



AGENDA

REGULAR COMMISSION MEETING

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

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PRESENTATIONS / PROCLAMATIONS
 - 5.1. Proclamations: 6 - 8
 - Irish American Month
 - National Women's History Month
 - International Women's Day
 - [2024 Irish American-Proclamation- March](#)
 - [National Women's History Month March 2024](#)
 - [2024 International Women's Day Proclamation- March](#)
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
7. CONSENT AGENDA
 - 7.1. Approval of Minutes - Town Clerk Martell 9 - 35
 - 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
 - [01 24 2024 WORKSHOP FINAL](#)
 - [02 08 2024 Special updated 3 11](#)
 - [02 12 2024 Special updated 03 11](#)
 - [02 28 2024 SPECIAL COMMISSION MEETING updated 03 11](#)
 - [02 28 2024 WORKSHOP 03 11](#)
 - 7.2. Police Station Build Out - Update - Interim Town Manager Ghany 36 - 71
 - Additional \$27,000 for permit fees
 - [Agenda Item Report - AIR-24-029 - Pdf](#)
 - [Built out Cocoa Beach](#)
 - [Built out Cocoa Beach Amendment](#)
 - [PS permit fee breakdown police construction](#)

8. COMMISSIONER ITEMS

- 8.1. Broward County League of Cities Appointment - Mayor Mohammed 72 - 74
- Appointment three members of the Commission
[Agenda Item Report - AIR-24-035 - Pdf](#)
- 8.2. Roundtable on Antisemitism and a Municipal Action Plan 75 - 76
- United Way Gala Flyer - Mayor Mohammed
- RSVP if you would like to attend.
[Agenda Item Report - AIR-24-034 - Pdf](#)
[United Way Gala](#)
- 8.3. Employee Testing - Mayor Mohammed 77
- To require testing for specific job positions
[Agenda Item Report - AIR-24-031 - Pdf](#)
- 8.4. Employee Evaluations - Mayor Mohammed 78 - 100
- To conduct semi-annual evaluations for positions that report to the Commission
[Agenda Item Report - AIR-24-030 - Pdf](#)
[TPP Performance Evaluation Form](#)
[Chiefs-Performance-Evaluation-Matrix](#)
- 8.5. Police Department Assessment - Mayor Mohammed 101
- To authorize the town manager to hire an independent consultant to evaluate the police department and present a fair and unbiased assessment of the department strengths weaknesses and provide a blueprint to move the department forward
[Agenda Item Report - AIR-24-043 - Pdf](#)
- 8.6. Vacant Positions to be Budgeted - Mayor Mohammed 102 - 108
- To fund vacant recommended positions and create new positions
[Agenda Item Report - AIR-24-038 - Pdf](#)
- 8.7. Building Services - Mayor Mohammed 109
- SB requires permits to be dealt with within a reasonable time period before town automatically waives ability
[Agenda Item Report - AIR-24-040 - Pdf](#)
- 8.8. Citizen Advisory Board - Mayor Mohammed 110 - 112

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

[Agenda Item Report - AIR-24-041 - Pdf](#)

- 8.9. Redistricting - Mayor Mohammed 113

Direct Staff to implement redistricting

[Agenda Item Report - AIR-24-032 - Pdf](#)

- 8.10. Town Chartered Positions - Mayor Mohammed 114

To delineate positions in the charter for chartered positions clearly.

[Agenda Item Report - AIR-24-039 - Pdf](#)

- 8.11. Election Modification - Mayor Mohammed 115 - 131

To update charter regarding elections.

[Agenda Item Report - AIR-24-042 - Pdf](#)

- 8.12. Purchase Agronomy Towers - Mayor Mohammed 132 - 137

Commission can motion authorizing town manager to negotiate purchase and install 10 pods in the community garden.

[Agenda Item Report - AIR-24-037 - Pdf](#)

- 8.13. The Heritage Firm - Commissioner Jacobs 138 - 152

[COMPLAINT COMPLETE REPORT EVA](#)

- 8.14. Investigation regarding June 11, 2023, letter of complaint - Commissioner Jacobs 153 - 170

[PD Investigation June 11 2023 complaint letter](#)

9. RESOLUTIONS

- 9.1. S.W. 25th Street Stormwater Drainage Improvements - Interim Town Manager Ghany 171 - 206

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.

[2024 004 Budget Amendment SW 25 Street](#)

[Agenda Item Report - AIR-24-019 - Pdf](#)

[PS 25 Approved SWM License SWM2022-085-0-PHASE1_MARKUP2](#)

[PS SW 25th Phase 1 Cost](#)

10. ORDINANCES 1ST READING

- 10.1. Rotation of positions - Clerk Commissioner Hodgkins 207 - 212

Regular Commission Meeting

March 13, 2024

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](#)

11. NEW BUSINESS

- 11.1. ARPA Funds - Interim Town Manager Ghany 213 - 260

[Agenda Item Report - AIR-24-023 - Pdf](#)
[PS ARPA UPDATED](#)
[Ambulance BSO Osage Rescue Proposal 11-8-23](#)
[PS ARPA Pallet Jack](#)
[PS ARPA RESTROOMS 3150 SW 52 Ave. Pembroke Park\(March 6th Revised\)](#)
[PS RECYCLING TRUCK](#)
[ARPA DrawDown REVISED](#)

- 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 261 - 312

To extend the amnesty program until 01/31/2026

[Amnesty Program Extension Request - Pdf](#)

12. OLD BUSINESS

- 12.1. Town Attorney Services - Interim Town Attorney Horowitz 313 - 317

[Attorney Fee Engagement Agreement](#)

13. DISCUSSION

14. ATTORNEY REPORTS

15. TOWN MANAGER REPORTS

16. COMMISSION REPORTS

Commissioner Jacobs

Acting Clerk Commissioner Kashem

Clerk Commissioner Hodgkins

Vice Mayor Morrisette

Mayor Mohammed

17. ANNOUNCEMENTS

17.1. Special Magistrate, Wednesday, March 20th at 9:00 AM

318

Eggstravaganza, Saturday, March 23rd, from 10:00 AM to 2:00 PM at
the Preserve Park

Workshop Commission meeting, Wednesday, March 27th at 6:00 PM

[Eggstravaganza](#)

18. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk



TOWN OF PEMBROKE PARK PROCLAMATION

IRISH AMERICAN HERITAGE MONTH

WHEREAS: *the Town of Pembroke Park recognizes the month of March as Irish American Heritage Month, and*

WHEREAS: *the first recorded celebration of Irish-Americans in the United States dates to 1762 with the first St. Patrick's Day parade in New York City. The parade became an annual event which was initially organized by military units. After the War of 1812, Irish fraternal societies took over the parade's organization; and*

WHEREAS: *it seemed natural to choose March (Saint Patrick's Day falls on March 17) for the month-long recognition of the contributions that Irish immigrants and their descendants have made to U.S. society. Virtually every realm of American endeavor, from steel working to biotechnology to literature, has seen improvement through Irish-descended hands and minds; and*

WHEREAS: *what is less talked about is the anti-immigrant sentiment that was often faced by new Irish-Americans, largely a result of their Catholicism, which clashed with the predominantly Protestant backgrounds of the majority of families whose members had been among the original colonists. Irish-Americans faced bitter competition, even slanted legislation, in their search for good jobs and a place to call home, and*

WHEREAS: *This month we recognize not only the overcoming of those obstacles by Irish-Americans but also the incredible breadth and depth of their contributions to American society, from the Union's edge over the Confederacy in the Civil War to the intellectual contributions that have kept our country on the top tiers of accomplishment, and*

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;*

IRISH AMERICAN HERITAGE MONTH

Dated this 13th day of March 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 WOMEN'S HISTORY MONTH

WHEREAS: *Women's History Month celebrates the often-overlooked contributions of women in history, society, and culture. March is selected as the month for observing Women's History Month to correspond with International Women's Day on March 8th.*

WHEREAS: *The month-long commemoration started with Women's History Day in 1978, organized by the school district of Sonoma, California. Hundreds of students participated in the essay competitions, many presentations were given, and a parade was held in Santa Rosa. The idea caught on and, a few years later, school districts, communities, and organizations all over the country were celebrating the day.*

WHEREAS: *In 1980, the National Women's History Alliance championed for the holiday to be observed as a national week, and this was backed by President Jimmy Carter, who issued the first proclamation declaring the week of March 8 as National Women's History Week. The following year, Congress forwarded a resolution establishing a national observance. Six years later, the expansion of the event to the whole month of March was successfully petitioned by the National Women's History Project.*

WHEREAS: *In 1920, Women Win the Right to Vote Women are granted the right to vote thanks to the 19th Amendment. In 1981, A Women's Place is in the Court Sandra Day O'Connor is the first woman appointed to the United States Supreme Court. In 1983, Women Go to Infinity and Beyond Sally Ride becomes the first woman in space. In 2016, Hillary Rodham Clinton is the first woman to be nominated for president by a major political party.*

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;*

National Women's History Month

Dated this 13th day of March 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

INTERNATIONAL WOMEN'S DAY

WHEREAS, women play a vital role in worldwide social, economic, cultural, and political development;

WHEREAS, women continue to struggle against discrimination whether it is a barrier to education, a pay gap at work, higher premiums for health insurance, inadequate options for family leave, or physical or sexual abuse or violence;

WHEREAS, International Women's Day has been observed since the early 1900's, a time of great unrest and critical debate amongst women concerning oppression and inequality, spurring women to become more vocal and active in campaigning for change;

WHEREAS, March 8th is International Women's Day, a day to celebrate the collective power of women – past, present, and future;

WHEREAS, International Women's Day is a day to uphold women's achievements, recognize challenges, focus greater attention on women's rights and gender equality, encourage and mobilize all people to do their part to bring about positive change;

WHEREAS, the Town of Pembroke Park wishes to take this opportunity to celebrate the diversity of people in our city and to learn from the women of our community about their experiences and aspirations and to use this day to commit ourselves to respect the rights of women to lead secure, creative, healthy, and free lives;

WHEREAS, we urge all members of the community to make a difference and do your part to ensure that the future for women and girls is bright, equal, safe, and rewarding;

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 March 8th as INTERNATIONAL WOMEN'S DAY;

INTERNATIONAL WOMEN'S DAY

Dated this 13th day of March 2024.

Ashira Mohammed Mayor

Erik Morrisette Vice Mayor

William R. Hodgkins Clerk Commissioner

Musfika Kashem Acting Clerk Commissioner

Geoffrey Jacobs Commissioner



MINUTES WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, January 24, 2024
Commission Chambers

The WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, January 24, 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 meeting to order at 6:10pm

2 PLEDGE OF ALLEGIANCE Led by the Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 6:17 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, Interim Town Attorney; Marlen Martell, Town Clerk; Mark Pakula, Information Technology Director; Joseline Ramirez, Chief Code Enforcement Officer; Ra Shana Dabney-Donovan, Police Chief; and Suzi Reutlinger, Assistant to Town Clerk

New Officer Casey introduced himself and thanked the Town for the opportunity to work for the Town.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA None

5 PRESENTATIONS

1. Presentation - Legal Aid Service of Broward County
LEGAL AID OUTREACH COORDINATOR, ERICKA TOLENTINO SPOKE ON
RECORD

6 REPORTS OF COMMITTEES AND TOWN STAFF

Fire Department - Chief Kane
BATTALION CHIEF MICHAEL KANE SPOKE ON RECORD AND SUBMITTED
REPORT OF SERVICE CALLS

7 BUILDING DEPARTMENT - INTERIM BUILDING OFFICIAL PIZZILLO

Status Report for December
INTERIM BUILDING OFFICIAL STEVE PIZZILLO SPOKE ON RECORD AND
SUBMITTED REPORT

8 CODE COMPLIANCE - CHIEF CODE COMPLIANCE OFFICER RAMIREZ

Code Compliance Report - December 2023
CODE COMPLIANCE OFFICER JOSELINE RAMIREZ SPOKE ON RECORD AND
PRESENTED REPORT

5 MINUTE RECESS CALLED BY COMMISSIONER JACOBS
PAUSED AT 7:46 PM
RESUMED AT 7:51 PM

9 FINANCE DEPARTMENT - CONSULTING FINANCE DIRECTOR DILENA

Audit Update
INTERIM FINANCE DIRECTOR DAVID DILENA SPOKE ON RECORD REGARDING
STATUS OF AUDIT REPORT

S. Davis Contract

**The engagement letter for the audit, waiving of procurement process until the
audit is completed in June and resolution are forwarded to the next voting
meeting.**

10 HUMAN RESOURCES

RFQ #23-05 Town Attorney Services - bid opening date Tuesday, January 30, 2024 at
3:00 PM
NO ACTION TAKEN

RFP #24-01 Human Resources Consultant - bid opening date is Monday, February 5, 2024 at 3:00 PM

NO ACTION TAKEN

Town Manager Recruitment - All Commissioners should have spoken to the recruiter to provide their input.

NO ACTION TAKEN

11 POLICE DEPARTMENT - CHIEF DABNEY-DONOVAN

December Statistics and Updates

POLICE CHIEF DABNEY-DONOVAN SPOKE ON RECORD AND SUBMITTED REPORT TO THE COMMISSION

Hallandale Beach PD Training Mutual Aid Draft Agreement

This item will be brought up in the future

Miramar PD Use of Range

This item will be brought up in the future

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

Quarterly Update from Keith & Associates on the S.W. 30th Street Forcemain
CARLOS MORALES SPOKE ON RECORD WITH REPLACEMENT UPDATE

Quarterly Update from Craig A. Smith & Associates on Sewer Master Plan
DANIEL SHONK SPOKE ON RECORD

Quarterly Update from Kimbley-Horn on the Stormwater Master Plan
STEFANO VIOLO SPOKE ON RECORD

Purchase of (2) new Ford F-150 pick up trucks and Enterprise
ABEO MANNING SPOKE ON RECORD

Police Station Build Out - Change Order #4

ITEM PLACED ON CONSENT AGENDA. APPROVAL OF CHANGE ORDER AND PLACE ON CONSENT. THE CONSENSUS WAS TO MOVE FORWARD AND PROCEED WITH THE DISCUSSED CHANGES: THE LOW VOLTAGE WIRING, THE TESTING OF THE A/C SYSTEM AND COMPLETION OF THE CONSTRUCTION WITHOUT HOLDING CELL

IT DIRECTOR PAKULA SPOKE ON RECORD

Grant HMGP funding - project extension request
ITEM PLACED ON CONSENT AGENDA

13 DISCUSSION

Items for Discussion: Commissioner Jacobs
MOST ITEMS WERE PREVIOUSLY DISCUSSED.

Charter Review - DISCUSSION TO HAVE THE COMMITTEE PRESENT TO THE COMMISSION. ALSO, DISCUSSED THAT THE NEWLY ELECTED HAVE NOT HAD AN OPPORTUNITY TO MAKE SUGGESTIONS. RECOMMENDATIONS WILL BE SUBMITTED TO THE COMMISSION.

Economic Development Study - Kevin Crowder spoke on record. STUDY UPDATE COST WILL BE PROVIDED.

Storm Water Master Plan - UPDATE WAS GIVEN

Sewer Master Plan - UPDATE WAS GIVEN

Human Resources Company - THE RFP WILL CLOSE ON FEBRUARY 5TH

Town Attorney - THE RFQ WILL CLOSE ON JANUARY 30TH

FCCMA - Town Manager Update - THIS WAS THE RECRUITER DISCUSSION

Audit - THE AUDITORS ARE PROVIDING AN UPDATE FOR THE NEXT MEETING

JLAC –NO ACTION

Office of Inspector General - THE OIG SUBMITTED A FOLLOW UP LETTER ON DECEMBER 14, AND THEY ARE VERIFYING IF THEIR RECOMMENDATIONS HAVE BEEN ADOPTED.

Letter to Commissioner Jacobs
NO ACTION TAKEN

Discussion items: Vice Mayor Morrisette

Status of clubhouse in Linear park - WORKING ON OBTAINING A SURVEY

Back up power for lift stations - INTERIM TOWN MANAGER TO PROVIDE A LIST

Assistant for Commissioners - WOULD LIKE TO HAVE AN ASSISTANT

Undergrounding power lines - SENATOR PIZZO HAS A PROGRAM WAITING LIST

Amend work from home benefit - Acting Clerk Commissioner Musfika

LINE ITEM

TOWN CLERK TO SEND TO THE COMMISSION CLOCK IN AND OUT TIMES FROM MAY TO SEPTEMBER 2023.

Update Personnel Manual Policies - Mayor Mohammed

Hazard Pay ITEM PLACED ON CONSENT AGENDA

Food Policy - Mayor Mohammed
ITEM PLACED ON CONSENT AGENDA

Items for Discussion - Mayor Mohammed
Parks Master Plan Amphitheater
DANIEL SHONK SPOKE ON RECORD AND WOULD PROVIDE COST ESTIMATE TO
CREATE A PARKS MASTER PLAN

Approval of Commissioners and staff attending committees, boards and conferences -
Mayor Mohammed
Women in Government
APAICS, Asian Pacific American Institute for Congressional Studies
67th Annual Gala - Florida League of Cities
US Conference of Mayors
African American Mayors Association Annual Conference
Florida Institute of Government
Newly Elected Officials Course
Sister Cities International (SCI)
Law Enforcement - MEL Safety Institute
Online Learning Library
Florida League of Cities
Association of Floodplain Managers
Public Services - American Water Works Association - AWWA
Public Services - Florida Water Environment Association - FWEA
Public Services - American Public Works Association - APWA
Town Clerk - Florida City Clerks Association - FCCA
IT Conferences - FLGISA
Public Services Governor's Hurricane Conference
Finance Department - 118th Government Financial Officers Association Conference
ITEM PLACED ON CONSENT AGENDA

14 TOWN CLERK UPDATES

Board applications and summary
TOWN CLERK MARTELL MENTIONED THAT A SAMPLE APPLICATION AND
SUMMARY WERE SUBMITTED TO REMIND THE COMMISSION THAT THREE
BOARDS HAVE BEEN APPROVED AND EACH COMMISSION NEEDS TO
DESIGNATE A RESIDENT FROM THE COMMUNITY. CURRENTLY, THE
APPLICATIONS ARE BEING CREATED BY THE TOWN GRANTS WRITER.

15 ATTORNEY COMMENTS

Form 6 Financial Disclosure
RESOLUTION NO. 2024-002

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID, AND PROVIDING FOR AN EFFECTIVE DATE.**

INTERIM TOWN ATTORNEY HOROWITZ SPOKE ON RECORD, TO SEE IF THE TOWN WOULD WANT TO JOIN OTHER MUNICIPALITIES IN A LAWSUIT STATING THAT THE FILING OF FORM 6 IS UNCONSTITUTIONAL. BUT THE TOWN COULD JOIN AT A LATER TIME.

ACTION WAS TAKEN

16 TOWN MANAGER COMMENTS None

17 COMMISSIONER COMMENTS

Commissioner Jacobs, spoke on the record about multiple items, his role in onboarding a HR Company, creating job descriptions, updating the employee handbook, aligning salaries, reviewed Oel Wingo report, organized the Clerk's office, etc... He made disparaging comments about the previous Town Clerk. He then started discussing misappropriations of funds, how employees have provided misleading information and manipulation of the Commission.

Acting Clerk Commissioner Kashem, asked the Interim Town Manager to follow up with the engineers regarding the flood levels and provide update at the next meeting.

Clerk Commissioner Hodgkins mentioned that the OIG is interested in what remedial remedies the Town will be taking on the misuse of the P-card purchases and to ensure it does not happen again.

Vice Mayor Morrisette asked the Interim Town Manager Ghany, what is being done to be reimbursed for the misused purchases. The Manager directed the question to the Town Clerk. Town Clerk Martell responded that she was communicating with the OIG to provide the Commission with an update.

Interim Town Attorney Horowitz would be meeting with the Town Clerk and Town Manager to discuss the OIG requests regarding the p-card matter.

Mayor Mohammed noted comments from Commissioner Jacobs speech. She rebutted several of his opinions related to decorum, the implementation of the iCompass agenda software, past administration, the community garden and other disparaging comments.

Mayor Mohammed, asked to change meeting date of February 14th. Discussion took place and the meeting was moved to Thursday, February 8th.

18 ANNOUNCEMENTS

Lake Forest Elementary Parent Family Engagement Plan - Information for the parents of children attending Lake Forest Elementary

Regular Commission Meeting, Wednesday, February 14th, at 7:00 PM
Special Magistrate Hearing, Wednesday, February 21st at 9:00 AM
Workshop Commission Meeting, Wednesday, February 28th at 6:00 PM

19 ADJOURNMENT No further Town business, meeting adjourned at 11:07 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.



MINUTES SPECIAL COMMISSION MEETING

6:00 PM - Thursday, February 8, 2024
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Thursday, February 8, 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 6:13 PM

2 PLEDGE OF ALLEGIANCE

Led by Mayor Ashira Mohammed

3 ROLL CALL

The meeting was called to order at 6:13 pm by Mayor Ashira Mohammed. Present at the meeting were Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William Hodgkins, Acting Clerk Commissioner Musfika Kashem, and Commissioner Geoffrey Jacobs

Additional staff in attendance were Town Clerk Marlen Martell, Assistant to Town Clerk Isabel Gallardo, Interim Town Attorney Jacob Horowitz, Chief of Police Ra Shana Dabney-Donovan, Sergeant Carson, Chief Code Compliance Officer Joseline Ramirez, and Events Coordinator Suzi Reutlinger

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

NONE

MOTION TO ADOPT THE AGENDA AS IS MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR MORRISSETTE, MOTION PASSED 5-0

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

Town of Pembroke Park
SPECIAL COMMISSION MEETING
February 8, 2024

OFFICER ACOSTA SPOKE ON RECORD PRESENTING CHIEF DABNEY-
DONOVAN WITH A PLAQUE
SERGEANT CARSON SPOKE ON RECORD

6 PRESENTATIONS / PROCLAMATIONS

- 6.1** Update from Securian dba The Standard.
PENSION ADVISOR ROSEN, SPOKE ON RECORD
JEFF RUEBER, REGIONAL INVESTMENT CONSULTANT, SPOKE ON
RECORD
PAULA LOEB, RELATIONSHIP MANAGER, SPOKE ON RECORD
IF ANY CHANGES TO THE PLAN, CONTACT THE TOWN CLERK TO
SCHEDULE AN APPOINTMENT
- 6.2** Audit Presentation - Audit Consultant S. Davis
TONYA DAVIS FROM S. DAVIS SERVICES PRESENTED THE RESULTS OF
THE AUDIT
- 6.3** Business Flare - Interim Town Manager Ghany
KEVIN CROWDER FROM BUSINESS FLARE GAVE THE COMMISSION AN
UPDATE ON THE NEW ECONOMIC PLAN - NO ACTION WAS TAKEN TO
OBTAIN AN UPDATED REPORT AND INVOICE FOR CURRENT STUDY
WOULD BE PROCESSED FOR PAYMENT
- 6.4** PROCLAMATIONS:
Black History Month
Asian Trade Food Fair and Cultural Show

7 CONSENT AGENDA

**MOTION TO ADOPT THE CONSENT AGENDA MADE BY CLERK
COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR MORRISSETTE
PASSED 5-0**

**MOTION TO AMEND THE CONSENT AGENDA ADDING CLIMATE CHANGE
PREPAREDNESS PROGRAM TO AGENDA ITEM 7.6 MADE BY VICE MAYOR
MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER KASHEM.
PASSED 5-0**

**MOTION TO ACCEPT THE CONSENT AGENDA AS AMENDED MADE BY CLERK
COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR MORRISSETTE,
MOTION PASSED 5-0**

- 7.1** Approval of Minutes - Town Clerk Marlen Martell
11 14 2023 Emergency Commission meeting
12 13 2023 Regular Commission meeting
01 03 2024 Workshop Commission meeting
01 10 2024 Regular Commission meeting

- 7.2 Police Station Build Out - Change Order #4 - Interim Town Manager Ghany
- 7.3 Grant HMGP funding - project extension request - Interim Town Manager Ghany
- 7.4 3% Hazard Pay for employees in the Stormwater and Sewer division - Interim Town Manager Ghany
- 7.5 Annual Sponsorship - Mayor Mohammed
Broward County League of Cities Annual Gala
ICNA Relief USA
- 7.6 Approval of Conferences and Events - Mayor Mohammed
Women in Government
Asian Pacific American Institute for Congressional Studies (APAICS)
US Conference of Mayors
African American Mayors Association Annual Conference
Florida Institute of Government
Newly Elected Officials Course
Sister Cities International (SCI)
Law Enforcement - MEL Safety Institute
Online Learning Library
Florida League of Cities Annual Conference
**ADDED CLIMATE CHANGE PREPAREDNESS PROGRAM
- 7.7 Food Policy - Mayor Mohammed

8 RESOLUTIONS

- 8.1 S. Davis Contract - Finance Consultant DiLena

RESOLUTION NO. 2024-003

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND S. DAVIS & ASSOCIATES, P.A., ATTACHED HERETO AS EXHIBIT "A," FOR INDEPENDENT AUDITING SERVICES; AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Moved by Clerk Commissioner William Hodgkins

Seconded by Vice Mayor Erik Morrisette

MOTION TO APPROVE RESOLUTION NO. 2024-003

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

PASSED 5-0 on a recorded vote

9 ORDINANCES 2ND READING

- 9.1 ORDINANCE NO. 2024-001** - Mayor Mohammed
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 17 OF THE TOWN' S
CODE OF ORDINANCES, ENTITLED "NOISE;" PROVIDING DEFINITIONS
FOR NOISE, NOISE DISTURBANCE, AND PLAINLY AUDIBLE; PROVIDING
FOR VIOLATIONS WHEN NOISE IS PLAINLY AUDIBLE AT CERTAIN
DISTANCES IN VARIOUS ZONING DISTRICTS; PROVIDING FOR
CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**FLOOR OPEN FOR PUBLIC COMMENTS
MAYOR CLOSED FOR PUBLIC COMMENTS**

MAYOR REOPENED PUBLIC COMMENTS
KELSEY FREITUS RESIDENT SPOKE ON RECORD
CHIEF CODE COMPLIANCE OFFICER JOSELINE RAMIREZ SPOKE ON
RECORD
MAYOR CLOSED FOR PUBLIC COMMENT

Moved by Vice Mayor Erik Morrisette
Seconded by Acting Clerk Commissioner Musfika Kashem

MOTION TO APPROVE ORDINANCE NO. 2024-001

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

PASSED 3-2 on a recorded vote

10 OLD BUSINESS

- 10.1** Purchase of (2) new Ford F-150 pick up trucks and a Town administrative
vehicle - Interim Town Manager Ghany

ABEO MANNING SPOKE ON RECORD

Moved by Clerk Commissioner William Hodgkins
Seconded by Acting Clerk Commissioner Musfika Kashem

MOTION TO LEASE THE VEHICLES

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk
Commissioner William Hodgkins, Acting Clerk Commissioner

Musfika Kashem, and Commissioner Geoffrey Jacobs

PASSED 5-0 on a recorded vote

Moved by Clerk Commissioner William Hodgkins

Seconded by Vice Mayor Erik Morrisette

MOTION TO AUTHORIZE INTERIM TOWN MANAGER GHANY TO SIGN
THE CONTRACT

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

PASSED 5-0 on a recorded vote

11 NEW BUSINESS

11.1 Recess started at 8:24PM

Reconvene at 8:38PM

Megawattage - Renewal of Generator Maintenance contract - Interim Town
Manager Ghany

Moved by Vice Mayor Erik Morrisette

Seconded by Acting Clerk Commissioner Musfika Kashem

MOTION TO APPROVE THE RENEWAL OF THE MEGAWATTAGE
CONTRACT IN AN AMOUNT NOT TO EXCEED OF \$25,650.31, AND
AUTHORIZE THE MANAGER TO SIGN CONTRACT

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

PASSED 5-0 on a recorded vote

11.2 Discussion on benefits - Acting Clerk Commissioner Kashem

Discussion on the time employees report to work

Town operating hours per the personnel manual

TIME Find Law

2021 December EMPLOYEE HANDBOOK REVISED

Moved by Acting Clerk Commissioner Musfika Kashem

Seconded by Commissioner Geoffrey Jacobs

MOTION TO AMEND THE TELECOMMUTING THAT WAS PASSED IN 2023,
BACK FROM FIVE DAYS TO TWO DAYS A MONTH

Ayes: Mayor Ashira Mohammed, Clerk Commissioner William Hodgkins, Acting Clerk Commissioner Musfika Kashem, and Commissioner Geoffrey Jacobs

Nays: Vice Mayor Erik Morrisette

PASSED 4-1 on a recorded vote

Moved by Acting Clerk Commissioner Musfika Kashem
Seconded by Commissioner Geoffrey Jacobs

MOTION TO REMOVE CAR ALLOWANCE

Ayes: Mayor Ashira Mohammed, Clerk Commissioner William Hodgkins, Acting Clerk Commissioner Musfika Kashem, and Commissioner Geoffrey Jacobs

Nays: Vice Mayor Erik Morrisette

PASSED 4-1 on a recorded vote

Moved by Acting Clerk Commissioner Musfika Kashem
Seconded by Commissioner Geoffrey Jacobs

MOTION TO REDUCE SEVERANCE FROM 6 WEEKS TO 2 WEEKS

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

PASSED 5-0 on a recorded vote

Moved by Acting Clerk Commissioner Musfika Kashem
Seconded by Vice Mayor Erik Morrisette

MOTION TO AUTHORIZE THE CITY MANAGER TO AMEND PERSONAL MANUAL PG.14 TO MEET THE NEEDS OF THE COMMUNITY.

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

PASSED 5-0 on a recorded vote

Moved by Acting Clerk Commissioner Musfika Kashem
Seconded by Commissioner Geoffrey Jacobs

MOTION THAT PUBLIC WORKS AND IT WORK 7 DAYS A WEEK VS. 5 DAYS A WEEK TEMPORARILY AND TO BE ADDRESSED BY HR

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

PASSED 5-0 on a recorded vote

11.3 Camera angle - Commissioner Jacobs

COMMISSIONER JACOBS TO SWITCH SEAT WITH CLERK
COMMISSIONER HODGKINS SO TOWN CLERK CAN BE IN CAMERA VIEW

11.4 ESRI Inc.GIS Renewal - IT Director Pakula

Moved by Clerk Commissioner William Hodgkins
Seconded by Vice Mayor Erik Morrisette

MOTION TO RENEW GIS CAMERA IN AN AMOUNT NOT TO EXCEED
\$5,335.00

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

PASSED 5-0 on a recorded vote

12 DISCUSSION

12.1 Speed Zone Cameras - Police Chief Dabney Donovan

POLICE CHIEF RA SHANA DABNEY-DONOVAN TO PROVIDE
PERCENTAGE OF CITATIONS GIVEN REGARDING SCHOOL ZONES AT
FUTURE MEETING

Moved by Commissioner Geoffrey Jacobs
Seconded by Clerk Commissioner William Hodgkins

MOTION TO DIRECT STAFF TO PROCURE THE SCHOOL ZONE
CAMERAS

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

PASSED 5-0 on a recorded vote

12.2 Bills over \$500.00 - Finance Department - This is for informational purpose
ONLY. Moving forward this information will be uploaded to the Finance
Department Report at the Workshop Commission meetings

12.3 FEMA letter - Mayor Mohammed

Moved by Commissioner Geoffrey Jacobs
Seconded by Vice Mayor Erik Morrisette

MOTION TO ENGAGE ENGINEERS FOR EVALUATION OF FLOOD ZONES

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

PASSED 5-0 on a recorded vote

13 ATTORNEY COMMENTS

NONE

14 TOWN MANAGER COMMENTS

NONE

15 COMMISSIONER COMMENTS

NONE

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

16 ANNOUNCEMENTS

Building Department Jeffrey Louis, per ordinance, advised the commissioners of the upcoming park event called festival of colors. The event takes place on Saturday, March 30, 2024 and rental of park has been requested for 500 people.

16.1 Broward County Hurricane Hardening Program

16.2 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

17 ADJOURNMENT

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

Commission approved on:

Town of Pembroke Park
SPECIAL COMMISSION MEETING
February 8, 2024

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
SPECIAL COMMISSION MEETING
February 8, 2024



MINUTES SPECIAL COMMISSION MEETING

6:00 PM - Monday, February 12, 2024
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Monday, February 12, 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 Ashira Mohammed. Present at the meeting were Mayor Ashira Mohammed, Commissioner Geoffrey Jacobs, Acting Clerk-Commissioner Musfika Kashem, Clerk Commissioner William Hodgkins, and Vice Mayor Erik Morrisette

Additional staff in attendance were Town Clerk Marlen Martell, Interim Town Attorney J Horowitz, Town Manager Aleem Ghany, Events Coordinator Suzi Reutlinger, Police Chief Ray Shana Dabney-Donovan, Sargent Carson, and Town Clerk Assistant Isabel Gallardo

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

MOTION TO ACCEPT AGENDA WITH NO CHANGES MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR MORRISSETTE
PASSES 5-0

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

No Public Comments

6 PRESENTATIONS

Interim Town Attorney Jacob Horowitz asked public to step out during the Town legal service presentations

Broadcast stopped at 6:19PM for presentation

7 NEW BUSINESS

1. RFQ 23-05 Presenting for Legal Services:
John Fumero from Mason Yeager
Gemma Torsiva from TG Law
Pamela Ryan from Ottinot Law
Allison Smith from Weiss Serota
John Herrin from Fox Rothchild
Sydney Calloway from Shutts
Joseph Geller from Greenspoon Marder

MAYOR ASHIRA MOHAMMED STATED THAT ON WEDNESDAY, FEBRUARY 28, 2024, A SPECIAL COMMISSION MEETING WILL BE HELD BEFORE THE WORKSHOP COMMISSION MEETING TO FURTHER DISCUSS THE SELECTION OF LEGAL SERVICES FOR THE TOWN

2. RFP 24-01 - Human Resources Consultant

MAYOR ASHIRA MOHAMMED ADVISED THAT THE TOWN WOULD DECIDE ON THE HR CONSULTANT SERVICES AT THE SPECIAL COMMISSION MEETING ON WEDNESDAY, FEBRUARY 28, 2024, IF THE SELECTION COMMITTEE HAS MET

8 ATTORNEY COMMENTS

NONE

9 TOWN MANAGER COMMENTS

NONE

10 COMMISSIONER COMMENTS

NONE

11 ANNOUNCEMENTS

The Asian America and Pacific Islander, and the Black History Month Proclamations were signed

1. Blood Drive, Saturday, February 24, 2024 from 8:00 AM to 3:30 PM located at 3184 west Hallandale Beach Blvd
Workshop Commission Meeting, Wednesday, February 28, 2024 at 6:00 PM
Regular Commission Meeting, Wednesday, March 13, 2024 at 7:00 PM
Special Magistrate, Wednesday, March 20, 2024 at 9:00 AM
Eggstravaganza, Saturday, March 23, 2024 from 10 AM to 2 PM located at the

Preserve Park
Workshop Commission Meeting, Wednesday, March 27, 2024, at 6:00 PM

Upcoming Town Events:
Back to School, Saturday, August 10, 2024
Fall Festival, Friday, October 18, 2024
Health Fair, Saturday, November 2, 2024
Turkey Giva Away, Monday, November 25, 2024
Toy Give Away, Thursday, December 19, 2024

12 ADJOURNMENT

With no further Town business meeting Adjourned at 8:13PM

ATTEST:

Marlen D. Martell, Town Clerk

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Town of Pembroke Park
SPECIAL COMMISSION MEETING
February 12, 2024



MINUTES SPECIAL COMMISSION MEETING

6:00 PM - Wednesday, February 28, 2024
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, February 28, 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 6:06 PM

2 PLEDGE OF ALLEGIANCE

Led by Mayor Ashira Mohammed

3 ROLL CALL

The meeting was called to order at 6:06 PM. Present at the meeting were Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William Hodgkins, Acting Clerk Commissioner Musfika Kashem, and Commissioner Geoffrey Jacobs

Additional staff in attendance were Town Clerk Marlen Martell, Events Coordinator Suzi Reutlinger, Interim Town Attorney Jacob Horowitz, Clerk Assistant Isabel Gallardo, Interim Town Manager Aleem Ghany, Interim Chief Building Official Steve Pizzillo, Deputy Public Service Director Tom Positano, IT Director Mark Pakula, and Police Chief Ra Shana Dabney-Donovan

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

None

MOTION TO ACCEPT THE AGENDA AS IS MADE BY VICE MAYOR MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER KASHEM, MOTION PASSES 5-0.

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD &

Town of Pembroke Park
SPECIAL COMMISSION MEETING
February 28, 2024

WELFARE

NONE

6 DISCUSSION

- 6.1** Awarding RFQ 23-05 Town Attorney Firm - Mayor Mohammed
23-05 REISSUED TOWN ATTORNEY BID

**MOTION TO REJECT RFQ 23-05 TOWN ATTORNEY SERVICES
SUBMITTALS.**

**MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS,
SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION
PASSED 4-1 MAYOR ASHIRA MOHAMMED OPPOSED.**

**INTERIM TOWN ATTORNEY HOROWITZ, WILL SUBMIT THEIR PREVIOUS
PROPOSAL FOR COMMISSION REVIEW AT THE NEXT REGULAR
COMMISSION MEETING.**

- 6.2** RFP 24-01 Human Resources Consultant - Mayor Mohammed
Discussion and possible action to approve the Committee top ranked firm &
direct Interim Town Manager to start negotiations
Top Selected Firms
a. Gehring Group
b. MAS Talent
c. Noble Management Solutions

MOTION TO REJECT RFP 24-01 HR SERVICES SUBMITTALS.

**MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS,
SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION
PASSED 5-0.**

THE BID WILL BE RELEASED WITH THE UPDATED SCOPE.

7 ATTORNEY COMMENTS

None

8 TOWN MANAGER COMMENTS

None

9 COMMISSIONER COMMENTS

None

10 ANNOUNCEMENTS

10.1

Town of Pembroke Park
SPECIAL COMMISSION MEETING
February 28, 2024

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 10 AM TO 2 PM AT THE
PRESERVE PARK
WORKSHOP COMMISSION MEETING, WEDNESDAY, MARCH 27TH, AT 6:00 PM
SUBJECT: UPCOMING TOWN EVENTS

UPCOMING EVENTS:	
Back to School	August 10 ,2024
Fall Festival	October 18, 2024
Health Fair	November 2, 2024
Turkey Give Away	November 25, 2024
Toy Give Away	December 19, 2024

11 ADJOURNMENT

No further Town business, meeting adjourned at 6:40 PM

ATTEST:

Marlen D. Martell, Town Clerk

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Town of Pembroke Park
SPECIAL COMMISSION MEETING
February 28, 2024



MINUTES WORKSHOP COMMISSION MEETING

7:00 PM - Wednesday, February 28, 2024
Commission Chambers

The WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, February 28, 2024, at 7:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Vice Mayor Erik Morrisette; Clerk Commissioner William Hodgkins; Acting Clerk Commissioner Musfika Kashem; Commissioner Geoffrey Jacobs; and Public Services Director Tom Positano

EXCUSED: Mayor Ashira Mohammed

1 CALL TO ORDER Meeting called to Order at 7:06 PM

2 PLEDGE OF ALLEGIANCE Led by Vice Mayor Erik Morrisette

3 ROLL CALL The meeting was called to Order at 7:06 PM. Present at the meeting were Vice Mayor Erik Morrisette, Clerk Commissioner William Hodgkins, Acting Clerk Commissioner Musfika Kashem, and Commissioner Geoffrey Jacobs. Mayor Ashira Mohammed was absent.

Additional staff in attendance were Town Clerk Marlen Martell, Events Coordinator Suzi Reutlinger, Interim Town Attorney Jacob Horowitz, Clerk Assistant Isabel Gallardo, Interim Town Manager Aleem Ghany, Interim Chief Building Official Steve Pizzillo, Deputy Public Service Director Tom Positano, IT Director Mark Pakula, Chief Code Compliance Officer Joseline Ramirez, Fire Chief Michael Kane, Police Chief Ra Shana Dabney-Donovan, and Officer Acosta.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Removing Item 9.1, Human Resources Business Tax Receipt Specialist Position
Adding to Item 10.1, Empire Computer & Consultants contract

5 REPORTS OF COMMITTEES AND TOWN STAFF

Town of Pembroke Park
Workshop Commission Meeting
February 28, 2024

5.1 Fire Department - Chief Kane

FIRE BATTALION CHIEF MICHAEL KANE PRESENTED AND SUBMITTED REPORT FOR COMMISSION REVIEW

6 BUILDING DEPARTMENT - INTERIM BUILDING OFFICIAL PIZZILLO

6.1 Monthly Stats

INTERIM CHIEF BUILDING OFFICIAL STEVE PIZZILLO PRESENTED AND SUBMITTED REPORT FOR COMMISSION REVIEW

7 CODE COMPLIANCE - CHIEF CODE COMPLIANCE OFFICER RAMIREZ

7.1 Code Compliance Report for the month of January 2024

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

8 FINANCE DEPARTMENT - CONSULTING FINANCE DIRECTOR DILENA Interim

Finance Director was not present, instead submitted for review bills over \$500 for information purpose.

8.1 Bills Over \$500.00 for information purpose

9 HUMAN RESOURCES

9.1 Business Tax Receipt Specialist position - Interim Town Manager Ghany

ITEM WAS REMOVED FROM AGENDA

10 IT DEPARTMENT - IT DIRECTOR PAKULA

10.1 Police Station Build Out - Update

IT DIRECTOR MARK PAKULA SPOKE ON RECORD ADVISING OF CONTRACT WITH EMPIRE COMPUTING CONSULTING

ITEM PLACED ON CONSENT

11 POLICE DEPARTMENT - CHIEF DABNEY-DONOVAN

11.1 January Statistics

POLICE CHIEF RA SHANA DABNEY-DONOVAN PRESENTED AND SUBMITTED REPORT FOR COMMISSION REVIEW

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

12.1 UPDATE LIVE LOCAL ACT - Interim Town Attorney Horowitz, Interim Town Manager Ghany

INTERIM ATTORNEY HOROWITZ SPOKE ON RECORD

PLANNING CONSULTANT MICHAEL VONDER-MEULEN FROM KEITH & ASSOCIATES SPOKE ON RECORD

COMMISSION DIRECTED INTERIM TOWN MANAGER GHANY TO SIGN THE APPLICATION

12.2 S.W. 25th Street Stormwater Drainage Improvements - Craig A. Smith & Associates (Discussion)

INTERIM TOWN MANAGER ALEEM GHANY SPOKE ON RECORD

DANIEL SHONK FROM CRAIG SMITH SPOKE ON RECORD

ITEM PLACED ON CONSENT

13 DISCUSSIONS

13.1 ARPA Funds - Interim Town Manager Ghany

INTERIM TOWN MANAGER ALEEM GHANY SPOKE ON RECORD

ITEM PLACED ON CONSENT

13.2 Rotation of positions - Clerk Commissioner Hodgkins

CLERK COMMISSIONER WILLIAM HODGKINS SPOKE ON RECORD

INTERIM TOWN ATTORNEY JACOB HOROWITZ SPOKE ON RECORD

INTERIM TOWN ATTORNEY WILL PROVIDE AN ORDINANCE

13.3 OIG update - Clerk Commissioner Hodgkins, Interim Town Manager Ghany

CLERK COMMISSIONER HODGKINS SPOKE ON RECORD

TOWN CLERK MARLEN MARTELL SPOKE ON RECORD

COMMISSION WILL CONTINUE TO BE UPDATED IN THE FUTURE

14 ATTORNEY COMMENTS INTERIM TOWN ATTORNEY HOROWITZ SPOKE ON RECORD ON BEHALF OF MAYOR MOHAMMED

ITEM FORWARD FOR DISCUSSION

15 TOWN MANAGER COMMENTS TOWN MANAGER GHANY SHARED THAT DEPENDING ON FINANCE DEPARTMENT FINDINGS IN REGARD TO THE P-CARDS, IT WILL BE BROUGHT FORWARD TO THE COMMISSION

16 COMMISSIONER COMMENTS None

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

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

18 ADJOURNMENT With no further Town business, meeting Adjourned at 8:44 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.

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Town of Pembroke Park
Workshop Commission Meeting
February 28, 2024

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.

AGENDA ITEM REPORT



To: IT Department
Subject: IT update for the Police Buildout.
Meeting: AGENDA SPECIAL COMMISSION MEETING - Feb 28 2024
Department: IT
Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

I got quotes from three companies that use piggyback from other government contracts. The first quote for labor and parts only was \$150,298.83, the Second quote was \$104,256.30, and the Third was \$69,800.00. After reviewing all three quotes with David Dilena and Tom Positano. We agreed that Empire's labor and parts quote was the best. Empire will also be installing and selling the Town Cameras and access control. They will also piggyback off a government contract for the Cameras and Access control system.

FINANCIAL IMPACT:

Police Labor and Parts \$64,000.00. Town Labor and Parts \$5,800.00 Total labor \$69,800.00
Camera and Access Control Police \$40,457.40 and Camera and Access Control Town \$14,190.80
Total \$124,448.20 Not to exceed \$135,000.00

RECOMMENDATION:

Approve item.



CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

This Agreement made and entered into on the 29th day of January, 2021 by and **Empire Computing & Consulting Inc.**, authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **120 N. Frederick Ave., Daytona, FL 32114** and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

WITNESSETH

WHEREAS, City has a need to obtain non-engineering related consulting services regarding Information Technology ("IT"), specifically the disciplines of Application/Database Development & Support, Audio/Visual Support, and Physical Security from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, CONTRACTOR is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

Witnessed that the CONTRACTOR and the City, for the Consideration herein-after named, agree as follows:

1. TERM AND DEFINITIONS –

- 1.1. Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the fifth (5th) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to two (2) additional one-year renewals. Such an extension shall only be by written amendment and approved by the City Manager.
- 1.2. The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.
- 1.3. **Definitions.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

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- a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.
- b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.
- c. "Consultant" shall mean Empire Computing & Consulting Inc., a _S-Corporation_, and its principals, employees, resident project representatives (and assistants).
- d. "Public Record" shall have the meaning given in Section 119.011(1), Florida Statutes.
- e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.
- f. "Work" or "Services" shall be used interchangeably and shall include the performance of the IT consulting work agreed to by the parties in a Task Order.
- g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 2 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4. **Engagement.** The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2. **DESCRIPTION OF SERVICES; RATE SCHEDULE** - CONTRACTOR shall perform on an as needed basis Information Technology consulting services on a "task" basis. In general, such services may include, but not be limited to, Application/Database Development & Support, Audio/Visual Support, and Physical Security. (EXHIBIT A - PRICING SCHEDULE).

2.1. The services to be performed pursuant to each Task Order shall fall within the general Scope of Work. When the City desires to enter into a specific Task Order, the City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The CONTRACTOR will generate a detailed Scope of Work document, prepare a Schedule, add a

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fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the CONTRACTOR through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

- 2.2. The City will issue a notice to proceed to the CONTRACTOR in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the CONTRACTOR shall perform the services set forth in the Task Order.
3. The City reserves the right, at its discretion, to perform a service related to this Agreement or to retain the services of other consulting companies to provide processional IT Consultant Services.
4. The CONTRACTOR shall not provide a minimum and maximum hourly rates table as reference to the City and will be herein to set forth as an exhibit to this Agreement.
5. **CHANGES IN SCOPE OF WORK** –
 - 5.1. City may make changes in the Services at any time by giving written notice to CONTRACTOR. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and CONTRACTOR will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.
 - 5.2. All of the City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.
6. **SCHEDULE** –
 - 6.1. Consultant shall perform services in conformance with the mutually agreed schedule set for in negotiated Task Orders issued. Consultant shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Consultant fall behind on any agreed

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upon schedule, it shall employ such resources so as to comply with the schedule both parties mutually agreed upon.

6.2. No extension for completion of services shall be granted to Consultant without the City's prior written consent, except as provided herein.

6.3. Any cost caused by defective or ill-timed services shall be borne by the party responsible thereof.

7. METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT –

7.1. **General Services.** For basic and additional Services performed by the Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

7.2. **Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

7.3. **Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant shall be bound by any attorney-work product public records exemption laws and rules.

7.4. **Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s218.70 et. Seq., Florida Statutes.

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- 7.5. **Miscellaneous.** Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.
- 7.6. **Errors and Deficiencies.** Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.
- 7.7. **Payment Offsets.** To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.
- 7.8. **Payment not Waiver.** The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.
- 7.9. **Delay Remedy.** The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption, or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.
- 7.10. **Acceptance of Payment.** Acceptance of final payment by the Consultant for a specific Task Order shall constitute a release of all claims for payment which the Consultant may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.
- 7.11. **Payment Adjustments.** It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment.

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7.12. **Partial Payments.** Payment made to the Consultant shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

8. **RIGHT TO INSPECTION** –

8.1. City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

8.2. No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

9. **PROGRESS MEETING** –

9.1. City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

10. **SAFETY** –

10.1. Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

11. **REASONABLE ACCESS** –

11.1. During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

12. **INSURANCE** –

12.1. **Liability Amounts.** Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

- a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of \$1,000,000 as the combined single limit per claim and \$1,000,000 in the aggregate.

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- b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant, and with a deductible not greater than \$5,000.00.
 - c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.
 - d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.
- 12.2. **Special Requirements.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.
- 12.3. The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included

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in article 10.1.b and 10.1.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

- 12.4. **Independent Associates and Consultants.** All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

13. COMPLIANCE WITH LAWS AND REGULATIONS –

- 13.1. Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

14. REPRESENTATIONS –

- 14.1. Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consulting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable

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requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

- 14.2. Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

15. GUARANTEE AGAINST INFRINGEMENT –

- 15.1. Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

16. DOCUMENTS –

- 16.1. **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Consultant agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Consultant related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Consultant. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form,

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characteristics, or means of transmission of Consultant are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant shall provide the City, upon request from the City Clerk, copies 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 by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Consultant shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Consultant of the request and the Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Consultant does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Consultant acknowledges that if the Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. The Consultant acknowledges that if a civil action is filed against the Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Consultant fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Consultant's failure to comply with this Section, the City shall collect from Consultant

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prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Consultant. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Consultant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

- a. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.
- b. **Ownership of Documents.** The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.
- c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications

17. ASSIGNMENT –

- 17.1. Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.
- 17.2. If upon receiving written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

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17.3. If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation.

17.4. If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

18. INDEPENDENT CONTRACTOR –

18.1. At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

18.2. Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

18.3. Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

18.4. Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

18.5. Consultant has committed any act of fraud or any other unlawful act upon the City or another party; or

18.6. Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

18.7. Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

18.8. Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.9. In the event of such termination upon default and breach of this Agreement, any completed services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, however,

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shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the City, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Consultant can be determined.

19. TERMINATION –

19.1. Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed to the satisfaction of the City prior to the effective date of termination.

20. FORCE MAJEURE –

20.1. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

21. GOVERNING LAW & VENUE –

21.1. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

22. HEADINGS –

22.1. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

23. SEVERABILITY –

23.1. In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

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24. WAIVER AND ELECTION OF REMEDIES –

24.1. Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

24.2. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

25. THIRD PARTY RIGHTS –

25.1. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

26. PROHIBITION AGAINST CONTINGENT FEES –

26.1. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

27. ENTIRE AGREEMENT –

27.1. This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

28. NO JOINT VENTURE –

28.1. Nothing herein shall be deemed to create a Joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29. ATTORNEY'S FEES –

29.1. Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

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30. **COUNTERPARTS** –

30.1. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

31. **DRAFTING** –

31.1. City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

32. **NOTICE** –

32.1. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

CONSULTANT

Empire Computing & Consulting Inc.
Attn: Dave Campos / President – CEO
120 N. Frederick Ave
Daytona, FL 32114
P: (386) 253-6506
E: davec@empirecomputing.com

FOR THE CITY

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, FL 32922
P: (321) 433-8833
E: purchasing@cocoafl.org

32.2. Either party may change the notice address by providing the other party written notice of the change.

32.3. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

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33. SOVEREIGN IMMUNITY –

33.1. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Consultant agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

34. CORPORATE REPRESENTATIVE BY CONSULTANT –

- 34.1. Consultant hereby represents and warrants to the City the following:
- a. Consultant is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.
 - b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

35. INDEMNIFICATION AND LIMITATION OF LIABILITY –

35.1. The Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, costs or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance or non-performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

35.2. Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but

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not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions and shall survive termination of this Agreement.

35.3. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant expresses its willingness to enter into this Agreement with the knowledge that the Consultant's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Consultant to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

36. CONSULTANT'S PERSONNEL ONSITE –

36.1. If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

36.2. The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of

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manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

37. RECORD DRAWINGS -

- 37.1. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

38. ADDITIONAL ASSURANCES –

- 38.1. The Consultant for itself and its Subconsultants, if any, certifies that:
- a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;
 - b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;
 - c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.
 - d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

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39. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

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(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the

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standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

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(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

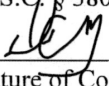
Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, Empire Computing & Consulting Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

David Campos / President

Name and Title of Contractor's Authorized Official

January 29, 2021

Date

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j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

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The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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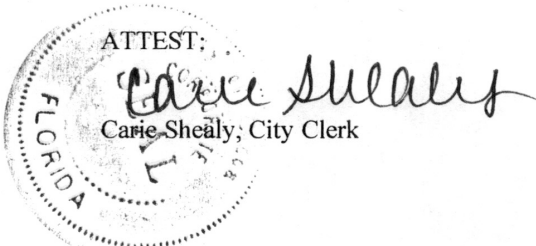
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IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: [Signature]
Stockton Whitten, City Manager

Date: 3/09/2021



CONTRACTOR

Empire Computing & Consulting Inc.

By: [Signature]
David Campos, Jr. President/CEO
Print name/title: David Campos / President

Date: 1/29/2021

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 16th day of February, 2021, by David Campos Jr., the _____ of _____, who is personally known to me or who produced FLC512-161-65-370-0 as identification and who did take an oath.



PAMELA J. GREENHAW
Notary Public - State of Florida
Commission # HH 064078
My Comm. Expires Feb 11, 2025
Bonded through National Notary Assn.

[Signature]
(Notary Public Signature)
Pamela J. Greenhaw
(Print Name)

Notary Public, State of FL
Commission No.: #HH 064078
My Commission Expires: 02.11.2025

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part I - Information Technology Services Cost Schedule

Please provide a maximum hourly rate for each category of services your organization has been qualified to provide.

Category of Service	Mon-Fri 7 AM - 6 PM Maximum Hourly Rate	After-Hours & Holiday Maximum Hourly Rate
Network Architecture and Security	\$110.00	\$ 225.00
Wireless Network Support	\$110.00*	\$225.00

Pricing reflected on cost sheet is for single purchase items. Items in quantity or over dollar thresholds can be considered for manufacturer special pricing and additional discounting. Empire is an HPE Aruba Gold partner and a NASPO State of Florida participant. Empire also participates on NASPO with Cisco.

Empire can also offer purchasing opportunities through PEPPM, GSA and NCPA should the City so find necessary.

*the wireless network support above does not include the point to point wireless which is covered under a separate contract.

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part II - Information Technology Equipment Cost Schedule

Please provide a minimum percentage discount for each category (in blue fields) or each item (in white fields). You may optionally exclude quoting a discount for any category or item by entering "No Bid".

Category	Minimum % Discount off	Category	Minimum % Discount off
1 - Network Equipment	%	6 - Memory	%
Ruckus	44%	Corsair	%
Cisco	35%	Crucial	%
Transition Networks	10%	Kingston	%
2 - Server Equipment	%	HP	%
HP	25%	7 - Desktop Computers	%
Cisco	35%	Dell	%
3 - Storage	%	HP	%
Barracuda	15%	Lenovo	%
Dell/EMC	%	8 - Laptop Computers	%
Fujitsu	%	Apple	%
HP	35%	Asus	%
Nimble	35%	Dell	%
4 - Wireless Networking	%	HP	%
Ruckus	35%	Lenovo	%
Cisco	35%	Panasonic	15%
Radwin	20%	9 - Tablet Computers	%
5 - Network/Data Center	%	Apple	%
APC/Schneider	%	Asus	%
Avocent	30%	Panasonic	15%
Belkin	%	10 - Thin/Zero Clients	%
Berk-Tek	%	Dell/Wyse	%
Dymo	%	11 - Monitors/Televisions/Projectors	%
Eaton	%	Dell	%
Emcor	%	LG	%
Leviton	%	Samsung	%
Middle Atlantic	%	Sony	%
NetScout/Fluke	%	Viewsonic	%
Siemens	%	Vizio	%
Snake Tray	%	12 - Audio/Visual Equipment	%
Softing	%	13 - Telecom/VoIP	%
Startech	%	Jabra	%
TrippA1:A34 Lite	%	Mitel/Shoretel	%
		Plantronics	%
		Sennheiser	%



PURCHASING

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.gov

CITY OF COCOA
1ST AMENDMENT TO PROFESSIONAL CONSULTANT AGREEMENT
CONTRACT P-20-20-COC
PROFESSIONAL IT SERVICES

This FIRST Amendment is made to the agreement between the **City of Cocoa**, a Florida municipal Corporation (“City”) and **Empire Computing & Consulting Inc.** a for profit corporation (“Contractor”).

WHEREAS, the City and the Contractor entered into an agreement for Professional IT Services, dated January 29, 2021.

WHEREAS, the Contractor is offering additional products to the City from what was established in Exhibit A, Part II of the original agreement.

WHEREAS, the parties desire to amend the Agreement to update and accept the additional product offerings in a revised Exhibit A – Pricing Schedule.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Agreement is hereby amended to update Exhibit A – Pricing Schedule to include the additional product offerings as attached to this amendment by reference.
2. All of the terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Amendment.
3. This Amendment shall be effective as of the date of the final signature below.

By signing below, the parties have executed this Amendment which will be effective as of the date of the final signature.

