doral (12/2005 - 05/2008)
	Building Plans Examiner - City of Hialeah (07/2006 - 12/2006)
	Building Inspector - Miami-Dade County Building Dept. (03/2004-12/2005)
Qualifications	Meets minimum qualifications
Preferred Qualifications	
Highlights	Many years of experience, municipal experience, currently Assistant Building Official and previous interim experience

Candidate # 2Name	Scott Wadowski
Education	H.S. Diploma & Trade school
Experience	Building Official - CAP (05/2022 - Current)
	Building Official - City of New Britain (02/2015 - 2022)
	Electrical Inspector - City of New Britain (10/2013 - 02/2015)
	Electrical Superintendent - Interstate Electrical Services, Inc. (08/2010 - 10/2013)
	Electrical Superintendent - T & T Electrical Contractors (02/2006 - 07/2010)
	Electrical Superintendent - Lighthouse Enterprises (02/2005 - 08/2006)
Qualifications	Meets certification requirement (concentration in electrical for some of the certs), but does not have a bachelor's degree or a general contractor license
Preferred Qualifications	
Highlights	Building Official experience for almost 10 years / numerous years of electrical experience / municipal experience

Town Planner - Minimum Qualifications

Graduation from an accredited college or university with a bachelor's degree in Public or Business Administration; a master's degree in a related field is **highly desired**.

Two (2) years of professional planning and/or zoning experience in the public sector.

AICP certification **preferred**.

Candidate #1 Name	Mitchell Alan Graham
Education	BS: Urban & Regional Planning / MS: Construction Mgmt
Relevant Experience	Planner I - City of Cooper City (9/2023 - Current)
	Land Development Planner - City of Miami (08/2022 - 06/2023)
	Emergency Mgmt Planner - Miami-Dade County Fire Rescue (8/2019 - 6/2020)
	Planner and Development Section, State Supp. Unit Hazard Mitigation Planning Analyst - MI Dept of State Police (9/2008 - 08/2019)
	Comprehensive Traffic Study Analyst - MI Department of Transportation (05/2005 - 08/2005)
Qualifications	Meets minimum qualifications
Preferred Qualifications	MS degree
Highlights	Municipal and state government experience. Currently Planner I for City of Cooper City

Candidate #2 Name	Saradja Registre
Education	BS: Urban & Regional Planning / M. Arch, Denver & Abroad
Relevant Experience	Planner II: City of Corpus Christi (04/2022 - Current)
	Planning Technician: City of Corpus Christi (06/2021 - 04/2022)
	Project Coordinator: S+A (03/2014 - 05/2019)
	Urban Planning Intern: Lauderdale Lake CRA (08/2008 - 12/2008)
Qualifications	Meets minimum qualifications
Preferred Qualifications	M. Arch
Highlights	Municipal experience; currently Planner II for the City of Corpus Christi

Candidate #3 Name	Alicia Joseph
Education	B.S: Urban & Regional Planning / M.S: Real Estate Development
Relevant Experience	Land Development Planner - WGI, INC (01/2021 - Present)
	Development Compliance Technician - City of Palm Beach Gardens (01/2019 - 01/2021)
Qualifications	Meets minimum qualifications
Preferred Qualifications	M.S degree
Highlights	Municipal experience

Candidate #4 Name	Samuel M. Hodewu - M.S.C
Education	B.S Geography & Regional Planning / M.S: Geography Info Science & Cartography
Relevant Experience	Strategic Planning Specialist: ODEE Consult (12/2015 - 01/2018)
	Urban Planning Officer: Lagos State Ministry of Urban & Town Planning (01/2019 - 10/2020)
	Graduate Teaching Assistantship (EAGIS): Western Illinois Univ. (01/2024 - 05/2024)
Qualifications	Meets minimum qualifications
Preferred Qualifications	M.S. degree
Highlights	GIS Assoc Member, American Planning Assoc. Member, GIS exp., municipal/state experience

Candidate #5 Name	Ehsan Ershad Sarabi
Education	B.S: Urban Engineering / M.S: Regional & Urban Planning
Relevant Experience	Community Development Planner - Mashhad Municipality (12/2019 - 12/2021)
	Urban Planner - Mashhad Municipality (02/2017 - 11/2019)
	Urban Facilitator - Tehran Municipality (03/2014 - 01/2017)
Qualifications	Meets minimum qualifications
Preferred Qualifications	M.S. Degree - municipal experience
Highlights	Skill in Urban Planning software, including GIS, municipal experience

Candidate #6 Name	Amanda Noelle Foor
Education	M.S: Urban & Regional Planning
Relevant Experience	Comissioner Assistant II: City of Fort Lauderdale (2023-Current)
	Planning Assistant: City of Fort Lauderdale (2022-2023)
	Administrative Assistant - Chen Moore & Associates (02/2020 - 05/2022
Qualifications	Meets minimum qualifications
Preferred Qualifications	M.S. degree
Highlights	M.S. degree; municipal experience

Candidate #7 Name	Shanika Binns
Education	B.S: Urban & Regional Planning
Relevant Experience	GIS Analyst - Electoral Office of Jamaica (09/2015 - 2023)
	GIS Tech/Analyst - Ministry of Transport, Works & Housing (04/2013 - 09/2015)
	Landuse Technician/Planning Intern - St. Elizabeth Development Committee (11/2011 - 04/2013)
Qualifications	
Preferred Qualifications	Meets minimum qualifications
Highlights	Awards for Land Surveyors, extensive GIS experience

Candidate #8 Name	Camilo Lopez
Education	B.S: Architecture / B.S: Urban Design
Relevant Experience	Strategic Planning Consultant (09/2020 - Current)
	City of Doral - Planning/App review (position not listed) (09/2020 - 12/2020)
	Urban Designer & Project Mgr - RMA (06/2016 - 10/2020)
	Intern Urban Designer - The Corradino Group (03/2014 - 03/2015)
	Freelance - Architectural Designer, Urban Designer, Researcher (2014-2016)
Qualifications	Meets minimum qualifications
Preferred Qualifications	N/A
Highlights	Municipal experience

Candidate #9 Name	Lillian M. Pino
Education	B. Architecture / M. Architecture in Computing
Relevant Experience	Project Manager - Nichols Architects (2023-2024)
	Project Manager - Adache Group Architects (2021-2023)
	Senior Design Manager - MSA Architects (2020-2021)
	Job Captain - SB Architects (2013-2020)
Qualifications	Meets minimum qualification
Preferred Qualifications	Master's degree
Highlights	

Candidate #10 Name	Dennis Johnson Jr.
Education	B.A: Urban Design
Relevant Experience	Assistant Project Manager - Coble Builders (05/2023 - Current)
	Project Manager - Junior Estimator - Stonegate Contracting Group (01/2020 - 05/2023)
	Executive Assistant - Canali Group (08/2019 - 12/2019)
Qualifications	Meets minimum qualification
Preferred Qualifications	
Highlights	Experience with Urban Planning softwares



Agenda Request

Subject:	Filling of previous advertised vacant positions
Meeting Date:	05 08 2024 DRAFT AGENDA REGULAR COMMISSION MEETING - May 08 2024
Prepared For:	
Staff Contact:	Ashira Mohammed, Mayor
Dept/Group:	Administrative
Recommendation for Counsel to consider:	To fill positions.
Background Information:	
Staff Recommendations:	
Financial Implications:	
Alternatives:	

AGENDA ITEM REPORT



To: Town Commission
Subject: Promotional Goods
Meeting: WORKSHOP COMMISSION MEETING - Apr 24 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

RECOMMENDATION:

Give approval to order/purchase misc. items with Town Logo

AGENDA ITEM REPORT



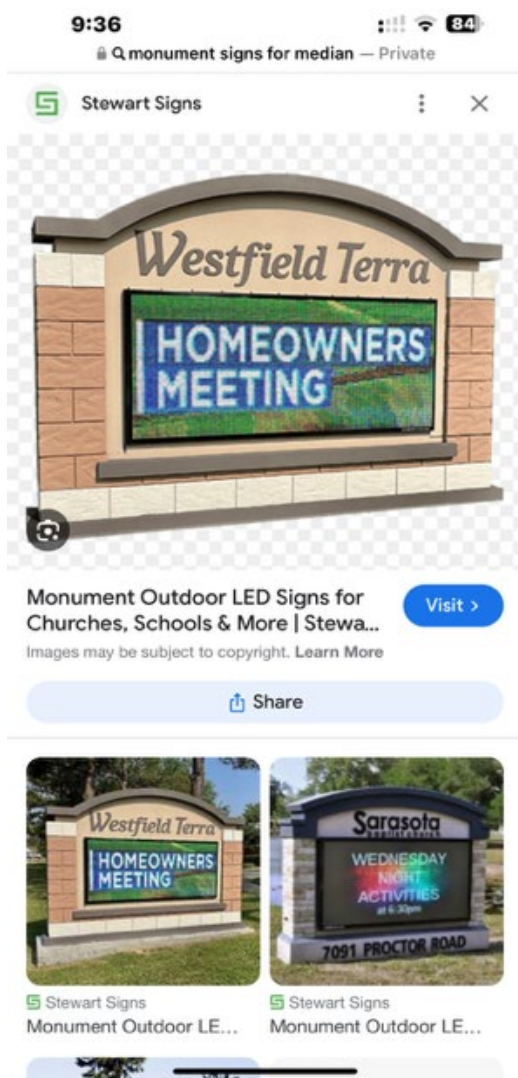
To: Town Commission
Subject: LED Monument
Meeting: WORKSHOP COMMISSION MEETING - Apr 24 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

RECOMMENDATION:

To be more transparent with Town information

From: [ashira mohammed](#)
To: [Town Clerk](#)
Subject: Monument sign
Date: Friday, April 19, 2024 5:02:27 PM
Attachments: [IMG_0733.PNG](#)

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



Sent from my iPhone



Agenda Request

Subject:	Broward County MPO Municipal Surtax Capital Project PPRK-010
Meeting Date:	AGENDA WORKSHOP COMMISSION MEETING - Apr 24 2024
Prepared For:	
Staff Contact:	Aleem Ghany, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	Broward County MPO Municipal Surtax Capital Project PPRK-010 This project was originally submitted as three separate projects, PPRK-008 County Line Road Stormwater Connection, PPRK-009 SW 52nd Avenue Complete Street and PPRK-010 Bike Lane and Sidewalk Improvements. Due to multiple projects overlap all three projects have been combined into one project. The combined project will construct missing sections of sidewalk, and bike paths, along SW 52nd Ave, SW 48th Ave, SW 40th Ave Park Road and County Line Rd. The project will also address swale issue and make adjustments to the drainage system, roadway resurfacing, streetlights and pavement markings along these corridors.
Staff Recommendations:	To move forward with project.
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Surtax Town of Pembroke Pines-scope of services-02](#)



HSQ GROUP, LLC
Engineers • Planners • Surveyors

1001 Yamato Road • Boca Raton, Florida 33431, Suite 105 • Phone (561) 392-0221 hsqgroupinc.com

SCOPE OF SERVICES
Town of Pembroke Park

SW 48TH Avenue
SW 52 Avenue
County Line Road

SW 40TH Avenue
Park Road
See attached maps for project limits

PROJECT INTENT AND LIMITS

The intent of this project is to construct missing links of sidewalks and add shared bike lanes as marked on the attached maps.

The CONSULTANT will follow the Broward County's and Town of Pembroke Park standards in developing the project construction plans. Survey will be conducted for the limits as shown below and a specific purpose survey will be prepared.

The limits of survey will be as follow:

SW 48TH Avenue (3925')
SW 52 Avenue (3925')
County Line RD (2300')

SW 40TH Avenue (2650')
Park Road (3925')

Total survey limit is approximately 16725' or 3.16 miles

PROJECT DESCRIPTION

The design of the project will be based on the following:

- 1- Plans will be prepared and submitted at different stages of developments at 30%, 90% and Final
- 2- The design speed will be 35 mph.
- 3- Shared lanes (for both bicycles and vehicular traffic) will be used for the segments as shown on the attached exhibit. Lane widths will be 11' wide where possible. Keyholes to be 5' minimum if it can be done without widening, otherwise shared bicycle lanes / traffic lanes will be shown.
- 4- No widening will be done for any of the segments as listed above.

Scope of Services
Town of Pembroke Park



HSQ GROUP, LLC

Engineers • Planners • Surveyors

1001 Yamato Road • Boca Raton, Florida 33431, Suite 105 • Phone (561) 392-0221 hsqgroupinc.com

- 5- No work for sidewalks or bike lanes will be done along the eastbound of the county line Rd within Miami-Dade County limits. Lennar Homes will be constructing the segment of the road along with bike lane between SW 56 Avenue and SW 52 Ave.

HSQ Group, LLC will add shared bicycle lane and vehicular traffic and sidewalk if right of way is available for the westbound only along County Line Rd.

Plans will be prepared in accordance with the following standards:

- Town of Pembroke Park and Broward County
- Florida Greenbook, May 2018 or latest version.
- FDOT Drainage Manual, January 2023.
- MUTCD, 2009 with revisions 1 and 2, May 2012, revision 3 August 2022
- FDOT Standard Plans and Florida Design Manual latest version.

BASIC SERVICES

1. Plans Preparation.

Roadway plans with aerial background (obtained from FDOT SITE) will be prepared in accordance with the approved Typical Section. The following plan sheets are included in the scope of services:

- 1- Cover Sheet
- 2- Summary of Pay Items
- 3- Typical Sections
- 4- General Notes
- 5- Roadway Plans
- 6- Roadway Profiles (not included since all segments will be milling and resurfacing)
- 7- Miscellaneous Details
- 8- Cross Sections for the areas where sidewalks will be added only. No need for cross sections for milling and resurfacing
- 9- SWPPP plans
- 10- Signing and Pavement Marking Plans

2. Permitting

This project is exempt from permitting from SFWMD per rule 62-330.051. However Permit application package will be prepared and submitted to Broward County Surface Water Division.

3. Utility Coordination

Utility coordination services will consist of the following:

- Preliminary plans will be forwarded to the utility owners for use in obtaining utility markups from the various utility companies showing the location of existing facilities.
- Prepare a utility dgn file based on the markups received from the utility companies.
- Utility conflict matrix will be prepared at the 60% plan level. A utility pothole meeting will be scheduled and attended by HSQ Group.

Scope of Services
Town of Pembroke Park



HSQ GROUP, LLC

Engineers • Planners • Surveyors

1001 Yamato Road • Boca Raton, Florida 33431, Suite 105 • Phone (561) 392-0221 hsqgroupinc.com

- Following receipt of utility pothole information, utility conflicts will be further discussed with the companies to resolve outstanding conflicts.
- Final utility coordination meeting will be scheduled by HSQ Group.
- Utility verification sheet (SUE) if needed

4. Drainage Design

- 4.1 Swale design / modification will be performed in the areas of sidewalk addition. If the swale is displaced then underground drainage pipes will be required.
- 4.2 Water quality requirements if needed will be met in swales.
- 4.3 The design and preparation of drainage system will be accomplished in substantial conformance with SFWMD and FDOT standards. A drainage report will be prepared to document the design if needed.

Services to be provided by client if needed and coordinated by HSQ Group, LLC

Subsurface Utility Exploration (SUE).

Geotechnical Services.

Landscaping.

Street lights

SURVEYING SERVICES

Specific Purpose/Topographic Survey shall meet and be certified to the applicable portions of the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J-17.050-.052, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes

SURVEY SCOPE

- (1) Review the title information provided by Town of Pembroke Park. Obtain available plats and deeds from the Broward County Property Appraiser's website to establish the existing right-of-way and compile the data to a base map.
- (2) Prepare a drawing showing the linework, width, and recording information of the right-of-way and easement documents provided and submit the drawing to the county for review and confirmation of the existing right-of-way.
- (3) Collect horizontal control data using the global positioning system from published monumentation, and establish control points every 600'± tied to Florida East Zone State Plane Coordinates (NAD 83, 1990 adjustment).
- (4) Collect published vertical benchmarks, perform a closed level loop, and establish benchmarks outside the limits of construction (NAVD 1988 datum) every 600'±.

Scope of Services
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- (5) Locate subdivision corners, section corners, and other existing control monuments that will assist in the determination of the location of the right-of-way lines and platted centerlines. Identify the existing control recovered and provide ties to the project baseline.
- (6) Locate visible above ground features with elevations (including walks, utilities, signage, striping, etc.) along the project area within right-of-ways.
- (7) Cross-section the project area at 100' intervals, within the right-of-ways.
- (8) Obtain drainage structure Rim/Grate information. Inverts, pipe sizes/types and culvert crossings will be obtained.
- (9) Locate trees 4" DBH and greater, indicating size and type within the right-of-ways **for the areas where sidewalk is missing.**
- (10) Prepare a DTM (digital terrain model) of the project limits.
- (11) Prepare Specific Purpose/Topographic Survey consisting of:
 - a. labeled right-of-ways, easements, and adjacent parcels,
 - b. existing features mentioned above with spot elevations
 - c. Section corners and/or control monuments tied to baseline begin and end,
 - d. found subdivision corners and/or other existing control monuments identified and tied to the baseline,
 - e. control points (horizontal and vertical) set every 600'± outside of the baseline,
 - f. the drainage structure rim/grate data. Inverts and pipe sizes/types will be obtained,
 - g. monumentation set at the baseline points,
 - h. baseline of survey, existing right-of-way, existing easements, centerline of construction, stations and offsets
 - i. Survey will be scaled to 1" = 40' on 11" x 17" sheets and be included in the Plan Set.
- (12) Prepare Project Network Control Sheet (to include baseline data, control monuments, baseline monumentation, control points/benchmarks, notes, legend, etc.), and Reference Point Sheet to be included in plan set.

SURVEY DELIVERABLES

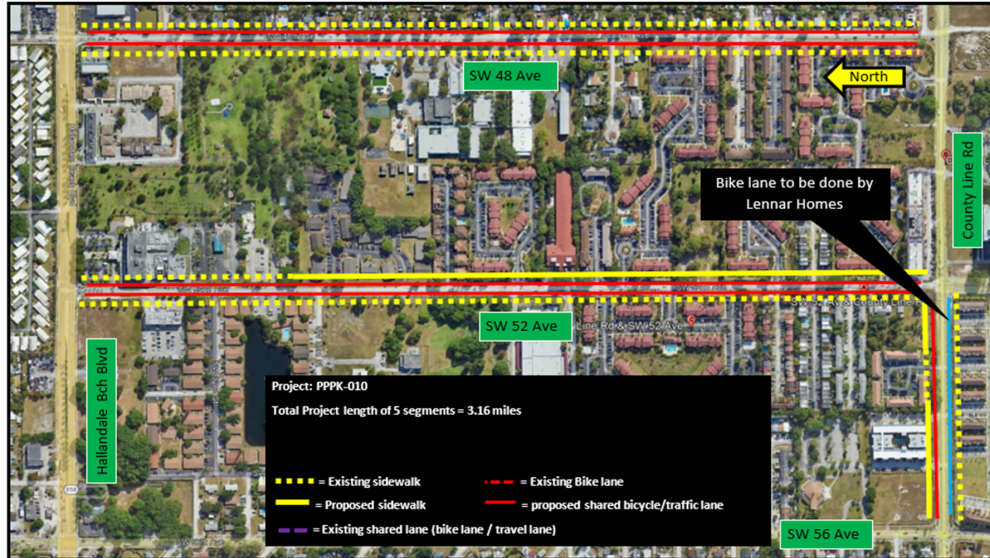
- 1- Topographic Survey (11"x17" sheets, 1"=40' scale).
- 2- Project Network Control Sheet(s) and Reference Point Sheet(s).
- 3- The SURVRD01 file in a Microstation cad format.
- 4- An ASCII file of points in terms of x,y,z, description.
- 5- A DTM in XML format for Microstation.
- 6- Digital signed Specific Purpose / Topographic Survey.

