



REVISED AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Thursday, August 21, 2025
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. Commendations for Officer Esteva, Sergeant Mobley and Officer Rimmer - Police Chief DeCoursey(ADDED) Agenda Item Report - AIR-25-245	7 - 13
5.2. Presentation of Officer Robert Bethea(ADDED) Agenda Item Report - AIR-25-246	14
5.3. Presentation of Officer Qingyu Liu (ADDED) Agenda Item Report - AIR-25-258	15
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Garcia-Lima April 23, 2025 - Special Commission Meeting April 29, 2025 - Special Workshop Commission Meeting April 30, 2025 - Workshop Commission Meeting Agenda Item Report - AIR-25-235	16 - 39
7.2. Approve Resolution Declaring Surplus Equipment and Authorize Disposal - Interim Director Odoms RESOLUTION NO.: 2025-022 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS OR OBSOLETE; DIRECTING SALE OR DISPOSAL OF SURPLUS OR OBSOLETE PERSONAL PROPERTY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE. Agenda Item Report - AIR-25-234	40 - 45

- 7.3. Consideration and approval of Updated Authorized Signatories for Town Accounts - Finance Director Davermann 46 - 50
Resolution No.: 2025-023
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PROVIDING FOR THE AUTHORIZED SIGNATURES ON THE SEVERAL ACCOUNTS OF THE TOWN OF PEMBROKE PARK WITH THE VARIOUS DEPOSITORIES DESIGNATED BY THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[Agenda Item Report - AIR-25-229](#)
- 7.4. Consideration and possible approval of the Reciprocal Use Agreement - Town Manager David Lynch 51 - 75
RESOLUTION NO. 2025-026
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A RECIPROCAL USE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
[Agenda Item Report - AIR-25-232](#)
- 7.5. Ratification of Agreements Executed by the Town Manager Pursuant to Temporary Delegated Authority 76 - 222
Resolution No. 2025-027
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING CERTAIN AGREEMENTS EXECUTED BY THE TOWN MANAGER PURSUANT TO RESOLUTION NO. 2025-020; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
[Agenda Item Report - AIR-25-233](#)
- 7.6. Federal Railroad Administration (FRA) Inspection – Quiet Zone Compliance at Hallandale Beach Boulevard Crossing (DOT #628290Y) - Acting Public Services Director Odoms 223 - 230
RESOLUTION NO.: 2025-028
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, DIRECTING STAFF TO INITIATE CORRECTIVE ACTIONS TO PRESERVE THE TOWN’S QUIET ZONE STATUS; AUTHORIZING COORDINATION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), THE FEDERAL RAILROAD ADMINISTRATION (FRA), AND OTHER RELEVANT AGENCIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
[Agenda Item Report - AIR-25-238](#)

8. RESOLUTIONS

- 8.1. Consideration and Approval of Agreement with the Broward County Supervisor of Elections for the 2026 State Primary and General Elections - Town Clerk Garcia-Lima 231 - 238

Resolution No.: 2025-024

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS FOR THE 2026 PRIMARY AND GENERAL ELECTIONS, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Agenda Item Report - AIR-25-230](#)

9. ORDINANCES - SECOND READING

- 9.1. Consideration of approval of eliminating Business Tax Receipts (BTRs) - Town Manager Lynch 239 - 247

ORDINANCE NO.: 2025-003

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATED TO LOCAL BUSINESS TAX RECEIPTS; REPEALING CHAPTER 15, ARTICLE II OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "BUSINESS TAX RECEIPTS;" PROVIDING FOR THE REPEAL OF ALL BUSINESS TAX RECEIPTS LEVIED BY THE TOWN IN ACCORDANCE WITH CHAPTER 205, F.S.; AMENDING SECTION 28-187.1, ENTITLED "SPECIFIC USE REGULATIONS;" PROVIDING FOR CONSISTENCY IN THE CODE; PROVIDING FOR TRANSITION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

[Agenda Item Report - AIR-25-197](#)

10. ORDINANCES - FIRST READING

- 10.1. Consideration of Approval of Ordinance Amending Article III, Division 6, M-1 Industrial District, of the Town Code - Town Planner Von Der Meulen 248 - 266

File No.: 25-Z-03

Request: M-1 Text Amendment

ORDINANCE NO.: 2025-004

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ZONING;" BY SPECIFICALLY AMENDING ARTICLE III, DIVISION 6, ENTITLED "M-1 INDUSTRIAL DISTRICT;" AMENDING SEC. 28-211, ENTITLED "INTENT AND DEFINITIONS;" AMENDING SEC. 28-211.5, ENTITLED "PERMITTED USES;" AND AMENDING SEC. 28-218, ENTITLED "SPECIAL

HOURS OF BUSINESS OPERATIONS;” PROVIDING FOR A TEXT AMENDMENT TO THE M-1 (INDUSTRIAL) ZONING DISTRICT TO ALLOW FOR CERTAIN LARGE RETAIL USES WITHIN THE DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[Agenda Item Report - AIR-25-228](#)

- 10.2. Discussion and possible action on Tax Abatement Referendum - Town Manager Lynch 267 - 276

ORDINANCE NO. 2025-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN ECONOMIC DEVELOPMENT INCENTIVE AD VALOREM TAX EXEMPTION; CREATING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION PROGRAM FOR THE TOWN OF PEMBROKE PARK; PROVIDING FOR JURISDICTION; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; ESTABLISHING AN APPLICATION PROCESS AND PROCEDURE; PROVIDING FOR ELIGIBILITY; PROVIDING FOR CONTINUATION AND REVOCATION OF THE PROGRAM; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK ON THE NOVEMBER 3, 2026 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.

[Agenda Item Report - AIR-25-237](#)

11. PUBLIC HEARING

- 11.1. Extension of Moratorium on Self-Storage Facilities – Additional 6 Months - Town Planner Michael Vonder Meulen 277 - 287

RESOLUTION NO. 2025-029

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, EXTENDING A TEMPORARY MORATORIUM ON PROCESSING, APPROVAL OR ISSUANCE OF BUILDING PERMITS, ENGINEERING PERMITS, UTILITY PERMITS OR DEVELOPMENT ORDERS FOR ANY SELF-STORAGE USES WITHIN THE TOWN; AUTHORIZING AND DIRECTING THE TOWN MANAGER, OR THE TOWN MANAGER’S DESIGNEE, TO CONTINUE UNDERTAKING THE NECESSARY STUDY AND REVIEW OF THE TOWN’S REGULATIONS REGARDING THE SAME; PROVIDING THAT UPON THE ADOPTION OF THIS RESOLUTION NO PROCESSING, APPROVAL OR ISSUANCE OF BUILDING PERMITS, ENGINEERING PERMITS, UTILITY PERMITS OR DEVELOPMENT ORDERS FOR ANY SELF STORAGE USES SHALL

BE ISSUED WITHIN THE AFFECTED AREAS DURING THE TIME PERIOD COVERED BY THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Agenda Item Report - AIR-25-227](#)

12. OLD BUSINESS

13. DISCUSSION

- 13.1. Resolution Appointing Jeffrey Odoms as Public Services Director - Town Manager Lynch 288 - 290

Resolution No. 2025-025

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 2-88 OF THE TOWN'S CODE OF ORDINANCES, APPOINTING JEFFREY ODOMS AS THE TOWN'S PUBLIC SERVICES DIRECTOR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

[Agenda Item Report - AIR-25-231](#)

- 13.2. Consideration and Approval of License Agreement with Westwind Contracting for Storage of Equipment on Town Property - Town Manager Lynch 291 - 301

[Agenda Item Report - AIR-25-242](#)

14. ATTORNEY REPORTS

15. TOWN MANAGER REPORTS

16. COMMISSION REPORTS

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

17. ANNOUNCEMENTS

- 17.1. Workshop Commission meeting, Wednesday, August 27, 2025 at 6:00 p.m.
First Budget Public Hearing, Wednesday, September 10, 2025 at 6:00 p.m.
Regular Commission meeting, Wednesday, September 10, 2025 at 7:00 p.m. or shortly after First Budget Public Hearing has ended.
Special Magistrate Hearing, Wednesday, September 17, 2025 at 9:00 a.m.

COMMUNITY EVENTS

Food Drive, Saturday, August 30, 2025 at 9:00 a.m. to 11:00 a.m.

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.

Cynthia Garcia-Lima
Town Clerk



Agenda Item Report

Subject:	Commendations for Officer Esteva, Sergeant Mobley and Officer Rimmer - Police Chief DeCoursey
Meeting Date:	Regular Commission Meeting - Aug 21 2025
Prepared For:	Town Commission
Staff Contact:	Daniel DeCoursey, Police Chief
Dept/Group:	Police Department
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[PEMBROKE POLICE 20250819 064342](#)



Town of Pembroke Park Police Department

3150 SW 52 Avenue, Pembroke Park, Florida 33023

Telephone: 954-374-8639 | Fax: 954-985-2172

www.tppfl.gov

Daniel DeCoursey, Chief of Police



TO: Officer Ernesto Esteva ID# 0036

FROM: Jose C. Baez, ID# 0053, Sergeant

DATE: July 30, 2025

SUBJECT: Commendation for Officer Ernesto Esteva

On Thursday, July 17, 2025, at 0943 hours, Officers Ernesto Esteva and Luma Noel received a dispatched call to 4800 West Hallandale Beach Boulevard (Swiftly Coin Laundry), in reference to a homeless male who was sleeping at the north end of the business. Upon Officer Esteva's arrival, he observed a male who matched the description given by the business owner and immediately recognized the individual as a person who was previously removed and given a trespass warning from this location on June 4, 2025, under Pembroke Park Police Department (PPPD) Case #PKPD25OFF007320.

Upon Officer Noel's arrival, the Subject was detained and searched by Officer Esteva. During the search of the subject, Officer Esteva found a small container in the Subject's left pocket that contained a white, rock-like substance. The Subject was placed under arrest for Trespass after Warning at the Business and transported to PPPD for processing. At PPPD, Officer Alvin Pollock responded to assist Officers Esteva and Noel with the paperwork and help identify the white rock-like substance inside the plastic bottle. Field testing using a Methamphetamine Test Kit #180-519 confirmed that the substance tested was positive for Methamphetamine. The Methamphetamine was weighed and confirmed to be a total weight of 16.68 grams.

The Subject was arrested and charged with the following:

Trespass After Warning, 810.09(2)(B)

Possession of Methamphetamine with Intent to Sell, Manufacture, or Deliver (14 Grams or More), 893.13(1)(A)(1)

Thank you to Officer Esteva for his proactive engagement with a subject that has become an issue with the business owner and residents who patronize this location. I would also like to commend Officers Noel and Pollock for their immediate response and for lending their knowledge to this arrest.

In conclusion, I wholeheartedly commend Officer Esteva for his dedication, tenacity, and proactive measures that significantly contributed to the arrest. His efforts exemplify law



Town of Pembroke Park Police Department

3150 SW 52 Avenue, Pembroke Park, Florida 33023

Telephone: 954-374-8639 | Fax: 954-985-2172

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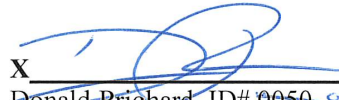
Daniel DeCoursey, Chief of Police

enforcement work and reflect a deep commitment to community safety and support for our business owners.

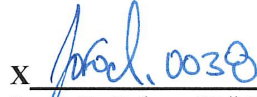
I would like to recognize Officer Esteva's hard work and his positive impact on this case.

X 

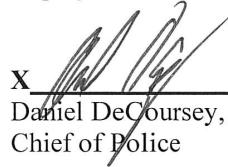
Dennis Allen, ID# 0008
Lieutenant

X 

Donald Prichard, ID# 0050-0049
Captain

X 

Jason F. Ochoa, ID# 0038
Deputy Chief

X 

Daniel DeCoursey, ID# 0037
Chief of Police



Sheriff Gregory Tony, Ph.D.

August 4th, 2025

To: Captain Donald Prichard
Town of Pembroke Park Police Department

Re: Recognition of Outstanding Work in Latent Print Development

Field Training Officer Ernesto Esteva's (PK0036) expertise in latent prints for case number (24-10-18942), lab number (24-07490), while using the physical development technique of Black Powder, has resulted in the successful development of at least one latent print of value. This print contributed to an AFIS Identification that significantly contributed to the progress of this case.

Field Training Officer Esteva's meticulous attention to detail significantly impacted the quality of the latent prints developed, providing the analyst with an optimal chance to identify the prints from the scene. The FTO's dedication and commitment to excellence are truly valued, and their contributions have made a meaningful impact.

On behalf of the Latent Print Unit, we sincerely appreciate their hard work and professionalism. Their efforts do not go unnoticed, and we encourage them to continue their outstanding work.

I respectfully request that this letter of recognition be placed in the employee's personnel file.

Cordially,

A handwritten signature in blue ink, appearing to read "J Inclan".

Julissa Schoonover-Inclan (BS15830), MS, CLPE
Crime Lab Unit Manager - Latent Print Unit
Crime Lab/Forensic Services
Division/Department of Professional
Standards and Investigations
Broward Sheriff's Office
Office: 954-831-7320 | Direct: 954-831-5973
Julissa_inclan@sheriff.org



Sheriff Gregory Tony, Ph.D.

July 18th, 2025

To: Captain Donald Prichard
Town of Pembroke Park Police Department

Re: Recognition of Outstanding Work in Latent Print Development

Sergeant Eugene Mobley (PK0012)'s expertise in latent prints for case number (24-11-20323), lab number (24-08347), while using the physical development technique of Black Powder, has resulted in the successful development of at least one latent print of value. This print contributed to an AFIS Identification that significantly contributed to the progress of this case.

Sergeant Mobley's meticulous attention to detail significantly impacted the quality of the latent prints developed, providing the analyst with an optimal chance to identify the prints from the scene. The Sergeant's dedication and commitment to excellence are truly valued, and their contributions have made a meaningful impact.

On behalf of the Latent Print Unit, we sincerely appreciate their hard work and professionalism. Their efforts do not go unnoticed, and we encourage them to continue their outstanding work.

I respectfully request that this letter of recognition be placed in the employee's personnel file.

Cordially,

Julissa Schoonover-Inclan (BS15830), MS, CLPE
Crime Lab Unit Manager - Latent Print Unit
Crime Lab/Forensic Services
Division/Department of Professional
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Broward Sheriff's Office
Office: 954-831-7320 | Direct: 954-831-5973
Julissa_inclan@sheriff.org



Sheriff Gregory Tony, Ph.D.

July 18th, 2025

To: Captain Donald Prichard
Town of Pembroke Park Police Department

Re: Recognition of Outstanding Work in Latent Print Development

Officer Eva Rimmer (PK0021)'s expertise in latent prints for case number (24-11-20478), lab number (24-08342), while using the physical development technique of Black Powder, has resulted in the successful development of at least one latent print of value. This print contributed to an AFIS Identification that significantly contributed to the progress of this case.

Officer Rimmer's meticulous attention to detail significantly impacted the quality of the latent prints developed, providing the analyst with an optimal chance to identify the prints from the scene. The officer's dedication and commitment to excellence are truly valued, and their contributions have made a meaningful impact.

On behalf of the Latent Print Unit, we sincerely appreciate their hard work and professionalism. Their efforts do not go unnoticed, and we encourage them to continue their outstanding work.

I respectfully request that this letter of recognition be placed in the employee's personnel file.

Cordially,

Julissa Schoonover-Inclan (BS15830), MS, CLPE
Crime Lab Unit Manager - Latent Print Unit
Crime Lab/Forensic Services
Division/Department of Professional
Standards and Investigations
Broward Sheriff's Office
Office: 954-831-7320 | Direct: 954-831-5973
Julissa_inclan@sheriff.org



Sheriff Gregory Tony, Ph.D.

July 18th, 2025

To: Captain Donald Prichard
Town of Pembroke Park Police Department

Re: Recognition of Outstanding Work in Latent Print Development

Officer Eva Rimmer (PK0021)'s expertise in latent prints for case number (25-04-4875), lab number (25-02730), while using the physical development technique of Black Powder, has resulted in the successful development of at least one latent print of value. This print contributed to an AFIS Identification that significantly contributed to the progress of this case.

Officer Rimmer's meticulous attention to detail significantly impacted the quality of the latent prints developed, providing the analyst with an optimal chance to identify the prints from the scene. The officer's dedication and commitment to excellence are truly valued, and their contributions have made a meaningful impact.

On behalf of the Latent Print Unit, we sincerely appreciate their hard work and professionalism. Their efforts do not go unnoticed, and we encourage them to continue their outstanding work.

I respectfully request that this letter of recognition be placed in the employee's personnel file.

Cordially,

Julissa Schoonover-Inclan (BS15830), MS, CLPE
Crime Lab Unit Manager - Latent Print Unit
Crime Lab/Forensic Services
Division/Department of Professional
Standards and Investigations
Broward Sheriff's Office
Office: 954-831-7320 | Direct: 954-831-5973
Julissa_inclan@sheriff.org



Agenda Item Report

Subject:	Presentation of Officer Robert Bethea
Meeting Date:	Regular Commission Meeting - Aug 21 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Police Department
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	



Agenda Item Report

Subject:	Presentation of Officer Qingyu Liu
Meeting Date:	Regular Commission Meeting - Aug 21 2025
Prepared For:	Town Commission
Staff Contact:	Daniel DeCoursey, Police Chief
Dept/Group:	Police Department
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	



Agenda Item Report

Subject:	Approval of Minutes - Town Clerk Garcia-Lima April 23, 2025 - Special Commission Meeting April 29, 2025 - Special Workshop Commission Meeting April 30, 2025 - Workshop Commission Meeting
Meeting Date:	Regular Commission Meeting - Aug 21 2025
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	Clerk
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[04.30.2025 Workshop Commission Meeting - Draft](#)

[04.29.2025 Workshop Commission Meeting - Draft](#)

[04.23.2025 Special Commission Meeting - Draft](#)



MINUTES WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, April 30, 2025
Commission Chambers

The WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, April 30, 2025, at 6:00 PM, in the Commission Chambers, with the following members present:

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

EXCUSED:

1 CALL TO ORDER

Mayor Mohammed called the meeting to order at 6:02pm.

2 PLEDGE OF ALLEGIANCE

Led by the Mayor and the Commissioner.

3 ROLL CALL

The meeting was called to order at 6:02pm by Mayor Mohammed. Present at the meeting were Mayor Ashira Mohammed, Erik Morrisette, Vice Mayor; Musfika Kashem, Acting Clerk Commissioner, Clerk Commissioner William R. Hodgkins and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Jacob Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; Mark Pakula, Information Technology Director; David Lynch, Town Manager; Captain Michael Kane, Fire Chief; James Davermann, Finance Director; and Osmanny Larzabal, Deputy Public Service Director

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

5 PRESENTATIONS

- 5.1 Proclamation for Municipal Clerk's Week, May 4, 2025, through May 10, 2025
- 5.2 Proclamation for Mental Health Awareness Month
- 5.3 Proclamation for National Public Works Week
- 5.4 Proclamation for Jewish American Heritage Month (ADDED)

Priscilla Sigelnik came forward to introduce herself to the Commission and announced that she has recently joined the firm of Craig A. Smith & Associates. She acknowledged that there are specific needs within the Pembroke Park community and expressed her interest in being a resource.

Ms. Sigelnik shared that she previously worked with the City Engineer and Public Works Director in Deerfield Beach for over seven years, gaining extensive experience in Surtax funding, as well as working with the Florida Department of Transportation (FDOT).

6 REPORTS OF COMMITTEES AND TOWN STAFF

6.1 Department Reports

Jeffrey Louis, Building Manager, came forward to present the monthly report for the building and code enforcement department.

James Davermann, Finance Director, came forward to present the monthly report for the finance department.

Daniel Decoursey, Police Chief, came forward and presented the police department monthly report.

Chief Michael Kane came forward and presented the March 2025 statistics and calls the department received for the town.

Osmanny Larzabal, Deputy Public Service Director, came forward to present the monthly department report.

Mayor Mohammed inquired about the SCADA installation, specifically asking whether it would include cameras for the GeoSCADA system.

Mark Pukula, the Town's IT Director, came forward to address the question. He stated that the cameras had previously been removed by Chandler Williams.

The Town Manager clarified that the cameras were added back into the project but assured the Commission that he would double-check to confirm their inclusion.

7 OLD BUSINESS

8 NEW BUSINESS

- 8.1 Approval of Minutes (ADDED)
April 7, 2025 – Workshop Commissioner Meeting
April 8, 2025 – Special Workshop Commission Meeting
April 9, 2025 – Regular Commission Meeting

Mayor Mohammed instructed the Town Clerk to add the item to the Consent Agenda for a vote.

- 8.2 Memorandum of Understanding between Florida Department of Law Enforcement (FDLE) and the Town to participate in the Florida Regional Law Enforcement Exchange System (RLEX) - Chief DeCoursey

Police Chief Daniel Decoursey informed the Commission that the item in question is an agreement with the Florida Department of Law Enforcement (FDLE) concerning the LINX (Law Enforcement Information Exchange) network. This system allows for the sharing of law enforcement information with agencies across the country, enhancing interagency collaboration and data access.

Mayor Mohammed directed the Town Clerk to add the item to the Consent Agenda for a formal vote.

- 8.3 Consideration of Approval of State Highway Lighting Maintenance and Compensation Agreement

Osmanny Larzabal, Deputy Public Service Director, explained that the item is for the approval of an agreement with the Florida Department of Transportation (FDOT). Under this agreement, the Town will receive approximately \$25,000 annually, with a 3% increase each year, for the maintenance and servicing of street lighting in the areas of Hallandale and Pembroke Park.

Mayor Mohammed directed the Town Clerk to add the item as a Line Item for discussion at the next meeting.

8.4 Consideration of Approval of a Development Agreement for the Proposed Residential Development Project Ekos - Pembroke Park - Town Manager Lynch

The Town Manager provided an update on the Ekos development project, stating that certain elements had been incorporated following the Commission meeting held a few weeks prior. Most notably, the requirement for six electric vehicle charging stations was included in the contract. Additionally, an amendment was added allowing the \$200,000 developer contribution to be allocated at the Town's discretion at a future date. He confirmed that all other elements requested by the Commission were also addressed and expressed hope that the project would receive final approval.

The Town Attorney added context, stating that during the previous meeting, the Commission had considered a parking reduction request and other approvals related to the Ekos project, which is one of the Town's Live Local Act developments. The project is being represented by Keith Poliyoff, who presented the details alongside Mr. Vander. The Commission had specifically requested the inclusion of six EV charging stations as a condition of approval, which has since been incorporated.

Mayor Mohammed inquired whether the \$200,000 contribution was intended to replace traditional impact fees typically paid by developers.

The Town Attorney clarified that the contribution is separate from impact fees and is a distinct commitment, as contemplated by the Town's code.

Mayor Mohammed then directed the Town Clerk to add the item as a Line Item for consideration at the next Commission meeting.

8.5 Consideration and Approval of an Agreement for Stormwater System Maintenance Services - Public Services Director Merantus

Osmanny Larzabal, Deputy Public Service Director, stated that the item pertains to establishing a backup service for the Public Works Department, to be utilized in the event of emergency flooding.

Mayor Mohammed directed the Town Clerk to add the item to the Consent Agenda for a formal vote.

- 8.6 Consideration and Approval of the Purchase of Four Portable Pumps for Stormwater and Emergency Operations - Public Services Director Merantus (UPDATED)

Osmanny Larzabal, Deputy Public Service Director, explained that the item is for the purchase of pumps to support emergency operations, particularly in response to flooding or other urgent public works needs.

Mayor Mohammed directed the Town Clerk to add the item to the Consent Agenda for a formal vote.

- 8.7 Consideration and Approval of the Purchase of a Vacuum Truck for Public Works Operations - Public Services Director Merantus (UPDATED)

Resolution No.: 2025-016

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO UTILIZE THE SOURCEWELL COOP CONTRACT SOLICITATION NO. RFP #101221, ATTACHED HERETO AS EXHIBIT "A," TO ACQUIRE THROUGH LEASE OR PURCHASE A VACTOR 2100i TRUCK, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "B" FROM ENVIRONMENTAL PRODUCTS GROUP IN ACCORDANCE WITH SEC. 1-129(5) OF THE TOWN'S CODE OF ORDINANCES; AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO EFFECTUATE THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER TO EXPEND FUNDS IN AN AMOUNT NOT TO EXCEED \$559,541.70; AUTHORIZING THE TOWN MANAGER TO EXECUTE A LEASE TO PURCHASE AGREEMENT, SUBJECT TO THE REVIEW AND APPROVAL OF THE TOWN ATTORNEY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor Mohammed instructed the Town Clerk to add the item to the Consent Agenda for a vote.

- 8.8 Consideration and Approval of the Purchase of an Excavator for Public Services - Public Services Director Merantus (ADDED)

Mayor Mohammed instructed the Town Clerk to add the item to the Consent Agenda for a vote.

8.9 Consideration and Approval to Allocate \$500 in Gift Cards for the Police Department - Mayor Mohammed (ADDED)

Mayor Mohammed explained that this initiative would allow the Police Department to distribute gift cards to community members in need, so officers do not have to use their personal funds. She noted that when the Police respond to calls, they often assist individuals not only with emergency needs but also with basic necessities like food and personal items.

Mayor Mohammed instructed the Town Clerk to add the item to the Consent Agenda for a vote.

8.10 Consideration and Approval of the Purchase and Installation of a Modular Office Building for Public Services - Public Services Director Merantus (ADDED)

Osmanly Larzabal, Deputy Public Service Director, stated that the building is preconstructed and is expected to arrive in approximately 2 to 3 months. This facility will provide Public Works personnel with a dedicated space to sanitize and serve as additional office space.

Mayor Mohammed instructed the Town Clerk to add the item as Line Item for next meeting.

8.11 Consideration and Approval for Agreement with Keith for Professional Services - Town Manager Lynch (ADDED)

The Town Manager commented on the Town's current FEMA flood insurance rating, noting that it is at the maximum level, which results in the highest insurance costs for the Town. He mentioned that Keith will be coming in to present various programs and strategies the Town can implement to lower the rating and reduce insurance expenses.

Mayor Mohammed instructed the Town Clerk to add the item to the Consent Agenda for a vote.

8.12 Consideration and Approval of the Purchase of Body-Worn Cameras for the Police Department - Chief DeCoursey (ADDED)

Chief Daniel Decoursey reported that Axon has prepared a proposal to utilize ARPA funds for the first year to acquire 30 body-worn cameras and 30 tasers. The proposal also includes enhancements such as expanded database accessibility and redaction tools, which will modernize the department's technology. The contract spans five years, with the first-year cost at \$124,466.54 and subsequent annual costs of \$123,943.26.

The Town Attorney added that the Town's contract with Axon is based on a longstanding Sourcewell cooperative agreement, under which the contract is executed.

Mayor Mohammed instructed the Town Clerk to add the item to the Consent Agenda for a vote.

- 8.13 Motion to Accept the Recommendation of the Pension Board and to approve the \$152,912 contribution amount for the Commission Supplemental Retirement Plan - Town Manager Lynch (ADDED)

Mayor Mohammed instructed the Town Clerk to add the item to the Consent Agenda for a vote.

9 DISCUSSION

- 9.1 Consideration of support for 211 Broward in the Amount of \$500.00 for the FY 2025-2026 budget - Town Manager Lynch

Mayor Mohammed instructed the Town Clerk to add the item to the Consent Agenda for a vote.

- 9.2 Discussion and Possible Approval of a Summer Recess for the Town Commission - Acting Clerk Commissioner Kashem

Mayor Mohammed instructed the Town Clerk to add the item to the Consent Agenda for a vote.

- 9.3 Consideration and Approval of the FY 2025/2026 Budget Preparation Calendar - Finance Director Davermann

Finance Director James Davermann came forward to explain the 2025-2026 Budget Calendar.

Mayor Mohammed instructed the Town Clerk to add the item to the Consent Agenda for a vote.

- 9.4 Consideration and Approval of a Resolution adopting the proposed Millage Rate for FY 2025-2026 and setting the dates and times for the Tentative Budget Public hearing and the Final Budget Public Hearing, pursuant to FS 200.065. It is suggested the Tentative Budget Hearing be held on September 10, 2025, at 6:00 p.m. and the Final Budget Hearing on September 24, 2025, at 6:00 p.m. (UPDATED)

Resolution No.: 2025-017

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 8.5000 MILLS FOR THE FISCAL YEAR 2025-2026 COMMENCING OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026; SETTING A DATE AND TIME FOR THE FIRST PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET AND A DATE AND TIME FOR THE FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE AND BUDGET; PROVIDING FOR DIRECTIONS TO THE TOWN MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Mohammed instructed the Town Clerk to add the item to the Consent Agenda for a vote.

10 TOWN CLERK COMMENTS

Town Clerk had no comments.

11 ATTORNEY COMMENTS

Town Attorney had no comments.

12 TOWN MANAGER COMMENTS

Town Manager thanked Mayor Mohammed for the round table meeting the day before.

13 COMMISSIONER COMMENTS

13.1 Commissioner Jacobs

Acting Clerk Commissioner Kashem had no comment.

Clerk Commissioner Hodgkins had no comment.

Vice Mayor Morrisette thanked for the informative email he received.

Mayor Mohammed had no comment.

14 ANNOUNCEMENTS

Town of Pembroke Park
Workshop Commission Meeting
December 2, 2024

- 14.1 Budget Workshop, Tuesday, May 13, 2025, at 6:00 p.m.
Regular Commission Meeting, Wednesday, May 14, 2025, at 7:00 p.m.
Special Magistrate Hearing, Wednesday, May 21, 2025, at 9:00 a.m.

15 ADJOURNMENTS With no further Town Business the meeting adjourned at 7:26pm

ATTEST:

Cynthia Garcia-Lima, Town Clerk

Commission approved on: _____

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

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 WORKSHOP COMMISSION MEETING

1:00 PM – Tuesday April 29, 2025
Commission Chambers

The WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Tuesday, April 29, 2025, at 1:00 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

1 CALL TO ORDER

Mayor Mohammed called the meeting to order at 1:10pm

2 PLEDGE OF ALLEGIANCE

Led by Mayor and Commissioners

3 ROLL CALL

The meeting was called to order at 1:10 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Jacobs Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; Kevin Linkous, Horticulture & Recreation Specialist and Osmanny Larzabal, Deputy Public Service Director

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

5 DISCUSSION

Town of Pembroke Park
Regular Commission Meeting
December 11, 2024

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5.1 Discussion Regarding Community Center Development and Parks
Facilities Improvements - Mayor Mohammed

Mayor Mohammed opened the meeting by stating that its purpose was to inform Kevin, the Town's Recreation Specialist, of the Town's intent to develop a comprehensive, resilient, and equitable plan for modernizing Pembroke Park's parks and community facilities. She noted that she had reached out to Dee Harper to discuss potential grant opportunities, community funding, and future actions to support the initiative.

Vice Mayor Morrisette brought up the Behan and Linear Walkway Park, recommending that a restroom building be added there but that no organized activities be held at those locations.

Mayor Mohammed requested that legal research be conducted regarding the Linear Walkway Park, specifically to determine the feasibility and cost of constructing a new restroom facility.

She also commented on plans for Patrick Behan Park, stating that the intention is to rebuild a larger facility that can accommodate community activities.

Regarding Preserve Park, Mayor Mohammed shared her vision of placing the future community center at that location. The plan also includes updated playgrounds and a splash pad to enhance recreational opportunities.

She encouraged anyone with ideas or suggestions to reach out directly to Kevin for consideration.

6 ATTORNEY COMMENTS

7 TOWN MANAGER COMMENTS

8 COMMISSIONER COMMENTS

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

9 ANNOUNCEMENTS

Town of Pembroke Park
Regular Commission Meeting
December 11, 2024

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- 9.1 Workshop Commission Meeting, Wednesday, April 30, 2025, at 6:00 p.m.
Budget Workshop, Tuesday, May 13, 2025, at 6:00 p.m.
Regular Commission Meeting, Wednesday, May 14, 2025, at 7:00 p.m.
Special Magistrate Hearing, Wednesday, May 21, 2025, at 9:00 a.m.

10 ADJOURNMENT

With no further business the meeting adjourned at 3:15pm.

ATTEST:

Cynthia Garcia-Lima, Town Clerk

Commission approved on:

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

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 (td).

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 WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, April 23, 2025
Commission Chambers

The SPECIAL WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, April 23, 2025, 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, Commissioner Geoffrey Jacobs and Acting Clerk Commissioner Musfika Kashem

EXCUSED:

1 CALL TO ORDER

Mayor Mohammed called the meeting to order at 6:00pm.

2 PLEDGE OF ALLEGIANCE

Led by Mayor and Commissioners

3 ROLL CALL

The meeting was called to order at 6:00 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Jacobs Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; David Lynch, Town Manager and James Davermann, Finance Director; Osmanny Larzabal, Deputy Public Service Director.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Town of Pembroke Park
Regular Commission Meeting
December 11, 2024

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There were no deletions or withdrawals to the agenda.

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS/ GOOD & WELFARE

There were no public comments related to the agenda items/ good & welfare.

6 RESOLUTIONS

- 6.1** Consideration and approval for a resolution regarding a Budget Amendment to the FY 2024-2025 Budget - Town Manager Lynch

Resolution No.: 2025-014

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING RESOLUTION NO. 2024-020, ADOPTED ON SEPTEMBER 25, 2024; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2024-2025 FOR THE TOWN, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney read Resolution No. 2025-014 into the record. He advised the Commission that the Town Manager had submitted an updated Exhibit A to the resolution. For the record, he noted that if and when the item is adopted, it should include the Town Manager's recommended budgetary amendments.

The Town Manager briefly explained that the revised amount being allocated from the Stormwater Fund has been reduced, as the Town will now utilize additional ARPA (American Rescue Plan Act) funds to cover a portion of the cost.

Commissioner Jacobs inquired where on the amended ARPA allocation the \$500,000 contribution for the stormwater pump lift station appears.

The Town Manager responded that the revised allocation, including the pump contribution, can be found under Item 7.2.

Mayor Mohammed noted that there had been a reallocation of fund, specifically, \$300,000 originally designated for park restoration, facelift, and equipment was redirected to the pump project. She explained that this was necessary due to ongoing drainage issues throughout the Town. While the Town submitted a Legislative Budget Request (LBR) this year for \$1.2 million, only \$400,000 was budgeted. As a result, the Town will need to identify additional funding to close the gap. The Mayor further emphasized that in order for the 25th Street drainage project to function

properly, Phase II must be completed. She asked whether more ARPA funds could be used to cover the costs rather than drawing from the Town's reserves.

Commissioner Jacobs clarified the distinction between reserve funds and Enterprise Funds, stating that stormwater and sewer funds are collected from taxpayers for utility purposes and must be used accordingly to fund such infrastructure projects.

Vice Mayor Morrisette inquired whether the timeline for the 25th Street project would be impacted by ARPA deadlines, referencing the April 30, 2025 cutoff.

The Town Manager clarified that the timeline would not be affected, as there are two key ARPA deadlines: April 30, 2025, and April 30, 2026, depending on the project's phase.

Commissioner Jacobs added that the extended April 30, 2026 deadline also provides the federal government an additional year to determine whether any unspent ARPA funds will be subject to recapture (clawback).

The Town Manager then asked all Commissioners to refer to the amended Exhibit A. He explained that the original amount listed under "Revenues" was \$1,026,213.00. After the updated ARPA fund allocation, the new revenue total is \$926,213.00. The line item for ARPA Funds is now \$600,000, increased from the original \$500,000. All other figures remain unchanged.

ACTION: Vice Mayor Morrisette made a motion to approve Resolution No. 2025-014 as amended. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

- 6.2 Consideration and approval of Interlocal Agreement between the City of Hallandale Beach and the Town for the repairs to the I-95 Pump Station - Town Manager Lynch (UPDATED PROPOSED AGREEMENT)

Resolution No.: 2025-015

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE JOINT PARTICIPATION AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND THE CITY OF HALLANDALE BEACH FOR THE MAINTENANCE OF THE SOUTH BROWARD PUMPING STATION LOCATED ALONG THE WEST SIDE OF I-95, ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL ACTION NECESSARY IN FURTHERANCE OF THE AGREEMENT, INCLUDING ACCEPTING

NON-SUBSTANTIAL CHANGES TO THE AGREEMENT, SUBJECT TO THE REVIEW AND APPROVAL OF THE TOWN ATTORNEY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor Mohammed had several questions and asked whether the repair was capped at \$300,000, and whether there would be a maintenance cost in addition to that amount. The Town Manager confirmed that a maintenance allocation is included.

The Town Attorney noted that future maintenance costs should be considered during the budget planning process. He recommended that a funding cap be established, with any expenses exceeding that amount requiring Commission approval. He also reminded the Commission that Hallandale Beach has agreed to the same terms under the proposed agreement.