Stay Connected

www.CocoaFL.gov



Serving our community with P.R.I.D.E!

**EMPIRE COMPUTING &
CONSULTING INC.**

CITY OF COCOA

By: David A. Campos Jr
(Print Name)

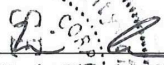
By: Stockton Whitten
(Print Name)

CEO/President
(Title)

City Manager
(Title)


Signature / Date

 10/5/2023
Signature / Date

Attest: 
Carrie Shealy, City Clerk

CC: Robert Beach, Chief Technology Officer, City of Cocoa
Brian Dale, Purchasing / Contracts Division Manager, City of Cocoa

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www.CocoaFL.gov



Serving our community with P.R.I.D.E!

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part I - Information Technology Services Cost Schedule

Please provide a maximum hourly rate for each category of services your organization has been qualified to provide.

Category of Service	Mon-Fri 7 AM - 6 PM Maximum Hourly Rate	After-Hours & Holiday Maximum Hourly Rate
Network Architecture and Security	\$110.00	\$ 225.00
Wireless Network Support	\$110.00*	\$225.00

Pricing reflected on cost sheet is for single purchase items. Items in quantity or over dollar thresholds can be considered for manufacturer special pricing and additional discounting. Empire is an HPE Aruba Gold partner and a NASPO State of Florida participant. Empire also participates on NASPO with Cisco.

Empire can also offer purchasing opportunities through PEPPM, GSA and NCPA should the City so find necessary.

*The wireless network support above does not include the Radwin point to point wireless installation or maintenance which is covered under a separate contract.

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part II - Information Technology Equipment Cost Schedule

Please provide a minimum percentage discount for each category (in blue fields) or each item (in white fields). You may optionally exclude quoting a discount for any category or item by entering "No Bid".

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Cisco	35%	Crucial	%
Transition Networks	10%	Kingston	%
Fortinet*	18%	HP	%
2 - Server Equipment		7 - Desktop Computers	%
HP	25%	Dell	%
Cisco	35%	HP	%
3 - Storage	%	Lenovo	%
Barracuda	15%	8 - Laptop Computers	%
Dell/EMC	%	Apple	%
Fujitsu	%	Asus	%
HP	35%	Dell	%
Nimble	35%	HP	%
4 - Wireless Networking	%	Lenovo	%
Ruckus	35%	Panasonic	%
Cisco	35%	9 - Tablet Computers	
Radwin	20%	Apple	%
Ubiquiti*	0%	Asus	%
HPE Aruba*	35%	Panasonic	15%
5 - Network/Data Center	%	10 - Thin/Zero Clients	%
APC/Schneider	%	Dell/Wyse	%
Avocent	30%	11 - Monitors/Televisions/Projectors	%
Belkin	%	Dell	%
Berk-Tek	%	LG	%
Dymo	%	Samsung	%
Eaton	%	Sony	%
Emcor	%	Viewsonic	%
Leviton	%	Vizio	%
Middle Atlantic	%	12 - Audio/Visual Equipment	%
NetScout/Fluke	%	Verkada (entire line)*	30%
Siemens	%	13 - Telecom/VoIP	
Snake Tray	%	Jabra	%
Softing	%	Mitel/Shoretel	%
Startech	%		%
TrippA1:A34 Lite	%		%

*Additional offerings included under the first amendment to agreement P-20-20-COC

3150 SW 52 AVE (POLICE DEPT)

Status Permit Issued 
Job Type Commercial Alterations - STRUCTURAL
Master Process # 96738
Permit # 23352272-0



▲ Permit Warnings 22

☑ Overrides 28

Plan Review 8/30/2022 9:54:29 AM

Permit Issued 2/21/2023 8:59:50 AM

Permit Expired

Permit Complete

Fees

New Fee

Delete Fees

Pay

Amount Paid \$ 0.00

Amount Due \$ 26725.63

Amount Unapplied \$ 0.00

Application	Date	Type	Work Item	Notes	Quantity	Amount	Transaction...	☐ Del
(MEC)-96738	3/1/2024	Building Permit (2020)	Commercial Plan Review Fee	Revision 12	1	\$75.00		☐
(MEC)-96738	11/16/2023	Building Permit (2020)	Commercial Plan Review Fee	Revision 10	1	\$75.00		☐
(FIR)-96738	11/16/2023	Building Permit (2017)	Fire Dept Plan Reviews	4th cycle (revision #11 per system-FD revision#2-correction #1) for FA modifications is PR approved on 11-16-23 by BSO FP LT. C. Braun	160	\$160.00		☐
(FIR)-96738	11/9/2023	Building Permit (2017)	Fire Dept Plan Reviews	3rd cycle FA revision #2 PR-"as builds" denied on 11-9-23 by BSO FP LT. C. Braun	160	\$160.00		☐
(ELE)-96738	8/28/2023	Building Permit (2020)	Commercial Plan Review Fee	Revision 8	1	\$75.00		☐
(FIR)-96738	8/24/2023	Building Permit (2017)	Fire Inspection Fees Building Department	Fire Alarm witnessed acceptance test for field insp. fee	560	\$560.00		☐
(FIR)-96738	8/24/2023	Building Permit (2017)	Fire Dept Plan Reviews	2nd cycle (1st correction) on FA drawings-rev #8 APPROVED WITH RESTRICTION on 8-24-23 by BSO FP LT. C. Braun	160	\$160.00		☐
(MEC)-96738	7/31/2023	Building Permit (2020)	Commercial Plan Review Fee	Revision 7	1	\$75.00		☐
(BUL)-96738	7/14/2023	Building Permit (2020)	Commercial Plan Review Fee	Revision 6 - Shoring shop dwg	1	\$75.00		☐
(FIR)-96738	4/28/2023	Building Permit (2017)	Fire Dept Plan Reviews	1st cycle review on GE#588592 new addressable fire alarm system is denied on 4-28-23 by BSO FP LT. C. Braun	180	\$180.00		☐
(BUL)-96738	4/6/2023	Building Permit (2020)	Commercial C. of C. Fee		1	\$75.00		☐
(PLU)-96738	4/6/2023	Building Permit (2020)	Processing Fee		62940	\$50.00		☐
(MEC)-96738	4/6/2023	Building Permit (2020)	Processing Fee		62000	\$50.00		☐

(MEC)-96738	4/6/2023	Building Permit (2017)	Educational Fee		62000	\$18.60		☐
(MEC)-96738	4/6/2023	Government...	Government Fees FL DBPR Surcharge		1295	\$19.42		☐
(MEC)-96738	4/6/2023	Government...	Government Fees FL DCA Surcharge		1295	\$12.95		☐
(MEC)-96738	4/6/2023	Building Permit (2020)	Commercial Building Permit Fee		62000	\$1,295.00		☐
(MEC)-96738	4/6/2023	Government...	Board of Rules & Appeals Fee		62000	\$32.24		☐
(ELE)-96738	4/6/2023	Building Permit (2020)	Processing Fee		124000	\$50.00		☐
(ELE)-96738	4/6/2023	Building Permit (2017)	Educational Fee		124000	\$37.20		☐
(ELE)-96738	4/6/2023	Government...	Government Fees FL DBPR Surcharge		2535	\$38.02		☐
(ELE)-96738	4/6/2023	Government...	Government Fees FL DCA Surcharge		2535	\$25.35		☐
(ELE)-96738	4/6/2023	Government...	Board of Rules & Appeals Fee		124000	\$64.48		☐
(ELE)-96738	4/6/2023	Building Permit (2020)	Commercial Building Permit Fee		124000	\$2,535.00		☐
(BUL)-96738	4/6/2023	Building Permit (2020)	Processing Fee		925000	\$50.00		☐
(BUL)-96738	4/6/2023	Government...	Government Fees FL DBPR Surcharge		18555	\$278.32		☐
(BUL)-96738	4/6/2023	Government...	Government Fees FL DCA Surcharge		18555	\$185.55		☐
(BUL)-96738	4/6/2023	Building Permit (2020)	Commercial Building Permit Fee		925000	\$18,555.00		☐
(BUL)-96738	4/6/2023	Government...	Board of Rules & Appeals Fee		925000	\$481.00		☐
(BUL)-96738	4/6/2023	Building Permit (2017)	Educational Fee		925000	\$277.50		☐
(FIR)-96738	9/26/2022	Building Permit (2017)	Fire Dept Plan Reviews	2nd cycle (1st correction) APPROVED with RESTRICTIONS on Master on 9-26-22 by BSO FP LT. C. Braun	160	\$160.00		☐
(FIR)-96738	8/31/2022	Building Permit (2017)	Fire Inspection Fees Building Department	Fire Final-Life Safety and applicable Codes field inspection per plans	320	\$320.00		☐
(FIR)-96738	8/31/2022	Building Permit (2017)	Fire Dept Plan Reviews	1st review cycle APPROVED with restrictions as a Dry RUN PR on 8-31-22 by BSO FP LT. C. Braun	520	\$520.00		☐

AGENDA ITEM REPORT



To:

Subject: Broward County League of Cities Appointment

Meeting: 03 13 2024 DRAFT REGULAR COMMISSION MEETING - Mar 13 2024

Department: Administrative

Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Yearly each municipality needs to appoint a member of their Commission to be the Director, Alternate and Second Alternate

POLICY IMPLICATIONS:

0

RECOMMENDATION:

Appointment three members of the Commission

ATTACHMENTS:

[BCLC 24-25 Board Request Appointment](#)



MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: February 29, 2024
Re: 2024-25 Board of Director Appointments

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 11, 2024.** The term will begin on May 4, 2024, where members will be sworn in at the 67th Annual Gala at Margaritaville. The term will end in May of 2025.

Please forward the information below to scochrane@browardleague.org.

=====

Municipality: _____

Commissioner/Council Appointments:

Director: _____

Alternate: _____

Second Alternate: _____

2023-2024 OFFICERS

President Todd Drosky
Commissioner, Deerfield Beach
1st Vice President Felicia Brunson
Mayor, West Park
2nd Vice President Denise Horland
Councilmember, Plantation
Secretary Joyce Davis
Commissioner, Dania Beach
Treasurer Traci Callari
Commissioner, Hollywood

DIRECTORS

Immediate Past President Bob Mayersohn
Commissioner, Parkland
Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Jim Allbritton
Councilmember, Southwest Ranches
Barbara Baldassarre
Vice Mayor, Hillsboro Beach
Pamela Beasley-Pittman
Vice Mayor, Fort Lauderdale
Marlon Bolton
Commissioner, Tamarac
Samson Borgelin
Mayor, North Lauderdale
Anthony Caggiano
Commissioner, Margate
Joy Carter
Commissioner, Coral Springs
Mark Douglas
Commissioner, Sunrise
Rhonda Eaton
Commissioner, Pompano Beach
Beam Furr
Vice Mayor, Broward County
Jeremy Katzman
Commissioner, Cooper City
Edmund Malkoon
Vice Mayor, Lauderdale-by-the-Sea
Lawrence "Jabbow" Martin
Commissioner, Lauderdale
Karlene Maxwell-Williams
Commissioner, Lauderdale Lakes
Henry Mead
Commissioner, Weston
Wayne Messam
Mayor, Miramar
Ashira Mohammed
Mayor, Pembroke Park
Patty Petrone
Commissioner, Lighthouse Point
Paul Rolli
Commissioner, Wilton Manors
Mitch Rosenwald
Mayor, Oakland Park
Joshua Rydell
Mayor, Coconut Creek
Iris Siple
Vice Mayor, Pembroke Pines
Chad Volkert
Councilmember, Sea Ranch Lakes

Samuel S. Goren, Esquire
Goren Cherof Doody & Ezrol, PA
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochrane
Deputy Executive Director

Suite 122 Governmental Center, 115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954.357.73
Internet: www.browardleague.org

2023-2024 Board Meeting Attendance

	9/7/2023	10/5/2023	11/2/2023	12/7/2023	1/11/2024	3/7/24	4/4/24	5/2/24
Todd Drosky	X	X	(exc.)	X	X			
Felicia Brunson	X	X	X	X	X			
Traci Callari	X	(exc.)	X	(exc.)	X			
Bob Mayersohn	(alt.)	X	X	X	(alt.)			
Greg Ross	X	X	X	X	(exc.)			
Susan Starkey	X	X	X	X	X			
Joy Cooper								
Frank Ortis		(exc.)		(exc.)				
Jim Allbritton	X	(exc.)	X	X	X			
Barbara Baldasarre	X	X	X	X	X			
Pamela Beasley-Pittman	X	X	X	(exc.)	X			
Marlon Bolton	X	X	(exc.)	X	X			
Samson Borgelin	X	X		X	X			
Anthony Caggiano	X	X	X	X	X			
Joy Carter	X	X	X	X	(alt.)			
Joyce Davis	X	X	X	X	X			
Mark Douglas	X	X	(exc.)	X				
Rhonda Eaton	X	X	X	X	X			
Beam Furr		X		(exc.)	(alt.)			
Denise Horland	X	(exc.)	X	X	X			
Jeremy Katzman	X	X	(exc.)	X	X			
Edmund Malkoon	(exc.)		X	(exc.)	(exc.)			
Ashira Mohammed		X	X	X	X			
Lawrence Martin	X	X	X	(exc.)	(exc.)			
Karlene Maxwell-Williams	X	(alt.)	X	X	X			
Henry Mead	(alt.)	X	X	X	X			
Wayne Messam			X					
Patty Petrone	X	(alt.)	(exc.)	X	X			
Paul Rolli	X	X	X	X	X			
Mitch Rosenwald	X	(exc.)	X	X	X			
Joshua Rydell								
Iris Siple		X						
Chad Volkert								

AGENDA ITEM REPORT



To:

Subject: Roundtable on Antisemitism and a Municipal Action Plan

Meeting: 03 13 2024 DRAFT REGULAR COMMISSION MEETING - Mar 13 2024

Department: Administrative

Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Fellow Broward County Mayors & Commissioners:

You are cordially invited to attend a roundtable discussion for elected officials on antisemitism and the several ways municipal leaders can protect their communities.

The discussion will be led by CEO of the Combat Antisemitism Movement (CAM), Sacha Roytman, and will be hosted by Hollywood Mayor Josh Levy on March 19 at 3pm.

City of Hollywood City Hall
2600 Hollywood Blvd., Room 215
Hollywood, FL 33020

Following CAM's Mayors Summit Against Antisemitism, which was hosted by Mayor Dean Trantalis in Fort Lauderdale last November, Mr. Roytman will present CAM's 11-Step Municipal Action Plan and provide an update on antisemitic trends globally.

Just last month, the Antisemitism Research Center (ARC) by CAM monitored 359 antisemitic incidents, marking a daily average of 12.4, up 124% from February 2023. More than two-thirds (67.4%) or 242 incidents involved Israel-related acts of antisemitism, a concerning rise that can be attributed to global expressions of anti-Zionism and the targeting of Jewish communities worldwide in the aftermath of Hamas' October 7th massacre.

Hope you can join us for this important discussion on March 19. Please RSVP to Arthur Maserjian at arthur@combatantisemitism.org

RECOMMENDATION:

RSVP if you would like to attend.



Saturday, April 27, 2024 | **SPONSORSHIP OPPORTUNITIES**

UNITED WAY OF BROWARD COUNTY'S



ALL EVENT PROCEEDS BENEFIT UNITED WAY OF BROWARD COUNTY'S LOCAL COMMUNITY PROGRAMS AND SERVICES.

Cocktail Reception Sponsor – \$7,500

- 4 tickets
- Logo at Cocktail Reception
- Logo on Cocktail Reception cocktail napkins
- Logo recognition on applicable event-related eblasts, social media, website
- 1/2 page color ad in event program (5" wide by 3.875" high)

Photo Booth Sponsor 2 Available (Photo Booth, 360 degree) – \$7,500

- Logo on Photo Booth signage
- 4 tickets
- 1/2 page color ad in event program (5" wide by 3.875" high)
- Logo recognition on applicable event-related eblasts, social media, website

Auction Sponsor 2 Available (Live Auction, Silent Auction) – \$5,000

- Logo on Auction signage
- 4 tickets
- 1/2 page color ad in event program (5" wide by 3.875" high)
- Logo recognition on applicable event-related eblasts, social media, website

Check-In/Welcome Sponsor – \$5,000

- Logo on Check-In/Welcome Sponsor signage
- 4 tickets
- 1/2 page color ad in event program (5" wide by 3.875" high)
- Logo recognition on applicable event-related eblasts, social media, website

City Table Sponsor – \$3,500

- 1 table
- Recognition at the event
- Logo recognition in program journal
- Full-page color ad in event program (5" wide by 8" high)

City Ticket – \$350

Gala Donation

- I am unable to attend, but wish to support United Way of Broward County's work
- \$100 | \$250 | \$500



** To be included in the invitation, all logos must be received by January 30, 2024 in high resolution PNG. All program ads are due by March 15, 2024 and must be camera-ready, high-resolution PDF or JPG.*

*For more information, please contact
Tony Hopper at: thopper@UnitedWayBroward.org*

** To be included in the invitation, all logos must be received by January 30, 2024 in high resolution PNG. All program ads are due by March 15, 2024 and must be camera-ready, high-resolution PDF or JPG.*

AGENDA ITEM REPORT



To: Town Commission
Subject: Employee Testing
Meeting: 03 13 2024 DRAFT REGULAR COMMISSION MEETING - Mar 13 2024
Department: Administrative
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Currently the Town does not test for basic proficiency for many job functions which results in lack of inefficiencies of completing daily tasks

POLICY IMPLICATIONS:

A better work force

RECOMMENDATION:

To require testing for specific job positions

	Status:
Aleem Ghany, Public Services Director	Pending
Marlen Martell, Town Clerk	Pending

AGENDA ITEM REPORT



To: Town Commission
Subject: Employee Evaluations
Meeting: 03 13 2024 DRAFT REGULAR COMMISSION MEETING - Mar 13 2024
Department: Administrative
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Town Employee Handbook pg. 23
Adopted 2021-12
Performance Evaluations

Semi-annually, employees shall be provided with a formal evaluation of their performance by their supervisors, which may be reviewed by the Town Manager and Town Commission, or its designee. A performance evaluation is an ongoing assessment process that assists employees and employers in reaching their goals by providing a formal opportunity to develop goals and objectives, to identify strengths, and to define training or improvement programs for areas requiring development. Completion of the performance evaluation form and discussion of noted ratings shall facilitate communication and an understanding of expectations while providing a history of employee progress and development.

The results of evaluations support various employment actions and decisions such as promotion, discipline, and compensation. Employees shall have an opportunity to meet with and discuss the results of their evaluation with their supervisor and submit additional comment or points of disagreement to be included within their personnel file. Employees who receive poor performance ratings may be placed on a performance improvement plan and/or receive progressive discipline.

RECOMMENDATION:

To conduct semi-annual evaluations for positions that report to the Commission



Clear Form

Town of Pembroke Park Employee Performance Evaluation

Employee Name:		Department:	
Position:		Date of Hire	
Type of Evaluation:	Probationary: ☐ Annual: ☐	Period Covered:	From: To:

Evaluation Instructions

The purpose of an Employee Performance Evaluation is to inform the employee on their performance of assigned duties in their position. The process also promotes improved customer service by pinpointing performance areas for commendation and/or improvement. Well-planned coaching/counseling sessions during the evaluation also assist an employee in his/her development going forward. An evaluation should be conducted with fairness, honesty and with a sincere interest of the employee.

The objectives of a good evaluation are:

- To recognize and commend good performance.
- To assure quality performance by identifying and correcting areas requiring improvement.
- To provide consistent feedback and discussion between an employee and the supervisor regarding performance expectations.
- To improve job satisfaction, productivity and morale.

The supervisor is to provide a performance rating score for each category during the evaluation. The scale has five possible ratings. Each is assigned a numerical value for the purpose of determining an overall score for the evaluation period. Please review the following definitions of the performance ratings before you evaluate the employee's performance.

Definition of Performance Ratings:

Exceptional: Work performance is consistently and substantially well above the standard expected of a thoroughly competent employee. Performance is distinctly superior. Employee exceeds established work standards and objectives for the position. Employee responds well to change and handles unanticipated problems/situations. *(If the overall rating is exceptional the rater must give a written statement of factual substantiation for the rating.)*

Exceeds Objectives: Employee exceeds performance objectives on a regular basis. Employee is making a valuable contribution to the town. Errors are infrequent and are typically detected and corrected by the employee.

Expected Performance: Work performance is consistently up to the standard expected of a thoroughly competent employee in that position. Employee is able to establish and meet reasonable goals and objectives.

Marginal/Needs Improvement: The employee's work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance. *(If the overall rating is Marginal/Needs Improvement the rater must give a written statement of factual substantiation for the rating.)*

Unsatisfactory: The employee's work performance is inadequate and definitely inferior to the standards of performance required for the job. Improvement is greatly needed and will require increased effort and training. *(If the overall rating is unsatisfactory the rater must give a written statement of factual substantiation for the rating. In addition, copies of disciplinary actions, oral and written counseling, and suspension reports.)*

Not Applicable/NA: Category does not apply.

Instructions to Raters

1. The ratings should be made with great care, fairness, and in the best interest of the employee and the Town of Pembroke Park.
2. This evaluation of the employee's performance should reflect the entire rating period.
3. Rating supervisors should have been the direct supervisor over the rated employee for at least three (3) months of the period being evaluated. If less than three months, the employee's previous supervisor should be consulted.
4. As part of the evaluation process, a counseling interview should be held between the employee and supervisor. At a minimum, the supervisor should offer praise for a job well done; offer positive assistance in remedying any weaknesses in performance; and give the employee opportunity to express his/her feelings and thoughts in all job-related areas.
5. The rater should reference the employee's job description and use sound judgment in making the rating.

**Town of Pembroke Park
Employee Performance Evaluation**

Dependability & Integrity: Considers the following values important to the workplace, truthfulness, respect and civility for others, attendance and reliability, confidentiality, and accountability for own actions. Attentive to daily tasks and is responsive to the needs of the department. Does job to maximum. Shows loyalty to Town.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory

Comments: ☐ ☐ ☐ ☐ ☐

Customer Service: Demonstrates a clear understanding of the town's customer service expectations and works effectively with internal/external customers to satisfy service expectations. Identifies customer needs and expectations and responds to them professionally and accurately. Acknowledges customers and responds in a timely manner.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory

Comments: ☐ ☐ ☐ ☐ ☐

Decision Making / Problem Analysis: Takes a proactive approach to decision-making and gathers enough information to accurately assess short and long-term impacts of a decision. Makes and implements decisions which are sound and acceptable; recognizes and takes action on opportunities.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory

Comments: ☐ ☐ ☐ ☐ ☐

Dependability: Makes and fulfills commitments, has an established pattern of meeting deadlines, accepts responsibility for his/her actions, arrives at meetings on time and is prepared to contribute.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory

Comments: ☐ ☐ ☐ ☐ ☐

Town of Pembroke Park Employee Performance Evaluation

Job Knowledge: Is knowledgeable in the latest techniques, skills, and methods pertinent to the assigned area of responsibility. Uses/demonstrates the skills and tools necessary to perform job effectively. Makes effort to stay current in field.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory

Comments: ☐ ☐ ☐ ☐ ☐

Initiative: The extent to which the employee applies himself or herself to their responsibilities and seeks to improve the level of work by initiating action on their own to accomplish the task without direction.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory

Comments: ☐ ☐ ☐ ☐ ☐

Oral Communication Skills: Effectively communicates orally through active listening and sharing relevant information with co-workers, supervisors, subordinates, and customers.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory

Comments: ☐ ☐ ☐ ☐ ☐

Quality of Work:

- A. Accuracy - The extent to which work is free from errors or omissions, duties are completed, with all details covered, avoiding the necessity to perform further work to complete the task.
- B. Neatness of Work Product - The extent to which a finished work product exceeds the acceptable standard for legibility, cleanliness and orderliness.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory

Comments: ☐ ☐ ☐ ☐ ☐

**Town of Pembroke Park
Employee Performance Evaluation**

Integrity: Acts in ways that demonstrate personal integrity and serves as a positive example. Views themselves as a reflection of the agency by following through on commitments and accepting ownership of any mistakes they might make. Consistently speaks highly of the organization, its employees and its mission.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory
Comments: ☐ ☐ ☐ ☐ ☐

Safety: Employee's ability to adhere to safety rules and regulations, and the ability to recognize potentially dangerous/hazardous situations.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory
Comments: ☐ ☐ ☐ ☐ ☐

Team Player Orientation: The ability to get along with both employees within the department and other departments and to be an effective team member. Also, serves as an effective team player who values others' expertise; and contributes valuable ideas, opinions, and feedback.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory
Comments: ☐ ☐ ☐ ☐ ☐

Written Communication Skills: The ability to convey information clearly through written means.

Not Applicable/NA: Category does not apply ☐

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory
Comments: ☐ ☐ ☐ ☐ ☐

Additional factors:

Comments:

**Town of Pembroke Park
Employee Performance Evaluation**

Development Plan and Objectives for the Next Evaluation Period

List below the most important responsibilities, projects, and/or performance objectives that will contribute to the success of the employee during the next evaluation period. Include development plans for the employee. Consider actions, activities, or special continuing education, specialized training, or new on-the-job experiences that will challenge the employee to improve his/her performance.

Comments:

**Town of Pembroke Park
Employee Performance Evaluation**

For Supervisory, Management, and Executive Employees ONLY: This section should be completed for those employees who have management and supervisory responsibilities. Use the comment section to explain strengths and weaknesses in each area. List specific action needed to correct any deficiencies.

Inspire: Demonstrates enthusiasm to work towards a common objective, and desires to assume responsibility. Originates or develops ideas and demonstrates initiative. Encourages co-workers to develop knowledge and skills by guidance, coaching and on-the-job training.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory
Comments: ☐ ☐ ☐ ☐ ☐

Management: Defines and communicates standards of performance and expectations, delegates appropriate tasks and decisions and develops realistic operating and fiscal plans to achieve goals. Coaches and provides staff with a clear sense of direction, adequate resources and the authority necessary to accomplish goals. Holds staff accountable and takes corrective action when necessary; provides challenging assignments and opportunities for development; shows appreciation for employee contributions; and encourages employee's career development.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory
Comments: ☐ ☐ ☐ ☐ ☐

Planning and Organization Skills: The ability to plan and organize the work of the division, using goal setting, objectives, targets, creating work-plans with associated resources, according to the Department's procedures, in order to achieve the tasks, functions and results/outputs required of the division.

5- Exceptional 4- Exceeds Objectives 3- Expected Performance 2- Marginal/Needs Improvement 1- Unsatisfactory
Comments: ☐ ☐ ☐ ☐ ☐

**Town of Pembroke Park
Employee Performance Evaluation**

Employee Performance Evaluation Scoring System

Dependability & Integrity:	0	Integrity	0
Customer Service	0	Safety	0
Decision Making/ Problem Analysis	0	Team Player Orientation	0
Dependability	0	Written Communication Skills	0
Job Knowledge	0	Inspire	0
Initiative	0	Management	0
Oral Communication Skills	0	Planning and Organizational Skills	0
Quality of Work	0	Employee Rating Points Total	0

Employee's Total Score	Overall Performance Rating Scale	
0.00	4.60 – 5.00	Exceptional
	3.60 – 4.59	Exceeds Objectives
	3.00 – 3.59	Expected Performance
	2.00 – 2.99	Marginal/ Needs Improvement
	1.99 and below	Unsatisfactory

Overall Performance Rating: Consider all performance criteria and indicate overall rating, using definitions of performance levels above as a guide.

☐ Exceptional ☐ Exceeds Objectives ☐ Expected Performance ☐ Marginal/Needs Improvement ☐ Unsatisfactory

If employee is eligible for permanent status, check below:

NOTE: Probation period may not extend more than 90 days beyond the end of the normal probationary period.

☐ Granted ☐ Denied If probation is extended for how long? Days

If an employee is eligible for merit increase, check the following: ☐ Granted ☐ Deferred re-evaluate in day(s).

**Town of Pembroke Park
Employee Performance Evaluation**

Supervisor's Name: _____ Signature: _____ Date: _____

Director's Name: _____ Signature: _____ Date: _____

Town Manager's/Commissioners Name: _____ Signature: _____ Date: _____

I have read the Performance Evaluation and have discussed its contents with my supervisor. Signing below does not indicate my agreement with the contents of this Performance Evaluation, only receipt.

I wish to make the following comments:

Employee Signature: _____ Date _____

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE**3.10.2022**

The Oakland Police Commission's performance evaluation competencies set forth below are the criteria by which the Chief of Police will be formally evaluated by the Police Commission one year after the Commission delivers this document to the Chief and the Mayor; and annually after that according to any additional or different criteria adopted by the Commission.

The Commission's authority to hold the Chief to the high professional standards appropriate for the Chief's leadership position is not limited to these formal criteria. High professional standards of conduct will remain relevant to the Commission's performance evaluation of the Chief and to any other employment action vested in the Commission consistent with the City Charter, the City Municipal Code, and the Chief's Employment Agreement.

The Commission's authority to hold the Chief to the high professional standards appropriate for the Chief's leadership position is not limited to these formal criteria. High professional standards of conduct will remain relevant to the Commission's performance evaluation of the Chief and to any other employment action vested in the Commission consistent with the City Charter, the City Municipal Code, and the Chief's Employment Agreement.

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE

3.10.2022

PURPOSE

The Annual Performance Review provides the Commission, as well as key City leaders and stakeholders with a summary of the progress and levels of success achieved by the Chief of Police. This information will be used to identify trends in performance, individual strengths, challenges that might require support to overcome and any areas for future development.

Given the Commission's charter mandate to evaluate the performance of the Chief, the Oakland Police Commission has identified key competencies, attributes, and expectations of the Chief of Police.

HOW TO USE THIS DOCUMENT

The Chief of Police should independently review each of nine areas, self-rate their performance and describe his/her significant achievements of service for each of the areas over the one-year period.

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE

3.10.2022

RATING SCALE

Exceptional – Performance consistently exceeds standards and requirements. Achievements are well beyond those normally expected of someone in the job. This is a level reserved for individuals whose performance has been consistently excellent.

Commendable – Performance is clearly above normal expectations for the position. Individuals with solid experience and well-developed skills usually achieve this level.

Acceptable – Meets or occasionally exceeds the expected standards, usually able to perform without close supervision. Consistently satisfactory performance. Achievement is at a level normally expected for an individual in the job.

Needs improvement – Performance is inconsistent and may be satisfactory sometimes and unacceptable at others. The individual often needs close supervision, guidance, and direction. This level typically describes and individual who needs to show improvement and requires further development.

Unacceptable – Performance consistently does not meet standards and expectations.

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE
3.10.2022

COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
Integrity/High Moral Character <i>“Law enforcement agencies should acknowledge the role of policing in past and present injustice and discrimination and how it is a hurdle to the promotion of community trust.” (President’s Task Force on 21st Century Policing). Community trust and the legitimacy of professional policing hinges on leadership with deep integrity, strong morals, and honesty.</i> The Chief must commit and demonstrate integrity in words, especially if he/she is to garner the trust and faith of his employees, members of the public and City leaders: + Provide to the Commission regular updates as to the progress of your published three-year strategic plan + Demonstrate a commitment to rebuilding trust with Oakland’s youth through specific programs, campaigns, and strategies + Develop, integrate, and track restorative and procedural justice programs + Ensure that all Measure Z funds are used appropriately + Explore and adopt successful trust-building programs from other cities + Enforce the activation of body cameras as police interact with the public - and resolve public concerns and issues regarding delays in activation (DGO)			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE
3.10.2022

COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
Service Delivery & Leadership <i>Leadership is an act of service to the community as well as to the people being led. A strong balance must be established between serving the people and goals of the organization. Shared, distributed leadership serves the goal of service leadership by propagating power sharing at every organizational level.</i> The Chief must ensure OPD delivers quality policing services to all residents in a fair and equitable way. + Deliver safety and crime prevention in Oakland, prioritizing violent crimes and serious felonies. + Plan, direct, supervise, and coordinate the activities of OPD personnel in serving the public, preserving order, protecting life and property, and enforcing laws. + Seek out, craft, and implement modern, progressive police management methods. + Submit quarterly reports to the Police Commission on analysis of racial disparities in arrests and traffic stops + Promote de-escalation and disengagement tactics + Take measures to demilitarize the police force. + Report to the Commission progress of Dr. Eberhardt's recommendations + Ensure a safe and supportive work environment and a fair and inclusive culture in support of healthy staff morale that allows			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE
3.10.2022

Department members to work to the best of their abilities in service of Oakland's communities			
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COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
Visionary & Innovative Leadership <i>Leadership requires a focus on the attainment of a clearly communicated future end-state, a shared vision that is not only understandable but innovative and unhampered by the constraints of the present. Visionary leaders co-create the evolution of the community they serve.</i> The Chief must clearly communicate a future end-state for the Department he helms + Develop and begin to implement long-term initiatives that empower the Department to deliver the police services Oakland will need in the future. + Identify benchmark jurisdictions and overhaul training and professional development programs to represent and exceed national best practice as it currently stands. + Craft and implement employee development plans ensuring equitable performance paths are known and understood			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE
3.10.2022

+ Identify benchmark jurisdictions and overhaul training and professional development programs to represent and exceed national best practice + Develop, integrate, and track program portfolios identified in your three-year strategic plan, included and not limited to: Ceasefire/Gun Violence Reduction, Procedural Justice and Community Policing Strategy + Design and roll out a whistleblower program promoting the spirit of accountability with the Department			
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COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
Adaptive Leadership <i>Adaptive leaders are resourceful; they orchestrate teams toward collaborative solutions as they arise. This must also include the ability to evolve (long-term adaptation). As the needs of the city, residents and communities served continue to evolve, the agency and its leadership must evolve with it.</i> The Chief must exhibit adaptability, as problems arise that are not fully covered by pre-established responses. + Exhibit resourcefulness in the face of new challenges + Orchestrate teams toward collaborative solutions as they arise.			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE
3.10.2022

+ Develop a shared, distributed leadership model that propagates power sharing. + Show ways the Department has or intends to shift and evolve to support the evolving needs of Oakland's citizens + Renew, revise, or develop a recruitment/retention strategy to address local and national trends that influence policing + Develop, train, mentor, and elevate a diverse leadership team and leadership pipeline to support the Chief's vision for the future of the Department			
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COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
Transparent Leadership (Communication) <i>Leadership requires clear, consistent, and transparent communication and the ability to do so with increasingly diverse stakeholders, oftentimes struggling with trauma. A transparent leader's communication style should be timely, direct, and comprehensive, while conveying competence, authority, and empathy.</i> The Chief must exemplify clear, consistent, and transparent communication with a range of key, diverse stakeholders. + Communicate in a timely, direct, and comprehensive manner, while conveying competence, authority, and empathy.			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE 3.10.2022

+ Continue to professionalize and expand OPD's ongoing use of social media. + Develop and implement channels for public awareness and engagement to ensure broad community voices are heard, and ensure that appropriate action is taken when the Department obtains feedback and community information through these channels + Identify and commit to leadership training and development			
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COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
Relational Leadership <i>The acknowledgement that no one person or agency can be solely responsible for solving any problem emphasize the critical need for strong partnerships and the ability to foster and deepen relationships. This requires high emotional intelligence as well as compassionate, consistent, equity-focused professionalism with all stakeholders.</i> The Chief must create and maintain strong, key relationships with a wide range of peers in government and stakeholders in community.			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE

3.10.2022

+ Exemplify high emotional intelligence as well as compassionate, consistent, equity-focused professionalism with all stakeholders. + Forge effective professional relationships with the City departments as well as with other local, state, and federal public safety officials and organizations. + Cultivate positive community relations through sustained, in-person interaction with all of Oakland's diverse neighborhoods and civic and community groups. + Grow your professional network - as well as the Department's - through formal and informal partnerships			
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COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
Sustainability Leadership <i>Sustainability Leadership is critical to the long-term success of the agency and the community it serves. The United Nations Brundtland Commission defined sustainable as "meeting the needs of the present without compromising the ability of future generations to meet their own needs." This means the human and environmental impacts of an organization should be paramount to its forward visioning, including the health and well-being of the Oakland Police Department. As the culture keeper of an organization, the leader must model personal sustainability and</i>			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE

3.10.2022

<i>encourage the same in others. A deep focus on a humanizing culture of equity is foundational to the sustainability of a justice-centered community.</i> The Chief must prioritize the long-term sustainability of the Department and the community OPD serves. By sustainable, we mean “meeting the needs of the present without compromising the ability of future generations to meet their own needs.” + Renew OPD’s commitment to sustainability: including racial justice, environmental justice, and a fair, equitable, and humanizing workplace culture. + Promote policies and rules that support the mental and emotional health and well-being of OPD’s officers and civilian staff. + Understand and address the human and environmental impacts of OPD, including the health and well-being of the force. + Implement updated policies related to bias and discrimination + Ensure trainings related to topics concerning equity are modern, comprehensive, and conducted regularly. + Identify and commit to leadership training and development programs + Connect and work with other City leaders and experts, in particular the Department of Race & Equity			
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EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE
3.10.2022

COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
Culture Transformation <i>The business of policing has been changing and must continue to do so if our communities are expected to rely on and trust Police Department's to protect and serve. It is imperative that the Department continues to adopt and display a guardian mindset, be ready and brave enough to hold itself accountable, and do the work necessary to rebuild the trust and legitimacy eroded over decades. Sustainable cultural change cannot happen overnight, but requires diligence, creativity, empathy, and persistence if the relationship between law enforcement agencies and the communities they serve is ever to improve.</i> The Chief must foster a culture of self-examination and constant improvement within the Department. + Serve as a model leader who is communicative, confident, collaborative, and decisive, with sensitivity, political acumen, good judgment, astute environmental awareness, strong professional presence, and an inspiring demeanor. + Promote fair, principled, and accountable policing. + Design and roll out a whistleblower program promoting the spirit of accountability with the Department, that ensures officers can report misconduct safely.			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE

3.10.2022

+ Enforce OPC policies that require officer activation of body worn cameras ("BWC") and ensure supervisorial enforcement of the BWC policy. + Hold all OPD employees accountable in their public interactions and in representing the City of Oakland			
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COMPETENCY	SELF-ASSESSMENT	COMMISSION ASSESSMENT	STAKEHOLDER ASSESSMENT
N.S.A. Compliance and Post-N.S.A. Preparation <i>The Commission is committed not only to support the Department in competing its outstanding reform tasks but also ensuring the federal monitor provides the City of Oakland with consistent, predictable metrics it can use in holding OPD accountable to compliance. Completing the Negotiated Settlement Agreement (NSA) is imperative, but equally important is the Department's commitment to continue the hard work of reform after the IMT's role ends.</i> The Chief must ensure OPD completes all required tasks of the Court-overseen Negotiated Settlement Agreement in Delphine Allen, et al. v. City of Oakland, et al. + Schedule and prepare Commission reports of detailed compliance efforts and progress, as well as detailed tracking of			

EVALUATION MATRIX FOR POLICE CHIEF'S PERFORMANCE
3.10.2022

any data regularly requested by the independent monitoring team (use of force, stop data and disparities). + Develop and present to the Commission a proposed one-year work plan through 2023 that sets public expectations about how and when the Department will fully and sustainably comply with all the NSA tasks and subtasks that are outstanding. + Prepare for a Post-N.S.A. Department with strong internal governance systems that is ready to ensure constitutional policing on its own.			
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AGENDA ITEM REPORT



To: Town Commission
Subject: police Department Assessment
Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

The police department has been operating for one year and with accreditation evaluation pending we need to evaluate the department and get in on track to pass assessment.

RECOMMENDATION:

To authorize the town manager to hire an independent consultant to evaluate the police department and present a fair and unbiased assessment of the department strength weaknesses and provide a blueprint to move the department forward

AGENDA ITEM REPORT



To: Town Commission
Subject: Vacant Positions to be Budgeted
Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024
Department: Finance
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

The town is short on staff specially critical positions

RECOMMENDATION:

To fund vacant recommended positions and create new positions

ATTACHMENTS:

[position](#)

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

	HIRE DATE	Now	Employment Term (Yrs)	HOME DEPARTMENT	FRS Code	FRS Rate
Finance	01/28/2019	Now	#VALUE!	000002-Finance and Budget	HA/PA	13.6%
Finance	01/18/2012	Now	#VALUE!	000002-Finance and Budget	HA/PA	13.6%
				000002-Finance and Budget		
Building	08/03/2021	1/0/1900	(121.67)	000003-Building	HA/PA	13.6%
Building	10/31/2022	1/0/1900	(122.92)	000003-Building	HA/PA	13.6%
Building	07/30/2001	1/0/1900	(101.65)	000003-Building	HA/PA	13.6%
Building	02/22/2021	1/0/1900	(121.23)	000003-Building	HA/PA	13.6%
				000003-Building		
code	05/15/2023	1/0/1900	(123.45)	000004-Code	HA/PA	13.6%
code director	01/27/2014	1/0/1900	(114.15)	000004-Code	HA/PA	13.6%
				000004-Code		
IT	07/06/2020	1/0/1900	(120.60)	000005-IT	HM/PM	34.5%
				000005-IT		
admin	09/02/2019	1/0/1900	(119.75)	000006-Clerk's Office	HA/PA	13.6%
admin	02/05/2024	1/0/1900	(124.18)	000006-Clerk's Office	HA/PA	13.6%
Town clerk	07/22/2019	1/0/1900	(119.64)	000006-Clerk's Office	HM/PM	34.5%
admin	01/13/2022	1/0/1900	(122.12)	000006-Clerk's Office	HA/PA	13.6%
comm asst	07/29/2019	1/0/1900	(119.66)	000006-Clerk's Office	HA/PA	13.6%
				000006-Clerk's Office		
	TBD	1/0/1900	TBD	000100-Administration	HA/PA	13.6%
	TBD	1/0/1900	TBD	000100-Administration	HA/PA	13.6%
admin to manager	04/24/2019	1/0/1900	(119.39)	000100-Administration	HA/PA	13.6%
				000100-Administration		
PW Director/act manager	05/22/2023	1/0/1900	(123.47)	000101-Sewer	HM/PM	34.5%
PW asst manager	08/14/2023	1/0/1900	(123.70)	000101-Sewer	HA/PA	13.6%
PW Executive	06/21/2004	1/0/1900	(104.55)	000101-Sewer	HA/PA	13.6%
				000101-Sewer		
Outside Maintenance	11/13/2023	2/22/2024	0.28	000112-Roads	HA/PA	13.6%
Outside Maintenance	06/11/2012	2/22/2024	11.71	000112-Roads	HA/PA	13.6%
Outside Maintenance	01/23/2023	2/22/2024	1.08	000112-Roads	HA/PA	13.6%
Outside Maintenance	08/24/2015	2/22/2024	8.50	000112-Roads	HA/PA	13.6%
				000112-Roads		
Outside Maintenance	07/24/2023	1/0/1900	(123.65)	000113-Parks	HA/PA	13.6%
Outside Manager	08/06/2005	1/0/1900	(105.67)	000113-Parks	HA/PA	13.6%
Outside Maintenance	10/01/2023	1/0/1900	(123.84)	000113-Parks	HA/PA	13.6%
Outside Maintenance	11/07/2022	1/0/1900	(122.94)	000113-Parks	HA/PA	13.6%
				000113-Parks		
	TBD	1/0/1900	TBD	000200-Commission	HA/PA	13.6%
commissioner	08/31/2021	1/0/1900	(121.75)	000200-Commission	NA	0.0%
commissioner	04/01/2019	1/0/1900	(119.33)	000200-Commission	NA	0.0%
commissioner	03/20/2023	1/0/1900	(123.30)	000200-Commission	NA	0.0%
commissioner	03/12/2003	1/0/1900	(103.27)	000200-Commission	NA	0.0%
commissioner	03/20/2023	1/0/1900	(123.30)	000200-Commission	NA	0.0%
				000200-Commission		
Outside Maintenance	04/03/2023	1/0/1900	(123.34)	000201-Stormwater	HA/PA	13.6%
Outside Maintenance	01/03/2023	1/0/1900	(123.09)	000201-Stormwater	HA/PA	13.6%
Outside Maintenance	11/30/2015	1/0/1900	(115.99)	000201-Stormwater	HA/PA	13.6%
Outside Maintenance	01/22/2024	1/0/1900	(124.15)	000201-Stormwater	HA/PA	13.6%

Outside Maintenance	10/06/1997	1/0/1900	(97.83)	000201-Stormwater	NA	0.0%
	000201-Stormwater					
police	11/06/2023	1/0/1900	(123.93)	000400-Police	HB/PB	32.7%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	HB/PB	32.7%
police	07/29/2022	1/0/1900	(122.66)	000400-Police	HB/PB	32.7%
police	03/13/2023	1/0/1900	(123.28)	000400-Police	HB/PB	32.7%
police	01/08/2024	1/0/1900	(124.11)	000400-Police	HB/PB	32.7%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	HB/PB	32.7%
police/pw	TBD	1/0/1900	TBD	000400-Police	HB/PB	32.7%
chief	07/06/2022	1/0/1900	(122.60)	000400-Police	HB/PB	32.7%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	HB/PB	32.7%
police	02/12/2024	1/0/1900	(124.20)	000400-Police	HB/PB	32.7%
police	08/28/2023	1/0/1900	(123.74)	000400-Police	HA/PA	13.6%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	HB/PB	32.7%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	CB	32.7%
police	02/06/2023	1/0/1900	(123.19)	000400-Police	HA/PA	13.6%
police	09/26/2023	1/0/1900	(123.82)	000400-Police	HB/PB	32.7%
police	02/06/2023	1/0/1900	(123.19)	000400-Police	HB/PB	32.7%
police	11/06/2023	1/0/1900	(123.93)	000400-Police	HB/PB	32.7%
police	08/22/2023	1/0/1900	(123.73)	000400-Police	HA/PA	13.6%
police	10/01/2022	1/0/1900	(122.84)	000400-Police	HB/PB	32.7%
police	02/06/2023	1/0/1900	(123.19)	000400-Police	HB/PB	32.7%
police	02/06/2023	1/0/1900	(123.19)	000400-Police	HB/PB	32.7%
	000400-Police					

RATE TYPE	RATE 1	Hrly Rate	OT Rate	OT Hrs (Est)(%)	OT	Annualized
H-Hourly	41.1390	\$ 41.14	\$ 61.71	4%	\$ 5,134.15	\$ 90,703.27
H-Hourly	39.7536	\$ 39.75	\$ 59.63	4%	\$ 4,961.25	\$ 87,648.74
						\$ (273,440.00)
H-Hourly	23.3310	\$ 23.33	\$ 35.00	7%	\$ 5,095.49	\$ 53,623.97
H-Hourly	15.7500	\$ 15.75	\$ 23.63	7%	\$ 3,439.80	\$ 36,199.80
S-Salary	2,389.4400	\$ 29.87	\$ -		\$ -	\$ 62,125.44
H-Hourly	21.2100	\$ 21.21	\$ 31.82	7%	\$ 4,632.26	\$ 48,749.06
						\$ (407,301.00)
H-Hourly	28.2692	\$ 28.27	\$ 42.40	10%	\$ 8,819.99	\$ 67,619.93
S-Salary	3,180.2900	\$ 39.75	\$ -		\$ -	\$ 82,687.54
						\$ (166,091.00)
S-Salary	4,655.7500	\$ 58.20	\$ -		\$ -	\$ 121,049.50
						\$ (121,049.00)
H-Hourly	22.2903	\$ 22.29	\$ 33.44	10%	\$ 6,954.57	\$ 53,318.40
S-Salary	2,192.3100	\$ 27.40	\$ -		\$ -	\$ 57,000.06
S-Salary	3,913.1300	\$ 48.91	\$ -		\$ -	\$ 101,741.38
H-Hourly	21.2100	\$ 21.21	\$ 31.82	10%	\$ 6,617.52	\$ 50,734.32
S-Salary	2,634.9700	\$ 32.94	\$ -		\$ -	\$ 68,509.22
						\$ (253,517.00)
S-Salary	4,480.0000	\$ 56.00	\$ -		\$ -	\$ 116,480.00
H-Hourly	26.0000	\$ 26.00	\$ 39.00	15%	\$ 12,168.00	\$ 66,248.00
S-Salary	2,150.4000	\$ 26.88	\$ -		\$ -	\$ 55,910.40
						\$ (230,910.00)
S-Salary	6,663.4700	\$ 83.29	\$ -		\$ -	\$ 173,250.22
S-Salary	4,644.2400	\$ 58.05	\$ -		\$ -	\$ 120,750.24
S-Salary	3,047.6000	\$ 38.10	\$ 57.14		\$ -	\$ 79,237.60
						\$ (250,866.00)
H-Hourly	21.2100	\$ 21.21	\$ 31.82	15%	\$ 9,926.28	\$ 54,043.08
H-Hourly	27.8300	\$ 27.83	\$ 41.75	15%	\$ 13,024.44	\$ 70,910.84
H-Hourly	21.2100	\$ 21.21	\$ 31.82	15%	\$ 9,926.28	\$ 54,043.08
H-Hourly	24.5637	\$ 24.56	\$ 36.85	15%	\$ 11,495.81	\$ 62,588.31
						\$ (241,345.00)
H-Hourly	21.2300	\$ 21.23	\$ 31.85	15%	\$ 9,935.64	\$ 54,094.04
H-Hourly	29.8089	\$ 29.81	\$ 44.71	15%	\$ 13,950.57	\$ 75,953.08
H-Hourly	21.2100	\$ 21.21	\$ 31.82	15%	\$ 9,926.28	\$ 54,043.08
H-Hourly	21.2100	\$ 21.21	\$ 31.82	15%	\$ 9,926.28	\$ 54,043.08
						\$ (209,848.00)
H-Hourly	25.0000	\$ 25.00	\$ 37.50	15%	\$ 11,700.00	\$ 63,700.00
S-Salary	4,333.3400	\$ 25.00	\$ -		\$ -	\$ 52,000.00
S-Salary	4,333.3400	\$ 25.00	\$ -		\$ -	\$ 52,000.00
S-Salary	4,333.3400	\$ 25.00	\$ -		\$ -	\$ 52,000.00
S-Salary	4,333.3400	\$ 25.00	\$ -		\$ -	\$ 52,000.00
S-Salary	4,333.3400	\$ 25.00	\$ -		\$ -	\$ 52,000.00
						\$ (260,000.00)
H-Hourly	21.2300	\$ 21.23	\$ 31.85	15%	\$ 9,935.64	\$ 54,094.04
H-Hourly	23.0000	\$ 23.00	\$ 34.50	15%	\$ 10,764.00	\$ 58,604.00
H-Hourly	31.5000	\$ 31.50	\$ 47.25	15%	\$ 14,742.00	\$ 80,262.00
H-Hourly	24.0385	\$ 24.04	\$ 36.06	15%	\$ 11,250.02	\$ 61,250.10

H-Hourly	36.7500	\$	36.75	\$	55.13	15%	\$	17,199.00	\$	93,639.00
										\$ (359,865.00)
H-Hourly	25.4139	\$	25.41	\$	38.12	20%	\$	15,858.27	\$	68,719.19
H-Hourly	51.7093	\$	51.71	\$	77.56	20%	\$	32,266.60	\$	139,821.95
H-Hourly	31.7453	\$	31.75	\$	47.62	20%	\$	19,809.07	\$	85,839.29
H-Hourly	30.4435	\$	30.44	\$	45.67	20%	\$	18,996.74	\$	82,319.22
H-Hourly	29.5567	\$	29.56	\$	44.34	20%	\$	18,443.38	\$	79,921.32
H-Hourly	34.1380	\$	34.14	\$	51.21	20%	\$	21,302.11	\$	92,309.15
S-Salary	5,200.0000	\$	65.00	\$	-		\$	-	\$	135,200.00
S-Salary	4,353.4500	\$	60.00	\$	-		\$	-	\$	124,800.00
H-Hourly	34.1380	\$	34.14	\$	51.21	20%	\$	21,302.11	\$	92,309.15
H-Hourly	25.4139	\$	25.41	\$	38.12	20%	\$	15,858.27	\$	68,719.19
H-Hourly	24.7596	\$	24.76	\$	37.14	20%	\$	15,449.99	\$	66,949.96
H-Hourly	43.4700	\$	43.47	\$	65.21	20%	\$	27,125.28	\$	117,542.88
H-Hourly	34.1380	\$	34.14	\$	51.21	20%	\$	21,302.11	\$	92,309.15
H-Hourly	22.9198	\$	22.92	\$	34.38	20%	\$	14,301.96	\$	61,975.14
H-Hourly	25.4139	\$	25.41	\$	38.12	20%	\$	15,858.27	\$	68,719.19
H-Hourly	31.0348	\$	31.03	\$	46.55	20%	\$	19,365.72	\$	83,918.10
H-Hourly	25.4139	\$	25.41	\$	38.12	20%	\$	15,858.27	\$	68,719.19
H-Hourly	24.7596	\$	24.76	\$	37.14	20%	\$	15,449.99	\$	66,949.96
H-Hourly	28.0187	\$	28.02	\$	42.03	20%	\$	17,483.67	\$	75,762.56
H-Hourly	27.4851	\$	27.49	\$	41.23	20%	\$	17,150.70	\$	74,319.71
H-Hourly	27.4851	\$	27.49	\$	41.23	20%	\$	17,150.70	\$	74,319.71
										\$ (2,051,472.00)
60										\$ (259,405.20)

PR Taxes	Total Retirement	Total Employee Ins	Total	Factor
\$ 6,938.80	\$ 12,308.43	\$ 14,700.00	\$ 124,650.50	1.37
\$ 6,705.13	\$ 11,893.93	\$ 14,700.00	\$ 120,947.80	1.38
\$ (20,918.00)	\$ (62,418.00)	\$ (50,422.00)	\$ (407,198.00)	
\$ 4,102.23	\$ 7,276.77	\$ 14,700.00	\$ 79,702.98	1.49
\$ 2,769.28	\$ 4,912.31	\$ 14,700.00	\$ 58,581.40	1.62
\$ 4,752.60	\$ 8,430.42	\$ 14,700.00	\$ 90,008.46	1.45
\$ 3,729.30	\$ 6,615.25	\$ 14,700.00	\$ 73,793.62	1.51
\$ (29,774.00)	\$ (76,470.00)	\$ (71,337.00)	\$ (584,882.00)	
\$ 5,172.92	\$ 9,176.02	\$ 14,700.00	\$ 96,668.87	1.43
\$ 6,325.60	\$ 11,220.70	\$ 14,700.00	\$ 114,933.84	1.39
\$ (12,706.00)	\$ (22,543.00)	\$ (53,657.00)	\$ (254,997.00)	
\$ 9,260.29	\$ 41,786.29	\$ 14,700.00	\$ 186,796.07	1.54
\$ (9,260.00)	\$ (41,786.00)	\$ (14,580.00)	\$ (186,675.00)	
\$ 4,078.86	\$ 7,235.31	\$ 14,700.00	\$ 79,332.56	1.49
\$ 4,360.50	\$ 7,734.91	\$ 14,700.00	\$ 83,795.47	1.47
\$ 7,783.22	\$ 35,121.12	\$ 14,700.00	\$ 159,345.72	1.57
\$ 3,881.18	\$ 6,884.65	\$ 14,700.00	\$ 76,200.14	1.50
\$ 5,240.96	\$ 9,296.70	\$ 14,700.00	\$ 97,746.88	1.43
\$ (19,317.00)	\$ (55,162.00)	\$ (56,110.00)	\$ (384,106.00)	
\$ 8,910.72	\$ 15,806.34	\$ 14,700.00	\$ 155,897.06	1.34
\$ 5,067.97	\$ 8,989.85	\$ 14,700.00	\$ 95,005.83	1.43
\$ 4,277.15	\$ 7,587.04	\$ 14,700.00	\$ 82,474.59	1.48
\$ (16,532.00)	\$ (67,997.00)	\$ (34,073.00)	\$ (349,512.00)	
\$ 13,253.64	\$ 59,805.98	\$ 14,700.00	\$ 261,009.84	1.51
\$ 9,237.39	\$ 16,385.81	\$ 14,700.00	\$ 161,073.44	1.33
\$ 6,061.68	\$ 10,752.54	\$ 14,700.00	\$ 110,751.82	1.40
\$ (19,191.00)	\$ (51,326.00)	\$ (52,740.00)	\$ (374,123.00)	
\$ 4,134.30	\$ 7,333.65	\$ 14,700.00	\$ 80,211.02	1.48
\$ 5,424.68	\$ 9,622.60	\$ 14,700.00	\$ 100,658.12	1.42
\$ 4,134.30	\$ 7,333.65	\$ 14,700.00	\$ 80,211.02	1.48
\$ 4,788.01	\$ 8,493.23	\$ 14,700.00	\$ 90,569.55	1.45
\$ (18,463.00)	\$ (32,750.00)	\$ (64,671.00)	\$ (357,229.00)	
\$ 4,138.19	\$ 7,340.56	\$ 14,700.00	\$ 80,272.80	1.48
\$ 5,810.41	\$ 10,306.83	\$ 14,700.00	\$ 106,770.32	1.41
\$ 4,134.30	\$ 7,333.65	\$ 14,700.00	\$ 80,211.02	1.48
\$ 4,134.30	\$ 7,333.65	\$ 14,700.00	\$ 80,211.02	1.48
\$ (16,053.00)	\$ (28,476.00)	\$ (53,988.00)	\$ (308,365.00)	
\$ 4,873.05	\$ 8,644.09	\$ 14,700.00	\$ 91,917.14	1.44
\$ 3,978.00	\$ 23,000.00	\$ 4,200.00	\$ 83,178.00	1.60
\$ 3,978.00	\$ 23,000.00	\$ 20,600.04	\$ 99,578.04	1.91
\$ 3,978.00	\$ 23,000.00	\$ 13,176.60	\$ 92,154.60	1.77
\$ 3,978.00	\$ 23,000.00	\$ 14,055.48	\$ 93,033.48	1.79
\$ 3,978.00	\$ 23,000.00	\$ 14,055.48	\$ 93,033.48	1.79
\$ (19,890.00)	\$ (115,000.00)	\$ (67,514.00)	\$ (462,404.00)	
\$ 4,138.19	\$ 7,340.56	\$ 14,700.00	\$ 80,272.80	1.48
\$ 4,483.21	\$ 7,952.56	\$ 14,700.00	\$ 85,739.77	1.46
\$ 6,140.04	\$ 10,891.55	\$ 14,700.00	\$ 111,993.60	1.40
\$ 4,685.63	\$ 8,311.64	\$ 14,700.00	\$ 88,947.37	1.45

\$ 7,163.38	\$ -	\$ 14,700.00	\$ 115,502.38	1.23
\$ (27,530.00)	\$ (66,117.00)	\$ (76,302.00)	\$ (529,814.00)	
\$ 5,257.02	\$ 22,450.56	\$ 14,700.00	\$ 111,126.76	1.62
\$ 10,696.38	\$ 45,679.83	\$ 14,700.00	\$ 210,898.16	1.51
\$ 6,566.71	\$ 28,043.70	\$ 14,700.00	\$ 135,149.69	1.57
\$ 6,297.42	\$ 26,893.69	\$ 14,700.00	\$ 130,210.34	1.58
\$ 6,113.98	\$ 26,110.29	\$ 14,700.00	\$ 126,845.59	1.59
\$ 7,061.65	\$ 30,157.40	\$ 14,700.00	\$ 144,228.20	1.56
\$ 10,342.80	\$ 44,169.84	\$ 14,700.00	\$ 204,412.64	1.51
\$ 9,547.20	\$ 40,772.16	\$ 14,700.00	\$ 189,819.36	1.52
\$ 7,061.65	\$ 30,157.40	\$ 14,700.00	\$ 144,228.20	1.56
\$ 5,257.02	\$ 22,450.56	\$ 14,700.00	\$ 111,126.76	1.62
\$ 5,121.67	\$ 9,085.11	\$ 14,700.00	\$ 95,856.74	1.43
\$ 8,992.03	\$ 38,401.26	\$ 14,700.00	\$ 179,636.17	1.53
\$ 7,061.65	\$ 30,157.40	\$ 14,700.00	\$ 144,228.20	1.56
\$ 4,741.10	\$ 8,410.03	\$ 14,700.00	\$ 89,826.26	1.45
\$ 5,257.02	\$ 22,450.56	\$ 14,700.00	\$ 111,126.76	1.62
\$ 6,419.73	\$ 27,416.04	\$ 14,700.00	\$ 132,453.88	1.58
\$ 5,257.02	\$ 22,450.56	\$ 14,700.00	\$ 111,126.76	1.62
\$ 5,121.67	\$ 9,085.11	\$ 14,700.00	\$ 95,856.74	1.43
\$ 5,795.84	\$ 24,751.63	\$ 14,700.00	\$ 121,010.03	1.60
\$ 5,685.46	\$ 24,280.25	\$ 14,700.00	\$ 118,985.42	1.60
\$ 5,685.46	\$ 24,280.25	\$ 13,176.60	\$ 117,462.02	1.58
\$ (156,938.00)	\$ (641,735.00)	\$ (370,209.00)	\$ (3,220,354.00)	
\$ (17,250.14)	\$ (181,667.79)	\$ (92,538.80)	\$ (550,861.92)	1.51

AGENDA ITEM REPORT



To: Town Commission
Subject: Building Services
Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Building software is antiquated with many nuances and with current bill passed in both house and senate we need to get a handle on the building department. The town needs to put this out to bid. We were looking to piggy back off Miramar but it's been months.