Scope of Services
Town of Pembroke Park



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Scope of Services
Town of Pembroke Park

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

County: Broward County

FPN: PPPK-010

FAP No.: 1/0/1900

Consultant Name: HSQ Group, L

Consultant No.:

Date: 4/18/2024

Estimator:

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Senior Engineer	Project Engineer	Engineer Intern	SUR Principal	SUR Senior	Survey Tech III	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Salary Cost By Activity
		\$195.30	\$192.51	\$153.45	\$140.39	\$0.00	\$162.00	\$92.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3. Project General and Project Common Tasks	53	5	5	20	27	0	0	0	0	0	0	0	0	\$8,799
4. Roadway Analysis	200	20	20	60	100	0	0	0	0	0	0	0	0	\$31,002
5. Roadway Plans	391	20	20	156	196	0	0	0	0	0	0	0	0	\$59,211
6a. Drainage Analysis	65	7	3	26	29	0	0	0	0	0	0	0	0	\$10,006
6b. Drainage Plans	32	2	2	13	16	0	0	0	0	0	0	0	0	\$5,017
7. Utilities	104	5	5	42	52	0	0	0	0	0	0	0	0	\$15,684
8. Environmental Permits, Compliance & Clearances	49	2	2	20	25	0	0	0	0	0	0	0	0	\$7,354
19. Signing & Pavement Marking Analysis	8	0	0	3	4	0	0	0	0	0	0	0	0	\$1,022
20. Signing & Pavement Marking Plans	161	8	8	64	81	0	0	0	0	0	0	0	0	\$24,295
27. Survey (Field & Office Support)	534	0	0	0	0	0	214	320	0	0	0	0	0	\$64,130
29. Mapping	202	0	0	0	0	0	40	162	0	0	0	0	0	\$21,395
Total Staff Hours	1,799	69	65	404	530	0	254	482	0	0	0	0	0	
Total Staff Cost		\$13,475.70	\$12,513.15	\$61,993.80	\$74,406.70	\$0.00	\$41,148.00	\$44,377.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$247,915.09

SALARY RELATED COSTS:

Survey (2-person crew) 57 \$ 1,004.00 \$ 57,032.89

GRAND TOTAL ESTIMATED FEE: \$304,947.98

Project Activity 3: General Tasks

Estimator: Nour Shehadeh

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
HSQ Group, Inc.	Nour Shehadeh	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	HSQ to review and QC/QA Plan (2 hrs for HSQ and 28 for Valarine)
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	provide roadway plan views for driveways to be used with the letters with bubbles around the driveways, 1 hr each (SW 48 65, SW 52 24, COUNTY LINE 7, PARK RD 11, SW 40 8
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	HSQ to prepare large prints/plots to be used for public meeting (2 plots 1"=40' for plan view, and 2 plots of typical sections on 24"x36") including submittal to FDOT and revisions
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	prepare project layout exhibits and typical sections (SEE 3.1.7 ABOVE)
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	N/A
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	3	0	0	
3.3	Specifications Package Preparation	LS	1	40	40	
3.4	Contract Maintenance and EDMS	LS	1	0	0	based on 12 months, 20 hrs (initial setup) + 3 x 12 months = 56
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	N/A
3.6	Prime Consultant Project Manager Meetings	LS	1	11	11	See listing below
3.7	Plans Update	LS	1	0	0	N/A

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	by supplemental agreement
3.9	Digital Delivery	LS	1	2	2	
3.10	Risk Assessment Workshop	LS	1	0	0	N/A
3.11	Railroad, Transit, and/or Airport Coordinator	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	2	0	0	Field trip
3. Project Common and Project General Tasks Total					53	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	1	0	0	General meetings (+50 hrs optional)
Drainage	EA	0	0	0	meet with city of Dania Beach, City of Hollywood and County
Utilities	EA	0	2	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	PM to attend meeting with City of Dania Beach, City of Hollywood, and County
Terrestrial Mobile LIDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	1	0	0	
Phase Reviews	EA	1	3	3	constructability only
Field Reviews	EA	1	8	8	
Total Project Manager Meetings		4		11	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column
2. Do not double count agency meetings between permitting agencies
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.

Project Activity 4: Roadway Analysis

Estimator: Nour Shehadeh

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
HSQ Group, Inc.	Nour Shehadeh	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	8	8	
4.2	Pavement Type Selection Report	LS	1	0	0	N/A
4.3	Pavement Design Package	LS	1	0	0	NO PAVEMENT DESIGN, USE 1" OF RESURFACING
4.4	Cross-Slope Correction	LS	1	0	0	NA
4.5	Horizontal /Vertical Master Design Files	LS	1	50	50	
4.6	Access Management	LS	1	0	0	N/A
4.7	Roundabout Evaluation	LS	1	0	0	N/A
4.8	Roundabout Final Design Analysis	LS	1	0	0	N/A
4.9	Cross Section Design Files	LS	1	0	0	
4.10	Traffic Control Analysis	LS	1	60	60	(Level I, including Ped traffic)
4.11	Master TCP Design Files	LS	1	30	30	
4.12	Selective Clearing and Grubbing	LS	1	0	0	
4.13	Tree Disposition Plan	LS	1	0	0	
4.14	Design Variations and Exceptions	LS	1	0	0	Variation for lane width from City of Dania Beach, City of Hollywood and County(+36 hrs optional)
4.15	Design Report	LS	1	12	12	Table of design criteria, design memo
4.16	Quantities	LS	1	16	16	
4.17	Cost Estimate	LS	1	8	8	
4.18	Technical Special Provisions	LS	1	0	0	
4.19	Other Roadway Analyses	LS	0	0	0	
Roadway Analysis Technical Subtotal					184	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.20	Field Reviews	LS	1	0	0	
4.21	Monitor Existing Structures	LS	1	0	0	
4.22	Technical Meetings	LS	1	0	0	
4.23	Quality Assurance/Quality Control	LS	%	3%	6	
4.24	Independent Peer Review	LS	%	0%	0	
4.25	Supervision	LS	%	3%	6	
Roadway Analysis Nontechnical Subtotal					12	
4.26	Coordination	LS	%	2%	4	removal of midblock crossing coordination with City of Dania Beach and School Board + Coordination with project to the south + coordination for impact on school flasher
4. Roadway Analysis Total					200	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Typical Section	EA	0	3	0	yes	0
Pavement	EA	0	0	0	no	1
Access Management	EA	0	0	0		0
15% Line and Grade	EA	0	0	0		0
Driveways	EA	0	0	0	no	1
Local Governments (cities, counties, MPO)	EA	0	0	0	no	0
Work Zone Traffic Control	EA	0	0	0		0
30/60/90/100% Comment Review Meetings	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				0	Subtotal Project Manager Meetings	2
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings	EA	3	3	9	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
Total Meetings				9	Total Project Manager Meetings (carries to Tab 3)	2

Carries to 4.17

Carries to Tab 3

Project Activity 5: Roadway Plans

Estimator: Nour Shehadeh

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

PPPK-010

Representing		Print Name	Signature / Date
FDOT District			
HSQ Group, Inc.		Nour Shehadeh	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	1	4	4	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	8	8	
5.3	Typical Section Sheets						
5.3.1	Typical Sections		EA	1	8	8	1 sheet anticipated covering two typical sections
5.3.2	Typical Section Details		EA	1	8	8	details showing widening for proposed turn lanes
5.4	General Notes/Pay Item Notes		Sheet	1	8	8	
5.5	Summary of Quantities Sheets		Sheet	2	8	16	
5.6	Project Layout		Sheet	0	0	0	N/A
5.7	Plan/Profile Sheet		Sheet	0	0	0	
5.8	Profile Sheet		Sheet	0	4	0	
5.9	Plan Sheet		Sheet	27	5	135	The length is 3.16 miles at 40 scale = $3.14 \times 5280 = 5808' / 600 = 27$ sheets
5.10	Special Profile		Sheet	0	8	0	
5.11	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	N/A
5.12	Interchange Layout Sheet		Sheet	0	0	0	N/A
5.13	Ramp Terminal Details (Plan View)		Sheet	0	0	0	N/A
5.14	Intersection Layout Details		Sheet	0	0	0	N/A
5.15	Special Details		EA	1	0	0	
5.16	Cross-Section Pattern Sheet(s)		Sheet	1	0	0	N/A
5.17	Roadway Soil Survey Sheet(s)		Sheet	0	0	0	N/A

Project Activity 5: Roadway Plans

Page 13 of 30

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.18	Cross Sections		EA	50	2	100	
5.19	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	N/A
5.20	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	
5.21	Temporary Traffic Control Detail Sheets		Sheet	10	8	80	6 sheets for PED + 2 notes + 2 typical sheets
5.22	Utility Adjustment Sheets		Sheet	0	0	0	N/A
5.23	Selective Clearing and Grubbing Sheet(s)						
5.23.1	Selective Clearing and Grubbing		Sheet	0	0	0	N/A
5.23.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	N/A
5.24	Tree Disposition Sheet(s)						
5.24.1	Tree Disposition Plan Sheet(s)		Sheet	2	0	0	
5.24.2	Tree Disposition Plan Tables and Schedules		Sheet	2	0	0	
5.25	Project Network Control Sheet(s)		Sheet	1	1	1	
5.26	Environmental Detail Sheets		Sheet	0	0	0	
5.27	Utility Verification Sheet(s) (SUE Data)		Sheet	1	1	1	provided by SUE sub
Roadway Plans Technical Subtotal						369	
5.28	Quality Assurance/Quality Control		LS	%	3%	11	
5.29	Supervision		LS	%	3%	11	
5. Roadway Plans Total						391	

Project Activity 6a: Drainage Analysis

Estimator:

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
HSQ Group, Inc.	Nour Shehadeh	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	0	14	0	
6a.2	Base Clearance Report	Per Location	0	0	0	NA
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	NA
6a.4	Design of Cross Drains	EA	1	0	0	one cross drain will be extended
6a.5	Design of Ditches	Per Ditch Mile	3.14	5	16	
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	NA
6a.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	NA
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	0	0	0	NA
6a.9	Design of Storm Drains	EA	10	2	20	ASSUMED 10
6a.10	Optional Culvert Material	EA	0	1	0	NA
6a.11	French Drain Systems	Per Cell	3	0	0	
6a.12	Drainage Wells	EA	0	0	0	NA
6a.13	Drainage Design Documentation Report	LS	1	24	24	mini drip report
6a.14	Bridge Hydraulic Report	EA	0	0	0	NA

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	1	0	0	NA
6a.16	Cost Estimate	LS	1	0	0	NA
6a.17	Technical Special Provisions	LS	1	0	0	NA
6a.18	Other Drainage Analysis	LS	1	0	0	
Drainage Analysis Technical Subtotal					60	
6a.19	Field Reviews	LS	1	0	0	
6a.20	Technical Meetings	LS	1	0	0	
6a.21	Environmental Look-Around (ELA) Meeting	LS	1	0	0	
6a.22	Quality Assurance/Quality Control	LS	%	3%	2	
6a.23	Independent Peer Review	LS	%	0%	0	
6a.24	Supervision	LS	%	3%	2	
Drainage Analysis Nontechnical Subtotal					4	
6a.25	Coordination	LS	%	2%	1	
6a. Drainage Analysis Total					65	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0		0
Pond Siting	EA	0	0	0		0
Agency	EA	0	0	0		0
Local Governments (cities, counties)	EA	3	0	0		0
FDOT Drainage	EA	0	0	0	no	0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				0		0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings	EA	3	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 6.19

Carries to Tab 3

6b. Drainage Plans (HSQ)

Estimator: Nour Shehadeh

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
HSQ Group, Inc.	Nour Shehadeh	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
6b.1	Drainage Map (Including Interchanges)		Sheet	0	0	0	NA
6b.2	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	NA
6b.3	Summary of Drainage Structures		Sheet	0	20	0	NO INCLUDED
6b.4	Optional Pipe/Culvert Material		Sheet	1	0	0	NA
6b.5	Drainage Structure Sheet(s) (Per Structure)		EA	5	2	10	
6b.6	Miscellaneous Drainage Detail Sheets		Sheet	1	8	8	
6b.7	Lateral Ditch Plan/Profile		Sheet	0	0	0	NA
6b.8	Lateral Ditch Cross Sections		EA	0	0	0	NA
6b.9	Retention/Detention Ponds Detail Sheet(s)		Sheet	0	0	0	NA
6b.10	Retention Pond Cross Sections		EA	0	0	0	NA
6b.11	Erosion Control Plan Sheet(s)		Sheet	0	3	0	SHOW ON PLAN SHEETS ONLY
6b.12	SWPPP Sheet(s)		Sheet	3	4	12	
Drainage Plans Technical Subtotal						30	
6b.13	Quality Assurance/Quality Control		LS	%	3%	1	
6b.14	Supervision		LS	%	3%	1	
6. Drainage Plans Total						32	

Project Activity 7: Utilities

Estimator: Lydia Santiago

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE
PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
F. R. Aleman & Associates, Inc.	Amazia Kiboko, PE	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	0	0	
7.2	Identify Existing Utility Agency Owners (UAO(s))	LS	8	1	8	assume 8 UAO
7.3	Make Utility Contacts	LS	8	1	8	Initial Contact, Initial Engineering & Constructability Submittals; (8) UAOs, (2) submittals, (1) Hrs. each
7.4	Exception Processing	LS	1	0	0	N / A
7.5	Preliminary Utility Meeting	LS	1	4	4	Meeting preparation; conduct meeting; transcribe and distribute meeting minutes (includes travel time to D4 Headquarters)
7.6	Individual/Field Meetings	LS	0	4	0	(2) individual/field meetings, (4) Hrs. each (including roundtrip travel time from Doral office to project site.)
7.7	Collect and Review Plans and Data from UAO(s)	LS	8	2	15	(13) UAOs, (2) Hrs. each
7.8	Subordination of Easements Coordination	LS	1	0	0	N / A
7.9	Utility Design Meeting	LS	1	5	5	Meeting preparation; conduct meeting; transcribe and distribute meeting minutes (includes travel time to D4 Office).
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	8	2	16	(8) UAOs, (2) Hrs. each
7.11	Utility Coordination/Followup	LS	8	2	16	(8) UAOs, (2) Hrs. each
7.12	Utility Constructability Review	LS	8	3	24	(8) UAOs, (3) Hrs. each
7.13	Additional Utility Services	LS	1	0	0	N / A
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	N / A
7.15	Contract Plans to UAO(s)	LS	1	0	0	N / A
7.16	Certification/Close-Out	LS	8	1	8	(8) UAOs, (1) Hrs. each
7.17	Other Utilities	LS	1	0	0	N / A
7. Utilities Total					104	

Project Activity 7: Utilities

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	1	0	0	no	0
Preliminary Meeting (see 7.5)	EA	1	5	5	yes	0
Individual UAO Meetings (see 7.6)	EA	2	0	0	no	0
Field Meetings (see 7.6)	EA	1	0	0	no	0
Design Meeting (see 7.9)	EA	1	5	5	yes	1
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	0	0	0		0
Total Meetings				10	Total Project Manager Meetings (carries to Tab 3)	1

Carries to Tab 3

Project Activity 8: Environmental Permits

Estimator: Nour Shehadeh

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE
PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
HSQ Group, Inc.	Nour Shehadeh	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits, Compliances and Clearances					
8.1	Preliminary Project Research	LS	1	4	4	
	Permits					
8.2	Field Work					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	N/A
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.2.3	Species Surveys	LS	1	0	0	
8.2.4	Archeological Surveys	LS	1	0	0	
8.3	Agency Verification of Wetland Data	LS	1	0	0	
8.4	Complete And Submit All Required Permit Applications					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Prepare Dredge and Fill Sketches (as needed)	LS	1	0	0	
8.6	Prepare USCG Permit Sketches	LS	1	0	0	
8.7	Prepare Water Management District Right-of-Way Occupancy Permit	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare Tree Permit Information	LS	1	0	0	
8.10	Mitigation Design	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	

Project Activity 8: Environmental Permits

Page 20 of 30

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.12	Other Environmental Permits	LS	1	40	40	permitting from Broward county
	Environmental Clearances/Reevaluations					
8.13	Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)					
8.13.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.13.2	Archaeological and Historical Features	LS	1	0	0	
8.13.3	Wetland Impact Analysis	LS	1	0	0	
8.13.4	Essential Fish Habitat	LS	1	0	0	
8.13.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.13.6	Section 7 or Section 10 Consultation	LS	1	0	0	
8.14	Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Features	LS	1	0	0	
8.14.3	Wetland Impact Analysis	LS	1	0	0	
8.14.4	Essential Fish Habitat	LS	1	0	0	
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0	
8.15	Contamination Impact Analysis	LS	1	0	0	
8.16	Asbestos Survey	LS	1	0	0	
Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal					44	
8.17	Technical Meetings	LS	1	0	0	Meetings are listed below
8.18	Quality Assurance/Quality Control	LS	%	5%	2	
8.19	Supervision	LS	%	5%	2	
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					4	
8.20	Coordination	LS	%	2%	1	
8. Environmental Permits, Compliance and Clearances Total					49	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments	
Technical Meetings		Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
WMD	EA	0	0	0			0
NMFS	EA	0	0	0			0
USACE	EA	0	0	0			0
USCG	EA	0	0	0			0
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0
FDOT	EA	1	0	0			0
Other Meetings	EA	1	0	0			0
Subtotal Technical Meetings				0		Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)		EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings		EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
Total Meetings				0		Total Project Manager Meetings (carries to Tab 3)	0

Carries to 8.18

Carries to Tab 3

Project Activity 19: Signing and Pavement Marking Analysis

Estimator: Nour Shehadeh

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
HSQ Group, Inc.	Nour Shehadeh	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	NA
19.3	Reference and Master Design File	LS	1	0	0	
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	NA
19.5	Sign Panel Design Analysis	EA	1	0	0	NA
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	NA
19.7	Quantities	LS	0	1	0	
19.8	Cost Estimate	LS	1	8	8	NA
19.9	Technical Special Provisions	LS	1	0	0	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					8	
19.11	Field Reviews	LS	1	0	0	One field review to document all existing signing and markings, 2 Persons.
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	0	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	0	
Signing and Pavement Marking Analysis Nontechnical Subtotal					0	
19.16	Coordination	LS	%	2%	0	
19. Signing and Pavement Marking Analysis Total					8	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
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Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments	
	Sign Panel Design	EA	0	0	0		0
	Queue Length Analysis	EA	0	0	0		0
	Local Governments (cities, counties)	EA	0	0	0		0
	Other Meetings	EA	0	0	0		0
	Subtotal Technical Meetings				0	Subtotal Project Manager Meetings	0
	Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--
	Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
	Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 19.12

Carries to Tab 3

Project Activity 20: Signing and Pavement Marking Plans

Estimator: Nour Shehadeh

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE
PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
HSQ Group, Inc.	Nour Shehadeh	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	2	1	2	
20.2	Summary of Pay Items Including TRNS•Port Input		LS	1	0		0	Will be include in roadway
20.3	Tabulation of Quantities		Sheet	1	12	1	12	One sheet estimated.
20.4	General Notes/Pay Item Notes		Sheet	1	2	1	2	One sheet for general notes.
20.5	Project Layout		Sheet	0	0	0	0	
20.6	Plan Sheet		Sheet	27	5	27	135	40 Scale
20.7	Typical Details		EA	0	0		0	N/A
20.8	Guide Sign Worksheet(s)		EA	0	0		0	NA
20.9	Traffic Monitoring Site		EA	0	0		0	NA
20.10	Cross Sections		EA	0	0		0	NA
20.11	Special Service Point Details		EA	0	0		0	NA
20.12	Special Details		LS	1	0		0	if needed
20.13	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						30	151	
20.14	Quality Assurance/Quality Control		LS	%	3%		5	
20.15	Supervision		LS	%	3%		5	
20. Signing and Pavement Marking Plans Total						30	161	

27. Survey (HSQ)

Estimator: Daniel C. Laak

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
HSQ Group, Inc.	Daniel C. Laak	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.1	Horizontal Project Control (HPC)									Set four poured in place concrete monuments FDOT "C" points, static GPS observations. Sixteen supplemental control points as needed.
	2-Lane Roadway	Mile	3.16	2.00	6.32	1.00	6.32	3.00	18.96	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.2	Vertical PC / Bench Line									One NGS Staion 1 mile from site. Others will be obtained from FDOT.
	2-Lane Roadway	Mile	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.3	Alignment and Existing R/W Lines									The alignment and the range line will be coincident
		Mile	3.16	0.25	0.50	0.50	0.25	300.00	150.00	
27.4	Aerial Targets			Units/Day						no targets
	2-Lane Roadway	EA	0.00	12.00	0.00	0.00	0.00	0.00	0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.5	Reference Points	"A"		Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
	Reference Points	"B"		Units/Day						
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	

27. Survey (HSQ)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.6	Topography/DTM (3D)									Provide DTM including the large intersections of Griffin Road and Stirling Road
		Mile	3.16	10.00	31.60	1.00	31.60	6.00	189.60	
27.7	Planimetric (2D)									
		Mile			0.00		0.00		0.00	
27.8	Roadway Cross-Sections/Profiles									Perform check cross sections at 500' intervals
		Mile	3.16	1.00	3.16	1.00	3.16	4.00	12.64	
27.9	Side Street Surveys									
		Mile			0.00		0.00		0.00	
27.10	Underground Utilities									F.R. Aleman will provide utility dgn
	Designates	Mile/Site			0.00		0.00		0.00	
	Locates	Point			0.00		0.00		0.00	
	Survey			0.00	0.00		0.00		0.00	
27.11	Outfall Survey									
		Mile			0.00		0.00		0.00	
27.12	Drainage Survey			Units/Day						Provide rim elevation, XYZ location of inverts, pipe sizes, materials, connectivity on 50 more or less structures
		EA	50.00	12.00	4.17	0.50	2.08	3.00	12.50	
27.13	Bridge Survey									
	Minor / Major	EA			0.00		0.00		0.00	
27.14	Channel Survey									
		EA			0.00		0.00		0.00	
27.15	Pond Site Survey									
		EA			0.00		0.00		0.00	
27.16	Mitigation Survey									
		Mile			0.00		0.00		0.00	
27.17	Jurisdiction Line Survey									
		Mile			0.00		0.00		0.00	
27.18	Geotechnical Support			Units/Day						
		EA			0.00		0.00		0.00	

27. Survey (HSQ)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.19	Sectional / Grant Survey									
		Corner	8	0.50	4.00	0.50	2.00	2.00	8.00	
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									
		Block	8	0.25	2.00	0.50	1.00	2.00	4.00	
27.21	Maintained R/W									
		Mile			0.00		0.00		0.00	
27.22	Boundary Survey									
		EA			0.00		0.00		0.00	
27.23	Water Boundary Survey									
		EA			0.00		0.00		0.00	
27.24	R/W Staking / R/W Line									
		EA			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation									
		Point			0.00		0.00		0.00	
27.26	Line Cutting									
		Mile			0.00					
27.27	Work Zone Safety									
			33	0.123	4.06					
27.28	Miscellaneous Surveys									
					0.00		0.00		0.00	
Survey Subtotal				Crew Days	57	Field Support Hours	47	Office Support Hours	397	
27.29	Supplemental Surveys									
				57	0		0		0	
27.30	Document Research	Units								
			20.00						20	
27.31	Field Reviews	Units								
			6.00						6	