Todd Larson, representing Craig A. Smith and Associates, addressed the Commission to provide background on the ownership and maintenance responsibility of the station. He explained that the lift station is legally owned by the Florida Department of Transportation (FDOT). However, per the original agreement at the time of construction, routine maintenance costs were to be shared equally between Hallandale Beach and Pembroke Park. In the case of any major repairs, the FDOT would be responsible.

The Town Manager added that the original agreement was established in 2003, followed by a revised agreement in 2007, which expired in 2011. He also noted that the infrastructure includes a 30-year warranty. He reiterated that Hallandale Beach has already approved the same agreement now being considered by the Commission.

ACTION: Clerk Commissioner Hodgkins made a motion to approve Resolution No. 2025-015. Vice Mayor Morrisette seconded the motion, and it passed unanimously on a poll vote.

7 NEW BUSINESS

- 7.1 Reconsideration and approval to amend the scope of the Awarded Agreement for the Construction of the SW 25th St Stormwater Improvement Project - Public Works Director Merantus

The Town Attorney noted that the item is listed on the agenda as a reconsideration but clarified that the Commission previously approved the item at the last meeting. He explained that the Commission is now essentially looking to amend a previously adopted item.

Mayor Mohammed asked for clarification on which version of the project the Town is proceeding with: the original project (from which 11 items were removed), or the version with the pump stations added back in.

The Town Manager responded that the Town is moving forward with the original RFP plan.

Mayor Mohammed then inquired about the cost estimate for Phase Two of the SW 25th Street Stormwater Project.

Dan Shonk from Craig A. Smith, advised that the estimated cost for Phase Two is approximately \$4.8 million.

PUBLIC COMMENT

David Rassi, representing the Sweenies Group, came forward to express concern and requested additional information regarding another flood-prone area in need of a separate stormwater improvement project.

PUBLIC COMMENT CLOSED

ACTION: Clerk Commissioner Hodgkins made a motion for approval to amend the scope of the Awarded Agreement for the Construction of the SW 25th St Stormwater Improvement Project. Vice Mayor Morrisette seconded the motion, and it passed unanimously on a poll vote.

7.2 Consideration and approval of amending the ARPA Funds Allocation and Utilization – Town Manager Lynch (UPDATED ARPA LIST)

Commissioner Jacobs expressed that purchasing a VAC truck is unnecessary, noting the \$150,000 price tag is a cost the Town does not need to incur. He also stated that the Town does not require an excavator, as it already owns two. He referenced former Vice Mayor Howard Clark, who had long advocated for a dump truck for the Town. However, Mayor Mohammed made a step in the right direction by stating that the dump truck is not needed due to its high maintenance costs.

Commissioner Jacobs also pointed out that \$100,000 is allocated for the community center, but stated that historically, projects in Pembroke Park

often go unfinished. He informed the Commission that he had sent the Town Manager a list from the Police Chief totaling approximately \$640,000, possibly up to \$650,000, outlining necessary equipment for the Police Department, including new tasers, camera systems, and other gear. Jacobs proposed reallocating \$250,000 from the excavator, VAC truck, and community center budgets to fund the police department's needs, stating this would be a more efficient and ready-to-implement use of the funds.

Clerk Commissioner Hodgkins asked Deputy Public Services Director Larzabal to inquire about the Town's VAC truck expenditures in recent years.

Mr. Larzabal addressed the Commission, explaining that the jet/vacuum (jet-vac) truck is an essential tool for drainage maintenance. He said the Public Works team could establish a consistent schedule to clean the town's drainage system weekly, ensuring comprehensive coverage throughout the year, a requirement under the NPDES (National Pollutant Discharge Elimination System) program. He also noted that when sewer breaks or spills occur, the Town must clean the stations, especially when grease builds up. A jet-vac truck would greatly improve efficiency in such situations.

Furthermore, Mr. Larzabal explained that for complex underground utility work, using a large backhoe is not ideal. He emphasized that a mini-excavator is more suitable for such tasks due to its precision and gentler impact on underground utilities, reducing the risk of pipe damage.

Commissioner Jacobs asked if Public Works was requesting \$110,000 for the mini excavator. Mr. Larzabal clarified that the cost would be approximately \$40,000.

Commissioner Jacobs also pointed out a \$380,000 allocation for a park service building. Mr. Larzabal responded that this amount is intended for a mobile trailer for the Public Services personnel, who currently lack basic facilities. He explained that the trailer would provide office space for the superintendent, a training room for staff, restrooms, showers, and other essential amenities. He corrected the estimated cost to \$310,000.

The Town Manager noted that upon his arrival at Pembroke Park, he met with every department, and two recurring requests emerged: access to a VAC truck and improved excavation equipment, as the current equipment is inadequate. Regarding the Police Department's equipment needs, he stated the costs appear lower because body camera payments can be

spread over five years without interest, freeing up space in the general fund.

The Town Manager also mentioned that the \$100,000 allocated to the community center could be redirected to stormwater control. Additionally, he noted there are ongoing discussions with the state regarding funding opportunities for the community center and asked the Commission to maintain the full funding request for the VAC truck and excavator.

Vice Mayor Morrisette inquired whether the Town's existing equipment has any trade-in value. Mr. Larzabal said there might be, but the current value is unknown.

Mayor Mohammed suggested reallocating \$70,000 from the parks maintenance building and \$70,000 from the backhoe excavator budget to the SW 25th Street Project.

Commissioner Jacobs asked whether the Commission could move the amended ARPA list forward and reallocate the \$100,000 from the community center to stormwater control.

Mayor Mohammed corrected him, stating that the \$100,000 would instead be moved to the SW 25th Street Project, bringing its total funding to \$600,000.

Commissioner Jacobs then moved Item 7.2 (as amended) for adoption.

Mayor Mohammed reminded the Commission that there is no consent agenda; the item will be adopted during the current meeting.

ACTION: Commissioner Jacobs made a motion to adopt the ARPA Funds List as amended (7.2). Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

- 7.3 Motion to ratify the Town's "fair share" contribution to the Area Agency on Aging in the amount of \$5387.64 for FY 2025-2026 - Town Manager Lynch

ACTION: Clerk Commissioner Hodgkins made a motion to ratify the Town's "fair share" contribution to the Area Agency. Vice Mayor seconded the motion, and it passed unanimously on a poll vote.

- 7.4 Motion to approve the Town Manager's promotion and recommend salary increase for Misael Flores, in accordance with 'Change in Pay' provision of the Town's Employee Personnel Manual - Town Manager Lynch

Town Manager Lynch commended Misael Flores as a dedicated and dependable employee who consistently steps up, whether for community events or emergency response efforts. He requested that the Commission approve an increase in Mr. Flores' salary from \$75,000 to \$95,000 and a change in title to Superintendent.

Mayor Mohammed asked for clarification on the exact date Mr. Flores was promoted to the acting position, emphasizing the importance of ensuring he is compensated appropriately.

The Town Manager further requested that Mr. Flores receive retroactive pay for one year, reflecting the responsibilities he has already assumed.

ACTION: Clerk Commissioner Hodgkins made a motion to approve salary increase for Misael Flores and promotion. Vice Mayor Morrisette seconded the motion, and it passed unanimously on a poll vote.

- 7.5 Consideration and Approval to award contract to a competitively bid contract to Blue Line Solutions, the lowest responsible, responsive bidder pursuant to RFP 12 472-14 for Speed Camera Enforcement Program in School Zones - Town Manager Lynch

Richard Rand of Blue Line Solutions, located at 2301 South Ocean Drive, Hollywood, FL, addressed the Commission regarding automated speed enforcement in school zones. He began by expressing his gratitude to the Commission for allowing him to speak and for prioritizing school safety. He emphasized that his company has played a significant role in safety initiatives throughout Broward County.

Mr. Rand clarified that the goal of the program is to educate residents of Pembroke Park on the dangers of speeding in school zones, not to generate revenue. He stated that before any cameras are installed or citations are issued, approximately 90% of residents will be aware of the consequences of exceeding the speed limit by 10 mph or more in a school zone.

Mayor Mohammed inquired whether a secondary camera could be used to capture a wide-angle view of violations and asked if there would be an additional cost for that feature. Mr. Rand confirmed that the secondary camera is included in the program at no extra cost to the Town.

The Mayor also asked if the hearing process would take place before a magistrate at Town Hall. The Town Attorney clarified that such hearings would be handled by the City's magistrate.

Mayor Mohammed then asked about a \$350 fee imposed on violators who are more than 30 days past due, and requested more information on this process.

Mr. Rand explained that under Florida state statute, if a citation is not paid or a local hearing is not scheduled, it becomes a Uniform Traffic Citation, which is equivalent to receiving a ticket from a police officer. At that point, the case is transferred to the Broward County Clerk's Office, and the matter is out of the Town's hands. Once in the court system, additional administrative fees may be imposed that decision lies with the court.

He also noted that on or around the 15th of each month, Blue Line Solutions will remit any funds received from citations to the Town through a designated account. For individuals unable to pay the citation, payment plans may be arranged by contacting or visiting Blue Line Solutions directly.

Mr. Rand concluded by emphasizing that this program is owned and controlled by the Town, and the Town has full authority over how it is implemented and managed.

The Town Attorney added that, according to the contract, the Town may terminate the agreement for convenience with 30 days' notice, and that either party may terminate for cause without penalty.

ACTION: Commissioner Jacobs made a motion to approve the agreement with Blue Line Solutions for the Speed Camera Enforcement Program in School Zones. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

8 ATTORNEY COMMENTS

There were no attorney comments.

9 TOWN MANAGER COMMENTS

Town Manager Lynch mentioned it is Vice Mayor Morrisette's birthday.

10 COMMISSIONER COMMENTS

Commissioner Jacobs emphasized the importance of the Commission staying informed about developments in Tallahassee, particularly regarding recent legislative changes. He noted that “annexation” is now being referred to as “consolidation,” and that there are currently multiple municipalities under discussion for potential consolidation.

He warned that any municipality with a population under 25,000 may be subject to mandatory consolidation, and urged fellow commissioners to closely monitor these evolving discussions to understand how they may impact the Town. Acting Clark Commissioner Kashem had no comments.

Clerk Commissioner Hodgkins had no comments.

Vice Mayor Morrisette had no comments.

Mayor Mohammed had no comments.

11 ANNOUNCEMENTS

- 11.1 Special Workshop Commission Meeting, Tuesday, April 29, 2025, at 1:00 p.m.
Workshop Commission Meeting, Wednesday, April 30, 2025, at 6:00 p.m.
Budget Workshop, Tuesday, May 13, 2025, at 6:00 p.m. (UPDATED)
Regular Commission Meeting, Wednesday, May 14, 2025, at 7:00 p.m.

12 ADJOURNMENTS

With no further business to discuss, the meeting adjourned at 7:42pm.

ATTEST:

Cynthia Garcia-Lima, Town Clerk

Commission approved on:

Town of Pembroke Park
Regular Commission Meeting
December 11, 2024

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.



Agenda Item Report

Subject:	Approve Resolution Declaring Surplus Equipment and Authorize Disposal - Interim Director Odoms RESOLUTION NO.: 2025-022 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS OR OBSOLETE; DIRECTING SALE OR DISPOSAL OF SURPLUS OR OBSOLETE PERSONAL PROPERTY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Aug 21 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	The Public Services Department has conducted an internal review and inventory of equipment, tools, and materials currently stored in the department's yard and storage facilities. As a result of this review, several items have been identified as obsolete, no longer functional, beyond repair, or no longer needed for operational purposes. The Town has a policy and process in place for declaring surplus property. Once declared surplus, items may be disposed of through public auction, donation, trade-in, or other methods in accordance with applicable municipal code and state law.
Staff Recommendations:	
Procurement:	
Financial Implications:	There is minimal financial impact expected from this action. Any proceeds generated through public auction will be returned to the General Fund.
Alternatives:	

ATTACHMENTS:

[Resolution No.: 2025-022](#)

[Exhibit A](#)

RESOLUTION NO. 2025-022

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS OR OBSOLETE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A;" DIRECTING SALE OR DISPOSAL OF SURPLUS OR OBSOLETE PERSONAL PROPERTY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town staff has prepared an inventory of certain Town personal property which is either surplus or obsolete and no longer of any use to the Town; and

WHEREAS, Sec. 2-137, Pembroke Park Code of Ordinances, provides for the disposal of surplus or obsolete property; and

WHEREAS, Sec. 274.06, F.S., requires publication of notice of the sale or surplus property when such property is estimated to exceed \$5,000.00; and

WHEREAS, the Town Commission desires to designate certain property as surplus or obsolete and provide for the sale or disposal of the surplus property.

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

Section 1: That the Town Commission hereby declares that the personal property listed in the attached Exhibit "A" is either surplus or obsolete and is of no further value to the Town.

Section 2: That pursuant to Sec. 2-137(a), Pembroke Park Code of Ordinances, the Town Commission hereby directs the sale or disposal of the surplus or obsolete personal property described in Exhibit "A".

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: Should any section, paragraph, sentence, clause or phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 21st day of August, 2025.

MAYOR GEOFFREY JACOBS

ATTEST:

—

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB HOROWITZ
Town Attorney

EXHIBIT A

Set For Surplus

FLEET MANAGEMENT

Customer Unit ID	Driver Name	Year	Make	Model	Unit ID	VIN	Series	Mileage
Roads & Streets	John Avila	2008	Ford	F-150	245C9S	1FTRF12W68KE84835	XL 4x2 Regular Cab Styleside 6.5 ft. box 126 in.	95,495
Roads & Streets	Ivan Jimerson	2010	Ford	F-150	245C9V	1FTMF1CW4AKA18304	XL 4x2 Regular Cab Styleside 6.5 ft. box 126 in.	118,042
Stormwater	Misael Flores	2019	Ford	F-250	245C9X	1FTNX2A62KEF19209	XL 4x2 SD Super Cab 6.75 ft. box 148 in. WB	1,651
Sewer	Set For Surplus	2007	Ford	F-250	245CB4	1FTNX20587EB11661	XL 4x2 SD Super Cab 6.75 ft. box 142 in. WB	142,652
Parks	Steve Thomas	2010	Ford	F-250	245C9K	1FTNF2A59AEA36445	XL 4x2 SD Regular Cab 8 ft. box 137 in. WB SRW	41,985
Parks	Nicholas Suki	2007	Ford	F-250	245C9W	1FTNX20567EB11660	XL 4x2 SD Super Cab 6.75 ft. box 142 in. WB	65,791
Roads & Streets	Timothy Wallace	2015	Ford	F-250	245C9N	1FTXX2A6XFEB32512	XL 4x2 SD Super Cab 6.75 ft. box 142 in. WB	91,938
Sewer	Old Crane Truck	2008	Ford	F-550 Chassis	245C9R	1FDAF56R48ED50991	XL 4x2 SD Regular Cab 141 in. WB DRW	54,399
Parks	Adrian Mesa	2016	Chevrolet	Colorado	245C9M	1GCGSBEA4G1100418	WT 4x2 Crew Cab 5 ft. box 128.3 in. WB	52,244
Stormwater	N/A	N/A	Perkins	HP35112V		Serial# 907694L	Hydraulic Pump Trailer Mount	N/A
Stormwater	N/A	N/A	Perkins	HP35126N		Serial# 712015N	Hydraulic Pump Trailer Mount	N/A
Road & Street	N/A	N/A	Scag	STT52V-27CH		Serial# D7400303	Scag Turf Tiger	N/A
Parks	N/A	2003	E-Z-GO	2-SEATER		Serial# 1359009	E-Z-GO Golf Cart	N/A

Totals And Averages



Agenda Item Report

Subject:	Consideration and approval of Updated Authorized Signatories for Town Accounts - Finance Director Davermann Resolution No.: 2025-023 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PROVIDING FOR THE AUTHORIZED SIGNATURES ON THE SEVERAL ACCOUNTS OF THE TOWN OF PEMBROKE PARK WITH THE VARIOUS DEPOSITORIES DESIGNATED BY THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Aug 21 2025
Prepared For:	Town Commission
Staff Contact:	Finance Director, Finance & Budget Director
Dept/Group:	Finance
Recommendation for Counsel to consider:	
Background Information:	On May 22, 2025, there was a rotation of of assignments in the Commission. This action is necessary to reflect changes in staffing and ensure continued proper management of financial operations.
Staff Recommendations:	
Procurement:	
Financial Implications:	There is no financial impact.
Alternatives:	

ATTACHMENTS:

[Resolution No.: 2025-023](#)

RESOLUTION NO: 2025-023

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PROVIDING FOR THE AUTHORIZED SIGNATURES ON THE SEVERAL ACCOUNTS OF THE TOWN OF PEMBROKE PARK WITH THE VARIOUS DEPOSITORIES DESIGNATED BY THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park, Broward County, Florida ("Town"), has heretofore designated various financial institutions as depositories for the accounts of the Town, including, but not limited to, checking accounts, savings accounts and Certificates of Deposit; and

WHEREAS, on May 22, 2025, the Town Commission approved a new rotation of responsibilities among its members, thereby changing the incumbents serving in the roles of Mayor, Vice Mayor, Clerk Commissioner, Acting Clerk Commissioner, and Commissioner; and

WHEREAS, the Mayor, Vice-Mayor, Clerk Commissioner, Acting Clerk-Commissioner and Commissioner are ex officio authorized signatories on all of said accounts in their capacity as Mayor, Vice-Mayor, Clerk Commissioner, Acting Clerk-Commissioner and Commissioner; and

WHEREAS, in the several Resolutions designating the various financial institutions as depositories for the funds of the Town, the Town Commission resolved to advise said depositories by Resolution of the change in the authorized signatories on said accounts whenever said change would occur as a result of the change in the incumbency of said officials, or otherwise; and

WHEREAS, the Town Commission desires to give notice to the several depositories of the funds of the Town of a change in the authorized signatories on the several accounts maintained by the Town with said depositories.

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

Section 1: That the following individuals shall be the authorized signatories in their capacity as shown herein on the several accounts of the Town of Pembroke Park with the financial institutions it has heretofore designated as depositories in the same form, fashion and manner as heretofore provided in the several Resolutions adopted by the Town and submitted to said depositories as follows, to wit:

GEOFFREY JACOBS
MUSFIKA KASHEM
WILLIAM HODGKINS
ERIK MORRISSETTE
ASHIRA MOHAMMED

MAYOR
VICE MAYOR
CLERK COMMISSIONER
ACTING CLERK COMMISSIONER
COMMISSIONER

Section 2: That all checks, withdrawals, drafts, or other items withdrawing funds from the depository accounts, or authorizations in connection therewith, must be signed by two individuals which shall be either the Mayor or the Vice-Mayor in the absence or disability of the Mayor, and the Clerk Commissioner, Acting Clerk Commissioner or Commissioner in the absence or disability of the Clerk Commissioner and Acting Clerk-Commissioner.

Section 3: That no individual, other than those designated in Section 1 hereof, shall be an authorized signatory on any of the accounts of the Town with its designated depositories.

Section 4: That the provisions of all Resolutions previously adopted by the Town Commission, and not subsequently amended or modified by this or other Resolutions as on file with the heretofore designated depositories, shall remain in full force and effect.

Section 5: That all previous authorities shall be and continue in full force and effect until revoked or modified by written Resolution of the Town Commission actually received by the Town's depositories, and said depositories are hereby authorized and directed to, at all times, rely upon the last notice received by it, of any Resolution as to the foregoing authorities and as to the persons from time to time are its officials, and their signatures are official actions of the Town.

Section 6: 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 7: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 8: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 21st day of AUGUST 2025.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney



Agenda Item Report

Subject:	Consideration and possible approval of the Reciprocal Use Agreement - Town Manager David Lynch RESOLUTION NO. 2025-026 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A RECIPROCAL USE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Aug 21 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The Town has worked collaboratively with Broward County Public Schools to develop a Reciprocal Use Agreement that benefits both the Town and local schools. Under the terms of the agreement, the Town will have access to designated school facilities for community programs and recreational use during non-school hours. In turn, Broward County Public Schools will have access to select Town facilities for school-related activities and events during agreed-upon times. This partnership enhances the efficient use of public resources, supports youth engagement, and strengthens the relationship between the Town and the local education system. The agreement has been reviewed by the Town Attorney and is in alignment with state requirements and local policies.
Staff Recommendations:	Staff recommends approval of the Reciprocal Use Agreement between the Town and the School Board of Broward County, Florida, allowing for mutual access and shared use of designated facilities for educational, recreational, and community purposes.
Procurement:	
Financial Implications:	There is no financial agreement.

Alternatives:	
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ATTACHMENTS:

[Reciprocal Use Agreement](#)

[Proposed Resolution](#)

RECIPROCAL USE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2025, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a political subdivision of the State of Florida
having its principal place of business at
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

and

THE TOWN OF PEMBROKE PARK, FLORIDA

(hereinafter referred to as "TOWN")
a municipal corporation of the State of
Florida whose address is
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

WHEREAS, partnerships instill a sense of civic pride and responsibility in students that will last far beyond their educational experience; and

WHEREAS, cities and schools may share resources to support each other's goals and objectives; and

WHEREAS, this collaboration provides the opportunity to develop a seamless, communication infrastructure between TOWN officials, TOWN staff and their counterparts in the School District; and

WHEREAS, TOWN, as part of its recreation program wishes to provide additional outdoor playground recreation facilities for its citizens; and

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains various facilities throughout the county, including elementary, middle and high schools, vocational sites, training facilities and equipment in the TOWN of Pembroke Park suitable for use by TOWN in its municipal programs; and

WHEREAS, SBBC wishes to provide additional facilities for its programming; and

WHEREAS, TOWN owns, operates and maintains numerous facilities suitable for use by SBBC for its educational, and training programs; and

WHEREAS, TOWN and SBBC have determined that entering into numerous agreements for the use of each other's facilities on a case-by-case basis will result in the expense of additional administrative time and resources; and

WHEREAS, TOWN and SBBC believe that a formal agreement providing

reciprocal use of each other's facilities will be of mutual benefit to all parties.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE 1- RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall be for a period of five (5) years commencing on September 16, 2025 and expiring on September 15, 2030.

2.02 TOWN Licensed Facilities.

2.02.1 **Authorized Use of TOWN Licensed Facilities by SBBC.** TOWN owns and operates a number of parks and facilities located in the TOWN of Pembroke Park, Florida, which are suitable for use by SBBC for its educational and training programs. The TOWN agrees to allow SBBC use of TOWN parks and facilities (hereinafter referred to as "TOWN Licensed Facilities") including but not limited to those described in **Exhibit "A"**, on such days and at such times as are mutually agreed upon by the Public Service Director or designee.

2.02.2 **Procedure to Request Use of TOWN Licensed Facilities.** The following procedure shall be followed whenever SBBC desires to use any TOWN Licensed Facilities:

2.02.2.1 SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "C"**, to the Public Service Director or designee for use of TOWN Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by SBBC and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the Public Service Director or designee without a formal amendment of this Agreement.

2.02.2.2 The Public Service Director or designee shall determine if the requested use conflicts or interferes with any other usage of the TOWN Licensed Facility within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to SBBC. If there is a conflict and the request is denied, SBBC may appeal the denial to the TOWN Manager. The TOWN Manager will determine whether to uphold the denial within seven (7) calendar days of filing of the appeal, and the decision of the TOWN Manager upon such appeal shall be final.

2.02.2.3 Said TOWN Licensed Facilities are to be used by SBBC solely for educational and training purposes which are an integral part of the Public Education Program of Broward County and for no other purpose whatsoever without the prior written consent of the TOWN.

2.02.2.4 The use of said TOWN Licensed Facilities by SBBC shall, at all times, comply with the laws of the State of Florida, local laws and TOWN's Code of Ordinances. SBBC shall require its instructors, agents, students and invitees to follow all rules and regulations promulgated by TOWN.

2.02.3 Maintenance of TOWN Licensed Facilities. TOWN shall provide and maintain the parking lot, parking lot lighting, and ingress and egress at all TOWN Licensed Facilities. The TOWN shall have the continuing duty to maintain TOWN Licensed Facilities and equipment in a safe condition and to ensure that any unsafe condition or defect in or upon TOWN Licensed Facilities is remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its maintenance and operation, the TOWN becomes aware of any dangerous or unsafe condition in or upon TOWN Licensed Facilities or equipment, TOWN shall immediately correct the dangerous condition or prevent the use of TOWN Licensed Facilities or equipment by other persons so as not to endanger the life or safety of persons at the Licensed Facilities or equipment. If in the course of SBBC's use and occupancy of TOWN Licensed Facilities or equipment, SBBC becomes aware of any dangerous condition in or upon TOWN Licensed Facilities or equipment, SBBC shall, immediately, notify the TOWN Manager or Public Service Director or designee of such dangerous or unsafe condition and cease SBBC'S use of TOWN Licensed Facilities or equipment which is unsafe until such time as TOWN corrects or remedies the condition. The TOWN shall have final determination as to what is deemed "unsafe". If SBBC does not notify the TOWN of such dangerous conditions, and TOWN is not otherwise aware nor should it have been aware of same, TOWN shall not be liable to SBBC, its employees, agents or invitees for loss, personal injury or damage. This paragraph shall not create any rights for any third party to sue the TOWN or SBBC, and there shall be no third-party beneficiary.

2.02.4 TOWN Access to TOWN Licensed Facilities. TOWN and its officers, agents and employees engaged in the operation maintenance or repair of the TOWN Licensed Facilities reserve the right, at any time, to enter upon and have free access to any and all parts of the TOWN Licensed Facilities. TOWN shall have the right to observe all operations of SBBC at TOWN Licensed Facilities in regard to ensuring that said facilities are not subjected to risk of loss. TOWN reserves the right to preclude or interrupt any act or use of equipment by SBBC within the reasonable judgment of the TOWN Manager or Public Service Director or designee of the affected TOWN Licensed Facilities, if it is necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage or loss. TOWN shall have the right to inspect any and all parts of TOWN Licensed Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises and to enforce the license obligations hereunder.

2.02.5 SBBC Property on TOWN Licensed Facilities. TOWN assumes no responsibility whatsoever for any property placed on its premises by SBBC, its agents, employees, representatives, independent contractors or invitees.

2.02.6 Restrictions on Items Brought onto TOWN Licensed Facilities.

SBBC agrees not to bring onto TOWN Licensed Facilities, any material, substances, equipment or objects that are likely to endanger the life or to cause bodily injury to any person or damage to the TOWN Licensed Facilities or which are likely to constitute a hazard to property thereon. TOWN shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto the TOWN Licensed Facilities and the right to require their immediate removal from the property.

2.02.7 Construction of Improvements.

SBBC shall not construct any improvements upon any of Licensed Facilities during the term of this Agreement without prior written consent of TOWN. Any improvement constructed upon TOWN Licensed Facilities without prior written approval of the TOWN shall be removed or relocated by SBBC within ten (10) days of written demand by TOWN. SBBC is authorized to place items of movable personal property onto the TOWN Licensed Facilities for use therein without prior written approval of TOWN. If SBBC fails to remove items of moveable personal property upon termination of this Agreement, TOWN may remove, and store said items and SBBC shall reimburse TOWN for the costs of relocating and storing the items.

2.02.8 Vacation of TOWN Licensed Facilities.

Upon vacation of TOWN Licensed Facilities after each use and occupancy, SBBC shall leave said facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of movable personal property brought onto the TOWN Licensed Facilities by SBBC.

2.03 **SBBC Licensed Facilities.**

2.03.1 Authorized Use of SBBC Licensed Facilities by TOWN.

SBBC owns, operates and maintains various schools and facilities (hereinafter referred to as "SBBC Licensed Facilities') throughout the county, including elementary, middle, high and technical schools sites and training facilities located in and around the TOWN of Pembroke Park that may be suitable for use by residents of the TOWN of Pembroke Park and the TOWN may desire to place its programs, special functions, training programs, such as Pembroke Park Police and/or Fire Department's implementing security training geared toward preparation for school related incidents and community meetings at these sites. SBBC agrees to allow TOWN use of SBBC schools and facilities in the TOWN of Pembroke Park, including, but not necessarily limited to those described in **Exhibit "B"**, on such days and at such times as are mutually agreed upon by the Superintendent or designee and the Recreation Administrator or designee.

2.03.2 Procedure to Request Use of SBBC Licensed Facilities.

The following procedure shall be followed whenever the TOWN desires to use any SBBC Licensed Facilities:

2.03.2.1

TOWN shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "C"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage (including training programs by the Pembroke Park Police and/or Fire-Rescue Department). The Notice of Facility Use form must specify the dates, times and facilities to be used by the TOWN or its residents and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of

Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the Public Service Director or designee without a formal amendment of this Agreement.

2.03.2.2 The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Licensed Facilities by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the TOWN. If there is a conflict and the request is not approved, the TOWN may appeal the denial to SBBC's South Regional Superintendent or designee. The South Regional Superintendent or designee will determine whether to uphold the denial within seven (7) calendar days of filing of the appeal, and the decision of the South Regional Superintendent or designee upon such appeal shall be final.

2.03.2.3 The use of SBBC Licensed Facilities by the TOWN shall, at all times be in compliance with the applicable laws of the State of Florida and SBBC policies.

2.03.3 Maintenance of SBBC Licensed Facilities. SBBC shall provide and maintain the parking lot, parking lot lighting and ingress and egress at all SBBC Licensed Facilities. SBBC shall have the continuing duty to maintain SBBC Licensed Facilities and equipment in a safe condition and to ensure that any unsafe condition or defect in or upon SBBC Licensed Facilities and equipment is remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its maintenance and operation, SBBC becomes aware of any dangerous or unsafe condition in or upon SBBC Licensed Facilities or equipment, SBBC shall immediately correct the dangerous condition or prevent the use of the facilities or equipment by other persons so as not to endanger the life or safety of persons at the facility. If in the course of TOWN's use and occupancy of SBBC Licensed Facilities or equipment, TOWN becomes aware of any dangerous condition in or upon SBBC Licensed Facilities or equipment, TOWN shall, as soon as reasonably possible, notify the principal of SBBC Licensed Facilities being utilized, of such dangerous or unsafe condition and cease TOWN's use of the facilities or equipment which are unsafe until such time as SBBC corrects or remedies the condition. SBBC shall have final determination as to what is deemed "unsafe". If the TOWN does not notify SBBC of such dangerous conditions, and SBBC is not otherwise aware nor should have been aware of same, SBBC shall not be liable to TOWN, its employees, agents or invitees for loss, personal injury or damage. This paragraph shall not create any rights for any third party to sue the TOWN or SBBC, and there shall be no third-party beneficiary.

2.03.4 SBBC-Access to SBBC Licensed Facilities. SBBC and its officers, agents and employees engaged in the operation, maintenance or repair of SBBC Licensed Facilities reserve the right, at any time, to enter upon and have free access to any and all parts of SBBC Licensed Facilities. SBBC shall have the right to observe all operations of TOWN at SBBC Licensed Facilities in order to ensure that the facilities are not subjected to risk of loss. SBBC reserves the right to preclude or interrupt any act or use of equipment by TOWN within the reasonable judgment of the Superintendent or designee of SBBC Licensed Facilities, if it is necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage or loss. SBBC

shall have the right to inspect any and all parts of SBBC Licensed Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises and to enforce the license obligations hereunder.

2.03.5 TOWN Property on SBBC Licensed Facilities. SBBC assumes no responsibility whatsoever for any property placed on the premises by TOWN, its agents, employees, representatives, independent contractors or invitees.

2.03.6 Restrictions on Items Brought onto SBBC Licensed Facilities. TOWN agrees not to bring onto SBBC Licensed Facilities, any material, substances, equipment or objects that are likely to endanger the life or to cause bodily injury to any person or damage to SBBC Licensed Facilities or which are likely to constitute a hazard to property thereon. SBBC shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto SBBC Licensed Facilities and the right to require their immediate removal from the property.

2.03.7 Construction of Improvements. TOWN shall not construct any improvements upon any of SBBC Licensed Facilities during the term of this Agreement without the prior written consent of SBBC. Therefore, the location of any and all recreational improvements (hereafter referred to as "Improvements") to be placed on the Licensed Facilities, shall first be approved in writing by the SBBC, it being intended that SBBC shall have absolute control over the location of any recreational facilities before they are placed on the Licensed Facilities. However, such approval by SBBC shall not be unreasonably withheld. Any Improvements placed on the said Licensed Facilities without the prior written approval of SBBC shall be removed or relocated within ten (10) calendar days of written demand by SBBC. However, the Parties may agree that any unauthorized Improvements should remain and amend this Agreement to include the use and responsibility of those Improvements.

a. The authority to grant this approval regarding the Improvements is hereby delegated by the SBBC to SBBC's Chief Operations & Facilities Officer or designee, and SBBC's Chief Building Official or designee. Subject to the provisions of the foregoing paragraph, the Parties further agree that the TOWN will prepare and submit plans to the SBBC's Chief Operations & Facilities Officer or designee, and SBBC's Chief Building Official or designee for review and approval. Any plans must meet State of Florida Building Code Requirements, Florida Fire Protection Code, and State Requirements for Educational Facilities (hereafter referred to as the "SREF"), as may be applicable, and any other requirements imposed by applicable law. SBBC's Chief Operations & Facilities Officer or designee, and SBBC's Chief Building Official or designee shall have forty-five (45) calendar days from the date of receipt to review and comment on the plans submitted by the TOWN. In the event the SBBC's Chief Operations & Facilities Officer or designee, and SBBC's Chief Building Official or designee fail to provide their review or comments within the forty-five (45) day period, the TOWN's plans shall be deemed approved. All design documents shall be approved by the SBBC's Chief Operations & Facilities Officer or designee, and SBBC's Chief Building Official or designee prior to submission to the Florida Department of Education, if required. The TOWN agrees to obtain all necessary permits, inspections, and approvals to obtain a Certificate of Occupancy from the School District. If necessary, the TOWN also agrees to contract with a contractor for the construction of the Improvements, including the installation of fencing and gates.

b. Before the commencement of the Improvements, the TOWN shall require the engaged contractor to furnish required insurance, surety payment, and performance bonds that guarantee completion of the Improvements, to include full payment for all suppliers, material men, laborers or subcontractors employed to complete the Improvements. The TOWN shall ensure that the contractor shall be required by contract to deliver a copy of said insurance and surety bonds to the TOWN. Such insurance shall remain current throughout the construction of the Improvements. Such bonds shall remain in effect for one (1) year after completion of the Improvements. The TOWN shall ensure that the contractor will cause the correction of any defective or faulty work or materials that appear after the completion of the Improvements, fencing and gates within the warranty period of such work performed.

c. The TOWN shall be solely responsible for all contractual obligations to the contractor engaged to construct the Improvements.

d. If the Improvements desired by the TOWN necessitates the addition of new fencing to ensure that the Licensed Facilities containing the Improvements are properly fenced off and separated from the school campus, the TOWN shall ensure the installation of such fencing at its sole cost. At a minimum, the installed fencing shall have keyed locks with gates, and the height of the new fencing shall be the same as the existing fencing in the Licensed Facilities. Also, the TOWN shall provide the keys to all gates pertaining to the Licensed Facilities to the school's principal.

e. The cost and maintenance of all Improvements made or enabled by the TOWN shall be solely borne by the TOWN.

f. The TOWN shall lock the gates to the Licensed Facilities after each and every use of the Licensed Facilities.

2.03.8 Vacation of SBBC Licensed Facilities. Upon vacation of SBBC Licensed Facilities after each use and occupancy, TOWN shall leave SBBC Licensed Facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of movable personal property brought onto the SBBC's Licensed Facilities by TOWN.

2.03.9 Use of Fixed Kitchen Equipment at SBBC Licensed Facilities.

The principal shall require the use of regular food service workers when fixed kitchen equipment on SBBC Licensed Facilities is used for the preparation of food for banquets, etc., and require the organization to pay the cost of the food service worker(s) involved according to the adopted School Food Services salary schedule, including retirement and other fringe benefits. The food service worker shall assist in the food preparation, serving, and clean up.

2.04 Additional SBBC Licensed Facilities.

2.04.1 Identification of Additional SBBC Licensed Facilities. The TOWN and SBBC agree to continue to work cooperatively to identify additional school athletic fields and educational facilities available for use by the residents of the TOWN of Pembroke Park. The use of additional athletic facilities may be covered by a separate agreement.

2.04.2 Procedure to Request Use of Additional SBBC Licensed Facilities. The following procedure shall be followed whenever the TOWN desires to use any additional SBBC Licensed Facilities

2.04.2.1 The TOWN may submit a Notice of Facility Use form (attached hereto and incorporated herein by reference as Exhibit "C") to the Superintendent of Schools or designee (e.g. school principal) for the use or enjoyment of additional school facilities, outside the TOWN limits, a minimum of thirty (30) calendar days in advance of usage.