RECOMMENDATION:

SB requires permits to be dealt with within a reasonable time period before town automatically waives ability

AGENDA ITEM REPORT



To: Town Commission
Subject: Citizen Advisory Board
Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

HB 601 limits advisory boards to advise policies not individual police.

RECOMMENDATION:

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

ATTACHMENTS:

[0255_001](#)

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



job functions, a statement of required knowledge, skills, and abilities, and the physical demands of the position. These factors are used to determine classification and pay range for each position.

Job descriptions shall be reviewed annually to ensure they are up to date.

Pay Ranges shall be adjusted annually depending upon resources to reflect cost of living adjustments to the system and approved by the Town Commission.

Individual employee compensation, or placement in and progression through the respective pay range, is based upon time-on-the-job, performance, qualifications, experience, education level, and other job-related factors established by a comparative ratio to ensure pay based on objective standards.

Newly hired employees shall be paid within the pay range. Any salary proposition outside of the established compensation plan must be approved by the Town Commission.

WAGES

Merit Increases

Merit increases are evaluated during the annual budget preparation process and implemented effective the start of the new fiscal year. Merit increases must be budgeted and fall within the approved compensation plan. Merit increases may be issued outside of the annual process on a case by case basis if approved by the Town Manager and/or Town Commission depending on the reporting structure.

Merit increases shall be based on an annual performance evaluation process based on clearly established standards applied equally and consistently across all positions.

Merit increases may only be given when sufficiently documented through an annual performance evaluation reflecting performance above and beyond the duties required of the assigned position.

Merit increases and Cost of Living adjustments shall only be given on an annual basis to avoid compression of the competitively established classification and compensation plan. The maximum salary increases for Merit based increase and Cost of Living adjustment is a combined 5%. Any salary increase based on Merit or performance exceeding 5% requires Town Commission approval.

Performance Evaluations

Semi-annually, employees shall be provided with a formal evaluation of their performance by their supervisors, which may be reviewed by the Town Manager and Town Commission, or its designee. A performance evaluation is an ongoing assessment process that assists employees and employers in reaching their goals by providing a formal opportunity to develop goals and objectives, to identify strengths, and to define training or improvement programs for areas requiring development. Completion of the performance evaluation form and discussion of noted ratings shall facilitate communication and an understanding of expectations while providing a history of employee progress and development.

The results of evaluations support various employment actions and decisions such as promotion, discipline, and compensation. Employees shall have an opportunity to meet with and discuss the results of their evaluation with their supervisor and submit additional comment or points of disagreement to be included within their personnel file. Employees who receive poor performance



ratings may be placed on a performance improvement plan and/or receive progressive discipline.

Cost of Living Increase

An annual cost of living raise may be applied to the minimum and maximum ranges of the pay plan and to every individual's salary if approved by the Town Commission during the annual budget process. The maximum combined salary increase for Merit and Cost of Living adjustment is 5% annually. Any salary increases exceeding 5% for Merit or performance requires Town Commission approval.

Overtime - Exempt Employees

Exempt employees, as defined by the Fair Labor Standards Act (FLSA) are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities.

Time off consideration for large amounts of additional hours may be provided with the Town Manager's prior approval and at the sole discretion of the Town Manager.

Overtime - Non-Exempt Employees

Non-Exempt employees, as defined by the Fair Labor Standards Act (FLSA), are subject to the overtime provisions of the Act. Depending on work needs not personal needs, Non-Exempt employees may be required to work overtime and are expected to work overtime upon request.

Non-exempt employees shall be compensated for overtime work at the rate of time and one-half (1.5) for all hours worked over forty (40) hours in a 7-day work week. For purposes of overtime calculation, time off (not working) with or without pay shall not be calculated as hours worked.

Compensation may be in the form of wages or compensatory time off. The Town reserves the right to substitute cash payments for accumulated compensatory time at its discretion. Similarly, employees may request that accrued compensatory time off be converted to monetary payment, which shall be made in the next applicable payroll.

Overtime including compensatory time may not be authorized by the Department Head and the Town Manager unless funds are provided for and adopted in the annual Town budget.

For non-exempt employees, overtime shall be scheduled in a manner most advantageous to the Town and consistent with the operational needs of the Town.

In some cases, at the Town's option, hours may be adjusted within a 40-hour work week to avoid overtime. Any adjustments and or overtime hours worked must be approved in advance by the employee's supervisor and must be based on work needs not personal needs.

Non-Exempt employees working overtime without prior approval shall be subject to disciplinary action.

Change in Status Pay

Promotion Pay shall be the minimum of the new pay grade or up to a 10% increase.

Temporary Reassignment to a higher pay grade and additional responsibility shall be the minimum of the new pay grade or current pay up to a 10% increase, whichever is greater. Upon return to

AGENDA ITEM REPORT



To: Town Commission
Subject: Redistricting
Meeting: 03 13 2024 DRAFT REGULAR COMMISSION MEETING - Mar 13 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Pursuant to Section 9 of Town Charter redistricting should occur to balance districts following every decennial census i.e every 10 years, this has not been done in almost 25 years

FINANCIAL IMPACT:

Cost of Survey

RECOMMENDATION:

Direct Staff to implement redistricting

ALTERNATIVES:

Do nothing and have unbalanced districts

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.

AGENDA ITEM REPORT



To: Town Commission
Subject: Election Modification
Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

During this election cycle there were ambiguities and since code hasn't been updated we need to update for future elections.

RECOMMENDATION:

To update charter regarding elections.

ATTACHMENTS:

[TPP CHARTER ELECTION ISSUE](#)
[ORDINANCE Chapter 8 ELECTIONS to update](#)

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

PART I
CHARTER¹

CHAPTER 59-1722

HOUSE BILL NO. 2477

AN ACT to abolish the present municipality of the Town of Pembroke, and to create, establish and organize a municipality to be known and designated as the Town of Pembroke Park, Broward County, Florida, to define its territorial boundaries, to provide for its government, jurisdiction, powers, franchises, immunities, privileges and means for exercising the same: Confirming its title to all city property and validating all taxes, assessments and levies heretofore made; and prescribing the general powers to be exercised by said city, and providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

¹Editor's note(s)—Printed herein is the charter of the Town of Pembroke Park, Laws of Fla., Chapter 59-1722, as amended. The charter appears as originally adopted. The absence of a history or editor's note indicates the section is unchanged from the original Act. All amendments have been included as indicated in the history note immediately following the amended section. Style and capitalization have been made uniform. Sections superseded by state law and those sections which were converted to ordinances have been editorially deleted or transferred to the Code as indicated in the editor's note immediately following the section.

Sec. 1. Abolishment of present municipality.

That the present municipal government existing under the name of the Town of Pembroke be and the same is hereby abolished.

Sec. 2. Ordinances remain in effect.

All existing ordinances and resolutions of the present municipality of said Town of Pembroke regularly passed, promulgated and enrolled on the date of the passage of this Act shall remain in effect and unimpaired until repealed, amended or modified by the new municipality, which is hereby organized and created, provided such ordinances and resolutions be not inconsistent with the provisions of this Act.

Sec. 3. Officers hold [respective offices] until successors qualify.

That all officers heretofore elected or appointed and holding office under the said municipality shall continue to hold their respective offices and to discharge the duties thereof and receive the emoluments thereof until their successors are elected and/or appointed and confirmed under the provisions of this Act.

Sec. 4. Title to property reserved to new municipality.

That the title, rights and ownership of property, uncollected taxes, dues, claims, judgments, decrees and choses in action, held or owned by the Town of Pembroke shall pass to, and be vested in the municipal corporation organized under this Act to succeed the municipality abolished.

Sec. 5. Contracts remain binding.

That all valid and enforceable indebtedness, obligations and contracts of the said Town of Pembroke, including all bonds issued and outstanding, shall remain valid and enforceable, notwithstanding the passage of this Act, and such indebtedness, obligations and contracts shall be imposed upon and shall be binding upon the new municipality, which is hereby organized and created.

Sec. 6. Establishment of new municipality.

The inhabitants of the Town of Pembroke Park, Florida, as its limits are hereinafter established shall be a body politic and corporate to be known and designated as the "Town of Pembroke Park" and as such shall have perpetual succession. Said Town shall have and use a common seal and may change the same at its pleasure; the municipality may sue and be sued, may plead and be impleaded in all courts and places, in all matters and proceedings, and may contract and be contracted with in regard to all matters and things.

Sec. 7. Boundaries.

The territorial boundaries of said Town of Pembroke Park shall be as follows:

[The boundaries of the town are on file in the Town Clerk's office.]

(Laws of Fla., Ch. 63-1772, § 1; Laws of Fla., Ch. 67-1893, § 1; Laws of Fla., Ch. 67-1894, § 1; Laws of Fla., Ch. 70-878, § 1; Laws of Fla., Ch. 70-879)

Created: 2021-09-24 12:33:19 [EST]

(Supp. No. 38)

Sec. 8. Powers of the city.

The Town of Pembroke Park shall have the following powers:

6th. To acquire by grant, purchase, gift, devise, condemnation, exchange, or in any other manner similar and/or dissimilar, property, real or personal, or any estate or interest therein, within or without the municipality, and to improve, sell, lease, mortgage, pledge, exchange or otherwise dispose of the same or any part thereof or interest or estate therein.

8th. To hold, use, and enjoy any of said property, real or personal, whether within or without the territorial limits of the municipality, for parks, playgrounds, roads, golf courses, aviation fields, stadiums, art museums, cemeteries, gymnasiums, schools, court houses, fire and police stations, houses of detention and correction, hospitals, infirmaries, asylums, dispensaries, poor-houses, crematories, markets, lighting and power plants, water works, municipal buildings, works, quarries, edifices, libraries, swimming pools, auditoriums, aquariums, cultural and educational institutions and structures of every character.

13th. To purchase, hire, construct, own, maintain, operate or lease, local public utilities, including street railways, buses, boats, and aircraft, and all other kinds of transportation systems by land, air and water, electric light, telephone and telegraph systems, and works for supplying the municipality and its inhabitants with water, ice, gas for illuminating and heating purposes, and also all other manner of utilities; to sell the services of such utilities to consumers both within and without the limits of the Town of Pembroke Park.

15th. To acquire by the exercise of the right of eminent domain or in any lawful manner within or without the municipality in any county of the State, or without the State, such water, lands and lands under water as the municipality may deem necessary for the purposes of providing an adequate water supply for the municipality and/or piping or conducting the same; to lay all necessary mains; to erect and maintain all necessary dams, pumping stations and other works in connection therewith; to make reasonable rules and regulations for promoting the purity of its water supply and for protecting the same from pollution; and for this purpose to exercise full police powers and sanitary patrol over all lands comprised within the limits of the water-shed tributary to any such supply wherever such lands may be located in this state; to impose and enforce adequate penalties for violation of any such rules and regulations; and to prevent by injunction any pollution or threatened pollution of such water supply and any and all acts likely to impair the purity thereof; and for the purpose of acquiring lands or materials for any such use to exercise within the state all powers of eminent domain. For any of the purposes aforesaid the City may acquire by condemnation, purchase or otherwise, any estate or interest in such lands or any of them, or any right or easement therein, or may acquire such lands or any of them in fee, reserving to the owner or owners thereof such rights or easements therein as may be prescribed in the ordinance providing for such condemnation or purchase. The said City may sell or supply to persons, firms, industries, or municipal corporation residing or located outside of the city limits, any surplus water it may have over and above the amount required to supply its own inhabitants.

19th. To collect and dispose of sewage, offal, ashes, garbage, carcasses of dead animals and other refuse, inside and outside the limits of the municipality, and to acquire and operate reduction, cremation, neutralization or other plants for the utilization of such materials, or for any of them, inside and outside the limits of the municipality; and to contract for and regulate the collection and disposal thereof.

20th. To compel the abatement and removal of all nuisances within the City or upon property owned by the City beyond its limits at the expense of the person or persons causing the same, or of the owner or occupant of the ground or premises whereon the same may be; to require all lands, lots and other premises within the City to be kept clean, sanitary and free from weeds, or to make them so at the expense of the owners or occupants thereof; to regulate or prevent slaughter houses, fat rendering plants, canning factories, or other noisome or offensive businesses within the City; to provide for inspecting and regulating the sanitary conditions of all dairies, butcher pens and slaughter houses within and without the city limits where the products of the same are sold within the city limits and to provide penalties for the violation of such regulations; to regulate or prohibit the keeping of

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animals, poultry or other fowl therein, or the exercise of any dangerous or unwholesome business, trade or employment therein; to regulate the transportation of all articles through the streets of the City; to compel the abatement of smoke and dust, to prevent unnecessary noise therein; to regulate the location of stables and the manner in which they shall be kept and constructed and generally define, prohibit, abate, suppress and prevent all things detrimental to the health, morals, comfort, safety, convenience and welfare of the inhabitants of the City.

29th. To acquire by purchase, gift, devise, condemnation or otherwise, lands, either within or without the City, to be used, kept and improved as a place for the interment of the dead, and to make and enforce all necessary and/or reasonable rules and regulations for the protection and use thereof; and generally to regulate the burial and disposition of the dead.

41st. To license, control, tax and regulate traffic and sales upon the street, sidewalks and public places, within the City and the use of space in such places, and to regulate, suppress and prohibit hawkers and peddlers and beggars upon such streets, sidewalks and public places; and to license, cause to be registered, control, tax, regulate or prohibit in designated streets, or parts of streets, carriages, omnibuses, motor buses, cars, wagons, drays, jitney buses and other vehicles; to license, tax, cause to be registered and control the drivers thereof; to fix the rate to be charged for the carriage of persons and property within the City and to the public works beyond the limits of said City; to make and promulgate regulations for traffic on the streets, or part of the streets during such hours as may be necessary or convenient; to provide for parking spaces on the streets and public places; to regulate or vacate or discontinue the use of such places; to require all vehicles for the carriage of persons for hire to execute a bond to be conditioned as required by ordinance for the protection of passengers and of the public and to make such bond inure to the benefits of persons or property which may be injured or damaged by the operation of such vehicle for hire; and to require such bond with such surety to be furnished by all vehicles for hire operating upon the streets of the City, whether such operation be wholly within the limits of the City, or between the Town of Pembroke Park and other cities and towns and places outside of the Town of Pembroke Park.

44th. To furnish police protection within one-half mile of the corporation limits, provided that this extension of power shall not extend into any other municipal corporation.

47th. To purchase, acquire, construct, improve, build, repair, lease, establish, maintain and operate fishing piers (within or without the limits of said City), golf courses, tennis courts, ball grounds and stadiums, gymnasiums, recreational centers and playgrounds.

52. To provide for the registration of electors qualified under this act, and the maintenance of record relating thereto.

52A. In addition to any other powers of municipalities as provided by general law, to construct, erect, maintain, operate and otherwise contribute to the support of street lights and recreational facilities and other related recreational programs to be located both inside the corporate limits and within five (5) miles from any boundary of the corporate limits. The city is authorized to provide by ordinance for the creation of a recreation advisory board which shall consist of not less than five (5) nor more than seven (7) members, which members may or may not be residents of the city; and to provide for their duties, terms, responsibilities, and appointment.

(Laws of Fla., Ch. 63-1771, § 1)

Editor's note(s)—All powers except extraterritorial powers have been editorially deleted in recognition of the broad home rule powers granted to municipalities in Article VII, § 2 of the Florida Constitution and F.S. Ch. 166. Extraterritorial powers were not deleted as they may only be amended by general or special law. They have not been renumbered.

Sec. 9. Town Commission.

Election of Commissioners: The government of the Town of Pembroke Park shall be vested in a Commission consisting of five (5) members elected from five (5) separate geographic districts. For the purpose of

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representation upon and election of the Commissioners, the Town of Pembroke Park Commission shall, by ordinance, prior to December 1, 2002, apportion the Town in accordance with the Constitutions of the State of Florida and of the United States into five (5) consecutively numbered geographic districts. Thereafter, by subsequently enacted ordinances, the Town of Pembroke Park Commission shall adjust the boundary lines of said districts as may be required from time to time in order that the apportionment of the Town shall continue to be in accordance with the Constitution of the State of Florida and of the United States, but in any event not less frequently than within the first calendar year following each decennial census.

Any individual seeking election as a Commissioner shall file with the **Town Clerk** a written notice of candidacy stating the designated district to which the individual seeks to be elected. The individual must reside within the geographic boundaries of the district for which he or she is seeking election. All qualified voters of the Town may cast one vote for a candidate for election from each district. The individuals receiving the highest number of votes cast for each district shall be duly elected to the office of Commissioner. The term of office for Commissioner so elected shall be for four (4) years or until his or her successor shall be elected and qualified. **Regular elections under this Charter shall be held on the first Tuesday following the first Monday in March, commencing with the year 2003, and every four (4) years thereafter.**

The Commission shall be composed of a Mayor-Commissioner, Vice-Mayor Commissioner, Clerk-Commissioner, and two (2) other Commissioners. At the first regular meeting of the Commission following every election as herein provided, 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.

Qualifications of Commissioners: To be eligible to hold the office of Commissioner of the Town of Pembroke Park or to qualify as a candidate for Commissioner of the Town of Pembroke Park, a person shall be a permanent resident of the Town of Pembroke Park for more than one (1) year prior to the date of the election, a registered voter of Broward County, Florida, a citizen of the State of Florida and of the United States of America, and shall be over the age of eighteen (18) years. Candidates for nomination to the office of Commissioner shall comply with all rules and regulations set out in the Charter as to their conduct. Any Commissioner who shall cease to possess the qualifications required herein shall forfeit his or her office.

Qualifications of Electors: Electors, in order to participate in municipal elections of the Town of Pembroke Park, shall be registered voters of Broward County, Florida, residing within the territorial limits of the Town of Pembroke Park.

(Laws of Fla., Ch. 70-877, §§ 1, 2; Ord. No. 87-2-2, § 2, 2-11-87; Ord. No. 88-8-3, §§ 5, 6, 8-10-88; Ord. No. 98-2-1, § 1, 11-3-98, effective 12-1-98; Ord. No. 02-05-02, § 1, 5-28-02, approved by electors 9-10-02)

Editor's note(s)—Municipal election dates are established by Laws of Florida, Ch. 75-350, as amended by Chs. 76-336, 77-507 and 81-349. The registration and qualifications of electors is pursuant to F.S. §§ 166.032, 98.041, 98.091. Ord. No. 88-8-3, §§ 5, 6, adopted Aug. 10, 1988, and approved at referendum Nov. 8, 1988, amended qualifications of commissioners and electors to read as herein set out. Provisions of Sec. 9 pertaining to the date and time of commission meetings have been deleted pursuant to Ord. No. 87-2-2, § 2, adopted Feb. 11, 1987, enacted in accordance with F.S. § 166.021; and, the user's attention is directed to Part II, Code of Ordinances, § 2.42, et al.

Sec. 9A. [Composition of Commission in the event of certain annexations.]

- (1) If any one (1) or more of the three (3) areas of unincorporated land adjacent to the Town of Pembroke Park, Broward County, generally referred to as "Carver Ranches and West Hollywood Hills," "Miami Gardens," and "Lake Forest" are annexed into and made a part of the Town of Pembroke Park either under the provisions of general law through a special law or laws, the composition of the Town Commission on the Town of Pembroke Park shall be as follows:

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- (a) A Mayor-Commissioner, who must be a registered voter of the Town of Pembroke Park and who must be elected from the Town at-large; and
 - (b) Four (4) Commissioners, each of whom must be a registered voter of the Town of Pembroke Park and each of whom, except as provided in subsection (2), must reside in, and be elected by the voters of, one of the following districts:
 - 1. District 1, comprising the area of the Town of Pembroke Park as it existed on March 1, 1986;
 - 2. District 2, comprising the area generally referred to as "Carver Ranches and West Hollywood Hills";
 - 3. District 3, comprising the area generally referred to as "Miami Gardens"; and
 - 4. District 4, comprising the area generally referred to as "Lake Forest."
 - (2) If only one (1) or two (2) of the three (3) areas of unincorporated land are annexed to the Town of Pembroke Park, the Commissioner or Commissioners designated to be elected from the District or Districts for the area or areas not annexed to the Town must be elected from the Town at-large.
 - (3) This section applies beginning with the general election following the annexation of any of the three (3) areas of unincorporated land referred to in this act.

(Laws of Fla., Ch. 86-366, § 1)

Sec. 10. [Oath of office.]

Each Commissioner, before entering upon the discharge of the duties of his or her office, shall take and subscribe the following oath before some judicial officer of the state, viz: "I do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I am entitled to hold office under the Constitution of the United States and the Constitution of the State of Florida, and that I will faithfully perform all of the duties of the office of Commissioner on which I am about to enter, so help me God."

State law reference(s)—Oath of office, F.S. § 876.05.

Sec. 11. [Filling vacancy for unexpired term.]

In case of a vacancy in the Commission, the remaining Commissioners may fill such vacancy within sixty (60) days by resolution, until the next regular general election, by vote of a majority of the remaining members of the Commission. In the event the remaining Commissioners fail to fill the vacancy by appointment as aforesaid, upon application of any Commissioner ten (10) days' notice shall be given for the purpose of holding a special election to fill said vacancy for said unexpired term, in accordance with the terms of this Charter.

Sec. 12. Appointing powers.

The City Commission shall have the power to designate or create such offices, departments or divisions, other than those provided herein as may be necessary for the administration of the affairs of the City; to provide the duties and powers of the officers and employees of such office, department or division; [to] provide for the appointment and fix the salary or compensation of such officers or employees.

Sec. 13. Powers enumerated.

All powers of the City, except such as are vested in the Mayor and except as otherwise provided by this Charter or the Constitution of the State of Florida are hereby vested in the Commission. The Commission may, by ordinance or resolution, prescribe the manner in which any power of the City may be exercised. The Commission shall be the judge of the election and a qualification of its own members. The Commission may determine its own rule of procedure and may punish its own members for misconduct. A majority of the members of the Commission shall constitute a quorum.

MUNICIPAL ORGANIZATION AND OFFICERS

Sec. 14. [Duties of officers.]

The Mayor-Commissioner, Vice-Mayor-Commissioner, Clerk-Commissioner and the two (2) other Commissioners shall each perform the duties of his or her office until his or her successor is duly elected and qualified. The Mayor shall have the same voice and vote as the other members of the Commission. In the absence or disability to act as the Mayor, the Vice-Mayor shall perform all the duties of the office, including the judicial functions herein enumerated; and in the absence or disability of both, then the members of the Commission shall designate one of its members to act as Mayor by resolution, and when so designated, such Commissioner shall serve as Mayor and perform the duties of the office, including its judicial functions.

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).

Sec. 16. [Additional compensation for Commissioners.]

Each of the Commissioners is authorized to hold any office or perform any duties or functions necessary for the government of the municipality, but he or she shall receive no additional compensation for such service except as to the Public Works Director. The Commissioners may in case of necessity appoint suitable persons to assist them in performing the duties of their respective departments, and the compensation of such persons shall be determined by the Commission.

Sec. 17. Deleted.

(Laws of Fla., Ch. 70-880, § 1)

Editor's note(s)—This section was converted to an ordinance by operation of F.S. § 166.021. It has been editorially deleted.

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Sec. 18. [Officer of treasurer; fiscal matters.]

The Commission shall designate some person as treasurer who shall receive all the public monies of the municipality, and who shall give bond equal to the largest amount thereof that may come into his or her hands at any time, such bond to be approved by the Commission and to be annually renewed and approved. The Clerk may act also as treasurer upon giving the bond required of the treasurer.

All public monies shall be deposited in the name of Pembroke Park, in a bank or banks in Broward County to be designated by the Commission and all public monies shall be disbursed only on check to be signed by the Mayor or in the absence or the disability of the Mayor by the Vice-Mayor and counter-signed by the Clerk Commissioner. Any person performing any duties in which he or she collects, receives or handles any public monies shall give bond to faithfully account for the same.

But all monies derived from the sale of municipal bonds shall be received by the treasurer and kept by him or her on deposit in a special fund in the name of the municipality in a bank in Broward County to be designated by the Commission and shall be disbursed only upon resolution and order of the Commission, upon checks or drafts to be signed by a majority of the Commissioners.

Accurate books of account of all monies received and disbursed in all departments of the municipality shall be kept and audited and approved by the Commission or by an independent auditor and an annual statement thereof shall be published by posting a copy thereof at the City Hall.

(Laws of Fla., Ch. 65-2436, § 1)

State law reference(s)—Fiscal audits and other fiscal matters, F.S. Ch. 218.

Sec. 19. [Bond requirements.]

The Commission may require that any bond shall be made by a responsible surety company duly authorized to do business in the State of Florida, and may pay the premium thereof from the municipal funds.

Sec. 20. Deleted.

Editor's note(s)—This section on municipal courts was editorially deleted as municipal courts were abolished by Article V, § 20(d)(4) of the Florida Constitution.

ORDINANCES AND RESOLUTIONS**Sec. 21. Procedure for adoption of ordinances and resolutions.**

The Commission shall have the right to adopt such ordinances and resolutions authorized by the powers granted under this Act and the general laws of the State of Florida, as are deemed necessary or advisable for the good government and general welfare of this municipality.

The procedure for adoption of an ordinance by the Town Commission shall be the same as the procedure set forth in Chapter 166, Florida Statutes, in effect at the time of the adoption of the ordinance. The enacting clause of all ordinances shall be "Be It Ordained by the Commission of Pembroke Park"; and all ordinances shall become effective five (5) days after final passage, unless otherwise provided therein. Any proposed ordinance may be amended upon either reading.

Any resolution may be introduced and passed by three (3) affirmative votes at any regular or special meeting of the Commission. The adopting clause of all such resolutions shall be "Be It Resolved by the Commission of Pembroke Park", and all such resolutions shall become effective immediately unless otherwise specified therein".

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(Ord. No. 02-05-03, § 1, 5-28-02, approved by electors 9-10-02)

State law reference(s)—Uniform minimum procedure for the adoption of ordinances is mandated by F.S. § 166.041.

MISCELLANEOUS

Sec. 21[A]. [Streets and roads; laws; suits, etc.]

The territory contained within the corporate limits of Pembroke Park is hereby declared to be and the same is hereby constituted an independent road district, provided however, that the County of Broward and State of Florida shall continue to maintain and build, at no expense to Pembroke Park, all of the existing and future county and State roads within the limits of Pembroke Park.

The Commission shall have complete control and supervision of all the streets, roads, and alleys and signal lights and safety signs within the corporate limits of the municipality and shall by ordinance prescribe the method and manner maintaining the same, not inconsistent with the laws of the State of Florida, except those roads built and maintained by the County of Broward and State of Florida as set out above.

No digging, quarrying operations, mining or excavations shall be permitted within one hundred (100) feet of any county or state road right-of-way, unless the Commission shall require that any such digging, quarrying, mining or excavation be refilled or backfilled to the grade existing prior to the digging, quarrying, mining or excavation within six (6) months of the cessation of the digging, quarrying, mining or excavation. Provided, further, that all quarrying operations, mining or excavations commenced after the effective date of this Act shall be in conformity with the then existing county-wide regulations of the Broward County Building and Zoning Department as to set-back requirements.

All laws now in force for the government of cities and towns, except insofar as they conflict with the provisions of this Act, shall apply to the said Pembroke Park and the officers thereof.

No suit or any cause of action of whatsoever kind or nature against Pembroke Park shall be instituted later than six (6) months after date such cause of action shall have accrued.

No suit or action for the recovery of damage upon any claim or demand, arising either ex contractu or ex delicto shall be instituted against Pembroke Park, unless written notice of the intention to sue by giving a written statement of the particulars of the cause of action and containing a notice of intention to sue, and filing same with the Commission at least thirty (30) days before the suit or action is instituted, and within thirty (30) days of the cause of action.

The certificate of the Clerk under the seal of Pembroke Park as to the publication or posting of any notice required under or provided for by this Act shall be conclusive evidence as to such publication or posting.

State law reference(s)—Tort suits are pursuant to F.S. § 768.28.

[Sec. 21B.] 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.

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Notwithstanding the foregoing conditions for amendment of the T-1 Mobile Home Park Zoning District, this article 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.

(Ord. No. 00-6-1, § 1, 6-14-00, approved by electors 11-7-00)

Sec. 22. [Severability.]

The provisions of this Act are severable and if any section, part of section, paragraph, sentence or clause of this Act shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any portion thereof but shall be restricted and limited in its operation and effect to that specific portion hereof invalid in the decision rendered.

Sec. 23. [Repeal of conflicting laws.]

All laws and parts of laws in conflict herewith be and the same are repealed to the extent of such conflict.

Sec. 24. [Effective date.]

This Act shall take effect immediately upon its becoming a law.

Became a law without the Governor's approval.

Filed in Office Secretary of State June 20, 1959.

PART II - CODE OF ORDINANCES
Chapter 8 ELECTIONS

Chapter 8 ELECTIONS¹

¹Charter reference(s)—Commission, sec. 9.

Cross reference(s)—Administration, Ch. 2; town commission, § 2-16 et seq.; political signs, § 21-51 et seq.

State law reference(s)—Municipal elections in Broward County, Laws of Florida, Chapter 75-350, as amended by
Laws of Florida Chapters 76-336, 77-507 and 81-349. Florida Elections Code, F.S. Chapters 97—106.

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PART II - CODE OF ORDINANCES
Chapter 8 - ELECTIONS
ARTICLE I. IN GENERAL

ARTICLE I. IN GENERAL

Secs. 8-1—8-15. Reserved.

ARTICLE II. REGISTRATION OF ELECTORS

Sec. 8-16. Registration book; deadline prior to election.

The ~~Clerk-Commissioner~~ Town Clerk shall be the chief registration officer who shall register all persons applying to him/her who are qualified as electors under the provisions of the Charter of the Town. For this purpose, a registration book and/or books shall be kept and remain open at the office of the Town Clerk ~~Clerk-Commissioner~~ or at a place designated by appropriate action of the Town Commission before holding any municipal elections, regular or special. Such books shall remain open for registration for a period of thirty (30) days between the hours of 9:00 a.m. and 5:00 p.m. each day, and shall be closed not later than thirty (30) days before the date of such municipal election, whether regular or special.

(Ord. No. 58-8-1(#11), § 2, 8-19-58)

Sec. 8-17. Administration of oath.

Each person applying to be registered shall take the following oath which shall be administered by the Town Clerk ~~Clerk-Commissioner~~:

"I do solemnly swear that I am a bona fide resident of Broward County, Florida, and a freeholder owning real property located in Pembroke Park, Florida, and possess all the qualifications of an elector of said municipal corporation."

The name of each person so registered shall be entered in a book or books prepared for that purpose, which book shall show approximately the age, occupation and place of residence of each person so registered.

(Ord. No. 58-8-1(#11), § 3, 8-19-58)

Secs. 8-18—8-30. Reserved.

ARTICLE III. ELECTION PROCEDURE

Sec. 8-31. Publication of election notice.

- (a) All elections the time of which is not provided for by law shall be called by the Town Commission by ordinance and notice shall be given forthwith of the time and place of such election once each week for two (2) consecutive weeks in a newspaper of general circulation in the County.
- (b) Notice of the hours of such election and the polling places herein fixed shall be given by the Town Clerk ~~Clerk-Commissioner~~ of the Town by publishing a notice in a newspaper regularly published in the County, in

two (2) consecutive weekly issues of such newspaper, prior to such general election. The notice shall plainly state the date, time and polling places of holding such election. The first publication shall be at least fifteen (15) days prior to the date of the election.

(Ord. No. 58-8-1(#11), § 4, 8-19-58; Ord. No. 82-12-2, § 4, 12-22-82)

Sec. 8-32. Procedure when one candidate qualifies for each office.

Whenever only one (1) candidate has qualified for each vacant office to be filled in a general or special election called for the purpose of electing members of the Town Commission, that election shall not be conducted and each candidate who has qualified for office shall be deemed to have voted for himself and to have been elected to the office for which he has qualified as of the time the polls would have closed had there in fact been an election conducted for that office on that date.

(Ord. No. 74-11-1, § 2, 11-22-74)

Sec. 8-33. Unopposed candidates—Exclusion from ballot.

The names of unopposed candidates for elective office shall not appear on a general or special election ballot. Each unopposed candidate shall be deemed to have voted for himself.

(Ord. No. 74-11-1, § 1, 11-22-74)

Sec. 8-34. Same—Certification of election.

The Town Commission shall at a regular or special meeting called for that purpose, within the time limitations provided in the ordinances of the Town for the canvassing of election returns, certify the election of each unopposed candidate for office.

(Ord. No. 74-11-1, § 3, 11-22-74)

Sec. 8-35. Certification of qualifying candidates.

- (a) The Town Clerk ~~Clerk-Commissioner~~ shall certify to the Town Commission the names of all candidates duly qualified for the office of Town Commissioner within three (3) days of the closing date for qualifying.
- (b) Only those candidates who have duly qualified with the Town Clerk ~~Clerk-Commissioner~~, in accordance with the Charter and ordinances thereto appertaining, shall have their names printed on the official ballot for use in the general election.

(Ord. No. 82-12-2, §§ 12, 13, 12-22-82)

Sec. 8-36. Preparation of ballot.

The Town Clerk ~~Clerk-Commissioner~~ shall prepare the ballot for the conducting of any election. He shall prepare the ballots in time for the holding of any election, placing thereupon the names of all candidates who are duly qualified in accordance with the ordinances of the Town.

(Ord. No. 58-8-1(#11), §§ 5, 8, 8-19-58)

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Sec. 8-37. Assumption of office after election.

Immediately after the poll has been closed on the date of the general election, the tabulating of the votes and canvassing of such election and the certifying of the results to the Clerk-Commissioner shall be performed in accordance with law. The candidates so elected shall thereupon assume office in accordance with the Charter of the Town. The five (5) candidates receiving the highest number of votes shall be elected for a four-year term and until their successors have qualified.

(Ord. No. 58-8-1(#11), § 9, 8-19-58; Ord. No. 82-12-2, § 10, 12-22-82)

Sec. 8-38. Tie votes.

If two (2) or more candidates shall receive the same number of votes for the fifth highest number in which event there would not be five (5) candidates receiving the most votes, then and in that event, such candidates receiving equal number of votes shall draw lots to determine who shall occupy the office.

(Ord. No. 58-8-1(#11), § 10, 8-19-58)

Secs. 8-39—8-45. Reserved.***ARTICLE IV. POLL WATCHERS*****Sec. 8-46. Generally.**

Any candidate for public office shall be permitted by the Election Board of the Town to have one (1) poll watcher in each polling place from the beginning to the conclusion of all elections. The watcher shall not be permitted to come closer to the Election Board table or the voting booth than is reasonably necessary to properly perform his function, but is allowed within the polling room to watch and observe the conduct of electors and officials. The watcher is required to furnish his materials and necessities and shall not obstruct the orderly conduct of any election. The watcher shall be a qualified and registered elector of the Town. During the conduct of the election, the Election Board shall call out the names of the electors loud enough to be heard by the watcher.

(Ord. No. 70-10-2, § 1, 10-19-70)

Sec. 8-47. Number permitted at polling place.

Each candidate shall be allowed to designate two (2) poll watchers; only one (1) watcher for each candidate will be permitted in the polling place at any given time.

(Ord. No. 70-10-2, § 2, 10-19-70)

Sec. 8-48. Authorized to observe vote tabulation.

Poll watchers shall be authorized, in addition to observing the conduct of the election, to observe the conduct and tabulation of the votes by the Election Board immediately upon the conclusion of the election.

(Ord. No. 70-10-2, § 3, 10-19-70)

(Supp. No. 39)

Created: 2022-07-15 16:40:22 [EST]

Sec. 8-49. Appointment; written designation.

Poll watchers must be designated and appointed at least by 5:00 p.m. of the fifth day prior to any special or general election, by written notice filed with the Clerk-Commissioner on forms provided by the Town Clerk. ~~Clerk-Commissioner~~. Such written designation is to be signed by the candidate designating the poll watcher. Town Clerk ~~Clerk-Commissioner~~ shall furnish a list of designated poll watchers to each Election Board.

(Ord. No. 70-10-2, § 4, 10-19-70)

Secs. 8-50—8-65. Reserved.

ARTICLE V. QUALIFICATIONS OF CANDIDATES

Sec. 8-66. Generally.

Any individual may qualify for the office of Town Commissioner provided he has the qualifications as set forth in the Charter and conforms with the provisions of this article.

(Ord. No. 58-8-3(#13), § 1, 8-19-58)

Sec. 8-66.1. Candidate qualifying period.

- (a) The qualifying period for candidates shall be set by the Broward County Supervisor of Elections for the office of Town Commission shall be at least forty-five (45) days but not more than sixty (60) days prior to the date of the general election for such office.
- (b) The qualifying period for candidates for office of Town Commission shall open at 12:00 noon on any work day and close at 12:00 noon on the third calendar day following such opening day.

Melissa I don't know if you want to extend the period of qualifying I believe that is up to the municipality.

(Ord. No. 10-01-01, § 1, 1-13-10)

Sec. 8-67. Oath or affirmation.

Candidates for the office of Town Commissioner shall qualify with the Town Clerk. ~~Clerk-Commissioner~~ by filing an oath or affirmation in writing in which he shall state the title of the office for which he is a candidate, that he is a qualified elector of Pembroke Park, that he has paid the filing fee for candidates for the office he seeks, and that he has taken the oath as required by Florida Statutes.

(Ord. No. 58-8-3(#13), § 2, 8-19-58)

Sec. 8-68. Filing fee.

The filing fee for candidates for the office of Town Commissioner shall be twenty-five dollars (\$25.00), which fee shall be paid to the Town Clerk. ~~Clerk-Commissioner~~, and which fee shall be deposited in the general revenue of the Town.

(Supp. No. 39)

Created: 2022-07-15 16:40:22 [EST]

(Ord. No. 58-8-3(#13), § 3, 8-19-58)

Sec. 8-69. Certification of names.

The Town Clerk ~~Clerk-Commissioner~~ shall certify to the Town Commission the names of all candidates duly qualified for the office of Town Commissioner within five (5) days of the closing date for qualifying.

(Ord. No. 58-8-3(#13), § 6, 8-19-58)

Sec. 8-70. Printing of names on ballot.

Only those candidates who have duly qualified with the Town Clerk ~~Clerk-Commissioner~~ in accordance with the Charter and ordinances thereto appertaining shall have their names printed on the official ballot for use in the general election.

(Ord. No. 58-8-3(#13), § 4, 8-19-58)

(Supp. No. 39)

Created: 2022-07-15 16:40:23 [EST]

AGENDA ITEM REPORT



To: Town Commission
Subject: Purchase Agronomy Towers
Meeting: AGENDA REGULAR COMMISSION MEETING - Mar 13 2024
Department: Administrative
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

<https://agrotonomy.com>

FINANCIAL IMPACT:

\$8,000 for the purchase of 10 to be placed in the park

RECOMMENDATION:

Commission can motion authorizing town manager to negotiate purchase and install 10 pods in the community garden.

ALTERNATIVES:

Do nothing and repay previous grants back

ATTACHMENTS:

[Agro Tower](#)

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







Aeroponic Towers – How Does It Work?

100% Beyond Organic • 95% Water & Space Savings • 100% Eco-Friendly • 100% Pesticide-Free

Agrotonomy is dedicated to grow vegetables, fruits, herbs and flowers using Tower Garden® patented aeroponic technology.

Our aeroponic towers average 95% water-savings in comparison to conventional farming. Such technology also delivers a better crop yield, aside from producing plants featuring a higher nutrient content.

Vertical aeroponic farming also means 75% to 90% less space required depending on the configuration and nature of the project.

From commercial farms to private backyards, from rooftops to school grounds, and from inside buildings with grow-lights to restaurants patios, Tower Garden® patented aeroponic technology is versatile and customizable.

Tower Garden® aeroponic technology is a patented versatile food production system which can be easily customized for a wide array of business and residential applications.

To start with, seeds are being placed inside a small natural rock-fiber cube for a soilless germination process. When seedlings are ready, we tuck them inside the grow-cavities of the tower, thus allowing the roots of the plants to grow inside the tower.

Tower Garden® is modular in size and can accommodate 52 plants per tower.

The reservoir at the base holds 25 gallons (113.6 L) of water, which we mix with our soluble "Aeroponic Power-Gro®" ionic mineral nutrient solution.



A low wattage submersible pump is placed inside the reservoir 'to blast' the nutrient solution through the center of the growing pots, all the way to the top of the tower.

When the nutrient solution reaches the top, it is then funnelled through a special device which makes it drizzle evenly on its 'cascading journey' back down to the bottom reservoir. As the liquid mixture is being showered down to feed the roots of the plants, our proprietary mineral

solution gets oxygenated through gravity, thus creating unprecedented favorable conditions for nutrient absorption. Aside from using up to 95% less water than other conventional growing methods, vertical farming is space efficient as it can welcome between 250,000 to 500,000 plants per hectare!

Manufactured with sustainability & durability in mind

Tower Garden® towers are manufactured using the highest grade of food-compliant plastic. Our towers are built to last: the plastic is several times thicker than most of any hydroponic equipment ever built! Aside from being durable, and in an effort to naturally hinder algae growth, our towers are fully opaque in order to block-out sunlight. Furthermore, our towers are 100% UV-stabilized for outdoor use.

The Secret is in the sauce!

In the world of hydroponic farming, aside from sunlight, weather conditions and the quality of the water, everything relies on the excellence of the nutrients used to feed the plants. We use a Tower Garden® proprietary nutrient ionic mineral solution by the name of 'Aeroponic Power-Gro®'.

Aeroponic Power-Gro® is the most unique mineral-based nutrient solution ever formulated. In fact, contrary to conventional hydroponic farming where a different nutrient mixture is needed for each crop, Aeroponic Power-Gro® can be used for all vegetables, herbs, fruits and flowers which can be grown on Tower Garden® towers. From veteran farmers to novice gardeners, everyone appreciates the simplicity of producing food with Tower Garden® technology. Aside from the purity of the minerals and the quality of the plant nutrients used to make Aeroponic Power-Gro®, its uniqueness lays in the fact that only one single nutrient solution is needed to grow all crops!

Aeroponic Power-Gro® has been specifically formulated to support Tower Garden® towers' highly oxygenated environment and to be used for the seedling process thus creating healthier plants.

As a result, we have a superior crop yield and what we grow ends up featuring a much higher nutrient content than what can be produced through conventional farming, and we prove it: we invite you to read the scientific comparative analysis featured on our [Beyond Organic](#) page.

THE HERITAGE FIRM

To: Aleem Ghany, Town of Pembroke Park, Acting Town Manager
From: Ava-Gaye Hue, Esq., The Heritage Firm, Independent Investigator
Date: February 8, 2024
Re: **Jacobs/Martell Independent Investigation Report**

I. Summary of Facts

Town of Pembroke Park Commissioner Geoffrey Jacobs requested that Town Attorney Jacob Horowitz open an investigation via email on September 28, 2023, into his concerns relative to the actions of Town Clerk Marlen Martell during the Commission Meeting held on September 27, 2023, as well as Town Clerk Martell's conduct during commission meetings between March 2023 and September 27, 2023. More specifically, Commissioner Jacobs alleged that Town Clerk Martell falsely attributed a consent agenda item to him, that involved an expenditure of \$30,000.00 to a former Town Employee. The Commissioner further alleged that Town Clerk Martell violated the Town's Employee Handbook and Town Ordinance 2023-090 by engaging in unprofessional and insubordinate conduct toward him between March 2023 and September 27, 2023. As a result of Commissioner Jacobs' inquiry, this Investigator was engaged by acting Town Manager Aleem Ghany to conduct an independent investigation pursuant to the Town's Investigative Procedures.

While there has been an extensive public history of friction and discontent among leadership in the Town, this Investigator's assignment pertains strictly to the matters presented in the Commissioner's email dated September 28, 2023. To that end, this Investigator met with Commissioner Jacobs on November 7, 2023, during business hours at my office in Oakland Park, FL for approximately 2.5 hours. Commissioner Jacobs' wife was also present during his interview. This Investigator also met with Town Clerk Martell during business hours at my office on November 21, 2023, for approximately 2.5 hours. Both parties were advised that their interviews would not be recorded and that this Investigator's notes would be public records. Each witness affirmed acknowledgment of

same and confirmed his or her willingness to participate in the interview. Further, this Investigator reviewed all relevant Town Commission meetings, as well as all documents detailed below in order to prepare this report.

During this Investigator's review of the relevant meeting videos, on March 22, 2023, Town Clerk Martell commented extensively on the then-Mayor's statements calling into question the appearance of impropriety resulting from the Town Clerk's husband serving as the Town's building official as an employee of Calvin Giordano. She advised of others, whose family members have previously worked for the Town with no issues. She advised him that there was no quorum for the emergency meeting that he wanted to have and that he would have been wasting Town resources. The Town Clerk then continued to speak over then-Mayor Jacobs in a raised voice, making accusations toward him of bringing employees to commission meetings to berate and fire them and of violating Sunshine Laws.

It was observed that during Commission meeting on April 12, 2023, it appears that the Town Clerk gave all of the Commissioners the prior minutes relative to voting but failed to give them to Commissioner Jacobs. At the same meeting, Commissioner Jacobs stated that members of the Commission had been "treated like mushrooms, kept in the dark and fed full of shit." It can be inferred that due to comments such as these, the Commission decided to adopt a civility ordinance based on a resolution that had been passed in 2020 during Commissioner Jacobs' tenure as mayor, to address the issues of conduct, civility and decorum during meetings and other Town-related activities.

On April 26, 2023, during the Commission meeting Commissioner Jacobs advised that a PowerPoint presentation had been uploaded on iCompass but was not on the agenda. The Town Clerk advised that it had been denied due to acting Town Manager's questions, so it was not placed on the agenda. Apparently, this had not been previously communicated to Commissioner Jacobs. Subsequently, in the Commission meeting on May 24, 2023, Commissioner Jacobs related that Town Clerk tried to get him arrested, but he did not elaborate on the circumstances.

A public censure of Commissioner Jacobs was requested by Clerk Commissioner Hodgkins in response to violations of the Town's code of conduct. Commissioner Jacobs then retorted that he was consistently being attacked by Mayor Ashira Mohammed, the

Town Clerk and the Human Resources Director who was in place at that time. Town Clerk Martell then presented options for updating the dais in commission chambers, in response to which Commissioner Jacobs objected as fiscally irresponsible. Town Clerk Martell advised that Commissioner Jacobs asked her not to communicate with him, making it difficult for her to put the meeting agendas together. She further asks him to leave her out of his conversations.

At the June 14, 2023, regular Commission Meeting, Commissioner Jacobs asserted that the minutes from a previous meeting were incorrect, providing no explanation as to what portion was incorrect. He also complained that Town Clerk “claps and cheers” against him and nobody does anything about it. This Investigator did not view any such actions. Commissioner Jacobs also accused Town Clerk Martell of “brown-nosing” Mayor Mohammed and of writing a vote down for him that he did not make, advising that he will seek criminal charges against her. Town Clerk Martell then explained the new procedures for putting together the agenda, to include that she will email commissioners an agenda report to be filled out and submitted to her with backups at least 6 days prior to the meeting.

On August 17, 2023, during a Special Commission Meeting, Jacobs says town clerk already sent the report off to the Office of the Inspector General on her own and he is saving his comments for court. Town Clerk Martell explained that the report was sent pursuant to the OIG’s request for the report upon its completion, as it was in the process of investigating claims against her that were initiated by Commissioner Jacobs.

At the August 23, 2023, Workshop Commission Meeting, Commissioner Jacobs alleged that his public records requests are not being responded to and that he has requests pending for more than a year. Attorney Horowitz explained that all requests need to be responded to, but there is no time limit within which to do so and that documents need to be produced within a “reasonable time.” Town Clerk Martell advised that she has more than a dozen requests pending from Commissioner Jacobs and that the requests are extensive and require additional time.

He has raised concerns about the clerk’s ability to adhere to her responsibilities due to the falsified vote issue and made mention of a “noticeable change in her behavior” toward him potentially because of his pursuit of charges against her. Town Clerk Martell advised that she is willing to work with Jacobs and that she wants all emails involving

Jacobs and OIG to be sent to all Commissioners, so they know what is transpiring. She asks again for Commissioner Jacobs to advise her as to what is missing relative to his public records requests. Attorney Horowitz advised that staff is not required to “drop everything” to respond to these requests. Clerk Commissioner William Hodgkins then stated that he believes Commissioner Jacobs is trying to bury the Town Clerk in requests to make her look inefficient.

At the Commission meeting on September 13, 2023, Commissioner Jacobs appears not to have been given an updated agenda, as his agenda items were not numbered the same as all of the other commissioners. Town Clerk Martell gave an update on his public records requests and advised that finance requests would be on hold due to the audit per Mayor Mohammed, but Commissioner Jacobs retorted that Mayor Mohammed does not have the power to do make this decision on her own. He reported that the national average for fulfilling public records requests is 21 days, and that he had requests pending since 2022. No explanation of what is pending was provided. Town Clerk Martell explained that emails fulfilling his requests that were sent by the finance department and that she was not copied to those email messages. Commissioner Jacobs then accused her of going through his sent email but provided no evidence of this or any details regarding this allegation. The Town’s IT director confirmed that the Town Clerk is not viewing his email. Commissioner Jacobs then stated that he is getting legal counsel to help him get the documents he has requested.

Town Clerk Martell responded that Commissioner Jacobs should not question her integrity. She then advised of emails where Commissioner Jacobs personally attacks one of the town’s finest employees and that the HR director, the IT director and the Town Manager were required to assist with his continued complaints and requests. After the issue was investigated and closed, she reported that he still continued to send email message about the same thing. The IT director and the police reviewed the video and found no wrongdoing. Vice Mayor Erik Morrisette advised of Commissioner Jacobs having made certain purchases of items to impersonate a police officer, at which point Commissioner Jacobs embarked on a profanity-laced rant, stating, “Please fucking put it on the dais. If that happened, have the balls to stand up and prove it. No. Prove it. Prove that shit happened because it didn’t. It never did and I’m tired of the false and malicious bullshit allegations by behalf of this fucking Commission and the people in the Town of Pembroke Park.”

Mayor Mohammed then attempted to adjourn the meeting, at which point Commissioner Jacobs began packing up his things, while everyone else remained in their seat. The meeting was not formal adjourned, nobody else got up to leave and the meeting continued. Town Clerk Martell advised of a pending EEOC complaint and asked for a public apology after she was cleared regarding his previous complaints against her. Mayor Mohammed joked that maybe he should apply for the town manager position if he wants to supervise employees, to which Town Manager Martell responded that she doesn't see anyone hiring him. Commissioner Jacobs then used his microphone and advised of the nature of the pending EEOC complaint against. The meeting continued and Mayor Mohammed then apologized for her outburst, Vice Mayor Morrisette apologized to Town Clerk Martell and her assistant, Ms. Reutlinger on behalf of Commissioner Jacobs.

Town Clerk Martell subsequently apologized for her actions and admitted her frustration by Commissioner Jacobs' behavior. She again asked for a list of what he is missing as her records show that she has fulfilled his public records requests and that some departments have responded to his requests without letting her know.

During the Town Workshop Commission meeting held at Commission Chambers on September 27, 2023, the Commission addressed agenda item number 11.1 relative to public records requests by the Commission. For purposes of context, Town Clerk Martell was asked during the last meeting by Commissioner Jacobs to make a statement as to the public records requests. In response to this, Town Clerk Martell prepared a document detailing all requests made by Commissioner Jacobs, the date of each request and the status of each request. The list of 70 requests/formal complaints, some of which were duplicated, were dated between January 3, 2023, and September 11, 2023. The "requests" include but are not limited to the following:

- 1/3/23- District map (available on the Town's Web site)
- 2/28/23- "There was a loan the town had, that the note was called upon. I had to pay off the note at "\$750k when Harry was the Finance director. I am requesting that all the documentation for this loan, generation, including the resolution, receipts of all moneys spend under the loan and payments made to satisfy the loan. Any and all documentation to do with this loan."

- 3/15/23- Please schedule and (sp) EMERGENCY MEETING to discuss the building department and building official now! (The other two commissioners were not available and the issue was resolved via a phone call to Calvin Giordano)
- 3/16/23- This is just to make you aware that I am calling for and will continue to call for an emergency meeting daily. Neither the town manager nor town clerk want this meeting to happen. The meeting is on (sp) regards to the building department and public works. I've also made it very clear I'm steering the ship but the town clerk continues to creat (sp) a mutiny! (The other two commissioners were not available and the issue was resolved via a phone call to Calvin Giordano)
- 3/23/23- This is a formal complaint against the Town Clerk for violation of the "Code of Conduct." Her behavior at the commission meeting was in direct violation. As a reminder, she emailed everyone a copy of the code of conduct prior to the meeting and gave everyone a copy of the code prior to the netting (sp). The only one who didn't follow it was her.
- 5/16/23- I'm requesting a copy of every months (sp) credit card statements from Ashira Mohammad. Along with these statements, I'm requesting a copy of any/all reimbursement payments made to the town for when she used the towns (sp) credit card for her personal expenses.
- 5/16/23- In addition to Ashira Mohammad's credit card, I'm also requesting Stephanie Woodberry and Natasha Joseph's credit card statements and repayments to the town for personal expenses.
- 8/14/23- It has been communicated on multiple occasions that your role is primarily to post the meetings when convened by the commissioners, rather than establishing a quorum. It appears this directive may not have been clearly understood.

Town Clerk Martell advised that she continues to get a large number of public records requests and has had to enlist assistance from others to fulfill the requests. Further,

Commissioners are not charged for their public records requests, whereas members of the public are required to pay a fee.

Commissioner Jacobs advised that he received 11 emails from the Town Clerk on September 14, 2023, that he said had never received and advised that the situation is highly confusing and problematic. The Town Clerk advised that she forwarded email messages to him that had already been sent. He was not satisfied with the fulfillment of the requests, so the mayor asked him to go through the list and report what is missing. "I will take care of my own business, thank you," Commissioner Jacobs said in response to the Mayor's request.

Agenda Item 11.2- Vice Mayor Morrisette asks for apology to the clerk and to recognize that he made false accusations against Town Clerk Martell and her assistant, Ms. Reutlinger.