27. Survey (HSQ)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.32	Technical Meetings	LS								
			8.00						8	
27.33	Quality Assurance / Quality Control	LS								
								5%	20	
27.34	Supervision	LS								
								5%	24	
27.35	Coordination	LS								
								3%	12	
27. Survey Total				Crew Days	57	Field Support Hours	47	Office Support Hours	486	

SPLS =

PLS =

Office Support =

Total Hours = 534

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff Meeting with FDOT	EA	1	0	0		0
Baseline Approval Review	EA	1	0	0		0
Network Control Review	EA	1	0	0		0
Vertical Control Review	EA	1	0	0		0
Local Governments (cities, counties)	EA	3	0	0		0
Final Submittal Review	EA	1	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				0	Subtotal PM Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	**	--
Phase Review Meetings	EA	0	0	0	**	--
Total Meetings				0	Total PM Mtgs (carries to Tab 3)	0

Carries to 27.32

Carries to Tab 3

** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

29. Mapping (HSQ)

Estimator:

SW 48 AVE – SW 52 AVE – COUNTY LINE RD – PARK RD – SW 40 AVE

PPPK-010

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Master CADD File						
29.1	Alignment	Mile	0	0		0	
29.2	Section and 1/4 Section Lines	Section	0	0		0	
29.3	Subdivisions / Property Lines	EA	0	0		0	
29.4	Existing R/W	Mile	0	0		0	
29.5	Topography	Mile	0	0		0	
29.6	Parent Tract Properties/Existing Easements	Parcel	0	0		0	
29.7	Proposed R/W Requirements	Parcel	0	0		0	
29.8	Limits of Construction	Mile	0	0		0	
29.9	Jurisdictional/Agency Lines	Linear Mile	0	0		0	
	Sheet Files						
29.10	Control Survey Cover Sheet	Sheet	0	0		0	
29.11	Control Survey Key Sheet	Sheet	0	0		0	
29.12	Control Survey Detail Sheet	Sheet	0	0		0	
29.13	R/W Map Cover Sheet	Sheet	0	0		0	
29.14	R/W Map Key Sheet	Sheet	0	0		0	
29.15	R/W Map Detail Sheet	Sheet	0	0		0	
29.16	Maintenance Map Cover Sheet	Sheet	0	0		0	
29.17	Maintenance Map Key Sheet	Sheet	0	0		0	
29.18	Maintenance Map Detail Sheet	Sheet	0	0		0	
29.19	Reference Point Sheet	Sheet	0	0		0	
29.20	Project Network Control Sheet	Sheet	3	6		18	Prepare Project Network Control Map
29.21	Table of Ownerships Sheet	Sheet	0	0		0	

29. Mapping (HSQ)

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Miscellaneous						
29.22	Parcel Sketches	Parcel	0	0		0	
29.23	TI/ITF Sketches	Parcel	0	0		0	
29.24	Other Specific Purpose Survey Map	EA	0	0		0	
29.25	Boundary Survey(s) Map	EA	0	0		0	
29.26	R/W Monumentation Map	Sheet	0	0		0	
29.27	Title Search Map	LS	1	0		0	
29.28	Title Search Report	LS	1	0		0	
29.29	Legal Descriptions	Parcel	0	0		0	
29.30	Final Maps/Plans Comparison	Sheet	20	8		160	specific purpose survey 20 sheets
Mapping Technical Subtotal					0	178	
29.31	Field Reviews	EA	1	0		0	
29.32	Technical Meetings	LS	1	0		0	
29.33	Quality Assurance/Quality Control	EA	%	5%		9	
29.34	Supervision	EA	%	5%		9	
Mapping Nontechnical Subtotal						18	
29.35	Coordination	LS	%	3%		6	
29.36	Supplemental Mapping	LA	%	0%		0	
29. Mapping Total					0	202	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff meeting	EA	0	0	0		0
Control map review	EA	0	0	0		0
45/60/90/final map review	EA	0	0	0		0
Other meetings	EA	0	0	0		0
Subtotal Technical Meetings				0	Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 29.32

Carries to Tab 3



Resilient Environment Department

BUILDING CODE DIVISION/ADMINISTRATION

2307 W. Broward Boulevard., Suite 300, Fort Lauderdale, Florida 33312 • 954-765-4400/954-765-4998

April 15, 2024

VIA ELECTRONIC MAIL: aghany@tppfl.gov

Aleem Ghany, Acting Town Manager
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023

Dear Mr. Ghany,

In accordance with the terms of the Interlocal Agreement for Guaranteed Partial Service between the Town of Pembroke Park and the Broward County Building Code Division, this letter serves to report that, due to the rising inflation in the economy, effective October 1st, 2024, the current hourly rate structure for Clerical Support will incur a rate increase of (5%). Please note, Building Code Inspector, Plans Examiner, Chief Building Code Inspector and Building Official will not incur a rate increase (0%) and will remain the same for Fiscal Year 2025. Therefore, the following hourly rates have been used to develop the County's budget:

<i>Building Code Inspector.....</i>	<i>\$92.87/hour</i>
<i>Plans Examiner.....</i>	<i>\$98.80/hour</i>
<i>Chief Building Code Inspector.....</i>	<i>\$99.05/hour</i>
<i>Building Official.....</i>	<i>\$99.80/hour</i>
<i>Clerical Support.....</i>	<i>\$39.60/hour</i>

We understand the need to keep hourly rates as low as possible and have implemented all measures to reduce costs. We are still committed to placing our customer's needs first and will work diligently during the development of future budgets to minimize further increases. We hope to keep your trust and build on the solid foundation that has supported our successful partnership over the years.

If I can provide additional information regarding this year's budgeting process or if you would like to discuss the Town's current service levels, please contact me or my staff at your convenience. Again, thank you for your business.

Sincerely,

**HIPOLITO
CRUZ**

Digitally signed by
HIPOLITO CRUZ
Date: 2024.04.26
14:37:06 -04'00'

Hipolito Cruz, Jr., Director
Building Code Division

cc: Damaris Lugo, P.E., Assistant Director, Building Code Division
Adam Attah, Broward County Building Official (Cities), Building Code Division
Sheryl Page, Business Manager, Building Code Division
Miguel Nunez, Building Official, Town of Pembroke Park, mnunez@townofpembrokepark.com
Marlen Martell, Town Clerk, Town of Pembroke Park, Town Clerk <townclerk@tppfl.gov>

Broward County Board of County Commissioners

Mark D. Bogen • Lamar Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine
Broward.org



Agenda Request

Subject:	Otis Elevator - door lock monitoring
Meeting Date:	PUBLIC NOTICE - SPECIAL COMMISSION MEETING - May 01, 2024
Prepared For:	
Staff Contact:	Aleem Ghany, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	We are recommending approval.
Background Information:	Safety Code ASME 17.3-2017 will be going into effect within the next year. Code will now be requiring all elevator units to have Door Lock Monitoring systems to ensure the safety of passengers. Any violations of this code following its upcoming implementation will be penalized. The county will not allow for any variance for or extensions to this mandate.
Staff Recommendations:	
Financial Implications:	\$29,800.00
Alternatives:	

ATTACHMENTS:

[QTE-000725520-Otis T-Order Proposal \(EN\)](#)
[Pembroke Park - Elevator Modernization Proposal](#)

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

Otis Service and Repair Order

9/8/2023

CUSTOMER NAME

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

OTIS ELEVATOR COMPANY

9786 Premier Parkway
Miramar, FL 33025

OTIS CONTACT

Bernie Adair
Phone:
Email: Bernard.Adair2@otis.com

PROJECT LOCATION

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

PROPOSAL NUMBER

QTE-000725520

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
Z57002	BIG ELV
Z57003	SMALL ELV

SCOPE OF WORK**DOOR LOCK MONITORING**

We will perform the necessary hardware and software modifications to the control system of your elevator(s) to install door lock monitoring. This modification will prevent elevators from leaving the floor with their doors open due to accidentally or intentionally bypassed door circuits.

Means shall be provided to monitor the position of power-operated car doors that are mechanically coupled with the landing doors or power-operated car doors with manually operated swing-type hall doors, while the car is in the landing zone, in order:

(a) to prevent the operation of the car if the car door is not closed (see Section 3.4.2(c) of ASME A17.3), regardless whether the portion of the circuits incorporating the car-door contact or the interlock contact of the landing door coupled with car door, or both, are closed or open, except as permitted under any of the following conditions:

- (1) by a car-leveling or truck-leveling device
- (2) when a hoistway access switch is operated
- (3) when the top-of-car inspection operation utilizing a car door by-pass or hoistway-door bypass switch is activated
- (4) when on any mode of inspection operation; and

(b) To prevent, except as permitted by inspection operation, the power closing of the doors if the car door is fully open and any of the following conditions exist:

- (1) the car-door contact is closed or the portion of the circuit, incorporating this contact is bypassed;
- (2) the interlock contact of the landing door that is coupled to the opened car door is closed or the portion of the circuit, incorporating this contact is bypassed, except when operating during Firefighters' Service Phase II;

Exception: For swing-type door operation, the locking (secondary) contacts shall be monitored.

- (3) the car-door contact and the interlock contact of the door that is coupled to the opened car door are closed, or the portions of the circuits incorporating these contacts are bypassed;

Exception: For swing-type door operation, the locking (secondary) contacts shall be monitored.

Work by Others – Excluded from Our Proposal

OTIS SERVICE AND REPAIR ORDER

- If required, it shall remain the owners' responsibility to contract a third party witnessing agency, to inspect and sign-off on the installation.
- This price is based on the spare wiring being available in the traveling cable. If the required spare wiring is not available, a second proposal will be provided to add an additional traveling cable.
- In the event this modification can be achieved through a software upgrade, the OEM (Original Equipment Manufacturer) may also require additional hardware changes. If this occurs a second proposal will be provided for the required hardware changes.

In the event this modification can be achieved through a software upgrade, the OEM may also require additional hardware changes. In the event the OEM does not notify Otis of any required hardware changes until after a PO is issued to the OEM, a subsequent proposal for the required hardware changes may be required.

Please note this proposal is based on the following spare wiring being available in the traveling cable;

- Two Spares Conductors for Front Open Only Elevator
- Three Spares Conductors for Front / Rear Opening Elevators

If the required spare wiring is not available, a second proposal will be provided to add an additional traveling cable.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

A representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.

PRICE

\$29,800.00

Twenty-nine thousand eight hundred dollars

This price is based on a one hundred percent (100%) downpayment in the amount of \$29,800.00

Payment terms:

- The base proposal price is contingent upon receiving a downpayment of one hundred percent (100%) of the base contract amount.
- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
25%	+ 10%	
75%	+ 5%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

Town of Pembroke Park

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Cristina Baltar

Title: _____

Title: Regional Sales Manager - South Florida

Email: _____

Email: cristinac.baltar@otis.com

Company Name: Town of Pembroke Park

☐ Principal, Owner or Authorized Representative of
Principal or Owner

☐ Agent _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from

the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

11. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
15. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
16. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Dedicated to People Flow™



KONE MODERNIZATION PROPOSAL

Proposal: Pembroke Park MOD
Proposal Date: 10/18/2021

Page 7 of 26



09/11/2021

KONE Inc.
Elevators & Escalators

3421 Enterprise Way
Miramar, Florida, 33025
Mobile +1 19548425409
Work +19544374300
ricardo.escobar@kone.com
www.kone.us

Dear Clint McReynolds,

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of **\$266,227.06** (incl. use tax):

3150 SW 52nd Ave
Pembroke Park, Florida

- This proposal is based on 2022 installation.
- This proposal is valid for (90) days.
- Anticipated downtime: 5 weeks per unit for modernization + 1 weeks for inspection.

Please know that we are available to assist you in coordinating the work by others as further described in our "Bid Attachment B". Should you have any questions or require additional information, please feel free to contact me directly.

We look forward to hearing from you and working together on this project.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Ricardo", written over a light gray rectangular background.

Ricardo Escobar
Sales Executive - Modernization
Kone Inc



Table of Contents

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2.	Ensuring your project success	5
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Appendix 1: KONE 24/7 Connected Services

Appendix 2: Clarifications

Appendix 3: Bid Attachment "A" / KONE Inc. General Terms and Conditions (Modernization)

Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades

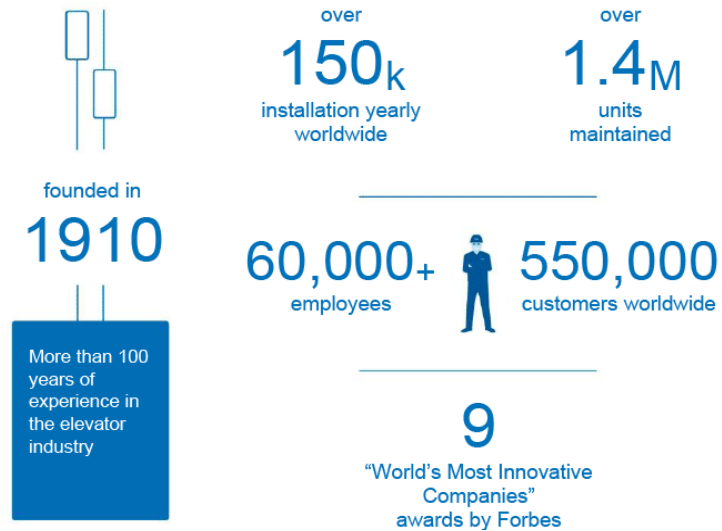


1. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our mission is to make cities better places to live.

Our versatile product portfolio features a wide range of innovative products including elevators, escalators, autowalks, monitoring, access and destination control systems.



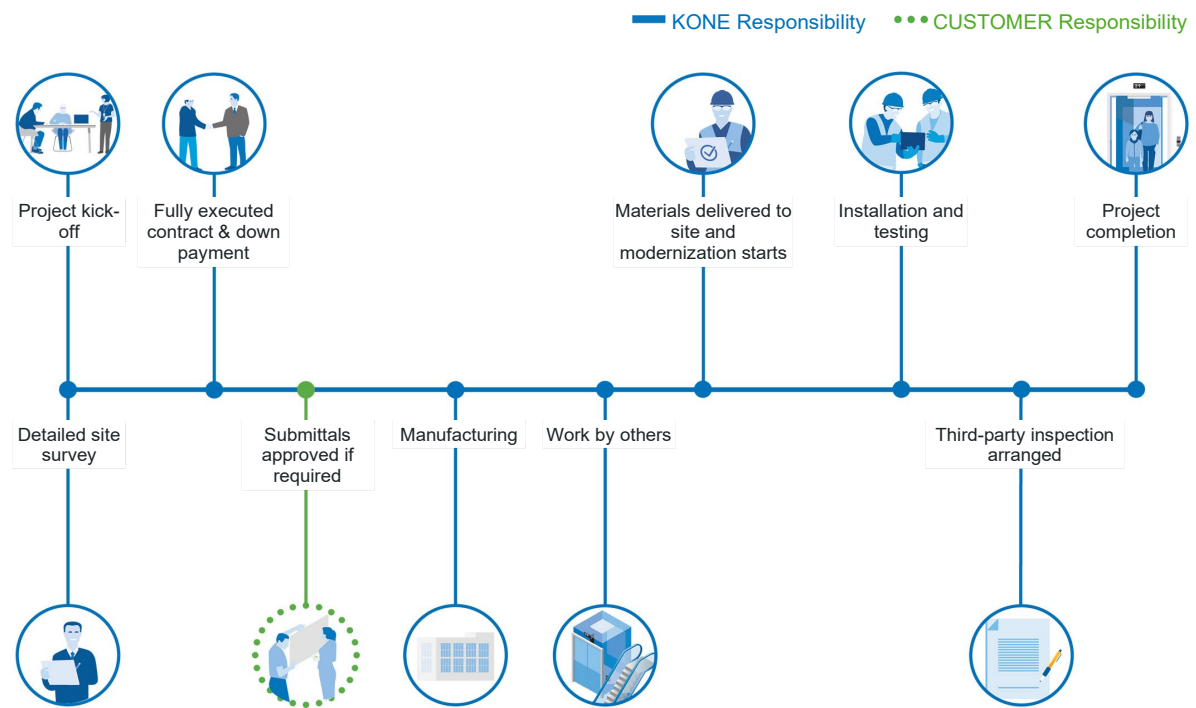
Value for your project

KONE helps you to reduce operational costs, increase end-user satisfaction and value of your building by providing accessible and safe equipment through a professional and trouble-free modernization project.

- ✓ Increased user satisfaction/minimal disturbance to end-users
- ✓ Improved eco-efficiency, reduced energy consumption
- ✓ Improved safety according to latest standards

2. Ensuring your project success

Project Overview



Site Cornerstones

By ensuring that these cornerstones are in place you can ensure that your modernization project stays on schedule and that KONE technicians can perform their work quickly, safely, and with minimum disruption to building operations.

1

Site preparation requirements before materials arrive

- Loading and storage area of suitable size for materials, waste and waste storage, and tools
- Safe access route for new materials and materials being removed
- Access permissions and cards or other access devices for KONE technicians

2

Other works as agreed in the project plan, if not managed by KONE

- Please refer to Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades



3. Your solution

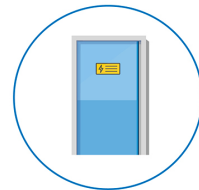
Rated load	Retain Existing
Rated speed	Retain Existing
Travel height	Retain Existing
Number of floors	3 floors / 3 front openings / 0 rear opening

Rated load	Retain Existing
Rated speed	Retain Existing
Travel height	Retain Existing
Number of floors	3 floors / 3 front openings / 0 rear opening

Electrification

KCM831

KONE KCM831 is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE KCM831 is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

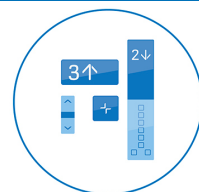


A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, troubleshooting, and adjusting without requiring the use of an outside service tool.

Fixtures

Custom Fixtures

New signalization shall be provided as required.



Doors

Door Panel(s)

New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 1/2 hour.

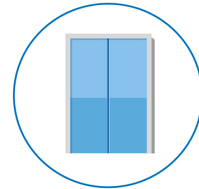
ReNova Door Equipment

A closed loop permanent magnet PWM high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code.

Emergency devices and keys for opening doors from the landing shall be provided as required by the local code. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Door shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval. Door hangers and tracks shall be provided for each car door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.

Curtain of Light

The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.



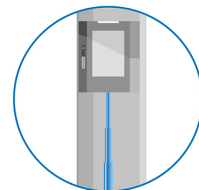
Hydraulic equipment

Power unit

A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.





Miscellaneous

Mechanical Layout Engineering - Machine Room Only

Cab interior allowance of \$15,000.00 per elevator

New Pit ladders

New pit Float switch

Replace jack packings

New slide guide inserts

Cleaning and painting where rust is present

New car top fan

New car top exit switch

Storage container provided – Laydown area for container provided by owner.

Turn-Key work (Alternate 1 – Work not included in base price):

Electrical scope of work two elevator

- 1- Main line safety switch with rejection clips and RK5 fuse.
- 2- Lowering relays in main disconnect to activate battery lowering
- 3- New cab light safety switches.
- 4- Code compliance machine room light fixtures
- 5- GFI receptacles in machine room.
- 6- GFI receptacles in each pit.
- 7- New hoist way lights in each pit.
- 8- Dedicated earth grounds per elevator machine room
- 9- Phone conduit with wire (connections by others)
- 10- Air conditioner connections (adder price for A/C see below)
- 11- Provide electrical permit
- 12- Rough and final electrical inspection included
- 13- Labels on all disconnects
- 15- Price is Base on re-using main line feeders

Machine room Mechanical work two elevators

- 1- 1-ton mini split.
- 2- Refrigeration line set.
- 3- Drain line connection.
- 4- Wall mount condenser stands.
- 5- Line Covers
- 6- Permit provided with this proposal.

General contracting work

- 1- Furnish and install code compliance machine room door
- 2- New closer, self - closing, self locking device
- 3- Paint machine room ceiling, walls and floor
- 4- Paint elevator pit
- 3- Garbage disposal

Fire Alarm Work

- 1- Provide Fire Recall only
- 3- Permits, Programing, engineering, testing pre-inspection and inspection

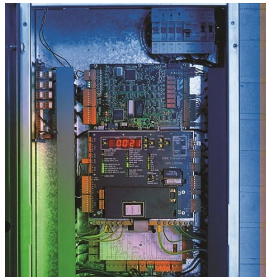


3- Electrical conduit & wire included

Solution details

Elevator / Solution 1

Electrification

Product name	KCM831		
Elevator group size	Simplex		
Code year	2019		
NEMA rating (HW)	Hoistway rating is NEMA 1.		
NEMA rating (MR)	Machine room rating is NEMA 1.		
Power supply voltage [v]	240		
Type of power unit	Submersible		
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).		
New motor size (hp)	Retain Existing		
Motor Starts per Hour	80 Standard		
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.		
Qty of COPs	1		
Qty of hall call lockout switches	0		
Qty of priority service switches	0		
Qty FPO Hall Stations	0		
Hoistway duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).		

Fixtures

Product name	Custom Fixtures
Qty of COPs	1
Qty of new hall stations	3
Qty of car direction lanterns	1
Qty of hoistway access switches	2



Doors

Product name

Door Panel(s)

Car panel finishing material

New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.

Door type

Two speed side opening.



Product name

ReNova Door Equipment

NEMA rating (HW)

Hoistway rating is NEMA 1.

Door type

Two speed side opening.

Door package type

KONE ReNova M6 door package includes a new door operator, restrictive clutch, car door track, car gate switch, car hangers, car door panel adapters, OEM interlocks and hoistway pick up rollers.