2.04.2.2 The Superintendent of Schools or designee shall determine if the requested use conflicts or interferes with any other usage of the proposed additional SBBC Licensed Facility and approve or deny the requested use within fifteen (15) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the TOWN. If there is a conflict and the request is not approved, the TOWN may appeal the denial to SBBC's South Regional Superintendent or designee. The South Regional Superintendent or designee will determine whether to uphold the denial within fifteen (15) calendar days of filing of the appeal, and the decision of the South Regional Superintendent or designee upon such appeal shall be final. In the event of a scheduling conflict, priority will be given first to SBBC functions and second to the municipality in which the proposed school is located.

2.05 Accessibility to TOWN or SBBC Licensed Facilities and Fees for the Facilities.

2.05.1 The TOWN and SBBC (collectively, the "Parties") agree to waive any and all rental fees except for pool usage. TOWN/SBBC agrees to waive any and all energy fees (excluding during use for summer programs). The TOWN or SBBC will reimburse the other party for any costs that TOWN or SBBC incurs only as a result of the use of TOWN or SBBC Licensed Facilities by the TOWN or SBBC. These reimbursable costs shall be limited to custodial costs to address the operational impact of the event, energy assessment costs only during use for summer programs, personnel costs for providing access to the facility during non-operational hours, and personnel costs for security. In such cases when the TOWN or SBBC is permitted unsupervised use of a TOWN or SBBC Licensed Facilities, the TOWN or SBBC will ensure that an agent of the TOWN or SBBC is present during the event to provide appropriate supervision of all activities and that such agent remains on-site until relieved by an authorized TOWN or SBBC employee and/or employee volunteer.

2.05.2 In such cases when the TOWN or SBBC is permitted unsupervised use of a TOWN or SBBC Licensed Facilities, the TOWN or SBBC will ensure that an agent of the TOWN or SBBC is present during the event to provide appropriate supervision of all activities and that such agent remains on-site until relieved by an authorized TOWN or SBBC employee and/or employee volunteer.

2.05.3 The TOWN or SBBC will clean up after every use and will return the Licensed Facilities to its clean, sanitary and free from trash and debris state prior to utilization by the TOWN or SBBC. However, if the TOWN or SBBC does not clean up after every use, then custodial costs will apply. If custodial costs apply, the custodial fee will be \$200.00 for a four (4) hour daily minimum, and \$50.00 each additional hour. If additional TOWN or SBBC personnel are needed for TOWN or SBBC event the cost will be \$50.00 per

hour. Energy costs will only be assessed for TOWN's use of SBBC Licensed Facilities for their summer programs with each energy bill charged to the TOWN being reduced by twenty percent (20%). Therefore, the TOWN shall only pay eighty percent (80%) of the total assessed energy bill at thirty-two dollars per hour (\$32.00).

2.05.4 The TOWN or SBBC will be responsible for consumable items costs for the TOWN or SBBC events with one (1) to thirty (30) people attending a function will pay \$10.00 per day. For 31-100 people expected at a function SBBC or TOWN will pay \$20.00 per day; for 101-200 people expected at a function \$ 30.00 per day; and \$10.00 additional per day for each additional 100 people expected, or part thereafter.

2.05.5 Fees reflected herein may change due to cost escalation (as cited on the fee schedule in SBBC Policy 8020 as of the effective date of this Agreement and both parties will refer to SBBC Policy 8020 for fee increases during the term of this Agreement. If such happens the TOWN or SBBC will communicate in writing such fee increases in a timely manner and such fees will become the effective fees and will be charged.

2.05.6 TOWN or SBBC will ensure the TOWN or SBBC is provided with information regarding 24-hour emergency notification and access protocol at the time of the authorization of unsupervised access to TOWN or SBBC Licensed Facilities to ensure the appropriate emergency procedures and agreed upon special terms and conditions are followed.

2.05.7 All costs that are the responsibility of the TOWN or SBBC shall be paid within 30 days of receipt of an invoice from TOWN or SBBC. There will be no cost charged to the TOWN by SBBC for training programs conducted by the TOWN's law enforcement agency and/or Fire-Rescue Departments when such training is designed to enhance the TOWN's response to incidents at SBBC's schools and facilities.

2.05.8 As cited above, if the TOWN or SBBC does not clean up after every use and return the Licensed Facilities to its clean, sanitary and free from trash and debris state prior to utilization by the TOWN or SBBC, then custodial costs will apply.

2.06 **Additional Services at TOWN or SBBC Licensed Facilities.** The cost for additional services, i.e., security, law enforcement, personnel, etc., for events at TOWN or SBBC Licensed Facilities shall be mutually agreed upon by the parties prior to the scheduled events. Such agreement shall be reduced to writing in the respective Facility Use Form, with services and costs mutually agreed upon by the Superintendent or designee and the Public Service Director or designee.

2.07 **Insurance.** Upon execution of this Reciprocal Use Agreement, each party shall submit to the other, copies of its certificate(s) of insurance or self-insurance evidencing the required coverage.

2.08 **Required Insurance Coverages.** Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28 Florida Statutes, that each party is self-insured for general liability under Florida Statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

2.08.1 Each party shall keep in effect during the full term of the Agreement, self-insurance under a Risk Management Program in accordance with Section 768.28 Florida Statutes, for General and Automobile Liability.

2.08.2 Self-insured worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes, including Employer's Liability limits not less than \$100,000/\$ 100,000/\$500,000 (each accident/disease-each employee/disease- policy limit).

2.08.3 Fire Legal Liability damage to Rented Premises with limits of \$500,000 per occurrence/aggregate as a condition for the reduced limit of insurance. The TOWN is not permitted to utilize stoves, ovens, microwave ovens, hotplates or any devices which have the potential to cause a fire on SBBC Property. SBBC grants permission for the TOWN's vendor to utilize catering warmers during the summer program. The TOWN's vendor will be required to name "The School Board of Broward County, Florida, its officers, employees and agents" as additional insured with respect to liability on behalf of the vendor. The general liability policy will be primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.

2.08.4 Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.

2.08.5 Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

2.08.6 Required conditions; self-insurance and/or liability policies must contain the following provisions. In addition, the following wording in section 2.08.6.1 below must be included in the Certificate of insurance's description of operations:

2.10.6.1 All self-insurance and/or liability policies are primary over all other valid and collectable coverage maintained by The School Board of Broward County, Florida. (Certificate Holder: The School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301).

2.10.7 No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party.

2.09 **Protection of Public Safety.** Each party specifically reserves the right, through its representatives, to eject any person(s) behaving in an objectionable manner from its own facilities or facilities of the other it may be using, and upon the exercise of this authority, each party hereby waives any right and all claims for damages against the other, as a result of the ejection, whether directly or through any of its agents or employees.

2.10 **License not Lease.** This Agreement shall not be deemed to be a lease of any facilities, the use of which is permitted hereunder, but rather a license to use and occupy the respective premises under the terms and conditions stated herein. No leasehold interest in either TOWN Licensed Facilities or SBBC Licensed Facilities is conferred to the using party under the provisions hereof.

2.11 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Facility Planning & Real Estate Department
School Board of Broward County, Florida
600 Southeast Third Avenue - 8th Floor
Fort Lauderdale, Florida 33301

To TOWN: TOWN Manager
TOWN of Pembroke Park
3150 SW 52nd Avenue,
Pembroke Park, Florida 33023

With a Copy to: Public Service Director
Parks Department
3150 SW 52nd Avenue
Pembroke Park, FL 33023

2.12 **Background Screening:** TOWN and SBBC agree to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to TOWN parks and school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of TOWN/school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by TOWN or SBBC in advance of TOWN or SBBC or its personnel providing any services under the conditions described in the previous sentence. TOWN or SBBC shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to TOWN or SBBC and its personnel. The parties agree that the failure of TOWN or SBBC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling TOWN or SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, TOWN or SBBC agrees to indemnify and hold harmless TOWN or SBBC, its officers and employees from any liability in the form of physical or mental injury, death

or property damage resulting in TOWN's/SBBC's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or TOWN of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.13 **Indemnification.** To the extent permitted by law, TOWN and SBBC each agree to indemnify, defend and hold the other, including their officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind or nature whatsoever arising out of or because of the use and occupancy of any facilities licensed hereunder, providing that if such claim, damage, loss, liability or cause of action is due to the joint or concurrent negligence of the indemnitor and the indemnitee, their respective responsibilities hereunder shall be in the same proportion that the negligent acts or omissions of each contributes thereto. This indemnification shall not be limited to the amount of comprehensive general liability insurance that each party is required to provide under this Agreement. Each party reserves the right to select its own counsel in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement. Compliance with the foregoing shall not relieve the indemnitor of any liability or other obligation under this Agreement. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the TOWN or the TOWN's officers, employees, agents, subcontractors or

assignees. No right to TOWN retirement, leave benefits or any other benefits of TOWN employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. TOWN shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for SBBC or SBBC's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

The TOWN shall have no liability for any property left on TOWN's property by any party to this Agreement after the termination of this Agreement. Any party contracting with TOWN under this Agreement agrees that any of its property placed upon TOWN's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon TOWN's facilities after that time shall be deemed to be abandoned, title to such property shall pass to the TOWN, and TOWN may use or dispose of such property as TOWN deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC and TOWN under this Agreement shall be contingent upon an annual budgetary appropriation by their respective governing bodies. If funds are not allocated by either governing body for the payment of services or products to be provided under this Agreement, this Agreement

may be terminated at the end of the period for which funds have been allocated. shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to in the event this provision is exercised and shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, TOWN and SBBC are required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the other party all public records in that party's possession upon termination of its contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to the other party in a format that is compatible with the other party's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior

negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits "A", "B" and "C" attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, the terms of this Agreement shall supersede and prevail over the terms in the Exhibits.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall

not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure. In the event any of the licensed facilities, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon, this Agreement shall be modified to exclude the use of the damaged licensed facility until such time as the owning party, at its discretion, returns the facility to an operable condition.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC and TOWN, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement. Such actions shall include, but not be limited to, the immediate suspension of the use or occupancy of any or all SBBC Licensed Facilities as a result of the anticipation of imminent existence or existence of any of the conditions listed in Article 3.23 - Force Majeure - hereinabove.

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

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IN WITNESS WHEREOF, the parties hereto have each executed this Agreement for reciprocal use of facilities on the dates indicated below.

FOR SBBC

(Corporate Seal)

**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

ATTEST:

By _____
Debra Hixon, Chair

Dr. Howard Hepburn,
Superintendent of Schools

Approved as to form and legal content:

Office of the General Counsel

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FOR TOWN

THE TOWN OF PEMBROKE PARK, FLORIDA,
a municipal corporation of the State of Florida

By: _____
Geoffrey Jacobs, Mayor

ATTEST:

By: _____
Cynthia Garcia-Lima, TOWN Clerk

By: _____
David Lynch, TOWN Manager

(TOWN SEAL)

Approved as to form and correctness

By: _____
Jacob Horowitz, TOWN Attorney

(Remainder of page intentionally left blank)

EXHIBIT "A"
TOWN LICENSED FACILITIES**

**Other TOWN owned facilities within the corporate limits of the TOWN of Pembroke Park may be added by mutual agreement of the Superintendent of Schools (or designee) and the TOWN Manager (or designee) and without formal amendment of this Agreement.

1. Patrick Behan Park
3200 SW 25th Street
Pembroke Park, FL 33063

2. Pembroke Park Preserve
3115 SW 52nd Avenue
Pembroke Park, FL 33023

EXHIBIT "B"
SBBC LICENSED FACILITIES**

** Other SBBC owned facilities within the corporate limits of the TOWN of Pembroke Park may be added by mutual agreement of the Superintendent of Schools (or his/her designee) and the TOWN Manager (or his/her designee) and without formal amendment of this Agreement.

- | | |
|---------------------------------|------------------------------|
| 1. Lake Forest Elementary | 2. Watkins Elementary |
| 3550 SW 48 th Avenue | 3520 SW 52 nd Ave |
| Pembroke Park, FL 33023 | Pembroke Park, FL 33023 |

RESOLUTION NO. 2025-026

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A RECIPROCAL USE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park, Florida (the “Town”), and the School Board of Broward County, Florida (the “School Board”) desire to enter into a Reciprocal Use Agreement to allow for the shared use of designated Town and school facilities; and

WHEREAS, the purpose of the agreement is to enhance the efficient use of public resources and to promote educational, recreational, and community-based programs and services for the benefit of Town residents and students; and

WHEREAS, the Reciprocal Use Agreement outlines the terms and responsibilities under which the Town and the School Board may access and utilize each other's facilities for approved activities and programs; and

WHEREAS, the Town Commission finds that entering into this agreement serves a valid public purpose and is in the best interest of the Town and its residents.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The Town Commission hereby approves the Reciprocal Use Agreement between the Town of Pembroke Park and the School Board of Broward County, Florida, a copy of which is attached hereto as **Exhibit “A”** and made a part hereof.

Section 3. The Town Manager is authorized to execute the agreement and any related documents necessary to implement its terms, and to take all appropriate actions to carry out the intent of this Resolution.

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

Section 5. Should any section, paragraph, sentence, clause or phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 6. This Resolution shall take effect immediately upon passage and adoption.

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PASSED AND ADOPTED this ____ day of August, 2025.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB HOROWITZ
Town Attorney



Agenda Item Report

Subject:	Ratification of Agreements Executed by the Town Manager Pursuant to Temporary Delegated Authority Resolution No. 2025-027 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING CERTAIN AGREEMENTS EXECUTED BY THE TOWN MANAGER PURSUANT TO RESOLUTION NO. 2025-020; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Aug 21 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	At the May 14, 2025, the Town Commission granted the Town Manager temporary authority to execute agreements necessary for the continued operation of the Town during the summer recess. The agreements listed above were executed under that authority. This item is brought forward for formal ratification by the Commission to ensure public record and accountability.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Resolution 2025-027](#)

RESOLUTION NO. 2025-027

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING CERTAIN AGREEMENTS EXECUTED BY THE TOWN MANAGER PURSUANT TO RESOLUTION NO. 2025-020; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 14, 2025, the Town Commission of the Town of Pembroke Park, Florida (“Town”) adopted Resolution No. 2025-020, granting the Town Manager temporary authority to execute agreements necessary for the continued operation of the Town during the Commission’s summer recess; and

WHEREAS, pursuant to the authority granted in Resolution No. 2025-020, the Town Manager executed the agreements described and attached hereto as **Exhibits A through M**; and

WHEREAS, the Town Commission now wishes to formally ratify the execution of said agreements to ensure full transparency, public record, and accountability.

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

Section 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as true and correct and incorporated herein by reference.

Section 2. The Town Commission hereby ratifies and affirms the Town Manager’s execution of the agreements identified in **Exhibits A through M**, each of which is attached hereto and incorporated herein as if fully set forth.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any section, subsection, sentence, clause, or provision of this Resolution is held to be invalid, the remainder of this Resolution shall not be affected.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 21st day of August 2025.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB HOROWITZ
Town Attorney

EXHIBIT A

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this 2nd day of June 2025, by and between:

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

and

PORT CONSOLIDATED, a corporation authorized to do business in the State of Florida, with a principal address of P.O. Box 350430, hereinafter "Contractor," who is authorized to do business in the State of Florida.

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

WHEREAS, the Town desires to enter into this Agreement with Contractor to provide unleaded gasoline and diesel fuel; and

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

WHEREAS, the parties wish to incorporate the terms and conditions of the agreement entered into on or about March 15, 2022, between the Contractor and the City of Pompano Beach (the "Agreement"), attached hereto as **Exhibit "A,"** and incorporated herein; and

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

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

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

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

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

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

- A. The Scope of Services to be performed under this Agreement shall be as set forth in **Exhibit "A,"** except said services shall be performed in and for the Town.
- B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.
- C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in **Exhibit "A."**
- D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.
- E. Contractor shall provide Town with proof of insurance as required by **Exhibit "A"**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor's insurance.
- F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the Town's sole discretion, has been provided to and approved by the Town.
- G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

- H. The term of this Agreement shall commence upon execution by both parties and shall terminate on March 14, 2027, subject to any renewals set forth in the Agreement.

Section 3. In all other respects, the terms and conditions of **Exhibit "A"** are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit "A"** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit "A," this Agreement shall prevail, followed by Exhibit "A."

Section 4. Public Records.

- A. Contractor shall comply with the Florida Public Records Act as follows:
1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.
 2. Upon request by Town's records custodian, provide Town with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

**RELATING TO THIS AGREEMENT, CONTACT THE TOWN
CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY
MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.**

Section 5. E-Verify. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. Definitions for this Section:

1. “*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a contractor or consultant.
2. “*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
3. “*E-Verify system*” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town; and
3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than

Copy to: Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor: Donald R. Carlton, Jr., President
Port Consolidated, Inc.
P.O. Box 350430
Fort Lauderdale, FL 33335

Section 9. Severability. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals
on the dates written below.

TOWN OF PEMBROKE PARK

BY: [Signature]
DAVID LYNCH
Town Manager

APPROVED AS TO LEGAL FORM:

DocuSigned by:
BY: Jacob Horowitz
JACOB U. HOROWITZ
Town Attorney

PORT CONSOLIDATED, INC

BY: [Signature]
Name: Donald Carlton
Title: President

STATE OF Florida)
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take
acknowledgments, by means of ☒ physical presence or ☐ online notarization, on this 2nd day of
June, 2025, as President of Port Consolidated, Inc, and
acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in
it and that the instrument is the act and deed of Donald Carlton, as President of
Port Consolidated, Inc and who is personally known to me or has produced
_____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid
this 2nd day of June, 2025.

[Signature]
NOTARY PUBLIC
Leidy G Rodriguez
Print or Type Name

My Commission Expires: 10/06/2028

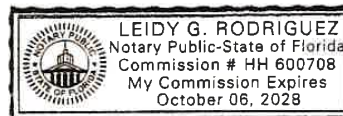


EXHIBIT A

SERVICE CONTRACT No. 1356

THIS AGREEMENT is made and entered into on February 24, 2022, by the City of Pompano Beach ("City") and Port Consolidated, Inc., a ("Contractor").

WHEREAS, City requires the purchase and delivery of unleaded gasoline and diesel fuel, which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth; and

WHEREAS, the City of Pompano Beach is acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, and the City enters into a contract with Port Consolidated, Inc. for the purchase and delivery of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and condition of RFP E-03-22; and

WHEREAS, Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group with the same pricing as the City of Pompano Beach.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – RFP E-03-22; Exhibit "B" – Proposal of Port Consolidated, Inc.; Exhibit "C" – Rate Schedule; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide for the purchase of unleaded gasoline and diesel fuel upon the terms and conditions herein set forth and the Contract Documents.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (RFP E-03-22), attached hereto and by reference incorporated herein and made a part hereof. Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group, as listed in Attachment "B" of RFP E-03-22, ("Participating Agencies"), and as may be added during the period of this Agreement, with the same pricing as the City of Pompano Beach.

4. Term of Contract. This Contract shall be for a term of five years commencing March 15, 2022 and ending March 14, 2027.

5. Renewal. In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional five year term upon the written consent of both City and Contractor provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its products and services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract. City shall be responsible only for payment for products and services provided to City and not for purchases from Contractor by Participating Agencies.

7. Price Formula and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as set forth in the Rate Schedule attached hereto as Exhibit "C" and incorporated herein.

B. Invoices. Contractor shall submit the invoices to City and Participating Agencies for their agency's purchases only, and payments made in the manner provided in Paragraph V.11 of RFP E-03-22. All payments by the City and Participating Agencies, shall be made after the service has been provided.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Robert McCaughan and the Contractor's Contract Administrator shall be (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Contractor: Donald R. Carlton, Jr., President
P.O. Box 350430 Fort Lauderdale,
33335 Office:
Email: (800) 683-5823
dcarlton@portconsolidated.com

If to City: Robert McCaughan, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-4097
Email: Robert.McCaughan@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public, such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized

representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

23. Governing Law. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor. Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. Ordering and Payment. It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the Contractor as a result of this Agreement or purchases made between other agencies. After award of contract to Contractor, the City reserves the right to issue purchase orders in accordance with the terms of this contract.

37. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

DocuSigned by:
Asceleta Hammond
82AB0835850F4A
ASCELETA HAMMOND, CITY CLERK

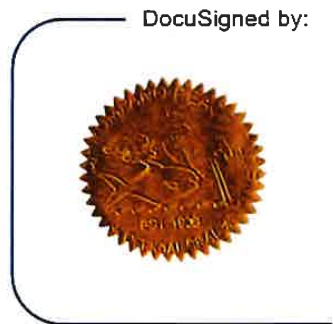
DocuSigned by:
Rex Hardin
502CB760EB3F480
By: _____
REX HARDIN, MAYOR

DocuSigned by:
Gregory P. Harrison
7052A67F15A44CB
By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
B4DD5E1CDA804A1
MARK E. BERMAN, CITY ATTORNEY

(SEAL)



"CONTRACTOR"

Witnesses:

Michael A. Simmons
Michael A. Simmons
(Print or Type Name)

Noel D Hardy
Noel D Hardy
(Print or Type Name)

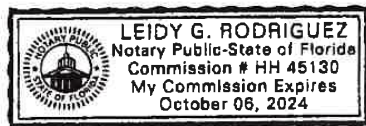
Port Consolidated, Inc.

By: Donald R. Carlton, Jr.
Donald R. Carlton, Jr., President

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 19th day of January, 2022, by Donald R. Carlton, Jr. as President of Port Consolidated, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Leidy G. Rodriguez
NOTARY PUBLIC, STATE OF FLORIDA

Leidy G. Rodriguez
(Name of Acknowledger Typed, Printed or Stamped)

HH 45130
Commission Number

EXHIBIT B

INTERAGENCY INFORMATION SHARING AGREEMENT
FOR VENDOR PERSONNEL SECURITY SCREENING REQUIREMENTS

WHEREAS, The **Broward County Sheriff's Office**, hereafter referred to as Lead Contract Agency (LCA), and **Town of Pembroke Park, Florida**, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, The LCA and the CA are headquartered within the boundaries of the State of Florida;

WHEREAS, both the LCA and CA have entered into Criminal Justice User Agreements (UA) with FDLE and are required to abide by the FBI CJIS [Criminal Justice Information Systems] Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP; and

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida; and

WHEREAS, both the LCA and CA are currently contracting with *vendors listed in Exhibit A*, a private vendor, for services supporting the administration of criminal justice and systems containing CJI; and

WHEREAS, the CSP requires criminal justice agencies to execute the Security Addendum with private vendors who are contracted to provide services with access to criminal history record information in support of the administration of criminal justice; and

WHEREAS, the LCA is willing to share Vendor employee background screening information obtained from state and national fingerprint -based records checks with the CA, in a manner consistent with the requirements of the CSP;

NOW THEREFORE, the parties agree as follows,

1. The LCA will fingerprint and submit the requisite identification information on Vendor employees who require unescorted physical or logical access to CJI. The LCA will use its criminal justice ORI for submitting fingerprints required by the CSP and UA.
2. The LCA will maintain a current and complete list of all Vendor employees who have been authorized access to CJI. Employee information shall include name, date of birth, and, if previously provided, social security number or other unique identification to accurately identify the employee.
3. The LCA shall provide to the CA the list of all Vendor employees who are authorized access to CJI.

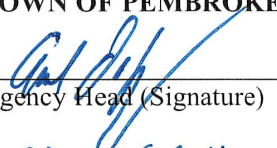
4. When any change occurs to the list of authorized Vendor employees, the LCA shall provide to the CA, **by email**, the corrected or revised list of authorized Vendor employees, and specifically identify any additions, deletions or modifications to the list.
5. The LCA will notify the CA in the event that a Vendor employee, whether seeking or already authorized access to CJI, is denied such access by the FDLE CSO.
6. To properly assess any potentially disqualifying information as it becomes available, every **5 years**, the LCA shall perform a **fingerprint based check by resubmitting vendor fingerprints in FALCON**, to include, but not be limited to, hot files, and state/national criminal history record information searches, on all Vendor employees authorized access to CJI.
7. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by a Vendor employee authorized access to CJI, the LCA shall immediately notify the CA via formal correspondence of the employee activity.
8. The LCA shall immediately notify the CA upon learning of the termination or suspension from employment of a Vendor employee authorized access to CJI.
9. The LCA shall ensure Vendor employees complete the appropriate level of security awareness training as identified in the CSP **for every vendor employee with unescorted physical or logical access to unencrypted CJI**.
10. The LCA shall maintain copies of the Vendor employee signed security addendum **in its entirety, including the Certification page**, and make them available upon request to the CA and/or FDLE **for technical audit review**.
11. The CA shall designate a primary and secondary point of contact within its agency to receive information and updates regarding Vendor employees authorized to access CJI.
12. The LCA shall defer to the FDLE CSO regarding any issues with respect to CJI access eligibility as required by the CSP and the U/A.
13. The LCA shall have formal written guidelines defining the processes associated with implementation of this Agreement.
14. The LCA will forward a copy of this agreement to the FDLE CSO.
15. The CA may terminate this agreement upon thirty **(30)** days written notice to the LCA.
16. The LCA shall provide the CA **(180)** days written notice if LCA chooses to end their lead agency status
17. This Agreement is contingent upon LCA being the operator of the Regional Communications System of Broward County.
18. This Agreement constitutes the entire agreement of the parties and may not be modified or amended except by written amendment signed by authorized representatives of both parties.
19. Both parties acknowledge that the CJI authorized to be shared by this Agreement is subject to restrictions on access and dissemination under federal and state law, and that failure to abide by those restrictions can result in loss of access to CJI.

20. Each party shall be responsible for the negligent acts or omissions of their respective employees related to the subject matter herein in accordance with Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections or immunities provided within Ch. 768.28, Fla. Stat. or under Federal or Florida State laws.
21. The parties agree that this agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form or digital e-signatures are acceptable and shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.

INTERAGENCY INFORMATION SHARING AGREEMENT FOR VENDOR PERSONNEL SECURITY SCREENING REQUIREMENTS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, effective on the date last signed below.

TOWN OF PEMBROKE PARK, FLORIDA



Agency Head (Signature)

Date: 6/2/25

Chief of Police

Name, Title (Print)

BROWARD COUNTY SHERIFF'S OFFICE

By: _____
Colonel John Hale, Executive Director
Department of Professional Standards & Investigations

Date: _____

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

By: _____
Terrence Lynch
General Counsel/Executive Director
Office of the General Counsel

Exhibit A
Vendors and their personnel

- Central Square (Broward County ORCAT – RPSA)
- Insure-A-Temp (Broward County ORCAT – E911)
- Keylight Power & Lighting (Broward County ORCAT – Radio)
- Mobile Communications (Broward County ORCAT – Radio)
- Motorola (Broward County ORCAT – E911 & Radio)
- NICE Systems (Broward County ORCAT – E911)
- Niche Technology (Broward County ORCAT – RPSA)
- Office of Regional Communications & Technology (Broward County ORCAT – This is what ORCAT stands for)
- Priority Dispatch (Broward County ORCAT – RPSA & Consolidated Communications)
- Replay (Broward County ORCAT – Consolidated Communications)
- West Safety Service (Broward County ORCAT – E911)

EXHIBIT C

CRIMINAL JUSTICE INFORMATION SHARING AGREEMENT

WHEREAS, the **Broward Sheriff's Office** (hereafter referred to as BSO), a criminal justice agency recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and the **Town of Pembroke Park, Florida** and its law enforcement agency (hereafter collectively referred to as the Town), a criminal justice agency recognized by the FBI and the FDLE, in Broward County, Florida and

WHEREAS, the BSO maintains an electronic records management system (RMS) for the creation and storage of offense reports, hereafter referred to as Criminal Justice Information (CJI); and

WHEREAS, the Town wishes to routinely receive BSO CJI for the administration of criminal justice;

NOW THEREFORE, the parties agree as follows,

1. The BSO will email the Town reports via CJNET, when requested.
2. The BSO will provide the Town with the records for authorized criminal justice purposes only at no cost to the Town.
3. Both BSO and the Town agrees to abide by all applicable local, state, and federal laws, rules, and regulations, with regards to the use of said electronic systems.
4. Both BSO and the Town agree to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and the BSO, March 22, 2022, a copy of which is attached hereto as Exhibit A , and the most recent FBI CJIS Security Policy, as amended or updated from time to time by the FBI.
5. Both BSO and the Town will disseminate CJI related information and records obtained from each other only for authorized criminal justice purposes.
6. Both BSO and the Town will maintain CJI obtained from each other in a secure place, with controlled access, and will destroy records containing such information in compliance with all applicable federal and state laws.
7. All CJIS data transmitted over any public network segment must be encrypted as required by the FBI CJIS Security Policy, as amended or updated from time to time by the FBI.
8. Notwithstanding the forgoing, each party shall be responsible for the negligent acts or omissions of their respective employees related to the subject matter herein in accordance with Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections or immunities provided within Ch. 768.28, Fla. Stat. or under Federal or Florida State laws
9. Both BSO and the Town will ensure that all of their respective computer devices and computer systems that transmit, receive and/or store CJI employ virus protection software and such software shall be maintained in accordance with the software vendor's published updates; and

will promptly and fully patch Windows and other software present on all such devices, after any necessary testing, upon such patches becoming available.

10. CJI may only be accessed via computers or interface devices owned or operated by the respective parties and/or their contracted entity. Personally owned devices shall not be authorized to access, process, store, or transmit CJI. Vendors under contract with either party may be allowed access provided all requirements of the FBI CJIS Security Addendum are complied with, in addition to the personnel screening requirements as required by the FBI CJIS Security Policy as amended or updated from time to time by the FBI.

11. All policies, procedures and operating instructions contained in the FBI CJIS Security Policy, as amended or updated from time to time by the FBI, are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.

12. Both BSO and the Town will have a written policy for discipline of personnel who access CJI improperly or for unauthorized access, improper disclose information to unauthorized individuals or use of CJI systems in an unauthorized manner, or violation of CJIS rules, regulations or operating procedures and will provide a copy of that policy to each other for each other's records.

13. Both BSO and the Town will provide a point of contact to each other for the purpose of receiving and disseminating, as appropriate, information concerning unauthorized publication or release of CJI for follow-up and disciplinary action as appropriate. Both parties will conduct appropriate follow-up and will notify each other of the outcome of each other's investigations related to violations of this agreement and in accordance with Florida law.

14. Both parties have an obligation to report instances of misuse of CJI and systems containing CJI to the FDLE for follow up of applicable internal investigation and applicable internal discipline in compliance with the FBI CJIS Security Policy as amended or updated from time to time by the FBI.

15. Both BSO and the Town reserves the right to deny access to, or transmission of, CJI or related records to any individual based on valid, articulable concerns for the security and integrity of CJIS and related programs/systems information.

16. This agreement shall remain in effect from the date it is fully executed by the parties for a duration of one (1) year and shall then be renewed each year thereafter, if not otherwise terminated in accordance with the termination rights contained herein.

17. Either party may terminate this agreement upon thirty (30) days written notice, except that the BSO may terminate this agreement immediately and without notice upon finding that the Town has violated the terms of this agreement. This agreement constitutes the entire agreement of the parties and may not be modified as amended without written agreement executed by both parties.

18. This agreement shall supersede any prior agreements by and between the parties concerning the exchange of CJIS by and between the parties.

19. The parties agree that this agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form or digital e-signatures are acceptable and shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.

21. This agreement shall supersede and replace all prior agreements and understandings, oral or written, between the parties regarding the same subject matter contained herein. The four corners of this document reflect the complete and full understanding of each respective party's rights and obligations.

IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.

TOWN OF PEMBROKE PARK, FLORIDA:

By: 
Name: David Lynch
Title: Town Manager

Date: 6/2/25

BROWARD COUNTY SHERIFF'S OFFICE

By: _____
Colonel John Hale
Department of Professional Standards & Investigations

Date: _____

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

By: _____
Terrence Lynch
General Counsel/Executive Director
Office of the General Counsel

CRIMINAL JUSTICE USER AGREEMENT

This Agreement, is entered into between the Florida Department of Law Enforcement (hereinafter referred to as "FDLE"), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the

Broward County Sheriff's Office

with headquarters at

2601 West Broward Blvd., Fort Lauderdale, Florida 33312

with the primary ORI of: FL FL0060000, (hereinafter referred to as the "User").

Whereas, FDLE is authorized by Section 943.0544, Florida Statutes, to operate and regulate the Florida Criminal Justice Network (hereinafter CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies;

Whereas, FDLE is authorized by Sections 943.05 and 943.051, Florida Statutes, to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal or suspected criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), the Federal Bureau of Investigation's (hereinafter FBI) Law Enforcement Enterprise Portal (hereinafter LEEP), the FBI's National Data Exchange (hereinafter N-DEx), FBI's Next Generation Identification (hereinafter NGI), the FBI's National Incident Based Reporting System (hereinafter NIBRS), the FBI's National Instant Criminal Background Check System (hereinafter NICS), and the International Justice and Public Safety Network (hereinafter Nlets), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the transmission of Criminal Justice Information (CJI) to and from agencies in Florida and agencies in the United States, U.S. Territories, Canada, and Interpol;

Whereas, FCIC, LEEP, NCIC, III, N-DEx, NGI, NICS, NIBRS and Nlets are together (or collectively) considered CJI Systems;

Whereas, the FDLE Criminal Justice Information Services Director is recognized as the FBI CJIS Systems Officer (CSO) for the State of Florida, responsible for administering and ensuring statewide compliance with the FBI CJIS Security Policy (CSP);

Whereas, the Florida CSO and FBI has recognized the User as a Criminal Justice Agency by the issuance of a Criminal Justice ORI;

Whereas, the User is authorized access to CJI as a Criminal Justice Agency;

Whereas, the User may require access to intrastate, interstate and national CJI systems provided by FDLE in order to effectively discharge the administration of criminal justice;

Whereas, FDLE facilitates local law enforcement and other criminal justice agencies' requests to participate in the CJI services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems; and further provided FDLE retains full control over the management and operation of CJNet and FCIC;

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and the User do hereby agree as follows:

This User Agreement, together with applicable portions of the CJIS Agency User Agreement Requirements Document (Requirements Document) attached to and made a part of this Agreement by reference, is designed for criminal justice agencies within Florida that have either direct or indirect access to Criminal Justice Information and Systems. Unless the context requires differentiation for clarity, the two documents combined will be referred to as "the (or this) Agreement." If the User does not perform a specific function, the provisions regarding that function will not apply to the User.

The following "Legal and Policy Requirements" are incorporated by reference and made part of this Agreement, and may be provided upon request:

1. Sections 943.045-943.056, Florida Statutes
2. Chapter 11C-4, Florida Administrative Code
3. 28 C.F.R. Part 20
4. FBI CJIS Security Policy
5. FCIC Operations Manual
6. NCIC Operations Manual
7. FDLE CJIS Memoranda
8. FDLE Guidelines for CJIS Access

SECTION I FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure authorized access to the criminal justice information services provided via CJI Systems and to:

1. Serve as the CSA for the State of Florida and provide the User with authorized access to CJI as is available in the CJI Systems, and to serve as the means of exchanging CJI between the User and other criminal justice agencies via CJI Systems.

2. Provide the opportunity for CJIS certification/re-certification and CJIS Security Awareness training.
3. Provide the User with information concerning privacy and security requirements imposed by state and federal policies, laws, rules and regulations. All referenced policies, operating procedures, operating instructions, operating manuals and technical memoranda may be found on the CJNet CJIS Resource Center web page.
4. Act as the central state repository for Criminal History Record Information (CHRI) provided identification, record keeping, and exchange of CHRI services.
5. Facilitate access, using CJNet, to other CJI Systems that the User may be authorized to access.

SECTION II USER REQUIREMENTS

To ensure continued access as set forth above, the User agrees to comply with the disposition reporting provisions of Section 943.052, F.S., the CJI dissemination recordkeeping requirements in Section 943.055(1), F.S., and to implement and adhere to all applicable provisions of the CJIS Security Policy including, but not limited to, the following:

1. Record Quality – The User shall be responsible to establish appropriate and reasonable quality assurance procedures, e.g., hit confirmation, audits for record timeliness, and validation, must be in place to ensure that only complete, accurate, and valid information is maintained in CJI Systems.
2. Security – The User shall be responsible for appropriate security measures as applicable to physical security of areas identified as physically secure locations, network communication lines; personnel security to include background screening requirements; technical security to protect against unauthorized use; information security to include III use, dissemination, and logging; and security of CHRI. Additionally, the User must establish an information security structure that establishes a Local Agency Security Officer (LASO) and complies with the CSP. The User shall also be responsible for computer security incident reporting as required by the CSP.

3. Audit – The User shall be responsible for complying with all audit requirements for use of FDLE and FBI CJI Systems to include but not be limited to FCIC/NCIC Record Audits, CSP Technical Audits, and N-DExAudits.
4. Training – The User shall be responsible for adhering to FDLE mandated training certifications, including compliance with FCIC operator certification/re-certification mandates.
5. Integrity of CJI – The User shall be responsible for maintaining the integrity of Criminal Justice Information and Systems to ensure only authorized physical access; authorized logical access; only authorized transaction submission; and proper handling and dissemination of CJI.