Commissioner Jacobs then responded by expressing that he was glad to see this back on the agenda and took the opportunity to state that the acting Town Manager lacked the ability to intervene in the actions of the Town Clerk. He advised that the last meeting was adjourned so he left, and then was locked out of chambers and the meeting continued without him. There was no indication based on the video that any doors were locked to keep him out. He apologized to Ms. Reutlinger and the residents of the Town, the county and the state, while stating that the AG's office has refused to prosecute his claims against the Town Clerk "even though wrongful and criminal actions have occurred." He advised that stands behind his complaint and commented unnecessarily that the Vice Mayor has "no understanding of the law when it comes to this."

Town Clerk Martell responded by making a statement in her own defense. She advised that his vote did not matter because it was 4-1 and that taking down a vote for him when he did not make one was an oversight on her part. She continued as follows: "The hardest part of all of this, the really sad part in all of this is that you put yourself at a different standard than to all the employees here and to all the residents. You feel that you are not accountable for anything. You feel that you can go ahead and disrespect people. You feel that you can treat them unfairly and people are gonna go ahead and agree with you. I've seen you do all of these things. All of them. And it's so sad that still to this day, you can't admit that you're the one who's wrong. I have not ever failed as a professional.

I have not ever failed as the Clerk. Ok. I have all the integrity that I possess, that I will always have and you know why? Because I am that bigger person who can come up here and tell somebody I did something wrong and I'm sorry. That's something you will never do and I'm glad you won't because it shows me and it shows everybody here what a person you are. Knowing that the ... knowing that an agent, a special agent reviewed this. It went to the Attorney General and you still...you still won't even admit that you messed up. That you were wrong. When you talk about integrity, you have none. Not one inch. And I am so glad you don't because I always thought I had so much faith in the things you said. But when you turn your back on 90% of the individuals that were here and you only supported but a few and you gave those lots and lots of pats on the back and moneys, \$30,000.00. I want you to tell your residents why, why would anyone go ahead, and first of all, it was not approved by the commission. Ok. You brought it forth five seconds before the meeting started and then you put it on consent. Not giving anybody the opportunity to even discuss it. That shows a lot of integrity. Shows a lot of fairness. So, I'm grateful that you didn't apologize because I wouldn't have accepted your apology. Because I don't care for your apology. I could care less what you think of me or anything 'cause I know who I am and I know I'm a bigger person than you will ever be."

II. Allegations Presented

Pursuant to this Investigator's communications with Commissioner Jacobs, the following allegations were presented:

Allegation #1

Pembroke Park's Town Clerk, Marlin Martell, violated the Town Employee Handbook and Town Ordinance 2023-004 by engaging in unprofessional and insubordinate conduct toward Commissioner Geoffrey Jacobs during Commission meetings between March 2023 and September 27, 2023.

Allegation #2

Pembroke Park's Town Clerk, Marlen Martell, falsely attributed the inclusion of a consent agenda item involving an expenditure of \$30,000.00 to Commissioner Geoffrey Jacobs.

III. Relevant Laws/Rules

- a. Town of Pembroke Park- Employee Handbook
- b. Town of Pembroke Park Resolution No. 2020-090 (Code of Conduct)

- c. Town of Pembroke Park Ordinance No. 2023-004 (Code of Conduct)

IV. Summary of Information Reviewed

- a. Witnesses Interviewed

- 1. **Commissioner Geoffrey Jacobs**
 - 2. **Town Clerk Marlen Martell**

- b. Documents/Videos Reviewed

- 1. Commissioner Jacobs' Email to Town Attorney Horowitz dated September 28, 2023
 - 2. Town of Pembroke Park Employee Handbook
 - 3. Town of Pembroke Park Resolution No. 2020-090
 - 4. Town of Pembroke Park Ordinance No. 2023-004
 - 5. Town of Pembroke Park job description for Town Clerk/Administrative Services Director
 - 6. Florida Statute 215.425 Re: Financial Matters: General Provisions
 - 7. Personnel Status Change for Joy Brown dated June 15, 2020
 - 8. Memo Re: Retroactive pay for Mrs. Joy Brown to Town Commission dated July 27, 2022
 - 9. Agenda for Workshop Commission Meeting on July 27, 2022
 - 10. Regular Commission Meeting minutes and video- August 10, 2022
 - 11. Agenda for Workshop Commission Meeting on October 26, 2022
 - 12. Agenda Item Report AIR-22-268-Joy Brown Salary Increase for October 26, 2022, Virtual Workshop Commission Meeting
 - 13. Special Commission Meeting Minutes for November 12, 2022
 - 14. Agenda for Special Commission Meeting on November 12, 2022
 - 15. Regular Commission Meeting video and agenda- March 8, 2023
 - 16. Emergency Commission Meeting video and agenda- March 16, 2023
 - 17. Workshop Commission Meeting video and agenda- March 22, 2023
 - 18. Regular Commission Meeting video and agenda- April 12, 2023
 - 19. Workshop Commission Meeting video and agenda- April 26, 2023
 - 20. Special Commission Meeting video and agenda- May 1, 2023
 - 21. Regular Commission Meeting video and agenda- May 10, 2023

22. Special Commission Meeting video and agenda- May 24, 2023
23. Workshop Commission Meeting video and agenda- May 24, 2023
24. Regular Commission Meeting video and agenda- June 14, 2023
25. Special Commission Meeting video and agenda- July 12, 2023
26. Special Commission Meeting video and agenda- August 1, 2023
27. Special Commission Meeting video and agenda- August 17, 2023
28. Workshop Commission Meeting video and agenda- August 23, 2023
29. Special Commission Meeting video and agenda- September 5, 2023
30. Regular Commission Meeting video and agenda- September 13, 2023
31. Workshop Commission Meeting video and agenda- September 27, 2023
32. Town of Pembroke Park Investigative Procedures
33. Agenda Item Report AIR-23-110- Public Records Requests by the
Commission
34. Commissioner Jacobs' code compliance violation notice dated October
27, 2023
35. Florida Division of Motorist Services Manufactured Housing Section re:
Mobile/Manufactured Home Repair and Remodeling Guidelines

V. Town Clerk Job Requirements

Pursuant to the Town of Pembroke Park's Job Description for the position of Town Clerk/Administrative Services Director, the Town Clerk is the "principal administrative officer for the Clerk's Office and the record keeper of the Town." The Town Clerk reports to the Town Manager and/or Commission and supervises the assistant to the Town Clerk/Administrative Services Director, Records Management Specialist and Receptionist. The position is responsible for maintaining public records, fulfilling public records requests, overseeing Town Commission meetings, and coordinating elections. The Town Clerk is additionally responsible for "any/all other administrative duties assigned by the Town Manager and/or Town Commission."

The tasks required of the Town Clerk include but are not limited to the following tasks:

1. Fulfilling public records requests.

2. Managing and ensuring the integrity of Town records in compliance with the Town's retention schedule.
3. Attending Commission meetings and ensuring meeting minutes are completed for public meetings and closed sessions.
4. Scheduling regular Commission meetings, workshops, special Commission meetings, and board meetings.
5. Creating and distributing meeting agendas.
6. Furnishing information about meetings to the public.
7. Documenting and publishing ordinances and resolutions.
8. Ensuring compliance with all applicable laws related to public records, public notices, and elections.
9. Coordinating the local election process and ensuring all standards are met in relation to the polls, election equipment, and public notices.
10. Support procurement coordination of bids, requests for proposals, and requests or qualifications.
11. Handle the collection and management of documents related to ethics filings for political candidates including campaign contributions and financial disclosures.
12. Supervise the staff in the Clerk's office and ensure maximum productivity and compliance with applicable laws and best practices.
13. Responsible for any/all other administrative duties assigned by the Town Manager and/or Town Commission.
14. Attends Town events, activities, and emergencies as needed.
15. Any/all other duties and projects assigned by the Town Commission.

VI. Findings

Allegation #1

Pembroke Park's Town Clerk, Marlen Martell violated the Town of Pembroke Park's Employee Handbook and Town of Pembroke Park Ordinance No. 2023-004 by engaging in unprofessional and insubordinate conduct toward Commissioner Geoffrey Jacobs during Town Commission meetings since March 2023.

Finding:

Pembroke Park's Town Clerk Marlen Martell did not violate the Town of Pembroke Park's Employee Handbook or Town Ordinance No. 2023-004 by engaging in insubordinate conduct toward Commissioner Geoffrey Jacobs during Town Commission meetings since March 2023. Town Clerk Martell did engage in unprofessional conduct toward Commissioner Jacobs during Town Commission Meetings between March 2023 and September 2023, in violation of the Town's Employee Handbook and Town Ordinance No. 2023-004.

This Investigator was able to discern that Town Clerk Martell has made significant efforts to conduct the responsibilities of her position as set forth in the job description for Pembroke Park Town Clerk. Town Clerk Martell is the principal administrative officer for the Clerk's Office and the record keeper of the Town, and it is apparent to this Investigator that she is experienced, she takes her position seriously and is committed to serving the Town's residents to the best of her ability. She is responsible for maintaining public records, fulfilling public records requests, overseeing Town Commission meetings, and coordinating elections. The Town Clerk is additionally responsible for "any/all other administrative duties assigned by the Town Manager and/or Town Commission."

While the Town Clerk reports to the Town Manager and/or Commission, she is not subject to the unreasonable demands of any one commissioner, especially when doing so would require her to unnecessarily and significantly deviate from conducting the duties required in her job description on a regular basis. This is clearly the case, as Commissioner Jacobs' extensive public records requests have disrupted Town Clerk Martell's ability to conduct her duties and has even required that others be called and/or hired to fulfill such requests.

The Town has an obligation to fulfill public records requests within a reasonable amount of time and no specific time limit is attached to the fulfillment of these requests. Reasonableness requires thoughtful evaluation of the current needs of the Town, the extent of the requests being made and the careful prioritization of the tasks at hand for the benefit of the residents of the Town. This Investigator has not been able to find any instances of

insubordination by Town Clerk Martell based on the extensive research that was done in preparation of this report. Town Clerk Martell created a spreadsheet of the relevant requests and to detail when and how they had been fulfilled. She also requested that Commissioner Jacobs inform her of what documents and requests he believes have not been fulfilled, so that she can comply with all of his requests.

With respect to the allegation of unprofessional conduct, this Investigator finds that Town Clerk Martell is in violation of Section 2(B)(2), Section 2(B)(4) and Section 2(B)(5) of Town Ordinance 2023-004. This Investigator also finds that Town Clerk Martell engaged in bullying in the form of verbal abuse, shouting or raising one's voice at an individual in public or private, not allowing the person to speak or express himself (interrupting) in violation of the Town's Employee Handbook. Specifically, the provisions of Town Ordinance 2023-004 and Employee Handbook were violated as stated above at Commission meetings on March 22, 2023 and September 13, 2023, during inflammatory public comments between Commissioner Jacobs and Town Clerk Martell, and on September 27, 2023, during the Town Clerk's extended comments about the Commissioner's actions, reputation and lack of integrity.

Town Clerk Martell's comments, which are detailed above, were unnecessary and were neither professional nor respectful. Further, they not directly address any Town business on the agenda. While Commissioner Jacobs' actions have undoubtedly created an emotionally-charged and frustration-filled atmosphere at Town meetings, it remains incumbent upon the Town Clerk to exercise restraint in her public actions and comments, especially when Town business and public confidence are at stake.

Allegation #2

Pembroke Park's Town Clerk, Marlen Martell, falsely attributed the inclusion of a consent agenda item involving an expenditure of \$30,000.00 to Commissioner Geoffrey Jacobs.

Finding:

Town Clerk Marlen Martell did not falsely attribute an agenda item involving an expenditure of \$30,000 to an employee in 2022 to Commissioner Geoffrey Jacobs.

During her extended comments regarding Commissioner Jacobs during the Commission meeting held on September 27, 2023, Town Clerk Martell did state that Commissioner Jacobs was responsible for a \$30,000.00 expenditure to an employee who was one of the few he supported. Based upon this investigation, it is apparent that Commissioner Jacobs is not well-liked among Town staff or employees as a result of his treatment toward them. Commissioner Jacobs included in his email to Attorney Horowitz that he had “no recollection or knowledge of this particular item” about which the Town Clerk was referencing. This Investigator interviewed Ms. Martell and reviewed the Town records relative to this issue and was able to confirm that the Commissioner did support and was involved in requesting and approving significant retroactive pay and a \$28,000.00 salary increase for former Town employee, Joy Brown.

A Memo Re: Retroactive pay for Mrs. Joy Brown to Town Commission dated July 27, 2022, was sent to the Commission by then-Police Chief Howard, which advised that since October 2021, Ms. Brown was “tasked with many responsibilities within the newly created Police Department,” while still being “charged with work in her previous positions as Events Coordinator and the Administrative Assistant to the Town Commission.” The memo advised that her previous annual salary was \$50,000 and that he believed that “Ms. Brown should receive retroactive pay which is currently \$21,155.20,” plus \$3,846.40 for the remaining pay periods, and that the “total compensation for her additional duties would be approximately \$25,001.60 for the fiscal year 2021-2022.”

Additionally, the Agenda for Workshop Commission Meeting on July 27, 2022, reflected that item 17.8 was brought on by then-Mayor Jacobs and the Regular Commission Meeting agenda for August 10, 2022, includes item 7.2 on the consent agenda regarding retroactive pay for Joy Brown, indicating that was attributed to then-Mayor Jacobs. This consent agenda was passed by the Commission 3-0, including Commissioner Jacobs. No revisions were made to these records and there is no indication that any revisions were requested.

The Agenda for Workshop Commission Meeting on October 26, 2022, included item 14.1 and Agenda Item Report AIR-22-168 re: salary increase (\$28,000 per year) for Joy Brown and under Chief Howard’s report. Then on November 12, 2022, at a Special

Commission Meeting, the minutes indicate that the consent agenda included the salary increase and was passed 3-0 by the Commission, including Mayor Jacobs.

While the amounts in question were not exactly in the amount of \$30,000.00. Town Clerk Martell advised that the actions detailed above were in fact, those that she meant to reference. As such, this Investigator finds that Town Clerk Martell did not violate any rules or codes of conduct by making the statement relative to the pay disbursement during the Town Commission meeting.

VII. Recommendations

Professionalism in public service involves maintaining a high standard of conduct, ethics, and accountability while serving the community, in spite of the inappropriate, inflammatory and offensive conduct of others. It includes treating people, regardless of their actions and positions, with respect, adhering to codes of conduct and prioritizing the public's welfare over personal interests and feelings. As such, this Investigator recommends that Town Clerk Martell be orally reprimanded for her unprofessional comments against Commissioner Jacobs as detailed above.

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February 22, 2024

Aleem Ghany, Town Manager
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023

Via email to aghany@tppfl.gov

**Re: Town Of Pembroke Park Investigation Regarding June 11, 2023, Letter of
Complaint By Police Officers**

Background

On June 12, 2023, a group of six police officers (Complainants) made an unscheduled visit to Town of Pembroke Park Manager J.C. Jimenez and Town Human Resources Director Babette Friedman. They presented an unsigned letter titled "Town Memo – June 11, 2023" (hereinafter the "Complaint") expressing concerns about Town leadership and the alleged conduct of other officers in the Town Police Department. The officers denied that they had prepared the Complaint and stated that they were given the Complaint and were simply bringing it forward. They discussed their concerns with Town Manager Jimenez and HR Director Friedman for about 20 minutes.

Within a day or two, Brian Dodge, President of the Pembroke Park Fraternal Order of Police Lodge 194, released a letter in response to inquiries he received, stating that the meeting of the six officers with Town officials on June 12, 2023, was not a sanctioned FOP meeting but instead solely expressed the views of the individual officers present. The letter further stated that the Complaint did not necessarily represent the views of all members of FOP Lodge 194 and that the lodge had not taken any "no confidence" vote regarding Town or Police Department leadership.

Allegations of the Complaint

The Complaint expressed several opinions, positions, questions, and some accusations. The issues and concerns raised in the Complaint included the following, quoted verbatim from the last ten of eleven unnumbered paragraphs of the Complaint. For ease of reference, each paragraph will be numbered for the purpose of this report. Paragraph one is the introduction and as it contains no allegations it will not be quoted here.

- ¶ 2 On May 10, 2023, the HR Director Friedman and Town Manager JC Jimenez suggested, after the [Town Commission voted to terminate Police Chief] David Howard, the Police Department be run under Co-Chiefs. We would like to know the reasons for this, as this is unheard of within any agency. This has caused dissension, tension and fear-mongering. We are committed to this agency and this community and love our Department.
- ¶ 3 The Town Manager JC Jimenez and the HR Director Friedman are contributing to [the dissention] because they have not been taking any action to rectify the issues that they are aware of. We know they have been listening to these lies and rumors and have not spoken to any other member of the agency. There are rumors you will retaliate against people for speaking out and coming forward and retaliate against Major Dabney-Donovan.
- ¶ 4 There have been numerous lies that have been spread about Major Ra Shana Dabney-Donovan that have defamed her character. We collectively support Major Dabney-Donovan.
- ¶ 5 Employee Handbook page 50 speaks about how employees are expected to refrain from repeating rumors and from creating dissension within the organization. There is a high ranking employee within our department that is violating this policy. This is against your policy and basic morals.
- ¶ 6 Lieutenant Wade Douty, along with Officer Frank/Officer Goldberg and Officer Schaeffer are causing the dissension along racial and sexist lines within the Department.
- ¶ 7 There have been several scheduled ride alongs with high ranking officials from the Town of Pembroke Park. These ride alongs have shown blatant favoritism and other members of the department have felt singled out. The ride a longs (*sic*) are taking place in unmarked vehicles and wearing tactical gear which is clearly against department policy.
- ¶ 8 Officers of the Pembroke Park Police Department feel the Town Manager JC Jimenez and HR Director Friedman are not keeping their employment promises. According to the Sun Sentinel news article, the Sheriff of Broward County stated that the Town of Pembroke Park is attempting to go back to the Sheriff's Office for their police services. We have officers that have left other departments as well as other jobs to join the Pembroke Park Police Department with the intention that they would have safe and secure jobs.
- ¶ 9 Also, we have misguided leadership and ineffective communication and morals are being disregarded. Therefore, we would like a vote of no confidence for Lt. Wade Douty. The few officers that have been constantly in the Town Manager

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and HR Director's office are too busy plotting and are not concerned with their duties of protecting and serving the community.

¶ 10 We also hear rumors of other Town Directors being part of contributing to the dissension, especially the IT Director, who we are afraid is looking into our emails and have tapped our Town phones.

¶ 11 Lastly it was stated that if police officers are seen talking to Commissioner Geoffrey Jacobs they will be fired. However, one of our own, Lt. Douty, was seen talking to him. This reflects he can do as he pleases. Our officers are in constant fear of retaliation stemming from the lies being told to the Town Manager and HR Director by other disgruntled employees that are seeking power and control.

The Complaint primarily contains rumors and unspecified accusations against Town officials and individuals within the police department and raises concerns regarding the future of the police department and its leadership. However, only some of the allegations in the Complaint potentially involve Town policies. For completeness, I have analyzed every paragraph, noting that some do not implicate any Town policy and identifying applicable Town policies when raised or potentially at issue in the allegations.

Complainants and Respondents

Complainants

Although the Complaint was unsigned, HR Director Friedman identified the six officers who met with Town Manager Jimenez and her as the following:

Dwaymon Cason (black male)
Eugene Mobley (black male)
Eva Rimmer (black female)
Jose Velazquez (Hispanic male)
Horace Vickers (black male)
Tracey Wade (black male)

These individuals were deemed to be the Complainants in the matter.

Respondents

The Complaint identified in the following police officers as responsible parties:

Wade Douty (white male)
Bradley Frank (white male)
Josh Goldberg (white male)
Brian Schaeffer (white male)

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The Complaint also identified Town Manager Jimenez and HR Director Friedman as responsible parties, although largely as being influenced by other officers, including the four mentioned above.

The Complaint made a passing reference to rumors about directors of the Town, including the IT Director, but did not identify anyone by name and contained no supported allegations.

Relevant Documents

1. Town of Pembroke Park Employee Handbook (December 2021 ed.)

A. Equal Employment Opportunity (EEO) Policy

The Town's Employee Handbook ("Handbook") includes a policy affirming the Town's commitment to non-discrimination:

The Town of Pembroke Park is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training.

The Town shall not discriminate against any employee or job applicant and prohibits discrimination against any person on the basis of race, color, sex, sexual orientation, sexual gender identity, age, religion, national origin, marital or veteran status, height, weight, disability, political affiliation, or other protected classes.

Handbook at 3.

The Handbook also confirms the Town's commitment to comply with state and federal equal employment opportunity laws, including Title VII of The Civil Rights Act Of 1964, the Pregnancy Discrimination Act, the Equal Pay Act, among others. Id.

B. Personal Conduct Policy

The Handbook contains a Personal Conduct Policy which is largely advisory and normative. Two relevant provisions are the following:

Town employees are frequently called upon to express opinions and to provide information concerning the Town government, its operations and its policies. Expressions of opinions should be carefully weighed in the light of their probable affect (*sic*) and should be based upon facts within the knowledge of the employee. A Town employee is not deprived of the

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rights of citizenship which affords the right of free speech. He should be keenly aware of responsibilities and privileges as an employee of the Town and understand that personal opinions shall often be interpreted by others as representing the official opinion of the Town.

* * * * *

Employees are expected to refrain from repeating rumors and from creating dissension within the organization.

Handbook at page 50. The latter provision is the one referenced in the Complaint.

C. Town-Provided Electronic Devices Policy

The Handbook contains an extensive set of policies on use of Town or personally owned technology. These include an Acceptable Use Policy regarding Town-provided electronic resources. This policy includes the following provision:

USER MONITORING AND PRIVACY

Users acknowledge that they have no expectation of privacy regarding their activity on TPP IT Resources.

All TPP IT Resources are always subject to monitoring and auditing. Users should expect that electronic communication may be accessed by authorized supervisors, local system administrators, Information Security, Legal and Human Resources with or without the permission of the employee. However, no other users may monitor or access IT Resources of another user without the express approval of the Chief Information Officer and Chief Human Resources Office.

Handbook at page 59.

D. Town Social Media Policy

The Town also has social media policies, including one for Town employees who use social media for personal purposes. It includes the following requirements, among others:

- Use a disclaimer such as: "The postings on this site are of my own and don't reflect or represent the opinions of the Town of Pembroke Park, for which I work."
- Always write in the first person and please consider that even anonymous postings on blogs/social media accounts can be traced.
- When participating in online communities, the employee should not misrepresent himself or any roll (*sic*) he/she may have within the Town.

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- Think twice before posting. The employee is personally responsible for the content published on blogs, Wikipedia or any other form of user-generated media. Please remember that postings on the internet, even if removed/deleted by a user, are either permanently archived or could be saved as screen shots by other users, meaning that everything an employee publishes could be visible to the world permanently. Prior to publishing any post that could make a viewer uncomfortable, employees should review and reconsider that post. If the employee remains unsure and the post is related to the Town, the employee should speak with the Public Information Officer or Human Resources Department.
- Employees should not post comments on work-related legal matters unless he/she has received written legal approval by the Town to do so.

Handbook at pages 66-67.

2. Town of Pembroke Park Investigation Procedures

The Town has established a written set of procedures for investigations of complaints made about Town employees and officers.

The purpose of this policy is to establish procedures for conducting investigations when a complaint is made about anyone who receives remuneration from the Town. If a complaint is made about a Town employee, it will be investigated internally by Human Resources. If a complaint is made about the Town Manager, Town Attorney, Human Resources Director, or Town Commission, the Town will obtain an outside investigator to investigate the complaint. Depending on the nature of the complaint, investigations of Town employees may also be conducted by an outside investigator.

Town of Pembroke Park, Investigation Procedures (“Procedures”), page 1.

The Procedures specify the individuals who should be interviewed, at a minimum.

At a minimum, the investigation must include interviews of the complainant, the alleged victim, the alleged offender(s), and all individual(s) who have been identified as those with knowledge of the alleged infraction(s). The Town will maintain the confidentiality of the complainant unless disclosure is required by law, by agreement, or is necessary to complete a thorough investigation.

Procedures, page 3.

Town procedures require that all interviews be audio-recorded.

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Procedures, page 3.

Town procedures prohibit any retaliation against individuals for filing a complaint in good faith or participating in an investigation:

The Town has a zero-tolerance policy with regard to retaliation. This applies to everyone, whether a Town employee, Manager, Human Resources Director, Attorney, or Commission member initiates a complaint, or the person is a witness to matters related to a complaint. There will be no retaliation for making a report, for cooperating in the Town's investigation, for giving a statement, or for providing any information related to an investigation or a complaint. Any person who engages in direct or indirect retaliatory conduct will be subject to discipline, up to and including termination from employment. If an individual believes that they are being retaliated against in violation of this policy, the individual must report the retaliation to Human Resources immediately. If someone from Human Resources is retaliating against an individual, the individual must report the retaliation to the Town Manager immediately.

Procedures, pages 1-2.

INVESTIGATION

During the investigation, I sought interviews with each of the individuals identified as Complainants or specifically identified as Respondents. This did not include the IT Director, as this individual was not specifically named, the allegations were purely rumors, and as discussed below, were not violations of any Town policy.

Between the time the Complaint was submitted and the Town decided to refer the case for investigation in August 2023, the four police officers identified as Respondents voluntarily resigned their employment. As a result, none of the Complainants agreed to be interviewed on the record for this investigation. The investigator received no response from Officers Dwaymon Cason and Horace Vickers. Officer Jose Velazquez advised HR Director Friedman he did not wish to participate. Officers Tracey Wade, Eugene Mobley and Eva Rimmer contacted our office but indicated that they did not want to proceed further. Officer Rimmer indicated that her concerns had been addressed.

Likewise, the four respondent former police officers did not participate in an interview. Former officer Joshua Goldberg contacted our office and declined to participate as he was no longer employed with the Town. Former officer Brian Schaeffer declined to participate in an interview but provided a written statement, which is discussed in this report. Former officers Wade Douty and Bradley Frank did not respond to our office.

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I conducted a detailed interview with HR Director Friedman prior to her resignation, and that interview provides the bulk of the factual background of this report. I scheduled an interview with Town Manager Jimenez, but he was not able to attend prior to the effective date of his resignation.

I also reviewed the YouTube video of the May 10, 2023, Town Commission meeting.

I additionally sought to interview Town Police Chief RaShana Dabney-Donovan as a witness to one specific incident. Because Eva Rimmer did not choose to provide an interview in the case, Chief Dabney-Donovan also declined to be interviewed.

SUMMARY OF INTERVIEWS, CORRESPONDENCE AND OTHER REVIEW

On May 10, 2023, the Town Commission voted 4-1 to terminate Police Chief David Howard on the recommendation of Town Manager Jimenez. After that vote, HR Director Friedman, on behalf of the Human Resources Department, recommended appointment of Major RaShana Dabney-Donovan and Lieutenant Wade Douty as co-chiefs on an *interim* basis pending recruitment of a new chief of police. The Town Commission adopted that recommendation by a 5-0 vote.

On June 12, 2023, HR Director Friedman saw a line of six police officers outside the Town Manager's office. They beckoned to her and told her they needed to meet with her and the Town Manager regarding some concerns. All of them had a copy of the Complaint in their hands. She asked them to wait while she checked if the Town Manager was available, since this was not a scheduled meeting. Town Manager Jimenez said he could meet with them and asked Friedman if she knew what the meeting was about and she told him she did not. Manager Jimenez and HR Director Friedman invited the officers into the Town Manager's office where they met.

The meeting ran about 20 minutes. One or two of the officers did most of the talking. The officers said that they did not write the Complaint, but that they were given the document. They said they were just bringing the document forward. Friedman and Jimenez asked for examples, and they all discussed a few of the issues raised in the Complaint.

Friedman noted that while the Complaint was cc'd to the Commissioners, she contacted the Commissioners afterwards and they said they had not received it. Town management also reviewed the security footage from the parking lot and observed that the officers who attended the meeting had the memos with them when they arrived. They stood together and held hands, possibly prayed, before they came into the building.

During my interview with Friedman, she provided the following information as background to the Complaint or regarding what was discussed in the meeting with the six officers regarding some of the allegations. Several of the allegations of the Complaint were not discussed during the meeting and thus will not be discussed in this summary.

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Paragraph 2 of the Complaint: Friedman confirmed that David Howard was the original police chief and that he had been terminated by Commission action on May 10, 2023. After he was discharged, the Town Commissioners made the decision to have co-chiefs. The Complaint states that Friedman and Jimenez recommended it. Friedman and Jimenez have to recommend personal changes to the Commission. Friedman as HR Director made the recommendation to appoint co-chiefs on an interim basis pending a recruitment for a new chief. The Commission adopted the co-chief recommendation by 5-0 vote. There was no discussion at the June 12 meeting, however, about the recommendation to select acting co-chiefs.

Paragraph 3 of the Complaint: The officers said in the June 12, 2023, meeting that the Police Department was very split. However, the officers did not provide any specific details of “lies and rumors” they referred to in the Complaint. They appear to have made assumptions as to what was being discussed by other officers with Town officials.

Friedman noted that there were only 14 officers total at the time, so it was a relatively small department, and there were cliques of officers. When Chief Howard was discharged and the Town selected co-chiefs, the officers “took sides.” The officers said that one side doesn’t talk to the other, which Friedman described as “normal” politics that can happen within police departments.

Friedman said that the 14 officers in the Town Police Department had primarily come from law enforcement agencies in Broward County, like Davie Police Department, Broward County Sheriff’s Office (BCSO), and a few from Miccosukee Tribal Police. The officers were spread out in terms of prior employers. The three from Miccosukee had worked together, but most of the others had not, although they may have known each other from working in the same field in the area.

Paragraph 6 of the Complaint: The officers raised one specific instance of perceived “sexism” or sex discrimination. There was one female officer in the group, Eva Rimmer. She raised an issue about shift scheduling. Officers ordinarily worked twelve-hour shifts. There was a new shift that had recently been established, a 12 p.m. - 10 p.m. shift during the day. Rimmer said she asked about assignment to the shift and was interested in it because it was a 4-day 10-hour schedule, but Town Police Department leadership gave it to a male officer Rimmer claimed was lower on the seniority list. Rimmer felt the decision was based on her gender.

At the time, the Town had the two Co-Chiefs – RaShana Dabney-Donovan, who served as administrative chief, and Wade Douty, the operations chief. Rimmer believed that Douty had made the shift decision because it was more of an operations issue. After the fact, Friedman spoke to Co-Chief Dabney-Donovan, who said that she had made the shift assignment decision, not Douty.

Paragraph 7 of the Complaint: The specific incident that the officers gave as an example of race discrimination was that Friedman and the Town Finance Director, within a week of each other, went on a ride-along with one of the police officers. They rode with the same police officer, Bradley Frank, a white officer. However, Friedman had been invited by Officer

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Frank to go on a ride-along if she wanted, and she took the invitation. While Friedman requested Officer Frank due to his invitation, she doesn't think the Finance Director requested him, but that the Finance Director was placed with the officer. The officers at the meeting interpreted that as taking sides – that Friedman and the Finance Director only wanted to ride with certain officers who happened to be white. Friedman explained that there wasn't any ill intent or discrimination involved. She confirmed that she would have been happy to ride along with any officer and in fact intended to ride with a night shift officer as well, but due to being busy with events in the Town didn't have the opportunity.

There were no comments or discussion at the June 12, 2023, meeting about the accusation regarding unmarked cars and tactical gear. Friedman said that during the ride-alongs she and the Finance Director were provided protective vests and had to sign a waiver. Friedman and the Finance Director did not request the vests; the officers provided them when they got to the vehicle. Friedman is not aware of any Department policy prohibiting their wearing of vests.

Other than these two incidents, there was no evidence provided regarding any potential acts of employment discrimination. The remaining concerns expressed were regarding the officers' feelings and perceptions without any specific events or actions being identified.

Paragraph 8 of the Complaint: This was the first time since Chief Howard's termination where officers had come in specifically to raise concerns about job security. Town officials had previously heard that officers were concerned that the Town was going to close the Police Department and go back to contracting with BCSO. Town officials answered that concern at a meeting with the Police Department shortly after Chief Howard's discharge and told them they were not planning to close the department. This Complaint was submitted a short time later. There had been no changes in Town policy regarding the Police Department.

Paragraph 9 of the Complaint: In the June 12 meeting, the officers said that the Town was only getting "one side of the story," but Friedman noted that the Town Manager is very clear about having an open-door policy. After Chief Howard was fired, Town officials met with the Police Department and told every officer "if there is anything we can do better or we're not doing, come to us. You can come to any of the Town Officials and let them know." The Police Officers were supposed to put together a list of concerns or questions, but the Town never received anything prior to the June 12, 2023, meeting. When the Police Officers visited on June 12, 2023, Friedman reminded them of that discussion and pointed out that Town leadership had not received anything before.

Paragraph 10 of the Complaint: Friedman did not recall any specifics being discussed at the June 12, 2023, meeting, but stated that there had previously been discussion or debate about how much access employees were allowed to have on the town phones. A lot of Florida cities and the State have banned TikTok from some government-issued devices over security concerns. Friedman had circulated a social media policy about what couldn't be used. There was some concern among employees about those limits – apps that couldn't be downloaded, they couldn't use the phones with full capabilities and there was concern that "IT had the phones on lockdown." However, at the time, the only thing that was being recorded was the phone's GPS

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location and the Town was archiving text messages as required by public records law. All of the officers' phones were Department-provided.

Paragraph 11 of the Complaint: Friedman stated that there was no policy or directive not to talk to Commissioner Jacobs. Friedman and Jimenez responded to this concern at the June 12, 2023, meeting with the six officers, asking them "who did the Department fire?" because no officers had been fired. She wasn't sure who they were referring to as making any directive, but no directive existed, and no one had been disciplined or fired for talking with Commissioner Jacobs.

Former Officer Brian Schaeffer's Statement:

Former Officer Brian Schaeffer provided a written statement. He stated that after a 26-year career in law enforcement with another agency he retired from, he served as a part-time officer with the Town for about six months, conducting background investigations and assisting Detective Frank with investigations.

He stated that none of the Respondents were advised of the Complaint at the time. As of mid-August, he had never heard from Interim Chief Dabney Donovan or any other town official regarding the allegations he contends were false.

Instead, he states he was advised by several of the other Respondents of the existence of the letter. He immediately sent an email to all police staff advising them that he had learned of false accusations made against him and advising all members of the department that if it continued they would be subject to disciplinary action and possible civil lawsuits. He states that he received no response from anyone including the Chief, Town Manager or HR.

Schaeffer states that he received a copy of the letter later that day from one of the other Respondents. After reading it, Schaeffer sent an email to the town and all police staff advising that he was resigning effective immediately "due to the libelous, false allegations that had been made by cowards who couldn't even sign a letter."

Schaeffer wrote that "Prior to this incident, I had very little contact with any of the accusers. I said hello once to Velazquez and several times to Mobley and Cason."

He further wrote that "I conducted portions of the background investigations for Ofc. Horace Vickers, Ofc. Tracy Wade, and Ofc. Eva Rimmer. I had brief conversations or sent emails requesting required documentation. At no time did I send emails, texts, or have telephonic or in-person conversations with those individuals other than the times listed. Nor were they ever party to conversations that I had with others. I never discussed in any way which interim chief was best for the agency with or in listening distance to those individuals. I never worked a road shift with any of the accused other than Cason for one call where we barely spoke."

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Schaeffer contends that “Everyone involved knows this was a political ploy to force the town to name Dabney Donovan as the chief over the second Interim Chief, Wade Douty, who also resigned due to these false allegations.” Schaeffer wrote that “several of the accusers advised Sgt. Frank and Ofc. Goldberg that even though they were mentioned, ‘the letter didn’t mean them’.”

Schaeffer writes that the “investigation must encompass much more than the false allegations against innocent people. It must hold Dabney Donovan accountable for Dereliction of Duty for failing to follow written policies and EEOC guidelines. It must look into who orchestrated the political coup and hold those persons accountable. Finally, it needs to do more than find the allegations to be “unfounded.’ It needs to state the truth, that they were made up with no factual basis, for political gain. Those responsible need to be disciplined and/or terminated for their behavior.”

CONCLUSIONS

As an initial point, the investigation I was authorized to conduct for the Town concerns solely the matters raised by Complainants either in the Complaint or in their June 12, 2023, discussion with Town Officials regarding potential violations of Town Policies, and in particular, allegations of discriminatory employment practices by the Town affecting these officers. This investigation does not concern any aspects of the Town’s decisions regarding management of its Police Department except as specifically raised by the Complaint or Complainants. Thus, while former officer Brian Schaeffer requests that the investigation be broadened to address the motives behind the Complaint, and the aftermath of the submission of the Complaint, these matters are outside the scope of my investigation as assigned.

Based on my review of the documents and other information identified above, I reach the following conclusions regarding the ten substantive paragraphs of the Complaint.

PARAGRAPH 2

This paragraph points out that the Town adopted co-chiefs after Chief Howard was fired and questioned why that was the case.

While the facts do indicate that Town Manager Jimenez recommended terminating Chief Howard’s contract and HR Director Friedman recommended appointment of co-chiefs among the remaining Police Department leadership, the recommendation was to appoint *interim* co-chiefs pending a recruitment for a permanent chief. Moreover, the making and adoption of the co-chief recommendation did not violate any Town ordinances or policies. Thus, even if the allegation was entirely true, instead of being partially incorrect, it would not violate any Town policies.

RESULT: UNFOUNDED - No policy violation stated or substantiated.

PARAGRAPH 3

This paragraph alleges that Manager Jimenez and HR Director Friedman listened to “lies and rumors” and “had not spoken to other officers.” It further alleges that they have taken no action “to rectify the issues they are aware of.”

The Complaint provides no details regarding this allegation and the Complainants provided no information during the meeting explaining these allegations. Nor does this paragraph implicate any specific Town policy. Town Manager Jimenez and HR Director Friedman regularly maintained an open-door policy permitting any employee to bring concerns to them as the Complainants did and had previously advised the Police Department employees to bring any concerns to their attention.

RESULT: UNFOUNDED - No policy violation stated or substantiated.

PARAGRAPH 4

This paragraph alleged that “numerous lies” have been told about Major RaShana Dabney-Donovan.

The Complaint provides no details regarding this allegation and the Complainants provided no information during the meeting explaining these allegations. There is no evidence as to who was allegedly spreading lies about then Co-Chief Dabney-Donovan and what statements were allegedly made. The Complaint also does not identify a specific policy violation and given the lack of evidence as to what statements were allegedly made and in what context, no applicable policy can be identified.

RESULT: UNFOUNDED - No policy violation stated or substantiated.

PARAGRAPH 5

This paragraph alleged that “a high ranking employee” was violating the Town Employee Conduct policy by repeating rumors and creating dissension within the Police Department.

The Complaint provides no details regarding this allegation and the Complainants provided no information during the meeting explaining these allegations. While this allegation does identify a relevant policy allegedly violated, no evidence was provided to substantiate these allegations.

RESULT: UNFOUNDED - No policy violation substantiated.

PARAGRAPH 6¹

This paragraph alleges that the four police officer Respondents are “causing the dissension along racial and sexist lines within the Department.”

Although the Complaint did not specify any details in this paragraph, it became clear during the meeting with the officers that paragraph 7 was one example of alleged discriminatory conduct, which will be addressed in that paragraph. Additionally, Eva Rimmer raised the issue of an assignment to a new shift that she wanted but did not receive.

The Town’s EEO policy prohibits discrimination on the basis of sex. Because Officer Rimmer stated that she believed she had been denied a desired shift assignment because of her sex, the claim should be examined under the legal standards for proof of discrimination claims.

Federal and Florida courts use the McDonnell Douglas Corp. v. Green standard for determining circumstantial claims of sex discrimination. In this analysis, the factfinder first determines whether the claimant has established a prima facie case of discrimination. Stevenson v. City of Sunrise, 2021 U.S. App. LEXIS 30858 *17 (11th Cir. Oct. 15, 2021). To do so, a claimant must show (1) she is a member of a protected class, in this case female; (2) she applied for and was qualified for the condition of employment sought; (3) she was denied the condition of employment sought; and (4) an individual outside her protected class was granted the condition of employment. Id. at *17-18. If the claimant provides proof of these elements, then factfinder then determines whether the employer has a non-discriminatory reason for the decision, and whether the claimant can show these reasons are unworthy of credence. Id. at *18.

In this case, Officer Rimmer did not participate in an interview, thus there is no first-hand evidence substantiating her claim of sex discrimination. Even if I credited the hearsay evidence regarding her claim relayed by HR Director Friedman, however, Rimmer’s claim is undermined because it was based on a belief that the individual making the decision was a male, when in fact, according to the information provided in the investigation, the decision was made by the female co-chief. Because Co-Chief Douty was the individual accused of making a discriminatory decision, and the investigation shows that he did not do so, the allegation of discrimination against him must be rejected.

RESULT: UNFOUNDED - No policy violation substantiated.

¹ Officer Rimmer declined to be interviewed for this investigation and stated that her concerns had been addressed. However, because an accusation was made regarding former officers by name in Paragraph 6, this report addresses the issue nonetheless.

PARAGRAPH 7

This paragraph alleges high ranking officials of the Town have gone on ride-alongs² with Town police officers showing favoritism. The Complaint does not allege any specific facts but HR Director Friedman was aware of the general facts behind the allegations. Because this allegation, broadly construed, might allege a violation of the Town Equal Employment Opportunity policy, it will be addressed.

As an initial matter, it is not clear that having a Town official conduct a ride-along with an officer constitutes an “area of employment” within the meaning of the Town Equal Employment Opportunity policy. In the absence of further information from one of the Complainants, there is no indication that conducting ride-alongs is a recognized term of employment for a Town police officer or something from which an officer would gain any tangible advantage.

Moreover, the available evidence does not support any inference that Town officials showed any favoritism on account of race or any other criteria in riding along with police officers. The evidence shows that Officer Bradley Frank invited HR Director Friedman to ride along with him and she agreed, which was the reason she chose to ride with him. There is no non-hearsay evidence as to why Town Manager Jimenez also rode with Officer Frank, but nothing in the record supports any inference that the decision was made for discriminatory reasons. There was, for example, no evidence that any of the Complainants had offered or requested a Town official to ride along with them and had been denied. The most likely explanation appears to be that Officer Frank took the initiative to make an invitation and Town officials accepted. Having Town officials ride along with an officer may have been considered prestigious, but the likelihood is that the practical result would benefit all officers on the Town police force. Further, HR Director Friedman had planned to ride along with a night shift officer who most likely would have been one of the Complainants.

There was no evidence provided that having the ride alongs conducted in unmarked vehicles or providing Town officials with a vest during the ride along violated any Town policy or procedure. HR Director Friedman was not aware of any such policies. Moreover, absent any policy prohibiting it, providing a Town official conducting a ride along with protective equipment would be a common-sense safety measure.

RESULT: UNFOUNDED - No policy violation substantiated.

² A “ride along” was described as a non-officer riding along with an officer during a regular patrol shift to gain a better understanding of how Town police officers do their job and the situations they may encounter. An official riding along is solely an observer but may be exposed to the same risks as the officer during a patrol.

February 22, 2024

Page 16

PARAGRAPH 8

This paragraph alleges that Town Manager Jimenez and HR Director Frieman were “not keeping employment promises” because of a rumor that the Town was not going to maintain their police department after Chief Howard’s termination. This allegation does not identify a Town policy allegedly being violated. Moreover, there is no evidence of written contracts or other legally binding commitments that would require the Town to continue the Town Police Department or that would create any future obligation to its police officers.

Regardless, even if the allegation had any legal merit, it would be factually meritless. Town Manager Jimenez and HR Director Friedman met with the entire police department after the Commission’s termination of Chief Howard and explained that the Town had no intention of closing its police department. Subsequent events have proven that to be true. Moreover, any decision to close the police department and to contract with Broward County Sheriff’s Office would be made by the Town Commission, not the named Town officials.

RESULT: UNFOUNDED - No policy violation stated or substantiated.

PARAGRAPH 9

This paragraph alleged that the Town Police Department had “misguided leadership” and ineffective communication” and that “morals are being disregarded.” The Complaint requests a “vote of no confidence” in Wade Douty. It further alleges that “officers that have been constantly in the Town Manager and HR Director’s office are too busy plotting” to do their jobs.

The Complaint provided no evidence to support any accusations regarding police department leadership in general or Co-Chief Douty in particular. None was raised at the June 12, 2023, meeting either. Nor did the Complaint or Complainants identify any policy violations. Instead, the officers stated that the Town officials were only hearing “one side of the story.” It was apparent from the Complaint as well as the discussion at the June 12 meeting that this portion of the Complaint was based on a concern about who would be leading the police department in the future rather than any wrongdoing or violation of Town policy. Moreover, the Complaint drew a response from the police union local over its contents.

RESULT: UNFOUNDED - No policy violation stated or substantiated.

PARAGRAPH 10

This paragraph alleges that town directors are “contributing to dissension, and states that the officers were afraid that the IT Director was “looking into our emails and have tapped our town phones.” No specific factual allegations were provided in the Complaint or at the June 12, 2023, meeting.

February 22, 2024

Page 17

HR Director Friedman stated that officers were concerned about the limitations on the use of their Town-provided phones, including bans on certain applications, and the limitations on their use for social media.

HR Director Friedman stated that at the time the only monitoring of Town-provided phones was GPS location tracking and the archiving of text messages as required by Florida public records law. These are routine and lawful practices.

Town Information Technology policies include the provision quoted above advising Town employees that they have no expectation of privacy on Town-provided devices and that the Town may monitor all Town provided IT resources. This is standard practice regarding employer-provided technology and is not unusual or improper in any respect.

RESULT: UNFOUNDED - No policy violation stated or substantiated.

Paragraph 11

This paragraph alleges that police officers were told if they were seen talking to Commissioner Jacobs, but that Co-Chief Wade Douty was seen doing so and was not fired. It also alleges that officers are in fear for their jobs due to similar reasons as stated in paragraph 3 of the Complaint.

When this issue was raised at the June 12 meeting, Town Manager Jimenez and HR Director Friedman asked the officers “who did the Department fire?” There had been no directive not to talk to the Commissioner and no one had been disciplined for doing so.

RESULT: UNFOUNDED - No policy violation stated or substantiated.

In summary, the allegations contained in the Complaint are a mix of various individual concerns as well as a group concern about the future of the Town police department and its leadership. While the Complaint makes a number of accusations, most do not implicate a Town policy violation. Those that might constitute Town policy violations if proven are not supported sufficient evidence either in the Complaint or in the information provided by the officers in the June 12, 2023, meeting. As none of the Complainants provided interviews or statements in support of the Complaint, the available evidence does not support any of the alleged policy violations.

February 22, 2024
Page 18

RECOMMENDED DISPOSITION

Based on Town Investigation Procedures, upon conclusion of an investigation, the Town is to make a determination as to whether or not further disciplinary action should be taken or charges filed. While none of the Respondents remain employed by the Town, and thus no disciplinary action can be taken, it is this investigator's recommendation that no further action of any kind adverse to the Respondents be taken, and that the Respondents be considered exonerated from any applicable allegations of the Complaint.

Sincerely,

BUSH GRAZIANO RICE & HEARING, P.A.

Frank E. Brown

Frank E. Brown

FEB:

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.

WHEREAS, the Town Commission adopted its 2023-2024 Fiscal Year Budget effective October 1, 2023; and

WHEREAS, the Town passed Resolution No. 2023-021 to operate, maintain and improve the PEMBROKE PARK Stormwater System: and,

WHEREAS, the Town has identified certain Capital Improvements during a Commission Workshop meeting held on February 28, 2024; including the 25th Street Stormwater capital improvement project Phase 1 that commenced in May 2015 and needs to be priority project in this Fiscal Year: and,

WHEREAS, Staff have recommended completing the 25th Street Stormwater Capital Improvement Project Phase 1 and needs to be priority project in this Fiscal Year: and,

WHEREAS, the Town has identified potential cost reimbursements funds from the Broward County Surtax Fund which may reimburse the Town once improvements have started: and,

WHEREAS, the Town Commission has determined that it is in the best interest of the residents of the Town of PEMBROKE PARK to amend the 2023-2024 Fiscal Year Budget through the adjustments set forth in the attached Exhibit 1.

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

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2. That the Amendment of funding to the 2023-2024 Budget for the Town’s Stormwater Fund (Fund 401) for the Fiscal Year beginning October 1, 2023, and as set forth in Exhibit 1 is adopted and authorized as an Amendment to the Stormwater Fund of the Town of PEMBROKE PARK, Florida for Fiscal Year 2024.

Section 3. This Resolution shall become effective upon its passage and approval.

Resolution No. 2024-004

DONE AND ADOPTED by the Town Commission of the Town of PEMBROKE PARK,
Florida, this **13th** day of **MARCH 2024**.

Ashira Mohammed, Mayor

ATTEST:

**REVIEWED FOR LEGAL
SUFFICIENCY**

MARLEN D. MARTELL
Town Clerk

JACOB G. HOROWITZ,
Interim Town Attorney
Town of PEMBROKE PARK

Resolution No. 2024-004

EXHIBIT 1

**FUND 401 – STORMWATER FUND
AMENDMENT TO
FY 2024 BUDGET**

The following item is an amendment to the existing FY 2024 Stormwater Fund Budget to recognize an additional *Appropriation for the SW 25th Street Project Phase 1 Funding:*

REVENUES

Account Number	Description	Amount
401-000000-271001-00-0000	Appropriation from Reserve	<u>\$2,600,000</u>
Total Revenues		<u>\$2,600,000</u>

EXPENDITURES

Account Number	Description	Amount
401-941002-693200-00-3355	S.W. 25 th Stormwater Impr.	<u>\$2,600,000</u>
Total Expenditures		<u>\$2,600,000</u>

AGENDA ITEM REPORT



To:

Subject: S.W. 25th Street Stormwater Drainage Improvements - Craig A. Smith & Associates (Discussion)

Meeting: 02 28 2024 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Feb 28 2024

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

ATTACHMENTS:

[2309_001](#)

[2311_001](#)

[2312_001](#)

[2310_001](#)

[2314_001](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Feb 20 2024
Jacobs Horowitz, Interim Town Attorney	Approved - Feb 22 2024
Christian Noel, Accounts Payable	Pending
Marlen Martell, Town Clerk	None

FISCAL YEAR
2020 | **MUNICIPAL SURTAX**
CAPITAL PROJECTS PRIORITIES

Broward **MPO**
Metropolitan Planning Organization



Municipality	Pembroke Park
Project ID	PPRK-002
Project Name	S.W. 25th St. Stormwater Impr. (Ph II)
From Location	
To Location	
Work Mix	Resiliency Improvements
Phase	Construction
Fiscal Year 2020 Recommendation	YEAR 1 - Construction
Recommended Phase Funding	\$1,075,115
City Submitted Information	

Project Description

Storm water improvements include drainage structures, storm water piping, an exfiltration water quality system, and a connection to Park Road's storm water system. These improvements are a rehabilitation and upsizing of an existing drainage system.

Project Scope

This is primarily a roadway drainage project adding drainage on Southwest 25th Street from 31st Place to Patrick Behan Park and into a new outfall into the lake. It also intercepts and picks up drainage on Park Road at 25th Street to reduce flooding. Secondly it will include roadway restoration of damages from continual flooding. The drainage includes a pump station, gravity drainage and force main.

Project Objective

The town has had a problem with drainage since the DOT built I-95 and raised Hallandale Beach Blvd. and Pembroke Rd. blocking all natural outfalls for drainage from the Town. These improvements will enable the water to be transferred to Lake Trinity which has a pumped outfall. It would be cost prohibitive to raise all the roadways, businesses, and residents to allow natural flow to resume.

Estimated Project Cost	\$1,075,000
Project Type	Stormwater/Resiliency
Primary Work Mix	
Secondary Work Mix	
Has design been completed?	Yes
If Design completed, what percent?	30
Is right-of-way required?	No
Has right-of-way/utility relocation coordination occurred?	
Point of Contact - First Name	Todd
Point of Contact - Last Name	Larson
Point of Contact - Phone	954-966-4600
Point of Contact - Email	tlarson@townofpembrokepark.com

Construction Readiness Review

Detailed budget provided?	Yes
Project timeline provided?	Yes
Is the project ready to submit for permits?	Yes

Readiness Review Comments:

City provided plans and a detailed cost estimate for the proposed improvements and have communicated that they are in the process of permitting the improvements. Project entails installation of drainage improvements within public ROW to address drainage deficiencies occurring in the project area. The City provided detailed plans and a cost estimate for the improvements. The cost estimate is in line with current industry pricing.

The Municipal Surtax Capital Project Overview was prepared by the Broward MPO in partnership with the municipalities in Broward County. All project information was provided by the municipalities. Projects were provided by Broward County and were contained in the Surtax Plan approved by the voters in November 2018. Project review comments were based on the information provided by the municipalities.

Project Name
S.W. 25th St. Stormwater Impr. (Ph II)

PPRK-002



Legend

PPRK-002

Municipality

Unincorporated

Municipality: Pembroke Park

FROM:
TO:

Note: The Municipal Surfactant Project Map was prepared by the Broward MPO Surfactant Services. The location information was provided by the municipality.

Stephanie Woodbury

From: Tom Positano
Sent: Thursday, February 22, 2024 3:01 PM
To: Stephanie Woodbury
Subject: FW: 25th Street Project Funding and Scope Timeline

Add to 25th St.

From: Daniel Shonk <DShonk@craigasmith.com>
Sent: Tuesday, February 13, 2024 11:54 AM
To: Tom Positano <tpositano@tppfl.gov>
Cc: Aleem Ghany <aghany@tppfl.gov>
Subject: 25th Street Project Funding and Scope Timeline

Tom,

I meet with frank regarding this details and timeline of the progression of this project, which I have outlined below.

- May/2015: Scope: Project # 15-1854 Project Storm Water Modeling project
- 2015: Project # 15-1854 A: Scope: Behan Park outfall Segment, no lift station. Phase 1: Approx. 300 LF Storm Sewer design and install Phase 1 (This was bid but never made it to construction. Maybe no bids received) Construction Cost Estimate: \$148,758.65
- 2016: Project # 15-1854 B: Scope to Rebid: The Phase I improvements described above were permitted and bid. The project bid opening was held on May 26, 2016 and the resulting bids received were higher than the available funding allocated for Construction. As a result, the Town and GAS agreed to reduce and modify the scope of the project in order to re-bid the project.
- 2017: Project # 17-1854: Scope: Expand the scope to Model the entire 14 acres, This proposal will also include design plan modifications to address the Phases of the project to be consistent with the current available funding. The original Phase I limit currently depicted in the Engineering Plans for proposed work from the Behan Lake outfall and extending through Behan Park up to SW 25 street will remain unchanged. The Phase II limits will be modified in the current plans to include the proposed work between SW 25 Street/Behan Park (Station 21 + 76) and extend easterly approximately to Station 26+00 (located in front of the existing storm water pump station just west of Park Road). Phase III limits will be added to the current plans to depict the limits on SW 25 Street between Park Road (Station 26+00) and Park Lane.

The following will not be part of this proposal. Through field investigations with CAS representatives and the Town, it was determined that portions of SW 25 street will need to re-graded to address potential ponding issues. This regrading work will be done as part of the Phase III future work. In the meantime the proposed roadway work in Phase II will include one lift of temporary asphalt. Engineers Cost Estimate: \$500,000 in 2017.

- 2021: Project # 2190-1LS: Scope: Added lift station to the projected. Added complete build out of the 14 acres drainage basin collect structures located on John P Curci Dr, Park Rd, Park Lane, SW 27th Street, and Bryan Road. The preliminary estimated construction budget for this project is \$1,500,000.00; Later updated to \$1,750,000.00.

2023 July: Updates: Cost Estimated revisited to account for bike paths, street widening, and inflation for Grant applications. FDOT bid tab utilized to calculate road restoration and drainage structure cost. Estimated Construction and Construction Observation Cost:

25th Street Drainage Project

Engineers Construction Estimate: \$5,950,000

Engineering/Construction Cost:	Management/Project	Management/Construction	Inspection
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Task A: Pump Station Electrical Service Fee	\$5,000
Task B: Construction Meetings	\$3,750
Task C: Engineering Shop Drawing Review	\$9,360
Task D: Engineering Services During Construction	\$60,840
Task E: Construction Inspection/Construction Observation	\$195,000

Total Engineering/CM/PM/CI Cost	\$273,950
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Total Project Cost:	\$6,243,950
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I hope this helps, I will call and discuss.

Sincerely,

Daniel E. Shonk, PE, SI

Project Manager

CRAIG A. SMITH & ASSOCIATES

1425 East Newport Center Dr

Deerfield Beach, FL 33442-7728

Office: 561.314.4445, Ext. 6105

Cell: 954-815-9109

www.craigasmith.com

dshonk@craigasmith.com

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.

	Fund Value				
Fund Balance (Unassigned)	General	Building	Sewer	Stormwater	Total
Audit FY2022	\$ 5,385,766	\$ 1,053,672	\$ 6,113,618	\$ 7,889,443	
Less FY2023 Adjustments	-	-	(501,755)	(103,198)	
Less FY2024 Est Change	(2,773,872)	(378,791)	(972,765)	(328,623)	
Less Estimated Cap/Budget		(10,000)	(16,724)	(1,582,969)	
Estimated Reserves	<u>\$ 2,611,894</u>	<u>\$ 664,881</u>	<u>\$ 4,622,373</u>	<u>\$ 5,874,653</u>	<u>\$13,773,802</u>
	19%	5%	34%	43%	

S.W. 25th Street Project Funding Phase 1 (\$3.3 Mil)

Surtax Funded	\$1,272,115.00
11.9% Cost Escalation Requested	<u>\$151,382.00</u>
New Surtax Total	\$1,423,497.00
Stormwater Fees	\$1,876,503.00
CSLIP	TBD



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD • (954) 966-4600 • FAX (954) 966-5186

MPO-CSLIP Projects 2019 SW 52nd Avenue and S Park Road Bicycle Path and Sidewalk Improvements

FDeT

448287-1

Background:

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,100 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town of Pembroke Park has an immediate need for several road improvements throughout its Town, and wants to utilize Broward Metropolitan Planning Organization's (MPO) new program to fund qualifying Town's significant projects under the Complete Streets and other Localized Initiatives Program (CSLIP). The Town is proposing one Broward MPO CSLIP Project for bicycle path and sidewalk improvements at SW 52nd Avenue, and at S. Park Road, both minor collector roadways.