Product name

Curtain of Light

Code year

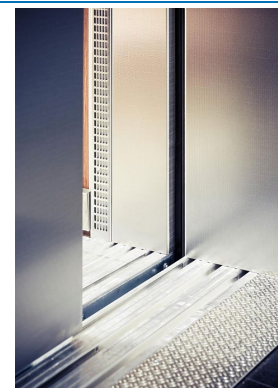
2019

NEMA rating (HW)

Hoistway rating is NEMA 1.

Type of curtain of light

This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.





Hydraulic equipment

Product name	Field Pipe & Accessories
Field Pipe Length (in)	240
Field Pipe Size	2"
Mainline Shutoff Valves	A manual safety valve will be supplied in the oil line at the jack unit (pit) designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed.

Product name	Power unit
Type of power unit	Submersible
New motor size (hp)	Retain Existing
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	240
Field Pipe Size	2"
Jack location	Inground
Jack type	Single Stage
Load class	Passenger
Qty Jacks per Car	1

4. Commercial Offer

Project notes [Insert project specific notes here]

Handover date Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is **26 weeks** from order receipt, deposit and approval of drawings. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Downtime period **6 weeks** per unit

Warranty/maintenance Our Proposal includes 12 months of KONE standard maintenance with KONE 24/7 Connected Services, including **regular time** callback service.

Under no circumstances shall indicators or predictions from KONE 24/7 Connected Services be cause for immediate services. They shall be addressed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE. The remote monitoring devices are provided to the Customer as part of the Services. Customer gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Customer has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE,



INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a five (5) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.

Pricing

Total Sales Price, net including TAX **\$266,227.06**

Additional Options for your Consideration

Alternates	Price excl. tax
Alternate 1 – Turnkey work	\$82,500.00
Alternate 2	\$X,XXX.XX
Alternate 3	\$X,XXX.XX
Alternate 4	\$X,XXX.XX

Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to the purchaser with recommendations and cost for corrective action.



5. Tender Approval

KONE

Ricardo Escobar
3421 Enterprise Way
Miramar, Florida, 33025
ricardo.escobar@kone.com

Owner/Representative

Stephanie Woodbury
Project Manager
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL

Submitted by:

Ricardo Escobar
Sales Executive - Modernization
10/18/2021

We accept the offer constituted by this proposal (total sales price of \$ 266,227.06, incl. use tax) and agree to the conditions contained therein.

Approved by Customer

Printed name: _____

Title:

Company name:

Date:



Appendix 1: KONE 24/7 Connected Services

KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind



In addition to a quality modernization project, we would be excited to discuss KONE 24/7 Connected Services with you and the continuing benefits KONE could bring to your business. KONE is leading the industry with KONE 24/7 Connected Services using the latest intelligent elevator technology allowing us to predict issues and take action before a shutdown occurs. Predictive maintenance allows fewer shutdowns, less call-outs, and improved up-time of equipment - all leading to a better user experience!



Read more at
kone.us/connected



Appendix 2: Clarifications

1. Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments "A" and "B".
2. All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser's responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
3. Existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
4. Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades' failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
5. The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
6. In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
7. Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
8. Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
9. Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
10. For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.
11. Proposed solution is subject to a complete engineering review by KONE engineering team to confirm feasibility of products proposed. Additional charges may apply for work not included, but required to meet system requirements. Additional charges for this work (if applicable) shall be mutually agreed upon.



Appendix 3: Bid Attachment “A” / KONE Inc. General Terms and Conditions (Modernization)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter (“Equipment”), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first. If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE’s scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation.

KONE’s site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE’s site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE’s work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE’s standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE’s control, Customer shall store the Equipment at Customer’s cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization. KONE shall not be required to perform overtime or any Customer directed change to its work (“Extra Work”) without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE’s right to seek payment for Extra Work performed.

KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages.



Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

6. TEMPORARY USE

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

7. HAZARDOUS MATERIALS

KONE's work shall not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made and, in the case of suspension or termination for non-payment, the parties agree that KONE may retake possession and remove any or all of KONE's works, Equipment or apparatus without material damage to the property and irrespective of the manner in which the same is attached or affixed. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punch list. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor.

12. INDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent. KONE shall not provide any information such as KONE's internal manuals, manufacturing drawings, source codes, or other proprietary and confidential information, all of which are excluded from the Proposal.



14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. The insurance requirements contained in the wrap up insurance program's manual shall govern as the only insurance requirements for this Project. In the event that the wrap up insurance program is terminated before completion of KONE's Work, KONE will provide its standard insurance certificates which shall satisfy the insurance requirements for this Project. This shall apply to the project specific Wrap Up Insurance Program's Manual and any applicable enrollment documents. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. TECHNICAL SURVEY

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or other similar means), or a change in law that imposes tariffs on raw materials or finished goods.

21. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.



Appendix 4: Bid Attachment “B” / Site Requirements & Work by Other Trades

The work described below is a summary of work to be performed by others (“Work by Other Trades”) that may be required in conjunction with the elevator modernization performed by KONE (the “Work”). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others. Purchaser shall provide the following unless specifically included in KONE’s Work:

1. ELECTRICAL

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code.
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified.
- Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for KONE 24/7 Emergency Communications, when specified. Must include the means to disconnect each service and lock-off in the “open” position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

If required by building code: standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator’s disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

2. MACHINE ROOM

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7’-0”.
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

3. HOISTWAY

- A code-compliant hoistway, constructed in accordance with KONE’s requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4”.
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42” above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.). Elevator hoistway ventilation to the outside atmosphere as required by building code.

4. FIRE SERVICE

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12” of each sprinkler head.



5. ACCESS INTEGRATION/SECURITY

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

6. COUNTERWEIGHTING

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

7. RK1 FUSES AND CIRCUIT BREAKERS

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

8. GENERAL

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

Memorandum



Date: March 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Agenda Item No. 8(P)(9)

Resolution No. R-192-23

Subject: Recommendation for Approval to Establish a Prequalification Pool for Process Control and Instrumentation (PCI) Equipment

Summary

This item is for the establishment of a prequalification pool for the purchase of Process Control and Instrumentation (PCI) equipment including sensors, transducers, controllers and analytical instrumentation which are used to monitor, analyze and control various processes in water and wastewater treatment. PCI equipment is also used to test, measure, identify, and analyze environmental contaminants and are essential in maintaining the accuracy, efficiency and performance of water and wastewater engineered systems. County departments rely on PCI equipment and services in their daily operations for the maintenance and repair of the water and wastewater treatment systems and existing water quality PCI equipment used to support environmental projects associated with the restoration of Biscayne Bay.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the establishment of a prequalification pool, *EVN0000005, Process Control and Instrumentation (PCI) Equipment* for multiple County departments with an allocation of \$34,389,000 for a five-year term. This pool will replace prequalification pool no. RTQ-00620, Process Control and Instrumentation (PCI) Equipment, which was established by the Board through Resolution No. R-591-18 for a five-year term. The pool was established with nine vendors, of which two were local and one was a certified Small Business Enterprise (SBE) firm. The pool currently has 23 vendors, of which six are local and one is a certified SBE firm. Prequalification pools expire at the end of the term unless extended by the Board prior to the expiration.

The Small Business Enterprise (SBE) measures and Local Preference will be applied at the time of spot market competition where permitted by funding source. Each spot market quote issued under this pool must be submitted to the Small Business Development Division (SBD) for review. To track pool expenditures by vendor, bidding under this and other prequalification pools will gradually be conducted and monitored in a single platform, INFORMS, which will allow staff to provide data reports to the Board, as requested.

Background

This pool will be used by Parks, Recreation and Open Spaces Department (PROS), Regulatory and Economic Resources Department (RER) and Water and Sewer Department (WASD) to meet their operational needs, including routine maintenance, and repairs of existing telemetry systems, purchase various equipment and accessories for air monitoring, water quality monitoring and pollution regulations. The pool includes three groups: i) Group A - original equipment manufacturer (OEM) and/or 'Equal To' brand process control and instrumentation (PCI) equipment, parts and accessories; ii) Group B - services to include repairs, inspections, testing and calibration of PCI equipment; and iii) Group C - installation services of PCI equipment for multiple County departments, on an as needed basis.

To ensure maximum opportunity for local and small businesses to participate in this solicitation and subsequent spot market competition thereunder, prior to advertisement, the scope of services was posted on the Internal Services Department's future solicitations website for two weeks. The solicitation was advertised on INFORMS with 74 notifications sent out, from which 14 suppliers viewed the

MDC001

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
Page 2

notification and 13 responded, including one late response. This prequalification pool will remain advertised on the County's website to encourage additional participation.

Given the diverse nature of PCI equipment required by the user departments, it is in the best interest of the County to establish this pool of vendors, which includes both local and non-local vendors to continue to facilitate the maintenance and repair of the water and wastewater treatment systems and existing water quality PCI equipment in support of environmental projects associated with the restoration of Biscayne Bay.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$34,389,000. The current pool, RTQ-00620, has a cumulative allocation of \$22,690,917 for a five-year term and expires on June 17, 2023. The allocation under the replacement pool is higher than the allocation under the current pool based on the departments' anticipated operational needs for pool's term.

Department	Allocation	Funding Source	Contract Manager
PROS	\$125,000	General Fund	Fernando L. Robreño
RER	\$6,221,000	Proprietary Funds/ FDEP Grant Funding	Joel Arango, Jr.
WASD	\$28,043,000	Proprietary Funds	Susan Pascul
Total:	\$34,389,000		

Track Record/Monitor

Manuel Jimenez of the Strategic Procurement Department is the Procurement Contracting Manager.

Delegated Authority

Upon approval of this item, a pool of prequalified vendors will be established to participate in spot market competitions. The County Mayor or the County Mayor's designee will have the authority to solicit pricing and award contracts up to an aggregate amount of the allocation authorized by the Board. The County Mayor or the County Mayor's designee will also have the authority to (a) exercise all provisions of the solicitation documents and any resulting contracts pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38 and (b) add vendors to the pool at any time, subject to ratification by the Board on a bi-annual basis.

Vendors Prequalified for Pool

A Request to Qualify was issued and 13 vendors responded to the solicitation, which included a late response, and nine are being recommended for inclusion in the pool as set forth in the table below, of which three have local addresses and none are certified SBE firms.

Pursuant to Resolution No. R-477-18, fewer than 75 percent of vendors recommended are local due to a small number of local firms submitting responses and the limited availability of local vendors providing PCI equipment and services. Outreach will be conducted to encourage additional participation by local qualified vendors. After the establishment of the pool, additional qualified vendors may be added to the pool at any time during the term, subject to bi-annual ratification by the Board. There were no adverse findings relating to vendor responsibility.

MDC002

Vendor	Principal Address	Local Address	Principal	Prequalified Group(s)
Accutech Instrumentation, Inc.	2108 Crown View Drive Charlotte, NC	None	Hans Van Der Meulen	A & B
Conde Process Control, LLC	14609 SW 153 Place Miami, FL	14609 SW 153 Place Miami, FL	Laurent Conde	A, B & C
DMT Instruments, LLC	815 N McGowan Avenue Crystal River, FL	None	David Morrissey	A & B
Fluid Control Specialties, LLC	111 Maritime Drive Sanford, FL	None	Robert Whritenour	A, B & C
Hach Company	5600 Lindergh Drive Loveland, CO	None	Gonzales Hermes	A & B
Hadronex, Inc./dba/Smart Cover Systems	2110 Enterprise Street Escondido, CA	None	Corey Williams	A, B & C
Nova Water and Sewer Supplies, Inc.	2401 Drane Field Road Lakeland, FL	4680 NW 74 Avenue Miami, FL	Robert Watson	A, B & C
PSI Technologies, Inc.	151 Nob Hill Road Suite 293 Plantation, FL	None	Eric Doversplike	A
TriNova, Inc.	5409 NW 74 Avenue Miami, FL	Same	Vicente Bolinches	A, B & C

Vendors Not Prequalified for Pool

The vendors in the below table are not being recommended for prequalification. However, the Strategic Procurement Department is providing guidance to these vendors so they can provide the required information and documentation. Upon submission of the required documents and/or verification of information, the vendors may be added to the pool.

Vendor	Local Address	Reason for Not Recommending
Gilson Engineering Sales of Florida, Inc.	No	Vendors did not submit the required documents to satisfy the prequalification criteria. Upon submission and verification of the required documents, the vendors may be added to the pool.
Lewis and Associates, Inc.	No	
Pro-Co, Inc.	No	
Quinn Associates Group, Inc.	No	

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. The review revealed that one vendor, Hach Company, had Occupational Safety and Health Administration (OSHA) complaints. None of the complaints adversely impact the vendor's responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement pool reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user departments. The scope of services was updated to include additional manufacturers' equipment.

MDC003

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Page 4

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies where permitted by the funding source.
- Each spot market quote issued under this solicitation must be submitted to SBD for review.
- Local Preference will be applied at the time of spot market competition, where permitted by the funding source.
- The Living Wage applies to Group B as the services are covered under the Ordinance.



Jimmy Morales
Chief Operations Officer

MDC004



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(9)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

MDC005

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(9)
3-7-23

RESOLUTION NO. _____ R-192-23

RESOLUTION AUTHORIZING ESTABLISHMENT OF PREQUALIFICATION POOL EVN0000005 FOR MULTIPLE COUNTY DEPARTMENTS FOR A FIVE-YEAR TERM IN A TOTAL AMOUNT UP TO \$34,389,000.00 FOR THE PURCHASE OF PROCESS CONTROL AND INSTRUMENTATION (PCI) EQUIPMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SOLICIT PRICING, AWARD CONTRACTS, EXERCISE ALL PROVISIONS OF THE SOLICITATION DOCUMENTS AND ANY RESULTING CONTRACTS PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38, AND ADD VENDORS TO THE POOL AT ANY TIME, SUBJECT TO RATIFICATION BY THE BOARD ON A BI-ANNUAL BASIS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

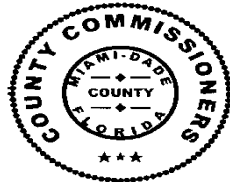
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the establishment of Prequalification Pool EVN0000005 for multiple County departments for a five-year term in a total amount up to \$34,389,000.00 for the purchase of various process control and instrumentation equipment; and authorizes the County Mayor or County Mayor's designee to (a) solicit pricing and award contracts up to an aggregate amount of the allocation authorized by the Board, (b) exercise all provisions of the solicitation documents and any resulting contracts pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38, and (c) add vendors to the pool at any time, subject to ratification by the Board on a bi-annual basis.

MDC006

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** ,
who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien**
and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of March, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

MDC007



ROADMAP
BID NO. EVN0000005, PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION
Updated: June 30, 2023

CONTRACT ADMINISTRATOR: Sherry Y. Crockett, sherry.crockett@miamidade.gov, 305.375.4693

I. OVERVIEW:

This Request to Qualify (RTQ) will be used to purchase original equipment manufacturer (OEM) process control and instrumentation (PCI) equipment, parts, and accessories under Group A; services to include OEM repairs, inspection, testing and calibration of PCI equipment under Group B; and installation of PCI equipment under Group C, for multiple Miami-Dade County departments. Supplier/Vendor submittals are accepted throughout the term of the RTQ for placement in such Pool.

II. TERM

The term of the Pool is sixty (60) months from June 18, 2023 through June 30, 2028. The Pool shall remain open for the term of the RTQ, enabling Vendors to be pre-qualified at any time during the term.

User Departments: *Miami Dade Water & Sewer Department (WASD), Parks, Recreation and Open Spaces (PROS) and Regulatory Economic Resources (RER)*

III. PREQUALIFIED VENDORS:

The following vendors have been pre-qualified to provide process control and instrumentation equipment, parts, and accessories which includes repair services, inspection, testing and calibration of equipment and installation services for the *Miami Dade Water & Sewer Department (WASD), Parks, Recreation and Open Spaces (PROS) and Regulatory Economic Resources (RER)*.

Vendor Name	Address	Contact	Email	Phone	Groups
Accutech Instrumentation, Inc.	6500 Bowden Road Suite 304 Jacksonville, FL 32216	Enrique J. Rueda	enrique@accutech.net	305.331.5683	A & B
AWC, Inc.	6655 Exchequer Road Baton Rouge, LA 70809	Jim Davis	Jim.davis@awc-inc.com	561.777.0303	A, B & C
CL2 Solutions, LLC	2020 Heartland Circle Valrico, FL 33594	Jason Erskine	jason@cl2solutions.com	813.629.2720	A, B & C
Conde Process Control, LLC	14609 SW 153 rd Place Miami, FL 33196	Laurent Conde	laurent@condeprocess.com	305.219.6816	A, B and C
DMT Instruments, LLC	815 N McGowan Avenue Crystal, FL 34429	David Morrissey	sales@dmtinstruments.com	407.488.4598	A & B
Fluid Control Specialties, LLC	111 Maritime Drive Sanford, FL 32771	Robert Whritenour	rwhritenour@fc-spec.com	407.579.5000	A, B and C
Gilson Engineering Sales of Florida, Inc.	1038 NE 35 th Avenue Homestead, FL 33033	Luis Aristeiguieta	la@gilsoneng.com	305.916.0590	A & B
Hach Company	5600 Lindberg Drive Loveland, CO 80538	Glenn Machado	gmachado@hach.com	970.214.9094	A & B
Hadronex, Inc./dba/SmartCover Systems	2110 Enterprise Street Escondido, CA 92029	Maureen C. Fox	mfox@smartcoversystems.com	855.291.1980 Ext 211	A, B and C



ROADMAP
BID NO. EVN0000005, PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION
Updated: June 30, 2023

Vendor Name	Address	Contact	Email	Phone	Groups
Lewis & Associates, Inc.	PO Box 16518 Tampa, FL 33687	Nancy Cobb	ncobb@la-fl.com	813.986.8450	A & B
Nova Water and Sewer Supplies, LLC	5409 NW 74th Avenue Miami, FL 33166	Vincent Bolinches	vbolinch@novawaterweb.com	305.900.3909	A, B and C
PRO-CO, Inc.	910 Belle Avenue Suite 1000 Winter Springs, FL 32708	Bill Grabe	bgrabe@aol.com	407.830.6969	A & B
PSI Technologies, Inc.	3520 Investment Lane Unit 3 Riviera Beach, FL 33404	Brian Gretzinger	brian@psi-techinc.com	305.998.1371	A
Quinn Associates Group, Inc.	309 N. Howard Avenue Tampa, FL 33606	Paul Quinn	paul@quinnassociates.com	813.254.5211	A
TriNova, Inc.	4485 Laughlin Drive S Mobile, AL 36693	Mainara Costa	Mainara.costa@trinovainc.com	863.682.4500 Ext 1086	A, B and C

IV. MANUFACTURERS LIST

Refer to Roadmap Attachment

V SPOT MARKET QUOTE PROCEDURES

Prior to advertisement

Prior to advertising an ITQ or WOPR, Departments are reminded that:

- Ensure you are using the latest ITQ template: <https://intrax.miamidade.gov/procurement/library/itq-solicitation-template.pdf>
- Ensure you are inviting all applicable vendors to participate in the ITQ or WOPR. Unless bidding to a specific group or as otherwise outlined in the RTQ, all vendors shall be invited to participate in the ITQ or WOPR.
- Insurance Requirements, if necessary, should be detailed in the subsequent spot market solicitation. All ITQs and WOPRs shall be sent to Risk Management (Maxine Lodenquai, Maxine.Lodenquai@miamidade.gov) for review of applicable insurance requirements, prior to issuing the ITQ/WOPR. The requirements provided by Risk Management must be included in your ITQ/WOPR.
- All ITQs and WOPRs must be submitted to the Small Business Division of the Internal Services Department (Laurie Johnson, Laurie.Johnson@miamidade.gov) for Small Business Enterprise measures and wage requirements prior to issuing the ITQ/WOPR. The measures and wage requirements provided by Small Business must be included in your ITQ/WOPR.
- All ITQs must be posted to the Cone of Silence Log located here: <https://intrax.miamidade.gov/apps/ISD/SBDCOS/Home/Index>

Prior to award recommendation

Prior to making an award, Departments are reminded that:

- Obtain a signed Non-Collusion Affidavit from the vendor to be recommended for award if the award value exceeds \$250,000. The Collusion Affidavit shall list all vendors that participated in the process.
- Check that the recommended vendor is responsible; including checking the pre-award Vendor Website at <http://intra.miamidade.gov/procurement/vendor-compliance.asp>. Departments may want to include a check of the vendor's performance history in BTS. (Go to Vendors Home Page, click on Registered Vendors, locate the vendor, in that vendor's profile, click on the Non.Perf.Hist. button.)
- Check that the vendor has the applicable insurance on file in the Risk Management database. If not, seek an insurance certificate for the proper coverages and return a copy to Risk Management.



ROADMAP
BID NO. EVN0000005, PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION
Updated: June 30, 2023

At Award Recommendation

- Pursuant to Section 2-11.1(t) of the County Code, all ITQs and WOPRs are subject to the Cone of Silence. Once an award recommendation is made, the department issuing the ITQ shall log onto the Cone of Silence Report and remove the project here: <https://intrax.miamidade.gov/apps/ISD/SBDCOS/Home/Index>.
- In your notice to participants of the quote results, copy the Clerk of the Board (clerkbcc@miamidade.gov) and include language advising the vendor that the Cone of Silence is lifted.
(sample language - In accordance with the referenced solicitation, and Section 2-8.4 of the Code of Miami-Dade County, you are hereby notified that the ___ department, recommends award of this quote to:_____. Our provision of this notice also serves to confirm the lifting of the Cone of Silence from this procurement action as dictated by Section 2-11.1(t) of the County Code.)
- When the award value exceeds \$25,000, allow for a three (3) business day protest period, beginning the day after the award recommendation is posted with the Clerk and notification is sent to all participants.