SECTION III ADDITIONAL SERVICES & REQUIREMENTS

1. FDLE provides additional CJI services to authorized Users on a requested basis. Participation in these services is voluntary, apart from access to other CJI Systems. By initialing next to the listing of the appropriate service below, the User acknowledges intent to access and use these services, and to adhere to the provisions for the service(s) detailed in the FDLE CJIS User Agreement Requirements Document found here, [Requirements Document](#).

	Yes	No	User Initial	CSO Initial
N-DEx (via FDLE CJIS)	☒	☐	<u>gt</u> Gt	<u>RS</u> RS
Red Light Camera Program	☐	☒	<u>gt</u> Gt	<u>RS</u> RS
License Plate Reader Program	☒	☐	<u>gt</u> Gt	<u>RS</u> RS
Critical Infrastructure Program	☐	☒	<u>gt</u> Gt	<u>RS</u> RS
Registered Livescan Submitter	☒	☐	<u>gt</u> Gt	<u>RS</u> RS
FCIC VPF TVPP/BTAM	☐	☒	<u>gt</u> Gt	<u>RS</u> RS
Florida Arrest Affidavit Application	☒	☐	<u>gt</u> Gt	<u>RS</u> RS
Statewide Record Mgmt. System	☐	☒	<u>gt</u> Gt	<u>RS</u> RS
 Cloud Computing Lead Agency Agreement with FDLE				
Microsoft Azure	☒	☐	<u>gt</u> Gt	<u>RS</u> RS
Microsoft Office 365	☐	☒	<u>gt</u> Gt	<u>RS</u> RS
Microsoft Dynamics	☐	☒	<u>gt</u> Gt	<u>RS</u> RS
Amazon Web Services GovCloud	☒	☐	<u>gt</u> Gt	<u>RS</u> RS

2. As lead agency for Microsoft and AWS cloud computing services, FDLE agrees to maintain a list of vendor employees who have been successfully vetted, completed the appropriate level of security awareness training, and signed the security addendum certification page thereby fulfilling the background check obligations for unescorted logical or physical access to unencrypted CJI.

Users participating in cloud services shall execute appropriate agreements with third party vendors or directly with cloud providers which shall specify responsibility for meeting security requirements. Ultimately, the responsibility for compliance remains with the User.

3. The CSP requires criminal justice agency oversight of contracts between the criminal justice agency and a noncriminal justice governmental entity or private vendor contracted to perform services for the administration of criminal justice as authorized in Title 28 CFR Part 20 Section 20.33. A criminal justice agency performing this oversight function is required to complete certain duties. By initialing and dating adjacent to the name of the entity performing these services for a noncriminal justice agency or private vendor, as applicable, the User acknowledges its role in performing oversight for the entity, and adherence to the provisions detailed in the Requirements Document.

Entity Name Office of Regional Communications and Technology

Noncriminal justice ORI _____ N/A N/A Initial gt

4. The User is required to appoint CJIS Agency Coordinator (CAC) to act as the central point of contact regarding all communications between FDLE CJIS and the User. The CAC shall have User authority to ensure that all agency identified personnel, including those with decision making authority, are made aware and able to participate in all FDLE CJIS discussions that may lead to User business and policy changes. The CAC shall have the authority to appoint other User personnel to serve in other designated CJIS positions and sign the agency contact form.

CJIS Agency Coordinator (CAC)

Name Isis Crespo Email isis_crespo@sheriff.org
Phone 954-321-4626 Cell Phone 786-295-6642

SECTION IV MISCELLANEOUS REQUIREMENTS

1. Legal and Policy Requirements - FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate users of its criminal history record services be bound by and adhere to the Legal and Policy Requirements which this agreement incorporates.
2. Penalties and Liabilities - Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed \$11,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.
3. Termination - Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or ask to modify the Agreement accordingly.
4. Termination of Services - FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Agreement or any pertinent federal or state law, policy, regulation or rule.

NOTICE MANDATED BY SECTION 943.0525, F.S:

Failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of services.

5. Modifications - Modifications to the provisions in this Agreement shall be valid only through execution of a formal written amendment.
6. Accountability - To the extent provided by the laws of Florida, and without waiving any defenses or immunities to which the User may be entitled, the User agrees to be responsible for the acts or omissions of its personnel arising out of or involving any information contained in, received from, or entered into or through CJI Systems.

7. Acknowledgement of Duties and Responsibilities - The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that these duties and responsibilities have been developed and approved by FDLE to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of CJI Systems. The User further acknowledges that failure to comply with these duties and responsibilities may subject its access to various sanctions as approved by the FBI Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User. The User may appeal these sanctions through the CSA.
8. Term of Agreement - Unless terminated sooner under Section IV. 3. or 4. above, this Agreement will remain in force until it is determined by FDLE that a new agreement is required. The User should initiate the execution of a new agreement when a change of agency chief executive or official occurs.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

NAME OF THE USER AGENCY Broward Sheriff's Office

USER CRIMINAL JUSTICE CHIEF EXECUTIVE or OFFICIAL

BY Gregory tony **TITLE** Sheriff

gregory tony
gregory tony (Mar 21, 2022 15:36 EDT)

(SIGNATURE)

DATE Mar 21, 2022

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY Robin Sparkman **TITLE** FBI CJIS Systems Officer
(CSO) for the State of Florida

Robin Sparkman

(SIGNATURE)

DATE Mar 22, 2022

ID&T Review SM
SM

Signature: Isis Crespo
Isis Crespo (Mar 3, 2022 16:22 EST)

Email: isis_crespo@sheriff.org

Signature: Susie Murphy
Susie Murphy (Mar 22, 2022 08:13 EDT)

Email: susiemurphy@fdle.state.fl.us

EXHIBIT D



9841 N.W. 117th Way • Medley, Florida 33178

Tel: (305)888-0059 • Fax: (305)888-2090

Dear **Valued Customer**:

All Power Generators Corp. is involved in service of **Emergency Generator** systems. Our technicians are **highly trained** and have experience that average **OVER 24 YEARS**.

Following, you will find information that describes the **Preventive Maintenance Program** we have to offer for your Stand-by Power Generator.

Our **Preventive Maintenance Plan** is a program of inspections which will be performed by highly trained technicians. This program is designed to provide a sense of security and minimize the likelihood of failure or malfunction. During each inspection we will provide the owner with a fully detailed written report of his/her equipment. Early detection helps identify small problems before they become major repair costs.

The enclosed contract contains a checklist for our program, as well as pricing per generator. We are experienced in servicing and repairing any and all makes and models of generators, so you can be assured that we will provide the most competent and professional service. You can choose the amount of visits per year. We recommend four (4) visits. You also have the power to terminate the contract at any time with a 30-day written notice.

Other services that All Power Generators has to offer:

- Load bank testing
- Megger testing
- Fuel polishing
- Fuel delivery
- Upgrades

. Please feel free to contact us with any questions or concerns at (305) 888-0059 Monday – Friday 8:00 AM to 5:00 PM.

Sincerely,

Ana Mejia, Ext. 225
Service Manager
All Power Generators Corp.

PREVENTIVE MAINTENANCE AGREEMENT

ALL POWER GENERATORS CORP. Preventive Maintenance Plan is a program of inspections which will be performed by a certified and trained technician. This plan is designed to enhance the performance and reliability of your stand-by or prime power generator system. This is not a guarantee against equipment malfunction or failure, expressed or implied. **ALL POWER GENERATORS CORP.** offers service in the event of malfunction or failure, but assumes no liability for the failure or consequential damages that may result. This Maintenance agreement is designed to perform necessary Preventive Maintenance services and therefore minimize the likelihood of failure or malfunction, while providing the owner with a fully detailed inspection report of his/her equipment. It is the owner's responsibility to approve **ALL POWER GENERATORS CORP.** recommendations for repairs. These recommendations will be listed in the inspection report.

ALL POWER GENERATORS CORP. will perform visits on the contracted equipment in accordance with the attached schedule. The visits will differ only that one visit will also include a complete oil change; oil filter, air filter, and fuel filter change.

The owner agrees that **ALL POWER GENERATORS CORP.** invoices for services performed are net 30 days and will be honored as per such terms.

The owner acknowledges that **ALL POWER GENERATORS CORP.** is not a guarantor of the operability of owner's equipment. The owner also agrees that **ALL POWER GENERATORS CORP.** shall not be responsible to owner for damages for any claim of any kind whatsoever as a result of the failure of a generator serviced by **ALL POWER GENERATORS CORP.** to operate, or any associated claim for which owner must hold **ALL POWER GENERATORS CORP.** harmless. The owner's sole remedy shall be limited to the return of any funds paid under the terms of this agreement.

OWNER NAME: TOWN OF PEMBROKE PARK

ADDRESS: 3150 SW 52ND AVE.

CITY: PEMBROKE PARK STATE: FL. ZIP CODE: 33023

TELEPHONE #: _____ FAX #: _____

JOB NAME: SAME

JOB LOCATION: SAME

CONTACT NAME: MISAEEL TEL. #: 954-450-5903

PREVENTIVE MAINTENANCE AGREEMENT

INFORMATION: 9 UNITS – QUOTES #18290 - 18298

MANUFACTURER: _____ MODEL: _____

SERIAL #: _____ SPEC: _____ HR: _____

ENGINE MANUFACTURER: _____ MODEL: _____

SERIAL #: _____ SPEC: _____

TERMS AND PRICING SCHEDULE:

<u>KW SIZE</u>		<u>NUMBER OF VISITS / YEAR</u>	<u>ANNUALLY</u>
25 KW to 450 KW	\$175.00 / Visit	36	\$6,300.00
OIL CHANGES	450.00/Visit	8	3,600.00
OIL CHANGE	750.00	1	750.00

- We recommend a minimum of four (4) visits per year, with one (1) annual oil change.
Sales tax is applicable.
- Visits will be performed during normal working hours
Monday thru Friday from 8:00 AM – 5:00 PM
- Additional work required and authorized to be done at the time of inspection will be invoiced at our published rates on parts and labor.
- The term of this agreement shall be for a period of one (1) year commencing June 16, 2025 and ending June 16, 2026.
Therefore this agreement shall be automatically renewed unless terminated by either party upon written notice given to the non-terminating party.
- This agreement may be terminated by either party upon thirty (30) days notice to the non-terminating party.

AUTHORIZED

BY: David Lynch Town DATE: 6/14/25
Name and Title Manager

ACCEPTED

BY: [Signature] DATE: 6/18/25
ALL POWER GENERATORS CORP.

ANA MEJIA

PREVENTIVE MAINTENANCE CHECKLIST

LUBRICATING SYSTEM

	CHECK LUBE OIL LEVEL
	CHECK CONDITION OF LUBE OIL HOSES & CONNECTIONS
	CHECK FOR OIL LEAKS

FUEL SYSTEM

	CHECK GOVERNOR OIL LEVEL
	CHECK CONDITION OF FUEL HOSES & CONNECTIONS
	CHECK OPERATION OF DAY TANK AND TRANSFER PUMP
	CHECK FUEL LINKAGE AND THROTTLE
	CHECK FUEL STORAGE TANK LEVEL

FUEL MONITORING PROGRAM

	VISUALLY INSPECT SUROUNDING AREAS FOR GROUND CONTAMINATION
	INSPECT & RECORD FUEL LEVELS

COOLING SYSTEM

	CHECK COOLANT LEVEL
	CHECK REMOTE PUMPS AND MOTORS
	CHECK ALL BELT ADJUSTMENTS
	CHECK CONDITION OF WATER HOSES
	CHECK FOR LEAKAGE
	CHECK WATER FILTER AND DCA LEVEL
	INSPECT JACKED WATER HEATER
	CHECK FAN & RADIATOR FOR PHYSICAL DAMAGE, OBSTRUCTION AND LEAKS

AIR SYSTEM

	CHECK AIR CLEANER
	CHECK AIR HOSES AND CONNECTIONS

EXHAUST SYSTEM

	CHECK EXHAUST
	CHECK DRAIN MUFFLER
	CHECK LOUVERS AND DAMPERS

ELECTRICAL SYSTEM

	TEST BATTERY; CLEAN TERMINALS
	CHECK BATTERY FLUID LEVEL; CORRECT IF NECESSARY

	CHECK BATTERY SPECIFIC GRAVITY
	RECORD RATE A V
	CHECK BATTERY CONNECTIONS; CLEAN & TIGHTEN IF NECESSARY
	CHECK CIRCUIT BREAKERS
	CHECK / TEST VOLTAGE REGULATOR
	CHECK EXCITER
	CHECK ELECTRICAL CONNECTIONS
	TEST AUTO –START/STOP SYSTEM
	CHECK GENERATOR CONTROL PANEL
	INSPECT GOVERNOR AND LINKAGE
	CHECK ELECTRICAL METER
	TEST FAULT LAMPS
	CHECK SWITCHBOARD RELAYS
	CHECK VISUAL AND AUDIBLE ALARMS
	INSPECT ISOLATORS
	CHECK ENGINE ROOM VENTILATION
	CHECK REMOTE ELECTRICAL EQUIPMENT

ENGINE SAFETY CONTROLS

	TEST OVERSPEED SAFETIES
	TEST OIL PRESSURE SAFETIES
	CHECK ENGINE GAUGES
	TEST SHUNT TRIP UNIT

ENGINE TEST – NO LOAD

	START ENGINE; CHECK OPERATION
	ADJUST RPM IF NECESSARY
	OBSERVE OIL PRESSURE AND RECORD
	WATER TEMPERATURE

GENERATOR SETS

	CHECK OPERATION OF TRANSFER SWITCH
	ADJUST VOLTAGE REGULATOR, IF NECESSARY
	ADJUST FREQUENCY TO 60 Hz

Addendum to Terms and Conditions

The following shall be included as part of the Law Enforcement Agreement (the "Proposal") between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023 ("Town") and **All Power Generators Corp.**, with offices at 9841 Northwest 117th Way, Medley, FL 33178 ("APG"). In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

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

2. **Governing Law and Venue**

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

3. **Sovereign Immunity**

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

4. **Termination.**

Notwithstanding anything contained in the Proposal or herein to the contrary, the Town may terminate this Agreement for convenience by providing APG with no less than thirty (30) days of its intention to termination. In the event of a termination pursuant to this section, APG shall be entitled to compensation for all services rendered through the date of such termination.

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

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

6. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that APG is an independent contractor under this Agreement and not the Town's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State

unemployment insurance law. APG shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of APG. APG agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the APG Products and Services; however, the APG Products and Services are provided "AS IS" and as available. This Agreement shall not be construed as creating any joint employment relationship between APG and the Town and the Town will not be liable for any obligation incurred by APG, including but not limited to unpaid minimum wages and/or overtime premiums.

7. **Binding Authority**

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

8. **Assignments; Amendments**

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

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

9. **Public Records**

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

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

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

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

9.1.4 Upon completion of the Agreement, APG shall ensure the transfer to the Town, at no cost to the Town, all public records in APG's possession. All records stored electronically by APG must be provided to the Town, upon request from the Town's custodian of public records, in a format that is

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compatible with the information technology systems of the Town.

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

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

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

10. Notice

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

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

APG: All Power Generators Corp.
Attn: Ana Mejia
9841 Northwest 117th Way
Medley, FL 33178
Telephone No. (305) 888-0059

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11. **Attorneys' Fees**

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

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

13. **Scrutinized Companies**

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

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

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

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

13.2.2 Is engaged in business operations in Syria.

14. **E-Verify**

APG certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

14.1 Definitions for this Section:

14.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a CFA or consultant.

14.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

14.1.3 "E-Verify system" means an Internet-based system operated by the United States

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Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

14.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

14.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

14.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE TO FOLLOW

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

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:


CYNTHIA GARCIA-LIMA,
TOWN CLERK

BY:


DAVID LYNCH
TOWN MANAGER

APPROVED AS TO FORM.

DocuSigned by:



JACOB G. HOROWITZ
TOWN ATTORNEY



ALL POWER GENERATORS CORP.:

Signed By:

Print Name:

Title:


Michelle Feliciano
Service Administrator

EXHIBIT E

**STATE LOBBYING SERVICES
AGREEMENT**

THIS AGREEMENT is entered into this 2nd day of June 2025, by and between the Town of Pembroke Park, a Florida municipal corporation ("Town") and Jordan Connors Group, Inc. ("JCG"), whose address is 701 Stanley Drive, Fernandina Beach, FL, 32034.

WHEREAS, Town desires to retain JCG to render certain lobbying services, as described herein; and WHEREAS, JCG represents that JCG is qualified, willing and able to provide the described services according to the terms of this Agreement; it is therefore agreed that:

1. **SCOPE OF AGREEMENT.** The purpose of this Agreement is for JCG to provide a supporting role in state lobbying services to the Town and to represent the Town in Tallahassee, Florida, with the Legislature, Governor and Executive Branch. JCG shall work closely with the Town Manager, Deputy Town Manager and the Town's lobbying team in the development and ongoing implementation of the programs and initiatives outlined above and shall provide, at a minimum, the following services:

- A. Meet with Town staff as needed to assist in the development of the City's state legislative budget requests.
- B. Develop and deploy strategies to advocate and secure state funding for Town's budget priorities. Secure Senate and House sponsors for all budget requests, if needed.
- C. Monitor the State budget process and report to the Town, both orally and in writing, any legislative events that may directly or indirectly impact the Town.
- D. Provide the Town with budget updates.
- E. Advocate the Town's Legislative agenda to the Florida Legislature.
- F. Coordinate lobbying efforts with the Town's lobbying team.

2. **COMMENCEMENT AND TERM.** The term of this Agreement shall be from June 1, 2025, to May 31, 2026.

3. **PAYMENTS TO JCG.** The Town shall pay JCG \$54,000, to be billed in 12 monthly installments in the amount of \$4,500 beginning June 1, 2025. JCG will send an invoice on the first day of each month for the current's month's services and payment is due by

the end of each month. All payments should be remitted to 701 Stanley Drive,
Fernandina Beach, FL 32034. Direct deposit payments would be accepted if available.

4. LOBBYIST REGISTRATION REQUIREMENTS. The Town agrees to complete any forms necessary to comply with lobbyist registration requirements under Florida law that may arise as a result of JCG's representation of the Town during the term of this Agreement or after its termination should reporting periods overlap.

5. TERMINATION. Either party may terminate this Agreement without regard to cause with thirty days written notice.

6. CONSTRUCTION. This Agreement shall be governed by the laws, rules and regulations of the State of Florida.

7. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing contained in this Agreement shall be deemed or construed to the relationship between the parties of principal and agent, or of partnership or joint venture, or of employer and employee; it being expressly agreed that the relationship of JCG to the Town is that of an independent contractor. Jordan Connors Group, Inc. neither promises nor warrants any particular outcome or result in this matter. The parties agree to comply with all ordinances and rules relating to lobbying governmental officials and neither party shall do anything in any way which constitutes a violation of law to influence the actions of public officials or others concerned with the administration of public affairs.

This letter, which incorporates the attached EXHIBIT A, ADDENDUM TO TERMS AND CONDITIONS, constitutes the entire agreement between the Town of Pembroke Park and Jordan Connors Group, Inc and can be modified only by written agreement signed by both parties.

Jordan Connors Group, Inc.
M. Jordan Connors
President/CEO

Approved and agreed to on this ____ day of _____ 2025.

By: David Lynch
Title: Town Manager

Signature:

A handwritten signature in blue ink, appearing to read 'D. Lynch', is written over a horizontal line.

EXHIBIT A

Addendum to Terms and Conditions

The following shall be included as part of the State Lobbying Services Agreement (the "Agreement") between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Pines, FL 33023 ("Town") and Jordan Connors Group, Inc. ("JCG"), whose address is 701 Stanley Drive, Fernandina Beach, FL, 32034. In the event of any conflict between the language in the Agreement and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

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

2. **Governing Law and Venue**

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

3. **Sovereign Immunity**

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

4. **Termination.**

Notwithstanding anything contained in the Agreement or herein to the contrary, the Town may terminate this Agreement for convenience by providing JCG with no less than thirty (30) days of its intention to termination. In the event of a termination pursuant to this section, JCG shall be entitled to compensation for all services rendered through the date of such termination.

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

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

6. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that JCG is an independent contractor under this Agreement and not the Town's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State

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unemployment insurance law. JCG shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of JCG. JCG agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the JCG Products and Services; however, the JCG Products and Services are provided "AS IS" and as available. This Agreement shall not be construed as creating any joint employment relationship between JCG and the Town and the Town will not be liable for any obligation incurred by JCG, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Binding Authority

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

8. Assignments; Amendments

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

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

9. Public Records

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

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

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

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

9.1.4 Upon completion of the Agreement, JCG shall ensure the transfer to the Town, at no cost to the Town, all public records in JCG's possession. All records stored electronically by JCG must be provided to the Town, upon request from the Town's custodian of public records, in a format that is

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compatible with the information technology systems of the Town.

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

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

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

10. **Notice**

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

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

JCG: Jordan Connors Group, Inc.
Attn: Jordan Connors
701 Stanley Drive
Fernandina Beach, FL, 32034
Email: jordanconnorsfl@gmail.com

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11. **Attorneys' Fees**

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

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

13. **Scrutinized Companies**

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

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

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

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

13.2.2 Is engaged in business operations in Syria.

14. **E-Verify**

JCG certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

14.1 Definitions for this Section:

14.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a JCG or consultant.

14.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

14.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically

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verify the employment eligibility of newly hired employees.

14.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

14.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

14.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE TO FOLLOW

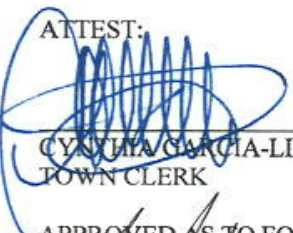
[0062813].1 3399-0000000]

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

TOWN:

TOWN OF PEMBROKE PARK

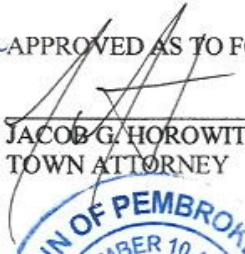
ATTEST:

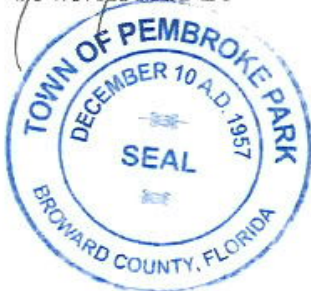

CYNTHIA GARCIA-LIMA,
TOWN CLERK

BY:


DAVID LYNCH
TOWN MANAGER

APPROVED AS TO FORM.


JACOB G. HOROWITZ
TOWN ATTORNEY



JORDAN CONNORS GROUP, INC.

Signed By:

Print Name: M. Jordan Connors

Title: President / CEO

{00628131.1 3399-000000 }

EXHIBIT F

SECOND AMENDMENT TO AGREEMENT FOR
CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

THIS SECOND AMENDMENT ("Amendment"), dated this 10th day of June 2025, *nunc pro tunc* to the 31 day of May 2025, by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Municipality"),

and

KEITH AND ASSOCIATES, INC. a corporation authorized to do business in the State of Florida, located at 8201 Peters Road, Suite 2200, Plantation, FL 33324, hereinafter "Contractor."

Municipality and Contractor may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on May 31, 2022, the Parties entered into an agreement wherein Contractor agreed to provide Municipality with continuing civil engineering consulting services (the "Original Agreement"); and

WHEREAS, on July 12, 2023, the Parties entered into the First Amendment to the Original Agreement to provide for compliance with Broward County requirements to utilize the agreement for projects involving county surtax funding; and

WHEREAS, the Original Agreement expires on May 31, 2025; and, in accordance with RFQ #22-03 (the "RFQ"), the Parties seek to implement the first renewal term; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement, as amended, shall remain in full force of effect; and

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

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

SECTION 2. The Parties hereby agree to extend the Original Agreement for the first renewal term provided for in the RFQ. This first renewal term shall commence on June 1, 2025 and shall expire on May 31, 2026.

SECTION 3. Employment Eligibility. Contractor certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

“Contractor” means a person or an entity that has entered or is attempting to enter into a contract with a public agency to provide labor, supplies, or services to such agency in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or Contractor.

“Subcontractor” means a person or an entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security which allows participating employers to electronically verify the employment eligibility of new employees.

Registration Requirement; Termination. Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

All persons (including subvendors/subContractors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not

be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

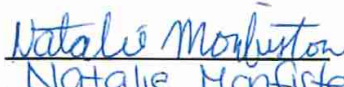
SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, the First Amendment, and this Second Amendment, the Parties agree the terms and provisions contained in this Second Amendment shall control to the extent of any such conflict or ambiguity, followed by the First Amendment. Except as otherwise amended herein, the Original Agreement shall remain in full force and effect.

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

Witnesses:

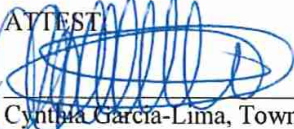


Christine Portala
(witness print name)



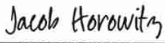
Natalie Monfiston
(witness print name)

ATTEST



Cynthia Garcia-Lima, Town Clerk

Approved as to legal form by:

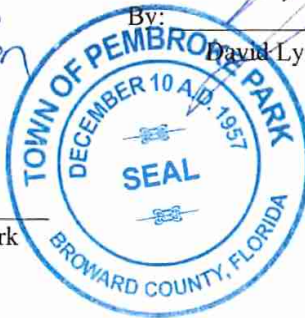


Jacob G. Horowitz, Town Attorney

DocuSigned by:

By: _____
E71F54705D68433...
Geoffrey Jacobs, Mayor

By: _____
David Lynch, Town Manager



Witnesses:
Angel Guzman
Crystal Morvant
(witness print name)
Angel Guzman
Crystal Morvant
(witness print name)
(CORPORATE SEAL)
STATE OF FLORIDA
COUNTY OF Broward



Contractor
Keith and Associates, Inc.
By: [Signature]
Name: Alex Lazowick
Title: President/CEO

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or
☐ online notarization, this 25th day of June 2025, by Alex Lazowick of
KEITH and Associates, Inc., a State of Florida corporation, on behalf of the corporation.

[Signature]

NOTARY PUBLIC



SHEKINAH WEBER
Notary Public
State of Florida
Comm# HH4338288
Expires 12/5/2026

☒ Personally Known OR
☐ Produced Identification

Type of Identification Produced

EXHIBIT G

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this 4th day of June 2025, by and between:

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

and

DANA SAFETY SUPPLY, INC., a corporation authorized to do business in the State of Florida, with a principal address of 1855 Cassat Avenue, unit 11 hereinafter "Contractor," who is authorized to do business in the State of Florida.

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

WHEREAS, the Town desires to enter into this Agreement with Contractor to provide police vehicle safety equipment; and

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

WHEREAS, the parties wish to incorporate the terms and conditions of the agreement entered into on or about July 12, 2019, as amended by the contract extension, dated June 18, 2024, between the Contractor and the Bradford County Sheriff's Office (the "Agreement"), attached hereto as **Exhibit "A,"** and incorporated herein; and

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

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

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

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

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

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

- A. The Scope of Services to be performed under this Agreement shall be as set forth in **Exhibit "A,"** except said services shall be performed in and for the Town.
- B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.
- C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in **Exhibit "A."**
- D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.
- E. Contractor shall provide Town with proof of insurance as required by **Exhibit "A"**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor's insurance.
- F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and appropriate

evidence thereof, in the Town's sole discretion, has been provided to and approved by the Town.

G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

H. The term of this Agreement shall commence upon execution by both parties and shall terminate on March 31, 2029, subject to any renewals set forth in the Agreement.

Section 3. In all other respects, the terms and conditions of **Exhibit "A"** are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit "A"** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit "A," this Agreement shall prevail, followed by Exhibit "A."

Section 4. Public Records.

A. Contractor shall comply with the Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.
2. Upon request by Town's records custodian, provide Town with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

Section 5. E-Verify. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. Definitions for this Section:

1. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a contractor or consultant.
2. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
3. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and
3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work

authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 6. Scrutinized Companies.

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town: Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
dlynch@tppl.gov

Copy to: Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor: Sidney Wells, Regional GM
Dana Safety Supply, Inc.
1855 Cassat Avenue, Unit
Jacksonville, Florida 32210

Section 9. Severability. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals
on the dates written below.

TOWN OF PEMBROKE PARK

BY: DAVID LYNCH
Town Manager

APPROVED AS TO LEGAL FORM:

DocuSigned by:
BY: Jacob Horowitz
JACOB G. HOROWITZ
Town Attorney

DANA SAFETY SUPPLY, INC

BY: [Signature]
Name: Shirley Wells
Title: Regional General Manager

STATE OF Florida)
COUNTY OF Alachua)

BEFORE ME, an officer duly authorized by law to administer oaths and take
acknowledgments, by means of ☒ physical presence or ☐ online notarization, on this 4 day of
June, 2025, as RGM of Dana Safety Supply Inc. and
acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in
it and that the instrument is the act and deed of Dana Safety Supply RGM of
Valda FLA as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid
this 4 day of June, 2025.

James Highsmith
NOTARY PUBLIC
James Highsmith
Print or Type Name

My Commission Expires:
Sep 16 2025

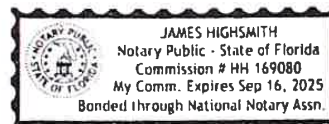


EXHIBIT A



September 6, 2023

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Contract No. BCSO2019-01

To whom it may concern,

The Bradford County Sheriff's Office agrees to allow any local or state government entity the ability to "Piggyback" off the above stated contract. Additional information regarding this can be found in Section 10 of said contract. If you have any questions or if I can be of any assistance, please contact me directly.

Thanks,

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

CONTRACT
No. BCSO2019-01

THIS CONTRACT is executed this 12 day of July, 2019, by and between COUNTY OF BRADFORD, STARKE, FLORIDA, hereinafter called the "County" and DANA SAFETY SUPPLY, INC. hereinafter called the "Contractor",

WITNESSETH:

WHEREAS, the County issued RFP No. BCSO2019-01 (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment ("Vehicle Accessories") and other equipment not related to vehicles ("non-Vehicle Accessories"); and,

WHEREAS, the Contractor submitted a certain proposal dated June 17, 2019 ("Proposal") in response to that RFP; and,

WHEREAS, the County and the Contractor desire to enter into a contract for the purchase and installation of Vehicle Accessories, as more particularly set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

SECTION 1.0 PURCHASE AND INSTALLATION OF VEHICLE ACCESSORIES

1.1 Contractor shall provide and install Vehicle Accessories as may be ordered from time to time by the County. All Vehicle Accessories shall be priced, designed, constructed, equipped, and installed in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the parties unless otherwise stated in the Contract. All Vehicle Accessories and installations shall conform and comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations.

1.1.1 The Contractor and the County shall schedule the following two meetings with respect to each order received from the County:

- (i) A pre-production meeting to completely review the specifications of the Vehicle Accessories and installation prior to commencing assembly or production of each order. The Contractor shall be represented by qualified sales representative(s) and / or technician(s) to properly facilitate the design and construction requirements. This meeting can be held at the County's location, by phone, or at the installation facilities of the Contractor as directed by the County.

- (ii) A final review and inspection shall be at the County's facility when the County vehicle with installed Vehicle Accessories ("Completed Vehicle") arrives and is considered by the Contractor to be complete. In addition to a complete inspection, County representatives will conduct a full performance test of each Completed Vehicle and of all integral systems. The Contractor shall provide all technical information and inspections and shall make available to the County all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the County, these repairs shall be facilitated at either the County's facility or at the facility of the Contractor.

1.1.2. The County or the Contractor, at any time, may request changes in the specifications or requirements related to a particular Vehicle Accessory or installation. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:

- (i) The specific changes to be made (i.e. equipment installation, equipment, equipment components, etc.);
- (ii) Changes, if any, in the time for delivery of the Completed Vehicle; and,
- (iii) Changes in the price of the Vehicle Accessories or installation services.

1.2 Installation,

Should the County require Vehicle Accessories that cannot be provided by or purchased from the Contractor, the Contractor, at the request of the County, shall install such Vehicle Accessories provided by the County.

SECTION 2.0 PURCHASE OF PARTS

- 2.1 The Contractor shall provide such parts for all Vehicle Accessories installed under this Contract or non-Vehicle Accessories purchased under this Contract as the County may order from time to time. The Contractor shall provide original manufacturer part numbers. All parts ordered by the County shall be delivered to the County's designated location for delivery for each order. Significant delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 10.10; provided, however, the Contractor, in such event, shall promptly notify the County regarding the details of any such delay so the County can make a final determination regarding responsibility.

SECTION 3.0 TERM

The Term of this Contract shall be a period of five (5) years, commencing on July 15, 2019, unless earlier terminated in accordance with the terms of this Contract. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT

4.1 Pricing.

4.1.1 During the Term, the County shall pay the Contractor for Vehicle Accessories ordered by the County based upon the Contractor's current pricing at the time a particular order is placed, less the stated discount (or mark-up) as set forth in the Proposal. The County shall pay the Contractor for installation of Vehicle Accessories, whether purchased from the Contractor or provided by the County, at the package prices or labor rates, as applicable, set forth in the Proposal, which rates may be modified from this time to time by mutual agreement as set forth in an amendment to this Contract.

4.1.2 A standard warranty package, as described and set forth in the Proposal, is included in the price of all Vehicle Accessories and non-Vehicle Accessories.

4.1.3 The listing and corresponding pricing of all Vehicle Accessories and non-Vehicle Accessories is listed in Exhibit A.

4.2 Payment.

4.2.1 All proper invoices shall be paid by the County in accordance with Florida Prompt Payment Act, Section 218.70, Florida Statutes.

4.2.2 In addition to other remedies available under this Contract, the County shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the County pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

5.1 The Contractor shall fully assemble, service, and adjust each Vehicle Accessory prior to installation and delivery, and the Contractor shall demonstrate, to the satisfaction of the County, that each delivered Vehicle Accessory is in perfect mechanical condition.

5.2 Delivery of a Completed Vehicle to the County does not constitute acceptance for the purpose of payment or warranty start time. The County shall inspect and test each delivered Completed Vehicle to determine whether it meets all specifications and requirements set forth in this Contract and within ten (10) days following delivery, the

County shall notify the Contractor, in writing, of either its final acceptance of the Completed Vehicle and Accessory or the failure of the Completed Vehicle or Accessory to meet certain specifications and requirements. In the latter case, the Contractor, within ten (10) days following its receipt of written notice from the County, shall deliver to the County a detailed proposal and schedule for corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the County may refuse the Completed Vehicle. Each vehicle delivered or picked up by the Contractor for installation of Vehicle Accessories shall remain the responsibility of the Contractor, and the Contractor shall bear all risk of loss with respect thereto, until final acceptance of the Completed Vehicle by the County.

- 5.3 All non-Vehicle Accessory items that are delivered to the County should be inspected within three (3) business days for verification of all items being received that are listed on the packing slip that is included with the shipment. In the event that a packing slip is not included with the shipment, the Contractor should be notified with one (1) business day so that a packing slip can be provided. In addition, all items will need to be inspected for damage.

SECTION 6.0 INDEMNIFICATION.

- 6.1 The Contractor shall indemnify and save harmless the County, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgements of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.
- 6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the County, its official or employees, to the extent such claim, suit or proceeding is based on a claim that any Vehicle Accessories or non-Vehicle Accessories furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that County shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information, and assistance in a timely manner for the defense of the same. The Contractor shall indemnify and hold the County, its officials or employees, harmless from and against all costs and damages awarded, and all attorney's fees incurred or awarded. In any suit or proceeding so defended. The Contractor will not be responsible for any settlement or proceeding made without its prior written response. In case said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for County the right to continue using said Infringing Work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing work, parts or combination

thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

7.1 Prior to commencing work, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- (i) Premise/Operations
- (ii) Products/Completed Operations
- (iii) Contractual
- (iv) Independent Contractors
- (v) Broad Form Property Damage
- (vi) Personal Injury

(b) *Business Automobile/Umbrella Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.

- (i) Owned/Leased Autos
- (ii) Non-owned Autos
- (iii) Hired Autos

(c) *Workers' Compensation and Employers'/Umbrella Liability Insurance* – Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for \$1,000,000 per accident.

7.1.2 Other Insurance Provisions

(a) Commercial General Liability and Automobile Coverage

- (i) County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects, liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor;

premises owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of County. The coverage shall contain no special limitations on the scope of protection afforded to County, members of its County Commission, boards, commissions and committees, officers, agents, employees, and volunteers.

- (ii) The Contractor insurance coverage shall be primary insurance as respects County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers.
- (iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) All Coverage

- (i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to County in accordance with this Contract.
- (ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.
- (iii) Alternatively, County may purchase such required insurance coverage (but has no special obligation to do so); and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

7.1.3 Deductibles and Self-Insured Retention's

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

7.1.5 Verification of Coverage

Contractor shall furnish County with certificates of Insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by County before work commences.