Objectives:

The main purpose to construct bicycle path and sidewalk improvements that will enhance the safety and protection of the Lake Forest and Watkins Elementary School students who walk along SW 52nd Avenue on their way to school in the morning and on their way home in the afternoon. And, to improve the condition of the sidewalks east side of S. Park Road and thereby provide a safer route for pedestrians and bicyclists to travel.

Scope of Work:

The project includes:

South Park Road

- Drainage adjustment for lost swale areas
- Resurfacing to adjust road grades
- Construction of missing sections of sidewalks along the east side, and repair of existing sidewalks along east and west sides
- New bike path along the west side of the road and shared bike path with travel lane on the east side of the road.

52nd Avenue

- Construction of missing sections of sidewalks, and repair of existing sidewalks along east and west sides of the road
- New bike paths along the east side and west sides of the road.

Project Elements:

ADA compliant sidewalks – construct with ADA pavement and grade

Bike lanes – construct 5 feet wide on either side of the road, except where ROW is narrower

Crosswalk – will be added on S Park Road and 25th Street for school bus stop

Drainage – connection and improvement to the sewer main on S Park Road

Landscape –sod will be added or replaced along the roads

Sidewalks – construct 5 feet wide ADA compliant sidewalks, except where ROW is narrower

Cost Estimate of Project

The project for the bike paths and sidewalk improvements is estimated at **\$3,207,753**.

Location of Project:

The sidewalks, bicycles paths, and road improvements work will be located along the east and west sides of SW 52nd Avenue extending south to County Line Road; and on S. Park Road from Hallandale Beach Boulevard extending north to Pembroke Road.

Park Road & SW 25th Street (Looking South)



SW 52nd Avenue (Looking North)



This project includes no:

- Technical analysis
- Broward MPO endorsed corridor study
- Adjacent project to any upcoming or currently underway projects



MEETING MINUTES

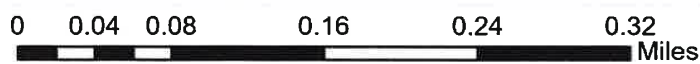
Pre-Kick-Off Meeting Town of Pembroke Park

Tuesday July 19th, 2023 | 10:00 AM – 11:00 AM | Meeting called by FDOT via Microsoft Teams

ALL MEETING COMMENTS ARE IN RED

#	ITEM OF DISCUSSION	EXPECTATIONS																
1.	Introduction	Attendees Sabrina Aubery (FDOT Program Administrator Engineer) Mya Williams (FDOT Local Program Administrator) Landy Ductan (FDOT Local Program Coordinator) Ghany Aleem (Town of Pembroke Park) Lowell Clary (MTECC)																
2.	Project Scope & Limits	448287-1 PEMBROKE PARK VARIOUS LOCATIONS <table><tr><th>Project Scope</th><th>Project Limits</th></tr><tr><td>CONSTRUCTION OF BICYCLE LANES, MISSING SIDEWALKS, MILLING & RESURFACING</td><td>SW 52ND AVE FROM COUNTY LINE TO WEST HALLANDALE BEACH BLVD SOUTH PARK ROAD FROM HALLANDALE BEACH BLVD TO PEMBROKE ROAD</td></tr></table> <i>Town of Pembroke Park has confirmed both the project scope and limits are listed correct.</i>	Project Scope	Project Limits	CONSTRUCTION OF BICYCLE LANES, MISSING SIDEWALKS, MILLING & RESURFACING	SW 52 ND AVE FROM COUNTY LINE TO WEST HALLANDALE BEACH BLVD SOUTH PARK ROAD FROM HALLANDALE BEACH BLVD TO PEMBROKE ROAD												
Project Scope	Project Limits																	
CONSTRUCTION OF BICYCLE LANES, MISSING SIDEWALKS, MILLING & RESURFACING	SW 52 ND AVE FROM COUNTY LINE TO WEST HALLANDALE BEACH BLVD SOUTH PARK ROAD FROM HALLANDALE BEACH BLVD TO PEMBROKE ROAD																	
3.	Funding	<table><tr><th>Fiscal Year</th><th>Phase</th><th>Phase Total</th><th>Funding Type</th></tr><tr><td>2025</td><td>Procurement of Professional Services -Design</td><td>\$398,155.00</td><td>Federal</td></tr><tr><td>2027</td><td>Construction</td><td>\$2,311,408.00</td><td>Federal</td></tr><tr><td>2027</td><td>Procurement of Professional Services -CEI</td><td>\$199,077.00</td><td>Federal</td></tr></table>	Fiscal Year	Phase	Phase Total	Funding Type	2025	Procurement of Professional Services -Design	\$398,155.00	Federal	2027	Construction	\$2,311,408.00	Federal	2027	Procurement of Professional Services -CEI	\$199,077.00	Federal
Fiscal Year	Phase	Phase Total	Funding Type															
2025	Procurement of Professional Services -Design	\$398,155.00	Federal															
2027	Construction	\$2,311,408.00	Federal															
2027	Procurement of Professional Services -CEI	\$199,077.00	Federal															

PHASING PLAN



Legend:
 Phase 1 —
 Phase 2 —

BROWARD COUNTY
Surface Water Management License
No. SWM2022-085-0
Date 9/21/2022

SW 25TH STREET STORMWATER IMPROVEMENTS

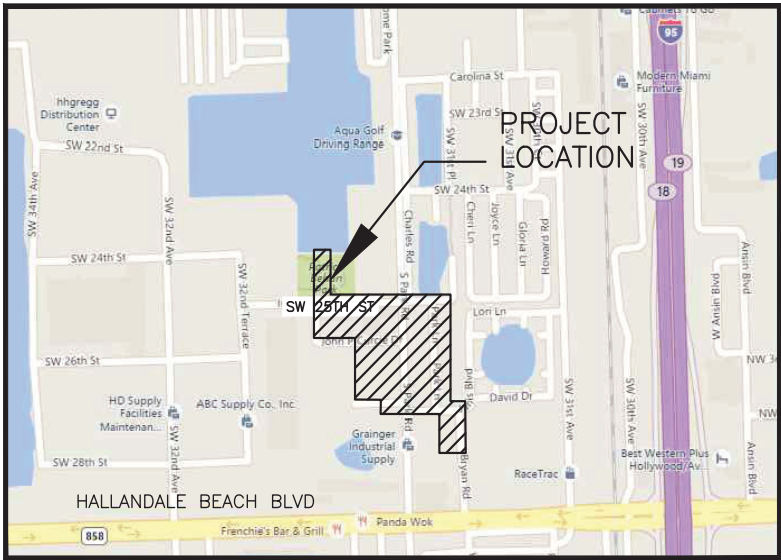


BOARD OF COMMISSIONERS	
MAYOR	GEOFFREY JACOBS
VICE MAYOR	REYNOLD DIEUVEILLE
CLERK COMMISSIONER	WILLIAM R. HODGKINS

BCWWS NOTES:

1. WWS APPROVAL OF THIS SET OF DRAWINGS IS RELIANT UPON THE DRAWINGS CLEARLY SHOWING ALL EXISTING AND PROPOSED UTILITY STRUCTURES, ASPHALT, PAVING, LANDSCAPING, WALLS, FENCES, UNDERGROUND PIPING, UNDERGROUND STRUCTURES, DUCT BANKS, TRANSFORMERS, POLES, STORM WATER STORAGE AREAS, PAVERS, ELECTRIC CABLE, OTHER UTILITIES FACILITIES WITHIN RIGHTS OF WAY, AND EXISTING AND PROPOSED POTABLE WATER/ RECLAIMED WATER/ WASTEWATER EASEMENTS. WWS HEREBY AUTHORIZES ONLY THE ITEMS SHOWN ON THESE DRAWINGS TO BE WITHIN SAID POTABLE WATER/ RECLAIMED WATER/ WASTEWATER EASEMENTS.
2. RECORD DRAWINGS SHALL INCLUDE COLOR PHOTOGRAPHS OF ALL CONNECTIONS TO EXISTING WWS INFRASTRUCTURE AS WELL AS ALL CRITICAL UTILITY CROSSINGS AND WHERE SPECIFICALLY REQUIRED ON THE DESIGN DRAWINGS. ALL PHOTOGRAPHS INCLUDED IN THE RECORD DRAWINGS WILL ALSO BE PROVIDED TO WWS IN JPEG FORMAT ON CD OR DVD MEDIA. SEE "MINIMUM DRAWING REQUIREMENTS FOR PIPING PROJECTS" FOR DETAILS.
3. WHERE NECESSARY ALL VALVE BOXES TO BE ADJUSTED TO PROPOSED GRADE. VALVES SHALL BE FLUSH WITH NEW PAVEMENT AND BRASS TAGS REINSTALLED PER DETAILS.

LOCATION MAP



ALL PLAN ELEVATIONS ARE REFERENCED IN NAVD '88
(NGVD '29 = NAVD '88 + 1.55')

SHEET INDEX

NUMBER / SHEET		DESCRIPTION
00	G-00	COVER SHEET
01	G-01	KEY SHEET & SITE PLAN
02	V-01	SURVEY LEGEND, NOTES & ABBREVIATIONS
03 - 07	V-02 - V-07	MAP OF SPECIFIC PURPOSE SURVEY
08	C-01	CIVIL ABBREVIATIONS, INDEX & LEGEND SHEET
09 - 10	C-02 - C-03	GENERAL NOTES
11 - 15	C-04 - C-08	DEMOLITION PLAN
16 - 28	C-09 - C-21	PLAN AND PROFILE
29	C-22	PUMP STATION SITE PLAN
30	C-23	PUMP STATION DETAIL PLAN
31	C-24	PROFILES (UTILITY RELOCATION)
32 - 36	C-25 - C-29	PAVEMENT MARKING AND SIGNAGE *
37 - 38	C-30 - C-31	CONTROL STRUCTURE DETAILS *
39 - 45	C-32 - C-38	STANDARD DETAILS *
46 - 47	E-01 - E-06	ELECTRICAL PLANS *

* NOTE: SHEETS C-25 TO C-33, SHEETS C-35 TO C-38, AND SHEETS E-01 TO E-06 ARE NOT FOR BCWWS APPROVAL

PREPARED FOR:

TOWN OF PEMBROKE PARK
PROJECT No. 21-2190

NO.	DATE	REVISION	BY
3	05/13/22	PERMITTING AND ENG'S REVISIONS	FV
2	04/21/22	ENG'S REVISIONS	FV
1	02/09/22	PERMITTING REVISIONS	FV

FINAL PLANS



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



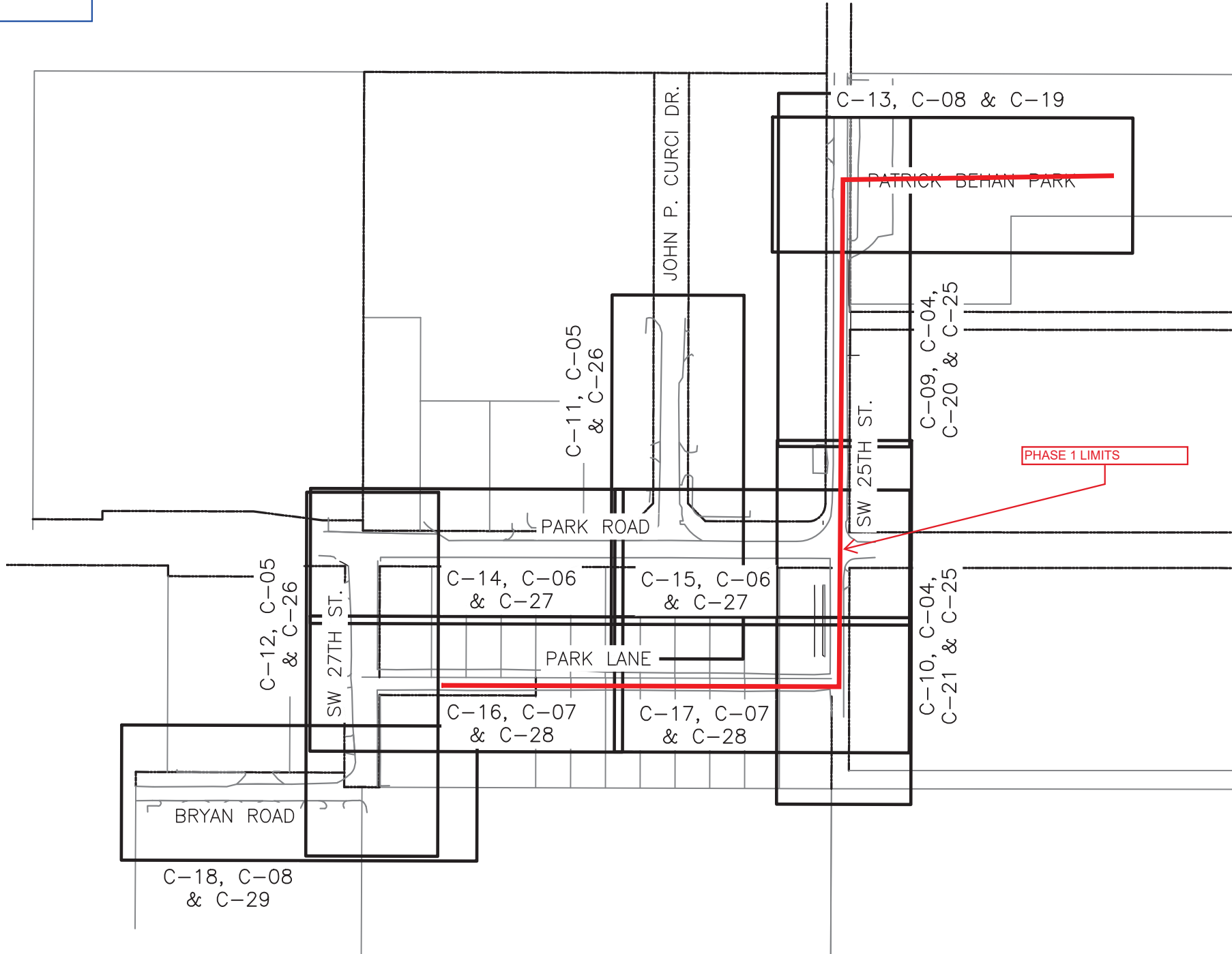
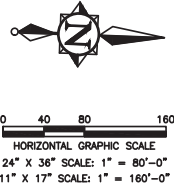
FILE NAME: 00-2190-G-00-COVR.dwg

FRANK VILAR, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 55459.
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY FRANK VILAR, P.E. ON THE DATE INDICATED HERE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

EXHIBIT - 3

P:\Cities_Villages_Towns\Pembroke_Park\21-2190-IL5-PEM-PK-SW25th\PLANS\00-2190-G-01-KEY.dwg, 7/25/2022 9:45:51 AM, mnamfo, 1:2

BROWARD COUNTY
Surface Water Management License
No. SWM2022-085-0
Date 9/21/2022



FINAL PLANS

1	02/09/22	PERMITTING REVISIONS	FV
NO.	DATE	REVISION	BY

Date: 09/01/21
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Drawn: OM
Checked: SCS

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CONSULTING ENGINEERS-PLANNERS-SURVEYORS
21045 COMMERCIAL TRAIL
BOCA RATON, FLORIDA 33486
TEL: 561-985-1110
FAX: 561-985-1111
CERTIFICATE NO. 00001110

PREPARED FOR:
TOWN OF
PEMBROKE PARK
BROWARD COUNTY, FL

SW 25TH ST. STORMWATER
IMPROVEMENTS
KEY SHEET
& SITE PLAN

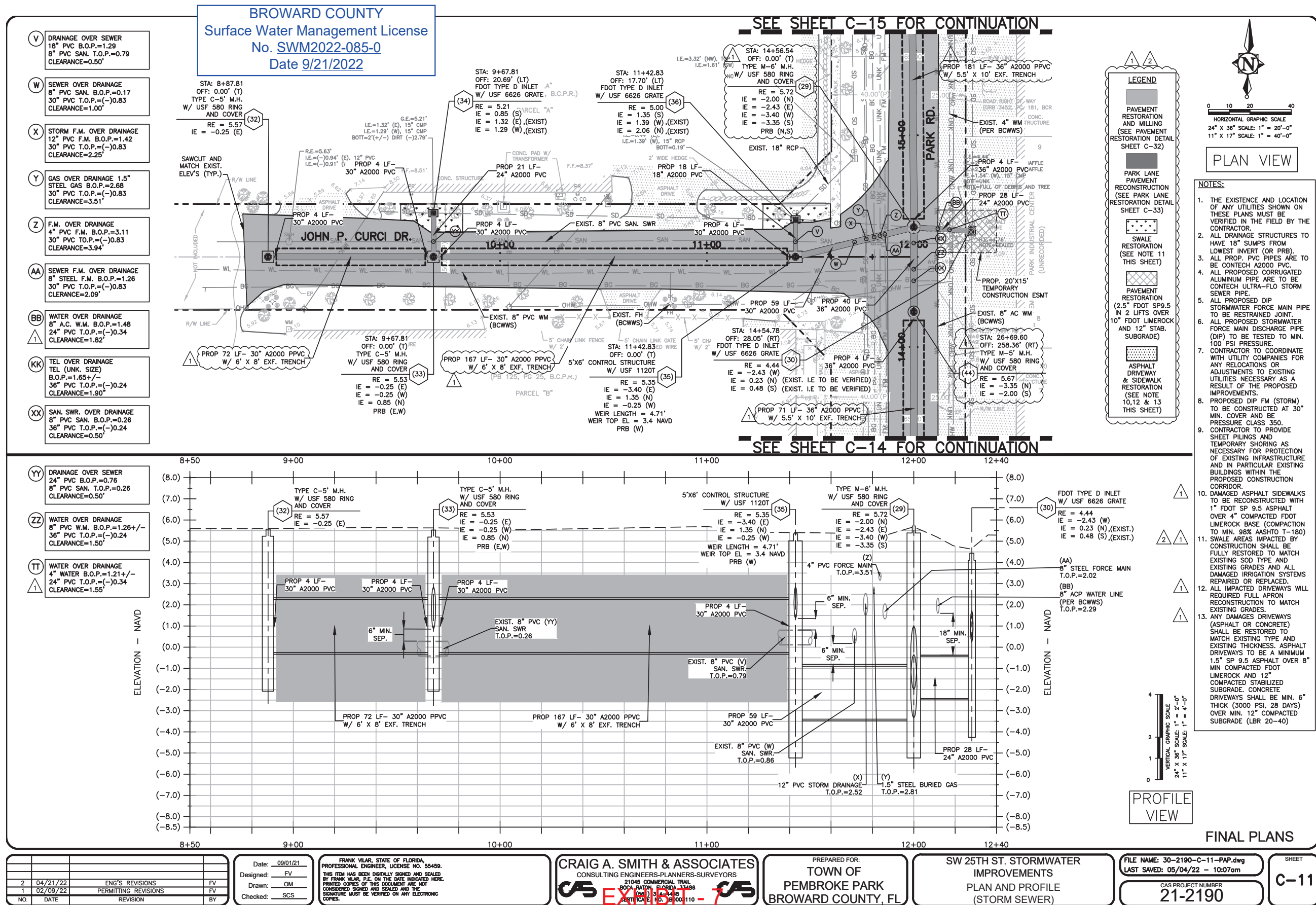
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LAST SAVED: 06/20/22 - 10:21am
CAS PROJECT NUMBER
21-2190

SHEET
G-01





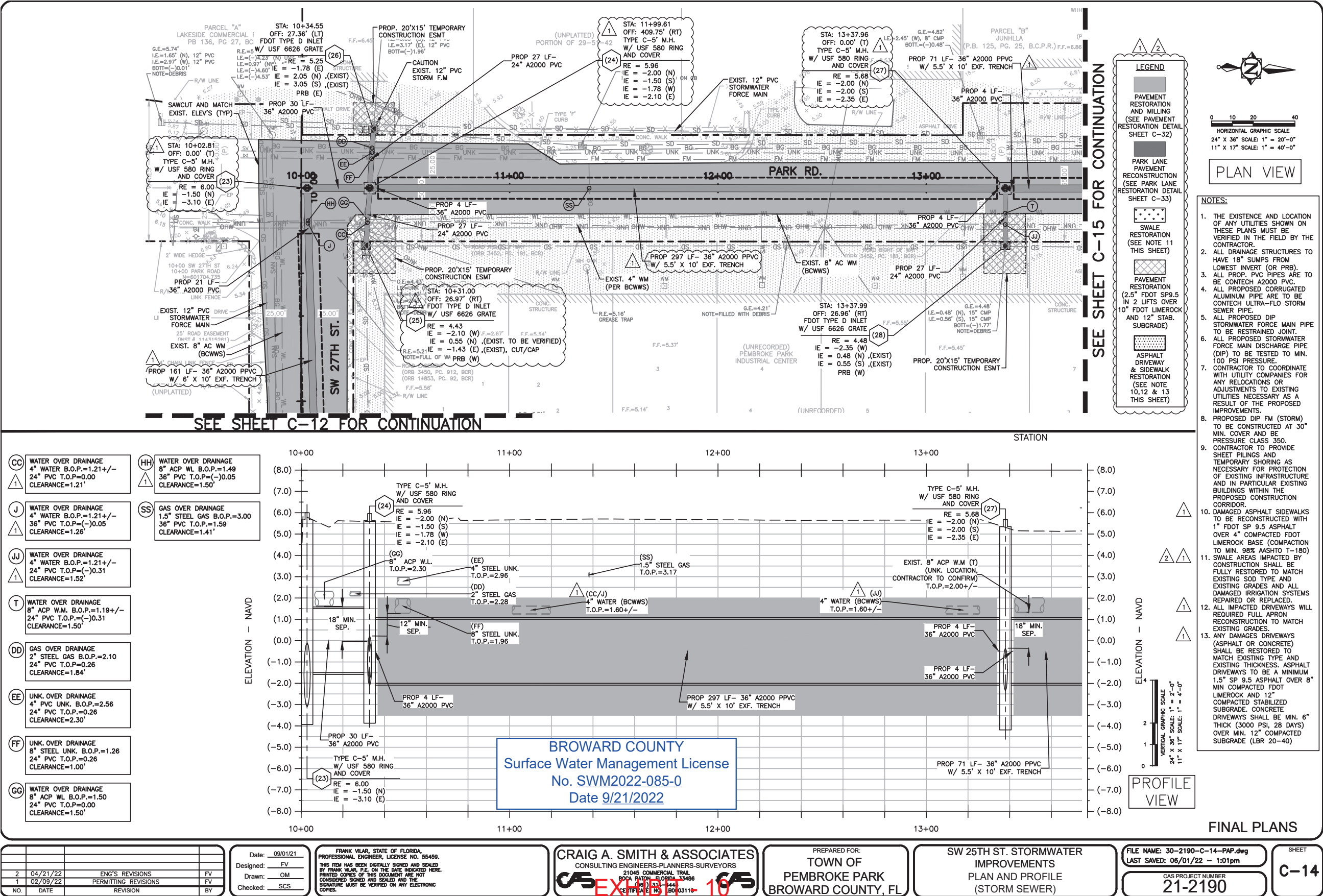
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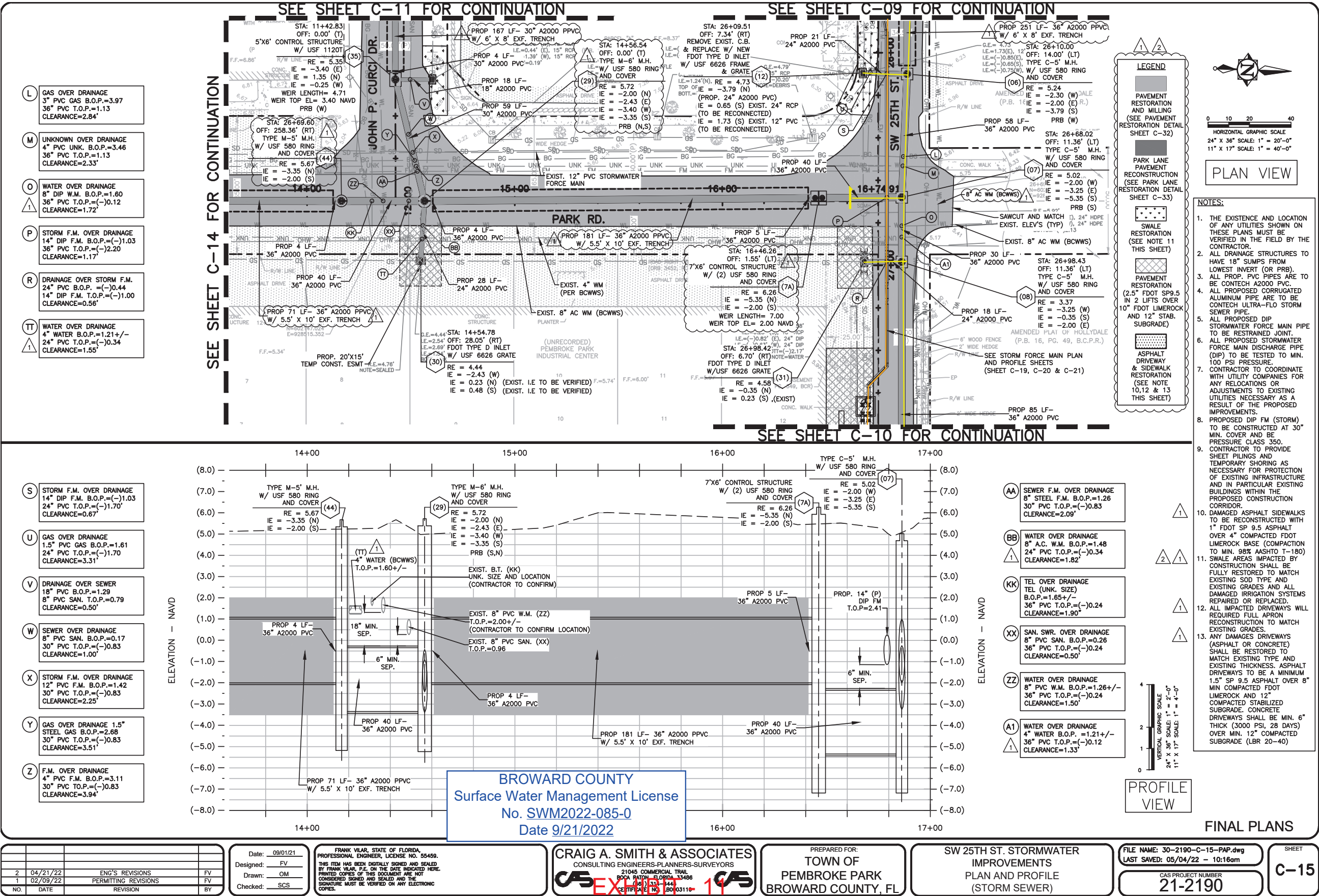


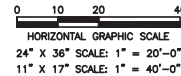
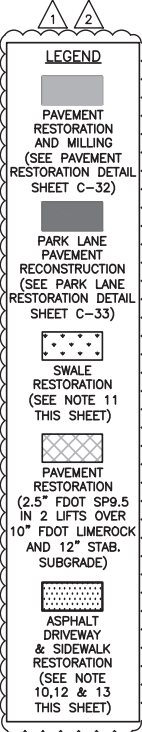


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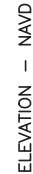
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PLAN VIEW

- NOTES:**
1. THE EXISTENCE AND LOCATION OF ANY UTILITIES SHOWN ON THE PLANS MUST BE VERIFIED IN THE FIELD BY THE CONTRACTOR.
 2. ALL DRAINAGE STRUCTURES TO HAVE 18" SUMPS FROM LOWEST INTERIOR (OR PRB).
 3. ALL PROP. PVC PIPES ARE TO BE KITCH A200 PVC. ALL PROPOSED CORRUGATED ALUMINUM PIPE ARE TO BE CONTECH ULTRA-FLO STORM SEWER PIPE.
 5. ALL PROPOSED DIP STORMWATER FORCE MAIN PIPE TO BE RE-RESTRAINED JUNT.
 6. ALL PROPOSED STORMWATER FORCE MAIN DISCHARGE PIPE (DIP) TO BE TESTED TO MIN. 100 PSI PRESSURE.
 7. CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES FOR ANY RELOCATIONS OR ADJUSTMENTS TO EXISTING UTILITIES NECESSARY AS A RESULT OF THE PROPOSED IMPROVEMENTS.
 8. PROPOSED DIP FM (STORM) TO BE CONSTRUCTED AT 30" MIN. COVER AND BE PRESSURE CLASS 350.
 9. CONTRACTOR TO PROVIDE SHEET PILING AND TEMPORARY SHIELDING AS NECESSARY FOR PROTECTION OF EXISTING INFRASTRUCTURE AND IN PARTICULAR EXISTING BUILDINGS WITHIN THE PROPOSED CONSTRUCTION ZONE.
 10. DAMAGED ASPHALT SIDEWALKS TO BE RECONSTRUCTED WITH 1" FDOT SP 9.5 ASPHALT OVER 4" COMPACTED FDOT LIME ROCK BASE (COMPACTION TO MIN. 98% AASHTO T-180)
 11. SWALE AREAS IMPACTED BY CONSTRUCTION SHALL BE FULLY RESTORED TO MATCH EXISTING SOD TYPE AND EXISTING GRADES AND ALL DAMAGED IRRIGATION SYSTEMS REPAIRED OR REPLACED.
 12. DAMAGED DRIVEWAYS WILL REQUIRE FULL APRON RECONSTRUCTION TO MATCH EXISTING GRADES.
 13. ANY DAMAGES DRIVEWAYS (ASPHALT OR CONCRETE) SHALL BE RESTORED TO MATCH EXISTING TYPE AND EXISTING THICKNESS. ASPHALT DRIVEWAYS TO BE A MINIMUM 1.5" SP 9.5 ASPHALT OVER 8" MIN COMPACTED FDOT LIME ROCK AND CORROGATED STABILIZED SUBGRADE. CONCRETE DRIVEWAYS SHALL BE MIN. 6" THICK (3000 PSI, 28 DAYS) OVER MIN. 12" COMPACTED SUBGRADE (LBR 20-40)

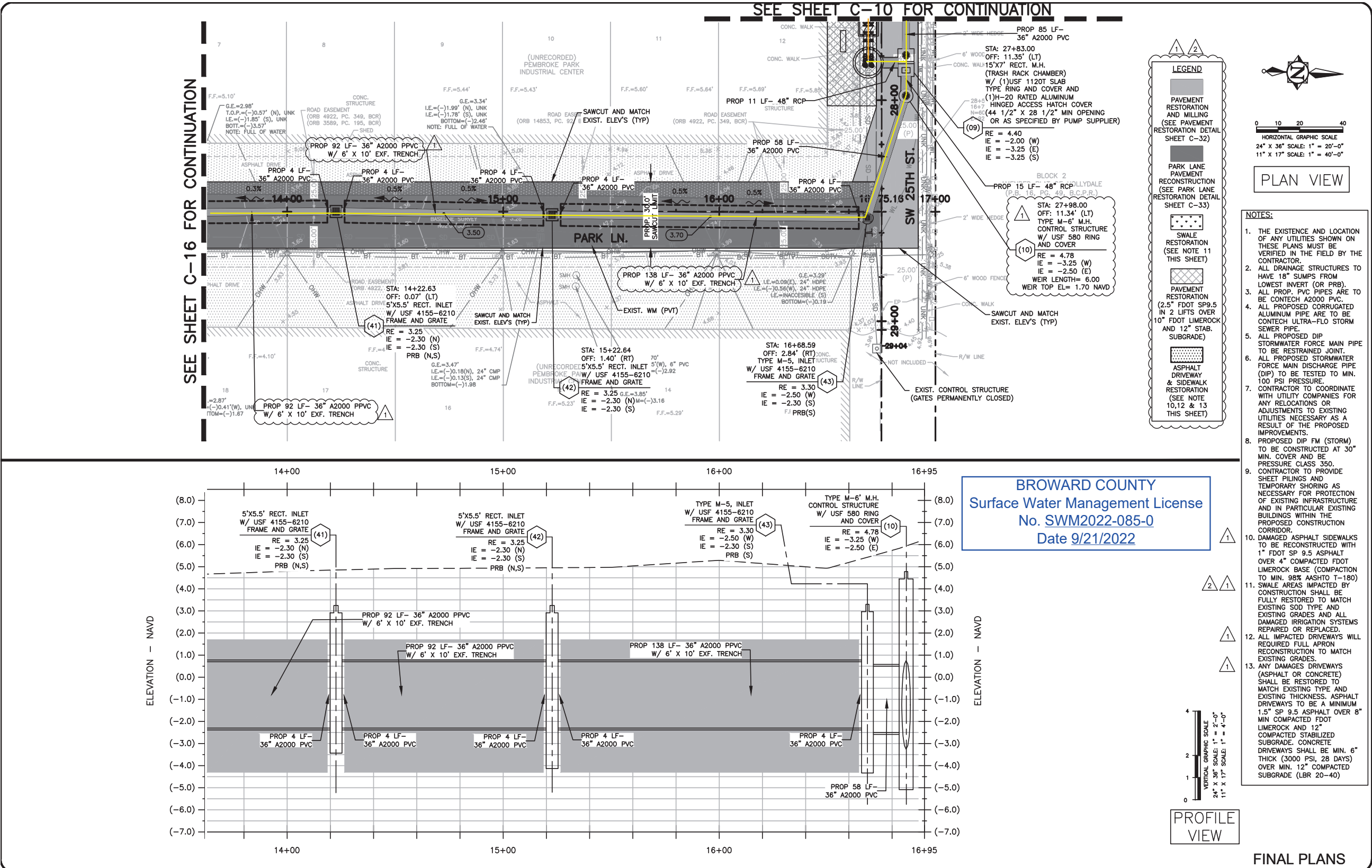


PROFILE
VIEW

FINAL PLANS

SHEET
C-16

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NO.	DATE	REVISION	BY
2	04/21/22	ENG'S REVISIONS	FV
1	02/09/22	PERMITTING REVISIONS	FV

Date: 09/01/21
Designed: FV
Drawn: OM
Checked: SCS

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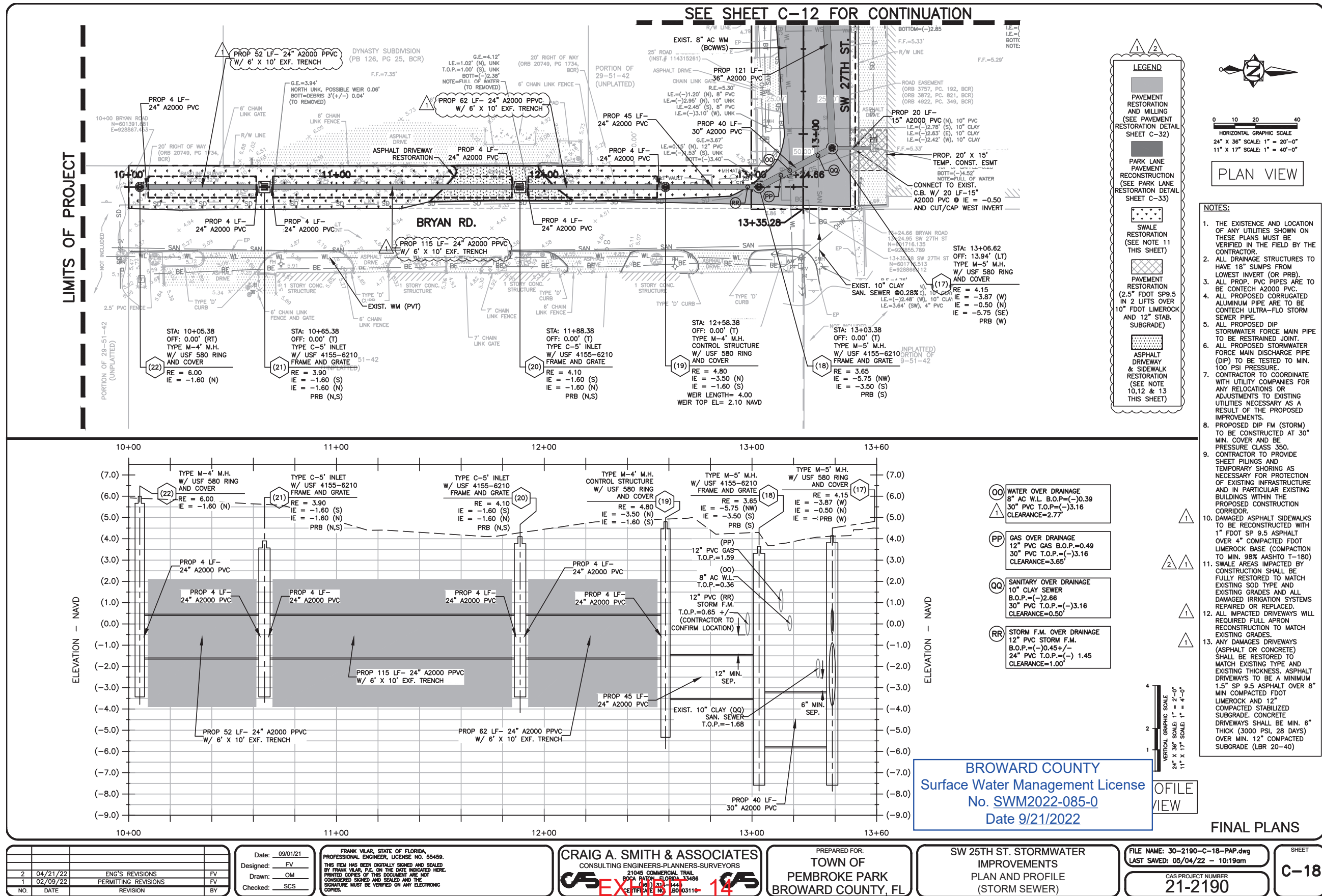
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
21045 COMMERCIAL TRAIL
BOCA RATON, FLORIDA 33488
(407) 591-4444
FAX (407) 591-4444
CERTIFICATE NO. BO 031110

PREPARED FOR:
TOWN OF
PEMBROKE PARK
BROWARD COUNTY, FL

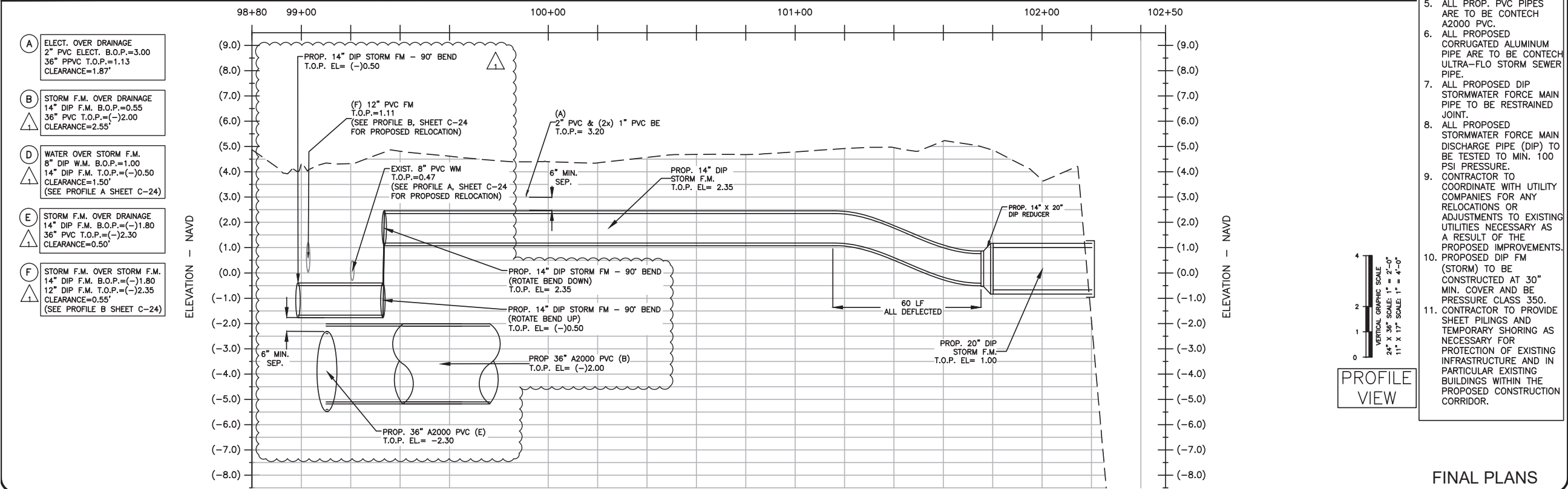
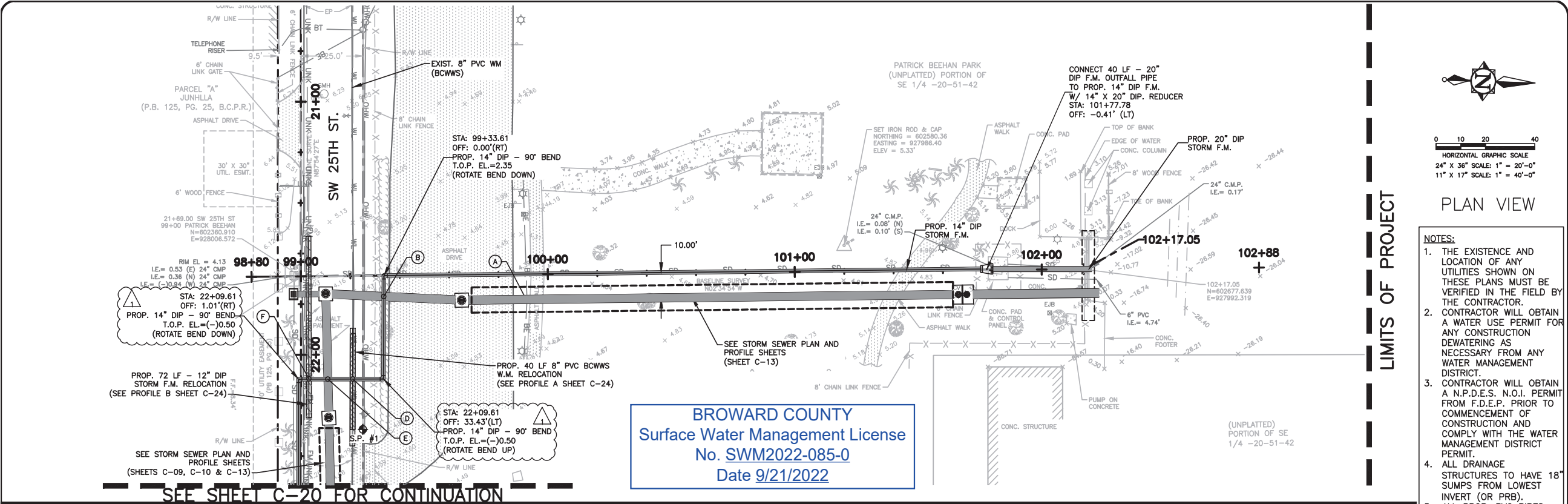
SW 25TH ST. STORMWATER
IMPROVEMENTS
PLAN AND PROFILE
(STORM SEWER)

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LAST SAVED: 05/04/22 - 10:19am
CAS PROJECT NUMBER
21-2190

SHEET
C-17



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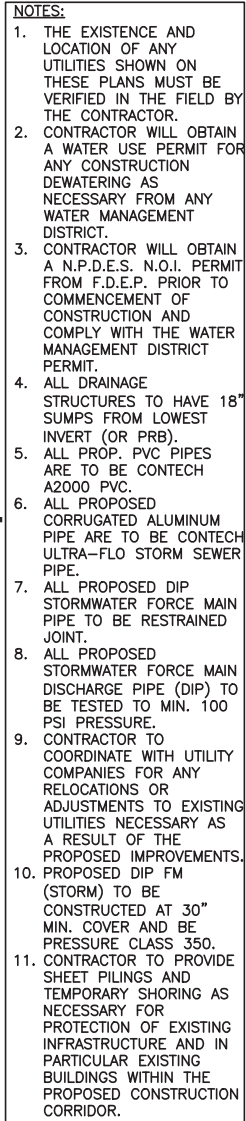
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(407) 531-1444
CERTIFICATE NO. B0003119

PREPARED FOR:
**TOWN OF
PEMBROKE PARK**
BROWARD COUNTY, FL

**SW 25TH ST. STORMWATER
IMPROVEMENTS
PLAN & PROFILE
(FORCE MAIN)**

FILE NAME: 30-2190-C-19-PAP.dwg
LAST SAVED: 05/04/22 - 10:23am
CAS PROJECT NUMBER
21-2190

SHEET
C-19



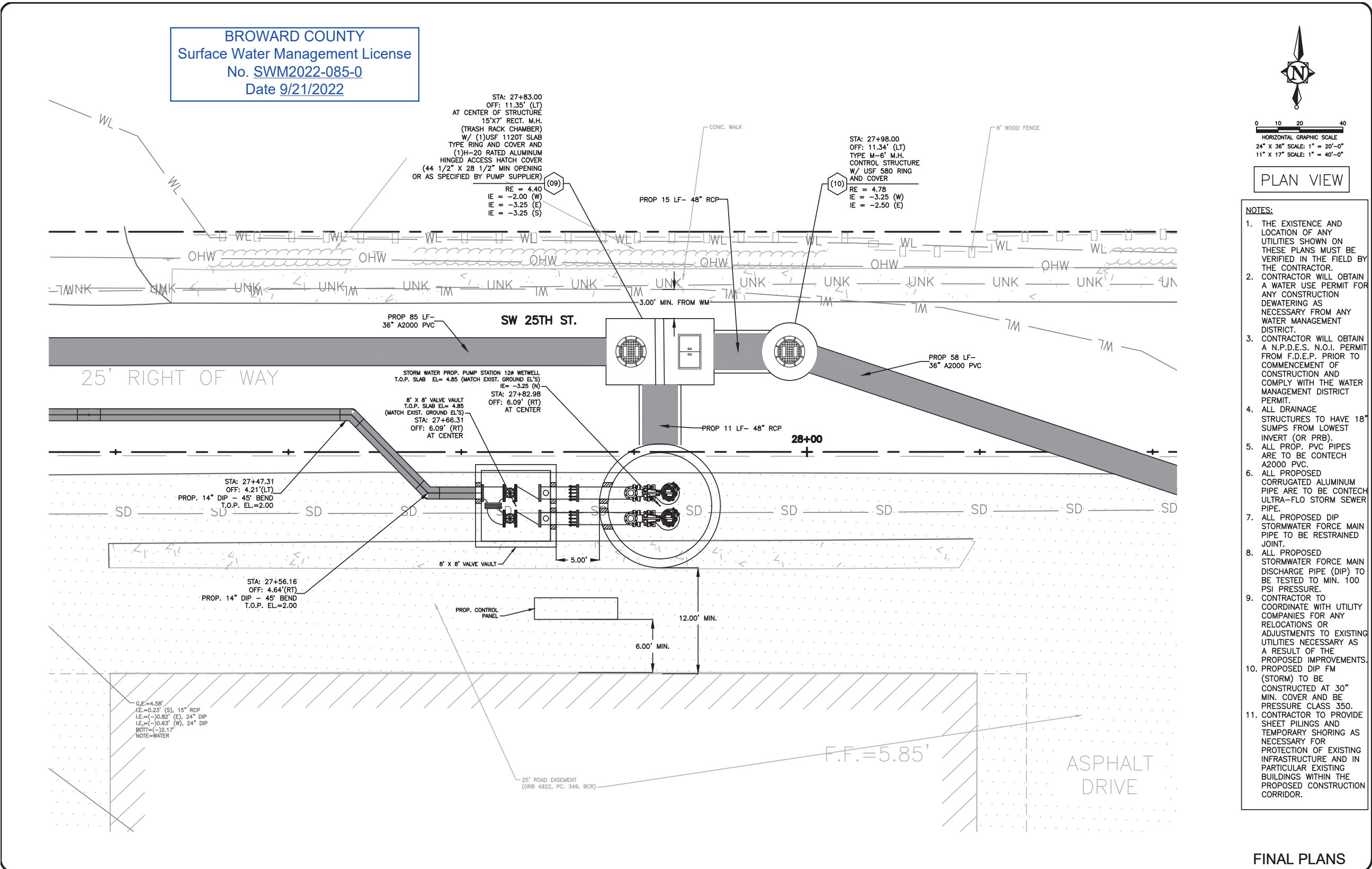
SHEET

C-20

SHEET
C-20



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FINAL PLANS

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CERTIFICATE NO. B00031119

PREPARED FOR:
**TOWN OF
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BROWARD COUNTY, FL

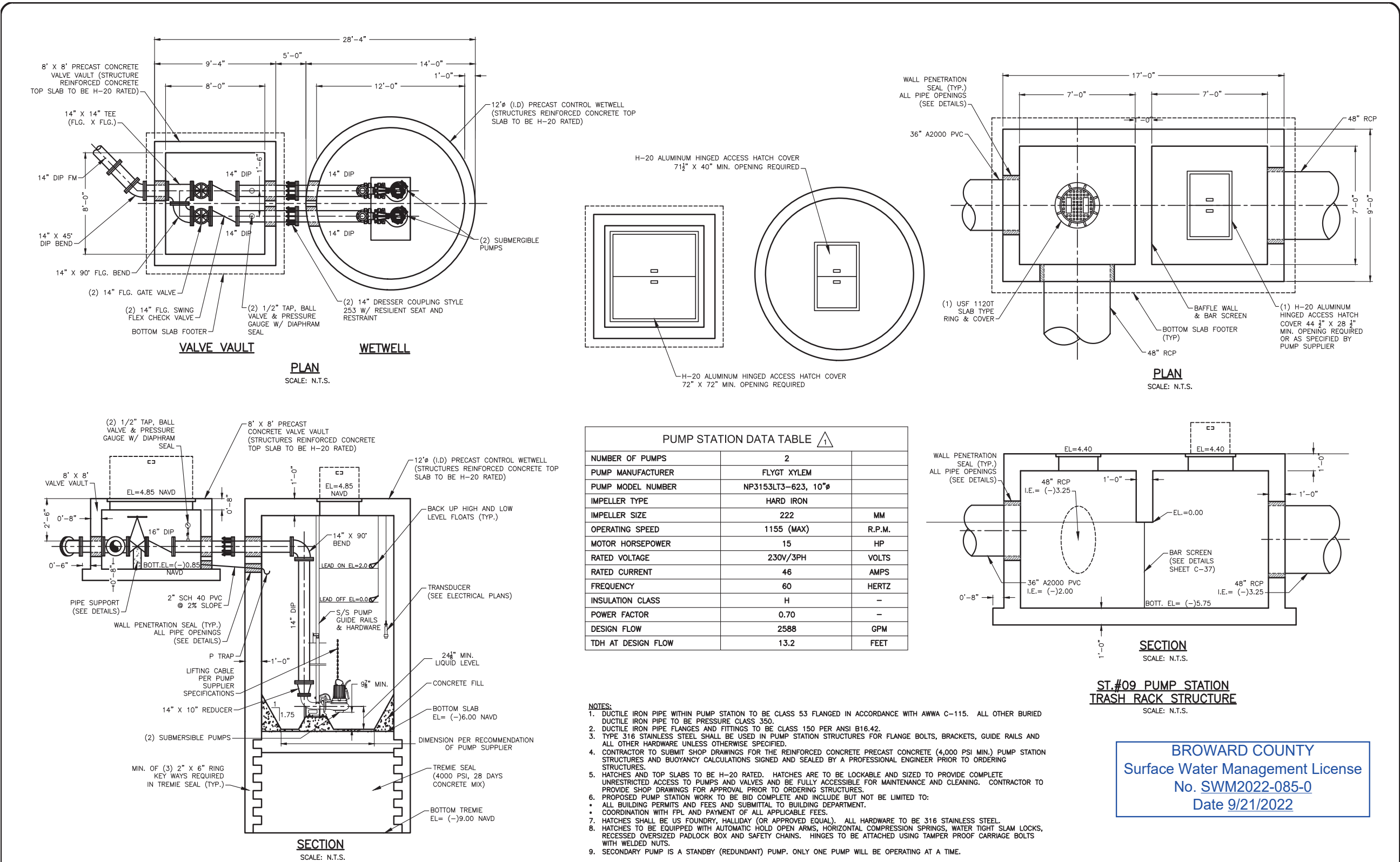
**SW 25TH ST. STORMWATER
IMPROVEMENTS**

PUMP STATION SITE PLAN

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LAST SAVED: 03/07/22 - 2:01pm
CAS PROJECT NUMBER
21-2190

SHEET
C-22

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(407) 531-4444
CERTIFICATE NO. B0103110

PREPARED FOR:
TOWN OF
PEMBROKE PARK
BROWARD COUNTY, FL

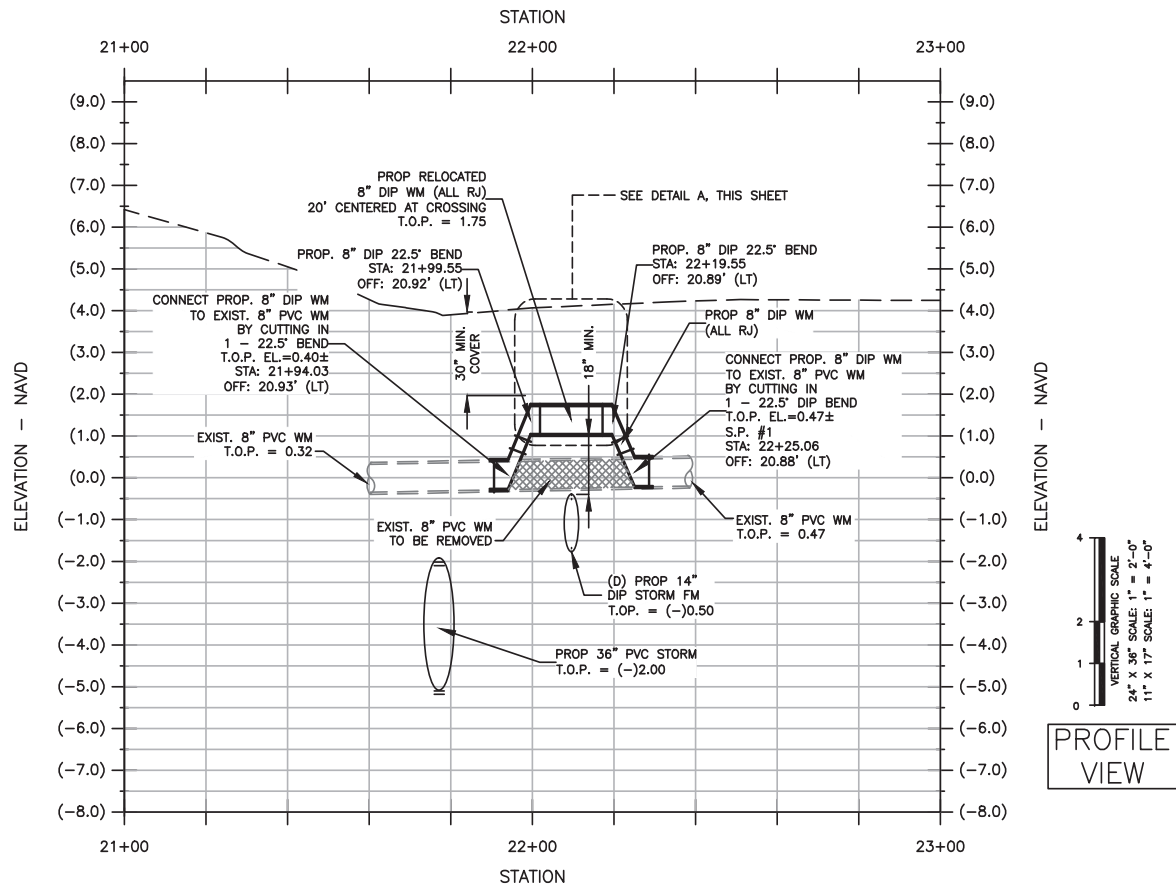
SW 25TH ST. STORMWATER
IMPROVEMENTS
PUMP STATION
DETAIL PLAN

FILE NAME: 30-2190-C-23-PAP.dwg
LAST SAVED: 04/13/22 - 1:29pm
CAS PROJECT NUMBER
21-2190

SHEET
C-23

FINAL PLANS

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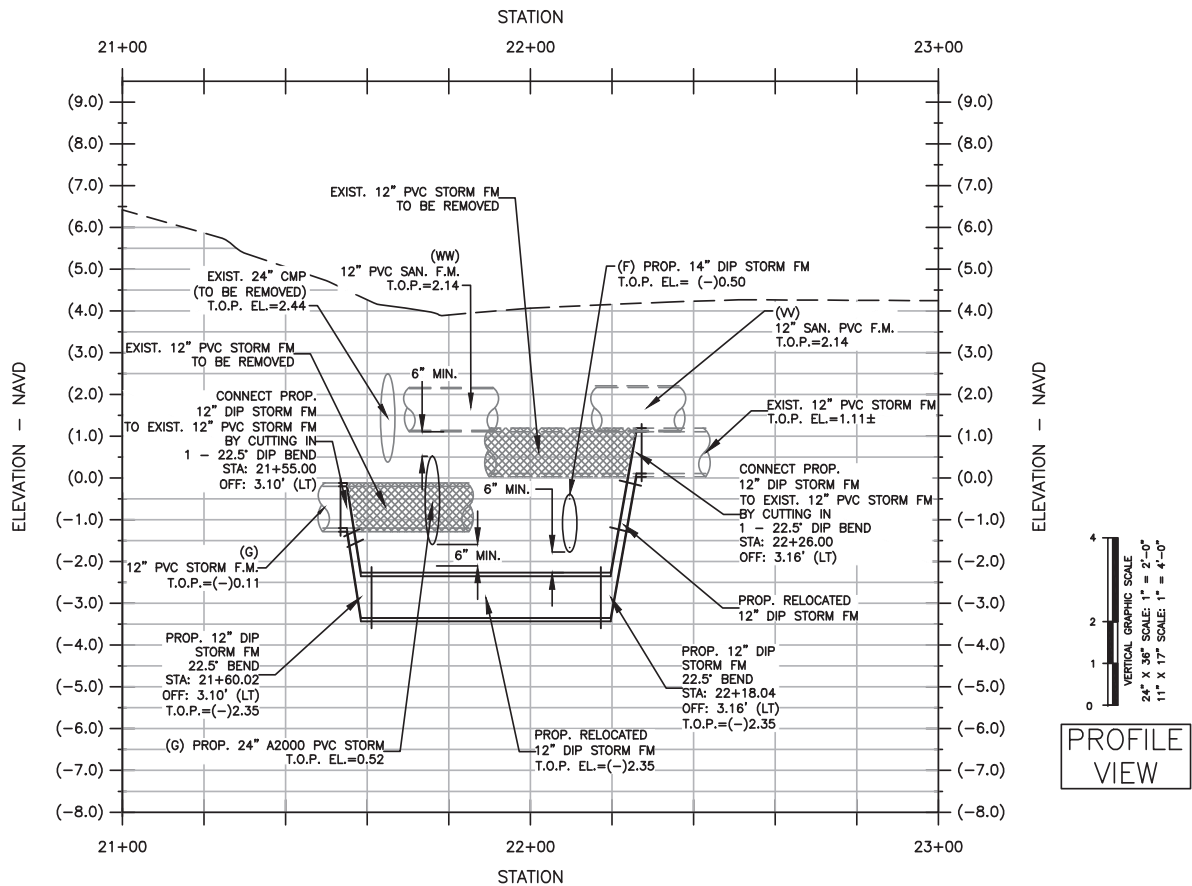


PROFILE A
SW 25 ST. EXIST. BCWWS
8" PVC W.M. RELOCATION

NOTES:

1. REFER TO BCWWS FIG. 107 FOR BEND DEFLECTION REQUIREMENTS.

BROWARD COUNTY
Surface Water Management License
No. SWM2022-085-0
Date 9/21/2022



PROFILE B
SW 25 ST. EXIST 12" PVC
STORM F.M. RELOCATION

NOTES:

1. CONTRACTOR TO PROVIDE TEMPORARY BY-PASS FOR STORMWATER FLOWS AT EXIST. STORMWATER PUMP STATION (SW 25 ST. & PARK RD.) UNTIL PROP. STORMWATER FORCE MAIN RELOCATIONS AND ALL TIE-IN CONNECTIONS ARE COMPLETE.