It is the responsibility of the user Department Director to ensure compliance with the above-mentioned procedures. Purchases under this pool will be subject to random review or audit by County authorities, including but not limited to, the Strategic Procurement Department, Audit and Management, and the Office of the Inspector General.



ROADMAP
BID NO. EVN0000005, PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT - PREQUALIFICATION
Updated: June 30, 2023

V. EVENT LOG

NO.	DATE ISSUED	DESCRIPTION	Officer
3	06/30/2023	Added vendors AWC, Inc. and Gilson Engineering Sales of South Florida, Inc. to the pool	Sherry Y. Crockett
2	06/23/2023	Conde Process Control, LLC has added an additional manufacturer Schneider Electric. See roadmap attachment.	Sherry Y. Crockett
1	06/22/2023	Added vendors CL2 Solutions, LLC, Lewis & Associates, Inc., Pro-Co, Inc., and Quinn Associates Group, Inc. to the pool	Sherry Y. Crockett

**CITY OF OPA-LOCKA AGREEMENT FOR
PROCUREMENT, QUALITY CONTROL, AND INSTALLATION OF A
PUMP STATION TELEMETRY SYSTEM
PROJECT No. 2023-05023**

**(Piggyback of Miami Dade County Contract RT00620 with AWC, Inc for
Process Control & Instrumentation Equipment)**

This Agreement is made this ____ day of _____, 2024, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and AWC, Inc whose address is 6655 Exchequer Drive, Baton Rouge, LA 70809-5148 (the "**Contractor**").

WITNESSETH

WHEREAS, the City of Opa-Locka ("City") seeks to purchase a Pump Station Telemetry System; and

WHEREAS, the Contractor desires to enter into this Agreement with the City to provide Procurement of Equipment, Quality Control, and Installation Services pursuant to MDC Contract RT00620; and

WHEREAS, Miami Dade County has considered a bid submitted by AWC, Inc ("Contractor") in response to its BID No. EVN0000005; and

WHEREAS, Miami Dade County has entered into a Contract with the Contractor for Process Control (Resolution No. 23-130 attached hereto as Composite Exhibit "A"); and

WHEREAS, the term of MDC pool is sixty (60) months, which started on June 18, 2023, and will expire on June 30, 2028; and

WHEREAS, the Contractor agrees to purchase original equipment manufacturer (OEM) process control and instrumentation (PCI) equipment, parts, and accessories; Services to include OEM repairs, inspection, testing and calibration of PCI equipment; and installation of PCI equipment to monitor many aspects of pump station operations and provide an early indication of pending problems before they have an opportunity to disrupt sewer operations in Opa-Locka in an amount not to exceed Two Hundred Ten Thousand Six Hundred Fifty-Four Dollars and 60/100 (\$210,654.60); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between Miami Dade County ITB No. EVN0000005 for Process Control and Instrumentation Equipment; and

WHEREAS, the City Code provides authority for the City 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.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through June 28th, 2022.

Section 2. Contract Terms. The Contractor agrees to provide the City with Milling & Resurfacing in accordance with the City's requirements as set forth herein and the Standard Contract between Miami Dade County and Contractor referenced s contract No. RTQ00620; attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Miami Dade County Agreement, and Contractor Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents for Procurement, and Quality Control, and Installation services provided for the pump station telemetry system. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, the City Manager shall be the City Representative.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for Miami Dade County with regard to any and all provisions of Miami Dade County Agreement applicable hereto, the ITB, and the

Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. 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 City: Darwin Williams, Interim City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy to: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Bob Wenyon, as Chairman
AWC, Inc
6655 Exchequer Drive
Baton Rouge, LA 70809-5148

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City 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 7. E-Verify.

Definitions:

"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.

"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.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that 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 City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to 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 utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring 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. 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 1 year after the date of termination.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

By: _____
Darvin Williams, Interim City Manager

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE USE
OF AND RELIANCE
BY THE CITY OF OPA-LOCKA ONLY:

By: _____
City Attorney
Burnadette Norris-Weeks, P.A.

By: _____
Joanna Flores, City Clerk

CONTRACTOR:
AWC, Inc

By: _____ Witness: _____

PRINT NAME

TITLE

Date: _____ Date: _____

ATTACHMENT-A

Opa-locka's Resolution No. 23-130, including MDC Pre-Qualification Updated Letter of June 30, 2023, with the list of all pre-qualified vendors in response to BID No. ENV0000005 for Process Control and Instrumentation Equipment, and the Contractor's Price Quotation for Opa-locka



CONTRACT NO. RTQ-00620
PROCESS CONTROL INSTRUMENTATION – PREQUALIFICATION

COMMODITY ID: 92557

CONTRACT TERM DATES: 06/18/2018 – 06/17/2023

CONTRACT AMOUNT: \$15,060,000.00 / BPO ID: ABCW1800419

PROCUREMENT CONTRACTING AGENT:

Shereece George / Email: sgeorge@miamidade.gov
Phone: (305) 375-3421

User Department: Miami Dade Water & Sewer Department

Contact: Juan Carlos 'JC' Nevot @ 786-552-8375 / JuanCarlos.Nevot@miamidade.gov

- I. The purpose of this pre-qualification contract is to establish a pool of vendors to participate in Spot Market Purchases for the acquisition of new Process Control Instrumentation Equipment (PCI) units, parts and accessories and services to include: repair, calibration, inspection, testing and installation for various types of process control and instrumentation equipment. Vendors are classified in three (3) different groups:
 - o Group A: PCI Units, parts and accessories
 - o Group B: Repair, inspections, testing, and calibration of PCI equipment
 - o Group C: Installation of PCI equipment
- II. **Quote Procedures:** The County will solicit spot market quotation from qualified bidders on an as-needed basis. All pre-qualified bidders will be solicited for price and availability of projects as needed. All individual Request for Quotes should be reviewed for applicable measures prior to advertising. All quotations issued must be registered with SBD at the following link: <https://intra3.miamidade.gov/ISD/SBD/Login.aspx>. This link officially places your project on the Cone of Silence Report. Additionally the Office of the Commission Auditor (OCA) shall be copied at oca@miamidade.gov when quote is issued.
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- IV. Applicable Ordinances for Quotations:
 - 1) **Local Certified Service – Disabled Veteran** should be applied in accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service Disabled Veteran Business Enterprise (VBE) shall receive a bid preference of 5% of the price bid (for the purpose of evaluation ONLY). A VBE who is also an SBE shall not receive the veteran's preference and shall be limited to any applicable SBE preferences. At the time of bid submission, the vendor must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Status and submit this affirmation and a copy of the actual certification along with the bid.
 - 2) **Local Preference** <http://library.municode.com/index.aspx?clientId=10620&stateId=9&stateName=Florida>: (Section 2-8.5; also applicable to Broward County vendors)

Additionally, a Locally-Headquartered Business shall mean a Local Business as defined above which has a "principal place of business" in Miami-Dade County. "Principal place of business" means the *nerve center or the center of overall direction*,



CONTRACT NO. RTQ-00620
PROCESS CONTROL INSTRUMENTATION – PREQUALIFICATION

control, and coordination of activities of the bidder. If the bidder has only one business location, such business location shall be its principal place of business.

- 3) **Cone of Silence** <http://library.municode.com/index.aspx?clientId=10620&statelD=9&stateName=Florida>; (Section 2-11.1)
- 4) **UAP/Inspector General Fees** <http://library.municode.com/index.aspx?clientId=10620&statelD=9&stateName=Florida>; (Section 2-8.10)

V. How to Apply Bid and Local Preference to Quotes, if applicable:

- 1) Bid preferences shall be given to bidders that are identified as certified SBE/Micro, **if applicable**. The bid preference shall be calculated and subtracted from the total quote price or item for evaluation purposes only. The bid preference is used only to calculate an amount to be used in evaluating the quote and does not affect the final awarded price.
- 2) Whenever a quote contains both, Bid Preference (SBE/Micro) and Local Preference, departments must apply the bid preference first. Follow the Administrative Guidelines stated in the solicitation/contract document with regard to the applicable measure. The preference should be applied as listed in the table below based on the estimated value of the project and whether or not a set-aside or preference measure is applicable:

	SBE-MICRO Tier 1	SBE-MICRO Tier 2	SBE-MICRO Tier 3
Set-Asides Up to \$100K (All SBE Goods and Services firms are eligible for Set-asides)	Bid Preference 10%	Bid Preference 5%	Bid Preference 0%
Set-Asides Over \$100K	\$100K-\$750K	\$750K to \$2 Million	\$2M to \$5 Million
Bid Preference up to \$100K (when not a set-aside)	Bid Preference 10%	Bid Preference 10%	Bid Preference 5%
Bid Preference over \$100K to \$1 Million	All Tiers 10%		
Bid Preference Over \$1 Million	All Tiers 5%		

- 3) Whenever a quote contains both Local and Locally Headquartered Firms: If the apparent low bidder is a non-local firm and the locally headquartered firm prices are within 15% of the low bidder, department must proceed to the apply locally headquartered preference and proceed with following the "Best and Final" (BAFO) process. Similarly, if a Local firm is the lowest bidder and a locally headquartered firm is within 5% of the local firm lowest price, department must proceed to apply locally headquartered preference and obtain the BAFO in accordance with Section 2-8.5 of the Miami-Dade County Code.



CONTRACT NO. RTQ-00620
PROCESS CONTROL INSTRUMENTATION – PREQUALIFICATION

VI. Pre-qualified Bidders & Manufacturers Provided

Vendor Name	Vendor Number	Firm Address	Telephone No.	Company Representative	E-Mail Address
Accutech Instrumentation, Inc.	650126131-01	11101 S. Crown Way Wellington, FL	561-383-7457	Deborah Gade	debbie@accutech.net
Avanti Company, Inc.	591764759-01	22 South Lake Ave Avon Park, FL	305-970-9175	John Corey	jcorey@avanticompany.com
AWC, Inc.	720805761-01	6655 Exchequer Dr. Baton Rouge, LA	813-347-4504	David Penatzer	david.penatzer@awc-inc.com
Corcel Corp	650246259-01	2461 NW 23rd St. Miami, FL	305-636-1880	Ray Corona	paula@corcelcorp.com
Fluid Control Specialists, Inc.	592472308-01	111 Maritime Dr. Sanford, FL	407-302-5611	Susan Whritenour	accounting@fc-spec.com
Gilson Engineering Sales of Florida	650519354-01	1038 NE 35 th Ave Homestead, FL	305-916-0590	Luis Aristeiguieta	la@gilsoneng.com
Hach Company	420704420-03	5600 Lindbergh Dr. Loveland, CO	800-227-4224	Staci Lamfers	bids@hach.com
Hydraulic Sales & Service, Inc.	591692614-01	3700 NW Sth River Dr. Miami, FL	305-542-2618	FRED ORIG	fredo@hydraulicsales.com
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PROCESS CONTROL INSTRUMENTATION – PREQUALIFICATION

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Qualifying Groups	Group A: PCI Units, Parts, & Accessories	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Group B: PCI Services	No	Yes	Yes	No	Yes	Yes	Yes	No	Yes	No	Yes
	Group C: Installation	No	No	Yes	No	No	No	No	No	No	No	No
Manufacturers	ABB			X								
	Acromag									X		
	Action Instruments										X	
	All Weather Inc.								X			
	Ametek Process Instruements										X	
	Ametek/Panalarm											X
	Asahi America, Inc.	X										
	Auma									X		
	Autrol America	X										
	Beamex, Inc.	X										
	Brooks									X		
	Cashco, Inc.	X										
	DeZurik											
	Drager											X
	Dwyer Instruments, Inc.								X			
	Engineered Specialty Products								X			
	Eurotherm/Chesnell										X	
	Flowserve Corp.	X								X		



CONTRACT NO. RTQ-00620
PROCESS CONTROL INSTRUMENTATION – PREQUALIFICATION

Fluid Components Int'l, LLC									X	
Hach Co		X				X				
Honeywell		X								
Info Sense		X								
In-Situ								X		
Krohne								X		
McCrometer		X								
McDaniel Controls, Inc.	X									
Mission			X							
MSA								X		
Nelson								X		
Noshok, Inc.							X			
Parker Hannifin Corp.	X									
Precision Digital						X				
Primary Flow Signal			X							
Pulsar			X							
RACO								X		
Rexa, Inc.										X
Rodney Hunt Co						X				
Rosemount, Inc.				X	X					
Rotork Controls, Inc.				X						
Rotork Fairchild								X		
Seametrics								X		
Servomex Company										X
Siemens Robicon								X		
Siemens						X				
Signet						X				
SOR								X		
Sparling Instruments									X	
Tek-Trol, Inc.	X									
Teledyne Isco								X		
Tracom								X		
United Electric			X							
Valmet			X							
Victaulic Bermad Tech						X				
Wika Instrument Corp.	X									



CONTRACT NO. RTQ-00620
PROCESS CONTROL INSTRUMENTATION – PREQUALIFICATION

VII. Event Log

<u>Date</u> ↓	<u>Event</u> ↓	<u>Officer</u>
7/18/2018	ADD Vendors: Fluid Control Specialties (592472308-01) & Gilson Engineering Sales of FL (650519354-01)	S.George
6/26/2018	New Roadmap published	S.George
6/14/2018	New prequalification contract: RTQ-00620 / 06/18/2018 – 06/17/2023 Contract Allocation: \$15,060,000.00 / BPO ID: ABCW1800419	S.George



CONTRACT NO. RTQ-00620
PROCESS CONTROL INSTRUMENTATION – PREQUALIFICATION

COMMODITY ID: 92557

CONTRACT TERM DATES: 06/18/2018 – 06/17/2023

CONTRACT AMOUNT: \$15,060,000.00 / BPO ID: ABCW1800419

PROCUREMENT CONTRACTING AGENT:

Shereece George / Email: sgeorge@miamidade.gov
Phone: (305) 375-3421

User Department: Miami Dade Water & Sewer Department

Contact: Juan Carlos 'JC' Nevot @ 786-552-8375 / JuanCarlos.Nevot@miamidade.gov

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	Acromag									X		
	Action Instruments										X	
	All Weather Inc.								X			
	Ametek Process Instruments										X	
	Ametek/Panalarm											X
	Asahi America, Inc.	X										
	Auma									X		
	Autrol America	X										
	Beamex, Inc.	X										
	Brooks									X		
	Cashco, Inc.	X										
	DeZurik											
	Drager											X
	Dwyer Instruments, Inc.								X			
	Engineered Specialty Products								X			
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	Flowserve Corp.	X								X		



CONTRACT NO. RTQ-00620
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Fluid Components Int'l, LLC									X	
Hach Co		X				X				
Honeywell		X								
Info Sense		X								
In-Situ								X		
Krohne								X		
McCrometer		X								
McDaniel Controls, Inc.	X									
Mission			X							
MSA								X		
Nelson								X		
Noshok, Inc.							X			
Parker Hannifin Corp.	X									
Precision Digital						X				
Primary Flow Signal			X							
Pulsar			X							
RACO								X		
Rexa, Inc.										X
Rodney Hunt Co						X				
Rosemount, Inc.				X	X					
Rotork Controls, Inc.				X						
Rotork Fairchild								X		
Seametrics								X		
Servomex Company										X
Siemens Robicon								X		
Siemens						X				
Signet						X				
SOR								X		
Sparling Instruments									X	
Tek-Trol, Inc.	X									
Teledyne Isco								X		
Tracom								X		
United Electric			X							
Valmet			X							
Victaulic Bermad Tech						X				
Wika Instrument Corp.	X									



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VII. Event Log

<u>Date</u> ↓	<u>Event</u> ↓	<u>Officer</u>
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SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

FORT LAUDERDALE (954) 524-5505 • JACKSONVILLE (904) 899 – 9950 • MIAMI (305) 358-6300 • ORLANDO (407) 423-3200
SARASOTA (941) 552-3500 • TALLAHASSEE (850) 241-1717 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500
E-mail: billing@shutts.com

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

February 26, 2024
Atty No.: 0116
Invoice: 1869556

Client: 57268-0001

Re: ***Internal Investigation***

For professional services rendered thru: ***December 31, 2023***

Total Service	11,793.00
Total Expense	0.00
Credits Applied	(0.00)
Current Balance Due	11,793.00
<i>Prior Balance Due</i>	0.00
Total Balance Due	\$11,793.00

Terms: DUE UPON RECEIPT.

A 1% per month late payment charge will apply on any unpaid balance over 30 days from date of invoice.

Federal I.D. No. 59-0447122

TO ENSURE PROPER CREDIT, PLEASE RETURN ONE COPY OF THE COVER SHEET WHEN MAKING PAYMENT.
THANK YOU.

SHUTTS & BOWEN LLP

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E-mail: billing@shutts.com

ELECTRONIC PAYMENT INSTRUCTIONS

ACH PAYMENT INSTRUCTIONS:

Beneficiary Bank: TRUIST
Bank Address: 214 N. Tryon St.
Charlotte, NC 28202

ABA Number: 063102152
Beneficiary Account Number: 0189001217220
Beneficiary Account Name: Shutts & Bowen Operating Account

WIRE INSTRUCTIONS:

Beneficiary Bank: TRUIST
Bank Address: 214 N. Tryon St.
Charlotte, NC 28202

ABA Number: 053101121
SWIFT Code: BRBTUS33
Beneficiary Account Number: 0189001217220
Beneficiary Account Name: Shutts & Bowen Operating Account

NEW SECURE CHECK ADDRESS AND REMITTANCE INSTRUCTIONS

Shutts & Bowen has a new secure check address for your remittance available immediately.
Please use this new address to avoid delays in processing your check payments.

NEW SECURE CHECK ADDRESS:

Shutts & Bowen LLP
P.O. Box 919770
Orlando, FL 32891-9770

FEDERAL EXPRESS SECURE CHECK OVERNIGHT ADDRESS:

Lockbox Department
Attn: Shutts & Bowen LLP 919770
7699 Golf Channel Drive
Orlando, FL 32819

SHUTTS & BOWEN LLP

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E-mail: billing@shutts.com

Atty No.: 0116
Invoice: 1869556

— SERVICES RENDERED —

Date	Description	Attorney	Hours
12/04/23	Revise and finalize memorandum from notes taken at Mark Pakula's interview.	JM2	0.70
12/04/23	Begin drafting Memorandum of from notes taken at Babette Friedman's interview.	JM2	0.60
12/05/23	Continue drafting memorandum from statement taken from complainant Babbette Freidman.	JM2	0.70
12/06/23	Continue drafting memorandum from statement taken from complainant Babbette Freidman.	JM2	0.40
12/06/23	Begin drafting research memorandum on statutory provisions detailing routes to remove an elected official of a municipality.	JM2	1.20
12/07/23	Research and analysis of each enumerated grounds for removal of elected officials per s.100.361, Fla. Stat.	JM2	1.20
12/07/23	Continue drafting research memorandum on legal parameters of elected official removal options.	JM2	0.50
12/07/23	Review and analysis of caselaw and statutes found for misuse of public office.	JM2	1.20
12/07/23	Review and analyze caselaw and statutes found for allegations of retaliation: Donovan v. Broward County Bd. of Com'rs, 974 So.2d 458 (2008)	JM2	0.50
12/08/23	Continue drafting research memorandum.	JM2	0.80
12/08/23	Review Ethics decisions caselaw for inclusion of an analysis regarding same in research memorandum: Bennett v. Commission on Ethics, 871 So.2d 924 (2004); Robinson v. Commission on Ethics, 242 So.3d 467 (2018)	JM2	0.30
12/08/23	Research cyberstalking and harassment legal standards.	JM2	0.00
12/08/23	Review and analyze case Krapacs v. Bacchus, 301 So.3d 976 (2020) regarding cyberstalking through the tagging of victim on social media.	JM2	0.60
12/08/23	Review and analyze Klein v. Manville, 363 So.3d 1163 (2023) regarding the number of acts necessary to prove stalking occurred.	JM2	0.60
12/08/23	Review analyze Raulerson v. Font, 277 So.3d 1057	JM2	0.00

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— SERVICES RENDERED —

Date	Description	Attorney	Hours
	(2018) regarding		
12/08/23	Review and analyze Pickett v. Copeland, 236 So.3d 1142 (2018) re: definitions of "stalking", "harass" and "course of conduct".	JM2	0.30
12/11/23	Continue drafting and finalizing Memorandum from interview with Babette Friedman.	JM2	4.30
12/11/23	Gather evidence from Facebook with date stamps.	JM2	0.20
12/11/23	Draft memorandum from interview of Mayor Ashira Mohammed.	JM2	0.90
12/11/23	Research and analysis of caselaw relating to making a false report and the misuse of public funds.	JM2	0.50
12/12/23	Review and analyze HB 543, s. 817.49, Fla. Stat., and s.790.06 Fla. Stat.	JM2	0.00
12/12/23	Review Wednesday, November 8 Commission Meeting.	JM2	0.00
12/12/23	Review and analyze Fernandez v. City of Miami, 147 So.3d 553 (2014) regarding making false claims for reimbursement to city's finance department.	JM2	0.50
12/12/23	Continue drafting legal memorandum on legal recourse.	JM2	0.20
12/12/23	Watch April 12, 2023 Town Commission Meeting.	JM2	0.60
12/12/23	Analysis of Town Investigation Policy provisions on Retaliation, Interference and Intimidation.	JM2	0.30
12/14/23	Analysis of local government limitation regarding addressing elected officials.	JM2	0.10
12/14/23	Memo for Mayor Mohammed.	JM2	1.40
12/14/23	Draft Memorandum of notes from Interview of Vice Mayor Eric Morrisette.	JM2	2.10
12/14/23	Draft Memorandum of notes from Interview of former Town Manager, J.C. Jimenez.	JM2	0.20
12/15/23	Continue drafting J.C. Jimenez Memorandum.	JM2	0.10
12/15/23	Research and analysis on impersonating a law enforcement officer and taking photos without consent.	JM2	0.70
12/15/23	Review and analyze Santiago v. Leon.	JM2	0.00

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

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E-mail: billing@shutts.com

Atty No.: 0116
Invoice: 1869556

— SERVICES RENDERED —

Date	Description	Attorney	Hours
12/18/23	Multiple communications with counsel for Town employees re: terms and coordination of interview dates and time.	SCC	0.50
12/18/23	Continue drafting J.C. Jimenez Memorandum.	JM2	2.10
12/18/23	Draft and prepare questions for interview of Town Commissioner.	JM2	0.10
12/18/23	Draft Correspondence with counsel for witnesses for interviews.	JM2	0.50
12/18/23	Begin drafting Marlen Martell Memorandum.	JM2	1.80
12/19/23	Continue drafting Marlen Martell Memorandum.	JM2	2.20
12/20/23	Draft correspondence to Town Commissioner Jacobs re: request for interview re: two separate Town employee complaint.	SCC	0.30
12/20/23	Draft electronic correspondence to Michael Pizzi, Esq. re: Town Commissioner Jacobs; Telephone call to Michael Pizzi; draft attorney notes.	SCC	0.50
12/20/23	Receive and consider correspondence from Town Commissioner Jacobs re: directions to communicate with his counsel.	SCC	0.20
12/21/23	Multiple communication with counsel for Town employees request for interview per pending investigation of Town employee complaints against Town Commissioner.	SCC	0.30
12/21/23	Review Town's Investigation Policy to draft response to witnesses' counsel based on necessity of witnesses complying with request for an interview.	JM2	0.00
12/21/23	Draft analysis of the Town's Investigation Policy protocol regarding employee's requirement to comply with investigation.	JM2	0.00
12/21/23	Receive and review Correspondence from legal counsel for witnesses regarding witnesses' requirement to comply with request to be interviewed.	JM2	0.10
12/22/23	Draft interview questions for Interview of Commissioner Jacobs.	JM2	0.40
12/22/23	Prepare to draft report by gathering facts from witness statements	JM2	0.10

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— SERVICES RENDERED —

Date	Description	Attorney	Hours
12/22/23	Review 17 page Sexual Harassment Report authored by Nicole Martell, Esq.	JM2	1.00
12/22/23	Review Sexual harassment complaints.	JM2	0.30
12/22/23	Review email threads and social posts from Commissioner Jacobs, submitted by Babette Friedman.	JM2	0.90
Total Fees for Professional Services:			\$11,793.00

— FEES SUMMARY —

Attorney	Title	Hours	Rate	Total
Calloway, Sidney C.	Partner	1.80	485.00	873.00
Morgan, Janeil A.	Associate	31.20	350.00	10,920.00
Total		33.00		\$11,793.00

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

March 6, 2024
Atty No.: 0116
Invoice: 1870667

Client: 57268-0001

Re: ***Internal Investigation***

For professional services rendered thru: ***January 31, 2024***

Total Service	4,995.00
Total Expense	0.00
Credits Applied	(0.00)
Current Balance Due	4,995.00
<i>Prior Balance Due</i>	11,793.00
Total Balance Due	\$16,788.00

Terms: DUE UPON RECEIPT.