SECTION 8.0 TERMINATION

- 8.1 The County may, by written notice to the Contractor, terminate this Contract in whole or in part, at any time, either for the convenience of County or because of failure of the contractor to fulfill its obligations. Upon receipt of such notice, the Contractor shall immediately discontinue all work affected (unless the notice directs otherwise).
- 8.2 If the termination is for the convenience of the County, the Contractor shall be paid for Vehicle Accessories and installation finally accepted and non-Vehicle Accessories received by the County as of the effective date of termination.
- 8.3 If the termination is due to the failure of the Contractor to fulfill its obligations under this Contract, the Contractor shall be liable to County for reasonable additional costs incurred by County as a result of such breach.
- 8.4 If, after notice of termination for failure to fulfill its obligations under this Contract, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of County.
- 8.5 The rights and remedies of the parties provided in this Section 8 are in addition to any other rights and remedies such party may have a law, in equity, or under this Contract.

SECTION 9.0 WARRANTY AND MAINTENANCE

- 9.1 The Contractor hereby warrants all Vehicle Accessories and installation as set forth in its Proposal and the individual warranty documents delivered with order. The Contractor will respond, either on-site in Bradford County or by the vehicle being brought to the Contractor's facility, for all warranty repairs within two (2) business days following notice from the County.

SECTION 10.0 MISCELLANEOUS PROVISIONS

- 10.1 Time shall be the essence in performance of this Contract; provided, however, that either party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.
- 10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.
- 10.3 If written notice to a party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows:

Dana Safety Supply, Inc.
1855 Cassat Avenue, Unit 11
Jacksonville, Florida 32210
Attn: Sidney Wells

And to the County as follows:

Bradford County
Fleet Management Division
945-B North Temple Avenue
Starke, Florida 32091

- 10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the County.
- 10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the County.
- 10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in

relation to this Contract shall be placed in a court competent jurisdiction in Bradford County, Florida.

- 10.7 As required by Section 287.133 (2 (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals or leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.010 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.
- 10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either County or Contractor. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of the Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.
- 10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin.
- 10.10 Either party shall be excused from timely performance under this Agreement to the extent, but only to the extent, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence on the part of, the party claiming such excuse from timely performance.
- 10.11 The Contractor shall make Vehicle Accessories, installation, and non-Vehicle Accessories available to other governmental entities on the same terms and conditions as set forth in this Contract. Should any such governmental entity purchase Vehicle Accessories, installation, and non-Vehicle Accessories on such basis utilizing this Contract, the Contractor shall report such purchase to the County and, within thirty (30) days following final payment for each order of such Vehicle Accessories, installation, and non-Vehicle Accessories, shall provide a credit to the County, which can be used toward the purchase of such Vehicle Accessories, installation, and non-Vehicle

Accessories from the Contractor, in the amount of 1% of the purchase price of such Vehicle Accessories, installation, and non-Vehicle Accessories. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term. The contractor may charge this as a transaction fee.

10.12 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof. County and Contractor, by mutual agreement, may change or amend, at their discretion, the products, terms, and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.

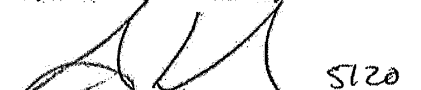
10.13 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties.

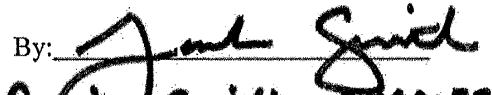
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

BRADFORD COUNTY, FLORIDA

Attest:

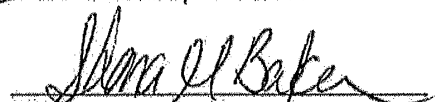

Witness as to the County

 5120
Witness as to the County

By: 
Gordon Smith, SHERIFF
(Type or print name and title of signatory)

DANA SAFETY SUPPLY, INC.


Witness as to the Contractor


Witness as to the Contractor

By: 
Sidney Wells, General Manager
(Type or print name and title of signatory)

Emergency Vehicle Lighting				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
911 Signal	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Able2 Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Brooking Industries	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Code 3	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
D&R Electronics	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
ECCO	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Federal Signal	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
Fenlex	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
GoLight	Scene lighting	20%	MD	Up to 5 Years
GoLight	Hellos (thermal imaging) and parts / accessories	5%	Dealer	1 Year
Maxxima	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
SoundOff Signal	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Star Warning Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Unity Spotlights	Scene lighting	50%	Dealer	Limited
Whelen	Emergency and commercial vehicle lighting	42%	MD	Up to 5 Years
Whelen	Parts only	30%	MD	Up to 5 Years
Vehicle Push Bumpers / Prisoner & K9 Transport				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
AceK9 / Radiotronics	K9 transport electronics	9%	Dealer	Up to 2 Years
American Aluminum	Prisoner and K9 transport	15%	Dealer	Up to 3 Years
Brooking Industries	Prisoner transport (seats and window bars)	30%	MD	2 Years
D&R Electronics	K9 Transport, cargo partitions, and window bars	15%	MD	1 Year
Go Rhino	Prisoner transport (partition and window bars) and push bumpers	18%	MD	1 Year
	Prisoner transport (seats)	8%	MD	1 Year
Havis	Prisoner and K9 transport	30%	MD	Up to Lifetime
Jotto Desk	Prisoner transport (partition, seats, window bars)	18%	MD	1 Year
Laguna	Prisoner transport (seats and window bars)	18%	MD	Up to 5 Years
Pro-gard Products	Prisoner transport (partition, seats, window bars)	20%	MD	Limited
Prisoner Transport Systems (PTS)	Prisoner transport (partition, seats, window bars)	10%	Dealer	Limited
Ranch Hand	Push bumpers	10%	Dealer	1 Year
Ray Allen	K9 transport electronics	3%	Dealer	Up to 2 Years
Setina	Prisoner (partition, seats, window bars) and K9 transport and non-lighted push bumpers	20%	MD	Up to 2 Years
Setina	Lighted push bumpers	10%	MD	Up to 5 Years
Troy Products	Prisoner transport (partition and window bars) and push bumpers	20%	MD	Up to 5 Years
Westin	Push bumpers	10%	MD	1 Year
Vehicle Weapon Mounts & Storage				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Big Sky Gun Racks	Gun racks	10%	MD	1 Year
CargoGlide	Truck storage access solution	10%	Dealer	Up to Lifetime
D&R Electronics	Gun racks and storage boxes	15%	MD	1 Year
DECKED	Storage solution for truck bed	15%	Dealer	3 Years
Go Rhino	Gun racks and storage boxes	15%	MD	1 Year
Jotto Desk	Gun racks	18%	MD	1 Year
Lund Industries	Gun racks and storage boxes	10%	MD	Limited
OPS	Storage boxes	15%	MD	Limited
Prisoner Transport Systems (PTS)	Storage boxes	10%	Dealer	Limited
Pro-gard Products	Gun racks and storage boxes	20%	MD	Limited
Rockland	Storage boxes	20%	MD	Limited
Santa Cruz Gun Locks	Gun racks	18%	Dealer	1 Year
Setina	Gun racks and storage boxes	20%	MD	Up to 2 Years
Setina	Blac-rac gun racks	0%	MD	Up to 2 Years
Troy Products	Gun racks and storage boxes	15%	MD	Up to 5 Years
Truck Vault	Storage boxes	5%	MD (Exclusive)	Up to Lifetime
Tuffy	Storage boxes	15%	MD	Limited
TuffLoc / Esmet	Storage boxes	10%	MD	3 Years
Computers / Consoles / Docking Stations / Laptop and Tablet Mounts / Printers				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Brother Mobile Solutions	Printers and accessories	5%	MD	Up to 2 Years
D&R Electronics	Consoles, laptop mounts, docking stations	15%	Dealer	1 Year
Gamber Johnson	Consoles, laptop mounts, docking stations	35%	MD	Up to Lifetime
Havis	Consoles, laptop mounts, docking stations	30%	MD	Up to Lifetime
Havis	Apple related product and ICS (Integrated Control System)	3%	MD	3 Years
HINT Mounts	Consoles, laptop mounts, docking stations	12%	MD	Limited
Jotto Desk	Consoles, laptop mounts, docking stations	18%	MD	1 Year
LEM Solutions	Printer mounts	9%	MD	Limited
Lund Industries	Consoles, laptop mounts, docking stations	10%	MD	Limited
Panasonic	Laptops	5%	Dealer	Up to 3 Years
PMT (Precision Mounting Technologies)	Consoles, laptop mounts, docking stations	15%	MD	Up to Lifetime
Prisoner Transport Systems (PTS)	Consoles	10%	Dealer	Limited
RAM Products	Consoles and laptop mounts	30%	MD	Up to Lifetime
Samsung	Computing devices	5%	Dealer	Up to 3 Years
Troy Products	Consoles, laptop mounts, docking stations	18%	MD	Up to 5 Years
Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Apollo Video	In-car video	5%	MD	2 Years
Decatur Electronics	In-car video and radar	3%	MD	Up to 5 Years
Digital Ally	Body camera and In-car video	2%	MD	Limited
Genetec	LPR	5%	MD (Exclusive)	Up to 5 Years
I3 Mobile Vision / Safe Fleet	In-car video	3%	Dealer	Up to 3 Years
Mobley	Collision avoidance	5%	MD (Exclusive)	Limited
MPH Radar	Radar	3%	Dealer	Up to 3 Years
Point Blank / Advanced Tech Group	Body camera and In-car video	5%	MD	Limited
Patrol Witness	In-car video	2%	MD	Limited
RearView Safety	Back-up camera systems, back-up sensors, 360 systems, mobile DVIs, dash cameras	10%	Dealer	1 Year
Rostra	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	Up to 3 Years
Stalker	Radar	3%	MD	Up to 3 Years

Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety (continued)				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Utility	Body camera and in-car video	3%	Dealer	Up to 5 Years
WatchGuard	Body camera and in-car video	2%	MD	1 Year
Flashlights & Other Lighting				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Bayco Products	Flashlights	30%	MD	Up to Lifetime
Maglite	Flashlights	30%	MD	Up to Lifetime
Pelican Products	Flashlights and scene lighting	25%	MD	Up to Lifetime
Streamlight	Flashlights	30%	MD	Up to Lifetime
Sure Fire	Flashlights	12%	Dealer	Up to Lifetime
Truck Toppers / Caps				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
A.R.E.	Toppers and tonneau covers	5%	Dealer	Up to Lifetime
BAKFlip	Bed cover	10%	Dealer	Up to 2 Years
Reading	Steel commercial caps	5%	MD	5 Years
Roll n Lock	Bed cover	12%	Dealer	Up to 3 Years
SpaceKap	Transferable fiberglass caps	2%	MD	Up to Lifetime
Bodies / Cranes / Truck Equipment				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
A.R.E.	Toppers and tonneau covers	5%	MD	Up to Lifetime
Buyers Products	Truck equipment and accessories	18%	Dealer	Up to Lifetime
DeeZee	Truck equipment and accessories	10%	Dealer	Up to Lifetime
Keystone Automotive	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Liftmoore Cranes	Service cranes	5%	MD	Up to 3 Years
Mayer Distributing	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Palfinger	Service cranes	8%	Dealer	Up to 3 Years
Reading	Crane bodies, mechanical bodies, dump bodies, stake / platform bodies, service / utility bodies	5%	MD	Up to 10 Years
Rugby Manufacturing	Dump bodies	5%	MD	Up to 3 Years
Sterling Equipment	Heavy duty push bumpers and headache racks	5%	Dealer	Up to 1 Year
Thleman Tailgates	Liftgates	5%	MD	Up to 1 Year
Venturo Cranes	Service cranes	5%	Dealer	Up to 1 Year
Van Storage Equipment				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Kargo Master	Van interior packages, van ladder racks	5%	MD	Up to Lifetime
Legend Fleet Solutions	Van interior floor and wall solutions	5%	Dealer	Limited
Masterack	Van interior packages, van ladder racks, van interior floor and wall liners	15%	MD	1 Year
OPS	Van interior packages	10%	MD	Limited
Westcan Manufacturing	Van interior packages, van interior floor and wall liners	5%	Dealer	Limited
Footwear / Apparel				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
5.11 Tactical	Apparel, bags, boots, shoes	30%	MD	Up to Lifetime
Bates	Boots and shoes	25%	Dealer	Limited
Blackhawk	Apparel, bags, boots	25%	Dealer	Up to Lifetime
Danner	Boots and shoes	18%	Dealer	Up to 6 Months
Magnum	Boots and shoes	22%	Dealer	1 Year
Propper	Apparel, bags, boots, shoes	15%	MD	Limited
Rocky	Boots and shoes	22%	Dealer	1 Year
Tru-Spec	Apparel, bags, boots	25%	MD	2 Years
DSS Products & Services				
Manufacturer	Products Offered	Pricing	Master Distributor or Dealer	Warranty
DSS Graphics	Design, printing, installation, and removal services	Quoted per Job		7 Years
DSS Products	Private label products or sole distributor products	15% off MSRP		Varies
DSS Website	www.dssasafetysupply.com - All products	5% off MSRP		Varies
Fleet Safety Website	www.fleet-safety.com - All products	5% off MSRP		Varies
Install Rate	Hourly install rate for install and repair services	\$70 per hour		5 Years
Vehicle pick-up and delivery	Calculated based on round trip from DSS location to customer	\$1 per mile		
Body Armor				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Armor Express	Body armor	30%	MD	5 Years
Cryx	Body armor	15%	MD	5 Years
Point Blank	Body armor	25%	MD	5 Years
Propper	Body armor	20%	MD	5 Years
Duty Gear				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
1791 Gun Leather	Holsters	10%	Dealer	Limited
Gould & Goodrich	Holsters, belts, and accessories	30%	MD	Limited
Hero's Pride	Badges, duty gear, insignia, patches and recognitions	25%	Dealer	Limited
High Speed Gear	Holsters, belts, and accessories	10%	Dealer	Up to Lifetime
Safariland	Holsters, belts, and accessories	20%	Dealer	Up to Lifetime
Fire Gear & Tools				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
ATI Fire Products	Nozzles, hoses, and coupling	10%	Dealer	Varies
Fire Ninja	Safety vests, glow/reflect tracking decals, sub zero cooling towels, and knives	12%	Dealer	Varies
Holik	Gloves	10%	Dealer	Limited
Innotex	Bunker / turnout gear	5%	Dealer	Limited
Nuple	Fire tools	30%	MD	Up to Lifetime
Full Line Supplier of Other Items				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Aervoe	LED flares	20%	Dealer	Up to 5 Years
Amerex	Fire extinguishers	10%	MD	Up to 12 Years
Angel Armor	Vehicle driver window armor	5%	Dealer	5 Years
ASP	Baton, flashlights, handcuffs	20%	MD	Up to Lifetime
Avon Protection	First responder Core Products (includes gas masks, etc and Accessories / Spares	5%	MD	Varies
Blackinton	Badges, insignia, and recognitions	20%	MD	Up to Lifetime
Combined Tactical Systems (CTS)	Less lethal munitions	8%	MD	Limited
Edge Tactical	Protective and ballistic eyewear	10%	MD	Limited
Garrett Metal Detectors	Walk thru and hand metal detectors	5%	MD	Up to 2 Years
Nite Track	Night Vision	5%	MD	1 Year

Full Line Supplier of Other Items				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Nopple	Vehicle mounted thermal imaging	5%	Dealer	2 Years
Pac KIT	First aid kits	20%	Dealer	Limited
Panorama Antennas	Antennas for vehicle mounting	10%	MD	Limited
Sabra	Less lethal	34%	MD	Up to 2 Years
SIG Sauer	Handguns, rifles, scopes, sights, ammunition	5%	MD (Exclusive)	Up to Lifetime
Sjmunitions	Non-lethal training ammunition	5%	MD	Up to 5 Years
Sirchie	Forensic, vehicle, evidence, and surveillance solutions	5%	MD	Up to Lifetime
Smith & Warren	Gauges, insignia, and recognitions	20%	MD	Up to Lifetime
Theofil	Night vision	10%	MD	Up to 10 Years
Tremco	Vehicle anti-theft system	10%	MD	Limited
Wanco	Arrow board, light tower, message signs, and speed signs	3%	MD	Up to 5 Years
Zoll	AED	25%	MD	Up to Lifetime
Zoll	AED accessories	10%	MD	Up to Lifetime
Vehicles				
Manufacturer	Products Offered	% over Cost	Master Distributor or Dealer	Warranty
Chevrolet	Chevrolet line of vehicles	4%	Dealer	3 Years / 36K Miles
Dodge	Dodge line of vehicles	4%	Dealer	3 Years / 36K Miles
Ford	Ford line of vehicles	4%	Dealer	3 Years / 36K Miles



September 30, 2022

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Florida 32254

Re: Amendment # 1 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned to our office within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signatory authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945 N Temple Avenue B
Starke, Florida 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed.

If you should have any questions or need assistance in completing the enclosed, please contact Major Konkel at (904)964-6161.

Sincerely,

A handwritten signature in black ink, appearing to be "G. Konkel", is written over a horizontal line. To the right of the signature, the number "5720" is handwritten.

Major George Konkel

AMENDMENT TO CONTRACT NO. BCSO2019-01

THIS AMENDMENT TO CONTRACT is entered into this 1ST day of October, 2022, by and between the BRADFORD COUNTY SHERIFF'S OFFICE and DANA SAFETY SUPPLY, INC. hereinafter called the "Contractor".

WHEREAS, the Bradford County Sheriff's Office and Contractor entered into a certain Contract dated this 12th day of July, 2019 relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

WHEREAS, the parties now desire to amend the contract as set forth in this amendment;

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following

a. Under the DSS Products & Services section, add the following:

MANUFACTURER: Will-Burt

PRODUCT TYPE :Scene Lights/Fire Engine Lights(Scene & Brow)/Construction
Lighting/Towing Light Towers

COST: 5% OFF LIST

MANUFACTURER: AIMPOINT

PRODUCT TYPE: OPTICAL SIGHTS

COST: 10% OFF LIST

MANUFACTURER: DEAD AIR

PRODUCT TYPE: SUPPRESSOR

COST: 5% OFF LIST

MANUFACTURER: NORTH AMERICAN RESCUE

PRODUCT TYPE: MEDICAL EQUIPMENT

COST: 8% OFF LIST

MANUFACTURER: HOLOSUN

PRODUCT TYPE: OPTICAL SIGHTS AND MAGNIFIERS

COST: 10% OFF LIST

MANUFACTURER: SHADOW SYSTEMS

PRODUCT TYPE: HANDGUN

COST: 25% OFF LIST

MANUFACTURER: EOTECH

PRODUCT TYPE: OPTICAL SIGHTS

COST: 5% OFF LIST

MANUFACTURER: DAKOTA

PRODUCT TYPE: SERVICE BODY, FLATBEDS, STAKE BODY

COST: 10% OFF LIST, PLUS MANUFACTURER SURCHARGE

MANUFACTURER: CM TRUCK

PRODUCT TYPE: SERVICE BODY, FLATBEDS, STAKE BODY

COST: 10% OFF LIST, PLUS MANUFACTURER SURCHARGE

MANUFACTURER: WAGAN

PRODUCT TYPE: INVERTERS

COST: 20% OFF LIST

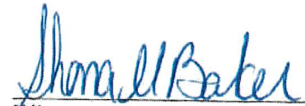
2. This agreement becomes effective October 1st, 2022.
3. Except as specifically amended hereby, the terms and conditions of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the duly authorized representatives effective the date and year first written above.

ATTEST:

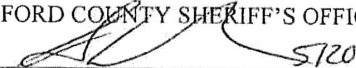


Colonel Brad Smith



Witness as to Contractor

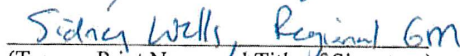
BRADFORD COUNTY SHERIFF'S OFFICE

BY:  5720

Major George Konkel

DANA SAFETY SUPPLY, INC.

BY: 


(Type or Print Name and Title of Signatory)



August 7, 2023

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #2 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945-B North Temple Ave.
Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904)966-6306.

Thanks,


Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 7th day of October, 2023, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;

Galco Holsters - Holsters, belts, and leather gear
20% off MSRP, Dealer, 1yr warranty

Strong Leather - Badge Holders and Wallets
10% off MSRP, MD, 1 yr warranty

FN - Handguns and Rifles
5% off MSRP, MD, Limited

Walther - Handguns
5% off MSRP, MD, Limited

Page 1 of 3

Alien Gear/Rapid Force - Holsters

15% off MSRP, MD, Lifetime

RTS Tactical - Ballistic Shields, Ballistic White Boards - Other Armor -
IFAK Kits

19% off MSRP, MD, 2-5 years

Team Wendy - Ballistic and Bump Helmets

10% off MSRP, MD, 5-10 years

Slate Solutions - Body Armor, Ballistic Shields, Helmets, Hard Plates

10% off MSRP, MD, 5 years

Bergara - Precision Rifles

5% off MSRP, MD, Limited Lifetime

Precision Weapons Systems - Rifles

5% off MSRP, MD, Limited Lifetime

Under Armor - Apparel, Footwear

15% off MSRP, MD, Limited

ISBI – BALLISTIC GLASS

5% OFF MSRP

UTILITY – IN-CAR VIDEO/BODY CAM

5% OFF MSRP

LEER – TOPPERS

5% OFF MSRP

G9 Defense: Ammunition

12% off MSRP

Page 2 of 3

North American Resue

5% off MSRP

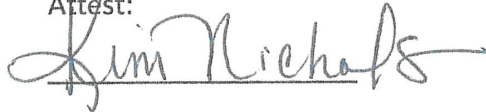
Solar Tech

3% off MSRP

2. This agreement becomes effective August 8th, 2023.
3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

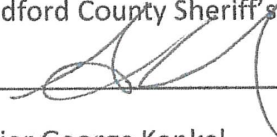
In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Attest:



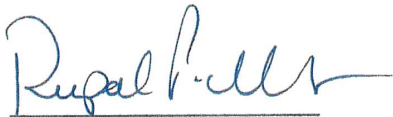
Kim Nichols

Bradford County Sheriff's Office

By: 

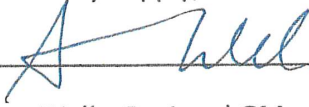
5120

Major George Konkel



Witness as to Contractor

Dana Safety Supply, Inc.

By: 

Sidney Wells, Regional GM



October 23rd, 2023

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, FL 32254

Re: Amendment #3 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945-B North Temple Ave.
Starke, FL 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904)966-6306.

Thanks,


Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, FL 32091
Office (904)966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 23rd day of October, 2023, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;

Zebra Products

5% off MSRP, 1 year warranty

Dakota / CM Truck / PJ Truck

5% off MSRP, 4-10 year warranty depending on product

2. Change the following under the DSS Products and Services section;

Whelen Emergency and Commercial Vehicle Lighting

30% off MSRP (Reduced from 42%) warranty up to 5 years



3. This agreement becomes effective October 23rd, 2023.

4. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Attest:

Trish Tucker

Trish Tucker

Bradford County Sheriff's Office

By: [Signature] 8/20

Major George Konkel

E. Thomas Start

Witness as to Contractor

Dana Safety Supply, Inc.

By: [Signature]

Sidney Wells, Regional GM



June 18, 2024

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Extending term to Contract No. BCSO2019-01 (w/amendment)

To whom it may concern,

This letter shall serve as formal notice of the Bradford County Sheriff's Office extending the terms of contract BCSO2019-01 from July 15, 2024, to July 14th, 2029, as indicated in Section 3.0 of said contract.

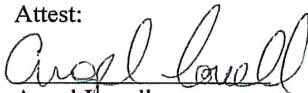
The following amendments will also be effective beginning July 15, 2024.

- Install rate \$90 an hour
- On-site install rate \$120 an hour
- Vehicle pick-up and delivery: \$1.50 per mile (Minimum \$100)
- Kustom Signal Inc. 2% off MSRP

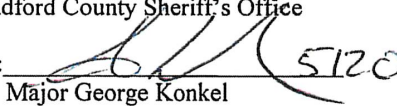
The Bradford County Sheriff's Office looks forward to continuing its excellent working relationship with Dana Safety Supply. Please provide a current Certificate of Insurance to cover the extension period.

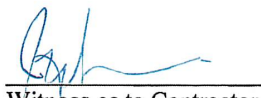
In Witness Whereof the Bradford County Sheriff's Office and Contractor (Dana Safety Supply) have agreed to this Extension and Amendment to the contract to be executed by the authorized representatives effective the date and year indicated above.

Attest:

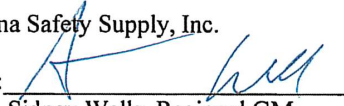

Angel Lovell

Bradford County Sheriff's Office

By:  5120
Major George Konkel


Witness as to Contractor

Dana Safety Supply, Inc.

By: 
Sidney Wells, Regional GM



August 14, 2024

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #4 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945-B North Temple Ave.
Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904)966-6306.

Thanks,


Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 14th day of August, 2024, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 (5 year extension 7/15/24) relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;

Peerless Handcuff Company – Handcuffs at a 10% Discount off MSRP

Shadow Systems – Handguns at a 5% Discount off MSRP

Custom Glass Solutions – Ballistic Glass at a 5% Discount off MSRP

C&H Precision - optic mounts and milling, 5% off MSRP, Dealer, 1 year warranty

Brixtel Defense - ammo: special, practice, and frangible, 5% off MSRP, Dealer, Limited warranty

Trijicon - Sights and Optics 5% off MSRP, Other, 1 year warranty

Orion - Flares, 5% off MSRP, Dealer, 1 year warranty

LOWA – Boots, 10% off MSRP, Dealer, 1 year warranty

Salomon - Boots, 10% off MSRP, Dealer, 1 year warranty

RIPP – Restraints, 5% off MSRP, Dealer, 1 year warranty

AVERT Industries - Breaching and Less Lethal Ammo, 5% off MSRP, Dealer, 5 year warranty

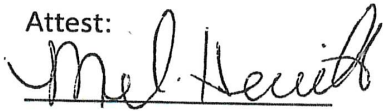
Force On Force - Marking Cartridges, Training Bolts, 10% off MSRP, Dealer, 5 year warranty

2. This agreement becomes effective August 14, 2024.

3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

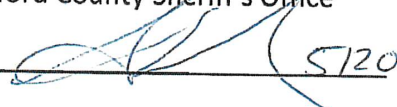
In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Attest:

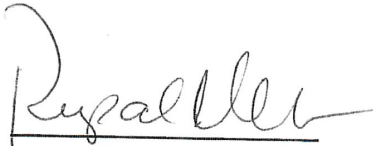


Melissa Hewitt

Bradford County Sheriff's Office

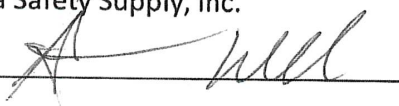
By:  5120

Major George Konkel



Witness as to Contractor

Dana Safety Supply, Inc.

By: 

Sidney Wells, Regional GM



October 25, 2024

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #5 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945-B North Temple Ave.
Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need any assistance in completing the enclosed, please contact me at (904)966-6306.

Thanks,


Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 25th day of October, 2024, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;

Kustom Signal Products
3% off MSRP

2. This agreement becomes effective October 25th, 2024.

3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

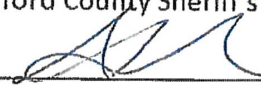
Amendment to Contract No. BCSO2019-01 (Oct. 25, 2024)

Attest:



Melissa Hewitt

Bradford County Sheriff's Office

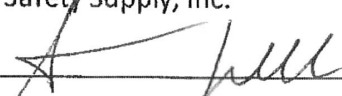
By:  5120

Major George Konkel



Witness as to Contractor

Dana Safety Supply, Inc.

By: 

Sidney Wells, Regional GM



January 9, 2025

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #6 to Contract No. BCS02019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address; Bradford County Sheriff's Office
Attn: Major George Konkel 945-B North Temple Ave. Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904) 966-6306.

Thanks,


Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904) 966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 9th day of January, 2025, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 (5 year extension 7/15/24) relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

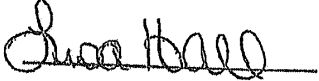
1. To add the following under the DSS Products and Services section;

Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Point Blank	Body armor (INCLUDING SHIELDS)	25%	MD	5 Years

2. This agreement becomes effective August 14, 2024.
3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Attest:

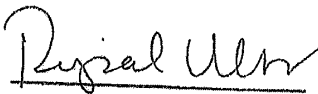


Lisa Hall

Bradford County Sheriff's Office

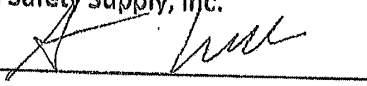
By:  5120

Major George Konkel



Witness as to Contractor

Dana Safety Supply, Inc.

By: 

Sidney Wells, Regional GM



February 12, 2025

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #7 to Contract No. BCS02019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address; Bradford County Sheriff's Office
Attn: Major George Konkell 945-B North Temple Ave. Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904) 966-6306.

Thanks,

A handwritten signature in blue ink, appearing to be 'G. Konkell', is written above the printed name. To the right of the signature, the number '5720' is handwritten in blue ink.

Major George L. Konkell Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904) 966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 12th day of February, 2025, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 (5 year extension 7/15/24) relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

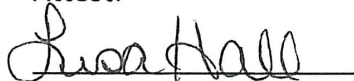
Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;
 - Silynx – 3% OFF MSRP
 - Federal Signal – 25% OFF MSRP
2. This agreement becomes effective February 12, 2025.
3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

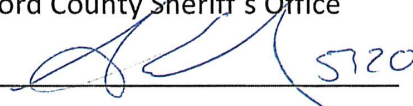
In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Attest:



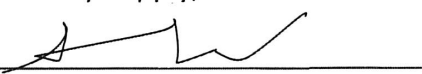
Lisa Hall

Bradford County Sheriff's Office

By:  5120

Major George Konkel

Dana Safety Supply, Inc.

By: 

Witness as to Contractor

Sidney Wells, Regional GM

EXHIBIT H

SECOND AMENDMENT TO AGREEMENT FOR
CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

THIS SECOND AMENDMENT ("Amendment"), dated this 5th day of June 2025, *nunc pro tunc* to the 31 day of May 2025, by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Municipality"),

and

CONNECT ENGINEERING, LLC a limited liability company authorized to do business in the State of Florida, located at 8201 Peters Road, Suite 2200, Plantation, FL 33324, hereinafter "Contractor."

Municipality and Contractor may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on May 31, 2022, the Parties entered into an agreement wherein Contractor agreed to provide Municipality with continuing civil engineering consulting services (the "Original Agreement"); and

WHEREAS, on July 12, 2023, the Parties entered into the First Amendment to the Original Agreement to provide for compliance with Broward County requirements to utilize the agreement for projects involving county surtax funding; and

WHEREAS, the Original Agreement expires on May 31, 2025; and, in accordance with RFQ #22-03 (the "RFQ"), the Parties seek to implement the first renewal term; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement, as amended, shall remain in full force of effect; and

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

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

SECTION 2. The Parties hereby agree to extend the Original Agreement for the first renewal term provided for in the RFQ. This first renewal term shall commence on June 1, 2025 and shall expire on May 31, 2026.

SECTION 3. Employment Eligibility. Contractor certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

“Contractor” means a person or an entity that has entered or is attempting to enter into a contract with a public agency to provide labor, supplies, or services to such agency in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or Contractor.

“Subcontractor” means a person or an entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security which allows participating employers to electronically verify the employment eligibility of new employees.

Registration Requirement; Termination. Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

All persons (including subvendors/subContractors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not

be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

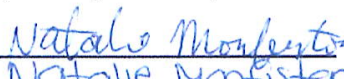
SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, the First Amendment, and this Second Amendment, the Parties agree the terms and provisions contained in this Second Amendment shall control to the extent of any such conflict or ambiguity, followed by the First Amendment. Except as otherwise amended herein, the Original Agreement shall remain in full force and effect.

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

Witnesses:



Christine Podala
(witness print name)

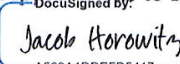


Natalie Montisten
(witness print name)

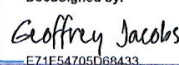
ATTEST:

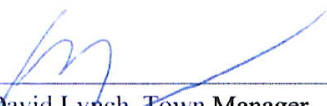

Municipal Clerk

Approved as to legal form by:

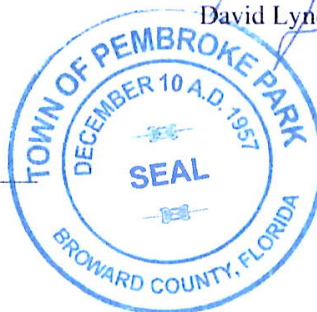


A563A1BDEFD5417...
Jacob G. Horowitz, Town Attorney

DocuSigned by:

By: _____
E71F54705D68433
Geoffrey Jacobs, Mayor

By: 

David Lynch, Town Manager



Witnesses:

Rodney Devera
(witness print name)

Miguel Cuello
(witness print name)

(CORPORATE SEAL)
STATE OF FLORIDA

COUNTY OF Miami-Dade

Contractor

Connect Engineering, LLC

By: [Signature]

Name: Adrian Robaina

Title: PRESIDENT

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or

☐ online notarization, this 24th day of July 2025, by Adrian Robaina of
Connect Engineering, LLC, a State of Florida corporation, on behalf of the corporation.

Angel D. Enriquez

NOTARY PUBLIC

☒ Personally Known OR

☐ Produced Identification

Type of Identification Produced

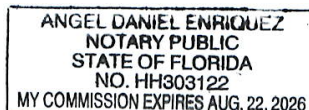


EXHIBIT I

SECOND AMENDMENT TO AGREEMENT FOR
CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

THIS SECOND AMENDMENT ("Amendment"), dated this 5th day of June 2025, *nunc pro tunc* to the 31 day of May 2025, by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Municipality"),

and

ENGENUITY GROUP, INC., a corporation authorized to do business in the State of Florida, located at 8201 Peters Road, Suite 2200, Plantation, FL 33324, hereinafter "Contractor."

Municipality and Contractor may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on May 31, 2022, the Parties entered into an agreement wherein Contractor agreed to provide Municipality with continuing civil engineering consulting services (the "Original Agreement"); and

WHEREAS, on July 12, 2023, the Parties entered into the First Amendment to the Original Agreement to provide for compliance with Broward County requirements to utilize the agreement for projects involving county surtax funding; and

WHEREAS, the Original Agreement expires on May 31, 2025; and, in accordance with RFQ #22-03 (the "RFQ"), the Parties seek to implement the first renewal term; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement, as amended, shall remain in full force of effect; and

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

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

SECTION 2. The Parties hereby agree to extend the Original Agreement for the first renewal term provided for in the RFQ. This first renewal term shall commence on June 1, 2025 and shall expire on May 31, 2026.

SECTION 3. Employment Eligibility. Contractor certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

“Contractor” means a person or an entity that has entered or is attempting to enter into a contract with a public agency to provide labor, supplies, or services to such agency in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or Contractor.

“Subcontractor” means a person or an entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security which allows participating employers to electronically verify the employment eligibility of new employees.

Registration Requirement; Termination. Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

All persons (including subvendors/subContractors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not

be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, the First Amendment, and this Second Amendment, the Parties agree the terms and provisions contained in this Second Amendment shall control to the extent of any such conflict or ambiguity, followed by the First Amendment. Except as otherwise amended herein, the Original Agreement shall remain in full force and effect.

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

Witnesses:

Christine Portals
Christine Portals
(witness print name)

Natalie Moulton
Natalie Moulton
(witness print name)

DocuSigned by:
By: *Geoffrey Jacobs*
E71F54705B68433...
Geoffrey Jacobs, Mayor

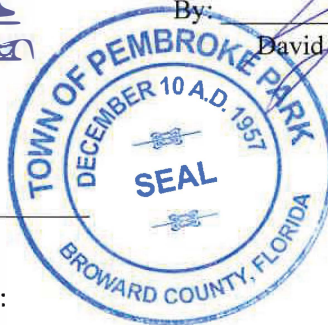
By: *David Lynch*
David Lynch, Town Manager

ATTEST:

[Signature]
Municipal Clerk

Approved as to legal form by:

DocuSigned by:
Jacob Horowitz
A562A1BDEFB5417...
Jacob G. Horowitz, Town Attorney



Witnesses: Bella

(witness print name)
Bria Webb

(witness print name)
(CORPORATE SEAL)
STATE OF FLORIDA

COUNTY OF Palm Beach

Contractor
Engenuity Group, Inc.

By: Adam Swaney
Name: Adam Swaney, P.E.
Title: Vice President/Director of Engineering

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or

☐ online notarization, this 23 day of July 2025, by Adam Swaney, P.E. of
Engenuity Group, Inc, a State of Florida corporation, on behalf of the corporation.