- (D) WATER OVER STORM F.M.
8" DIP W.M. B.O.P.=1.00
14" DIP F.M. T.O.P.=(-)0.50
CLEARANCE=1.50'
(SEE PROFILE A SHEET C-24)
- (F) STORM F.M. OVER STORM F.M.
14" DIP F.M. B.O.P.=(-)1.80
12" DIP F.M. T.O.P.=(-)2.35
CLEARANCE=0.55'
(SEE PROFILE B SHEET C-24)
- (G) DRAINAGE OVER STORM F.M.
24" PVC B.O.P.=(-)1.69
12" DIP F.M. T.O.P.=(-)2.35
CLEARANCE=0.66'
(SEE PROFILE B SHEET C-24)
- (W) SAN.SWR. F.M. OVER STORM F.M.
12" PVC F.M. B.O.P.=1.02
14" DIP F.M. T.O.P.=(-)0.50
CLEARANCE=1.52'
- (WW) SAN.SWR. F.M. OVER DRAINAGE
12" PVC SAN. B.O.P.=1.02
24" PVC T.O.P.=0.52
CLEARANCE=0.50'

FINAL PLANS

NO.	DATE	REVISION	BY
1	02/09/22	PERMITTING REVISIONS	FV

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BOCA RATON, FLORIDA 33488
TEL: (561) 531-4444
FAX: (561) 531-4444
CERTIFICATE NO. B0003110

PREPARED FOR:
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BROWARD COUNTY, FL

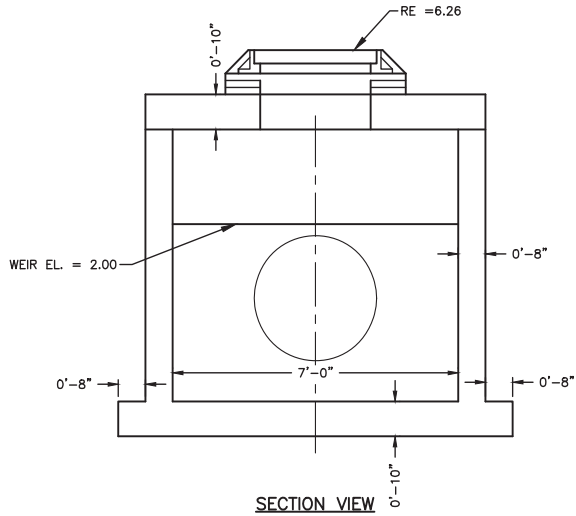
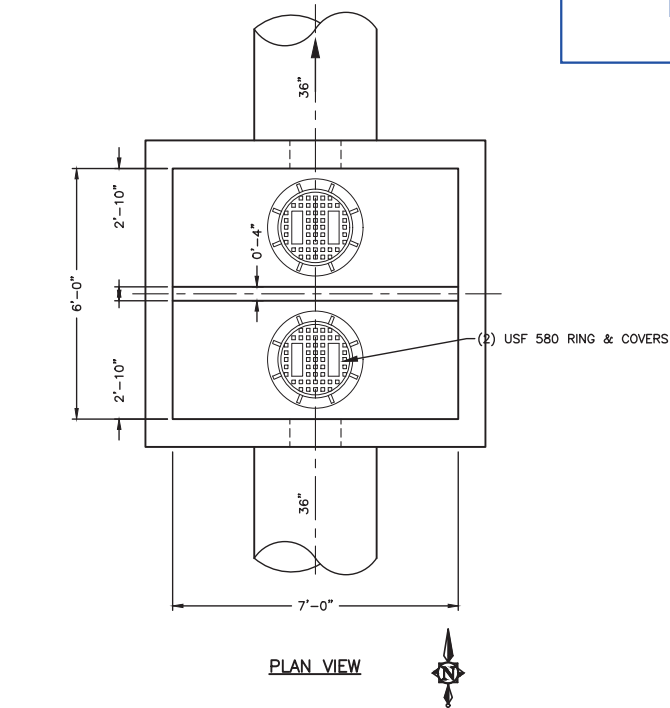
SW 25TH ST. STORMWATER
IMPROVEMENTS
PROFILES
(UTILITY RELOCATIONS)

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CAS PROJECT NUMBER
21-2190

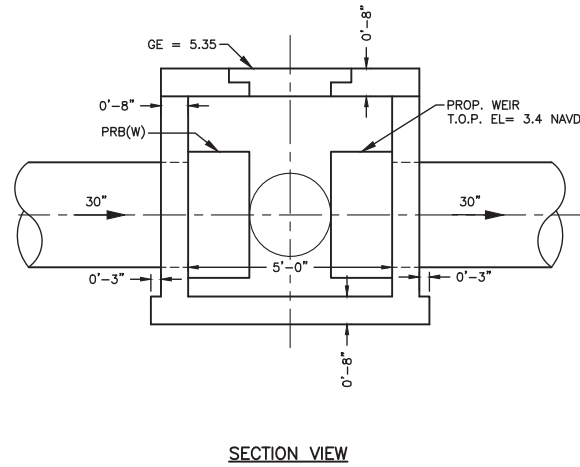
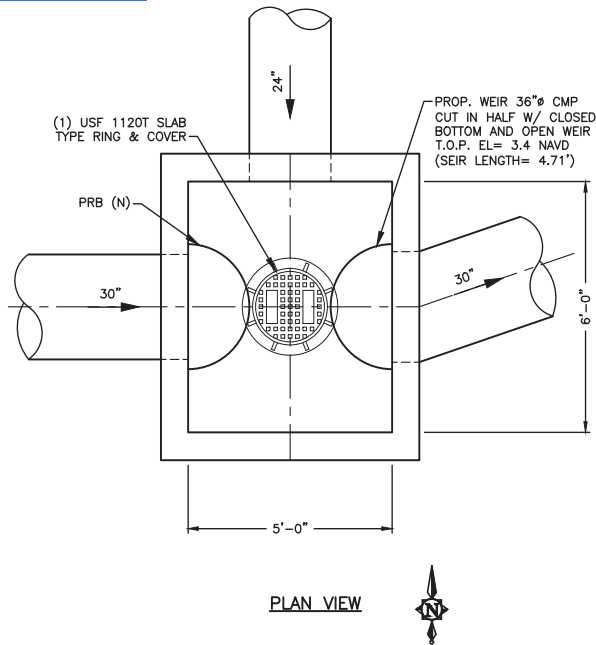
SHEET
C-24

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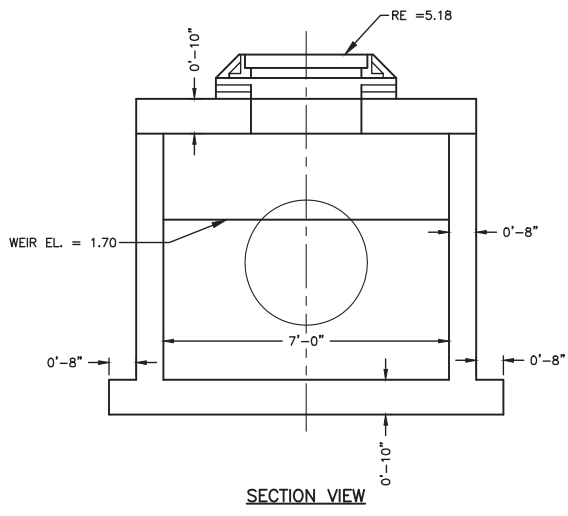
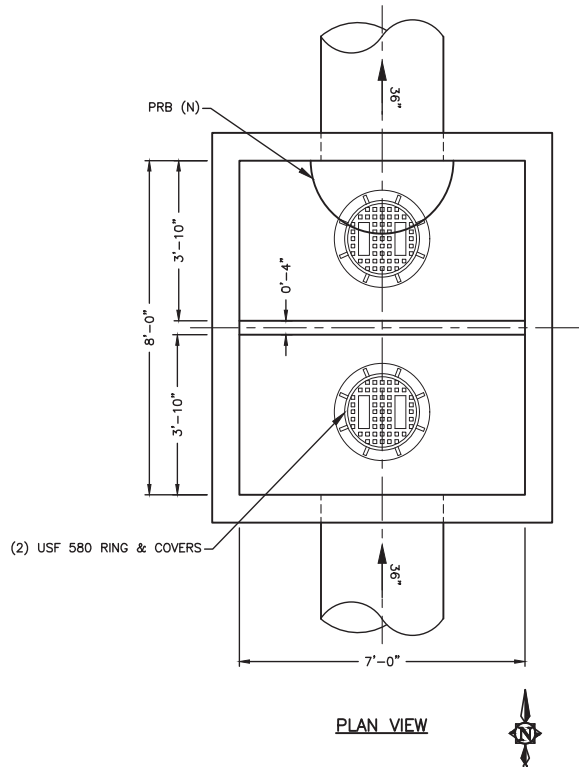
BROWARD COUNTY
Surface Water Management License
No. SWM2022-085-0
Date 9/21/2022



STRUCTURE No. 7A: 7'X6' CONTROL STRUCTURE W/ (2) USF 580 RING & COVERS & 7' WIDE WEIR (4" THK.) W/ CREST EL.=2.00 NAVD
SCALE: N.T.S.



STRUCTURE No. 35: TYPE 5'X6' RECT. CONTROL STRUCTURE W/ USF 1120T & WEIR LENGTH= 4.71' & WEIR CREST EL.=3.4 NAVD
SCALE: N.T.S.



STRUCTURE No. 01: 7'X8' CONTROL STRUCTURE W/ (2) USF 580 RING & COVERS & 7' WIDE WEIR (4" THK.) W/ CREST EL.=1.70 NAVD
SCALE: N.T.S.

NOTE:
SHEET C-30 IS NOT
FOR BCWS APPROVAL.

FINAL PLANS

NO.	DATE	REVISION	BY

Date: 09/01/21
Designed: FV
Drawn: OM
Checked: SCS

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21045 COMMERCIAL TRAIL
BOCA RATON, FLORIDA 33488
CERTIFICATE NO. 8003110

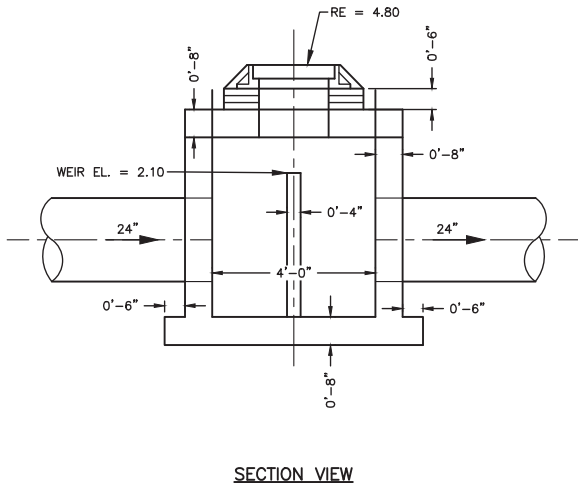
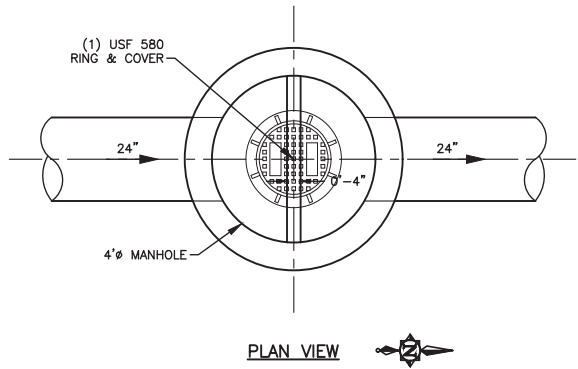
PREPARED FOR:
TOWN OF
PEMBROKE PARK
BROWARD COUNTY, FL

SW 25TH ST. STORMWATER
IMPROVEMENTS
STANDARD DETAILS

FILE NAME: 40-2190-C-30-DTL5.dwg
LAST SAVED: 03/07/22 - 3:33pm
CAS PROJECT NUMBER
21-2190

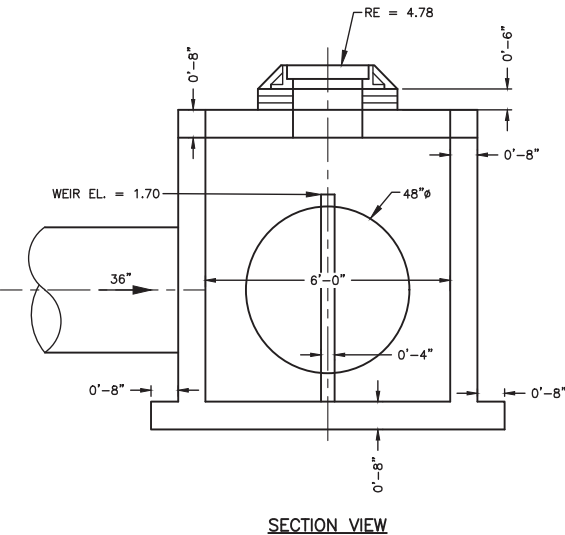
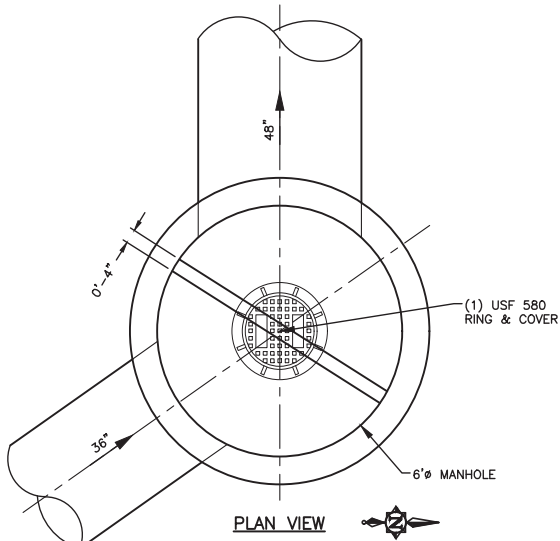
SHEET
C-30

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NOTE:
18" MIN SUMP FROM LOWEST INVERT ON PRB
REQUIRED FOR ALL DRAINAGE STRUCTURES.

**STRUCTURE No. 19: TYPE "M-4" MANHOLE CONTROL STRUCTURE
W/ USF 580 & 4' WIDE CONC. WEIR (4" THK.) W/ CREST EL.=2.10**
SCALE: N.T.S.



**STRUCTURE No. 10: TYPE "M-6" MANHOLE CONTROL STRUCTURE
W/ USF 580 & 5' WIDE CONC. WEIR (4" THK.) W/ CREST EL.=1.70**
SCALE: N.T.S.

BROWARD COUNTY
Surface Water Management License
No. [SWM2022-085-0](#)
Date [9/21/2022](#)

NOTE:
SHEET C-31 IS NOT
FOR BCWWS APPROVAL.

FINAL PLANS

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1	02/09/22	PERMITTING REVISIONS	FV

Date: 09/01/21
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Drawn: OM
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BOCA RATON, FLORIDA 33486
CERTIFICATE NO. B0003110

PREPARED FOR:
**TOWN OF
PEMBROKE PARK**
BROWARD COUNTY, FL

SW 25TH ST. STORMWATER
IMPROVEMENTS
STANDARD DETAILS

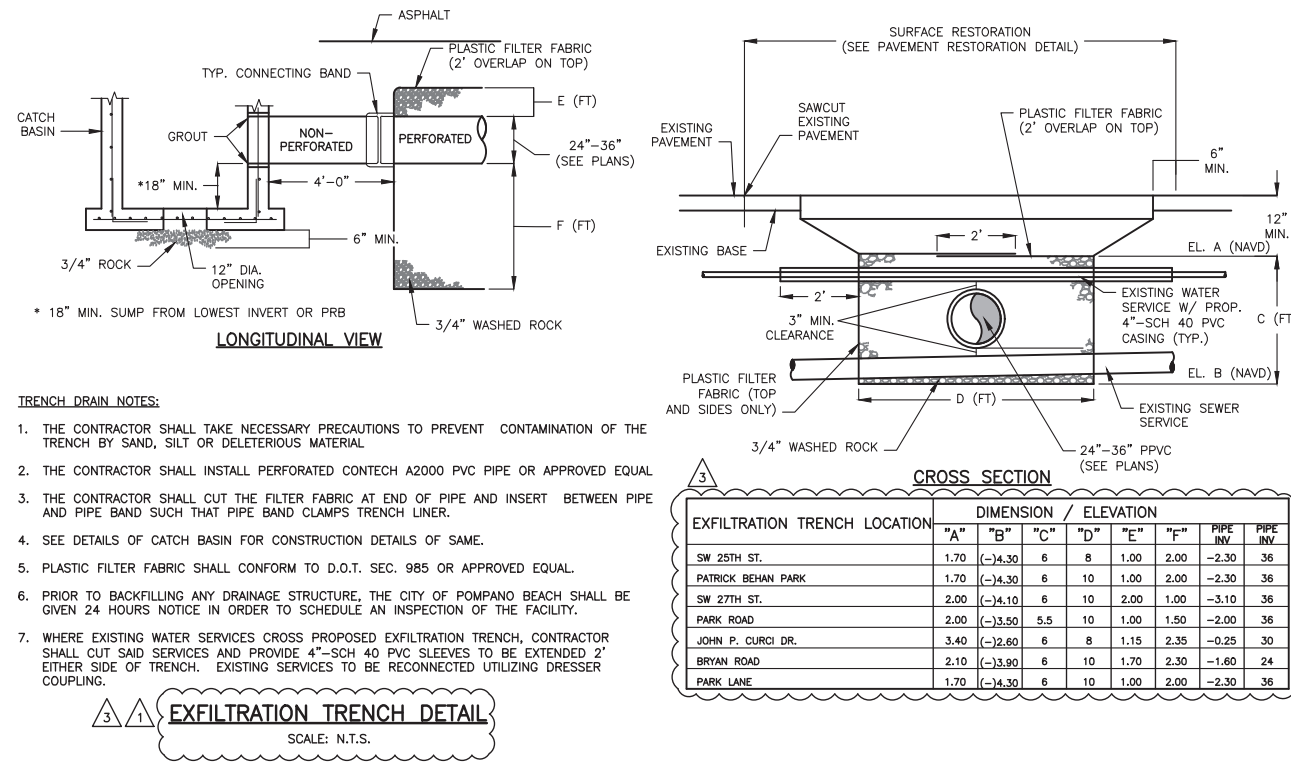
FILE NAME: 40-2190-C-31-DTL5.dwg
LAST SAVED: 04/13/22 -- 2:10pm
CAS PROJECT NUMBER
21-2190

SHEET
C-31

TYPICAL TRENCH DETAIL
SCALE: N.T.S.

-
- The diagram shows a rectangular concrete apron with a central inlet. The overall width is 2' and the overall height is 2'. The inlet is 3' wide and 3' high. The apron has a 6" thick concrete collar with wire mesh reinforcing. The slope of the apron is 1:1. The notes specify that all concrete shall have a minimum compressive strength of 4000 PSI at 28 days, and the slope sides of the apron must match the swale profile.
- NOTE:**
1. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS.
 2. SLOPE SIDES OF APRON TO MATCH SWALE PROFILE.
- 6" THICK CONCRETE COLLAR WITH WIRE MESH REINFORCING (REQUIRED ONLY WHEN INLET IS OUT OF PAVEMENT)
- CONCRETE APRON**

PRECAST DRAINAGE STRUCTURE
SCALE: N.T.S.



- [illegible]

FINAL PLANS

SHEET
C-32

	Fund Value				
Fund Balance (Unassigned)	General	Building	Sewer	Stormwater	Total
Audit FY2022	\$ 5,385,766	\$ 1,053,672	\$ 6,113,618	\$ 7,889,443	
Less FY2023 Adjustments	-	-	(501,755)	(103,198)	
Less FY2024 Est Change	(2,773,872)	(378,791)	(972,765)	(328,623)	
Less Estimated Cap/Budget		(10,000)	(16,724)	(1,582,969)	
Estimated Reserves	<u>\$ 2,611,894</u>	<u>\$ 664,881</u>	<u>\$ 4,622,373</u>	<u>\$ 5,874,653</u>	<u>\$ 13,773,802</u>
	19%	5%	34%	43%	

S.W. 25th Street Project Funding Phase 1 (\$3.3 Mil)

Surtax Funded	\$1,272,115.00
11.9% Cost Escalation Requested	<u>\$151,382.00</u>
New Surtax Total	\$1,423,497.00
Stormwater Fees	\$1,876,503.00
CSLIP	TBD

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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CODING: Words in ~~struck through~~ type are deletion from existing law; words in underlined type are additions

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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existing law; words in underlined type are additions

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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CODING: Words in ~~struck through~~ type are deletion from
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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CODING: Words in ~~struck through~~ type are deletion from existing law; words in underlined type are additions

AGENDA ITEM REPORT



To:

Subject: ARPA Funds (Discussion)

Meeting: 02 28 2024 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Feb 28 2024

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

Town Hall:

- restroom renovations
- new a/c system
- elevator modernization
- Police Station - holding cells
- new landscaping

Preserve:

- Circle of Honor
- additional lighting
- playground canopy
- building renovations/new building
- exercise stations
- water fountains, splash pad, community garden

Behan Park:

- new building
- resurface building lot
- lighting improvements
- Linear Walkway - lighting

Aleem Ghany, Public Services Director	Status: Approved - Feb 22 2024
Jacobs Horowitz, Interim Town Attorney	Pending
Christian Noel, Accounts Payable	None
Marlen Martell, Town Clerk	None

Town Hall

Restroom renovations	\$278,956.65
New a/c system	\$400,000.00
Elevator modernization	\$266,227.06
Police Station – holding cells	\$200,000.00
New landscaping	\$10,000.00
Recycling truck	\$255,000.00

Raymond P. Oglesby Preserve

Circle of Honor	\$10,000.00
Additional lighting	\$100,000.00
Playground canopy	\$39,275.13
Building renovations/new building	
Exercise stations	\$148,607.13
Water fountains	\$3,000.00
Splash pad	\$125,000.00
Community Garden	\$25,000.00
Pallet Jack	\$6,307.69
Theater design	
Park Master Plan	

Patrick Behan Park

Renovations	\$50,000.00
Resurface parking lot	\$30,000.00
Lighting improvements	\$40,000.00
Linear walkway - lighting	\$40,000.00

Fire

Ambulance truck	\$550,770.00
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3/29/2022	SOUTHERN SEWER EQUIPMENT SALES	\$530.20	KANAFLEX
9/21/2022	SOUTHERN SEWER EQUIPMENT SALES	\$2,662.50	REPLACE CART TIPPER (TRUCK #36)
11/4/2022	SOUTHERN SEWER EQUIPMENT SALES	\$250.00	DIAGNOSTIC
12/9/2022	SOUTHERN SEWER EQUIPMENT SALES	\$2,940.35	REPLACE PROXIMITY SWITCH
		\$6,383.05	



IN SERVICE TO SERVE YOU

Equipment Proposal

Proposal #11082023

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: November 8, 2023 ("Proposal Date") **Customer:** Broward Sheriff's Office Fire Rescue ("Customer")

Customer Address: 2601 West Broward Blvd., Ft. Lauderdale, FL 33312

Qty	Product Description & Options	Price
1	One 2026 Osage Super Warrior Type 1 Medium Duty Ambulance built on a Freightliner M2 Chassis per the attached specifications. Pricing Per BSO Contract RLI #180071C **Specifications and Drawings Attached**	\$550,770.00
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		Total: \$550,770.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **30-36** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Actual completion will vary depending on actual chassis delivery to Osage.

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Broward Sheriff's Office Fire Rescue

Ten-8 Fire & Safety, LLC

By: _____

By: *Michael Day*

Title: _____

Title: **Authorized Sales Representative**

Print: _____

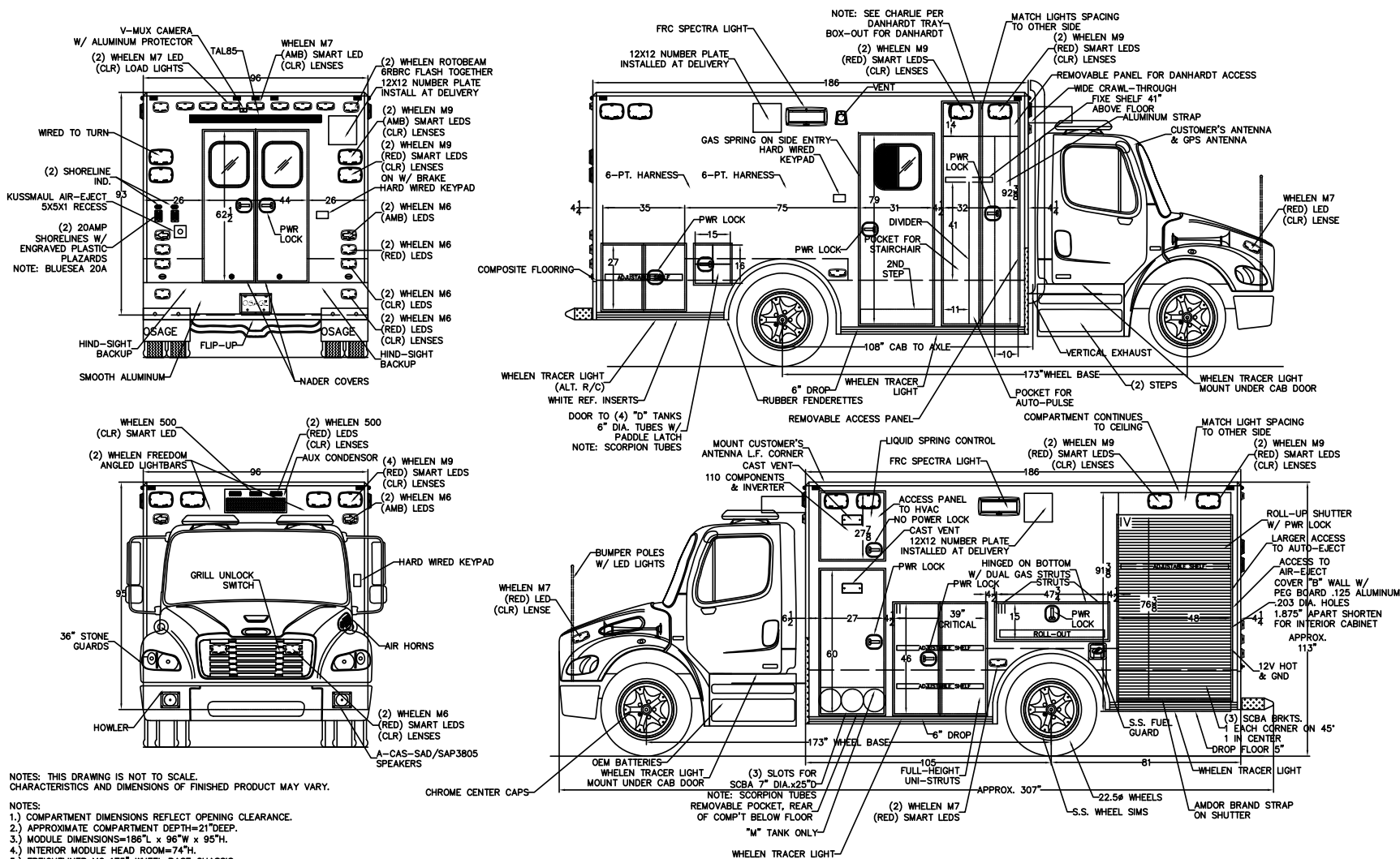
Print: **Michael Day**

Date: _____

Date: **November 8, 2023**

EXHIBIT A

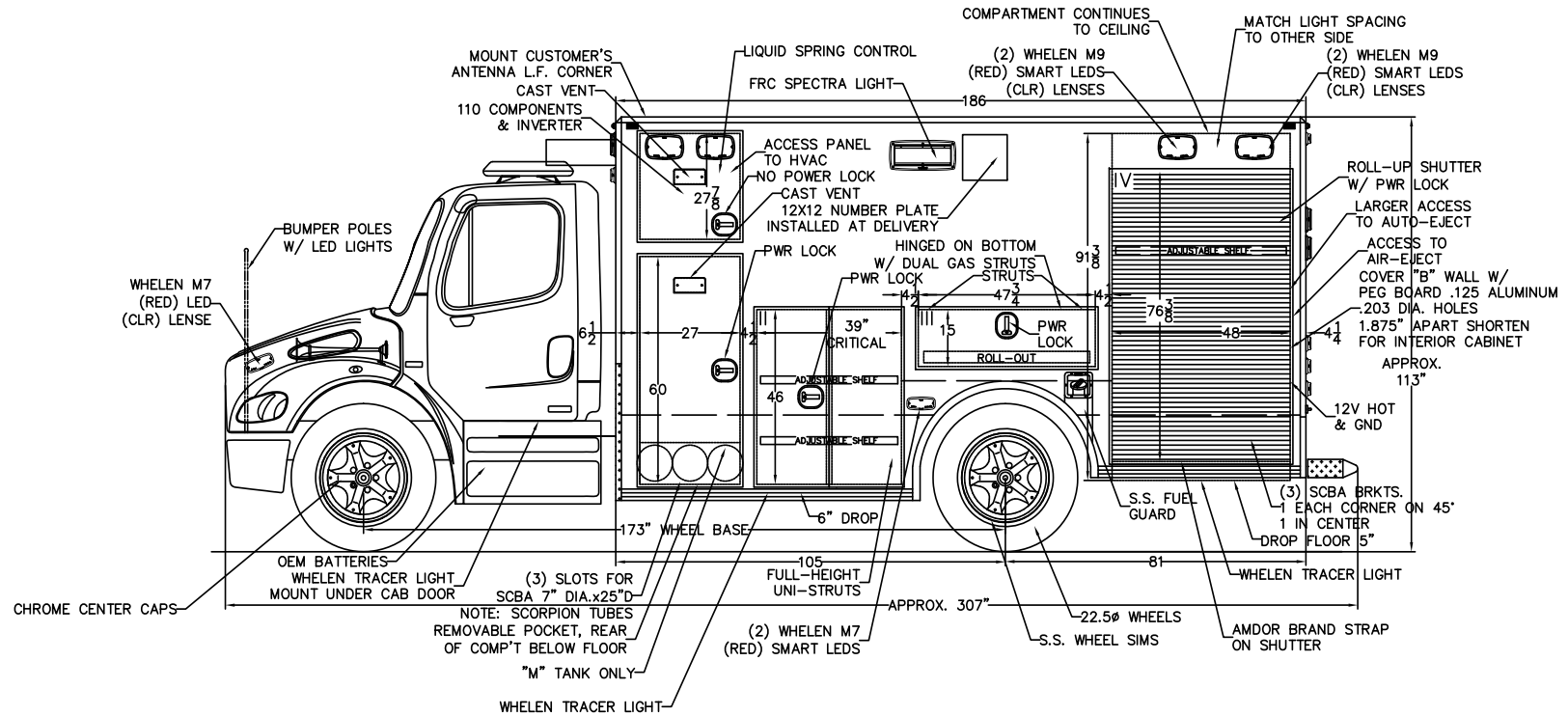
PROPOSAL OPTION LIST



NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

- 1) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2) APPROXIMATE COMPARTMENT DEPTH=21"DEEP.
- 3) MODULE DIMENSIONS=186"L x 96"W x 95"H.
- 4) INTERIOR MODULE HEAD ROOM=74"H.
- 5) FREIGHT-LAND M2 176" WIDE BASE CHASSIS.
- 6) ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
- 7) DOUBLE STAINLESS THRESHOLDS.
- 8) 3M SOUND DEADENING.
- 9) SMOOTH ALUMINUM DOOR PANELS.
- 10) AMBER WHEELS ON LIGHTS ON INTERIOR OF REAR-FACING DOORS.
- 11) DRY-DECK, ALL COMPARTMENTS.
- 12) TECHNIQUE LESS STRIP-LIGHTS, ALL COMPARTMENTS.
- 13) CO2 QUANT. TO BE CENTERED 18" OFF OF LEFT WALL.

					BROWARD COUNTY		1 WINNIE BOULEVARD		P.O. BOX 79		LINING NO. 0291			
3					NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawn By: S.A.H.		Date: 11-24-21		Scale: NOT TO SCALE			
2							Drawing Description:						Revision#	
1	PRODUCTION DRAFT		11-24-21	SAH			EXTERIOR LAYOUT, TYPE-I FREIGHTLINER (SUPER-WARRIOR)						1	
Rev.#	Revision Description		Date	Rev'd			App'vd							



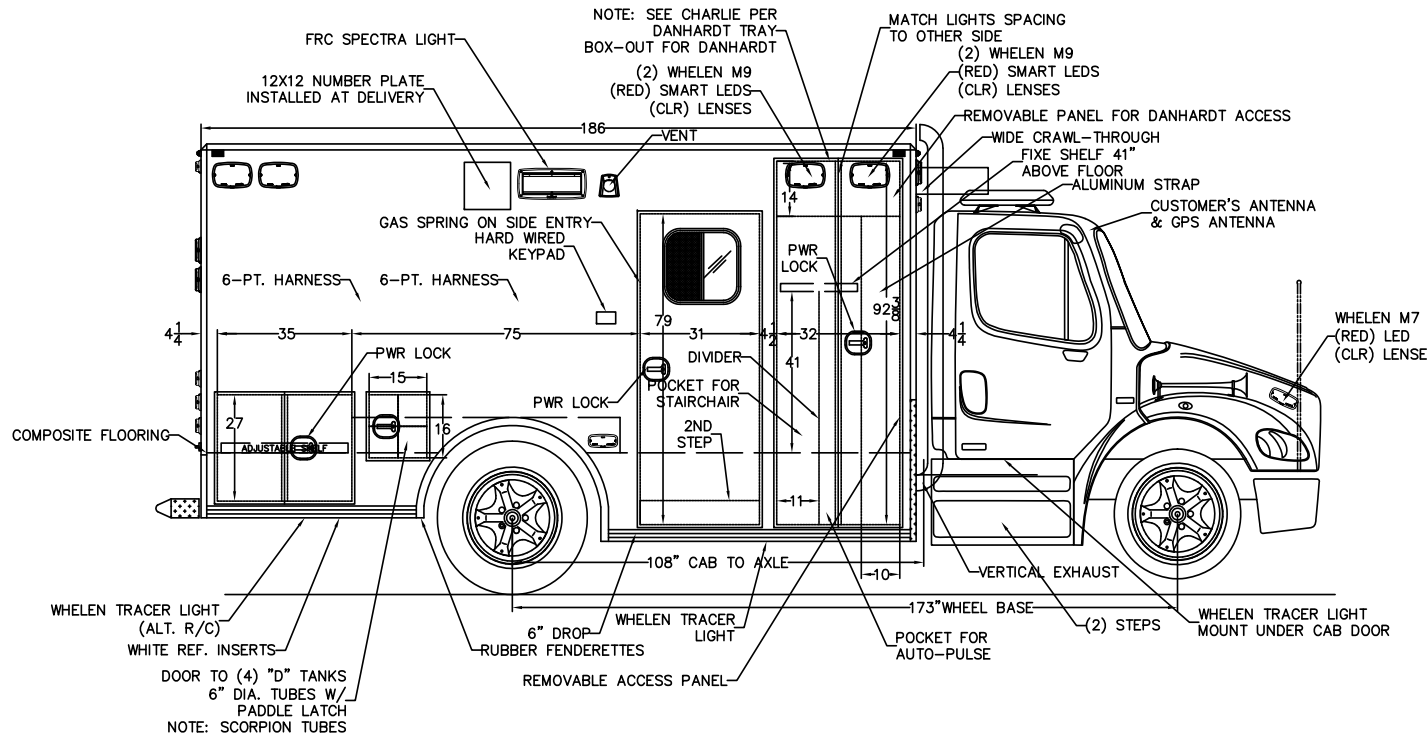
NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2.) APPROXIMATE COMPARTMENT DEPTH=21"DEEP.
- 3.) MODULE DIMENSIONS=186"L x 96"W x 95"H.
- 4.) INTERIOR MODULE HEAD ROOM=74"H.
- 5.) FREIGHTLINER M2 175" WHEEL BASE CHASSIS.
- 6.) ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
- 7.) DOUBLE STAINLESS THRESHOLDS.
- 8.) 3M SOUND DEADENING.
- 9.) SMOOTH ALUMINUM DOOR PANELS.
- 10.) AMBER WHELEN OS LIGHTS ON INTERIOR OF REAR-FACING DOORS.
- 11.) DRY-DECK, ALL COMPARTMENTS.
- 12.) TECHNIQUE LED STRIP-LIGHTS IN ALL COMPARTMENTS.
- 13.) COT MOUNT TO BE CENTERED 16" OFF OF LEFT WALL.

Stock/Job#:	J3264	Drawing#	J3264-100B	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		EXTERIOR LAYOUT, STREETSIDE TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

3				
2				
1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd



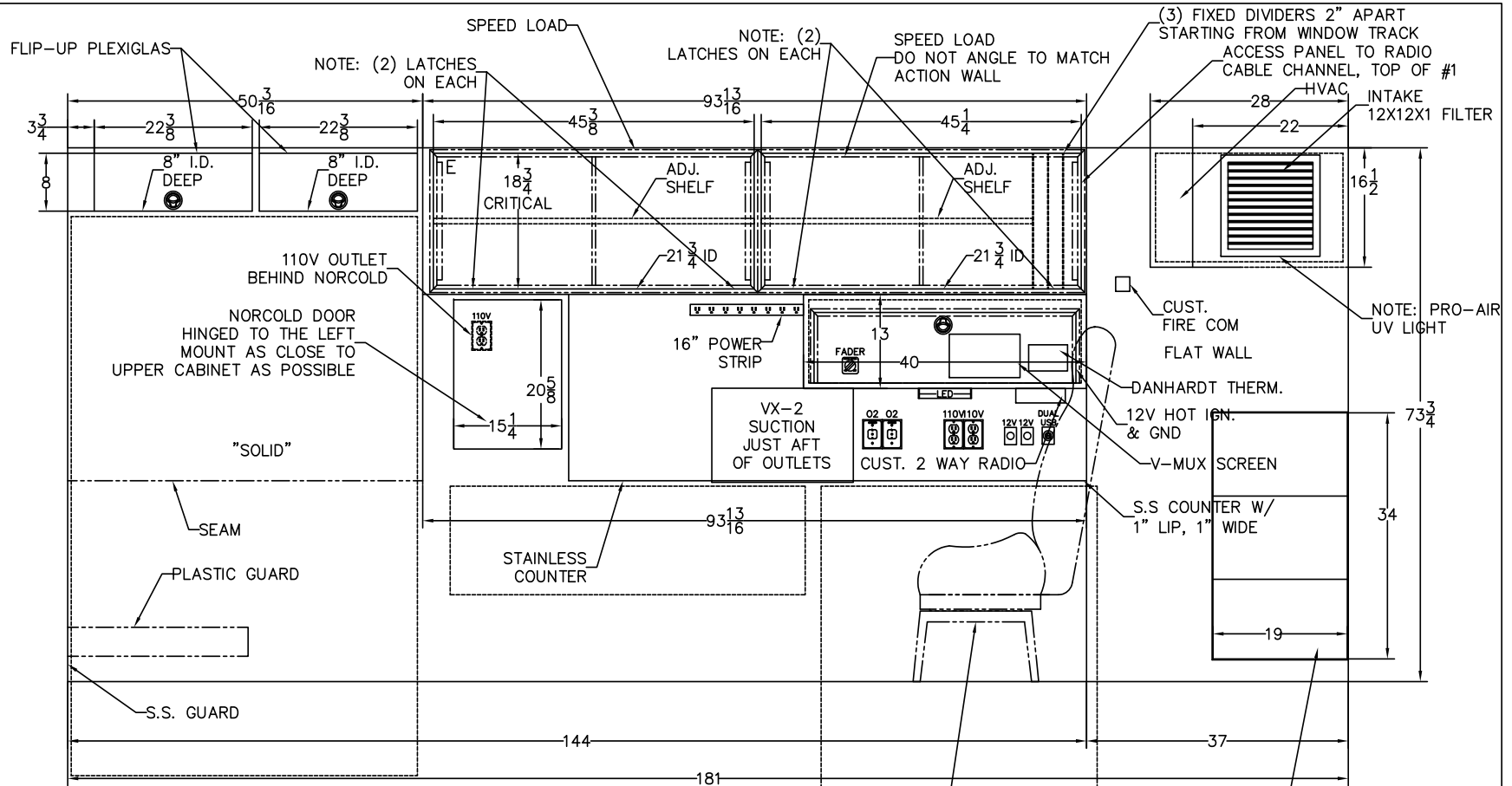
NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES:

- 1.) COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
- 2.) APPROXIMATE COMPARTMENT DEPTH=21"DEEP.
- 3.) MODULE DIMENSIONS=186"L x 96"W x 95"H.
- 4.) INTERIOR MODULE HEAD ROOM=74"H.
- 5.) FREIGHTLINER M2 175" WHEEL BASE CHASSIS.
- 6.) ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
- 7.) DOUBLE STAINLESS THRESHOLDS.
- 8.) 3M SOUND DEADENING.
- 9.) SMOOTH ALUMINUM DOOR PANELS.
- 10.) AMBER WHELEN OS LIGHTS ON INTERIOR OF REAR-FACING DOORS.
- 11.) DRY-DECK, ALL COMPARTMENTS.
- 12.) TECHNIQUE LED STRIP-LIGHTS IN ALL COMPARTMENTS.
- 13.) COT MOUNT TO BE CENTERED 16" OFF OF LEFT WALL.

Stock/Job#:	J3264	Drawing#	J3264-100C	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		EXTERIOR LAYOUT, CURBSIDE TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

3				
2				
1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd



NOTES:

- 1.) 186" BODY, 74" HEADROOM.
- 2.) ALUMINUM CABINETS, ZOLATONE 20-62 MARBLESTONE.
- 3.) RUBBER MATS IN ALL CABINETS & SHELVES.
- 4.) S.S. SOUTHCOS.

NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

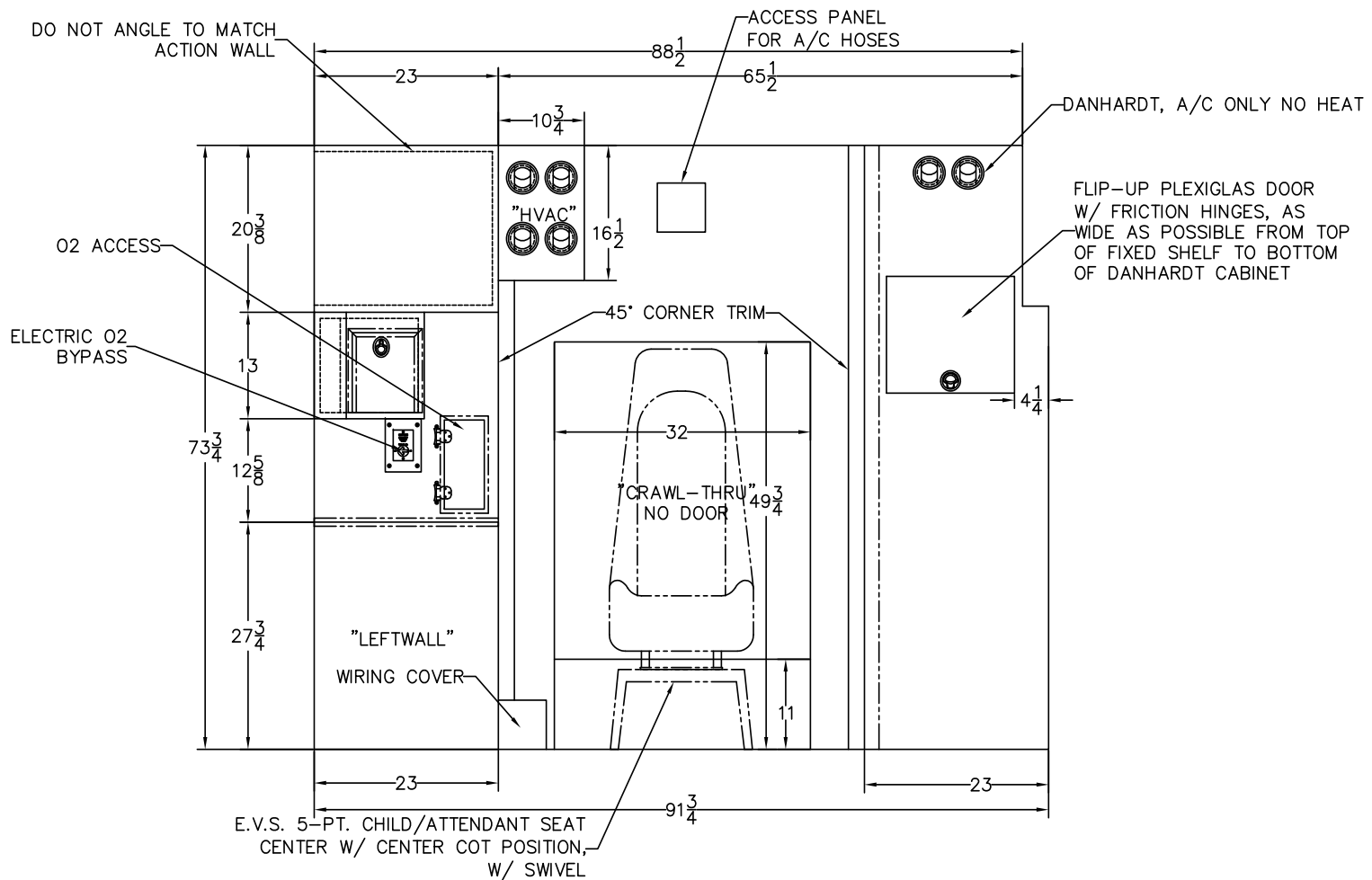
NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

E.V.S. 5-PT. CHILD/ATTENDANT SEAT
W/ SWIVEL, (MOUNT AT DELIVERY)

ALUMINUM VEST HOLDER
(MOUNT AT DELIVERY)
ALL THE WAY FORWARD

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1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd

Stock/Job#:	J3264	Drawing#	J3264-101	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		STREETSIDE INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

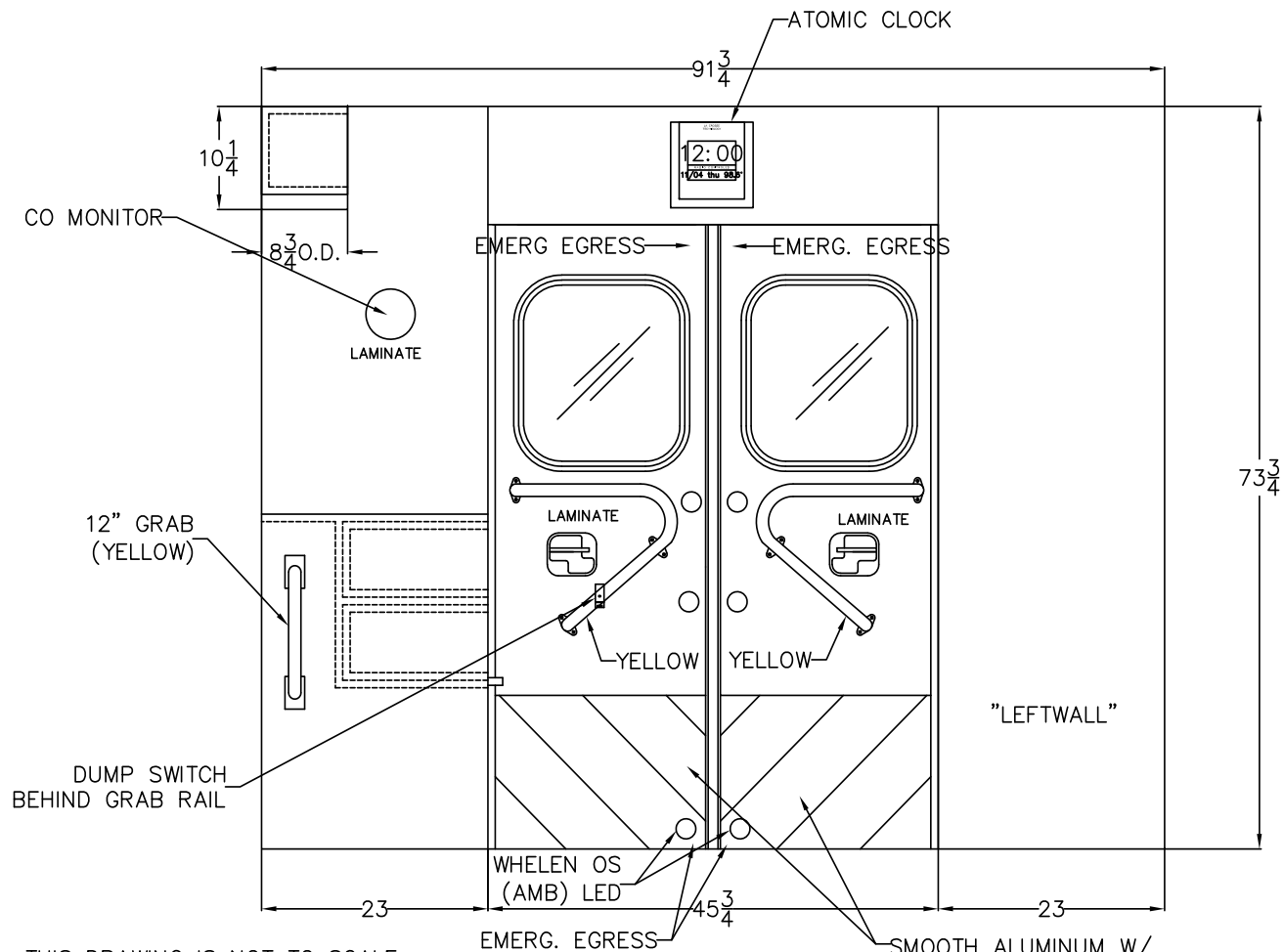


NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM
INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM.
ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION
SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#	J3264	Drawing#	J3264-102	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawn By:	S.A.H.	Date:	11-24-21
		Drawing Description:		Scale:	NOT TO SCALE
		FORWARD INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			Revision#
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1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd

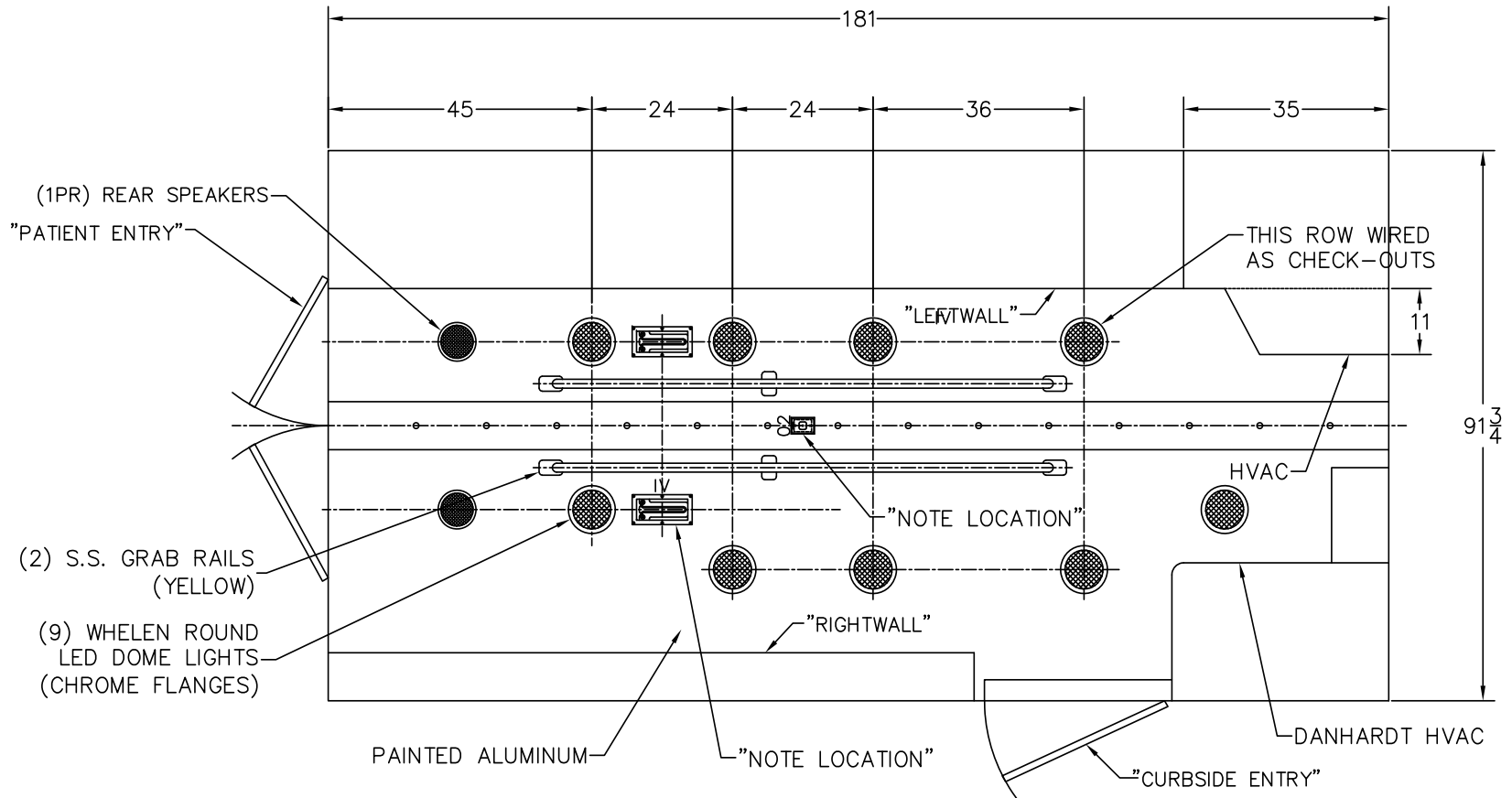


NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM
INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM.
ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION
SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#:	J3264	Drawing#	J3264-104	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		REARWARD INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

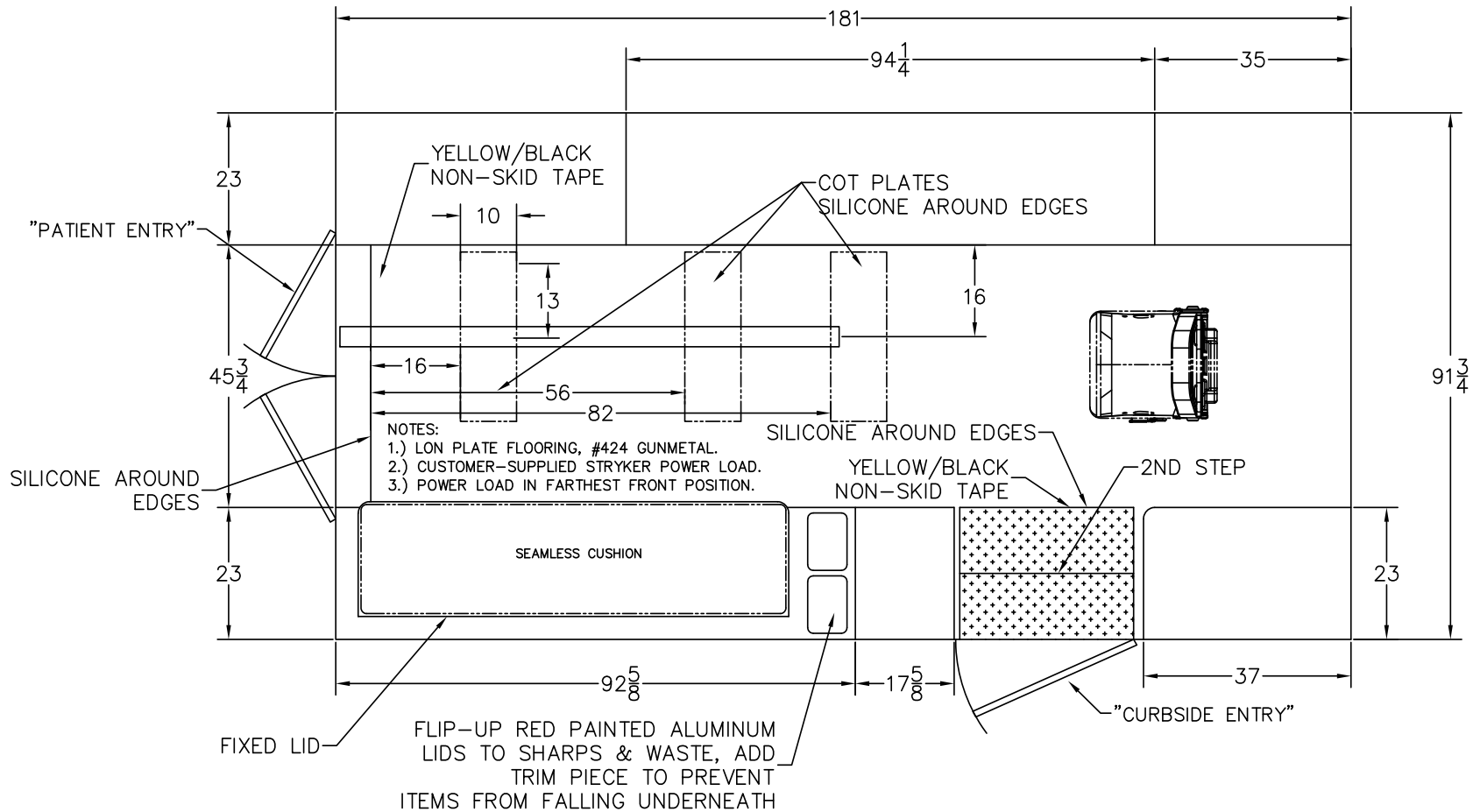
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1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd



NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED
PRODUCT MAY VARY.