A 1% per month late payment charge will apply on any unpaid balance over 30 days from date of invoice.

Federal I.D. No. 59-0447122

TO ENSURE PROPER CREDIT, PLEASE RETURN ONE COPY OF THE COVER SHEET WHEN MAKING PAYMENT.
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E-mail: billing@shutts.com

ELECTRONIC PAYMENT INSTRUCTIONS

ACH PAYMENT INSTRUCTIONS:

Beneficiary Bank:	TRUIST
Bank Address:	214 N. Tryon St. Charlotte, NC 28202
ABA Number:	063102152
Beneficiary Account Number:	0189001217220
Beneficiary Account Name:	Shutts & Bowen Operating Account

Please send ACH remittance information to: CashReceipts@shutts.com

WIRE INSTRUCTIONS:

Beneficiary Bank:	TRUIST
Bank Address:	214 N. Tryon St. Charlotte, NC 28202
ABA Number:	053101121
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Beneficiary Account Number:	0189001217220
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Atty No.: 0116
Invoice: 1870667

— SERVICES RENDERED —

Date	Description	Attorney	Hours
01/05/24	Teleconference with the Town Mayor re: request for additional information and documentation concerning allegations against Town Commissioner.	SCC	0.20
01/12/24	Discuss communication with opposing counsel of witnesses for regarding interviews and draft correspondence regarding same.	JM2	0.30
01/16/24	Review correspondence from counsel for Town employees re: coordinating interview meeting dates.	SCC	0.10
01/16/24	Draft correspondence to legal counsel for Town Commissioner regarding request for coordination of interview of Town Commissioner.	SCC	0.40
01/16/24	Receive and review correspondence from attorney of potential witnesses regarding scheduling of interviews and zoom meeting accessibility.	JM2	0.10
01/17/24	Begin compiling and reviewing witness statements to draft in investigation report.	JM2	0.20
01/18/24	Draft Town Investigation Report.	JM2	2.70
01/19/24	Continue drafting investigation report.	JM2	1.30
01/23/24	Review and respond to communication from legal counsel for Town Employees re: coordinating meeting and interview of Town Employees.	SCC	0.30
01/23/24	Receive and review correspondence from attorney of potential witnesses regarding the scheduling of interviews.	JM2	0.10
01/30/24	Receive and consider communication from Town Mayor/Commissioner regarding City Clerk complaint of retaliatory conduct by Town Commissioner	SCC	0.40
01/30/24	Continue drafting Town Report through Section II.	JM2	1.40
01/31/24	Consideration of communication received from Mayor/City Commission re: Town Commissioner Jacobs.	SCC	0.30
01/31/24	Multiple communications with legal counsel for Town employees re: unavailability for employee interview.	SCC	0.30
01/31/24	Review and analyze Pizzi v. Miami of Miami Lakes.	JM2	0.40
01/31/24	Review and analyze Chavez v. City of Tampa, 560	JM2	0.10

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Atty No.: 0116
Invoice: 1870667

— SERVICES RENDERED —

Date	Description	Attorney	Hours
	So.2d 1214 (1990).		
01/31/24	Review Complaint Babette Friedman vs. Town Of Pembroke Park, et al, Case No. CACE23022413.	JM2	0.40
01/31/24	Research whether the Town is obligated to pay for a commissioner's legal fees when sued by an employee.	JM2	0.60
01/31/24	Review and analyze Jackson v. School Board of Okaloosa County.	JM2	0.60
01/31/24	Review Letter from Law Office of Michael Pizzi regarding the payment of Commissioner Jacob's legal fees.	JM2	0.10
01/31/24	Review January 26, 2024, Letter from Town Clerk.	JM2	0.20
01/31/24	Continue drafting Town Report through Section beginning section III.	JM2	0.10
01/31/24	Draft Research Memorandum on legal sufficiency of Atty Pizzi's claims in letter to the Town Commission.	JM2	1.40
01/31/24	Continue drafting memorandum of Marlen Martell.	JM2	0.70
01/31/24	Review and analyze Thorber v. City of Ft. Walton Beach, 568 So.2d 914 (Fla. 1990).	JM2	0.70
01/31/24	Review Communication from Counsel for Witnesses Nazly Cardona and Joseline Ramirez regarding recent January 24, 2024 Agenda Workshop Meeting.	JM2	0.10
Total Fees for Professional Services:			\$4,995.00

— FEES SUMMARY —

Attorney	Title	Hours	Rate	Total
Calloway, Sidney C.	Partner	2.00	485.00	970.00
Morgan, Janeil A.	Associate	11.50	350.00	4,025.00
Total		13.50		\$4,995.00

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

March 29, 2024
Atty No.: 0116
Invoice: 1880611

Client: 57268-0001

Re: ***Internal Investigation***

For professional services rendered thru: ***February 29, 2024***

Total Service	5,204.00
Total Expense	0.00
Credits Applied	(0.00)
Current Balance Due	5,204.00
<i>Prior Balance Due</i>	16,788.00
Total Balance Due	\$21,992.00

Terms: DUE UPON RECEIPT.

A 1% per month late payment charge will apply on any unpaid balance over 30 days from date of invoice.

Federal I.D. No. 59-0447122

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ELECTRONIC PAYMENT INSTRUCTIONS

ACH PAYMENT INSTRUCTIONS:

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ABA Number:	063102152
Beneficiary Account Number:	0189001217220
Beneficiary Account Name:	Shutts & Bowen Operating Account

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Aleem Ghany

March 29, 2024
Atty No.: 0116
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Credits Applied	(0.00)
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E-mail: billing@shutts.com

Atty No.: 0116

Invoice: 1880611

— SERVICES RENDERED —

Date	Description	Attorney	Hours
02/01/24	Finalize interview memorandum of Marlen Martell.	JM2	1.50
02/01/24	Continue drafting Town Report through Section beginning section III, Finding of Facts.	JM2	1.70
02/06/24	Review Complaint correspondence from Town Clerk sent on February 5, 2024.	JM2	0.20
02/06/24	Continue drafting Investigation Report.	JM2	1.80
02/07/24	Continue drafting Investigation Report.	JM2	0.40
02/07/24	Review caselaw; Torres v. Pasco County Fla.;	JM2	1.50
02/12/24	Research statutory procedure requirement for responding to a demand for the Town's insurance policy. (draft brief memo; review fla. stat. 768.28)	JM2	1.80
02/26/24	Consider and complete protocol for secure delivery of draft witness interview memorandums to respective town employees for review, edits or revisions through the Town Manager.	SCC	0.40
02/26/24	Begin review final drafts of Firm witness interview memorandums for witness edits/revisions and final acknowledgement and execution	SCC	1.60
02/26/24	Make further revisions to Conclusions section of investigation report.	JM2	0.60
02/27/24	Review edits and revisions proposed by Babbette Friedman re: final interview statement and memorandum.	SCC	0.40
02/27/24	Review multiple memoranda for edits and revisions.	JM2	0.60
Total Fees for Professional Services:			\$5,204.00

— FEES SUMMARY —

Attorney	Title	Hours	Rate	Total
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— FEES SUMMARY —

Attorney	Title	Hours	Rate	Total
Calloway, Sidney C.	Partner	2.40	485.00	1,164.00
Morgan, Janeil A.	Associate	10.10	400.00	4,040.00
Total		12.50		\$5,204.00

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E-mail: billing@shutts.com

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

May 7, 2024
Atty No.: 0116
Invoice: 1891852

Client: 57268-0001

Re: ***Internal Investigation***

For professional services rendered thru: ***March 31, 2024***

Total Service	14,584.00
Total Expense	0.00
Credits Applied	(0.00)
Current Balance Due	14,584.00
<i>Prior Balance Due</i>	21,992.00
Total Balance Due	\$36,576.00

Terms: DUE UPON RECEIPT.

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Federal I.D. No. 59-0447122

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ELECTRONIC PAYMENT INSTRUCTIONS

ACH PAYMENT INSTRUCTIONS:

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Charlotte, NC 28202

ABA Number: 063102152
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E-mail: billing@shutts.com

Atty No.: 0116

Invoice: 1891852

— SERVICES RENDERED —

Date	Description	Attorney	Hours
03/01/24	Receive and review revised Memorandum from M. Pakula .	SCC	0.40
03/01/24	Review and direct correspondence to Town Manager re: request for review and execution of memorandum by Town Clerk	SCC	0.30
03/01/24	Receive and review executed Memorandum for Town Commissioner Hodkins.	SCC	0.20
03/01/24	Final edits to draft Investigation Report.	JM2	1.10
03/04/24	Receive and review executed Memorandum from Babette Friedman,, including employee edits and revisions	SCC	0.30
03/04/24	Review and analysis of employee additional edits and revision to M. Pakula Memorandum	SCC	0.60
03/04/24	Review and edit final memorandum of M. Pakula for execution.	SCC	0.70
03/04/24	Update Table of Contents in Investigation Report.	JM2	0.10
03/05/24	Review M. Pakula final executed Memorandum, as edit and revised by Employee.	SCC	0.30
03/05/24	Continue drafting Town of Pembroke Park Investigation Report.	JM2	2.00
03/06/24	Further revise and draft Investigation Report.	JM2	1.00
03/08/24	Revise and continue drafting conclusion section of Investigation Report.	JM2	1.80
03/11/24	Continue finalizing investigation report.	JM2	0.40
03/12/24	Revise Investigation Report to include Recommendations.	JM2	2.20
03/12/24	Receive and review correspondence from Town Clerk of interview memorandum and subsequent attached documents; further review attached documents.	JM2	0.40
03/19/24	Research issue regarding an elected official violating a municipal code of ordinances.	JM2	0.70
03/20/24	Discuss Commission remedies and recommendations with Sidney Calloway.	JM2	0.00
03/22/24	Research and analysis of Torres v. Pasco County Fla. re: sexual harassment and hostile work environment; prepare	SCC	0.30

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ATTORNEYS AND COUNSELORS AT LAW

FORT LAUDERDALE (954) 524-5505 • JACKSONVILLE (904) 899 – 9950 • MIAMI (305) 358-6300 • ORLANDO (407) 423-3200
SARASOTA (941) 552-3500 • TALLAHASSEE (850) 241-1717 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500
E-mail: billing@shutts.com

Atty No.: 0116

Invoice: 1891852

— SERVICES RENDERED —

Date	Description	Attorney	Hours
	attorney notes re: application to BF hostile work environment allegation against Town Commissioner.		
03/23/24	Continue review and analysis of applicable Florida and Federal legal precedent applicable to Babette Friedman hostile work environment and retaliation claim against Town Commissioner; draft attorney notes for reference and inclusion in findings and analysis in Final Report.	SCC	2.90
03/24/24	Complete analysis and additional research on Florida law applicable to cyberstalking allegations by B. Friedman against Town Commissioner; draft attorney notes for reference in findings of Final Report. confer with Associate counsel re: criminal and civil precedent for cyberstalking allegations.	SCC	1.50
03/24/24	Revise section dealing with retaliation and review memoranda to develop facts regarding same.	JM2	2.70
03/24/24	Research hostile work environment element as to gender .	JM2	0.50
03/25/24	Complete supplemental research and analysis on female employee claim of unlawful harassment under hostile work environmental precedent;	SCC	1.50
03/25/24	Begin edit and revisions to final Report and Recommendations on Employee Complaints.	SCC	1.40
03/25/24	Final Review of entire Report and Recommendations before submission.	JM2	4.60
03/26/24	Continue final edits and revisions to Firm Final Report and Recommendations to Town Pembroke Park re: disposition of employee Complaints;	SCC	1.80
03/26/24	Review clarifications.	JM2	1.50
03/27/24	Review digital/electronic link containing investigative materials referenced in Final Report and Recommendations.	SCC	0.40
03/28/24	Complete edit and review of unexecuted memorandum of interview statement of Mayor Ashira Mohammed for release and disclosure to Town.	SCC	0.70
03/29/24	Complete preparation of Final Report and Recommendations, including all investigative materials for deliver to Town via secure file share protocol;	SCC	1.10

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

FORT LAUDERDALE (954) 524-5505 • JACKSONVILLE (904) 899 – 9950 • MIAMI (305) 358-6300 • ORLANDO (407) 423-3200
SARASOTA (941) 552-3500 • TALLAHASSEE (850) 241-1717 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500
E-mail: billing@shutts.com

Atty No.: 0116

Invoice: 1891852

— SERVICES RENDERED —

Date	Description	Attorney Hours
	communication with Town Manager	
Total Fees for Professional Services:		\$14,584.00

— FEES SUMMARY —

Attorney	Title	Hours	Rate	Total
Calloway, Sidney C.	Partner	14.40	485.00	6,984.00
Morgan, Janeil A.	Associate	19.00	400.00	7,600.00
Total		33.40		\$14,584.00



LIFELOCK RETAIL PRODUCTS - WHOLESALE PRICING MATRIX

PER PERSON RATES & QUANTITY BASED DISCOUNT

	Standard 1/Yr Price	Total Codes/People:	60
LifeLock Standard/Junior	\$ 144.00		
LifeLock Advantage	\$ 276.00	Year 1 Discount	70.00%
LifeLock Ultimate Plus	\$ 420.00	Year 2+ Discount	30.00%

PER PERSON RATES - POST DISCOUNTS

	1 Year Membership	2 Year Membership	3 Year Membership
LifeLock Standard	\$ 43.20	\$ 73.44	\$ 103.68
LifeLock Advantage	\$ 82.80	\$ 140.76	\$ 198.72
LifeLock Ultimate Plus	\$ 126.00	\$ 214.20	\$ 302.40

TOTAL GROUP COST - BY PRODUCT & MEMBERSHIP TERM

	1 Year Membership	2 Year Membership	3 Year Membership
LifeLock Standard	\$ 2,592.00	\$ 4,406.40	\$ 6,220.80
LifeLock Advantage	\$ 4,968.00	\$ 8,445.60	\$ 11,923.20
LifeLock Ultimate Plus	\$ 7,560.00	\$ 12,852.00	\$ 18,144.00

Rates expire on 22-May-2024

Prepared by : Jacob Leidall, Sr Cyber Risk Solutions | (480) 721-3672

24/7 Breach Hotline: (844) 698-8647 | www.LifeLock.com/Breach

This document is PROPRIETARY and CONFIDENTIAL. No part of this document may be disclosed in any manner to a third party without the prior written consent of NortonLifeLock, Inc.



Agenda Request

Subject:	Grammarly Software for Town
Meeting Date:	05 08 2024 DRAFT AGENDA REGULAR COMMISSION MEETING - May 08 2024
Prepared For:	
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve software
Background Information:	This is software to help with grammar
Staff Recommendations:	
Financial Implications:	The cost is \$7,340.52 for one year.
Alternatives:	

ATTACHMENTS:

[Quotation #0227376210 - Town Of Pembroke Park - Re](#)

SOLD-TO PARTY 11115292

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

SHIP-TO

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

Quotation

Quotation Number : [0227376210](#)
Document Date : 02-MAY-2024
PO Number :
PO release: : GRAMMARLY
Sales Rep : Ricardo Pryor
Email : RICARDO.PRYOR@INSIGHT.COM
Telephone : +14804096992
Sales Rep 2 : Margery Murphy
Email : MARGERY.MURPHY@INSIGHT.COM
Telephone : +19374159418

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB ORIGIN
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
GRMY-BUS-TEAM-TOPP	TOWN OF PEMBROKE PARK GRAMMARLY Coverage Dates: 02-MAY-2024 - 02-MAY-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 181.99 Discount: 8.330%	44	166.83	7,340.52
Product Subtotal				7,340.52
TAX				0.00
Total				7,340.52

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

Sincerely,

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

Margery Murphy
+19374159418
MARGERY.MURPHY@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

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

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

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



Agenda Request

Subject:	Rough book for Police Evidence
Meeting Date:	05 08 2024 DRAFT AGENDA REGULAR COMMISSION MEETING - May 08 2024
Prepared For:	
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve Purchase
Background Information:	Roughback for Police evidence department
Staff Recommendations:	Purchasing this computer
Financial Implications:	The cost is \$4,396.55
Alternatives:	

ATTACHMENTS:

[240502 CAWQ31411-01 - Town of Pembroke Park - \(1\) 7330R](#)

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

Computers At Work!, Inc.

DBA



EIN: 31-1758837

2338 Immokalee Rd. #151

Naples, FL 34110

Phone: (239) 514-2888

Fax: (239) 236-2232

www.vTECHio.com**PROPOSAL
CAWQ31411-01****Quoted:** May 2, 2024**Expires:** Jun 1, 2024

Prepared For:	Ship To:	Presented By:
Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States Phone (954) 701-4345 Email mpakula@townofpembrokepark.com	Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States	Kevin Kaufman Kevin.Kaufman@vtechio.com (407) 784-9561 To accept this proposal, sign here and return: _____ Date: _____ Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.**Terms:** Net 30 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	Dell Latitude 7330 Rugged Estimated delivery date: Apr. 29, 2024 Intel Core Processor i7-1185G7, (QC, 3.0 to 4.3 GHz, 28W, vPro) Windows 11 Pro, English, French, Spanish No Microsoft Office License Included - 30 day Trial Offer Only Intel Core vPro i7-1185G7, 32GB memory, with Iris Xe Graphics ME Lockout MOD - Manageability 32GB 4266MHz LPDDR4x Memory 1TB M.2 PCIe NVMe Class 40 Solid State Drive 13.3" FHD 1920x1080, 60Hz, WVA, Touch, AG, 1400 nit, 100% sRGB, Outdoor-viewable, Passive Pen included English US RGB Backlit Sealed Internal keyboard No Mouse Intel AX210 WLAN Driver Intel AX210 Wireless Card with Bluetooth No Mobile Broadband Card Hot surface warning label Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery 65W Type-C EPEAT Adapter No Express Card No Fingerprint, no Contacted Smartcard Reader, No NFC No Anti-Virus Software OS-Windows Media Not Included E4 Power Cord 1M for US Setup and Features Guide No Carrying Case Dummy Airbay Cover No Resource USB Media SERI Guide (ENG/FR/Multi) ENERGY STAR Qualified Dell Applications for Windows 11	210-BCFU 379-BERR 619-AQLP 658-BCSB 338-CCUD 631-ADED 370-AGUH 400-BMRX 391-BGGW 583-BILF 570-AADK 555-BHCC 555-BHCH 556-BBCD 389-ECGC 451-BCWC 492-BCXP 321-BHBG 346-BHQQ 650-AAAM 620-AALW 537-BBBL 340-CXCX 460-BBEX 325-BEIV 430-XXYG 340-AGIK 387-BBPC 658-BFIP	\$4,396.55	1	\$4,396.55

Line #	Description	Product #	Unit Price	Qty	Ext. Price
	Mix Model packaging 65W Type-C Adapter	340-CXZG			
	Intel Core i7 non-vPro Processor Label	389-DXDV			
	BTO Standard Shipment (VS)	800-BBQK			
	No UPC Label	389-BCGW			
	EPEAT 2018 Registered (Silver)	379-BDTO			
	No AutoPilot	340-CKSZ			
	Mic + IR FHD camera for WWAN/WLAN antennae; Pogo vehicle docking and RF passthrough	319-BBHX			
	Additional TBT/Type-C port	325-BEKD			
	Additional USB-A rear port	590-TFHW			
	No Option Included	340-ACQQ			
	Rigid handle	750-ADPK			
	No Option Included	340-ACQQ			
	ProSupport: Next Business Day Onsite, 3 Years	808-6784			
	Dell Limited Hardware Warranty Initial Year	808-6805			
	ProSupport: 7X24 Technical Support, 3 Years	808-6809			
	Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449			
	Contract Name: Dell NASPO Computer Equipment PA - Florida - Computers at Work, Inc DBA vTECHio	43210000-23-NASPO-ACS			
	Customer Agreement ID: 23026 / 43210000-23-NASPO-ACS				
	Contract Expiration Date: June 30, 2025				

Recurring :	Totals :
Your investment in addition to the Grand Total:	
\$0.00 Billed Monthly	Subtotal \$4,396.55
\$0.00 Billed Quarterly	Tax \$0.00
\$0.00 Billed Annually	Shipping \$0.00
\$4,396.55 Total Deposit	Grand Total \$4,396.55



Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.