Notary Signature

NOTARY PUBLIC



x Personally Known OR
 Produced Identification

Type of Identification Produced

EXHIBIT J

**SECOND AMENDMENT TO AGREEMENT FOR
CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES**

THIS SECOND AMENDMENT ("Amendment"), dated this 5th day of June 2025, *nunc pro tunc* to the 31 day of May 2025, by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Municipality"),

and

CRAIG A. SMITH & ASSOCIATES, LLC, a corporation authorized to do business in the State of Florida, located at 8201 Peters Road, Suite 2200, Plantation, FL 33324, hereinafter "Contractor."

Municipality and Contractor may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on May 31, 2022, the Parties entered into an agreement wherein Contractor agreed to provide Municipality with continuing civil engineering consulting services (the "Original Agreement"); and

WHEREAS, on July 12, 2023, the Parties entered into the First Amendment to the Original Agreement to provide for compliance with Broward County requirements to utilize the agreement for projects involving county surtax funding; and

WHEREAS, the Original Agreement expires on May 31, 2025; and, in accordance with RFQ #22-03 (the "RFQ"), the Parties seek to implement the first renewal term; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement, as amended, shall remain in full force of effect; and

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

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

SECTION 2. The Parties hereby agree to extend the Original Agreement for the first renewal term provided for in the RFQ. This first renewal term shall commence on June 1, 2025 and shall expire on May 31, 2026.

SECTION 3. Employment Eligibility. Contractor certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

“Contractor” means a person or an entity that has entered or is attempting to enter into a contract with a public agency to provide labor, supplies, or services to such agency in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or Contractor.

“Subcontractor” means a person or an entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security which allows participating employers to electronically verify the employment eligibility of new employees.

Registration Requirement; Termination. Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

All persons (including subvendors/subContractors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not

be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

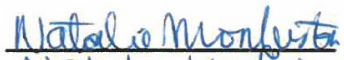
SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, the First Amendment, and this Second Amendment, the Parties agree the terms and provisions contained in this Second Amendment shall control to the extent of any such conflict or ambiguity, followed by the First Amendment. Except as otherwise amended herein, the Original Agreement shall remain in full force and effect.

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

Witnesses:



Christine Portak
(witness print name)



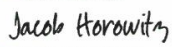
Natalie Montfort
(witness print name)

ATTEST:



Municipal Clerk

Approved as to legal form by:

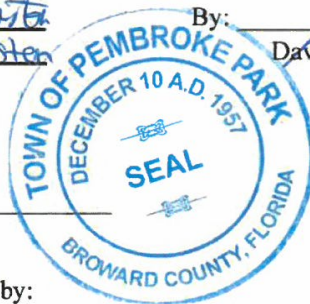


A563A10DEF06417
Jacob G. Horowitz, Town Attorney

DocuSigned by:

By: _____
E71F54705D68433
Geoffrey Jacobs, Mayor

By:  _____
David Lynch, Town Manager



Witnesses:

212 Mayfield
EMexfield
(witness print name)
Colleen Ennis
Colleen Ennis

(witness print name)
(CORPORATE SEAL)
STATE OF FLORIDA

COUNTY OF Broward

Contractor

Craig A. Smith & Associates, LLC

By: [Signature]

Name: STEPHEN C. SMITH

Title: PRESIDENT

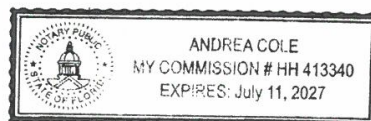
The foregoing instrument was acknowledged before me by means of ☒ physical presence
or

☐ online notarization, this 23 day of July 2025, by Stephen C. Smith of
Craig A. Smith & Associates, a State of FLORIDA corporation, on behalf of the corporation.

[Signature]

NOTARY PUBLIC

☒ Personally Known OR
☐ Produced Identification



Type of Identification Produced

EXHIBIT K

SECOND AMENDMENT TO AGREEMENT FOR
CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

THIS SECOND AMENDMENT ("Amendment"), dated this 31st day of June 2025, *nunc pro tunc* to the 31 day of May 2025, by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Municipality"),

and

KIMLEY-HORN AND ASSOCIATES, INC., a corporation authorized to do business in the State of Florida, located at 8201 Peters Road, Suite 2200, Plantation, FL 33324, hereinafter "Contractor."

Municipality and Contractor may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on May 31, 2022, the Parties entered into an agreement wherein Contractor agreed to provide Municipality with continuing civil engineering consulting services (the "Original Agreement"); and

WHEREAS, on July 12, 2023, the Parties entered into the First Amendment to the Original Agreement to provide for compliance with Broward County requirements to utilize the agreement for projects involving county surtax funding; and

WHEREAS, the Original Agreement expires on May 31, 2025; and, in accordance with RFQ #22-03 (the "RFQ"), the Parties seek to implement the first renewal term; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement, as amended, shall remain in full force of effect; and

{00571362 | 3399-0000000 }

Page 1 of 5

Page 131 of 147

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

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

SECTION 2. The Parties hereby agree to extend the Original Agreement for the first renewal term provided for in the RFQ. This first renewal term shall commence on June 1, 2025 and shall expire on May 31, 2026.

SECTION 3. Employment Eligibility. Contractor certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

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“Subcontractor” means a person or an entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security which allows participating employers to electronically verify the employment eligibility of new employees.

Registration Requirement; Termination. Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security' s E-Verify System to verify the employment eligibility of:

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

All persons (including subvendors/subContractors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not

be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, the First Amendment, and this Second Amendment, the Parties agree the terms and provisions contained in this Second Amendment shall control to the extent of any such conflict or ambiguity, followed by the First Amendment. Except as otherwise amended herein, the Original Agreement shall remain in full force and effect.

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

Witnesses:



Christine Portala
(witness print name)



Natalie Monkiston
(witness print name)

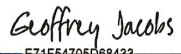
ATTEST:


Municipal Clerk

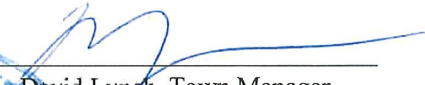
Approved as to legal form by:



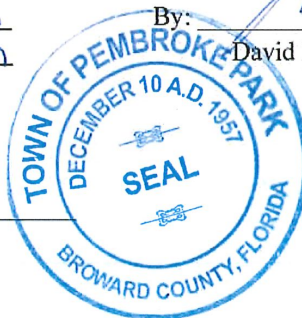
A563A1DDEF05417...
Jacob G. Horowitz, Town Attorney

DocuSigned by:
By: 

E71F64706D68433...
Geoffrey Jacobs, Mayor

By: 

David Lynch, Town Manager



Witnesses:

Elysse Dallas
Elysse Dallas

(witness print name)

C. B.
Boyer Beem

(witness print name)

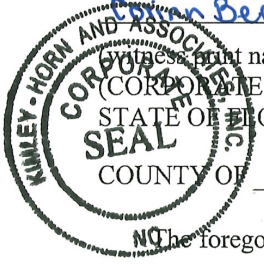
(CORPORATE SEAL)

STATE OF FLORIDA

SEAL

COUNTY OF

Duval

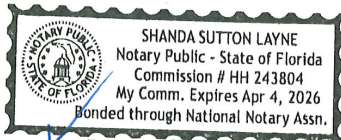


The foregoing instrument was acknowledged before me by means of ☒ physical presence

or

☐ online notarization, this 17th day of June 2025, by Stewart E. Robertson of

Kimley-Horn and Associates, Inc., a State of Florida corporation, on behalf of the corporation.



☒ Personally Known OR

☐ Produced Identification

Type of Identification Produced

Contractor

Kimley Horn

By: Stewart E. Robertson

Name: Stewart E. Robertson

Title: Senior Vice President

[Signature]
NOTARY PUBLIC

EXHIBIT L

SECOND AMENDMENT TO AGREEMENT FOR
CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

THIS SECOND AMENDMENT (“Amendment”), dated this 5th day of June 2025, *nunc pro tunc* to the 31 day of May 2025, by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 (“Municipality”),

and

BETA JONES GROP, INC., a corporation authorized to do business in the State of Florida, located at 8201 Peters Road, Suite 2200, Plantation, FL 33324, hereinafter “Contractor.”

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

WHEREAS, on May 31, 2022, the Parties entered into an agreement wherein Contractor agreed to provide Municipality with continuing civil engineering consulting services (the “Original Agreement”); and

WHEREAS, on July 12, 2023, the Parties entered into the First Amendment to the Original Agreement to provide for compliance with Broward County requirements to utilize the agreement for projects involving county surtax funding; and

WHEREAS, the Original Agreement expires on May 31, 2025; and, in accordance with RFQ #22-03 (the “RFQ”), the Parties seek to implement the first renewal term; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement, as amended, shall remain in full force of effect; and

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

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

SECTION 2. The Parties hereby agree to extend the Original Agreement for the first renewal term provided for in the RFQ. This first renewal term shall commence on June 1, 2025 and shall expire on May 31, 2026.

SECTION 3. Employment Eligibility. Contractor certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

“Contractor” means a person or an entity that has entered or is attempting to enter into a contract with a public agency to provide labor, supplies, or services to such agency in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or Contractor.

“Subcontractor” means a person or an entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security which allows participating employers to electronically verify the employment eligibility of new employees.

Registration Requirement; Termination. Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

All persons (including subvendors/subContractors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not

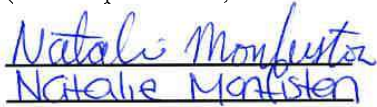
be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, the First Amendment, and this Second Amendment, the Parties agree the terms and provisions contained in this Second Amendment shall control to the extent of any such conflict or ambiguity, followed by the First Amendment. Except as otherwise amended herein, the Original Agreement shall remain in full force and effect.

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

Witnesses:

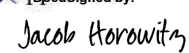

Christine Portata
(witness print name)


Natalie Monfuster
(witness print name)

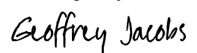
ATTEST:


Municipal Clerk

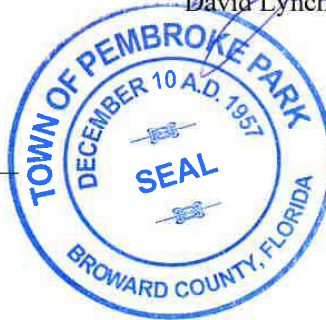
Approved as to legal form by:


Jacob G. Horowitz
A563A1DDEED5417
Jacob G. Horowitz, Town Attorney

DocuSigned by:


By: Geoffrey Jacobs
E71F54705D68433...
Geoffrey Jacobs, Mayor

By: 
David Lynch, Town Manager



Witnesses:

Sonia Secharan

(witness print name)

[Signature]

William Hernandez

(witness print name)

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Miami- Dade

Contractor

Beta Jones Group, Inc.

By:

Name: Luis A. Betalleluz

Title: Principal

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or

☐ online notarization, this 16th day of June 2025, by Luis A. Betalleluz of

The BetaJones Group, Inc, a State of Florida corporation, on behalf of the corporation.



MICHELLE LOPEZ
Notary Public
State of Florida
Comm# HH334347
Expires 1/15/2027

Michelle C. Lopez

NOTARY PUBLIC

X Personally Known OR

 Produced Identification

Type of Identification Produced

EXHIBIT M

SECOND AMENDMENT TO AGREEMENT FOR
CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

THIS SECOND AMENDMENT ("Amendment"), dated this 5th day of June 2025, *nunc pro tunc* to the 31 day of May 2025, by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Municipality"),

and

CRAVEN THOMPSON & ASSOCIATES, INC., a corporation authorized to do business in the State of Florida, located at 8201 Peters Road, Suite 2200, Plantation, FL 33324, hereinafter "Contractor."

Municipality and Contractor may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on May 31, 2022, the Parties entered into an agreement wherein Contractor agreed to provide Municipality with continuing civil engineering consulting services (the "Original Agreement"); and

WHEREAS, on July 12, 2023, the Parties entered into the First Amendment to the Original Agreement to provide for compliance with Broward County requirements to utilize the agreement for projects involving county surtax funding; and

WHEREAS, the Original Agreement expires on May 31, 2025; and, in accordance with RFQ #22-03 (the "RFQ"), the Parties seek to implement the first renewal term; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement, as amended, shall remain in full force of effect; and

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

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

SECTION 2. The Parties hereby agree to extend the Original Agreement for the first renewal term provided for in the RFQ. This first renewal term shall commence on June 1, 2025 and shall expire on May 31, 2026.

SECTION 3. Employment Eligibility. Contractor certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

“Contractor” means a person or an entity that has entered or is attempting to enter into a contract with a public agency to provide labor, supplies, or services to such agency in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or Contractor.

“Subcontractor” means a person or an entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security which allows participating employers to electronically verify the employment eligibility of new employees.

Registration Requirement; Termination. Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

All persons (including subvendors/subContractors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not

be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

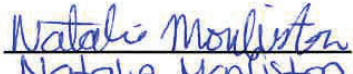
SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, the First Amendment, and this Second Amendment, the Parties agree the terms and provisions contained in this Second Amendment shall control to the extent of any such conflict or ambiguity, followed by the First Amendment. Except as otherwise amended herein, the Original Agreement shall remain in full force and effect.

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

Witnesses:



Christine Portak
(witness print name)



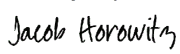
Natalie Monfiston
(witness print name)

ATTEST:



Municipal Clerk

Approved as to legal form by:

DocuSigned by:


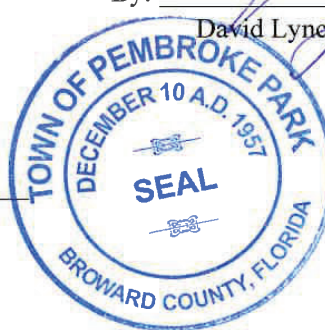
A563A1DDEFD5417...
JACOB G. HOROWITZ, Town Attorney

DocuSigned by:
By: 

E71F54705D68433...
Geoffrey Jacobs, Mayor

By: 

David Lynch, Town Manager



Contractor

Craven Thompson & Associates, Inc.

Witnesses:

Jennifer MacDonald
Jennifer MacDonald

(witness print name)

Arata Gehring
Arata Gehring

(witness print name)

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Broward



By: [Signature]

Name: Patrick J. Gibney, P.E.

Title: Vice President, Engineering

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or

☐ online notarization, this 16th day of June 2025, by Patrick J. Gibney, PE of
Craven, Thompson
& Associates, Inc., a State of Florida corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC



☒ Personally Known OR

☐ Produced Identification

Type of Identification Produced



Agenda Item Report

Subject:	Federal Railroad Administration (FRA) Inspection – Quiet Zone Compliance at Hallandale Beach Boulevard Crossing (DOT #628290Y) - Acting Public Services Director Odoms RESOLUTION NO.: 2025-028 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, DIRECTING STAFF TO INITIATE CORRECTIVE ACTIONS TO PRESERVE THE TOWN'S QUIET ZONE STATUS; AUTHORIZING COORDINATION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), THE FEDERAL RAILROAD ADMINISTRATION (FRA), AND OTHER RELEVANT AGENCIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Aug 21 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	On July 10, 2025, the Federal Railroad Administration (FRA) conducted an inspection of the Town's Quiet Zone at the Hallandale Beach Boulevard railroad crossing (DOT #628290Y), identifying several violations of the Manual on Uniform Traffic Control Devices (MUTCD) and Title 49 CFR Part 222. Deficiencies noted include: • Faded or nonstandard signage (W10-1, W10-9P) • Improper or obstructed sign placements • Vandalized equipment • Inaccurate designation of Supplemental Safety Measures (SSMs): The Notice of Establishment (NOE) lists 4-quadrant gates; however, the crossing only features 3-quadrant gates. Due to the absence of federally compliant SSMs, the FRA has placed the Town on notice, requiring: • A mitigation plan within 30 days • Full corrective action within 90 days Failure to comply could result in suspension or termination of the

	Quiet Zone designation.
Staff Recommendations:	Strategic Considerations: Option 1: Maintain the Quiet Zone • Initiate corrective actions including consultant engagement and coordination with FDOT • Cost implications likely related to signage upgrades, possible gate enhancements, and compliance documentation Option 2: Voluntary Termination • Submit Notice of Termination to FRA, the railroad, and FDOT • Relieves the Town of federal Quiet Zone requirements • Train horns would resume sounding, affecting residents Liability Considerations Regardless of the Quiet Zone status, the Town remains liable for public right-of-way safety, including maintenance of traffic control devices and signage. Staff seeks policy direction from the Commission: • Should the Town proceed with corrective action to preserve the Quiet Zone status? OR • Should the Town begin the formal Quiet Zone termination process and develop a public communication plan? Upon direction, staff will immediately begin preparing either the required mitigation plan or Notice of Termination and work with legal, engineering, and regulatory stakeholders accordingly.
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Resolution No. 2025-028](#)

[250710 - THR #000000110648 - FRA Quiet Zone Inspection](#)

RESOLUTION NO. 2025-028

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, DIRECTING STAFF TO INITIATE CORRECTIVE ACTIONS TO PRESERVE THE TOWN'S QUIET ZONE STATUS; AUTHORIZING COORDINATION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), THE FEDERAL RAILROAD ADMINISTRATION (FRA), AND OTHER RELEVANT AGENCIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park has established a federally recognized Quiet Zone to limit the routine sounding of train horns within its jurisdiction; and

WHEREAS, the Federal Railroad Administration (FRA) has identified compliance deficiencies that must be addressed in order to maintain the Quiet Zone designation; and

WHEREAS, maintaining the Quiet Zone is of significant importance to the quality of life of Town residents, particularly those residing near the railroad corridor; and

WHEREAS, corrective actions may include, but are not limited to, signage upgrades, possible gate enhancements, and preparation of compliance documentation; and

WHEREAS, the Town Commission desires to preserve the Quiet Zone and direct staff to take the necessary steps to bring the Quiet Zone into compliance with federal requirements;

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Commission hereby directs staff to initiate corrective actions necessary to preserve the Town's Quiet Zone status, including coordinating with the Florida Department of Transportation (FDOT), the Federal Railroad Administration (FRA), and the railroad operator as necessary.

Section 3. The Town Manager, or designee, is authorized to take all necessary steps to implement this Resolution, subject to budgeted funds, to carry out the corrective actions.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 21st day of August, 2025.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB HOROWITZ
Town Attorney

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

INSPECTION REPORT

OMB Approval No.: 2130-0509

Inspector's Name Newton, Rory		Inspector's Signature 		Inspector's ID No. 64979		Report No. 126		Date yy mm dd 2025 07 10					
Railroad/Company Name & Address TOWN OF PEMBROKE PARK, FL 3150 SW 52nd Avenue Pembroke Park FL 33023				R/C C RR/Co. Code XPMK	Division Subdivision	RR/Co. Representative (Receipt Acknowledged) Name Jeff Odoms Title Public Works Director Email jodoms@tppl.gov Signature _____							
From: City PEMBROKE PARK		Codes 2466	Destination City & County			Codes	From Latitude						
State FL		12	City PEMBROKE PARK			2466	From Longitude						
County POLK		C105	County POLK			C105	To Latitude						
Mile Post: From		To	Inspection Point THR #000000110648			To Longitude							
Activity Code:	QZI	MUTD											
Units:	1	1											
Sub Units:	1	48											
Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/ USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
1										N	N	0	
Description - [** Comment to Railroad/Company **] Inspection of the Pembroke Park, FL, Quiet Zone, THR #000000110648. The following items were located at this crossing. - Flashing lights and gates which control traffic over the crossing and that conform to the standards contained in the MUTCD. - Constant Warning Time devices. - Power-Out Indicators. - Automatic Pedestrian Warning Bells.													
Seal Applied		Seal Removed			Hazard Class			UN/NA ID					
Violation Recommended ☐ Yes ☒ No				Latitude:				Longitude:					
Written Notification to FRA of Remedial Action is: ☐ Required ☒ Optional				Railroad Action Code		Date(mm/dd/yyyy):				Comments on back?			

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

INSPECTION REPORT
(Continuation)

OMB Approval No.: 2130-0509

Inspector's ID No.	Report No.	Report Date
64979	126	7/10/2025

Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/ USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
2	SX1021.60								628290Y	N	N	0	

Description - [** Comment to Railroad/Company **]

Inspection of the Hallandale Beach Boulevard highway-rail public grade crossing, DOT #628290Y.

Line 1 of 3.

MUTCD signs and pavement markings inspected (48).

8 - W10-1
1 - W10-4
8 - W10-9P
3 - R8-8
2 - R3-4 (No U Turn).
9 - RXR Pavement Markings
8 - Keep Off Tracks Pavement Markings.
2 - Stop Lines
4 - Dynamic Envelopes
2 - Detectable Warning Panels

Exceptions:

Westbound Traffic:

1. Redundant W10-1 & W10-9P on right shoulder and center median (excessive signs).
2. Redundant set W10-1/9P are below minimum distance per Table 2C-3.
3. W10-1s (all 4) are discolored and faded.
4. W10-9Ps are below minimum sign size per Table 8B-1.
5. W10-9P (right shoulder) damaged and faded,
6. W10-9P (right shoulder) vandalized (sticker).
7. W10-1 & W10-9P (right shoulder) falling over.
8. R8-8 (right shoulder) is a nonstandard MUTCD design. Must use signs already in inventory.
9. R8-8 (right shoulder) obstructing flashers.
10. R3-4 (center median) obstructing flashers.

Seal Applied	Seal Removed	Hazard Class	UN/NA ID
Violation Recommended ☐ Yes ☒ No		Latitude:	Longitude:
Written Notification to FRA of Remedial Action is: ☐ Required ☒ Optional		Railroad Action Code	Date(mm/dd/yyyy):
Comments on back?			

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

INSPECTION REPORT
(Continuation)

OMB Approval No.: 2130-0509

Inspector's ID No.	Report No.	Report Date
64979	126	7/10/2025

Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/ USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
3	SX1021.60								628290Y	N	N	0	

Description - [** Comment to Railroad/Company **]

Inspection of the Hallandale Beach Boulevard highway-rail public grade crossing, DOT #628290Y.

Line 2 of 3.

Exceptions:

Westbound Traffic (Continued):

11. R8-8 (center median) is a nonstandard MUTCD design. Must use signs already in inventory.
12. R8-8 (center median) twisted and not visible to westbound traffic.
13. Keep Off Tracks (right lane) patched over.

Eastbound Traffic:

1. W10-1 & W10-9P (center median) discolored and faded.
2. W10-9P (center median & right shoulder) below minimum sign size per Table 8B-1.
3. R8-8 (right shoulder) is a nonstandard MUTCD design. Must use signs already in inventory.
4. R8-8 (right shoulder) is obstructing flashers.
5. RXR Pavement Markings faded and flaking off pavement.

Seal Applied	Seal Removed	Hazard Class	UN/NA ID
Violation Recommended ☐ Yes ☒ No		Latitude:	Longitude:
Written Notification to FRA of Remedial Action is: ☐ Required ☒ Optional		Railroad Action Code	Date(mm/dd/yyyy): Comments on back?

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

INSPECTION REPORT
(Continuation)

OMB Approval No.: 2130-0509

Inspector's ID No.	Report No.	Report Date
64979	126	7/10/2025

Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/ USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
4	SX1021.60								628290Y	N	N	0	

Description - [** Comment to Railroad/Company **]

Inspection of the Hallandale Beach Boulevard highway-rail public grade crossing, DOT #628290Y.

Line 3 of 3.

Exceptions:

Southbound SW 30 Avenue Traffic:

1. W10-1 present incorrect sign for this approach and is creating sign clutter.
2. W10-4 falling over.
3. W10-4 below minimum distance to intersection per Section 2C-3.
4. W10-4 below minimum mounting height.
5. W10-4 discolored.
6. W10-9P damaged.
7. W10-9P below minimum mounting height.
8. RXR Pavement Marking faded and flaking off pavement.

Northbound Country Club Lane Traffic:

1. W10-1 incorrect sign for this approach. Should be W10-4.
2. RXR Pavement Marking faded and flaking off pavement.

Other Safety Exceptions:

1. The Notice of Establishment indicates this crossing has a Supplemental Safety Measure (SSM) using 4-quadrant gates. This crossing only has 3-Quadrant gates.

Seal Applied	Seal Removed	Hazard Class	UN/NA ID
Violation Recommended ☐ Yes ☒ No			
Latitude:		Longitude:	
Written Notification to FRA of Remedial Action is:	☐ Required ☒ Optional	Railroad Action Code	Date(mm/dd/yyyy):
			Comments on back?



Agenda Item Report

Subject:	Consideration and Approval of Agreement with the Broward County Supervisor of Elections for the 2026 State Primary and General Elections - Town Clerk Garcia-Lima Resolution No.: 2025-024 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS FOR THE 2026 PRIMARY AND GENERAL ELECTIONS, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Aug 21 2025
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	Clerk
Recommendation for Counsel to consider:	
Background Information:	The Broward County Supervisor of Elections requires municipalities to enter into agreements to outline responsibilities for use of municipal facilities, coordination of precincts, staffing, security, and other support during countywide and statewide elections. While these elections are not municipal in nature, the Town may be required to provide access to polling locations and related support. Approval of this agreement ensures proper coordination and legal compliance with state election procedures.
Staff Recommendations:	
Procurement:	
Financial Implications:	There is no financial impact.
Alternatives:	

ATTACHMENTS:

[Proposed Resolution No. 2025-024](#)

[Letter to Election Day Polling Places re 2026 Polling Location License Agreement.Katiuska Q050-2026 POLLING LOCATION LICENSE AGREEMENT\(fill\)](#)

[Q051-2026 POLLING LOCATION LICENSE AGREEMENT\(fill\)](#)

RESOLUTION NO. 2025-024

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS FOR THE 2026 PRIMARY AND GENERAL ELECTIONS, ATTACHED HERETO AS EXHIBIT “A;” PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Broward County Supervisor of Elections is responsible for conducting the 2026 Primary Election on August 18, 2026, and the General Election on November 3, 2026; and

WHEREAS, municipalities within Broward County are required to coordinate with the Supervisor of Elections for the use of municipal facilities, staffing support, security, and related services to ensure efficient administration of municipal elections; and

WHEREAS, the Town of Pembroke Park desires to cooperate with the Supervisor of Elections to support the administration of the 2026 elections in accordance with applicable state and local laws; and

WHEREAS, the Town Commission finds that entering into the agreement with the Supervisor of Election, attached hereto as Exhibit “A” is in the best interests of the citizens and residents of the Town.

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

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Town Commission hereby approves the Agreement between the Town of Pembroke Park and the Broward County Supervisor of Elections for services and support related to the 2026 Primary and General Elections, attached hereto as Exhibit “A.”

SECTION 3. The Town Manager is hereby authorized to execute the Agreement in substantially the form attached hereto as *Exhibit A*, and to take any necessary actions to implement the terms of the Agreement.

SECTION 4. The Town Commission hereby authorizes and directs the appropriate Town Officials to do all things necessary and expedient to effectuate the intent of this Resolution.

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

SECTION 6. Should any section, paragraph, sentence, clause or phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

SECTION 7. This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 13th day of AUGUST 2025.

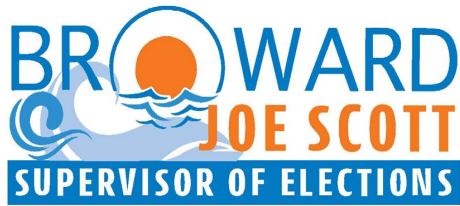
MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney



Joe Scott, Supervisor of Elections
4650 NW 21st Avenue
Fort Lauderdale, FL 33309
(954) 357-VOTE • www.browardvotes.gov

Dear Election Day Facility Manager:

On behalf of my staff and the voters of Broward County, we sincerely thank you for the use of your facility during our election cycles. Using your facility allows us to accommodate voters in an area that is familiar to them and in proximity to their homes.

As we prepare for the upcoming **2026** Election Cycle, we would like to reserve the following dates on your calendar:

Primary Election - August 18, 2026

General Election - November 3, 2026

Attached is our **Polling Location License Agreement Form** for the year 2026. **Please complete the form in its entirety, sign it, and return it by e-mail to your Community Coordinator listed below no later than Friday, August 29, 2025:**

Name: **Katiuska Carrasco** (Email Address: **KCarrasco@browardvotes.gov**)

They may be reached at **954-712-1924** to address any concerns.

In addition, you will receive communication from your Coordinator to set up an appointment to conduct an on-site visit.

Again, let me thank you for your commitment to the community and continuing cooperation with our office in making 2026 an outstanding election year!

Sincerely,

A handwritten signature in black ink that reads "Joe Scott".

Joe Scott

Broward County Supervisor of Elections



Official Use Only:
Precinct(s) Q050

POLLING LOCATION LICENSE AGREEMENT

This License Agreement (the "License Agreement") is entered into between Joe Scott, Broward County Supervisor of Elections ("BCSOE") and Raymond Ogelsby Preserve Rer ("Owner") to use the premises described below (the "Licensed Premises/Premises") as a polling location during the 2026 Election(s) for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, on the terms and conditions at <https://tinyurl.com/8trjx2z9> and as further specified below:

Description of the Premises

Name: Raymond Ogelsby Preserve Rental
Address: 3115 SW 52nd Ave, Pembroke Park, FL 33023
Room(s): _____ Sq. Ft. _____ Capacity _____

Applicable Elections, Days, and Times

Primary Election: August 18, 2026 5:30 a.m. to close
General Election: November 3, 2026 5:30 a.m. to close

Owner Point of Contact

Who will provide access to polling place for BCSOE to set up equipment?

Name: _____ Cell: _____ Email: _____

Will facility provide BCSOE with a key prior to Election Day? Yes ☐ No ☐ (If No, provide name & phone # of person responsible for opening facility at 5:30 a.m. on Election Day.)

Name _____ Cell _____ Email _____

Emergency Contacts (Available Before AND After Business Hrs)

Emergency Contact #1 Name _____ Cell _____

Emergency Contact #2 Name _____ Cell _____

Equipment Storage, Delivery/Pickup Information

May equipment be stored in a secured and locked room? Yes ☐ No ☐

Days/Hours available for equipment delivery/pickup, Monday through Saturday: _____

Contact for Delivery/Pickup? Name _____ Cell _____ Email _____

Payment and Notices

License Fee \$ 0.00 Payable to _____

Address for payment and notices to Owner:

Attn: _____

Address _____

Street, City, State, Zip

Email: _____

Signature: _____

Date: _____

Name and Title: _____

Email: _____



Official Use Only:

Precinct(s) Q051

POLLING LOCATION LICENSE AGREEMENT

This License Agreement (the "License Agreement") is entered into between Joe Scott, Broward County Supervisor of Elections ("BCSOE") and Pembroke Park Center Commiss ("Owner") to use the premises described below (the "Licensed Premises/Premises") as a polling location during the 2026 Election(s) for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, on the terms and conditions at <https://tinyurl.com/8trjx2z9> and as further specified below:

Description of the Premises

Name: Pembroke Park Center Commission Room

Address: 3150 SW 52nd Ave, Pembroke Park, FL 33023

Room(s): _____ Sq. Ft. _____ Capacity _____

Applicable Elections, Days, and Times

Primary Election: August 18, 2026 5:30 a.m. to close

General Election: November 3, 2026 5:30 a.m. to close

Owner Point of Contact

Who will provide access to polling place for BCSOE to set up equipment?

Name: _____ Cell: _____ Email: _____

Will facility provide BCSOE with a key prior to Election Day? Yes ☐ No ☐ (If No, provide name & phone # of person responsible for opening facility at 5:30 a.m. on Election Day.)

Name _____ Cell _____ Email _____

Emergency Contacts (Available Before AND After Business Hrs)

Emergency Contact #1 Name _____ Cell _____

Emergency Contact #2 Name _____ Cell _____

Equipment Storage, Delivery/Pickup Information

May equipment be stored in a secured and locked room? Yes ☐ No ☐

Days/Hours available for equipment delivery/pickup, Monday through Saturday: _____

Contact for Delivery/Pickup? Name _____ Cell _____ Email _____

Payment and Notices

License Fee \$ 0.00 Payable to _____

Address for payment and notices to Owner:

Attn: _____

Address _____

Street, City, State, Zip

Email: _____

Signature: _____

Date: _____

Name and Title: _____

Email: _____



Agenda Item Report

Subject:	Consideration of approval of eliminating Business Tax Receipts (BTRs) - Town Manager Lynch ORDINANCE NO.: 2025-003 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATED TO LOCAL BUSINESS TAX RECEIPTS; REPEALING CHAPTER 15, ARTICLE II OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "BUSINESS TAX RECEIPTS;" PROVIDING FOR THE REPEAL OF ALL BUSINESS TAX RECEIPTS LEVIED BY THE TOWN IN ACCORDANCE WITH CHAPTER 205, F.S.; AMENDING SECTION 28-187.1, ENTITLED "SPECIFIC USE REGULATIONS;" PROVIDING FOR CONSISTENCY IN THE CODE; PROVIDING FOR TRANSITION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - August 13, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	This agenda item seeks direction from the Town Council regarding the elimination of Business Tax Receipts (BTRs) within the municipality. Staff is requesting discussion and potential action on whether to move forward with repealing the BTR ordinance and discontinuing the associated program. Business Tax Receipts are currently required for all businesses operating within the Town limits, in accordance with Florida Statutes and the Town's Code of Ordinances. These receipts generate annual revenue and allow the Town to track and regulate local business activity. However, concerns have been raised regarding the administrative burden on business owners, the limited revenue benefit relative to the effort of enforcement, and whether the BTR program aligns with the Town's goals of being business-friendly and streamlined in operations. Elimination of the BTR activity will not eliminate the certificate of use requirement in our Town. The current staff will

	remain in place in order to enforce proper zoning compliance by the local business along with payment of the relatively low certificate of use fee. In other words, loss of the BTR will not reduce the building department's monitoring activity as it relates to each individual business operator. Staff has conducted a preliminary review of revenue generated from BTRs over the last three years and evaluated potential impacts of discontinuing the program.
Staff Recommendations:	
Procurement:	
Financial Implications:	In FY 2024, BTRs generated approximately \$402,987.01 in revenue. Eliminating BTRs would result in a reduction of this annual revenue.
Alternatives:	

ATTACHMENTS:

[Proposed Ordinance 2025-003](#)
[2025-003 - Business Impact Statement](#)

ORDINANCE NO. 2025-003

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATED TO LOCAL BUSINESS TAX RECEIPTS; REPEALING CHAPTER 15, ARTICLE II OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "BUSINESS TAX RECEIPTS;" PROVIDING FOR THE REPEAL OF ALL BUSINESS TAX RECEIPTS LEVIED BY THE TOWN IN ACCORDANCE WITH CHAPTER 205, F.S.; AMENDING SECTION 28-187.1, ENTITLED "SPECIFIC USE REGULATIONS;" PROVIDING FOR CONSISTENCY IN THE CODE; PROVIDING FOR TRANSITION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sec. 205.042, F.S. authorizes the governing bodies of municipalities, by appropriate resolution or ordinance, to levy a business tax for the privilege of engaging in or managing any business, profession or occupation within its jurisdiction; and

WHEREAS, the Town Commission of the Town of Pembroke Park (the "Town"), through the adoption of Ordinance No. 58-2-1, as amended, created Chapter 15, Article II of the Town's Code of Ordinances, providing for the levy of business tax receipts (formerly occupational licenses) in the Town; and

WHEREAS, Sec. 205.0535, F.S., provides that municipalities may, by majority vote, adopt an ordinance repealing business tax receipts; and

WHEREAS, the Town's professional staff has conducted a financial analysis and concluded that revenue generated from the Town's levy of a business tax is not fiscally necessary for the future operations of the Town; and

WHEREAS, the Town's professional staff has recommended the elimination of business tax receipts in the Town; and

WHEREAS, the Town Commission finds that repeal of Chapter 15, Article II of the Town's Code of Ordinances and the elimination of business tax receipts in the Town is in the best interests of the citizens, residents and businesses of the Town.

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

Section 1. Adoption of Representations. The foregoing "whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance. **Section 2.** That Chapter 15, Article II of the Town's Code of Ordinances, entitled "Business Tax Receipts" is hereby repealed, as follows:

Section 3. That Chapter 28, entitled "Zoning," Article III, entitled "District Regulations" is amended by specifically amending Sec. 28-187.1, entitled "Specific Use Regulations," is hereby amended, as follows:

Sec. 28-187.1. - Specific use regulations.

The specific conditions set forth below shall be applied to each proposed use during site development plan review when a site development plan is required or prior to the issuance of a certificate of use:

...

Pain clinics. No pain clinics or pain management facilities (collectively referred to as pain clinics) shall be permitted to operate within two thousand five hundred (2,500) feet of another pain clinic. This measurement shall include pain clinics operating within and outside of the Town's municipal boundaries and shall be measured by an airline measurement from the closest point of the parcels of land upon which the structures are located. No pain clinic shall be permitted to operate within one thousand (1,000) feet of either a drug store or pharmacy as defined herein. Additionally, all pain clinics shall be subject to the following conditions:

...