Stock/Job#:	J3264	Drawing#	J3264-105	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		CEILING LAYOUT, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

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2				
1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd



NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED
PRODUCT MAY VARY.

Stock/Job#:	J3264	Drawing#	J3264-106	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		FLOOR LAYOUT, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

Rev.#	Revision Description	Date	Rev'd	App'vd
3				
2	REVISION DRAFT	12-16-21	SAH	
1	PRODUCTION DRAFT	11-24-21	SAH	

Dealer Name: **Ten-8 Fire & Safety**
 Salesperson: **Michael Day**
 Customer Name: **Broward Sheriff's Office Fire Rescue**
 & Address
 \
 Shipping Address: **Broward Sheriff's Office Fire Rescue**
 \
 \
 Contact Name: **Victor Goizueta - Fire Rescue Fleet Coordinator**
 Email: victor_goizueta@sheriff.org
 Phone: **Office: 954-359-1602 Mobile: 954-864-9431**
 Chassis Type: **Freightliner M2 Standard Cab**

		Freightliner / International TYPE I - 2024 CONVERSION ONLY	List Price	10% Discount
1		2024 Freightliner M2 Chassis Only, see attached specifications	\$134,977.70	\$122,707.00
1		2168/Freightliner / International Med-Duty	\$210,905.20	\$191,732.00
Qty		Warning & Intersection Lights, Wig-Wag		
16	W-03	Chrome Flanges for M9	\$444.44	\$400.00
11	W-04	Chrome Flanges for M6 or M7	\$244.44	\$220.00
		Custom Lightbars		
2		"Whelen Mini-Freedom, (2), Angle Mounted on Cab Roof. All Clear Lenses. (1) Angle mounted on street side cab roof, as outboard as possible, as far forward as possible (1) Angle mounted on curb side cab roof, as outboard as possible, as far forward as possible. SWITCHED: FRONT LB White lights only Disabled in park / neutral "	\$6,927.78	\$6,235.00
20		Whelen Tracer Lighting System (12" Sections) 75" between front of module and rear wheels and rear of each module side. Function to include alternate red/white activation with emergency warning priority, and all white activation with any compartment door and curbside door opening.	\$12,000.00	\$10,800.00
		Directional Sticks		
1	W-09	Whelen TAL 85 LED 8 Light Traffic Advisor	\$1,361.11	\$1,225.00
		Whelen Smart Linear LED's		
2	W-33	Additional 500 LED, R, B or A (Outboard on Aux. Condenser Module Front)	\$355.56	\$320.00
1	W-35	Additional 500 LED, All or 1/2 Clr (Center on Aux. Condenser Module Front)	\$266.67	\$240.00
10	W-36	Upgrade 900 to M9 LED, R (3 Front, 2 Rear, 8 Module Sides) (Amber - Rear module @ window level)	\$900.00	\$810.00
2	W-38	Additional M9, Red, B, A, R/B, R/A	\$688.89	\$620.00
2	W-40	Upgrade ION-T to M6 Red,(Front Grille of Cab)	\$155.56	\$140.00
2	W-43	Additional M6 LED, R, B or A (2 @ rear module kick plate)	\$500.00	\$450.00
2	W-46	Upgrade ION-T to M7 R, B or A (Red, cab intersection)	\$222.22	\$200.00
5	W-49	Additional M7 LED, R, B or A (red, rear module above TAL85) (Amber - Center Rear Module)	\$1,416.67	\$1,275.00
8	W-55	Whelen OS Light (Amber Whelen OS flashing lights on interior of rear facing doors)	\$622.22	\$560.00
8	W-56	Add Any Light to Interior of Door (Add to Light Price)	\$538.89	\$485.00
		Scene Lights		
4	W-59	M9 LED Scene, Upgrade	\$644.44	\$580.00
2	W-61	M7 LED Scene, Upgrade	\$211.11	\$190.00
2	W-64	Spot & Flood w/Flange, Add FRC Spectra Max SPA260-Q20-B	\$3,094.44	\$2,785.00
1	W-67	Upgrade Brake/Tail to M6 (Pair)	\$94.44	\$85.00
1	W-68	Upgrade Turn to M6 (Pair)	\$105.56	\$95.00
1	W-69	Upgrade Reverse to M6 (Pair)	\$133.33	\$120.00
		Siren & Speakers		
1	W-80	Whelen Howler (Only Available w/ Whelen Siren)	\$1,938.89	\$1,745.00
		Exterior Lighting		
1	W-84	M6 Turn Lights w/Chrome Flanges on Front of Mod (per pair)	\$638.89	\$575.00
		Additional Emergency & Exterior Lighting & Siren Options & Special Instructions		
1		****Whelen Howler installed, IATS, behind front bumper. *Activation/Cancellation 3-position momentary rocker switch installed on center console beside std. siren control in reach of driver. *Label: Activate-Howler-Cancel Customer wants to use OEM airhorn switch on steering wheel to activate howler. Airhorns will be wired to driver side footswitch and push button in console. Set Howler duration on maximum.***	\$288.89	\$260.00
2		Rear module outboard M9's Changed to Whelen Rota Beam 6RBRC. Synced to each other.	\$1,455.56	\$1,310.00
1		DELETE standard siren. ADD Whelen WS295SLSC1	\$383.33	\$345.00
2		Amber M9's at rear windows wired as flashing lights with turn signal override	\$200.00	\$180.00
		Inverters, Chargers, Batteries, Shorelines & Outlets		
1	E-02	Vanner Inverter / Conditioner w/ Remote Switch, Model LSC12-1100	\$1,883.33	\$1,695.00
2	E-09	NOTE: Bluesea Auto Eject Shoreline Plug, 20 Amp (Module Rear) Red above left tail light. Blue for 110 vac system above left tail light. NOTE: Larger Auto Eject Access	\$955.56	\$860.00
2	E-11	Shoreline Indicator at Shoreline	\$500.00	\$450.00
		Outlets & Interior Lighting		

3	E-12 110 V Outlet, Additional per Outlet (rear wall at foot of S/B, in action wall, in Danhard cabinet)	\$433.33	\$390.00
2	12V DC Outlet, Cigar Style, Additional per Outlet		\$120.00
	E-13 outlets in action wall, (1) in right wall	\$133.33	
3	Dual USB Outlet (1) Located on the passenger side of the center console. (1) Front console facing dash, right side low, (1) in action area.	\$350.00	\$315.00
1	E-22 Power Door Lock Control Head	\$666.67	\$600.00
8	E-23 Power Door Lock Per Door	\$1,422.22	\$1,280.00
9	E-25 Whelen Round LED Domelights w/Chrome Flange (Upgrade per Lt)	\$150.00	\$135.00
1	E-28 Additional Dome Lights (Above curbside entry door stepwell)	\$194.44	\$175.00
	Switches & Secure Idle		
1	E-34 Hidden Switch in Grill for Door Locks (tie cab and module locks together)	\$194.44	\$175.00
	Pre-wires, Radios, Intercom, & Clocks		
4	E-38 Antenna Pre-Wire, (additional per Pre-Wire)	\$222.22	\$200.00
	Install Customer Radio Cable (each)		
2	E-40 Note: Specify Brand of Radio Cable:	\$333.33	\$300.00
3	E-41 Install Customer Antenna (each)	\$500.00	\$450.00
2	E-42 Install Customer Radio Head (each)	\$555.56	\$500.00
1	E-43 Two Radio Speakers in Patient Compartment	\$194.44	\$175.00
1	E-44 Volume Control for Rear Speakers Mounted in Action Area	\$166.67	\$150.00
1	E-46 Carbon Monoxide Monitor	\$194.44	\$175.00
	V-Mux Options		
1	E-47 Warning Lights in Secondary w/Park Brake or Park ("Park" n.a. on some chassis')		nc
1	E-48 Park Brake Override Switch		nc
1	E-49 Full Set of Diagnostic Screens (w/Vista IV Upgrade Only)		nc
1	E-50 Truck Information Screen (w/Vista IV Upgrade Only)		nc
1	E-51 Up to 10 Intensities on Dome Lights (Off-Hi-Lo is Standard)		nc
1	E-52 Up to 10 Speeds on Exhaust Fans (Off-On is Standard)		nc
1	E-53 Up to 10 Speeds on HVAC Fan		nc
1	E-54 Custom Flash Patterns (Specify on Page 9)		nc
1	E-55 Rear Flashers on in Reverse (Specify on Page 9)		nc
1	E-56 Side Scene on in Reverse		nc
1	E-57 Brake Override		nc
1	E-58 Custom Load Sequencing (On or Off) (Specify on Page 9)		nc
1	E-59 Custom Load Shedding (Specify on Page 9)		nc
1	E-60 Upgrade Switches to Vista IV Screens	\$4,277.78	\$3,850.00
1	E-63 Reverse Camera Tied into V-MVX Screen (w/Vista IV Upgrade Only)	\$611.11	\$550.00
1	E-64 O2 Sensor for V-MVX System (Requires Ordering M-16) (w/Vista IV Upgrade Only)	\$455.56	\$410.00
1	E-65 Exterior Temperature Readout (w/Vista IV Upgrade Only)	\$194.44	\$175.00
1	E-66 Ammeter Readout (w/Vista IV Upgrade Only)	\$544.44	\$490.00
	HVAC Systems		
1	E-68 Danhardt 110V Cool Unit WITH PLENUM AND DUCTS (AC only, NO Heat)	\$5,905.56	\$5,315.00
1	E-70 Norcold 1.7 cubic feet Refrigerator	\$1,350.00	\$1,215.00
1	E-75 Auxiliary Condenser	\$1,438.89	\$1,295.00
1	E-76 Upcharge to Install Condensor on Front of Module	\$666.67	\$600.00
	Mirrors, Hind-Sight, Backup Camera, & Spotlights		
1	E-81 Brigade Sonar Backup Assist	\$944.44	\$850.00
	Additional Electrical Options & Special Instruction		
1	Atomic Clock on rear wall	\$61.11	\$55.00
1	Firecom and arrowstick controls moved overhead	\$388.89	\$350.00
1	Rear module and rear-most side warning lights to activate when unit placed in reverse.	\$100.00	\$90.00
1	High idle on with warning lights and emergency brake	\$138.89	\$125.00
1	Center rear amber light to flash with warning lights and when unit is in park.	\$50.00	\$45.00
1	Secret switch to interlock with shifter	\$666.67	\$600.00
	"All rear amber lights: Center rear amber is on warning light switch.		
1	Amber lights to come on when ignition on and unit in neutral/park brake set. Disable when placed in gear."	\$50.00	\$45.00
1	Move Liquid Spring control to top #1 compartment	\$111.11	\$100.00
	Auto Secondary, Neutral Safety, Custom		
1	To automatically shut off the following lights when vehicle transmission is placed in park: center white light, and white lights in lightbars on cab roof.		
	Circuit still gets the warning light switch & secondary override. The secondary override switch is for the center white light. White lights in lightbars will stay off until vehicle is placed back into gear.	\$100.00	\$90.00
1	Automatic Secondary, Neutral, W/ Switch		
	Auto secondary to shut off center white light, (4) grille lights, and (2) front intersection lights, when vehicle is placed in neutral.	\$200.00	\$180.00
1	Liquid Spring to function when battery switch is on but ignition is off	\$100.00	\$90.00
1	Rear A/C to come on full cool and high fan when truck is started	\$100.00	\$90.00
1	Two additional key fobs	\$388.89	\$350.00
1	Outlet, 110 VAC, 16" Power Strip in action area per drawings.	\$233.33	\$210.00
1	Master Switch Hot in center console for spotlight	\$83.33	\$75.00
1	Power Source, 12 VDC, 20 Amp ignition hot behind driver seat		

	"Power Source,12 VDC,30 Amp (+-)		
	(1) Ignition Hot, to terminate in center console, at buss bars, (hot and ground).		
3	(1) Constant Hot, to terminate behind Str/s A/A, w/6 foot tails (hot and ground).		
	(1) Ignition Hot, to terminate behind Str/s A/A, w/6 foot tails (hot and ground)."		
1	"Power Source,12 VDC,30 Amp (+-)		
	Constant Hot, to terminate in center console, at buss bars,(hot and ground)."	\$66.67	\$60.00
2	Buss Bars, 5 Position, (2 Each) inside cab console, for 30amp power source	\$288.89	\$260.00
1	NOTE: Spotlight wire to come from behind passenger seat	\$100.00	\$90.00
1	Set of LED Bumper Pole Markers. Bore, Lighted	\$472.22	\$425.00
3	HARD WIRED Key Pad for Power Lock System	\$2,833.33	\$2,550.00
	E-39: Install customers antennas:		
1	(1) Front cab roof to passenger seat.		
	(1) From left front corner of mod roof to passenger seat.		
	(1) GPS antenna from cab roof to front console.		
	E-38: Run customer radio cables:		
1	(1) Service panel to passenger seat.		
	(1) Front console to passenger seat.		
	E-40: Mount customer radio heads:		
1	(1) in action area		
	(1) trunk mount behind passenger seat.		
1	Install customer supplied Firecom System per drawings	\$877.78	\$790.00
1	Install Pro Air UV light in duct work	\$400.00	\$360.00
1	Aluminum Brush Guard for reverse camera	\$166.67	\$150.00
1	NOTE: 2 Minute Timer		
1	NOTE: Engraved Placards I.L.O. Stickers	\$388.89	\$350.00
1	Kussmaul 091-28 Air Eject on Rear of Module	\$438.89	\$395.00
	I.V. & Suction		
2	M-01 Perko I.V. Clip with Velcro Strap	\$66.67	\$60.00
1	M-04 Sscor VX-2 Portable / Permanent Suction I.L.O. Standard	\$900.00	\$810.00
	Cot Mounts		
1	M-12 Install Dealer-supplied Power Load	\$1,333.33	\$1,200.00
	Oxygen		
1	M-17 Additional O2 Outlet Over Squad Bench	\$205.56	\$185.00
1	M-18 O2 Regulator for "M" Tank	\$127.78	\$115.00
1	M-21 Electric O2 Solenoid w/Switch	\$466.67	\$420.00
	Additional Medical Options & Special Instructions		
1	NOTE: COT Mount to be 16" from Center to left wall.		
	- Mount forward from normal position. See Drawings.		
1	NOTE: Install Stryker Decals per previous truck location.		
	Laminate & Vinyl		
1	I-02 Custom Vinyl Color	\$222.22	\$200.00
1	Zolatone Color: 20-62 MARBLESTONE		
1	Vinyl Color: MV-102 GUNMETAL		
1	Lonplate Color: #424 GUNMETAL		
	Flooring, Aisle, Backboard Slots		
1	I-06 Composite Subfloor	\$866.67	\$780.00
	Seating, Squad Bench, EMT, CPR		
1	I-07 Swivel Pedestal for EVS Attendant Seat	\$444.44	\$400.00
1	I-12 5-Pt. Child Seat	\$1,500.00	\$1,350.00
	6-Point Seat Belt, Per Position		
2	Note: Specify Color (If no color is chosen, black will be provided:		
1	I-20 Black ☒ X ☐ Orange ☐ Red ☐ Yellow ☐	\$1,133.33	\$1,020.00
	Cabinetry, Windows, Marker Boards, Shelves, & HVAC Ducts		
1	I-30 Customize Console in Type I	\$166.67	\$150.00
1	I-32 Aluminum Cabinetry (Requires Spray Coating)	\$7,800.00	\$7,020.00
2	I-44 Tilt-up Speed Load Cabinet Windows, w/latch (above action area)	\$611.11	\$550.00
2	I-45 Interior Access to Exterior Compartment	\$888.89	\$800.00
2	I-51 Track-Type Adjustable Shelves in Interior Cabinets, (above action area)	\$166.67	\$150.00
1	I-59 Glove Storage Over Side Entry Door	\$472.22	\$425.00
3	I-64 Chevrons on Entry Door Kickplates (Per Door)	\$583.33	\$525.00
	Doors, Locks, & Latches		
13	I-71 Southco Stainless Steel Latches, (per Latch)	\$505.56	\$455.00
	Counter Tops		
1	I-74 Speckled Color Finish in Silk Stone Action Area Countertop	\$722.22	\$650.00
1	Stainless Steel Counter Top with 1 1/2" Vertical Lips	\$944.44	\$850.00
	Sharps, Waste, & Drawers		
4	I-86 Drawer for General Storage (curbside per drawing)	\$1,666.67	\$1,500.00
	Grab Rails & Bars, Armrests		
1	I-89 Additional Grab Rail Over Squad Bench	\$366.67	\$330.00

1	I-94	12" Stainless Grab Handle (side entry door)	\$155.56	\$140.00
12	I-95	Make Grab Bar Yellow (Price Each)	\$1,266.67	\$1,140.00
Qty		Insulation & Sound Deadening		
1	I-97	3M Sound Deadening on Back of Exterior Compartments	\$555.56	\$500.00
		Additional Headroom, Crawl Through (Type I), Bariatric Package		
1	I-99	Custom Headroom, Fill in Height 74"	\$777.78	\$700.00
1	I-100	Crawl Through to Cab, (Type I) match previous	\$1,388.89	\$1,250.00
		Additional Interior Options & Special Instructions		
1		Yellow/Black non skid tape. Match previous	\$33.33	\$30.00
1		NOTE: Console to be Aluminum	\$833.33	\$750.00
1		Cabinet at head of bench	\$666.67	\$600.00
1		Move Vent to right side	\$100.00	\$90.00
1		Center Attendant seat with COT	\$100.00	\$90.00
1		Custom horizontal HVAC mounted at angle in bulkhead	\$1,388.89	\$1,250.00
3		Stainless Steel Cot Plates (SILICONE AROUND EDGES OF THESE PLATES AND DOOR THRESHHOLDS)	\$416.67	\$375.00
1		1" Lip on Right Wall Counter	\$83.33	\$75.00
2		Build HVAC Cabinet for 12 x 12 x 1 Intake Filter	\$222.22	\$200.00
3		Rubber mats on all cabinet shelves	\$166.67	\$150.00
3		Dry Deck on floor of left wall cabinets	\$333.33	\$300.00
1		NOTE: DO NOT angle cabinet over action area		
2		Glover Butlers (Match previous)	\$133.33	\$120.00
1		CompX control to lock five drawers	\$2,972.22	\$2,675.00
3		Fixed dividers in forward portion of cabinet "E"	\$250.00	\$225.00
1		Hinged red painted aluminum to access sharps and waste at head of bench. Photos in file.	\$744.44	\$670.00
1		3-slot vest holder (Left wall)	\$444.44	\$400.00
1		Stainless guard, left rear	\$100.00	\$90.00
1		Plastic guard, left rear	\$100.00	\$90.00
1		Corner trim per drawings	\$194.44	\$175.00
1		Install standard CompX narc box over bench	\$1,388.89	\$1,250.00
		Custom Body Size, Compartments, Doors & Door Window		
1	EX-01	Custom body Length. Fill in Length 186"	\$888.89	\$800.00
1	EX-03	Additional Exterior Compartment, (separate OSS#1)	\$1,222.22	\$1,100.00
1	EX-04	Compartment Over Wheel Well w/ Rollout Drawer (top hinge)	\$1,500.00	\$1,350.00
5	EX-05	Change Exterior Compartment Size	\$2,083.33	\$1,875.00
2	EX-09	Double Door on Exterior Compartment ILO Single Door	\$1,166.67	\$1,050.00
1	EX-16	Dry Deck All Compartments	\$722.22	\$650.00
		Shelves & Dividers		
1	EX-20	Adjustable Shelving Unit in Exterior Compartment w/One Shelf 12"-30" wide #5	\$238.89	\$215.00
1	EX-21	Adjustable Shelving Unit in Exterior Compartment w/One Shelf 30"-48" wide #4	\$250.00	\$225.00
1	EX-23	Additional Shelf in Exterior Compartment 12"-30" wide #5	\$155.56	\$140.00
1	EX-24	Additional Shelf in Exterior Compartment 30"-48" wide #2	\$166.67	\$150.00
2	EX-25	Aluminum Backboard Divider	\$488.89	\$440.00
1	EX-28	Additional Backboard Strap (match previous)	\$61.11	\$55.00
		Rear Bumpers & Entry Steps		
1	EX-35	Smooth Aluminum Kickplates (3)		
3	EX-36	Dual Interior Emergency Door-Open Handles, Price per Door	\$366.67	\$330.00
2	EX-39	Drop Skirt Line 6" from Right Rear Wheel to Right Front Corner, Add 2nd Entry Step (Drop Skirt = Both Sides)	\$1,666.67	\$1,500.00
3	EX-40	Painted Number Placards	\$750.00	\$675.00
1		Additional Charge for Extra Body Length	\$777.78	\$700.00
1		Recess for air eject	\$416.67	\$375.00
1		Fixed shelf 12" from top of OSS #5 with screwed on removable panel	\$333.33	\$300.00
2		Gas struts on #3 compartment door	\$361.11	\$325.00
1		OSS #1 shall have (2) separate compartments and doors. -		
1		Lockable upper #1A shall have have single door and will house 110 components & inverter. Door shall be lockable manually (no power lock). Vent to exterior only Lower compartment #1B to be connected to power locks. (EX-03) Storage for four (3) SCBA bottles at bottom floor of OSS #1. Removeable pocket for 25" depth.	\$1,000.00	\$900.00
1		NOTE: Scorpion inside of above tubes	\$1,000.00	\$900.00
3		Three (3) Zico SCBA brackets, angled, for Scott 4500 PSI cylindre. Zico model SC-50-H-6-SF bracket for 6.75" bottle with Zico	\$550.00	\$495.00
2		Two (3) Angled brackets for above		
1		Aluminum backboard strap, #7	\$111.11	\$100.00
1		Chrome center caps	\$444.44	\$400.00
1		Fixed Shelf in #7	\$200.00	\$180.00
1		.125" flat aluminum peg board covering B wall of #4. .023" holes spaced 1.875" apart	\$1,166.67	\$1,050.00
		Rub Rail, Tow Hooks, Mud Flaps, Chains		
1	EX-46	Reflective Tape in Rub Rail--FILL IN COLOR white	\$444.44	\$400.00
1	EX-48	Stainless Steel Fuel Guard	\$83.33	\$75.00
1	EX-61	Rubber Fenderettes		nc
1	EX-66	Divider & Fixed Shelf in #1 or #5	(\$277.78)	(\$250.00)
		MISCELLANEOUS OPTIONS		
1	MS-01	Credit for Shipping Spare Tire Loose	(\$55.56)	(\$50.00)
1	MS-05	Delete Decal Package	(\$138.89)	(\$125.00)
1	MS-06	Extended Electrical Warranty 7-years/100,000	\$777.78	\$700.00
		Additional Exterior & Miscellaneous Options & Special Instructions		

1	Square Compartment for four (4) D Tanks aft of rear wheel. Note: Use real door.	\$1,333.33	\$1,200.00
1	NOTE: Scorpion inside of above tubes	\$950.00	\$855.00
1	5" Drop floor of OSS #4	\$333.33	\$300.00
1	OSS #4 shall be roll up door with shield	\$888.89	\$800.00
1	Amdor 9355-36 strap for roll up door		
2	Cast Lo-Pro Vent on #1 and #1A Doors	\$166.67	\$150.00
2	Nader Pin Covers on lower rear nader pins	\$138.89	\$125.00
1	NOTE: Drip Rails shall be adhered with VHB. No Screws will be used.		
Qty	PAINT OPTIONS		
1	P-08 ½ Red / ½ White Cab & Box (Including Door Jambs)	\$6,333.33	\$5,700.00
1	P-09 Any Color of Paint other than White	\$1,444.44	\$1,300.00
1	P-10 Wet Sand & Buff	\$3,638.89	\$3,275.00
1	P-13 Delete Standard Beltline Paint	(\$583.33)	(\$525.00)
	Pinstripe		
1	P-22 6" Oracal Reflexite Chevron, Two Colors	\$1,888.89	\$1,700.00
1	P-28 6" Oracal Reflexite Chevron on Rear Doors, Two Colors	\$1,111.11	\$1,000.00
	Additional Paint Options & Special Instructions		
1	Broward County Graphics	\$6,444.44	\$5,800.00
1	Top of module shall be painted white and not visible from ground	\$1,111.11	\$1,000.00
1	Chevron rear kick plate	\$722.22	\$650.00
1	Install 12" number and 32" SOL on roof	\$166.67	\$150.00
	Additional Options & Instructions		
1	Stryker Powerload System	\$38,367.78	\$51,000.00
1	Stryker PowerPro Stretcher	\$36,616.67	\$36,218.00
1	Stryker 6252 Stair Chair	\$7,324.44	\$8,347.00
1	Firecom Intercom System	\$4,340.00	\$3,906.00
	ORDER SUMMARY		
	SUBTOTAL OF OPTIONS: \$		\$246,627.00
	(+) BASE PRICE: \$		\$304,143.00
	TOTAL UNIT PRICE: \$		\$550,770.00

Prepared for:
Paul Marshall
OSAGE AMBULANCE INC
194 TWIN RIDGE
RD

LINN, MO 65051
Phone: 314-566-
4991



Prepared by:
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Phone: 920-766-5222

A proposal for
OSAGE AMBULANCE INC

Prepared by
TRUCK CTY OF WISCONSIN, INC.
Rick Kinney

2024 BROWARD SHERIFF'S OFFICE
+BUDGETARY SPEC*

Jan 24, 2023

Freightliner M2 106 Plus



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.7.803
Data Version PRL-
27M.026
2024 BSO-PLUS



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SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-27M	M2 PRL-27M (EFF:MY24 ORDERS)		
Data Version			
DRL-026	SPECPRO21 DATA RELEASE VER 026		
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-224	2024 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-006	RESCUE AND EMERGENCY SERVICE		
A84-1EV	EMERGENCY VEHICLES BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 12000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 22000.0 lbs		
Truck Service			

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Page 2 of 16

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Data Code	Description	Weight Front	Weight Rear
AA3-024	AMBULANCE BODY		
AF3-999	CUSTOM MFR'S/BODY TYPE IDENTIFICATION		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		

Engine

101-22A CUM B6.7 260EV HP @ 2400 RPM, 2600 GOV, 660
LB-FT @ 1600 RPM, R/F/E

Electronic Parameters

79A-075 75 MPH ROAD SPEED LIMIT
79B-000 CRUISE CONTROL SPEED LIMIT SAME AS ROAD
SPEED LIMIT
79K-007 PTO MODE ENGINE RPM LIMIT - 1100 RPM
79M-001 PTO MODE BRAKE OVERRIDE - SERVICE
BRAKE APPLIED
79U-007 PTO GOVERNOR RAMP RATE - 250 RPM PER
SECOND
79W-001 ONE REMOTE PTO SPEED
79X-008 PTO SPEED 1 SETTING - 1100 RPM
80G-008 PTO MINIMUM RPM - 1100
80J-001 REGEN INHIBIT SPEED THRESHOLD - 0 MPH

Engine Equipment

99C-021 2010 EPA/CARB/GHG21 CONFIGURATION
99D-010 NO 2008 CARB EMISSION CERTIFICATION
13E-001 STANDARD OIL PAN
105-001 ENGINE MOUNTED OIL CHECK AND FILL
014-099 SIDE OF HOOD AIR INTAKE WITH FIREWALL
MOUNTED DONALDSON AIR CLEANER
124-120 LN 12V 320 AMP 4962PGH PAD MOUNT
ALTERNATOR 10
292-203 (3) DTNA GENUINE, FLOODED STARTING, MIN
2250CCA, 510RC, THREADED STUD BATTERIES 40 20
290-017 BATTERY BOX FRAME MOUNTED
281-001 STANDARD BATTERY JUMPERS
282-042 LH BATTERY BOX MOUNTED AS FAR AFT AS
POSSIBLE, NO GREATER THAN 60 INCHES
BACK OF CAB
291-017 WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
289-001 NON-POLISHED BATTERY BOX COVER

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Data Code	Description	Weight Front	Weight Rear
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-1AR	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF WITH BRAKE LAMPS	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-999	AMBULANCE DEF CONFIGURATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-100	700 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		

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Data Code	Description	Weight Front	Weight Rear
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-1KD	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-343	ALLISON VOCATIONAL PACKAGE 227 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL EVS
84B-003	ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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Data Code	Description	Weight Front	Weight Rear
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-824	(2) CUSTOMER INSTALLED CHELSEA 280 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A5	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES	
403-026	FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING	
419-023	CONMET CAST IRON FRONT BRAKE DRUMS	
427-001	FRONT BRAKE DUST SHIELDS	5
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS	
536-050	TRW THP-60 POWER STEERING	

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Data Code	Description	Weight Front	Weight Rear
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-062	10,000# TAPERLEAF FRONT SUSPENSION		
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
629-004	FRONT SWAYBAR	60	
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1C6	DETROIT DA-RS-17.5-2 17,500# R-SERIES SINGLE REAR AXLE		-170
421-478	4.78 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-079	MXL 16T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-20	-20
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-025	FIRE AND EMERGENCY SEVERE SERVICE NON- ASBESTOS REAR BRAKE LINING		
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
	LIQUID SPRING REAR SUSPENSION- AFTERMARKET INSTALLATION		
Brake System			
018-002	AIR BRAKE PACKAGE		

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Data Code	Description	Weight Front	Weight Rear
490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-001	STANDARD AIR SYSTEM PRESSURE PROTECTION AND 85 PSI PRESSURE PROTECTION FOR AIR HORN(S)		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
46A-023	(1) 1730 CUBIC INCH AIR HORN TANK, 85 PSI PRESSURE PROTECTED INLET WITH CHECK VALVE AND QUICK DISCONNECT FITTING	20	25
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)		

Wheelbase & Frame

545-442	4425MM (174 INCH) WHEELBASE		
546-094	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH) 80KSI	-60	-10
552-042	1950MM (77 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	80
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 108.66 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.66 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 289.99 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 180.36 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 57.46 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		

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Data Code	Description	Weight Front	Weight Rear
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fuel Tanks			
204-998	NO LH FUEL TANK	-60	-20
230-043	40 GALLON/151 LITER RECTANGULAR STEEL FUEL TANK - BETWEEN RAILS		160
218-005	RECTANGULAR FUEL TANK(S)		
215-009	PAINTED FUEL TANK(S), PAINTED STRAPS WITH RUBBER ISOLATORS		
231-004	FUEL TANK(S) MOUNTED BETWEEN RAILS AFT OF REAR AXLE	10	155
664-001	PLAIN STEP FINISH		
205-060	LH SIDEFILL FUEL TANK PREP CAP		
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
216-001	SINGLE SUCTION AND RETURN FUEL LINES		
20E-001	AUXILIARY FUEL SUPPLY AND RETURN PORTS		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-0BN	MICHELIN XZE 255/70R22.5 16 PLY RADIAL FRONT TIRES	-34	
094-0BN	MICHELIN XZE 255/70R22.5 16 PLY RADIAL REAR TIRES		-68

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Data Code	Description	Weight Front	Weight Rear
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT 5.81 INSET ALUMINUM DISC FRONT WHEELS	-62	
505-766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-124
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY		
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY		
52M-004	FORCEMATCH TRIE/WHEEL RUNOUT CHECKMARK AND STATIC BALANCING-ALL TIRES/WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
498-1AB	INNER WHEEL EXTENSIONS, OUTBOARD AIRING, ALUMINUM OUTER WHEELS WITH RUBBER STABILIZERS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-009	RUBBER CAB MOUNTS		
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-1B0	DUAL 25 INCH ROUND STUTTER TONE HOOD MOUNTED AIR HORNS	8	
726-002	DUAL ELECTRIC HORNS		
728-002	DUAL HORN SHIELDS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		

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Data Code	Description	Weight Front	Weight Rear
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-046	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
764-010	COMPOSITE EXTERIOR SUN VISOR	10	
768-998	NO REAR WINDOW	-20	
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
055-017	PROFESSIONAL TRIM PACKAGE		
707-105	MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"		
70K-016	CARBON WITH BASE BLACK ACCENT		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-034	ASH CUP AND (1)LIGHTER, (1)12V POWER OUTLET, (1)DASH MTD DUAL USB-C OUTLET		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		

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Data Code	Description	Weight Front	Weight Rear
680-029	M2/SD DASH		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
689-111	PREP KIT FOR CUSTOMER INSTALLED AUXILIARY HEATER, PLUMBING FROM ENGINE TO BACK OF CAB WITH SHUTOFF VALVES ON LH	25	
170-015	STANDARD HEATER PLUMBING		
130-043	(1) VALEO HEAVY DUTY AND (1) SANDEN COMPACT REFRIGERANT COMPRESSORS	20	
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B3	STANDARD LED CAB LIGHTING		
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS	2	
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
756-1E7	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT WITH NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	50	
760-1E7	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	40	15
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-105	NFPA 1901-2009 HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		

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Data Code	Description	Weight Front	Weight Rear
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
732-998	NO INSTRUMENT PANEL-DRIVER		
734-024	INTEGRATED UPPER & LOWER STORAGE PANELS		
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-035	ELECTRONIC AIR RESTRICTION INDICATOR DISPLAYED IN DRIVER DISPLAY		
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
48H-004	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS		
48C-002	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH BLUNTCUTS		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		

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Prepared for:
Paul Marshall
OSAGE AMBULANCE INC
194 TWIN RIDGE
RD

LINN, MO 65051
Phone: 314-566-
4991



Prepared by:
Rick Kinney
TRUCK CTY OF WISCONSIN,
INC.
2401 PROGRESS WAY
KAUKAUNA, WI 541309559
Phone: 920-766-5222

Data Code	Description	Weight Front	Weight Rear
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-024	LEFTHAND/CENTER/RIGHTHAND OVERHEAD INSTRUMENT PANEL BLANK		
746-135	AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
78C-003	INTEROPERABLE SDAR ANTENNA		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
264-028	(2) LH AND RH FOOT SWITCHES WITH DASH SWITCH FOR HORN BUTTON TO CONTROL AIR HORN, DEFAULT TO ELECTRIC <85 PSI		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
27D-004	ALTERNATING FLASHING HEADLAMP SYSTEM WITH BODY BUILDER CONTROLLED ENGAGEMENT		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		

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Data Code	Description	Weight Front	Weight Rear
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
Design			
065-376	PAINT: FTL EMERGENCY-7		
Color			
980-5A1	CAB COLOR A: L0001EY BLACK ELITE EY-TBD		
981-6D7	CAB COLOR B: L4664EY RED PIERCE #90 ELITE EY-TBD		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
976-995	SUNVISOR PAINTED SAME AS CAB COLOR A		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
998-033	CORPORATE PDI CENTER IN-SERVICE AND OPTION INSTALLATION/MODIFICATION		
99B-014	SHIP TO FONTAINE (LAREDO, TX) PRIOR TO DELIVERY LIQUID SPRING INSTALLATION PERFORMED AT FONTAINE MODIFICATION IN CHARLOTTE NC. LIQUID SPRING IS NOT A FREIGHTLINER OR DEALER INSTALLED OPTION AND IS NOT COVERED BY FREIGHTLINER WARRANTY, ANY LIQUID SPRING SERVICE NEEDS TO BE PROVIDED BY LIQUID SPRING AND/OR THEIR DEALERS, CUSTOMER MUST ASSUME RESPONSIBILITY FOR ANY CHARGES. ANY ADJUSTMENTS OR CHASSIS DIAGNOSTICS RELATED TO THE REMOVAL OF THE FACTORY SUSPENSION AND/OR HANDLING CHARACTERISTICS ARE NOT COVERED UNDER THE FREIGHTLINER WARRANTY.		

TOTAL VEHICLE SUMMARY

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KAUKAUNA, WI 541309559
Phone: 920-766-5222

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6057 lbs	3538 lbs	9595 lbs
Total Weight ⁺	6057 lbs	3538 lbs	9595 lbs

Extended Warranty

WBB-330	TC3: MD MODERATE 5 YEARS/100,000 MILES / 161,000 KM EXTENDED TRUCK COVERAGE. FEX APPLIES
WAG-074	TOWING: TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$750 CAP FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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EXHIBIT B
WARRANTY



Emergency Vehicle Limited Warranty

TYPE I & III MODULARS

Subject to limitations, provisions and conditions set forth in this Warranty, Osage Industries, Inc. does hereby warrant to each Original Purchaser Only that each new vehicle conversion is free from defects and workmanship and materials used in the construction of a production model emergency vehicle for a period as follows:

A. **PRODUCT CONVERSION WARRANTY**

For **THREE 3 years or 36,000 miles**, whichever comes first, from the date of the original purchase. Osage Industries, Inc. will repair or replace, at no cost to purchaser, only those components manufactured by Osage Industries, Inc. for use in a production vehicle and excludes components from other manufacturers used in such conversions; i.e. sirens, inverters, lightbars, oxygen equipment, auto eject, siren drivers and chassis, etc. Individual warranties are covered by those manufacturers included in the Owner's Manual as supplied with the vehicle and shall apply as set forth by said manufacturer. Osage will only reimburse labor up to (3) years on those components with more than a (3) year warranty.

B. **ELECTRICAL WARRANTY**

For **SIX (6) years or 72,000 miles**, whichever comes first, from the date of the original purchase, Osage Industries, Inc. will cover the cost of labor and material, in the repair or replacement of the electrical systems furnished and installed by Osage Industries, Inc. This warranty shall include switch panels, electrical harnesses (and the installation), printed circuit boards and general design concept used by Osage Industries, Inc. at the time of manufacture. This warranty shall not apply to any electrical equipment furnished and warranted by other manufacturers. All other components are excluded from the coverage of this limited electrical warranty. **Extended Warranty if Purchased:** For up to **Seven 7 years or 100,000 miles** on electrical stated above.

C. **ALUMINUM MODULE BODY AND INTERIOR ALUMINUM CABINET STRUCTURE**

Lifetime warranted to the original purchaser, on the original chassis. This warranty can be transferred onto a new chassis, providing the remount is performed by Osage. At that time, Osage will thoroughly inspect and repair, if needed. **Door Hardware, Cabinet Finish and Latches** are warranted for a period of **Three (3) years or 36,000 miles**, whichever comes first from date of original purchase for defects under normal use; this does not include adjustments.

D. **PAINT WARRANTY 5 YEARS OR 100,000 MILES**

Complete, NON-PRO RATED warranty covers paint finish, corrosion and blistering of the ambulance body. Warranty covers the cost of parts and labor. Unless installed by Osage, lettering and graphics replacement due to paint failure will not be covered. Warranty is dependent on agreement by both parties (purchaser and seller) that failure is due to a manufacturing defect.

E. **GRAPHICS WARRANTY 3 YEARS OR 36,000 MILES**

Osage warrants its graphics and lettering package to be free from defects in material and workmanship for **three (3) years or 36,000 miles**. Warranty covers cost of parts and labor. Osage will not be liable for more than the amount of the purchase price of the graphics package.

F. **BLACK OUT ITEMS - (PARTS SPRAYED WITH SCORPION LINER) 1 year or 12,000 miles**

Osage warrants blackout items, for **one 1 year or 12,000 miles**, whichever comes first, against adhesion failure of the scorpion liner to the item sprayed. This excludes fading, chipping, rub marks and scratches.

The above warranties are conditioned upon normal use and reasonable maintenance and do not apply to any components, which have been subject to abuse, accident, alteration, vandalism, and improper or careless use. Any modification of any description made to any components on the conversion, without written approval by Osage Industries, Inc. shall void the warranty of said system and components parts.

Prompt written notice of all defects or claims against Osage shall be forwarded to Osage Industries, Inc., P.O. Box 718, Linn, Missouri (MO) 65051, or by calling at 800-822-3634. No repairs or additions shall be performed without prior approval from Osage Industries, Inc. Osage Industries, Inc. reserves the right to reject unauthorized claims and its decision in these matters shall be final.

If warranty repairs are necessary, all work must be performed by Osage Industries, Inc. or repair center authorized by Osage Industries, Inc. It is the responsibility of the purchaser to transport vehicle to and from Osage Industries, Inc., Linn, Missouri (MO), or repair center authorized by Osage Industries, Inc. for warranty repairs. Osage is not responsible for any loss or damage that may occur during said transportation.

Any expressed warranty not provided herein and any remedy for breach of contract which might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and fitness for any particular purpose are expressly limited to the terms stated above. Some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations may not apply to you. Osage is not responsible for any loss or damage that may occur during said transportation.

Under no circumstances shall Osage Industries, Inc. be liable to purchaser or any other person for any special or consequential damages, whether arising out of breach of warranty, breach of contract, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

This Warranty gives you specific legal rights, and you may have other rights, which vary, from state to state.

06/10/19

Document Control Number OM 19-1-34 Rev I

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer’s request for such a proposal.

2. **Purpose.** This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.
3. **Term of Agreement.** This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. **Purchase and Payment.** Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. **Representations and Warranties.** Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.
- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
 - b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
- a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

Filter

Pallet Jacks

1 product

Pallet jacks have forks that slide underneath or into openings on pallets, skids, and containers, and they have a hydraulic pump that lifts the loaded forks. Also known as pallet trucks, pallet pumps, and pump trucks, these wheeled vehicles are used to lift and move heavy loads in warehouses, loading docks, manufacturing plants, and other industrial settings. Pallet jacks require less maintenance and can maneuver more easily in tight spaces than forklifts. Manual pallet jacks are completely operated by hand and require less maintenance than fully powered and partially powered pallet jacks. Manual-lift/powered-drive pallet jacks and powered pallet jacks are fully or partially powered by an electric motor and take less physical effort to operate than manual pallet jacks. Unless noted otherwise, pallet jacks are for use on firm, level surfaces because they may roll back if used on inclines.



Powered Pallet Jacks

[Clear All](#)

Operation

Electric ×

Fork Length

45-1/2 in ×

Powered Pallet Jacks



Powered pallet jacks have an electric motor that both propels the pallet jacks and raises and lowers their forks. This reduces the physical effort it takes to operate them and move them over long distances, and it allows them to travel on inclined surfaces such as sloped floors or ramps. Also known as electric pallet jacks and walkie pallet jacks, powered pallet jacks allow loads to be loaded, lifted, and moved over long distances more quickly than manual-lift/powered-drive pallet jacks. The motor is powered by a rechargeable battery.

Standard Forks

↑ Load Capacity	Fork LxW	Width Across Forks	Width Between Forks	Overall LxWxH	Brand	Price
4,500 lb	45-1/2 in x 6 in	27 in	13.5 in	70-1/2 in x 27 in x 51 in	BIG JOE	\$6,307.69

Note: Product availability is real-time basis and adjusted continuously. The product will be reserved for you when you complete your order. [More](#) ⓘ



Chat with an Agent



March 7th, 2024

RE: 3150 SW 52 Ave. Pembroke Park, FL 33023

Stephanie Woodbury

Thank you for the opportunity to submit this contract for interior repair services to the property located at 3150 SW 52 Ave., Pembroke Park, FL 33023. The cost of this project is **\$278,956.65**. For the Client's review below is an itemized list of the services that was discussed between both parties. We thank you in advance for your consideration.

SCOPE OF WORK —
Bathrooms Renovation as per ADA

Preparation, demolition, and removal of
A total of 8 Bathrooms (4 small bathrooms Approx. 42 sq. ft. and 2 medium bathrooms Approx. 225 sq. ft. and 2 large size bathrooms Approx. 450 sq. ft. located at three different floors with total of 11 toilets, 15 sinks, 7 urinals, and 4 Handy cap toilets. (Labor and Materials)

Electrical —
Install New GFCI outlets and New Light Fixtures (Labor and Materials)

Plumbing —
Install all new plumbing fixtures, toilets, sinks, handy cap toilet and railing (Labor and Materials)

Flooring —
Install porcelain floor tiles (Labor and Materials)

Painting —
Apply a primer and two coats of Sherwin William paint (Labor and Materials)

Vanity Cabinets
Install shaker style vanities (Labor and Materials)

Total - \$242,571.00
PROFIT & OVERHEAD 15% = \$36,385.65
Total - \$278,956.65

Job Includes
Architectural Drawings
All equipment as needed
All labor and materials
Waste all debris and clean up job areas
Permit and permit runners

Certified General Contractor License No: CGC1521728 Phone 954.665.0852 Fax 954.905.4300
Email EcoBuilders01@gmail.com www.EcoHomeBuild.com

**Job Excludes**

Permit fees

Progress of Payments:

10% Initial Deposit

30% Upon permit approval

25% Upon 25% completion

25% Upon 50% completion

10% Upon final completion

Payment: Invoices will be sent weekly based upon agreement. Payments are due and payable upon presentation of each invoice. Interest will be added (at the current prime rate) to invoices that have not been paid within ten (10) days of the invoice date. A dispute over any portion of Eco Builders Inc invoice shall not relieve the Client responsibility to pay the undisputed portion of the invoice in accordance with the terms of this Contract. Further, the Client shall not withhold amounts from Eco Builders Inc compensation to impose a penalty or liquidated damages on Eco Builders Inc, or to offset sums requested by or paid to vendors for the cost of changes in the Work unless Eco Builders Inc agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

If the Client fails to make payments due to Eco Builders Inc for Services within ten (10) days of the presentation of invoices, or by such other time period as mutually agreed upon by Eco Builders Inc and the Client prior to commencement of Services, upon seven (7) days prior written notice to the Client, Eco Builders Inc will be entitled to terminate or, at Eco Builders Inc option, suspend performance of our Services for which payment is outstanding. Unless payment in full is received by Eco Builders Inc within seven (7) days from the date of the notice, the termination, suspension and/or retention of said services shall take effect without further notice. Eco Builders Inc shall have no liability to the Client for delay or damages caused the Client because of such termination, suspension, or retention of said services and the Client waives any claims against Eco Builders Inc and shall defend and indemnify Eco Builders Inc from and against all claims for injury or loss stemming from Eco Builders Inc cessation of services.

Warranty for the Quality of the Work: Eco Builders Inc warrants to the Client that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Building plans and or the Client, that the Work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Building plans, current building codes, and manufactures specifications.

Eco Builders Inc guarantees their workmanship for one year after the date of completion of the Work. If the Client finds any of the Work to be not in accordance with the requirements of the Building plans, building codes, and manufactures specifications within the one year period, the Client shall give Eco Builders Inc written notice promptly after discovery of the condition. Eco Builders Inc shall promptly correct the condition after receipt of written notice. Eco Builders Inc warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Eco Builders Inc, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage shall be the responsibility of the Client.



Insurance: Eco Builders Inc will provide General Liability insurance during the Work being performed under this Contract. Eco Builders Inc will provide the Client with a copy of said insurance.

Waiver of Consequential Damages: Eco Builders Inc and the Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Contract or Project. Should you find this contract acceptable, please indicate your authorization by signing and dating the electronic copy enclosed and returning it to Eco Builders Inc for our permanent files. The other copy is for your file.

Should you have any questions or if we may be of further assistance in this matter, please do not hesitate to call.

Offered By:

Eco Builders, Inc.

Accepted By

Stephanie Woodbury

Moe Seyed
Project /Manager

Date

MAMBA™

SERIES



POISED TO PUMMEL THE COMPETITION

With its slender body construction, the Mamba™ slithers its way into routes other garbage trucks can't. This satellite side loader offers freedom to load from either side as well as the ability to transfer compacted materials to larger rear loaders. Cart tipper and barrel dumper options, allowing for maximized machine customization, make the Mamba™ a big time player in the market.

American Rescue Plan Act Drawdown

Jurisdiction ID and Name	Town of Pembroke Park
ARPA Funds Received	\$ 3,380,261.00

During the July 12th, 2022 Commission Meeting the Commission approved using ARPA funds to purchase Police vehicles. During the May 11th, 2022 Commission Meeting the Commission approved using ARPA funds to pay for Police Staff salaries; not to exceed \$175,000 between salaries and fringe benefits. On 02/08/2023 the Commission approved ARPA funds to be used for Body Camera Software (\$25,000) and CSA Funding (\$220,000 for the first year - the Town absorbs the following years.) \$100,000 voted on 7/12/23 to use ARPA to complete Town Hardening. Town Hall Hardening will be paid for using the HMGP Grant which is paying 75%. Amnesty program approved Dec 15, 2021 for one year. On Dec. 14, 2022 the Commission voted to extend the program to June 30, 2023

ELIGIBLE REIMBURSEMENTS SPREADSHEET – PRIMARY EXPENDITURES (GOVERNMENT ORGANIZATIONS)

Pay for Officers Through (09/30/2022)								
Name	Salaries	Fringe Benefits	FICA	FRS	Description	Quantity	Cost	Total Cost
Wade Douty	16,923.20	2,810.37	1,289.94	5,342.65				26,366.16
Bill Gordan	16,923.20	2,648.37	1,289.94	5,342.65				26,204.16
Marc Tallentire	16,819.59	3,083.37	1,282.02	5,309.94				26,494.92
Rashana Donovan	12,115.44	1,191.57	884.75	3,824.84				18,016.60
Total Pay 07/2022 -								97,081.86
Pay for Community Service Aids (09/2023-Current)								
Artavia Jenkins	24,041.58	\$ 3,708.96	\$ 1,839.19	\$ 3,262.44				32,852.17
Tiffany Smith	27,315.28	\$ 3,792.00	\$ 2,065.86	\$ 3,706.68				36,879.82
Total Pay 09/2023 - Current								69,732.00
Hazard Pay for 6 FTEs (Public Works)								
Hazard Pay for 6 FTEs (Public Works)	\$ 15,000.00		1,147.50	1,786.50				17,934.00
Other Operational Spending								
Amnesty Program (Bldg)							11,818.32	11,818.32
Sam Galloway 6/28/2022					2022 Ford Interceptor (PD)	1	37,687.50	37,687.50
Garber Ford 12/20/2022					2022 Ford (PD) Maverick	1	21,016.00	21,016.00
Garber Ford 12/27/2022					2022 Ford F-150 (PD)	2	43,877.50	87,755.00
Garber Ford 12/1/2022					2022 Ford Interceptors (PD)	5	44,787.50	223,937.50
Design Graphic (UpFit)					2022 Ford F-150 (PD)	2	740.00	1,480.00
The Shyft Group dba Strobes- R-Us (UpFit)					2022 Ford Interceptors (Commanders Vehicle) (PD)	1	2,490.38	2,490.38
Design Graphic (UpFit)					2022 Ford Interceptors (PD)	5	589.00	2,945.00
Axon (Pro Licenses Year 1)					Body Camera Software (PD)	1	2,366.00	2,366.00
Lou's Police Distribution					CSA Uniforms (PD)		TDB	
Total Paid (Operations)								391,495.70
ARPA Used for Police Salaries								97,081.86
ARPA Used for CSA's								69,732.00
ARPA Used for Hazard Pay								17,934.00
ARPA Other Spending								391,495.70
Total ARPA Funds Used							\$	576,243.55

The ARPA Annual Report is Due on April 30th 2024. All Remaining Funds Must Be Obligated to a Project By **December 31, 2024**. All Projects Must Be Complete and the Funds Must Be Spent By **December 31, 2026**

Amount Remaining From ARPA \$ 2,804,017.45

AGENDA ITEM REPORT



To: Town Mayor & Commission
Subject: 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.
Meeting: 03 13 2024 DRAFT REGULAR COMMISSION MEETING - Mar 13 2024
Department: Code
Staff Contact: Joseline Ramirez, Chief Code Enforcement Officer

RECOMMENDATION:

To extend the amnesty program until 01/31/2026

ATTACHMENTS:

[2021-061 amnesty program](#)
[Agenda Item Report - AIR-22-200 - Pdf](#)
[AGENDA SPECIAL COMMISSION MEETING - Dec 15 2021 - Agenda - Pdf](#)
[ARPA DrawDown](#)
[Building PP presentation Amnesty Program](#)

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

RESOLUTION NO. 2021-061

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA ESTABLISHING AND ADOPTING AMNESTY PROGRAM GUIDELINES FOR PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there has been an excess of work performed in the Town (the “Town”) without permits which goes unchecked for compliance with the codes and which neglects to preserve occupant safety; and

WHEREAS, residing property owners have enlarged and/or modified their homes without first acquiring permits, and this has been compounded by changes in ownership; and

WHEREAS, this has led to an increased concern for the safety, welfare and health of residents; and

WHEREAS, the overwhelming receipt of referrals from concerned citizens, has prompted the Town to create a process to uniformly seek compliance from deficient properties; and

WHEREAS, Town Administration believes that the implementation of an Amnesty Program will educate property owners, and create an opportunity to bring their properties into compliance; and

WHEREAS, currently each property identified, must go through the special magistrate process which makes the overall process lengthy, costly, and burdensome on both the Town and property owners; and

WHEREAS, Town Administration recommends establishment and adoption of the Amnesty Program Guidelines, as attached as Exhibit “A”, to give property owners a window of opportunity to disclose work performed without permits, such disclosure would benefit the Town

and the residents; and

WHEREAS, the Mayor and Town Commission have determined that the recommendation of the establishment of an amnesty program is in the best interest of the Town of Pembroke Park, and its residents.

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

SECTION 1: Establishment of Amnesty Program. The Mayor and Town Commission hereby establish and adopt the Amnesty Program Guidelines” as attached in Exhibit “A”, and as may be amended from time to time.

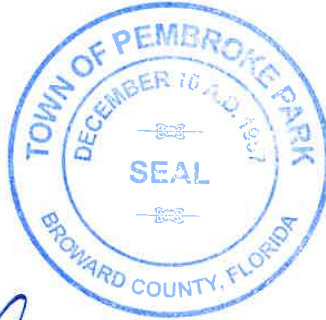
SECTION 2: Town Manager Authorization. The Town Manager is hereby authorized to implement the Amnesty Program Guidelines and take the necessary steps to effectuate the program. The Amnesty Program shall remain effective for a period of one (1) year and which shall commence January 1, 2022.

SECTION 3: Severability That 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: Conflicts. 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: Effective Date. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED this 15 day of December, 2021.

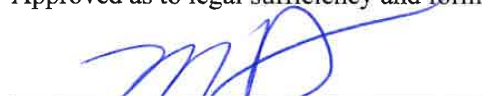



GEOFFREY JACOBS
Mayor

ATTEST:


MARLEN MARTELL
Town Clerk

Approved as to legal sufficiency and form.


MELISSA ANDERSON
Town attorney

AGENDA ITEM REPORT



To: Commission Approval
Subject: Request for Extension to the "Amnesty Program" Expiration Date
Meeting: 12 14 2022 DRAFT AGENDA REGULAR COMMISSION MEETING - Dec 14 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[22-027](#)



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

MEMORANDUM NO.: 22-027

DATE: December 07, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Reynold Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan Carlos (JC) Jimenez, Town Manager

FROM: Miguel A. Núñez, Building Official *MN*

RE: **AMNESTY PROGRAM EXTENSION.**

At this time, I would like to request authorization from the commission to extend the expiration date of the "Amnesty Program" until April 30, 2022, due many unforeseen issues with the outside contributors of this program.