Agenda Request

Subject:	New computers
Meeting Date:	05 08 2024 DRAFT AGENDA REGULAR COMMISSION MEETING - May 08 2024
Prepared For:	
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	New computers
Staff Recommendations:	
Financial Implications:	The cost is \$3,448.28
Alternatives:	

ATTACHMENTS:

[CAWQ31637 - Town of Pembroke Park - \(2\) 7020 MFF \(2\) P2732D](#)

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

Computers At Work!, Inc.

DBA



EIN: 31-1758837

2338 Immokalee Rd. #151

Naples, FL 34110

Phone: (239) 514-2888

Fax: (239) 236-2232

www.vTECHio.com**PROPOSAL
CAWQ31637****Quoted:** Apr 29, 2024**Expires:** May 29, 2024

Prepared For:	Ship To:	Presented By:
Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States Phone (954) 701-4345 Email mpakula@townofpembrokepark.com	Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States	Kevin Kaufman Kevin.Kaufman@vtechio.com (407) 784-9561 To accept this proposal, sign here and return: _____ Date: _____ Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.**Terms:** Net 30 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	Dell 27 Monitor - P2723D, 68.6cm (27") Estimated delivery date: Apr. 29, 2024 Dell Limited Hardware Warranty Advanced Exchange Service, 3 Years	210-BDKG 814-5380 814-5381	\$298.85	2	\$597.70
2	OptiPlex Micro Form Factor 7020 Estimated delivery date: May 7, 2024 Intel Core i7 14700T vPro (33 MB cache, 20 cores, 28 threads, up to 5.0 GHz Turbo, 35W) Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish No Microsoft Office License Included - 30 day Trial Offer Only 16GB DDR5 Memory, 1X16GB, 5600, Non-ECC, SoDIMM M.2 2230 1TB PCIe NVMe SSD Class 35 M2X3.5 Screw for SSD/DDPE No Additional Hard Drive OptiPlex Micro with 35W CPU US Power Cord Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth Internal Antenna Wireless Driver Intel AX211 No PCIe add-in card No Additional Video Ports Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black Mouse included with Keyboard No Cover Selected Not selected in this configuration Dell Additional Software OS-Windows Media Not Included ENERGY STAR Qualified SERI Guide (ENG/FR/Multi)	210-BKXM 338-CNCR 619-ARSB 658-BCSB 370-BBPX 400-BQRX 773-BBBC 401-AANH 329-BJWL 450-AAZN 555-BH DU 555-BHDV 555-BKJP 492-BBFF 492-BCKH 580-AJ JG 570-AADI 325-BCZQ 817-BBBC 634-CHFP 620-AALW 387-BBLW 340-AGIK	\$1,425.29	2	\$2,850.58

Line #	Description	Product #	Unit Price	Qty	Ext. Price
	Watch Dog SRV	379-BFMR			
	Quick Start Guide, OptiPlex Micro	340-DMHG			
	No UPC Label	389-BCGW			
	Trusted Platform Module (Discrete TPM Enabled)	329-BBJL			
	Shipping Material	340-CQYN			
	Shipping Label	389-BBUU			
	Low:FSJ Reg label for 90W adaptor	389-FGFB			
	IRST Driver, MFF 7020	658-BFSV			
	Intel Core i7 vPro Enterprise Processor Label	389-EDDR			
	Desktop BTO Standard shipment	800-BBIO			
	No Anti-Virus Software	650-AAAM			
	90 Watt A/C Adapter	450-ALFO			
	No AutoPilot	340-CKSZ			
	No Additional Cable	379-BBCY			
	No Stand or Mount	575-BBBI			
	Custom Configuration	817-BBBB			
	EPEAT 2018 Registered (Gold)	379-BDZB			
	Internal Speaker, MFF 7020	520-BBFQ			
	No Option Included	340-ACQQ			
	Intel vPro Enterprise	631-BBQB			
	Intel Connectivity Performance Suite	640-BBSX			
	No Stand or Mount	575-BBBI			
	Dell Limited Hardware Warranty Plus Service	803-8583			
	ProSupport: Next Business Day Onsite, 3 Years	803-8646			
	ProSupport: 7x24 Technical Support, 3 Years	803-8702			
	Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449			
	Contract Name: Dell NASPO Computer Equipment PA - Florida - Computers at Work, Inc DBA vTECHio	43210000-23-NASPO-ACS			
	Customer Agreement ID: 23026 / 43210000-23-NASPO-ACS				
	Contract Expiration Date: June 30, 2025				

Recurring :	Totals :
Your investment in addition to the Grand Total:	
<i>\$0.00 Billed Monthly</i>	Subtotal \$3,448.28
<i>\$0.00 Billed Quarterly</i>	Tax \$0.00
<i>\$0.00 Billed Annually</i>	Shipping \$0.00
\$3,448.28 Total Deposit	Grand Total \$3,448.28



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For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.



Agenda Request

Subject:	Sunshine Law Requirements
Meeting Date:	05 08 2024 DRAFT AGENDA REGULAR COMMISSION MEETING - May 08 2024
Prepared For:	
Staff Contact:	Ashira Mohammed, Mayor
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	Informational purposes
Staff Recommendations:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[2024-006 \(Sunshine Law Update\) \(00604753xC4B6A\)](#)

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

TOWN OF PEMBROKE PARK

MEMORANDUM NO. 2024-006

TO: Mayor Ashira Mohammed
Members of the Town Commission

CC: Aleem Ghany, Acting Town Manager
Marlen D. Martell, Town Clerk

FROM: Jacob G. Horowitz, Town Attorney *JGH*

DATE: May 1, 2024

RE: Town of Pembroke Park ("Town") / Sunshine Law Requirements

At the Mayor's request, the Town Attorney's Office is providing a brief overview and update on the requirements of Sec. 286.011, F.S. ("The Sunshine Law").

The Sunshine Law establishes the following three (3) basic requirements for public meetings:

- 1) Meetings of public boards or commissions must be open to the public;
- 2) Reasonable notice of such meetings must be given¹; and
- 3) Minutes of the meetings must be taken and promptly recorded.

A "meeting" is generally defined to mean any gathering of **two or more** members of the same board to **discuss some matter** which will **foreseeably** come before that board for action. The Sunshine Law **does not** prohibit **all** communications between commission members, rather it **is** intended to ensure that discussions about any matters which will be voted on by the commission take place in a public meeting with notice provided and minutes taken.

The Sunshine Law requires commission members to meet in public. In other words, commissioners **may not** take action on or engage in private discussions of Town business by email, text messages or other electronic communications. However, the Sunshine Law **does not** restrict one-way communication between commission members. For instance, a commission member may send a written report to other commissioners on a subject that will be discussed at a public meeting without violating the Sunshine Law, if prior to the meeting, there is **no interaction** related to the report among commissioners and the report, which must be retained as a public record, is not being used as a substitute for action at a public meeting.

¹ Sec. 1.07 of the Broward County Charter requires that all notices, agenda and available back-up material be posted on the City's website at least 48 hours prior to the applicable scheduled meeting, subject to certain exceptions.

Town of Pembroke Park
May 1, 2024
Memorandum No. 2024-006
Page 2

The Town Clerk's Office is also able to disseminate information from one commission member to other members of the commission, provided that the clerk **is not** serving as an intermediary between commissioners. More specifically, staff or non-commission members **may not** be used as a liaison or intermediary between members of the commission. For example, the Town Manager **may not** ask each commissioner to state his or her position on a specific matter that will foreseeably be considered by the commission at a public meeting, in order to provide the information to the other members of the commission.

There are countless opinions of the attorney general's office and judicial decisions which expand on the various components and nuances of The Sunshine Law. The Town Attorney's Office remains available to the Town Commission and the Town's professional staff if there are any questions about the law or how it applies to the operation of the Town.

Please contact our office if there is any additional information that we can provide.



Agenda Request

Subject:	Adoption of an Ordinance
Meeting Date:	05 08 2024 DRAFT AGENDA REGULAR COMMISSION MEETING - May 08 2024
Prepared For:	Commission
Staff Contact:	Bill Hodgkins, Clerk Commissioner
Dept/Group:	Administrative
Recommendation for Counsel to consider:	Discussion and possible action to direct the Town Attorney's Office to draft an ordinance defining "in charge thereof" as referenced in Sec. 15 of the Town Charter and establishing a "non-interference" policy for the Town thereby requiring the Town Commission to work through the Town Manager on all interactions with Town Staff.
Background Information:	
Staff Recommendations:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Charter Sec. 15. Creation of departments.](#)

[Code of Ordinance ARTICLE III. OFFICERS AND EMPLOYEES](#)

	Status:
Jacobs Horowitz, Interim Town Attorney	None
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None

Sec. 15. [Creation of departments.]

For the purpose of systematically handling the government, the Commission shall create the following departments, and one Commissioner shall have charge of each department: Executive Department, in charge thereof to be ex-officio the Mayor; Department of Taxes, the Commissioner in charge thereof to be the Clerk; Department of Finance, the Commissioner in charge thereof to be the Vice-Mayor; Department of Health and Zoning, one of the other Commissioners as is designated by resolution of the Commission; and Department of Public Works and Water, one of the other Commissioners as is designated by resolution of the Commission.

State law reference(s)—Departments may be abolished by unanimous vote of the governing body, F.S. § 166.031(5).

PART II - CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE III. OFFICERS AND EMPLOYEES

ARTICLE III. OFFICERS AND EMPLOYEES¹

¹Charter reference(s)—Creation of departments, sec. 15; office of treasurer, sec. 18; bond, sec. 19.

Cross reference(s)—Fire department, § 9-66 et seq.; office of finance and budget director, § 24-71 et seq.; personnel, Ch. 19.

State law reference(s)—Unemployment compensation, F.S. Ch. 443; worker's compensation law, F.S. Ch. 440; age discrimination in employment, F.S. § 112.044; code of ethics, F.S. § 112.311 et seq.; oath, F.S. § 876.05; political activities, F.S. § 104.31; collective bargaining law, F.S. Ch. 447.

PART II - CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE III. - OFFICERS AND EMPLOYEES
DIVISION 1. GENERALLY

DIVISION 1. GENERALLY

Secs. 2-56—2-65. Reserved.

DIVISION 2. TOWN PLANNER

Sec. 2-66. Appointment.

The Town Planner shall be appointed by resolution of the Town Commission, which Town Commission shall determine the necessary qualifications for such position.

(Ord. No. 84-8-2, § 2, 8-8-84; Ord. No. 99-9-6, § 1, 9-8-99)

Cross reference(s)—Town Commission, § 2-16.

Sec. 2-67. Compensation.

The Town Planner shall serve at the pleasure of the Town Commission and shall receive such compensation as may be fixed in the resolution appointing him or her.

(Ord. No. 84-8-2, § 3, 8-8-84; Ord. No. 99-9-6, § 2, 9-8-99)

Sec. 2-68. Duties, responsibilities.

The duties and responsibilities of the Town Planner shall be as follows:

- (a) Review all subdivision plats received by the Town for compliance with the Town of Pembroke Park Code of Ordinances, Broward County, Florida Code of Ordinances, Florida Statutes, and all other relevant agency rules and regulations.
- (b) Provide land use planning services for site development plan applications, zoning classification and text amendment applications, land use amendments, variances and related land development issues presented to the Town.
- (c) Provide such professional services as are necessary for the review and amendment of the Town's Comprehensive Plan as per the requirements of Chapter 163, Florida Statutes.
- (d) Respond to questions on any planning and land development matter from the public, staff and employees of the Town.
- (e) Appear at all Commission and Board meetings wherein a matter relating to the Town Planner's duties and responsibilities is scheduled to be discussed and also upon the request of the Town Commission.
- (f) Prepare studies on any planning, zoning, land use, development or urban design matter upon the direction of the Town Commission.

-
- (g) Coordinate and participate with other governmental entities or agencies in matters related to Town zoning, development, land use and other matters as directed by the Town Commission.

(Ord. No. 84-8-2, § 4, 8-8-84; Ord. No. 99-9-6, § 3, 9-8-99)

Cross reference(s)—Buildings and building regulations, Ch. 5; planning and development, Ch. 20.

Sec. 2-69. Authorization required for certain projects.

The Town Planner shall not undertake any project on behalf of the Town that is not enumerated in section 2-68 unless specifically authorized by the Town Commission.

(Ord. No. 84-8-2, § 5, 8-8-84; Ord. No. 99-9-6, § 4, 9-8-99)

Secs. 2-70—2-80. Reserved.

DIVISION 3. TOWN ENGINEER

Sec. 2-81. Office created.

The position of Town Engineer is hereby created.

(Ord. No. 84-8-1, § 1, 8-8-84)

Cross reference(s)—Determination of necessity for inspection of certain construction plans, § 5-46.

Sec. 2-82. Appointment.

The Town Engineer shall be appointed by resolution of the Town Commission, which Commission shall determine the necessary qualifications for such position.

(Ord. No. 84-8-1, § 2, 8-8-84)

Cross reference(s)—Town Commission, § 2-16 et seq.

Sec. 2-83. Compensation.

The Town Engineer shall serve at the pleasure of the Town Commission and shall receive such compensation as may be fixed in the resolution appointing him.

(Ord. No. 84-8-1, § 3, 8-8-84)

Sec. 2-84. Duties, responsibilities.

The duties and responsibilities of the Town Engineer shall be as follows:

- (1) He shall prepare all specifications, designs, plans and contractual documents for all public work projects including, but not limited to, streets and roadways, drainage, water and waste water and sanitary sewage collection systems.
- (2) He shall review all plat submissions and provide his written recommendation regarding same.

(Supp. No. 40)

Created: 2024-03-11 09:49:05 [EST]

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- (3) He shall review all site plan submissions and provide his written recommendation regarding same.
 - (4) He shall review all plans and specifications for water, drainage, streets and roadways submitted by private developers and provide his written recommendation regarding same.
 - (5) He shall observe and review all engineering projects built by the Town or built for the Town under contracts with private contractors and provide a written report on his observations.
 - (6) He shall observe and review all engineering projects built by private developers under permits from the Town and provide a written report on his observations.
 - (7) He shall review cost estimates whenever costs are a basis for the fee to be charged for permits or otherwise.
 - (8) He shall advise the Commission as requested from time to time on all engineering matters.
 - (9) He shall advise the Commission immediately upon his observation of any project or undertaking within the Town that does not comply with sound engineering principles.
 - (10) He shall respond to questions on any engineering matter for the staff and employees of the Town.
 - (11) He shall appear at all Commission meetings wherein a matter relating to engineering is scheduled to be discussed and also upon the request of the Commission.
 - (12) He shall determine whether or not the elevations of all sites submitted for development are within the criteria as provided in the floodplain ordinance and submit his written report with respect to same.

(Ord. No. 84-8-1, § 4, 8-8-84)

Cross reference(s)—Planning and development, Ch. 20; streets, sidewalks and other public places, Ch. 22; subdivisions, Ch. 23; utilities, Ch. 26; zoning, Ch. 28; flood prevention and protection, Ch. 10.

Sec. 2-85. Authorization required for certain projects.

The Town Engineer shall not undertake any project on behalf of the Town that is not enumerated in section 2-84 unless specifically authorized by the Town Commission.

(Ord. No. 84-8-1, § 5, 8-8-84)

Sec. 2-86. Field work to be coordinated with Building Official.

Prior to the Town Engineer undertaking any field work pursuant to the provisions of this division, he shall first coordinate and schedule such action, and/or inspection, with the Town Building Official who shall maintain a record of such actions and/or inspections.

(Ord. No. 86-6-1, § 1, 6-11-86)

DIVISION 4. PUBLIC SERVICES DIRECTOR

Sec. 2-87. Public services director created.

The position of Public Services Director for the Town of Pembroke Park is hereby created.

(Ord. No. 18-06-02, § 1, 6-29-18)

(Supp. No. 40)

Created: 2024-03-11 09:49:05 [EST]

Sec. 2-88. Appointment.

The Public Services Director shall be appointed by resolution of the Town Commission, and shall serve at the pleasure of the Town Commission.

(Ord. No. 18-06-02, § 2, 6-29-18)

Sec. 2-89. Compensation.

The Public Services Director shall be paid such compensation as authorized by the Town Commission.

(Ord. No. 18-06-02, § 3, 6-29-18)

Sec. 2-90. Duties and responsibilities.

The Public Services Director shall serve under the general supervision of the Town Manager, and will provide support to the Town Manager by serving as a liaison on major projects; managing the oversight and effectiveness of including, but not limited to, the Stormwater and Wastewater Utilities, Planning and Zoning, Parks, Buildings, Roads and Streets, Facility Maintenance Departments and other divisions as assigned by the Town Commission; supervising and directing staff; expediting resolution of certain matters.

The duties and responsibilities of the Public Services Director shall be as follows:

- (a) Plan, organize and direct a comprehensive public works program and service delivery system.
- (b) Establish and monitor procedures for the orderly and timely processing of public services.
- (c) Perform administrative reviews; and advise and consult with the Town Manager and Town Commission.
- (d) Prepare the summarized monthly project status report to the Town Commission.
- (e) Evaluate the projects in accordance to the given budget.
- (f) Evaluate his or her staff based on the department's requirements and criteria.
- (g) Monitor the working progress of their staff and other employees; thus create an alternative plan if employees received a low evaluation grade from upper management.
- (h) Conduct performance reviews, hiring new employees, and handling disciplinary measures.
- (i) Assist in the development of protocol for hiring outside vendors, and other public staff members.
- (j) Attend all Town Commission meetings.
- (k) Serve as Emergency Operations Manager for the Town Emergency Operations center, assisting staff with the training and preparations for emergencies.
- (l) Assist in the grant process by searching for grants, applying for grants, and supervising the administration of grants.
- (m) Assist the Town Engineer in the preparation of project descriptions.
- (n) Monitor the activities of various sub-departments within the Public Services Division.

(Ord. No. 18-06-02, § 4, 6-29-18)

Created: 2024-03-11 09:49:05 [EST]

(Supp. No. 40)

PART II - CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE III. - OFFICERS AND EMPLOYEES
DIVISION 5. TOWN MANAGER

DIVISION 5. TOWN MANAGER²

²Editor's note(s)—Ord. No. 91-5-1, §§ 1—4, adopted May 8, 1991, enacted provisions pertaining to a town manager. Such provisions have been included by the editor as Div. 4, §§ 2-91—2-94.

Sec. 2-91. Office created.

There is hereby created the office of Town Manager for the Town of Pembroke Park.
(Ord. No. 91-5-1, § 1, 5-8-91; Ord. No. 99-8-1, § 1, 8-11-99)

Sec. 2-92. Appointment.

The Town Manager shall be appointed and designated by the Town Commission by resolution, and shall serve in the office at the pleasure of the Town Commission. The Town Manager shall be the administrative head of the municipal government answerable to and under the direction of the Town Commission. The Town Manager shall be chosen solely on the basis on his or her executive and administrative qualifications. The Town Manager shall serve the Town on a full time basis, and shall not be or become engaged in any other occupation during his or her term of office. The Town Manager shall not serve on any committee, board, or as an officer of any enterprise, compensated or not, while in the Town's service, except by approval of the Town Commission by resolution.
(Ord. No. 91-5-1, § 2, 5-8-91; Ord. No. 99-8-1, § 2, 8-11-99; Ord. No. 18-08-01, § 1, 8-8-18)

Sec. 2-93. Compensation.

The Town Manager shall be paid such compensation as may be authorized by resolution of the Town Commission.
(Ord. No. 91-5-1, § 3, 5-8-91; Ord. No. 99-8-1, § 3, 8-11-99; Ord. No. 18-08-01, § 2, 8-8-18)

Sec. 2-94. Duties and responsibilities.