(3) All pain clinics shall, by September 1 of each year, submit proof of the State required registration as defined in F.S. Ch. 456.

...

(17) The application for a pain clinic shall, at a minimum, include the following information:

...

f. A disclosure of interest affidavit to identify the natural persons having the ultimate ownership interest in the business. The disclosure of interest affidavit shall provide in detail as applicable all principal stockholders and the percentage of stock owned by each, or a list of the trust beneficiaries and the percentage of interest held by each, or a list of the principals including the general and limited partners. Where principal officers, stockholders, beneficiaries or partners consist of other corporations, trusts, partnerships or similar entities, further disclosure shall be made to identify the natural person having the ultimate ownership interests. The disclosure of interest affidavit information shall be updated annually by September 1 of each year or at any time that there is a change in ownership or natural person as defined herein.

Section 4. Transition. The Town Commission hereby directs that the Town shall not collect payments of local business tax receipts from any business in the Town following passage of this ordinance on first reading and pending the final adoption thereof.

Section 5. Conflicts. All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Inclusion in Code. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall at some time in the future become

and be made a part of the Code of Ordinances of the Town of Pembroke Park and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 8. Effective Date. This Ordinance shall become effective upon passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 22ND DAY OF MAY, 2025.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS 13TH DAY OF AUGUST, 2025.

ATTEST:

MAYOR GEOFFREY JACOBS

Cynthia Garcia-Lima
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Town Attorney

VOTE

ASHIRA MOHAMMED	_____
GEOFFREY JACOBS	_____
MUSFIKA KASHEM	_____

WILLIAM R. HODGKINS _____

ERIK MORRISSETTE _____



BUSINESS IMPACT ESTIMATE¹

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The proposed ordinance seeks to repeal the Town's requirement for businesses to obtain an annual Business Tax Receipt (BTR) to operate within municipal limits. This action would eliminate the associated application, classification, and renewal processes currently in place. The repeal is intended to reduce regulatory burdens on businesses and streamline municipal operations by eliminating a duplicative licensing requirement.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs:
There are no direct business compliance costs.
- b. New Charges/Fees on Businesses Impacted:
The Business Tax Receipts account 3% of the Town's revenue. Therefore, since the town is repealing the BTRs, this would not be applicable as there are no new charges being imposed on businesses.
- c. Estimate of Regulatory Costs:

There are no new regulatory costs associated with this Ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted: Not applicable.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

¹ Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).





Agenda Item Report

Subject:	Consideration of Approval of Ordinance Amending Article III, Division 6, M-1 Industrial District, of the Town Code - Town Planner Von Der Meulen File No.: 25-Z-03 Request: M-1 Text Amendment ORDINANCE NO.: 2025-004 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ZONING;" BY SPECIFICALLY AMENDING ARTICLE III, DIVISION 6, ENTITLED "M-1 INDUSTRIAL DISTRICT;" AMENDING SEC. 28-211, ENTITLED "INTENT AND DEFINITIONS;" AMENDING SEC. 28-211.5, ENTITLED "PERMITTED USES;" AND AMENDING SEC. 28-218, ENTITLED "SPECIAL HOURS OF BUSINESS OPERATIONS;" PROVIDING FOR A TEXT AMENDMENT TO THE M-1 (INDUSTRIAL) ZONING DISTRICT TO ALLOW FOR CERTAIN LARGE RETAIL USES WITHIN THE DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Aug 21 2025
Prepared For:	Town Commission
Staff Contact:	
Dept/Group:	
Recommendation for Counsel to consider:	
Background Information:	This item seeks Town Council consideration of an ordinance amending Article III, Division 6 of the Pembroke Park Code of Ordinances, specifically Section 28-211 (Permitted Uses) and Section 28-218 (Special Hours of Business Operations), to allow for certain large retail uses within the M-1 Industrial Zoning District. The proposed amendment is intended to provide flexibility for specific large-scale retail operations that are compatible with the character and intent of the M-1 district, while also incorporating safeguards and operational hour limitations to minimize potential impacts to surrounding properties.

	On July 21, 2025, the Planning & Zoning Board met, and they moved forward with recommending that the Commission approve the ordinance.
Staff Recommendations:	Staff recommends approval of the proposed ordinance amendment.
Procurement:	
Financial Implications:	There is no financial impact.
Alternatives:	

ATTACHMENTS:

[Proposed Ordinance 2025-004](#)

[25-Z-03 Staff Report](#)

[DIVISION 6. M 1 INDUSTRIAL DISTRICT-Strikethrough Underline](#)

ORDINANCE NO. 2025-XXX

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ZONING;" BY SPECIFICALLY AMENDING ARTICLE III, DIVISION 6, ENTITLED "M-1 INDUSTRIAL DISTRICT;" AMENDING SEC. 28-211, ENTITLED "INTENT AND DEFINITIONS;" AMENDING SEC. 28-211.5, ENTITLED "PERMITTED USES;" AND AMENDING SEC. 28-218, ENTITLED "SPECIAL HOURS OF BUSINESS OPERATIONS;" PROVIDING FOR A TEXT AMENDMENT TO THE M-1 (INDUSTRIAL) ZONING DISTRICT TO ALLOW FOR CERTAIN LARGE RETAIL USES WITHIN THE DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park (the "Town") seeks to amend the M-1 Industrial Zoning District to allow for certain large retail uses within the District; and

WHEREAS, the Town's Planning Board, acting as the local planning agency, at its meeting of July 21, 2025, found that the proposed amendments to Chapter 28 of the Town's Code of Ordinances are consistent with the Town's Comprehensive Plan and the Planning Board recommended approval of these amendment to the Town Commission; and

WHEREAS, in accordance with Sec. 166.041, F.S., the Town Commission has considered the ordinance at duly noticed public hearings as required by Florida law; and,

WHEREAS, the Town Commission hereby finds that amending the Town's Code of Ordinances as set forth herein is in the best interest of the health, safety and welfare of the Town of Pembroke Park, Florida.

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

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. CHAPTER 2 OF TOWN CODE AMENDED. Article III, entitled "District Regulation," of Chapter 28 of the Town Code, entitled "Zoning," is hereby amended by specifically amending Section 28-211, entitled "Intent and Definitions," Section 28-211.5, entitled "Permitted Uses," and Section 28-218, entitled "Special Hours of Business Operation," as follows:

Sec. 28-211. - Intent and definitions.

The M-1 Industrial District is intended for industrial uses and certain large retail uses not in conflict with any ordinance of the Town regulating nuisances and for such uses not involving the use of materials, processes or machinery likely to cause undesirable effects upon neighboring or adjacent residential or business property. The M-1 Industrial District may directly abut a residential or business district and the activities allowed in an M-1 Industrial District are intended to be such as may be compatible with such neighboring districts under the requirements provided in this division to minimize conflict, and to preserve the M-1 Industrial Districts for its primary purpose, to wit: industrial development. Residential uses are not allowed therein.

For purposes of the regulations of the M-1 Industrial District "Residential" shall be deemed to include not only single-family residences but multifamily residential use and mobile home park use in addition thereto; furthermore, "residential zoning" shall also be deemed to include zoning classifications where single-family residences, multi-family residences, or mobile home park use is allowed.

For purposes of applying the regulations of the M-1 Industrial District in Sections 28-212, 28-213, 28-214, and the regulations of the M-1 Zoning District as applicable to non-conforming uses and structures, the word "expand" or "expansion" shall not be limited to an increase in land area, but shall also include an increase in building or structure envelope, an increase in off-street parking utilization, or an intensification to the use evidenced by improvements or alterations made to the site or building since the date the use became non-conforming (alterations and improvements made without permits from the last set of plans on file with the Town shall be conclusively presumed to have been

Page 2

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Words in underlined type are additions.

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made after the date the use became non-conforming), or evidenced by a discernible increase in adverse secondary effects in terms of noise, vibration, objectionable odors, air or water pollution, light, traffic congestion, adverse impacts to public safety, or like adverse effects.

...

Sec. 28-211.5. - Permitted uses

Except as provided in Section 28-212 and Section 28-213, no building or structure, or part thereof, shall be erected, altered, occupied or used, or land or water area occupied or used, in whole or in part, in the M-1 Industrial District for other than one (1) or more of the following permitted uses:

...

(m) Retail uses with a minimum building square footage of 75,000 square feet as part of a unified development site with direct access to Hallandale Beach Boulevard. Such uses will require an allocation of commercial flexibility from the Town Commission concurrent with the site plan application. Retail uses approved under this section will not be subject to the special hours restrictions set forth in Section 28-218.

...

Sec. 28-218. - Special hours of business operation.

All uses in the M-1 Industrial District located within two hundred fifty (250) feet of any residentially zoned district may only operate during the following hours:

(a) Monday through Saturday: 7:00 a.m. to 7:00 p.m.; Sunday 9:00 a.m. to 4:00 p.m.

(b) Clerical, bookkeeping and related administrative activities and retail uses permitted by Section 28-211.5(m) are not subject to the hours of operation set forth in the preceding paragraph, and may be conducted at any time.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be

Page 3

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Words in underlined type are additions.

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renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

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

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

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

(REMAINDER INTENTIONALLY LEFT BLANK)

Page 4

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

Page 6 of 19

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**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2025.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2025.**

ATTEST:

MAYOR GEOFFREY JACOBS

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Town Attorney

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

Town of PembrokePark

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



TO: Mayor & Town Commission

FROM: Michael Vonder Meulen, AICP, Consultant Town Planner, KEITH

MEETING DATE: August 21, 2025, Town Commission

SUBJECT: 25-Z-03 / M-1 Text Amendment

APPLICANT: Town of Pembroke Park

REQUEST:

Amend Article III, Division 6, M-1 Industrial District, Sec. 28-211 Permitted uses and Sec. 28-218 Special Hours of Business Operations” of the Pembroke Park Code of Ordinances to allow for certain large retail uses within the M-1 zoning district.

RECOMMENDED ACTION:

The Consultant Town Planner recommends approval of this M-1 text amendment and also recommends the item be placed on the next available Town Commission meeting for a public hearing. The Planning and Zoning Board held a public hearing on July 21st and unanimously recommended approval of the proposed text amendments.

ITEM TO BE CONSIDERED BY THE TOWN COMMISSION:

- 25-Z-03 / M-1 Text Amendment

TEXT AMENDMENTS

The proposed text amendments aims to permit big box retailers to operate within the town, thereby enhancing the local economy and promoting overall economic growth. The proposed text amendments are as follows:

Sec. 28-211. - Intent and definitions.

The M-1 Industrial District is intended for industrial uses and certain large retail uses not in conflict with any ordinance of the Town regulating nuisances and for such uses not involving the use of materials, processes or machinery likely to cause undesirable effects upon neighboring or adjacent residential or business property. The M-1 Industrial District may directly abut a residential or business district and the activities allowed in an M-1 Industrial District are intended to be such as may be compatible with such neighboring districts under the requirements provided in this division to minimize conflict, and to preserve the M-1 Industrial Districts for its primary purpose, to wit: industrial development. Residential uses are not allowed therein.

* * *

Sec. 28-211.5. - Permitted uses

Except as provided in Section 28-212 and Section 28-213, no building or structure, or part thereof, shall be erected, altered, occupied or used, or land or water area occupied or used, in whole or in part, in the M-1 Industrial District for other than one (1) or more of the following permitted uses:

(m) Retail uses with a minimum building square footage of 75,000 square feet as part of a unified development site with direct access to Hallandale Beach Boulevard. Such uses will require an allocation of commercial flexibility from the Town Commission concurrent with the site plan application. Retail uses approved under this section will not be subject to the special hours restrictions set forth in Section 28-218.

Sec. 28-218. - Special hours of business operation.

All uses in the M-1 Industrial District located within two hundred fifty (250) feet of any residentially zoned district may only operate during the following hours:

- (a) Monday through Saturday: 7:00 a.m. to 7:00 p.m.; Sunday 9:00 a.m. to 4:00 p.m.
- (b) Clerical, bookkeeping and related administrative activities and retail uses permitted by Section 28-211.5(m) are not subject to the hours of operation set forth in the preceding paragraph, and may be conducted at any time.

ATTACHMENTS

Exhibit A – Proposed Ordinance

Exhibit B- Underline and Strikethrough of M-1 Code of Ordinances

PART II - CODE OF ORDINANCES
Chapter 28 - ZONING
ARTICLE III. - DISTRICT REGULATIONS
DIVISION 6. M-1 INDUSTRIAL DISTRICT

DIVISION 6. M-1 INDUSTRIAL DISTRICT¹

¹Editor's note(s)—Ord. No. 15-02-03, §§ 1—10, adopted February 11, 2015, amended division 6 in its entirety to read as herein set out. Former division 6, §§ 28-211—28-2119, pertained to similar subject matter. See Code Comparative Table for complete derivation.

Cross reference(s)—Licenses and business regulations, Ch. 15.

Sec. 28-211. Intent and definitions.

The M-1 Industrial District is intended for industrial uses and certain large retail uses not in conflict with any ordinance of the Town regulating nuisances and for such uses not involving the use of materials, processes or machinery likely to cause undesirable effects upon neighboring or adjacent residential or business property. The M-1 Industrial District may directly abut a residential or business district and the activities allowed in an M-1 Industrial District are intended to be such as may be compatible with such neighboring districts under the requirements provided in this division to minimize conflict, and to preserve the M-1 Industrial Districts for its primary purpose, to wit: industrial development. Residential uses are not allowed therein.

For purposes of the regulations of the M-1 Industrial District "Residential" shall be deemed to include not only single-family residences but multifamily residential use and mobile home park use in addition thereto; furthermore, "residential zoning" shall also be deemed to include zoning classifications where single-family residences, multi-family residences, or mobile home park use is allowed.

For purposes of applying the regulations of the M-1 Industrial District in Sections 28-212, 28-213, 28-214, and the regulations of the M-1 Zoning District as applicable to non-conforming uses and structures, the word "expand" or "expansion" shall not be limited to an increase in land area, but shall also include an increase in building or structure envelope, an increase in off-street parking utilization, or an intensification to the use evidenced by improvements or alterations made to the site or building since the date the use became non-conforming (alterations and improvements made without permits from the last set of plans on file with the Town shall be conclusively presumed to have been made after the date the use became non-conforming), or evidenced by a discernible increase in adverse secondary effects in terms of noise, vibration, objectionable odors, air or water pollution, light, traffic congestion, adverse impacts to public safety, or like adverse effects.

(Ord. No. 15-02-03, § 1, 2-11-15; Ord. No. 2022-002, § 1, 4-13-22)

Sec. 28-211.5. Permitted uses.

Except as provided in Section 28-212 and Section 28-213, no building or structure, or part thereof, shall be erected, altered, occupied or used, or land or water area occupied or used, in whole or in part, in the M-1 Industrial District for other than one (1) or more of the following permitted uses:

- (a) Manufacture and distribution of:
 - Aerospace composites;
 - Apparel related products;
 - Assembled paper products;
 - Aviation technology;
 - Ceramics;
 - Computer components;
 - Cosmetics;
 - Electronic and electrical equipment, systems, components, instruments, and peripherals;
 - Finished wood products;
 - Food packaging and distribution;
 - Footwear;

(Supp. No. 42)

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Furniture and fixtures;
Image recognition devices;
Jewelry;
Leather products;
Machinery;
Manufacturing technology;
Medical equipment and supplies;
Musical instruments;
Optics;
Pharmaceuticals and medicines;
Robotics; and,
Transportation parts and equipment.

- (b) Development or distribution of artificial intelligence or computer and telecommunications software.
- (c) Medical and biomedical educational or scientific research, testing, or development facilities (not schools) or laboratories.
- (d) Warehouse and storage buildings associated with manufacturing, assembly and distribution of goods and equipment, including self-storage facilities; provided however, that in addition to all other requirements of the Town, adequate areas are available for the storage of trucks used in the operation so that they are not parked in streets, driveways, automobile parking spaces or landscaped areas.
- (e) Storage in bulk within warehouse and storage buildings of: brick, building materials, cement, clay products, concrete products, contractors' equipment, cotton, grain, gravel, hay, lead, plaster, pipe, lumber, machinery, roofing materials, rope, sand, stone, terra cotta, timber, wood or wool.
- (f) The following service and trade establishments:
 - Bakery;
 - Boat repair;
 - Bookbinding;
 - Cheese making;
 - Cleaning and dyeing establishments;
 - Communication - information/data processing;
 - Cutting or blending of liquor;
 - Diaper service;
 - Drapery and blind fabrication and service;
 - Egg storage, handling or processing;
 - Electroplating;
 - Exterminating;
 - Food catering;

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Glass and mirror shop;

Janitorial;

Laundry;

Linen supply;

Machinery repair;

Magazine wholesale agency;

Manufacture of powder blends, potting compounds and plastisols;

TV / Motion picture studio / recording studio;

Pattern making;

Plumbing or electrical shop;

Printing, publishing, lithography and engraving; and,

Buildings for telecommunications and utility operations (except communications towers which are regulated elsewhere under this Code).

- (g) Employee-based offices that do not serve the general public including, but not limited to, the following use categories (subject to applicable restrictions on and limitations as may be provided in the Town's Comprehensive Plan):

Medical billing and processing;

Data processing;

Computer software development and technical support;

Mail order (no walk-up retail sales);

Burglar alarm monitoring services;

Pest control services;

Land surveying operations; and,

Property management or landscape maintenance services.

- (h) Exercise and gym and sport training facilities that are noise controlled.

- (i) The following repair and shop uses:

Awning and canvas;

Carpenter and cabinet;

Contractor shop;

Electronic equipment repair;

Furniture repair;

Home appliance repair;

Lawn mower and motorcycle repair;

Locksmith;

Sharpening and grinding;

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Upholstering shop; and,

Automotive, truck, motorcycle or boat engine repair, maintenance or testing (no body work, frame repairs, or painting unless approved pursuant to Sec. 28-212 of this Code).

- (j) Blacksmith and welding.
- (k) Carpet and rug cleaning.
- (l) Wholesale meat, poultry, and fish distribution.
- (m) Retail uses with a minimum building square footage of 75,000 square feet as part of a unified development site with direct access to Hallandale Beach Boulevard. Such uses will require an allocation of commercial flexibility from the Town Commission concurrent with the site plan application. Retail uses approved under this section will not be subject to the special hours restrictions set forth in Section 28-218.

(Ord. No. 15-02-03, § 2, 2-11-15; Ord. No. 2022-002, § 2, 4-13-22)

Sec. 28-212. Uses requiring approval by special exception.

- (a) Except as provided in subsection (c), the following uses may be allowed on property located within the M-1 Industrial District, provided such uses (and every subsequent change, alteration or expansion or relocation thereof) are approved by Special Permit as provided in subsection (b) below or by Special Exception in accordance with the provisions contained in Division 6 of this Chapter:
 - (1) Manufacture and/or storage of cement, lime, plaster, asphalt, brick, tile, concrete or products thereof;
 - (2) Packing plants or canning plants;
 - (3) Petroleum storage or transfer;
 - (4) Fabrication of Metal Products, excluding foundry and drop forging, but including stamping, dieing, shearing or punching;
 - (5) Paint or varnish manufacture;
 - (6) Open air storage in bulk of brick, building materials, butane, cement, clay products, concrete products, contractors' equipment, cotton, fuel, gasoline, grain, gravel, hay, lead, lime, plaster, pipe, lumber, machinery, propane, roofing materials, rope, sand, stone, terra cotta, timber, wood or wool;
 - (7) Use of automatic screw machines;
 - (8) Motor freight terminals;
 - (9) Manufacturing of chemicals which are not prohibited under the provisions of Section 28-219;
 - (10) Automobile, boat, motorcycle or truck body work, frame repairs or painting;
 - (11) Taxidermy;
 - (12) Any manufacturing or chemical process that regularly involves the use or storage of any one chemicals in quantities greater than fifty (50) gallons per day;
 - (13) Recovered Materials Processing Facilities which meet the conditions of F.S. § 403.7045 (1)(e) (2020), as amended (and which therefore are not solid waste management facilities), and which do not accept or process household waste or putrescible waste; and
 - (14) Uses and activities clearly accessory to a use allowed by Special Exception.

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- (b) The Town Commission may approve, or conditionally approve, by granting a Special Permit, any use (or a change, alteration, expansion, or relocation thereof) which is listed in this section, provided such use and the change, alteration or expansion or relocation thereof: takes place in a fully enclosed building, involves no more than five thousand (5,000) square feet of floor area, and is not reasonably likely to generate any material and detrimental increase in adverse secondary effects in terms of noise, vibration, objectionable odors, air or water pollution, light, traffic, traffic congestion, adverse impacts to public safety, or like adverse effects. The process and procedure applicable to Special Permits in the M-1 Industrial District is set forth in Section 28-214 of this Code, and this process and procedure is intended to be more expeditious than the process and procedure for granting Special Exceptions. Should the Town Commission determine not to grant a Special Permit under this subsection (b), or should the application does not meet the qualifying requirements of this subsection (b), a Special Exception shall be required in order to allow such use, or the alteration, expansion, or re-location thereof.
 - (c) Whenever the Town enacts an amendment to this section which makes or classifies certain previously permitted uses as being allowable in the M-1 Zoning District by Special Exception, then such uses may continue without obtaining a Special Permit or a Special Exception; however, they may not change their primary operation, alter, or expand without obtaining such approval.

(Ord. No. 15-02-03, § 3, 2-11-15; Ord. No. 2022-002, § 3, 4-13-22)

Sec. 28-213. Lawfully established nonconforming uses.

This Section creates special zoning regulations applicable to the M-1 Industrial District that supersede any other zoning regulations that determine the extent (e.g. in terms of size and intensity) to which non-conforming uses in the M-1 Industrial District may continue. Whenever the Town enacts an amendment to the M-1 Industrial District which classifies a use which was a permitted use or an allowable use by Special Exception immediately prior to the amendment as a prohibited use, then such use shall be considered a non conforming use, and such use may not change its primary operation, or alter or expand, unless such change, alteration, or expansion is authorized by an express provision of this District or approval authorized in this District. Nothing in this section shall prevent the Town from establishing or amending any occupation, business, industry, or activity regulatory ordinances which may impact how certain uses which are also from a zoning standpoint non-conforming uses in this District may continue to operate, or prevent the Town from adopting additional non-conforming use zoning regulations.

- (a) Uses that were established and operating in accordance with the regulations of this District, regardless of whether such uses took place in buildings or on land, and which become listed as prohibited uses under the regulations of this District, may continue to operate as nonconforming uses, as provided in paragraphs (1), (2), or (3) below, as applicable.
 - (1) Uses that were operating in this District on or before February 11, 2015 and which became on or before February 11, 2015 listed as prohibited uses, shall be able to continue to operate under subsection (a) of this Section as non-conforming uses in the same manner they operated as of the date such uses became non-conforming (as distinguished from operations in excess of actual operations as of such date which may be allowed by federal, state, district or county law, regulations, or approvals). These uses shall not change, alter, or expand beyond the limit stated above.
 - (2) Any use that is listed in Section 28-212 of this Code as a use allowable by Special Exception or Special Permit immediately prior to becoming listed as a prohibited use under the regulations of this District sometime after February 12, 2015 shall be able to continue to operate under subsection (a) of this Section as a non-conforming use to the extent of the greater of (i) such use's last Special Permit or Special Exception issued by the Town Commission after February 12,

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2015 and before the effective date of the Town Ordinance defining such use as a prohibited use, or (ii) in the same manner in which the use operated as of the effective date of the Town Ordinance defining such use as a prohibited use (as distinguished from operations in excess of actual operations as of such date which may be otherwise be allowed by federal, state, district or county law, regulations, or approvals). These uses shall not change, alter, or expand beyond the limit stated above.

- (3) Any use that is listed in Section 28-211.5 of this Code as a permitted use immediately prior to being listed as a prohibited use under the regulations of this District sometime after February 12, 2015, shall be able to continue to operate under subsection (a) as a non-conforming use; however, these uses may be extended throughout any building in which they may be located, provided no structural alterations (except those required by law or ordinance, or ordered by an authorized officer to assure the safety of the building), are made therein. These uses shall not further change, alter, or expand beyond the limit stated above.

(Ord. No. 15-02-03, § 4, 2-11-15; Ord. No. 2022-002, § 4, 4-13-22)

Sec. 28-214. Applications for special permits.

- (a) An application for a Special Permit for any use or change, alteration or expansion or relocation thereof which is allowed pursuant to the provisions of Sec. 28-212 (b) of this Code shall contain the following information: name and address of the applicant; legal description of the property upon which the activity is sought to be specially permitted; plans detailing the exterior and interior improvements and alterations intended in connection with the proposed activity, and when the application involves more than two thousand five hundred square feet (2,500 SF) of floor space (i) a report of a traffic engineer as to the daily number of trips generated by the proposed activity and off-street parking requirements needed for the proposed activity, and (ii) an impact analysis report by a Professional Engineer detailing any adverse effects of noise, light, odors, traffic, objectionable odor, air or water pollution, vibration, impacts to public safety, or other similar potential adverse effects associated with the application. The Town Planner may reasonably deviate from the requirements of the prior sentence, and may require additional or different submissions which relates to the criteria set forth herein and in Subsection Sec. 28-212 (b) of this Code (such as, for example, a flow sheet or process description indicating the process utilized and the method of such utilization, the compounds and chemicals utilized in such process, etc.).
- (b) The applicant shall make application on forms provided by the Town and shall pay such application fee and pay all costs and expenses of the Town as may be applicable to such matters from time to time.
- (c) The Town Commission shall hold a quasi-judicial public hearing on the application and shall give notice of such hearing by (i) publication on the Town's Website at least ten (10) days before the date of the hearing, and (ii) written notice in United States Mail to all owners of property as disclosed by the most recent ad valorem tax roll within three hundred (300) feet of the proposed use which is mailed at least ten (10) days before the date of the hearing.

(Ord. No. 15-02-03, § 5, 2-11-15; Ord. No. 2021-003, § 5, 3-10-21; Ord. No. 2022-002, § 5, 4-13-22)

Sec. 28-215. Restricted area of use.

- (a) Any and all uses shall be performed in areas approved for said use, as provided by the Code of Ordinances of the Town of Pembroke Park, Florida. No disassembly, assembly, repair, fabrication, processing, work, or storage of products, raw materials, or inventory, shall be allowed in any designated parking area, roadway, driveway, pedestrian walkway or emergency vehicle access way. Except as may be otherwise prohibited by this Code, the storage of goods and products and inventory and equipment outdoors in areas other than a

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driveway, pedestrian walkway, emergency vehicle access way, or required off-street parking area may be approved by the Town Commission; provided, the Commission determines that such area appropriately visually screened from view from the ground from adjacent property (in light of the site characteristics and utilization), and provided the Town Commission determines the material or equipment as so located and utilized does not create any adverse effects of noise, light, odors, traffic, objectionable odor, air or water pollution, vibration, impacts to public safety, or other similar potential adverse effects, or incompatibilities in terms of aesthetics with surrounding property.

- (b) Off-street parking spaces shall be used for temporary parking of operable vehicles, and not for storage of operable vehicles (i.e. fleet vehicle parking) unless such storage areas have been approved by the Town Commission. Off-street parking spaces shall not be used for temporary parking or storage of in-operable vehicles or vehicles that do not have a current tag and registration.
- (c) No automobile, truck, motorcycle or boat body work, repairs or painting shall take place or be allowed outside of a building. No automobile, truck, motorcycle or boat parts, tires, petroleum products, paints or other hazardous materials shall be stored outside of a building. All motor vehicle cleaning or detailing uses shall comply with the provisions listed in 28-187.1(c)(3) to collect, store and dispose of polluted water, solvents or other cleaning products.

(Ord. No. 15-02-03, § 6, 2-11-15; Ord. No. 2022-002, § 6, 4-13-22)

Sec. 28-216. Reserved.

Sec. 28-217. Separation standards.

- (a) The following uses in the M-1 Industrial District are prohibited to be located within one hundred (100) feet of any residentially zoned district in the Town: automotive, truck, motorcycle or boat engine repair, maintenance or testing. For the purpose of this section this shall include any building used for such purpose.
- (b) A Recovered Materials Processing Facility in the M-1 Industrial District shall be prohibited from being located within five hundred (500) feet of any residentially zoned district in the Town. This provision shall not be construed to discourage or prohibit individuals and business entities that are participating in recycling programs as part of their normal business operation, provided that the primary use of such individuals or business entities is not a Recovered Materials Processing Facility. For the purpose of this section this shall include any building, any outdoor area used for such purpose. Prior to February 11, 2015, the separation standard set forth in this subsection was three hundred (300) feet. As to any Recovered Materials Processing Facility that was established and operating in accordance with the regulations of this District prior to February 11, 2015, such Facility shall remain subject to the former three hundred (300) foot standard and shall not be considered non-conforming for not meeting the current, increased separation requirements of the first sentence of this subsection; however, should such Facility relocate from its current location, such relocation must comply with the increased separation standard set forth in the first sentence of this subsection.
- (c) The following activities in the M-1 Industrial District are prohibited from being located within one hundred fifty (150) feet of any residentially zoned district in the Town: automobile, boat, motorcycle or truck body work, frame repairs or painting.
- (d) Any use listed in this Section which violates the separation requirements of this section may continue in nonconforming status, but may not relocate from its current location unless it is relocated so as to comply with the applicable separation standard herein. If any use in non-conforming status under this Section is discontinued for a period of ninety (90) days or more, it shall lose such status, and shall thereafter be illegal in such location; provided however, that such use will not be considered discontinued if the discontinuance is

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a result of natural or manmade disasters or calamity such as a wide spread epidemic, war, terrorism, or hurricane.

(Ord. No. 15-02-03, § 8, 2-11-15; Ord. No. 2022-002, § 7, 4-13-22)

Sec. 28-218. Special hours of business operation.

All uses in the M-1 Industrial District located within two hundred fifty (250) feet of any residentially zoned district may only operate during the following hours:

- (a) Monday through Saturday: 7:00 a.m. to 7:00 p.m.; Sunday 9:00 a.m. to 4:00 p.m.
- (b) Clerical, bookkeeping and related administrative activities and retail uses permitted by Section 28-211.5(m) are not subject to the hours of operation set forth in the preceding paragraph, and may be conducted at any time.

(Ord. No. 15-02-03, § 9, 2-11-15; Ord. No. 2022-002, § 9, 4-13-22)

Sec. 28-219. Prohibited uses.

The following uses shall be prohibited in the M-1 Industrial District:

- (a) Manufacturing of cleaning, solvent, exterminating, or disinfecting chemicals, or other hazardous substances as defined by the National Fire Protection Association;
- (b) Manufacture or storage of explosives;
- (c) Petroleum products refining;
- (d) Stock or slaughter yards;
- (e) Rendering plant or glue works;
- (f) Pulp mills, saw mills, or paper mills;
- (g) Oil compounding, manufacturing, or barreling;
- (h) Open air storage in bulk of asphalt, coal, grease, liquor, tar, tarred or creosoted products, or wine. This prohibition does not apply to storage of these materials in warehouses;
- (i) Insecticide manufacturing;
- (j) Storage, sale, salvage, transfer, or disposal of junk, scrap, or used parts where such items are not recyclable material or recovered materials as defined by Section 403.703, Florida Statutes;
- (k) Except where otherwise listed in Section 28-211.5 or 28-212, the use of any material not environmentally neutral and which can cause noxious odors when emitted to the air;
- (l) Manufacture or storage of explosives;
- (m) Retail stores, sales or service unless specifically listed as a permitted use;
- (n) Amusement enterprises;
- (o) Sale or leasing of automobiles, trucks, boats, or recreational vehicles;
- (p) Bars, cocktail lounges, or night clubs;
- (q) Grocery store and meat markets;
- (r) Fertilizer manufacturing (excluding mixing and packaging, and sale of in-bag inorganic fertilizer);

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- (s) Foundries;
 - (t) Rock and sand crushing plants;
 - (u) Tannery and slaughterhouse;
 - (v) Airport;
 - (w) Adult day care;
 - (x) Bus storage or repair facilities;
 - (y) Hospitals, sanitariums, orphanages and similar institutions for the care or treatment of persons;
 - (z) Hotels, motels, apartment hotels, rooming, boarding or lodging houses, except if granted commercial flex and approved by the Town Commission;
 - (aa) Institution for the housing of sick, indigent, aged or minor persons.
 - (bb) Residential uses including mobile homes and recreational vehicles, except for one accessory manager's / security quarters per complex not exceeding 400 square feet;
 - (cc) Pharmacies, drug treatment centers, pain centers or clinics;
 - (dd) Cultivation, growing, processing or distribution of medical or prescription drugs or substances;
 - (ee) Assembly uses for persons, including, but not limited to, convention and meeting centers, auditoriums, and convention centers;
 - (ff) Penal or correctional institutions, jails, detention centers, temporary or transitional housing or shelters, or treatment centers or facilities for disorders, addictions, or other health or social problems;
 - (gg) Solid waste management facilities as defined by State law; and
 - (hh) The following types of solid waste related uses and operations are prohibited anywhere within this District: landfills, incinerators, pulverizers, compactors, composters or composting, solid waste disposal facilities, hazardous waste facilities, hazardous waste management facilities, and transfer stations.

(Ord. No. 15-02-03, § 10, 2-11-15; Ord. No. 2022-002, § 10, 4-13-22)

Sec. 28-220. Height restrictions.

No building or structure in the M-1 Industrial District shall be constructed or altered whereby the finished building height exceeds eighty (80) feet. Notwithstanding the aforesaid height restriction in this section, the Town Commission may grant a special exception upon request of a property owner to permit construction or alteration of a building or structure with a finished building height of up to one hundred (100) feet.

(Ord. No. 17-10-03, § 3, 10-11-17)

Secs. 28-221—28-230. Reserved.



Agenda Item Report

Subject:	Discussion and possible action on Tax Abatement Referendum - Town Manager Lynch ORDINANCE NO. 2025-005 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN ECONOMIC DEVELOPMENT INCENTIVE AD VALOREM TAX EXEMPTION; CREATING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION PROGRAM FOR THE TOWN OF PEMBROKE PARK; PROVIDING FOR JURISDICTION; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; ESTABLISHING AN APPLICATION PROCESS AND PROCEDURE; PROVIDING FOR ELIGIBILITY; PROVIDING FOR CONTINUATION AND REVOCATION OF THE PROGRAM; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK ON THE NOVEMBER 3, 2026 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.
Meeting Date:	Regular Commission Meeting - Aug 21 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	
Recommendation for Counsel to consider:	
Background Information:	In an effort to explore options for economic development and community investment, the Town Commission is considering the possibility of implementing a tax abatement program. Tax abatements are commonly used as an incentive tool to encourage property improvements, business retention and expansion, or to provide temporary relief to residents and property owners in targeted categories (such as seniors, veterans, or low-income households). Under state law, certain tax abatement programs may require voter approval via referendum. Placing this question on the ballot would allow residents to vote on whether they support granting the Town the authority to offer such abatements under clearly defined conditions.

	The purpose of this agenda item is to discuss the potential scope of the abatement program, its eligibility criteria, duration, and fiscal impacts, and to determine whether Commission wishes to proceed with drafting a referendum question for the upcoming election cycle.
Staff Recommendations:	
Procurement:	
Financial Implications:	To be determined based on the structure of the abatement program. Staff can provide fiscal modeling at a future meeting if Council opts to move forward with drafting the referendum.
Alternatives:	

ATTACHMENTS:

[Proposed Ordinance 2025-005](#)

ORDINANCE NO. 2025-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN ECONOMIC DEVELOPMENT INCENTIVE AD VALOREM TAX EXEMPTION; CREATING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION PROGRAM FOR THE TOWN OF PEMBROKE PARK; PROVIDING FOR JURISDICTION; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; ESTABLISHING AN APPLICATION PROCESS AND PROCEDURE; PROVIDING FOR ELIGIBILITY; PROVIDING FOR CONTINUATION AND REVOCATION OF THE PROGRAM; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK ON THE NOVEMBER 3, 2026 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, the Town Commission of the Town of Pembroke Park finds that new economic development within the Town is a benefit to both the residents and the businesses; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that substantial improvements to the existing businesses within the Town also provide tangible benefits to both the residents and the businesses; and

WHEREAS, Pursuant to Section 3, Article VII of Florida's Constitution and in accordance with Fla. Stat. § 196.1995, the Town Commission seeks to propose an ordinance providing for an economic development ad valorem tax exemption program; and

WHEREAS, after careful deliberation and the consideration of public input, the Town Commission wishes to put the proposed ordinance to the electors of the Town; and

WHEREAS, the Town Commission has held a public hearing in accordance with Florida law; and

WHEREAS, the Town Commission deems the proposed ordinance, 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. Article 2 of Chapter 24, of the Pembroke Park Code of Ordinances titled "Taxation and Finance," is hereby amended to create Sections 24-17 through 24-28, as set forth in Exhibit "A," attached hereto

Section 3. The Ballot Title shall be as follows:

ECONOMIC DEVELOPMENT INCENTIVE AD VALOREM TAX EXEMPTION

Section 4. At a Special Municipal Election on November 3, 2026s, 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:

Shall the Town Commission of the Town of Pembroke Park be authorized to grant, pursuant to s. 3, Art. VII of the State Constitution, property tax exemptions to new businesses and expansions of existing businesses that are expected to create new, full-time jobs in 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 in accordance with the Code of Ordinances of the Town of Pembroke Park, Florida, as well as the State of Florida Election Code.