Therefore, your approval to this matter will be appreciated by the applicants and the community.

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

Respectfully submitted.

Cc: File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-027.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-027.docx)



AGENDA

SPECIAL COMMISSION MEETING

7:00 PM - Wednesday, December 15, 2021
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
4.1. Removed from consent item 7.6. Added to consent waiver of penalty fee. Add to agenda Finance Department by Mayor Jacobs	
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
6. PRESENTATIONS	
6.1. Bills of Interest - Lobbyist Sigerson Lobbyist Bills of Interest Memo	7 - 16
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell Special Commission Meeting - November 23, 2021 Workshop Commission Meeting - November 23, 2021 11 23 2021 REVISED 12 29 2021 SPECIAL COMMISSION MINUTES 11 23 2021 REVISED 12 29 2021 Workshop Commission Meeting	17 - 27
7.2. Bills over \$10,000 - Finance Director Taubenfeld Finance Bills Over \$10,000 December 15th 2021	28
7.3. Fiscal 2021 - PRE Audit Revenue and Expenditures for the fiscal year end 2021 - Finance Director Taubenfeld AIR-21-288 None Agenda Item Report - AIR-21-288 - Pdf Replacement of graph on page 31 of the agenda	29 - 34
7.4. Regional Mutual Aid Agreement for Law Enforcement and Fire/Rescue Services - Town Attorney Anderson AIR-21-276 Approve the Regional Mutual Aid Agreement Agenda Item Report - AIR-21-276 - Pdf	35 - 49
7.5. Updates to Employee Handbook - HR Consultant Menegazzo Page 7 of 52	50 - 132

[HR Cover Letter Handbook](#)
[HR Employee Handbook Reviewed by TA](#)

- 7.6. Budget Amendment - 2 Fiscal 2021 - Finance Director Taubenfeld 133 - 157
MOVED ITEM OUT OF CONSENT AND PLACED AS 11.9
AIR-21-287

Approve Budget Amendment
[Agenda Item Report - AIR-21-287 - Pdf](#)

- 7.7. Resolution Approving Progressive Settlement Agreement - Town 158 - 231
Attorney Anderson

RESOLUTION NO. 2021-060

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA
PERTAINING TO THE SUBJECT OF ADMINISTRATION; **APPROVING
A DRAFT SETTLEMENT AGREEMENT BETWEEN THE TOWN OF
PEMBROKE PARK, FLORIDA AND WASTE CONNECTIONS OF FL.,
INC. (F/K/A PROGRESSIVE WASTE SOLUTIONS OF FL, INC.);
AUTHORIZING THE TOWN ATTORNEY TO MAKE SUCH FINAL
CHANGES TO SAME AS MAY BE REQUESTED BY THE TOWN
COMMISSION DURING ITS CONSIDERATION OF THIS MATTER, OR
SUCH OTHER MINOR CHANGES AS MAY BE NECESSARY OR
APPROPRIATE TO FINALIZE SAME; AUTHORIZING THE MAYOR
TO EXECUTE THE SETTLEMENT AGREEMENT ONCE IT HAS BEEN
SO FINALIZED AND APPROVED BY THE TOWN ATTORNEY AND
AFTER EXECUTION BY WASTE CONNECTIONS OF FL., INC.;
PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE
DATE THEREFOR.**

AIR-21-274

Approve the Settlement
[Agenda Item Report - AIR-21-274 - Pdf](#)

- 7.8. Waiver Request - Telesphere Solutions - BTR/Billing Administrator 232 - 235
Grooms - ADDED TO CONSENT AFTER WORKSHOP MEETING,
UPDATED AGENDA 12-16-2021
AIR-21-279

Recommend waiving the penalty fee.
[Waiver Request - Telesphere Solutions - Pdf](#)

8. RESOLUTIONS

- 8.1. Town of Pembroke Park "Amnesty Program" - Building Official Nunez 236 - 267

RESOLUTION NO. 2021 - 061

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA **ESTABLISHING AND
ADOPTING AMNESTY PROGRAM GUIDELINES FOR PROPERTY
OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO**

FACILITATE BRINGING PROPERTY INTO COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

[Agenda Item Report - AIR-21-268 - Pdf](#)
[Building PP presentation Amnesty Program](#)
[2021-061 Amnesty Program](#)

9. ORDINANCES

9.1. 1ST HEARING

268 - 344

Establishing a General Government Facilities Impact Fee - Town Planner Siegel

ORDINANCE NO. 2021-009

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **REPEALING “DIVISION 3. FIRE PUBLIC SAFETY FACILITIES FEE” AND “DIVISION 4. IMPACT FEE ACQUISITION OF PARK LANDS” OF ARTICLE III, CHAPTER 5 “BUILDINGS AND BUILDING REGULATION” OF THE CODE OF ORDINANCES OF THE TOWN OF PEMBROKE PARK; ENACTING A NEW “DIVISION 4. GOVERNMENT FACILITIES IMPACT FEES” OF ARTICLE III, CHAPTER 5 TO PROVIDE FOR IMPACT FEES FOR NEW RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL PROJECTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

AIR-21-278

Approve the Ordinance on First Reading

[Agenda Item Report - AIR-21-278 - Pdf](#)

9.2. 2ND AND FINAL PUBLIC HEARING

345 - 363

Amending the permitted and special permit uses - Town Planner Siegel

ORDINANCE NO. 2021-007 - AIR-21-273

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **RELATING TO CHAPTER 28, ZONING; AMENDING THE ZONING CLASSIFICATION FOR A PORTION OF PARCEL B, SENECA PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

Approve and Adoption of Ordinance 2021-007

[Agenda Item Report - AIR-21-273 - Pdf](#)

10. OLD BUSINESS

10.1. Police Department Budget - Fiscal 2022

364 - 367

[Agenda Item Report - AIR-21-289 - Pdf](#)
[Finance PP Police Budget History](#)

- | | | |
|-------|--|-----------|
| 10.2. | Used Police Cars from Jupiter Police Department - Interim Police Chief Howard | 368 - 371 |
| | <p>Staff recommends purchasing these three vehicles used from the Jupiter Police Department and having them re-stripped to reflect Pembroke Park.</p> <p>Agenda Item Report - AIR-21-232 - Pdf
 Police Jupiter Car Invoice 20430</p> | |
| 10.3. | Purchase of printers for police vehicles - Interim Police Chief Howard | 372 - 374 |
| | <p>Approve purchase.</p> <p>Agenda Item Report - AIR-21-224 - Pdf</p> | |
| 10.4. | Police Department Engineering Design Proposal from Calvin & Giordano - Public Services Director Clark | 375 - 381 |
| | <p>Recommendation to approve the engineering design proposal to begin the construction procurement process</p> <p>Agenda Item Report - AIR-21-247 - Pdf</p> | |
| 10.5. | PremierOne Mobile Licenses w/install - Interim Police Chief Howard | 382 - 388 |
| | <p>Staff recommends the purchase of ten (10) licenses in total for use by the officers to interact with the Regional Dispatch Center.</p> <p>Agenda Item Report - AIR-21-251 - Pdf</p> | |
| 10.6. | Central Square Software Licenses to access the Broward County Records Management System - Interim Police Chief Howard | 389 - 394 |
| | <p>Staff recommends the purchase of twenty (20) sole-source Records Management System (RMS) Licenses.</p> <p>Agenda Item Report - AIR-21-255 - Pdf</p> | |
| 11. | NEW BUSINESS | |
| 11.1. | Elevators - Public Services Director Clark | |
| 11.2. | Site Development Plan / 3195 West Hallandale Beach Boulevard / Seneca Town Center - Town Planner Siegel
AIR-21-271 | 395 - 457 |
| | <p>Approve with conditions the Site Development Plan at 3195 West Hallandale Beach Boulevard.</p> <p>Agenda Item Report - AIR-21-271 - Pdf</p> | |
| 11.3. | Parking Reduction for a self-storage facility / 3195 West Hallandale Beach Boulevard / Seneca Town Center - Town Planner Siegel
AIR-21-272 | 458 - 479 |
| | <p>Approve with conditions a Parking Reduction for a self-storage facility at 3195 West Hallandale Beach Boulevard.</p> | |

[Agenda Item Report - AIR-21-272 - Pdf](#)

- 11.4. Florida Incident-Based Reporting System (FIBRS) Implementation grant 480 - 501
- Interim Police Chief Howard
AIR-21-270

Staff recommends acceptance of the \$91,884 no match grant from the Florida Department of Law Enforcement (FDLE) to defray costs associated with FIBRS compliance mandates.

[Agenda Item Report - AIR-21-270 - Pdf](#)

- 11.5. S.W. 30th Avenue - road repairs - Public Services Director Clark 502 - 514
AIR-21-282

We are recommending approval of the lowest bidder. Southern Asphalt Engineering

[Agenda Item Report - AIR-21-282 - Pdf](#)

- 11.6. Town Hall Renovations - Public Services Director Clark 515 - 520
AIR-21-286

We are recommending approval of the lowest bidder. Tim's Tile
Total cost is \$13,647.50 for Planning & Zoning, Public Works, Finance, and the conference room.

[Agenda Item Report - AIR-21-286 - Pdf](#)

- 11.7. Sagoma Construction Services - elevated duct work - Public Services 521 - 540
Director Clark
AIR-21-284

We are recommending approval.

[Agenda Item Report - AIR-21-284 - Pdf](#)

- 11.8. John P. Lyons Lane - Public Services Director Clark 541
AIR-21-285

It is our recommendation to make John P. Lyons Lane an one way street. This will be done temporarily during construction for the drainage improvements. After which, this will be permanent primarily because the street is narrow and has a constant flow of traffic from 18 wheeler trucks.

[Agenda Item Report - AIR-21-285 - Pdf](#)

- 11.9. Budget Amendment - 2 Fiscal 2021 - Finance Director Taubenfeld 542 - 566
MOVED ITEM OUT OF CONSENT AND PLACED AS 11.9
AIR-21-287

Approve Budget Amendment

[Agenda Item Report - AIR-21-287 - Pdf](#)

- 11.10. Recommending disposal of attached list of IT hardware equipment - IT 567 - 570
Director Pakula

[IT Disposal](#)
[ServerDisposal](#)

12. DISCUSSION

- 12.1. Foreclosure Update - Mayor Jacobs

- 12.2. Budget Amendment - FY21 - Approved at the last meeting. - Finance 571 - 595
Director Taubenfeld

Approval of Budget Amendment

[Agenda Item Report - AIR-21-265 - Pdf](#)
[Finance 11 22 2021 REVISION 2 Budget Amendment - FY21](#)

- 12.3. Approval of changes to Regular Commission meetings between
January and March - Mayor Jacobs

- 12.4. Finance Department - Mayor Jacobs Added at the meeting, updated
agenda 12-16-2021

13. ATTORNEY COMMENTS

14. TOWN MANAGER COMMENTS

15. COMMISSIONER COMMENTS

Clerk Commissioner Hodgkins
Vice Mayor Dieuveille
Mayor Jacobs

16. ANNOUNCEMENTS

- 16.1. Hearing Examiner Meeting, Thursday, December 16th at 2:00 PM
Toy Drive, Monday, December 20th from 5:00 PM to 8:00 PM
Happy Holidays and a Happy New Year

17. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk

AGENDA ITEM REPORT



To: TM and Commission
Subject: Town of Pembroke Park "Amnesty Program"
Meeting: 11 23 2021 DRAFT WORKSHOP COMMISSION MEETING - Nov 23 2021
Department: Building
Staff Contact: Miguel Nunez, Building Official

FINANCIAL IMPACT:

TBD

ATTACHMENTS:

[21-012](#)
[TOPP Amnesty Program](#)



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

MEMORANDUM NO.: 21-012

DATE: November 18, 2021
TO: Town Commission
TO: Juan C. Jimenez, Town Manager
FROM: Miguel A. Núñez, Chief Building Official *MN*
RE: **TOWN OF PEMBROKE PARK AMNESTY PROGRAM**

At this time, I would like to present to you the attached "Town of Pembroke Park Amnesty Program". This program will assist the resident/occupied property owner with the building and code violations.

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

Respectfully submitted.

Cc: Marlen Martell, Town Clerk
File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2021/21-012.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2021/21-012.docx)

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Amnesty Program

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Town of Pembroke Park Amnesty Program

Program Effective Period

Program is effective between January 01, 2022, and December 31, 2022.

Why program is needed.

An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties. The Amnesty Program provides a window of opportunity for property owners to legalize work performed without permits and gain compliance with current codes. Property owners of one-and two-family residences, townhomes, mobile homes, and condominium dwelling units have access to participate and take advantage of the benefits of the program. During a one-year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Who can apply?

Only residing owners (not corporations or rentals) of property for one- and two-family residences, fee simple townhomes, mobile homes or condominium dwelling units qualify for the Amnesty Program.

Conditions

Once applied for the amnesty program, the applicant will have three months to apply for all the required building permit(s).

What is the process?

1. Hire an architect or engineer to prepare permit documents (as per program).
2. Apply for a building permit(s)
3. Communicate with Code Compliance Division about an existing code case (if applicable)
4. Process the permit application through the applicable disciplines.
5. Apply for zoning variances, if needed
6. Obtain the approved permit
7. Enter construction and/or inspection phase.
8. Obtain final inspections to close permit.
9. Settle code case with Code Compliance Division (if applicable)

Page 4 of 22

Benefits

Usual permit penalties and fines are reduced, pay only the Town Commission adopted reduced permit fees

Code fines are stayed upon permit application.

Bring work into compliance with current building and zoning codes.

Q&A

Q: How long will it take to process my permit application?

A: It depends on the extent of work performed, the complexity of the job and the quality of the permit documents, but our goal is to review your application within 10 business days.

Q: How much will my permit cost?

A: The normal permit fees are based on the overall value of the work performed. The Amnesty Program will save the property owner several fees associated with this process, if you take advantage of the program.

Q: Can I obtain the building permit as an owner-builder?

A: Only if you are the residing owner of a one- or two-family residence, fee simple townhome, mobile home and condominium dwelling units property for your use and occupancy.

Q: How long will I have to process my permit application?

A: Three months from Amnesty Program application to apply the building permit.

Q: How will inspections of the work be performed?

A: If the work performed is concealed, your architect or engineer should have the ability to investigate the work and provide a professional affidavit certifying that the work conforms to the building codes. Work that remains accessible may be inspected by Town inspectors.

Q: What happens if I have an existing code violation case?

A: Apply for a building permit that would resolve the violation and have running fines stayed or have the case process suspended.

Q: What happens with the stayed fines of my code case if I do not obtain a building permit within the amnesty period?

A: Should the property owner have running fines stayed during the amnesty period and no building permit is obtained, the deferred fines will be added to the previous fines and continue to accrue until settled through the standard mitigation process.

Q: What happens if the structure I built encroaches within zoning setbacks?

A: Should setback encroachments be identified during the permit process, the property owner has the choice of modifying the structure or applying for a zoning variance, which will require a separate variance application and fee. If the variance is approved, the permit review process may continue, otherwise the permit work will have to be modified to meet zoning requirements.

Contact information

Additional information can be obtained from the Town's website at www.tppfl.gov or by calling the Department at 954-966-4600.

Town Hall location and Department

The Building Division is located at the Town Hall Complex at 3150 SW 52nd Avenue, Pembroke Park, FL 33023. The Division's permit application hours are Monday through Friday between 7:30 a.m. to 4:00 p.m.

Amnesty Info Letter

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TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

December 15, 2021

Town of Pembroke Park Residents

RE: Building Permit Amnesty Program

Dear Resident:

On _____, the Town Commission adopted a resolution providing a window of opportunity for those residential properties that had work performed without permits. The program accepts work not previously permitted and provides a resolution to ongoing Special Magistrate Code Compliance Cases. The Amnesty Program provides several benefits, including the reduction of building permit penalties and fines.

Qualified residents have between January 01, 2022, and December 31, 2022, to apply for this program and three months to apply for a building permit to take advantage of the Amnesty Program benefits.

The Amnesty Program is available to property owners (Residents only, not corporations or rental units) of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units. Upon application for permit the applicant is given three months to secure the required permit.

An informational brochure is available upon request and at the Town's website www.tppfl.gov, which explains the benefits and conditions of the program. Further information is available by calling the Building Department at 954-966-4600.

Best regards,

Miguel Nunez, MPA, CBO, CFM
Building Official

O. 954-966-4600
F. 954-966-5310
E. mnunez@tppfl.gov

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/amnesty/amnesty form letter.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/amnesty/amnesty%20form%20letter.docx)

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Amnesty Application

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TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

BUILDING CODE AMNESTY PROGRAM APPLICATION

Property Owners Name:	Date of Application:
	Code Case Number:
Property Address:	Folio Number:
Mailing Address of Owner:	
Telephone /Contact Number of Owner:	
Email of the Owner:	
Please submit the following documents to verify property residency (all must show the applicant information)	
☐ Copy of Warranty Deed, Quit Claim Deed and or Tax Bill	
☐ Driver's License or ID	
☐ Utility Bill	
Sworn Statement:	
Are you or will you be renting/lease or sell the property within one year? ☐ Yes ☐ No	
Attach a copy of Civil Violation Notices and Total Amounts Currently Due:	

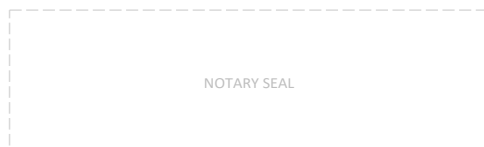
Signature of Property Owner

Date

STATE OF FLORIDA

COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____ by:



(NOTARY'S SIGNATURE)

Notary Name _____
(Print, Type or Stamp Notary's Name)

Personally Known ____ or Produced Identification ____

Type of Identification Produced _____

Amnesty Guidelines

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TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

AMNESTY PROGRAM GUIDELINES

Exhibit "A"

Effective January 01, 2022 – December 31, 2022

The purpose of the Amnesty Program is to give the residing property owners a window of opportunity to disclose work performed without permits and apply for appropriate permits that would bring the improvements up to code standards. The Amnesty Program is applicable to all types of work performed without permits such as additions, remodeling, repairs, and replacement. In certain cases, the approval of a variance may be necessary to remedy the violation. Such disclosure would benefit from the amnesty provisions listed below.

Amnesty Provisions:

1. Pay reduced permit fees.
2. Stay any/all Code Compliance running fines on existing code cases upon permit application. (The fines will resume if the permit application or issued permit is allowed to expire and there is no further activity to remedy the violation.)
3. Suspend the process of Code Compliance case if one has been initiated.
4. If no Code Compliance case has been initiated, the establishment of one would be postponed.
5. Obtain the necessary variance(s), prior to issuance of building permit.

Conditions:

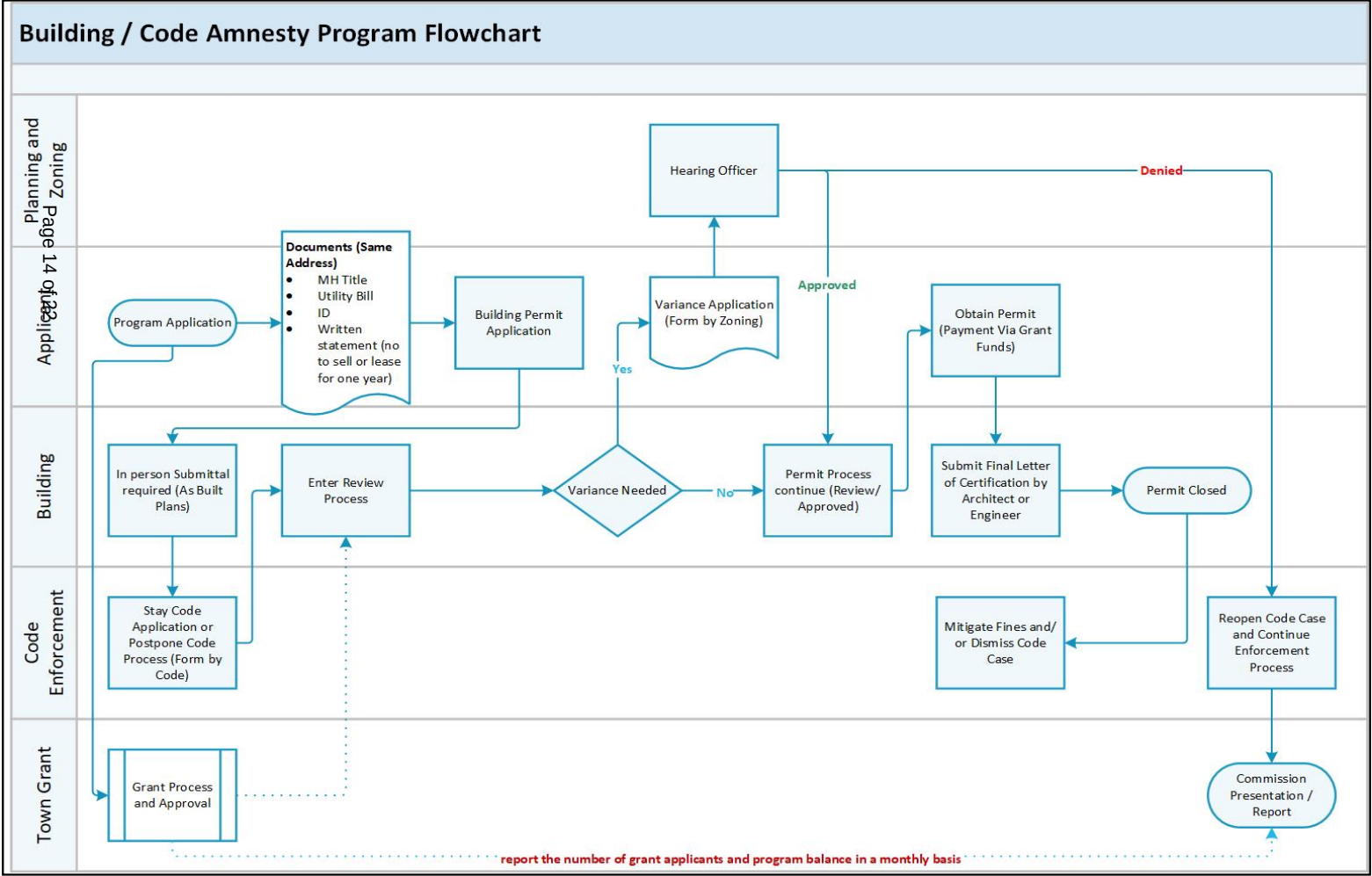
1. Effective period: one year from resolution adoption to apply for permit, and variance (if necessary).
2. Program only applies to residing owners (not corporations or rental units) to single family, duplex, mobile homes, condominium dwelling units (excluding common areas) and townhomes and accessory structures thereto.
3. Comply with the latest edition of the Florida Building Code. (There are no grandfathering provisions as there is no statute of limitations on work performed without permits, but the original legally existing structure can use the provisions of the Existing Building Code volume when considering the new work.), and the town zoning codes.
4. Provide professional as-built plans and certification for all completed work prepared, signed, and sealed by a State of Florida Registered Architect or Licensed Engineer.

Amnesty Workflow

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Amnesty Brochure

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What you need to know!

Who can apply?

Only resident owners of property for one and two family residences, fee simple town-homes, mobile homes or condominium dwelling units qualify for the Amnesty Program.

When can I apply?

Between January 01, 2022 and December 31, 2022

What is the process?

1. Hire an architect or engineer to prepare permit documents
2. Apply for a building permit
3. Communicate with Code Compliance Division about an existing code case
4. Apply for zoning variances, if needed
5. Obtain permit
6. Enter construction and/or inspection phase
7. Obtain final inspection to close permit
8. Settle code case with Code Compliance Division, if applicable

Benefits

- ◆ Usual permit penalties and fines are reduced, pay only town commission adopted permit fees
- ◆ Code fines are stayed and code case suspended upon permit application
- ◆ Bring work into compliance with current building and zoning codes

Geoffrey Jacobs

Mayor

Reynold Dieuville

Vice Mayor

William Hodgkins

Clerk-Commissioner

Juan Carlos (JC) Jimenez

Town Manager



Pembroke Park City Hall

3150 SW 52nd Avenue

Office Hours: 8:00 a.m. to 4:00 p.m. M-F

Phone: 954-966-4600

Building Division Extension 247

Planning & Zoning Extension 401

Code Compliance Extension 215

Building Permit Amnesty Program Guidelines



Building Department

Effective January 01, 2022 to December 31, 2022



WWW.TPPFL.GOV

About the Program

An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties. The Amnesty Program provides a window of opportunity for resident property owners to



legalize work performed without permits and gain compliance with current codes. Property owners of one and two family residences, townhomes, mobile homes and condominium dwelling units have access to participate and take advantage of the benefits of the program. During a year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Questions and Answers

- Q:** How long will it take to process my permit application?
A: It depends on the extent of work performed, the complexity of the job and the quality of the permit documents, but our goal is to review your application within 10 business days.
- Q:** How much will my permit cost?
A: The normal permit fees are based on the overall value of the work performed. The Amnesty Program will save the property owner several fees associated with this process, if you take advantage of the program.
- Q:** Can I obtain the building permit as an owner-builder?
A: Only if you are the owner residing at one or two family residence, fee simple townhome or mobile home property for your use and occupancy. Condominium dwelling units and properties not used and occupied by the property owner will need the services of a licensed contractor.
- Q:** How long will I have to process my permit application?
A: Three months after the Amnesty application to apply for the building permit.
- Q:** How will inspections of the work be performed?
A: If the work performed is concealed, your architect or engineer should have the ability to investigate the work and provide a professional affidavit certifying that the work conforms to the building codes. Work that remains accessible may be inspected by Town inspectors.
- Q:** What happens if I have an existing code violation case?
A: Apply for a building permit that would resolve the violation and have running fines stayed or have the case process suspended.
- Q:** What happens with the stayed fines of my code case if I do not obtain a building permit within amnesty period?
A: Should the property owner have running fines stayed during the amnesty period and no building permit is obtained, the deferred fines will be added to the previous fines and continue to accrue until settled through the mitigation process.
- Q:** What happens if the structure I built encroaches within zoning setbacks?
A: Should setback encroachments be identified during the permit process, the property owner has the choice of modifying the structure or applying for a zoning variance, which will require a separate variance application and fee. If the variance is approved, the permit review process may continue, otherwise the permit work will have to be modified to meet zoning requirements.

Amnesty Press Release

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TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

AMNESTY PROGRAM PRESS RELEASE

What:

The Town of Pembroke Park Commission adopts a Building Permit Amnesty Program to assist residing property owners of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units legalize unpermitted work without having to pay full building permit penalties or fines.

When:

Eligible residing property owners can apply starting January 01, 2022, but the program will end December 31, 2022

Where:

The Building Division is located at Town Hall Complex, 3150 SW 52nd Avenue, Pembroke Park, FL 33023 with office hours between 7:30 am to 4:00 pm Monday through Friday. For additional information please visit our website at www.tppfl.gov or call 954-966-4600.

Amnesty Resolution

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RESOLUTION NO. 2021 -

**A RESOLUTION OF THE MAYOR AND TOWN
COMMISSION OF THE TOWN OF PEMBROKE PARK,
FLORIDA ESTABLISHING AND ADOPTING AMNESTY
PROGRAM GUIDELINES FOR PROPERTY OWNERS WHO
PERFORMED WORK WITHOUT PERMITS TO FACILITATE
BRINGING PROPERTY INTO COMPLIANCE; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, there has been an excess of work performed without permits which goes unchecked for compliance with the codes and which neglects to preserve occupant safety; and

WHEREAS, residing property owners have enlarged and/or modified their homes without first acquiring permits, and this has been compounded by changes in ownership; and

WHEREAS, this has led to an increased concern for the safety, welfare and health of residents; and

WHEREAS, the overwhelming receipt of referrals from concerned citizens, has prompted the Town to create a process to uniformly seek compliance from deficient properties; and

WHEREAS, Town Administration believes that the implementation of an Amnesty Program will educate property owners, and create an opportunity to bring their properties into compliance; and

WHEREAS, currently each property identified, must go through the special magistrate process which makes the overall process lengthy, costly, and burdensome on both the Town and property owners; and

WHEREAS, Town Administration recommends establishment and adoption of the Amnesty Program Guidelines, as attached as Exhibit "A", to give property owners a window of opportunity to disclose work performed without permits, such disclosure would benefit the Town and the residents; and

WHEREAS, the Mayor and Town Commission have determined that the recommendation of the establishment of an amnesty program is in the best interest of the Town of Pembroke Park, and

its residents.

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

SECTION 1: Establishment of Amnesty Program. The Mayor and Town Commission hereby establish and adopt the Amnesty Program Guidelines” as attached in Exhibit “A”, and as may be amended from time to time.

SECTION 2: Town Manager Authorization. The Town Manager is hereby authorized to implement the Amnesty Program Guidelines and take the necessary steps to effectuate the program. The Amnesty Program shall remain effective for a period of one (1) year.

SECTION 3: Effective Date. This Resolution shall be effective January 01, 2022.

APPROVED AND ADOPTED this ____ day of _____, 2021.

GEOFFREY JACOBS
MAYOR

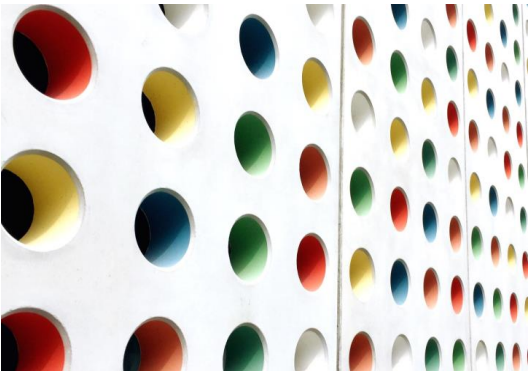
SPONSORED BY: TOWN ADMINISTRATION

ATTEST:

MARLEN MARTELL
TOWN CLERK

Approved as to legal sufficiency and form.

MELISSA ANDERSON
TOWN ATTORNEY



Amnesty Program



Why program is needed.

- ❑ An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties..
- ❑ The Town of Pembroke Park Commission adopts a Building Permit Amnesty Program to assist property owners of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units legalize unpermitted work without having to pay full building permit penalties or fines.
- ❑ The Amnesty Program provides a window of opportunity for resident property owners to legalize work performed without permits and gain compliance with current codes.
- ❑ Residing property owners of one-and two-family residences, townhomes, mobile homes, and condominium dwelling units have access to participate and take advantage of the benefits of the program.
- ❑ During a one-year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Benefits

Usual permit penalties and fines are reduced, pay only the Town Commission adopted reduced permit fees



Code fines are stayed upon permit application.

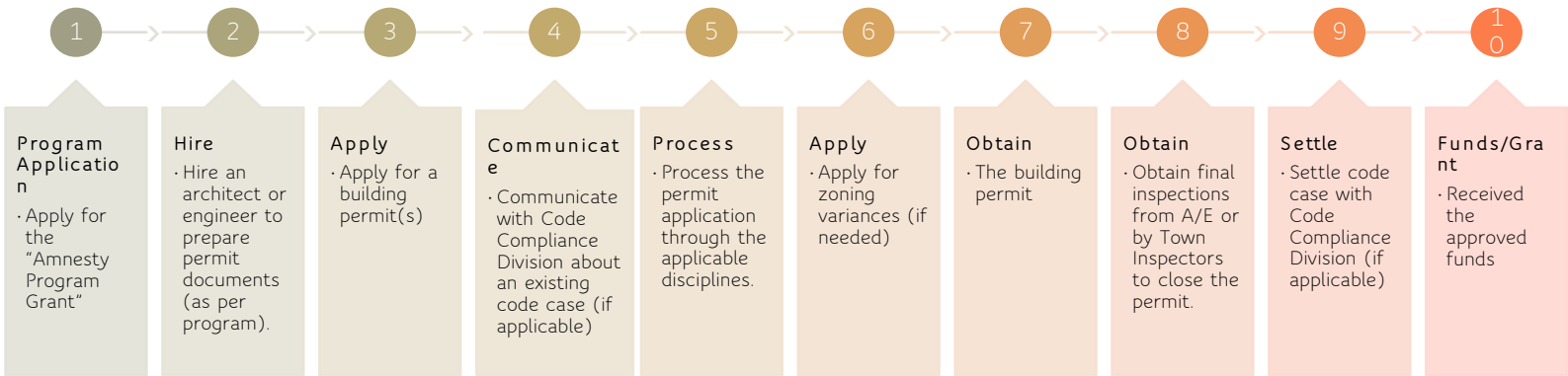


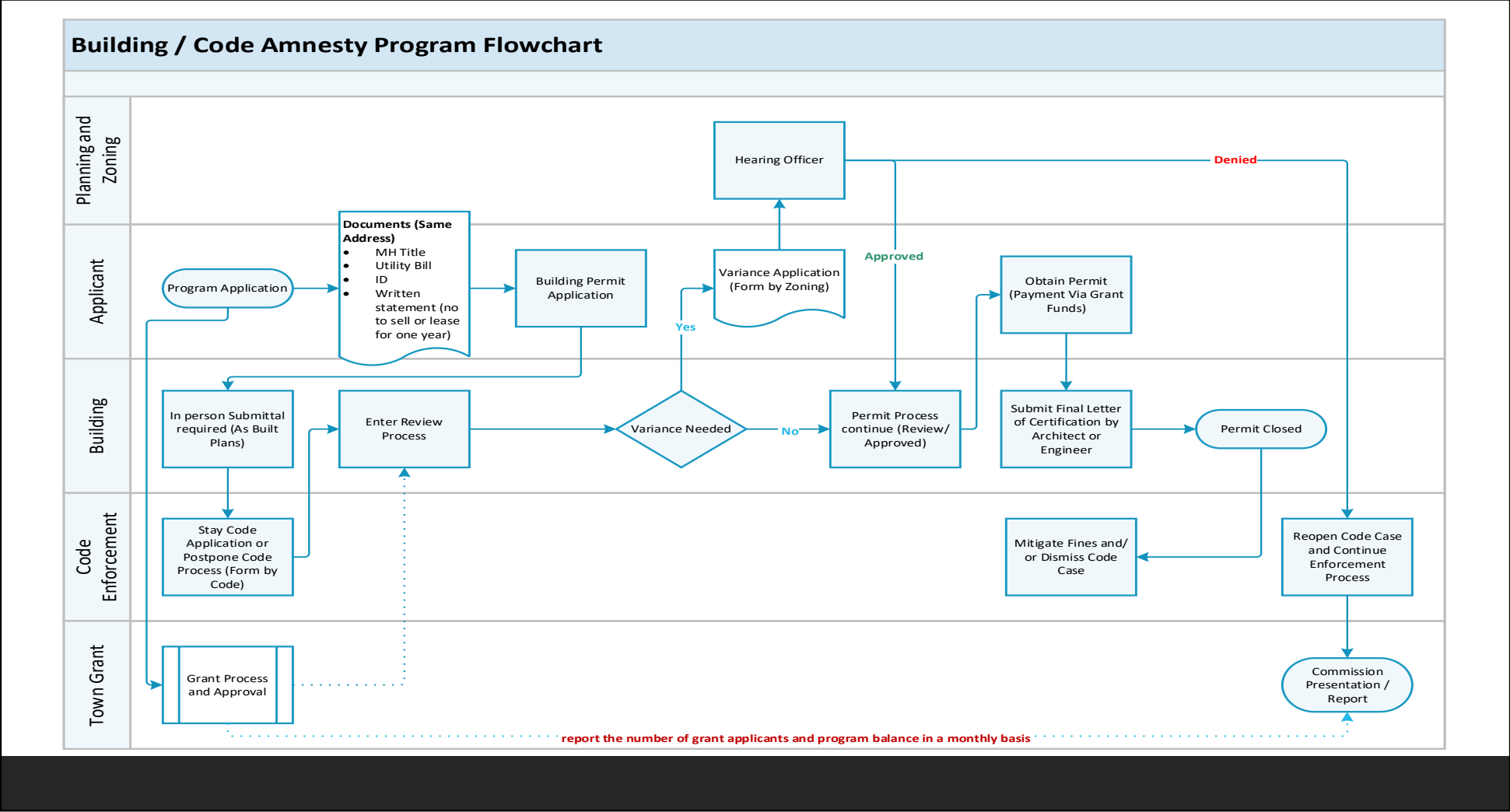
Bring work into compliance with current building and zoning codes.



Opportunity to receive funds from the Town's grant Program (until exhausted) as a reimbursable funding.

What is the Process *(Jan01/2022 to Dec31/2022)*





Contacts

954-966-4600 Main Line



Miguel Núñez, Chief Building Official - mnunez@tppfl.gov

Lucie Manzerolle, Building Manager - لمانzerolle@tppfl.gov

Nazly Cardona, Assistant Clerk - ncardona@tppfl.gov



ANY
QUESTIONS
?

RESOLUTION NO. 2021 - 061

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA ESTABLISHING AND ADOPTING AMNESTY PROGRAM GUIDELINES FOR PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there has been an excess of work performed in the Town (the “Town”) without permits which goes unchecked for compliance with the codes and which neglects to preserve occupant safety; and

WHEREAS, residing property owners have enlarged and/or modified their homes without first acquiring permits, and this has been compounded by changes in ownership; and

WHEREAS, this has led to an increased concern for the safety, welfare and health of residents; and

WHEREAS, the overwhelming receipt of referrals from concerned citizens, has prompted the Town to create a process to uniformly seek compliance from deficient properties; and

WHEREAS, Town Administration believes that the implementation of an Amnesty Program will educate property owners, and create an opportunity to bring their properties into compliance; and

WHEREAS, currently each property identified, must go through the special magistrate process which makes the overall process lengthy, costly, and burdensome on both the Town and property owners; and

WHEREAS, Town Administration recommends establishment and adoption of the Amnesty Program Guidelines, as attached as Exhibit “A”, to give property owners a window of

opportunity to disclose work performed without permits, such disclosure would benefit the Town and the residents; and

WHEREAS, the Mayor and Town Commission have determined that the recommendation of the establishment of an amnesty program is in the best interest of the Town of Pembroke Park, and its residents.

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

SECTION 1: Establishment of Amnesty Program. The Mayor and Town Commission hereby establish and adopt the Amnesty Program Guidelines” as attached in Exhibit “A”, and as may be amended from time to time.

SECTION 2: Town Manager Authorization. The Town Manager is hereby authorized to implement the Amnesty Program Guidelines and take the necessary steps to effectuate the program. The Amnesty Program shall remain effective for a period of one (1) year and which shall commence January 1, 2022.

SECTION 3: Severability That 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: Conflicts. 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: Effective Date. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED this ____ day of _____, 2021.

GEOFFREY JACOBS
Mayor

ATTEST:

MARLEN MARTELL
Town Clerk

Approved as to legal sufficiency and form.

MELISSA ANDERSON
Town attorney

American Rescue Plan Act Drawdown

Jurisdiction ID and Name	Town of Pembroke Park
ARPA Funds Received	\$ 3,380,261.00

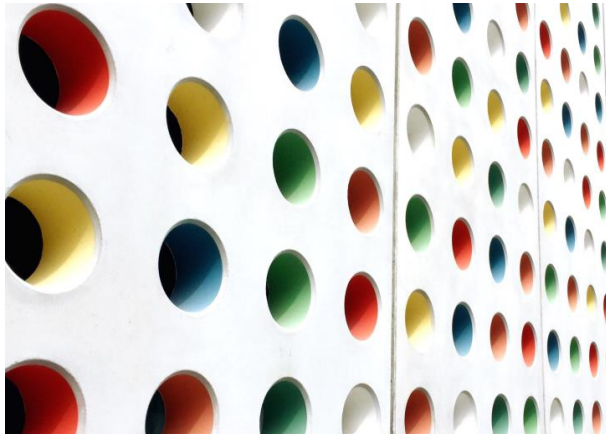
During the July 12th, 2022 Commission Meeting the Commission approved using ARPA funds to purchase Police vehicles. During the May 11th, 2022 Commission Meeting the Commission approved using ARPA funds to pay for Police Staff salaries; not to exceed \$175,000 between salaries and fringe benefits. On 02/08/2023 the Commission approved ARPA funds to be used for Body Camera Software (\$25,000) and CSA Funding (\$220,000 for the first year - the Town absorbs the following years.) \$100,000 voted on 7/12/23 to use ARPA to complete Town Hardening. Town Hall Hardening will be paid for using the HMGP Grant which is paying 75%. Amnesty program approved Dec 15, 2021 for one year. On Dec. 14, 2022 the Commission voted to extend the program to June 30, 2023

ELIGIBLE REIMBURSEMENTS SPREADSHEET – PRIMARY EXPENDITURES (GOVERNMENT ORGANIZATIONS)

Pay for Officers Through (09/30/2022)								
Name	Salaries	Fringe Benefits	FICA	FRS	Vendor Name	Quantity	Cost	Total Cost
Wade Douty	16,923.20	2,810.37	1,289.94	5,342.65				26,366.16
Bill Gordan	16,923.20	2,648.37	1,289.94	5,342.65				26,204.16
Marc Tallentire	16,819.59	3,083.37	1,282.02	5,309.94				26,494.92
Rashana Donovan	12,115.44	1,191.57	884.75	3,824.84				18,016.60
							Total Pay 07/2022 - 09/30/2022	97,081.86
Pay for Community Service Aids (09/2023-Current)								
Artavia Jenkins	24,041.58	\$ 3,708.96	\$ 1,839.19	\$ 3,262.44				32,852.17
Tiffany Smith	27,315.28	\$ 3,792.00	\$ 2,065.86	\$ 3,706.68				36,879.82
							Total Pay 09/2023 - Current	69,732.00
Other Operational Spending								
Hazard Pay for 6 FTEs	\$ 15,000.00		1,147.50	1,786.50				17,934.00
Amnesty Program					Amnesty Program		11,818.32	11,818.32
Sam Galloway 6/28/2022					2022 Ford Interceptor	1	37,687.50	37,687.50
Garber Ford 12/20/2022					2022 Ford Maverick	1	21,016.00	21,016.00
Garber Ford 12/27/2022					2022 Ford F-150	2	43,877.50	87,755.00
Garber Ford 12/1/2022					2022 Ford Interceptors	5	44,787.50	223,937.50
Design Graphic (UpFit)					2022 Ford F-150	2	740.00	1,480.00
The Shift Group dba Strobes R-Us (UpFit)					2022 Ford Interceptors Commanders Vehicle)	1	2,490.38	2,490.38
Design Graphic (UpFit)					2022 Ford Interceptors	5	589.00	2,945.00
Axon (Pro Licenses Year 1)					Body Camera Software	1	2,366.00	2,366.00
Lou's Police Distribution					CSA Uniforms		TDB	
							Total Paid (Operations)	409,429.70
							ARPA Used Salaries	97,081.86
							ARPA Used (CSA's)	69,732.00
							ARPA Operations Funded	409,429.70
							Total ARPA Funds Used	\$ 576,243.55

Amount Remaining From ARPA Funds \$ 2,804,017.45

Amnesty Program





Why program is needed.

- ❑ An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties..
- ❑ The Town of Pembroke Park Commission adopts a Building Permit Amnesty Program to assist property owners of one- and two-family residences, townhomes, mobile homes, and condominium dwelling units legalize unpermitted work without having to pay full building permit penalties or fines.
- ❑ The Amnesty Program provides a window of opportunity for resident property owners to legalize work performed without permits and gain compliance with current codes.
- ❑ Residing property owners of one-and two-family residences, townhomes, mobile homes, and condominium dwelling units have access to participate and take advantage of the benefits of the program.
- ❑ During a one-year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

Benefits

Usual permit penalties and fines are reduced, pay only the Town Commission adopted reduced permit fees



Code fines are stayed upon permit application.

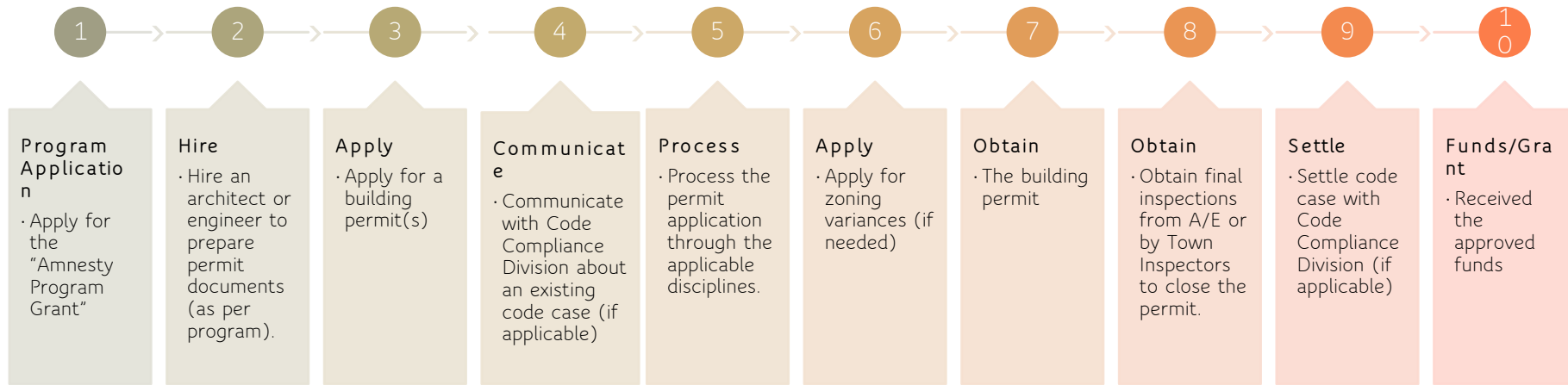


Bring work into compliance with current building and zoning codes.

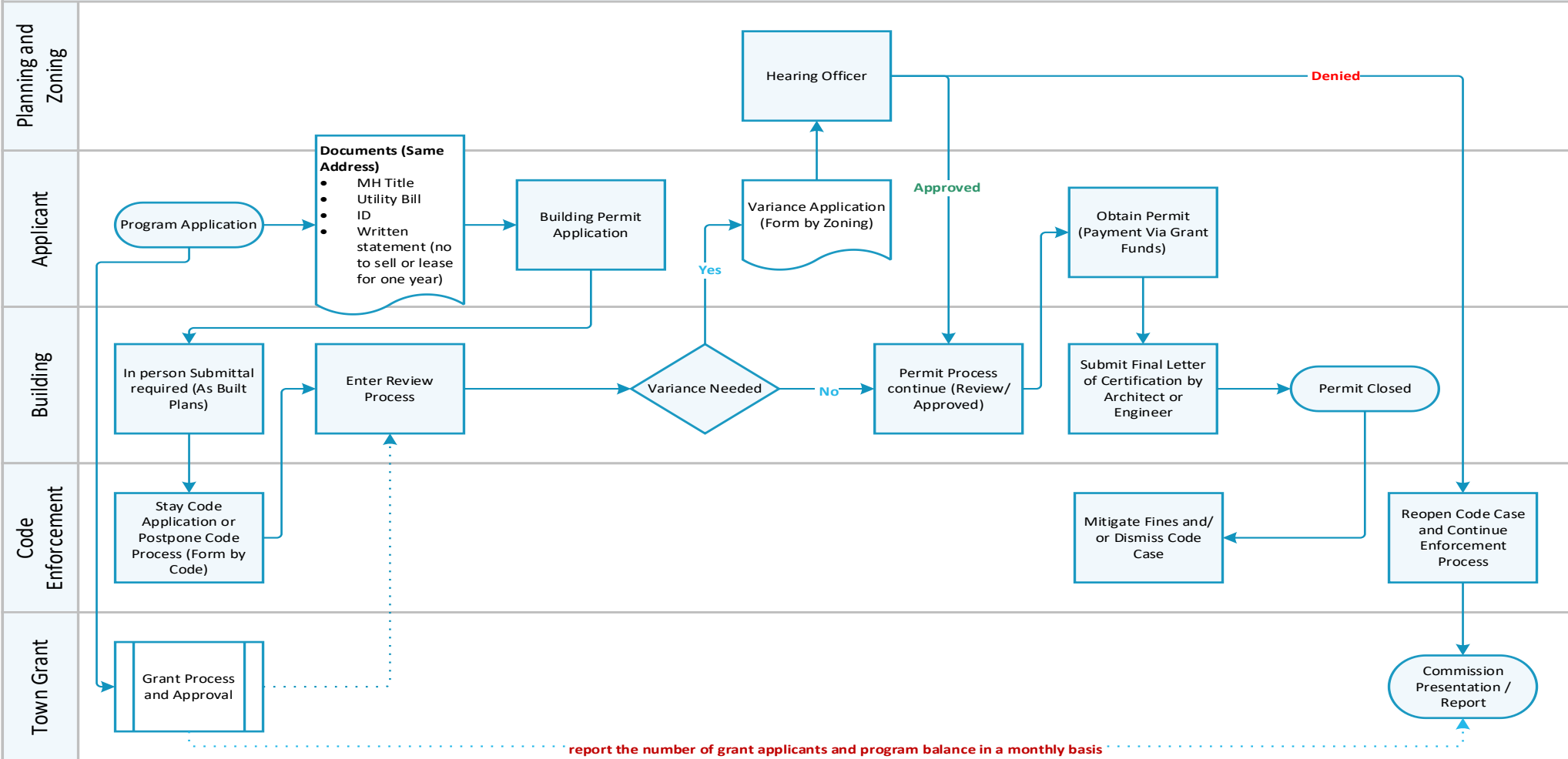


Opportunity to receive funds from the Town's grant Program (until exhausted) as a reimbursable funding.

What is the Process *(Jan01/ 2022 to Dec31/ 2022)*



Building / Code Amnesty Program Flowchart



Contacts

954-966-4600 Main Line



Miguel Núñez, Chief Building Official - mnunez@tppfl.gov

Lucie Manzerolle, Building Manager - لمانzerolle@tppfl.gov

Nazly Cardona, Assistant Clerk - ncardona@tppfl.gov



ANY
QUESTIONS
?

**INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES
AGREEMENT FOR LEGAL SERVICES**

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into in Broward County, Florida this ____ day of _____, 2024, by between the TOWN OF PEMBROKE PARK, FLORIDA, a municipal corporation (hereinafter "Town"), and GOREN, CHEROF, DOODY & EZROL, P.A. (hereinafter "Town Attorney").

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

1. Goren, Cherof, Doody & Ezrol, P.A., shall serve in the capacity of Town Attorney to the Town in accordance with the Town Charter and the Code of Ordinances of Town of Pembroke Park, Florida ("Town Code").

2. The term of employment of the Town Attorney under this Agreement, hence the term of this Agreement, shall commence upon approval by the Town Commission and shall remain in full force and effect until such time as this Agreement is terminated as provided for herein or modified by mutual written consent of both parties.

3. The Town Attorney agrees to attend all regular meetings, special meetings and workshops of the Town Commission and to perform any and all legal services, of whatever kind or nature, required or requested of Town Attorney by the Town for the Town of Pembroke Park and the Town Manager thereof (when same is acting in his/her official capacity on behalf of the Town of Pembroke Park) during the term of this Agreement (collectively referred to as "General Matters"), subject only to the following. All legal services to be performed by Town Attorney hereunder shall be rendered at the request or direction of a majority of the Town Manager or the Town Commission (meaning majority of Commission sitting at the time that any vote is taken or consensus is provided on a direction to request service from Town Attorney). Town recognizes that the Town Attorney may elect to assign certain legal services to outside legal counsel in certain matters, for example areas of litigation and for bond counsel services. Town Attorney shall supervise such outside legal counsel assignments and perform such legal services associated with such assignment as may be necessary to protect the interests of the Town.

4. Jacob G. Horowitz and Samuel S. Goren shall be the shareholder attorneys primarily responsible to serve the Town on behalf of the Town Attorney. The parties specifically recognize and understand that several members of the Town Attorney office possess the requisite skill, competence and exposure in municipal/governmental practice. Specifically, therefore, and notwithstanding any of the foregoing, the rendition of services hereunder by any attorney or paralegal of the law firm of the Town Attorney shall not be prohibited and shall be deemed to be in accordance with the provisions of Section 112.313, Florida Statutes, including, litigation and support services otherwise described and permitted by the aforesaid statute. Compensation for such services shall be in accordance with that schedule set forth in Exhibit "A" attached hereto.

{00542889.1 1214-0600410 }

5. As full payment and compensation for the Town Attorney's services hereunder, Town shall pay to Town Attorney and Town Attorney agrees to accept from Town an hourly rate of TWO HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$275.00) per hour or such lesser sum as set forth on Exhibit "A" attached hereto and incorporated herein. Such compensation shall include all matters provided by the Town Attorney pursuant to this Agreement. The Town agrees to make payment to the Town Attorney on the first day of the month following the month of service rendition. In the event of early termination pursuant to the terms hereof, Town Attorney shall be entitled only to such compensation as shall have accrued on a pro rata basis to the date of said early termination.

6. In addition to the compensation for professional services as set forth above, Town Attorney shall be permitted to submit to the Town on a monthly basis for payment by Town to Town Attorney an invoice for all reasonable and necessary legal expenses incurred on behalf of the Town, such as court costs, including but not limited to filing fees, service of summons, service of subpoenas, witness fees, including expert witness fees, court reporter fees, as well as long distance toll charges, computerized legal research, messenger service and photo copying and facsimile costs not performed by the Town in accordance with that schedule attached hereto as Exhibit "A". The foregoing constitutes reimbursement of expenses to Town Attorney and not fees for services as contemplated hereunder. Town Attorney may also request these costs be paid directly by Town to the billing party, agency or vendor upon their original invoice or billing statement rather than on a reimbursement basis.

7. In addition to the General Matters provided by the Town Attorney, the Town shall compensate the Town Attorney on an hourly basis of TWO HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$275.00) per hour or such lesser sum as set forth in Exhibit "A" for:

- A. Any litigation or arbitration in which the Town is a party plaintiff or a party defendant;
- B. Any administrative hearings before any governmental/administrative bodies including, but not limited to, other official Town Boards or Committees except as set forth herein.
- C. Municipal prosecutions filed in the Broward County Court for matters not brought before the Town's Code Enforcement Board.
- D. Forfeiture proceedings.
- E. Co-Counsel activities with insurance counsel assigned by the Town's insurance carrier when necessary and appropriate.
- F. Labor negotiations and activities associated with statutory collective bargaining pursuant to Chapter 447, Florida Statutes, as amended, from time to time.
- G. Preparation of Cable or Telecommunication Agreements or Ordinances.

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- H. Real Estate Transactions.
- I. Labor/Personnel matters.
- J. Pension Matters.
- K. Charter Review matters.
- L. Comprehensive Planning and Land Development related matters.
- M. Issuing bond counselor's services or other services required pursuant to public finance matters.
- N. General ethics matters for members of the Town Commission, administrative staff and other employees.
- O. Police Legal Advisor Matters
- P. Other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Commission.

8. The Town agrees that the services provided by the Town Attorney under this Agreement are performed as an officer of the Town and therefore the Town hereby extends the protection afforded by Section 111.07, Florida Statutes, to the Town Attorney.

9. The parties to this Agreement hereby agree that this Agreement is terminable by majority vote of the Town Commission at any time and terminable by the Town Attorney upon thirty (30) days written notice tendered to the Town.

10. The Town Attorney shall not assign or transfer its rights, title or interest in the Agreement nor shall the Town Attorney delegate any of the duties and obligations undertaken by the Town Attorney without the Town's prior written approval.

11. Within ten (10) days of the execution of this Agreement the Town Attorney shall provide the Town with a copy of the Town Attorney's malpractice insurance, if not already on file with the Town.

12. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.

13. This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by both parties.

{00542889.1 1214-0600410 }

IN WITNESS WHEREOF, the parties have set their hands and seals at and in the State and County first above written.

TOWN OF PEMBROKE PARK, FLORIDA:

BY: _____
MAYOR ASHIRA MOHAMMED

TOWN ATTORNEY:

BY: _____
PRINT: JACOB G. HOROWITZ
Goren, Cherof, Doody & Ezrol, P.A.
For the Firm

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Page 4 of 5

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**INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES
AGREEMENT FOR LEGAL SERVICES**

EXHIBIT "A"

RATE SCHEDULE

A. Identification

Client: Town of Pembroke Park, Florida

B. Hourly rates for legal personnel

Partners	\$275.00/hour
Associates	\$275.00/hour
Law Clerks	\$125.00/hour
Paralegals	\$125.00/hour

C. Standard Charges

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

D. Costs and expenses

In-office photocopying	\$ 0.35/page
Telefacsimile transmittal	\$10.00
Computerized legal research	at cost

E. Subject to change

The rates on this schedule are subject to change on thirty (30) days' written notice.

{00542889.1 1214-0600410 }

THE TOWN OF PEMBROKE PARK

PRESENTS THE

Easter Egg Hunt

EGGSTRAVAGANZA

Saturday
March 23

10:00a.m - 2:00 P.m

FREE
ENTRY

Brought
to you
BY:



Mayor
Mohammed



Vice Mayor
Morrisette



Clerk
Commissioner
Hodgkins



Acting Clerk
Commissioner
Kashem



Commissioner
Jacobs



EGG HUNT TIMES BY AGES:

3 AND UNDER - 10:30AM

4-6 YEARS - 11:00AM

7-9 YEARS - 11:30AM

10 & UP - 12:00



-4,000+ FILLED EGGS

-GAMES

-TAKE A PICTURE WITH THE
EASTER BUNNY

BOUNCE HOUSES

MUSIC

FACE PAINTING

PRIZES FOR ALL AGES !!

GRAND PRIZES!



The Small Town that Means Big Business



Raymond P. Ogelsby Preserve

3115 SW 52nd Ave

Pembroke Park, FL 33023

FOR MORE INFO CALL

(954)966-4600