The duties and responsibilities of the Town Manager shall be as follows:

- (a) The Town Manager is in charge of and responsible for overseeing the Town's compliance with including, but not limited to, all federal, state, county and local laws, statutes, ordinances, resolutions, policies and procedures.
- (b) To see that the policies and directions of the Commission with respect to the administration and operation of the Town are followed.
- (c) To attend all meetings of the Commission.
- (d) To oversee the agenda for all meetings of the Commission including, but not limited to, special and workshop meetings.
- (e) To keep the Commission fully advised as to the financial condition, management, governance and related needs of the Town.
- (f) To recommend to the Commission for its consideration such measures as he or she may deem necessary, expedient or otherwise in the Town's best interests.
- (g) The Town Manager is in charge of, responsible for, and accountable to the Town Commission for the day to day operations of all departments, and shall prepare a written monthly report to the Town Commission as to the operations of same.
- (h) To perform research and prepare reports as may be assigned by the Commission.

-
- (i) To conduct management and cost studies on Town activities and make recommendations for revision where necessary.
 - (j) To serve as the affirmative action program coordinator.
 - (k) To assist the Town staff and Town consultants in making application for Federal and State grants as directed by the Commission.
 - (l) To maintain liaison and communication with other local governments and other levels of government as directed by the Town Commission.
 - (m) To coordinate the activities of all department and division heads to ensure the efficient operation of the Town government as directed by the Commission.
 - (n) To keep the Town Commission fully advised as to the financial conditions and needs of the Town at such times and in such detail as necessary, but at a minimum on a monthly basis.
 - (o) The Town Manager shall prepare and submit an annual budget to the Town Commission for its consideration.
 - (p) To investigate and determine whether purchases of current supplies and contractual services are made in accordance with regulations prescribed by state law, Town charter and ordinance, and whether competitive procurement procedures are maintained in a fair and impartial manner.
 - (q) To hold such staff meetings and perform such other functions as are required to carry out the duties as outlined above.
 - (r) To perform such other duties as may be required of him or her by ordinance, resolution, or other direction of the Commission.

(Ord. No. 91-5-1, § 4, 5-8-91; Ord. No. 99-8-1, § 4, 8-11-99; Ord. No. 18-08-01, § 3, 8-8-18)

Sec. 2-95. Town Commission interactions.

The Town Commission reserves the right to consult with the Town Manager, and department and division heads as deemed necessary by the Town Commission. The Town Commission may appoint Commissioners to serve as lead Commissioners to work with staff on various issues or projects from time to time.

(Ord. No. 18-08-01, § 4, 8-8-18)

DIVISION 6. ADMINISTRATIVE SERVICES DIRECTOR

Sec. 2-96. Office created.

The position of Administrative Services Director for the Town of Pembroke Park is hereby created.

(Ord. No. 18-06-01, § 1, 6-29-18)

Sec. 2-97. Appointment.

The Administrative Services Director shall be appointed and designated by the Town Commission by resolution, and shall serve in the office at the pleasure of the Town Commission.

(Ord. No. 18-06-01, § 2, 6-29-18)

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(Supp. No. 40)

Sec. 2-98. Compensation.

The Administrative Services Director shall be paid such compensation as may be authorized by the Town Commission.

(Ord. No. 18-06-01, § 3, 6-29-18)

Sec. 2-99. Duties and responsibilities.

The Administrative Services Director shall serve under the general supervision of the Town Manager and will provide support to the Town Manager by serving as a liaison on major projects; managing the oversight and effectiveness of including, but not limited to, the Administration, Clerk's Office, Code Enforcement, Finance and Budget, Human Resources, and Information Technology departments and other divisions as assigned; supervision and directing staff; and expediting resolution of certain matters.

The duties and responsibilities of the Administrative Services Director shall be as follows:

- (a) To maintain regular contact with and keep the Town Commission and Town Manager apprised of situations and issues.
- (b) To provide assistance to the Town Commission and Town Manager.
- (c) To work with the Town Manager on matters concerning major departmental activities and community problems and recommend a course of action.
- (d) To exercise general oversight of the operations of the Administrative Division of the Town.
- (e) To actively participate in the development of the Town's strategic plan and strategies to achieve stated goals.
- (f) To directly supervise departmental heads and staff, establishing goals, objectives and performance targets; preparing and administering reviews of individual and department performance.
- (g) To coordinate and supervise the activities of department and division heads to ensure the efficient operation of the Town government as directed by the Town Commission.
- (h) Meet with department heads to discuss programs or inquiries, answer questions, address challenges and resolve issues which may arise in the course of daily business, including budget, personnel, customer service and intradepartmental issues.
- (i) Promote an effective, responsive and value-based organizational culture.
- (j) To attend all meetings of the Town Commission.
- (k) To prepare the agenda for all meetings of the Town Commission including, but not limited to, special and workshop meetings.
- (l) To perform such other duties as may be required of him or her by ordinance, resolution, or other direction of the Town Commission.
- (m) To direct the activities of Town departments as assigned, and oversee the operations thereof.
- (n) To work in conjunction with departmental heads to establish policies and practices.
- (o) Conducting performance reviews, hiring new employees, and handling disciplinary measures.
- (p) To direct and coordinate special projects and programs. To oversee the preparation of the annual budget and the administration thereof.

(Supp. No. 40)

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- (q) Promote an effective, responsive and value-based organizational culture.

(Ord. No. 18-06-01, § 4, 6-29-18)

Sec. 2-100. Reserved.

[DIVISION 7. TOWN ATTORNEY]

Sec. 2-100.1. Town Attorney; appointment; qualifications; compensation.

The Town Commission shall appoint a Town Attorney who shall serve at the will of the Town Commission under such terms and conditions as it deems appropriate. The Town Attorney shall be a member in good standing of the Florida Bar with at least ten (10) years of experience and practice in the courts of the State of Florida. The Town Attorney shall receive such compensation as the Town Commission may fix by resolution. Neither the Town Attorney nor any of his or her assistants shall receive any compensation in connection with the performance of the duties of the office other than the amounts paid directly by the Town for services rendered to the Town. The Town Commission may, by resolution, authorize one (1) or more special counsel to be retained for the purpose of performing such legal duties as may be prescribed by said resolution. Each such resolution shall further prescribe the compensation to be paid the special counsel.

(Ord. No. 2020-008 , § 1, 12-9-20)

Sec. 2-100.2. Duties and responsibilities.

The Town Attorney shall be the legal advisor to, and attorney and counselor for, the municipality and all of its officers in matters relating to their official duties, and in that capacity shall have the following authority:

- (1) To act as legal counsel and advisor to the Town Commission and Town Manager, as well as to Town departments, boards, and committees, and to provide legal opinions where warranted in the performance of such function.
- (2) To prepare or review ordinances, resolutions, contracts, and other legal instruments, and to approve as to form and legal sufficiency.
- (3) To file, prosecute or defend, for and on behalf of the Town, all complaints, suits, code violations, enforcement actions, offenses and controversies to which the Town is a party, or to which it is in the Town's interests to become a party, before any court or other tribunal; to file suit where expressly authorized by the Pembroke Park Code of Ordinances. The approval of the Town Commission shall be sought before filing suit, except where immediate action is warranted, in which case the Town Attorney, with the approval of the Town Manager, may act in the best interest of the Town, and will promptly notify the Town Commission of such legal action.
- (4) To file amicus curiae briefs or intervene in actions already pending on behalf of the Town where the Town Attorney determines that the Town has an interest in such proceedings and where such action is warranted to protect the Town's interests.
- (5) To represent or provide for the representation of Town officers and employees where required by law or where otherwise appropriate, and where such officers and employees are sued based on actions taken in their official capacities. This authority does not limit any right to indemnification as established elsewhere in this Code.

(Supp. No. 40)

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- (6) To settle disputes and sign settlement agreements on behalf of the Town consistent with settlement authority as designated by applicable law or by resolution of the Town Commission unless such authority is provided to the Town Manager or another Town officer under the Town Charter, this Code, or zoning code.
 - (7) To attend and speak at meetings of the Town Commission or any Town board.
 - (8) To interpret the Town Charter, this Code, and zoning code on behalf of the Town.
 - (9) To renumber or make corrections to ordinances, resolutions, this Code and the zoning code where appropriate to address scrivener's and typographical errors, to delete provisions that have been superseded or preempted by applicable law, and to improve the format by moving provisions within and between the ordinances, resolutions and code.
 - (10) To issue cease and desist letters in accordance with the provision of this Code relating to cease and desist letters.
 - (11) To act as parliamentarian and to make rulings on matter of parliamentary law.
 - (12) To prosecute municipal ordinance violations, to coordinate with prosecutorial entities, and to name a Town Prosecutor to carry out those functions.
 - (13) To exercise all other authority granted to the Town Attorney in the Town Charter, this Code, and zoning code.

(Ord. No. 2020-008 , § 2, 12-9-20)

From: [Geoffrey Jacobs](#)
To: [Town Clerk](#)
Cc: [Jacob G. Horowitz](#); [Samuel S. Goren](#); [ddilena@projectedpoint.com](#); [mpizzi@pizzilaw.com](#); [Aleem Ghany](#)
Subject: Re: Commission payroll change
Date: Wednesday, May 1, 2024 3:11:35 PM

Town Clerk,

Managing the agenda and facilitating the inclusion of items is a central aspect of your role. I've noticed a disparity in how this responsibility is being executed; currently, I am the sole commissioner tasked with directly uploading items to iCompass. This contrasts with the assistance provided to other commissioners, such as Commissioners Hodgkins and Morsette, who benefit from your direct involvement in uploading their items. It is essential for the sake of equity and efficiency that the same level of support be extended to all commissioners to ensure a balanced approach to our shared administrative tasks.

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

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

From: Town Clerk <townclerk@tppfl.gov>
Sent: Wednesday, May 1, 2024 2:03:45 PM
To: Geoffrey Jacobs <gjacobs@tppfl.gov>; Aleem Ghany <aghany@tppfl.gov>
Cc: Jacob G. Horowitz <JHorowitz@gorencherof.com>; Samuel S. Goren <SGoren@gorencherof.com>; ddilena@projectedpoint.com <ddilena@projectedpoint.com>
Subject: RE: Commission payroll change

Commissioner Jacobs,

Kindly enter your items through iCompass.

Greatly appreciated your assistance.

Regards,

Marlen D. Martell, MPA, CMC, CFM
Town Clerk
Town of Pembroke Park
[954.966.4600](tel:954.966.4600) ext. 235 | townclerk@tppfl.gov



www.tppfl.gov

3150 SW 52nd Avenue, Pembroke Park, FL 33023

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

Moving our Town forward

From: Geoffrey Jacobs <gjacobs@tppfl.gov>

Sent: Wednesday, May 1, 2024 9:08 AM

To: Aleem Ghany <aghany@tppfl.gov>

Cc: Jacob G. Horowitz <JHorowitz@gorencherof.com>; Samuel S. Goren <SGoren@gorencherof.com>; Town Clerk <townclerk@tppfl.gov>; ddilena@projectedpoint.com

Subject: Re: Commission payroll change

Aleem,

There was no response to my email, and the commission has not been compensated today. Please ensure this issue is included as a line item for discussion at the May 8th, 2024 commission meeting. Feel free to attach my email and David DiLena's email to the commission as supporting documentation for this agenda item.

Commissioner Geoffrey Jacobs

Town of Pembroke Park

GJacobs@tppfl.gov

3150 SW 52 Avenue

Pembroke Park, FL 33023

(Office) 954-966-4600

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

From: Geoffrey Jacobs

Sent: Thursday, April 25, 2024 8:50:59 AM

To: ddilena@projectedpoint.com <ddilena@projectedpoint.com>

Cc: Aleem Ghany <aghany@tppfl.gov>; Jacob G. Horowitz <JHorowitz@gorencherof.com>

Subject: Commission payroll change

David,

Aligning the commissioners' pay schedule with the rest of the town staff was a proposal I introduced nearly three years ago. At the time, the Finance Director cited unspecified reasons for why it couldn't be implemented. My rationale for the suggestion was to reduce payroll processing costs for the town.

I would like to know who authorized this change, as I do not recall a commission vote approving it?!? Please note, we are a Commissioner form of government not a manager or director form.

Additionally, for those of us who use bill pay and have been receiving our payments on the first of the month for the past several years, this sudden change is significant. After receiving final approval by the commission, we should have received at least two or three months' notice before this new schedule was implemented to allow for necessary adjustments.

Commission approval is required this change. Furthermore, time to implement the change is also required.

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

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

TOWN OF PEMBROKE PARK

MEMORANDUM NO. 2024-008

TO: Mayor Ashira Mohammed
Members of the Town Commission

CC: Aleem Ghany, Acting Town Manager
Marlen D. Martell, Town Clerk

FROM: Jacob G. Horowitz, Town Attorney *JGH*

DATE: May 3, 2024

RE: Town of Pembroke Park (the "Town") / Police Chief Matters

The Town Attorney's Office has received several inquiries related to the status of the termination of Chief Ra Shana Dabney-Donovan and the anticipated engagement of Interim Chief Dan Decoursey. The intent of this memorandum is to update the Town Commission on our legal advice and recommendations to the Acting Town Manager regarding this matter.

I. RECENT CHRONOLGY

April 5, 2024 – The Town Commission held a special meeting at which it considered Commissioner Jacobs' item entitled "Termination of Police Chief" (Item 11.5). After discussion, a motion to terminate Chief Dabney-Donovan passed 3-2. The Acting Town Manager was directed to provide Chief Dabney-Donovan with notice of her termination pursuant to Sec. 166.0494, F.S. (the "Statute"). Chief Dabney-Donovan was also placed on paid administrative leave, and Chief Wendy Morse was appointed as the interim police chief on April 5, 2024.

April 8, 2024 – In accordance with Town Commission's action and direction, the Acting Town Manager provided Chief Dabney-Donovan with written notice of her termination. As further required by the Statute, the Chief was also advised that she will have the opportunity to appear on May 8, the Town Commission's "next regularly scheduled public meeting," to provide a full and complete response to her termination.

April 15, 2024 – After being advised by Chief Morse that she was unable to continue serving as the interim police chief, the Town Commission held an emergency meeting at which time a motion was adopted to appoint Chief Dan Decoursey as the interim police chief.

April 24, 2024 – The Town Attorney's Office received an email from Stephan Lopez, Esq., legal counsel for Chief Dabney-Donovan. Mr. Lopez advised that he had recently been retained by the chief, but that he would be out of town and unavailable to attend Chief Dabney-Donovan's public presentation on May 8. On behalf of the chief, Mr. Lopez

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requested a continuance of her presentation to the next commission meeting (June 12, 2024). The Acting Town Manager would not agree to extending Chief Dabney-Donovan's paid leave for another thirty (30) days. Following consultation with the Town Attorney's Office and the Mayor, the Acting Town Manager agreed to a limited, two-week continuance. The Town Attorney's Office advised Mr. Lopez that Chief Dabney-Donovan's public presentation before the commission would be continued to a special meeting on May 22, 2024. A copy of the Town Attorney's email exchange with Mr. Lopez is attached for your review.

II. LEGAL ANALYSIS

As our office previously advised, the Statute states that "A municipality **may not terminate** a chief of police without providing the chief of police with **written notice of his or her termination.**" The Statute **does not** reference notice of *intent* to terminate, rather it requires written notice of termination. In other words, the Acting Town Manager **could not** have provided Chief Dabney-Donovan with notice of her termination until the commission had taken the appropriate action to terminate her, which occurred on April 5. Coupled with the Commission's action to terminate Chief Dabney-Donovan was specific direction to the Acting Town Manager to provide the legally required notice.

In accordance with the Statute, Chief Dabney-Donovan, following receipt of her written notice of termination, must be allowed "to appear at the next regularly scheduled public meeting [of the Town Commission] and provide a full and complete response to ... her termination." Chief Dabney-Donovan's termination **is not** formally effectuated and finalized until such time that she has had her opportunity to appear before the Commission and the requirements of the Statute have been fully satisfied.

At the time of Chief Dabney-Donovan's presentation, the Town Commission has the option to reconsider its termination of the chief based on her public response. It is unknown what action, if any, will occur following the chief's public presentation.

As noted, on April 15, 2024, at the recommendation of Chief Morse, the Town Commission engaged Chief Decoursey on an interim basis to serve as interim police chief. At this time, the Town Attorney's Office was directed to prepare a contract between the Town and Chief Decoursey for such services. An agreement has been approved as to legal form by the Town Attorney's Office and provided to the Acting Town Manager and Chief Decoursey.

Please be advised that the Town Commission **should not** formally engage Chief Decoursey as the police chief, should it choose to do so, until such time that Chief Dabney-Donovan has had her opportunity to appear before the Town Commission pursuant to the Statute. Chief Decoursey may remain as interim or acting chief while Chief Dabney-Donovan is on paid administrative leave pending her public presentation.

Since the outcome of Chief Dabney-Donovan's public hearing is unknown, it is the opinion of the Town Attorney's Office that any agreement between the Town and Chief Decoursey for the chief's

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position **should not** be placed on a commission agenda for consideration until her hearing has been concluded.

However, to the extent that the Town Commission intends on considering Chief Decoursey contract with the Town on May 8 or at any time prior to Chief Dabney-Donovan's public presentation, any action taken on the agreement should be **conditional** and **subject to** the outcome of the Chief Dabney-Donovan's public response to her termination.

III. CONCLUSION

The Town Attorney's Office has been working diligently with the Acting Town Manager to navigate the various legal and operational components of this matter. Admittedly, the process set forth in the Statute does not integrate well with a "commission" form of government in which the police chief reports to a collegial body. If the police chief were to report to the Town Manager or even a Strong Mayor, the manager or the mayor would be able to unilaterally provide notice of termination, which would then be subject to a public presentation before the governing body. Under the Town's unique commission form of government, the notice of termination could only occur following commission action and direction, which occurred on April 5, 2024.

Given the wording of the Statute, the Acting Town Manager's ability to continue Chief Dabney-Donovan's presentation to the Town Commission appears to be discretionary and within his authority. The Statute is intended to afford a police chief due process when facing termination. In general, a short extension of time for an employee to obtain assistance with preparing for a due process hearing is reasonable and common employment practice. The Town Attorney's Office has no legal objection to the two (2) week continuance offered by the Acting Town Manager.

It is important to note that Chief Dabney-Donovan has rights both under state and federal law. The Town Attorney's Office will continue to safeguard the Town's legal interests to the fullest extent possible and, as part of this effort, it is also essential to ensure that Chief Dabney-Donovan is afforded all legal rights that are available to her.

Please contact our office if there is any additional information that we can provide

Jacob G. Horowitz

From: Stephan Lopez, Esq. <Stephan@stephanlopezlawfirm.com>
Sent: Friday, April 26, 2024 10:58 AM
To: Jacob G. Horowitz
Cc: aghany@tppfl.gov
Subject: RE: Rashana Dabney-Donovan

Thank you so much for the prompt response and for the accommodation, it is greatly appreciated. I will make sure you have all of the items back next week in their original format. Yes we are in agreement.

Sincerely,

Stephan Lopez, Esq.

FOP CONTRACT COUNSEL
14875 NW 77TH AVE
Suite 206
Miami Lakes, FL 33014
Phone: (305) 792-8221
Fax: (754) 551-5400

E-mail: stephan@stephanlopezlawfirm.com | www.crimlegal.com



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From: Jacob G. Horowitz <JHorowitz@gorencherof.com>
Sent: Friday, April 26, 2024 10:55 AM
To: Stephan Lopez, Esq. <Stephan@stephanlopezlawfirm.com>

Cc: aghany@tppl.gov

Subject: RE: Rashana Dabney-Donovan

Mr. Lopez,

Good morning and nice to meet you by email. The acting town manager and I have had a chance to discuss your request.

Sec. 166.0494, F.S. entitles Mrs. Dabney-Donovan to appear "at the next regularly scheduled" public meeting of the Town Commission. As you know, the chief has been placed on paid administrative leave until the date of that meeting (5/8). The Town has no objection to continuing the date of Mrs. Dabney-Donovan's public hearing before the Town Commission; however, there is some concern about her remaining on paid leave for another 30 days.

In an effort to accommodate your reasonable request for an extension, the Town has agreed to schedule a special meeting at 6:00 p.m. on May 22, immediately preceding the commission workshop currently scheduled for that date. The acting manager has agreed that Mrs. Dabney Donovan will be permitted to remain on paid administrative leave through May 22, at which time she will be able to provide a "full and complete response to her termination," as required by the statute. Hopefully this accommodation will work for you and your client.

Thank you for your assistance in getting any items remaining in Mrs. Dabney-Donovan's possession returned to the Town. The coordination is appreciated, and my office remains available to assist, as needed.

Please confirm that you and your client are in agreement with the aforementioned timing and process.

Thanks again.

Jacob G. Horowitz



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From: Stephan Lopez, Esq. [mailto:Stephan@stephanlopezlawfirm.com]

Sent: Friday, April 26, 2024 9:29 AM

To: Jacob G. Horowitz <JHorowitz@gorencherof.com>

Cc: aghany@tppfl.gov

Subject: Rashana Dabney-Donovan

Good morning Mr. Horowitz,

I represent Mrs. Donovan in the employment/admin matter involving the Town of Pembroke Park. I wanted to introduce myself and advise you of the following: One, I am not available on May 8, 2024, for the scheduled commission meeting/hearing regarding Mrs. Donovan's termination so I would like the Town in good faith to reschedule the hearing/meeting scheduled for the 8th as I was retained after my trip had already been scheduled and paid for. I will be out of the country and will not return until May 9, 2024, we can reschedule to the next commission meeting.

Second, Mrs. Donovan received a letter yesterday from the Town requesting she return certain documents/items. I have instructed her to return all the items requested and she will do so early next week. Our office wanted to inspect all the items and make sure that all of the items requested are being turned over and that there will be proof of same. Also, my client has indicated that the major's badge and the cart were left in the office.

I look forward to working with you on this matter.

Sincerely,

Stephan Lopez, Esq.

FOP CONTRACT COUNSEL

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