Section 6. **Codification.** It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this Ordinance may

be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 7. **Severability.** If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 8. **Conflicts.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 9. **Effective Date.** This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2025.

**PASSED AND FINAL ADOPTION on Second Reading this __ day of _____,
2025.**

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved As To Legal Form:

JACOB G. HOROWITZ
Town Attorney

EXHIBIT “A”

Sec. 24-17. Economic Development Ad Valorem Tax Exemptions: Enactment and authority.

Pursuant to Section 3, Article VII, of the State Constitution and in accordance with F.S. § 196.1995, the Town is authorized and empowered to adopt, amend or revise and enforce an ordinance relating to economic development ad valorem tax exemptions, after the electors of the Town, voting on the question in a referendum, authorize the adoption of such ordinance.

Sec. 24-18. Jurisdiction.

This article shall be applicable in all areas of the Town of Pembroke Park where the Town is the taxing authority.

Sec. 24-19. Purpose and Intent.

The public health, safety, comfort, economy, order, convenience and general welfare require the harmonious, orderly and progressive development of new business and expansion of existing business in the Town of Pembroke Park. It is the intent of this article to secure or to ensure:

- (1) The establishment of criteria for granting such exemptions to certain types of businesses or industries or for denying exemptions on a rational, nonarbitrary, nondiscriminatory basis by the Commission.
- (2) No precedent shall be implied or inferred by the granting of an exemption to a new or expanding business. Applications for exemptions shall be considered by the Commission on a case-by-case basis for each application, after consideration of the property appraiser's report on that application.
- (3) Any exemption granted shall apply up to 100 percent of the assessed value of all improvements to real property made by or for the use of a new business and all tangible personal property of such new business, or up to 100 percent of the assessed value of all added improvements to real property, which additions are made to facilitate the expansion of an existing business and of the net increase in all tangible personal property acquired to facilitate such expansion of an existing business.
- (4) Any exemption shall be up to a full ten-year period from the time the exemption is granted.
- (5) No exemption shall be granted on the land which new or expanded businesses are to be located.
- (6) No exemption shall be granted on County, school or water management district taxes, on any special districts encompassing all or part of the Town or on taxes levied for payment of bonds or taxes authorized [by] a vote of the electors of the Town of Pembroke Park, pursuant to Sections 9 or 12, Article VII, of the State Constitution.
- (7) No exemptions shall be granted for improvements to property or tangible personal property which have been previously included on the tax rolls.
- (8) The ability to receive an exemption for the period granted shall be conditioned upon the applicant's ability to maintain the new business or the expansion of an existing business as defined by the conditions of this application throughout the entire exemption period. The applicant shall be required to submit a report on an annual basis to the Town evidencing satisfaction of this condition. In addition, any business granted an exemption shall furnish to the Town such information/report as the Town may reasonably deem necessary for the purpose of determining continuing performance by the business of the conditions stated in this article, the ordinance granting the exemption and the representations made in the application process.

Sec. 24-20. Definitions.

The following words, phrases and terms shall have the same meanings attributed to them in current Florida Statutes and the Florida Administrative Code, except where the context clearly indicates otherwise:

- (1) Applicant. Any person, firm, partnership or corporation submitting an economic development ad valorem tax exemption application to the Commission.
- (2) Business. Any activity engaged in by any person, firm, corporation or company with the object of private or public gain, benefit, or advantage, either direct or indirect.
- (3) Commission. The Town Commission of the Town of Pembroke Park.
- (4) Department. The Florida Department of Revenue.
- (5) Expansion of existing business. As defined in F.S. § 196.012(15), as may be amended from time to time.
- (6) Improvements. Physical changes made to raw land, and structures placed on or under the land surface. All personal property acquired to facilitate an expansion of an existing business provided that the personal property is added or increased on or after the day the ordinance is adopted. However, property acquired to replace existing property shall not be considered to facilitate a business' expansion.
- (7) New business. As defined in F.S. § 196.012(14), as may be amended from time to time.
- (8) Retail operations. A business engaged in a sale to a consumer or to any person of an item of tangible personal property for any purposes other than for resale.
- (9) Sales factor. A fraction the numerator of which is the total sales of the taxpayer in this State during the taxable year or period and the denominator of which is the total sales of the taxpayer everywhere during the taxable year or period. (See F.S. § 220.15(5) for specifics of computation.)
- (10) Tangible personal property. As defined in F.S. § 192.001(11)(d), as may be amended from time to time.

Sec. 24-21. Application for exemption.

- (a) Application. Any eligible person, firm, partnership or corporation which desires an exemption shall file with the Commission a written application prescribed by the department (DR-418).
- (b) Required information. The application shall request that the Commission adopt an ordinance granting the applicant the exemption and shall include, at a minimum, the following:
 - (1) The name and location of the new business or the expansion of an existing business;
 - (2) The name of the owner(s) of the new business or the expansion of an existing business;
 - (3) A legal description of the real property and a description of the improvements to the real property for which an exemption is requested and the date of intended or actual commencement of construction of such improvement;
 - (4) A description of the tangible personal property for which an exemption is requested and the dates when such property is to be purchased;
 - (5) Proof, to the satisfaction of the Commission, that the applicant meets the criteria for a new business or for an expansion of an existing business as defined in section 24-20 hereof;
 - (6) The following information:
 - a. The current number of full-time/equivalent (FTE) of the expanding business; the total number of FTE to be created and maintained by the new or expanding business, and the period (total number of years) needed to fill all of the new jobs;

- b. The expected number of employees who will reside in the Town;
- c. The average annual wage of the new jobs, identifying the average annual salary with executives' salaries included and with executives' salaries excluded;
- d. The type of business;
- e. The environmental impact of the business;
- f. The current and anticipated volume (in dollars) of business or production, and the percentage of total product sales outside of the County;
- g. Whether relocation or expansion would occur without the exemption;
- h. The cost and demand for services;
- i. The source of supplies (local or otherwise);
- j. Whether the business will be/is located in a community redevelopment area and/or enterprise zone; and
- k. The total length (number of years) of the exemption period being requested.
- (7) Other information deemed necessary by the Commission.
- (c) Job creation and maintenance. A business will be required to commence the creation of full-time jobs within the period of the exemption and to maintain any newly filled jobs for its facility in the Town at minimum through to the expiration of the exemption granted by the Commission.
- (d) Filing deadline. The application shall be filed on or before March 1 of the year in which an exemption is requested.
- (e) Review. Upon submittal of the application, the Town Manager or his designee shall review same and notify the applicant of any facial deficiencies.

Sec. 24-22. Procedure.

- (a) Before the Commission acts on an application, it must be delivered to the Property Appraiser for review. After careful consideration, the Property Appraiser shall report to the Commission concerning the fiscal impact of granting exemptions. The Property Appraiser's report shall include the following:
 - (1) The total revenue available to the Town for the current fiscal year from ad valorem tax sources, or an estimate of such revenue if the actual total revenue available cannot be determined.
 - (2) The amount of revenue foregone by the Town for the current fiscal year because of economic development ad valorem tax exemptions previously granted, or an estimate of such revenue if the actual total revenue available cannot be determined.
 - (3) An estimate of the amount of revenue which would be foregone for the current fiscal year if the exemption is granted to the new or expanding business.
 - (4) A determination that the business for which an exemption is requested meets the definition of a new or expanding business as defined in F.S. § 196.012, or into neither, which determination the Property Appraiser shall also affix to the face of the application. Upon request, the Department will provide the Property Appraiser such information as it may have available to assist in making this determination.
- (b) After consideration of the application and the report of the Property Appraiser, the Commission may choose to adopt an ordinance granting the tax exemption to a new or expanding business. The ordinance shall be adopted in the same manner as any other ordinance of the Town. The ordinance shall include the following information;
 - (1) The name and address of the new or expanding business.

- (2) The amount of revenue available from ad valorem tax sources for the current fiscal year, revenue foregone for the current fiscal year because of economic development ad valorem tax exemptions currently in effect, and the amount of estimated revenue which would be foregone because of the exemption granted to the new or expanding business.
- (3) The expiration date of the exemption. (Up to ten years from date of Commission adoption of the ordinance granting the exemption.)
- (4) A finding that the business meets the definition of a new business or an expansion of an existing business.
- (5) The Commission 's authority to revoke an exemption if the business no longer satisfies the criteria for the exemption.
- (c) No exemption granted hereunder shall be effective until the business enters into an exemption agreement with the Town. The exemption agreement shall contain, at a minimum, the following:
 - (1) A clear acknowledgement by the business that the exemption shall continue to exist only for so long as the business continues to meet all exemption requirements.
 - (2) Such other matters required by the Town.

Sec. 24-23. Fees.

Fees charged to offset the cost of processing the economic development ad valorem tax exemption application or any exemption ordinance shall be adopted by the Commission by resolution.

Sec. 24-24. Eligible business.

When considering the issue of whether or not a business is an eligible business as defined herein, the Commission shall consider the anticipated number of employees, average wage, type of business, environmental impacts, volume of business or production or any other information relating to the issue of whether the proposed development in the Town of Pembroke Park prior to accepting the economic development ad valorem tax exemption application. The criteria for determining the length of an exemption and the percentage amount of an exemption may be adopted by the Commission by resolution. The criteria shall provide for incentives for businesses that employ Town of Pembroke Park residents who establish permanent domicile pursuant to Florida Statutes.

Sec. 24-25. Ineligible business.

Any business in violation of any federal, state, or local law or regulation is ineligible to receive an exemption. The Commission may use this criteria to deny a request for an exemption or to revoke an exemption previously granted. The Commission may, in its discretion, determine that a business is eligible notwithstanding that the business is in violation.

Sec. 24-26. Continuation of exemption.

Each new business or expansion of an existing business granted an exemption pursuant to this article, must comply with the following:

- (a) Continue to meet all exemption requirements during the term of the exemption.
- (b) No later than March 1 of each year during the term of the exemption, provide an annual report to the Town which shall certify and, if requested by the Town, contain satisfactory proof, that the new business or expansion of an existing business continues to meet all exemption requirements.
- (c) Timely comply with all requirements of F.S. § 196.011, during the term of the exemption.
- (d) Immediately notify the Town of any failure by the new business or expansion of an existing business to meet all exemption requirements.

Sec. 24-27. Revocation of exemption.

- (a) Commission. Should any new business or expansion of an existing business fail to file the annual report with the Commission on or before March 1 of each year the exemption has been granted as required in section 24-26, or fail to continue to meet the definition of a new business or an expansion of an existing business, and/or fail to fulfill any other representation made to the Commission during the application process, including the creation and maintenance of the total number of new jobs identified by a business in the application, the Commission may adopt an ordinance revoking the ad valorem tax exemption.
- (b) Revocation. The revocation of an ordinance may occur for a business that fails to fulfill its obligations as provided for under the ordinance granting the business an exemption after the expiration of this article. The effective date for revocation of the exemption will be identified in the ordinance.
- (c) Notification. Upon revocation, the Commission shall immediately notify the Property Appraiser.
- (d) Recover taxes. For any year that taxes may have been exempted and the Commission finds that the business was not entitled to the exemption, such taxes may be recovered; and the Property Appraiser will assist the Commission to recover any taxes exempted.
- (e) Property Appraiser. Should any new business or expansion of an existing business fail to file the annual exemption renewal application with the Property Appraiser on or before March 1 of each year the exemption has been granted in accordance with F.S. § 196.011(1)(a), or fail to continue to meet the definition of a new business or an expansion of an existing business, the Property Appraiser may deny the exemption in accordance with F.S. § 196.193(5).
- (f) Reapply. Nothing herein shall prohibit a business from reapplying for an ad valorem tax exemption pursuant to state law.

Sec. 24-28. Appeals.

The decision of the Commission not to grant an economic development ad valorem tax exemption to a particular business is subject only to judicial review pursuant to the Florida Rules of Appellate Procedure.

CODING: Words in ~~struck through~~ type are deletion from
existing law; words in underlined type are additions



Agenda Item Report

Subject:	Extension of Moratorium on Self-Storage Facilities – Additional 6 Months - Town Planner Michael Vonder Meulen RESOLUTION NO. 2025-029 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, EXTENDING A TEMPORARY MORATORIUM ON PROCESSING, APPROVAL OR ISSUANCE OF BUILDING PERMITS, ENGINEERING PERMITS, UTILITY PERMITS OR DEVELOPMENT ORDERS FOR ANY SELF-STORAGE USES WITHIN THE TOWN; AUTHORIZING AND DIRECTING THE TOWN MANAGER, OR THE TOWN MANAGER'S DESIGNEE, TO CONTINUE UNDERTAKING THE NECESSARY STUDY AND REVIEW OF THE TOWN'S REGULATIONS REGARDING THE SAME; PROVIDING THAT UPON THE ADOPTION OF THIS RESOLUTION NO PROCESSING, APPROVAL OR ISSUANCE OF BUILDING PERMITS, ENGINEERING PERMITS, UTILITY PERMITS OR DEVELOPMENT ORDERS FOR ANY SELF STORAGE USES SHALL BE ISSUED WITHIN THE AFFECTED AREAS DURING THE TIME PERIOD COVERED BY THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - Aug 21 2025
Prepared For:	Town Commission
Staff Contact:	
Dept/Group:	Planning and Zoning
Recommendation for Counsel to consider:	
Background Information:	The original moratorium on self-storage facilities, enacted through Resolution 2024-027, expired on May 6, 2025. Since its expiration, no new applications for self-storage facilities have been submitted. The Town's consultant planner is currently drafting a text amendment to address the regulation of self-storage facilities and anticipates presenting a proposal at the upcoming Town Commission Lunch & Learn. To ensure adequate time for the review and adoption process, through the Planning and Zoning Board and Town Commission, the Town Attorney has prepared a resolution for a six-month extension of

	the moratorium, out of an abundance of caution.
Staff Recommendations:	Staff recommends approval of the attached resolution extending the moratorium on self-storage facilities within the Town for an additional six (6) months.
Procurement:	
Financial Implications:	There is no financial impact.
Alternatives:	

ATTACHMENTS:

[Proposed Resolution 2025-029](#)

[Signed Resolution No.2024-027](#)

[Self-Storage Moratorium Extension Staff Report](#)

RESOLUTION NO. 2025-029

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, EXTENDING A TEMPORARY MORATORIUM ON PROCESSING, APPROVAL OR ISSUANCE OF BUILDING PERMITS, ENGINEERING PERMITS, UTILITY PERMITS OR DEVELOPMENT ORDERS FOR ANY SELF-STORAGE USES WITHIN THE TOWN; AUTHORIZING AND DIRECTING THE TOWN MANAGER, OR THE TOWN MANAGER'S DESIGNEE, TO CONTINUE UNDERTAKING THE NECESSARY STUDY AND REVIEW OF THE TOWN'S REGULATIONS REGARDING THE SAME; PROVIDING THAT UPON THE ADOPTION OF THIS RESOLUTION NO PROCESSING, APPROVAL OR ISSUANCE OF BUILDING PERMITS, ENGINEERING PERMITS, UTILITY PERMITS OR DEVELOPMENT ORDERS FOR ANY SELF STORAGE USES SHALL BE ISSUED WITHIN THE AFFECTED AREAS DURING THE TIME PERIOD COVERED BY THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town's professional staff and planning consultants continuously monitor and review the Town's Land Development Regulations to ensure appropriate development in the Town, and from time to time recognizes the need to study and amend aspects of the same; and

WHEREAS, pursuant to the recommendation of the Town's professional staff and Sec. 13.5-43 of the Town's Code of Ordinances, the Town Commission adopted Resolution No. 2024-027 on November 6, 2024, to impose a six (6) month moratorium on the acceptance and processing of any development applications or the issuance of permits and licenses related to the development of self-storage uses within the Town; and

WHEREAS, Sec. 13.5-43(3)(b)(iii) of the Town's Code of Ordinances provides that the town Commission may adopt a resolution to reasonably extend a moratorium in the event that the City Manager is unable to produce the recommendations or reports to the Commission during the length of the moratorium; and

WHEREAS, the Town's Manager and professional staff have worked diligently to examine all matters and potential impacts related to the presence and potential proliferation of self-storage uses in the Town since the adoption of Resolution No. 2024-027; and

WHEREAS, the Town Manager has provided that Town staff requires additional time to properly finalize its review and produce the Administration's recommendations or analysis on self-storage uses to the Town Commission; and

WHEREAS, and the Town Commission recognizes the importance and impact of self-storage uses to the residents of the Town and desires to extend the moratorium for an additional period of six (6) months to provide staff with sufficient time to complete its review and produce its findings; and

WHEREAS, the Town Commission finds that implementation of a zoning in progress moratorium on self-storage uses in the Town is in the best interests of the citizens and residents of the Town.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. Pursuant to Section 13.5-43 of the Town of Pembroke Park Code of Ordinances, the Town Commission hereby extends the moratorium imposed by its adoption of Resolution No.2024-027 for an additional six (6) months to provide the Town Manager and staff with time to produce its report or analysis pertaining to self-storage uses within the Town to the Town Commission.

Section 3. The zoning in progress shall cease at the earliest of the expiration of six (6) months from the effective date of this Resolution, upon the effectiveness of an ordinance addressing the subject matter, or upon the adoption of a resolution terminating the zoning in progress.

Section 4. The Town Commission reaffirms its direction to the Town Manager, or his designee, to study and review regulations pertaining to self-storage uses within the Town, and to report back to the Town Commission, prior to the expiration of the zoning in progress, regarding the same.

Section 5. The Town Commission hereby authorizes and directs the appropriate Town Officials to do all things necessary and expedient to effectuate the intent of this Resolution.

Section 6. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. Should any section, paragraph, sentence, clause or phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 8. This Resolution shall take effect immediately upon passage and adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this ____ day of _____, 2025.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB HOROWITZ
Town Attorney

RESOLUTION NO. 2024-027

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, IMPOSING A TEMPORARY MORATORIUM ON PROCESSING, APPROVAL OR ISSUANCE OF BUILDING PERMITS, ENGINEERING PERMITS, UTILITY PERMITS OR DEVELOPMENT ORDERS FOR ANY SELF STORAGE USES WITHIN THE TOWN; AUTHORIZING AND DIRECTING THE TOWN MANAGER, OR THE TOWN MANAGER'S DESIGNEE, TO UNDERTAKE STUDY AND REVIEW OF THE TOWN'S REGULATIONS REGARDING THE SAME; PROVIDING THAT UPON THE ADOPTION OF THIS RESOLUTION NO PROCESSING, APPROVAL OR ISSUANCE OF BUILDING PERMITS, ENGINEERING PERMITS, UTILITY PERMITS OR DEVELOPMENT ORDERS FOR ANY SELF STORAGE USES SHALL BE ISSUED WITHIN THE AFFECTED AREAS DURING THE TIME PERIOD COVERED BY THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town's professional staff and planning consultants continuously monitor and review the Town's Land Development Regulations to ensure appropriate development in the Town, and from time to time recognizes the need to study and amend aspects of the same; and

WHEREAS, on November 6, 2024, the Town Commission adopted Ordinance No. 2024-010P (the "Ordinance"), thereby establishing a process to implement zoning in progress on certain land uses within the Town; and

WHEREAS, Sec. 13.5-43 of the Town's Code of Ordinances, enacted pursuant to the Ordinance, provides for the Town Manager to make an administrative determination to implement zoning in progress in the Town, followed by a review and ratification of the manager's action by resolution of the Town commission; and

WHEREAS, the Town's professional staff has recommended the implementation of zoning in progress on self-storage uses in the Town, and the Town Commission, in light of the

timing of the adoption of the Ordinance, seeks to immediately ratify the staff's recommending and impose the zoning in progress pursuant to this resolution; and

WHEREAS, the Town Commission seeks to authorize and direct the Town's professional staff to study self-storage uses within the Town and to impose a zoning in progress on such uses during this analysis by staff; and

WHEREAS, pursuant to Section 13.5-43 of the Town's Code of Ordinances, the Town Commission by resolution, may resolve to impose a temporary moratorium on any development applications, permits, and licenses pending before the Town with respect to the text which is the subject of the proposed amendment for a period of six (6) months from the date of the resolution; and

WHEREAS, such a prohibition will enable the Town's professional staff to properly study the issues associated with self-storage uses within the Town; and

WHEREAS, the Town Commission finds that implementation of a zoning in progress moratorium on self-storage uses in the Town is in the best interests of the citizens and residents of the Town.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. That pursuant to Section 13.5-43 of the Town of Pembroke Park Code of Ordinances, ("Zoning in Progress"), the Town Commission confirms and implements a zoning in progress moratorium on self-storage uses within the Town, thereby prohibiting the processing,

approval or issuance of new building permits, engineering permits, utility permits or development orders for self-storage uses within the Town.

Section 3. The zoning in progress shall cease at the earliest of the expiration of six (6) months from the effective date of this Resolution, upon the effectiveness of an ordinance addressing the subject matter, or upon the adoption of a resolution terminating the zoning in progress.

Section 4. That the Town Commission hereby directs the Town Manager, or his designee, to study and review regulations pertaining to self-storage uses within the Town, and to report back to the Town Commission, prior to the expiration of the zoning in progress, regarding the same.

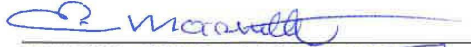
Section 5. The Town Commission hereby authorizes and directs the appropriate Town Officials to do all things necessary and expedient to effectuate the intent of this Resolution.

Section 6. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

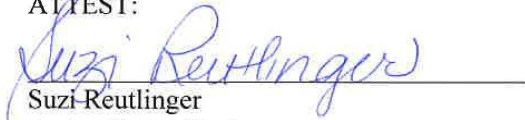
Section 7. Should any section, paragraph, sentence, clause or phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 8. This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 6th day of November, 2024.


MAYOR ASHIRA MOHAMMED

ATTEST:


Suzi Reutlinger
Acting Town Clerk

Approved as to form and legal sufficiency


JACOB HOROWITZ
Town Attorney



Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

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TO: Mayor & Town Commission

FROM: Michael Vonder Meulen, AICP, Consultant Town Planner, KEITH

MEETING DATE: August 21, 2025

SUBJECT: Self-Storage Facility Moratorium- Extension

APPLICANT: Town of Pembroke Park

REQUEST:

The Town staff is requesting an additional 6-month moratorium for self-storage facilities within the Town. The original moratorium (Resolution 2024-027) expired May 6, 2025. No self-storage applications have been submitted since the expiration of the original moratorium. The consultant Town Planner continues to process a new text amendment for self-storage facilities and anticipates presenting the text amendment to the Town Commission at the proposed lunch and learn. In an abundance of caution, the Town Attorney has prepared a resolution for an additional 6-month moratorium while the text amendment is processed through the Planning and Zoning Board and Town Commission.

RECOMMENDED ACTION:

The Consultant Town Planner recommends approval of an additional 6-month moratorium for self-storage facilities.

ATTACHMENTS

Exhibit A – Resolution 2024-027- Original Moratorium

Exhibit B- Proposed Resolution to Add a 6-month Moratorium for self-storage facilities



Agenda Item Report

Subject:	Resolution Appointing Jeffrey Odoms as Public Services Director - Town Manager Lynch Resolution No. 2025-025 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 2-88 OF THE TOWN'S CODE OF ORDINANCES, APPOINTING JEFFREY ODOMS AS THE TOWN'S PUBLIC SERVICES DIRECTOR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE
Meeting Date:	Regular Commission Meeting - Aug 21 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	Mr. Odoms has been the Acting Director for the department. This resolution formally appoints Mr. Jeffrey Odoms as the Public Services Director for the Town of Pembroke Park. In accordance with Section 2-88 of the Town Code, the Town Commission has the authority to appoint department directors by resolution. Mr. Odoms has demonstrated the qualifications, experience, and leadership necessary to oversee the operations of the Public Services Department and ensure the efficient delivery of essential services to residents and businesses.
Staff Recommendations:	Staff recommends approval of the resolution appointing Jeffrey Odoms as the Public Services Director.
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Proposed Resolution 2025-025](#)

RESOLUTION NO. 2025-025

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO
SECTION 2-88 OF THE TOWN'S CODE OF ORDINANCES,
APPOINTING JEFFREY ODOMS AS THE TOWN'S
PUBLIC SERVICES DIRECTOR; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Section 2-88 of the Town's Code of Ordinances provides for the appointment of a Public Services Director by resolution of the Town Commission; and

WHEREAS, the Town Manager has vetted applicants to serve as the Town's Public Service Director and recommends the hiring of Jeffrey Odoms; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that hiring Mr. Odoms to serve as the Town's Public Services Director is in the best interests of the citizens and residents of the Town.

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

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

Section 2. That, in accordance with Sec. 2-88 of the Town's Code of Ordinances, the Town Commission hereby approves the Town Manager's recommendation and appoints Jeffrey Odoms to serve as the Town of Pembroke Park's Public Services Director.

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

Section 4. If any sections, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in now way affect the validity of the remaining portions of this Resolution.

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

PASSED AND ADOPTED this _____ day of August, 2025.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney



Agenda Item Report

Subject:	Consideration and Approval of License Agreement with Westwind Contracting for Storage of Equipment on Town Property - Town Manager Lynch
Meeting Date:	Regular Commission Meeting - Aug 21 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	At the August 6, 2025 Commission Workshop, the Town Commission directed the Town Attorney's Office to prepare a license agreement between the Town and Westwind Contracting to formalize the company's use of vacant Town-owned property for equipment storage. The relationship between the Town and Westwind Contracting has existed for nearly a decade. In 2015, the Town approved a Hold Harmless Agreement with Westwind Contracting; however, that agreement did not expressly authorize the use of Town property for storage purposes. The proposed license agreement will memorialize and clarify the terms of use, including responsibilities, duration, and liability protections for the Town.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Construction License Agreement - Westwind](#)

PREPARED BY AND RETURN TO:
JACOB G. HOROWITZ, ESQ.
GOREN, CHEROF, DOODY & EZROL, PA
3099 E COMMERCIAL BLVD
SUITE 200
FORT LAUDERDALE, FL 33308

**LICENSE AGREEMENT FOR CONSTRUCTION
STAGING TO TAKE PLACE ON TOWN
OWNED PROPERTY**

This License Agreement (hereinafter "Agreement") is made the__ day of_____, 2025 ("Effective Date"), between the TOWN OF PEMBROKE PARK, a Florida municipal corporation (hereinafter "TOWN") and WESTWIND CONTRACTING, INC., a Florida corporation (hereinafter "LICENSEE").

WITNESSETH:

WHEREAS, the TOWN is the owner of the property depicted on Exhibit "A" attached hereto (hereafter called the "TOWN PROPERTY"); and,

WHEREAS, on or about April 23, 2015, LICENSEE executed a Hold Harmless Agreement (the "Hold Harmless Agreement") in favor of the TOWN, whereby the LICENSEE indemnified and held the TOWN harmless against any and all claims that might arise from LICENSEE's storage of equipment on the TOWN PROPERTY; and

WHEREAS, the Hold Harmless Agreement was further approved and authorized by the Town Commission on May 13, 2015, pursuant to Resolution No. 15-05-10, a copy of the Resolution and Hold Harmless Agreement are attached as composite Exhibit "B;" and

WHEREAS, the TOWN and the LICENSEE now see to memorialize the LICENSEE's continued use of the TOWN PROPERTY for the purposes set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN and LICENSEE agree as follows:

1. **TERM:**

The term of this non-exclusive License Agreement shall commence upon execution by both parties and shall continue until terminated pursuant to this section.

The TOWN may terminate this Agreement immediately in the event of a default by the LICENSEE. The TOWN may further terminate this Agreement for convenience upon thirty (30) days' notice to LICENSEE. Notice of any termination shall be sent by the Town Manager, of the Town Manager's designee, in writing by certified mail to the LICENSEE at its address specified in Paragraph 6 below. The termination shall become

4909-5640-1490, V.2

effective thirty (30) days after such notice is placed in the certified mail.

For use of the LICENSED PROPERTY during the Term, LICENSEE agrees to pay to the TOWN, upon receipt of an invoice, the sum of one dollar and 00/100 (\$.00) per year ("License Price").

In the event the LICENSEE does not vacate the LICENSED PROPERTY upon the termination of this Agreement, LICENSEE shall pay to the TOWN, upon receipt of invoices, a license fee in the sum of Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00) per month or any portion thereof. In the event the LICENSEE fails or refuses to vacate the LICENSED PROPERTY after the expiration or earlier termination of this Agreement, the TOWN may remove LICENSEE's property without any liability and LICENSEE shall promptly pay to TOWN any and all costs incurred by the TOWN to remove LICENSEE's property.

2. USE OF PREMISES:

The TOWN does hereby grant to LICENSEE a non-exclusive, revocable license to use and occupy the TOWN PROPERTY, identified in Exhibit "A" attached hereto, for the limited purpose of storing equipment on the TOWN PROPERTY in a specific location that may be designated by the TOWN. Such location may be changed, from time to time, in the TOWN's sole discretion. LICENSEE has been advised that the TOWN retains all rights necessary in order to perform necessary governmental activities on TOWN PROPERTY during the Term.

LICENSEE accepts the TOWN PROPERTY "as is", and "with all faults." TOWN makes no oral or written warranty or representation that the TOWN PROPERTY is safe, or is suitable for LICENSEE's intended use. It shall be LICENSEE's responsibility and obligation to ensure that the TOWN PROPERTY is fit for LICENSEE's intended use, including but not limited to being stabilized so as to be able to accept the expected weight and resulting stresses of the equipment and machinery to be used by LICENSEE, so that such equipment and machinery can be operated safely and as intended.

All personnel of LICENSEE which at any time use the TOWN PROPERTY shall be suitably trained in safety and precautionary techniques and procedures. All use of the TOWN PROPERTY shall be conducted in a safe manner. Appropriate supervisory personnel of LICENSEE shall be on the TOWN PROPERTY at any time that any equipment or machinery is moving thereon, and active supervision shall take place during such periods.

During the Term, LICENSEE and its contractors, subcontractors, laborers, and those working on these job sites shall observe and comply with all OSHA and State of Florida safety regulations and all governmental laws and regulations dealing with worker safety and environmental issues, and the TOWN in delivering to the LICENSEE the right of

possession in and to the TOWN PROPERTY during and after the Term is not exercising any degree of control over the licensed activity.

The TOWN PROPERTY shall be used as ingress and egress to the Improvements and for the movement of personnel and the movement and storage of equipment and materials. The TOWN PROPERTY shall not be used for any other purpose whatsoever without written consent of the TOWN, which consent may be withheld or conditioned in the sole and absolute discretion of the TOWN.

LICENSEE shall not permit the TOWN PROPERTY to be used or occupied in any manner which will violate any laws or regulations of any governmental authority having jurisdiction.

LICENSEE agrees that all personal property and materials placed upon the TOWN PROPERTY shall remain the property of LICENSEE, and shall be placed upon the TOWN PROPERTY at the risk of LICENSEE. TOWN shall have no responsibility or liability for damage or theft of such personal property and materials.

LICENSEE agrees not to cause or permit any Hazardous Materials to be introduced, stored, used, generated, released, or disposed of, on, in, under, or about the TOWN PROPERTY, and the LICENSEE agrees that no re-fueling of any gasoline or diesel products will take place on the TOWN PROPERTY.

This Agreement is subject to any and all applicable laws, regulations and administrative rules, and the TOWN, and any other governmental body having jurisdiction over the activities of LICENSEE, which may now be in effect. All pollution or contamination caused by LICENSEE shall be cleaned and remediated by LICENSEE immediately, and the LICENSEE shall promptly notify the TOWN and all governmental agencies of any such pollution or contamination.

3. INDEMNIFICATION:

LICENSEE shall indemnify, defend and hold harmless the TOWN, its officers, agents and employees from and against any and all claims, suit actions, damages, liabilities, expenditures, or causes of action of any kind arising or accruing from any negligent act, omission or error of LICENSEE or their contractors, resulting in or relating to, injuries to anyone's body, life, limb, or property sustained in, about or upon the TOWN PROPERTY.

To the extent that LICENSEE is liable for any damages, LICENSEE shall cause payment to be made to the TOWN on account of any such liability, loss, damages, costs, or expenses before the TOWN shall be compelled to make any payment on account thereof.

In the event any legal action is taken against the TOWN for the above claims, either jointly with LICENSEE or alone, LICENSEE shall defend such action at their expense, and the TOWN shall cooperate with LICENSEE in the defense thereof, or, at the TOWN's election, TOWN assume and conduct its defense at the expense of LICENSEE.

LICENSEE shall save the TOWN harmless from and against all judgments, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any such claim investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

LICENSEE shall give the TOWN, or its agent, prompt written notice by certified mail of any occurrence, incident or accident occurring upon the TOWN PROPERTY.

LICENSEE's obligations pursuant to this paragraph shall be joint and several, and this Paragraph shall survive the termination or expiration of this Agreement.

In the event that the TOWN must enforce the terms of this Indemnity against LICENSEE, or any of its subcontractors, the TOWN shall be reimbursed for all of its reasonable, incurred attorney's fees, court costs, and other Litigation expenses. LICENSEE shall be responsible and liable, jointly and severally, for such reimbursement.

4. INSURANCE:

Without limiting any of the other obligations or liabilities of LICENSEE, LICENSEE shall provide, pay for and maintain in force the insurance coverages set forth in the certificate of insurance attached hereto as Exhibit "C."

LICENSEE shall provide to TOWN the certificate of insurance showing the TOWN has been named as an additional insured under such policies,

The TOWN, in its sole discretion, may increase, decrease, or otherwise effect a change to the above specified insurance coverage. Any increase, decrease, or other change shall be promptly complied with.

LICENSEE's obligations pursuant to this paragraph shall survive the termination or expiration of this Agreement.

5. SURRENDER UPON TERMINATION:

LICENSEE shall peaceably surrender and deliver the TOWN PROPERTY to the TOWN, or its agents immediately upon expiration or termination of this Agreement. This Paragraph shall survive the termination or expiration of this Agreement. LICENSEE is responsible for ensuring that all sod, plants, trees, fixtures or structures on the TOWN PROPERTY that are damaged by LICENSEE during the Term are replaced with comparable replacements. LICENSEE at its expense will reconstitute all the TOWN PROPERTY to the same condition or better than that which existed immediately prior to the Term, to the extent reasonably practicable, and will remove all temporary improvements, all at LICENSEE'S expense.

6. NOTICES:

Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by email or United States First Class mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

TOWN: Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923
Email: jhorowitz@gorencherof.com

s
Westwind: WestWind Contracting, Inc.
Attn: Waldy Polizzi
3799 West Hallandale Beach Blvd.
Pembroke Park, FL 33023-5732
Email: WaldyP@westwindcontracting.com

LAWS AND ORDINANCES:

LICENSEE shall observe all laws and ordinances of the TOWN, county, state and federal agencies directly relating to the use and operation of the TOWN PROPERTY.

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7. TITLE:

LICENSEE affirms and acknowledges to the TOWN that the TOWN's title to the TOWN PROPERTY which is the subject of this License and as depicted in Exhibit "A" is superior in right, title or dignity to the License granted to the LICENSEE or any claims of the LICENSEE, and the LICENSEE, its successors and assigns, shall subordinate their interests under this Agreement to the TOWN's title to the TOWN PROPERTY.

8. GENERAL PROVISIONS

- a. This Agreement sets forth in full the terms of agreement between the parties and is intended as the full, complete and exclusive Agreement governing the relationship between the parties with respect thereto, superseding all other discussions, promises, representations, warranties, agreements and understandings between the parties with respect thereto.
- b. No term hereof may be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the party against whom enforcement of the modification, amendment or waiver is sought.
- c. Any waiver of any condition in, or breach of, any of the foregoing in a particular instance shall not operate as a waiver of other or subsequent conditions or breaches of the same or a different kind. TOWN's exercise or failure to exercise any rights under any of the foregoing in a particular instance shall not operate as a waiver of its right to exercise the same or different rights in other instances.
- d. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- e. Each of the parties hereto represents and declares that such party has carefully read this Agreement and that such party knows the contents thereof and signs the same freely and voluntarily.
- f. This Agreement, and each and every term and provision hereof, shall be governed by and construed in accordance with the laws of the State of Florida.
- g. The Parties agree that jurisdiction and venue for the enforcement of this Agreement shall be in the state and/or federal courts of Broward County, Florida.
- h. This Agreement shall not be recorded in the Public Records of Broward County Florida, but an original thereof shall be maintained as a public record by the Town of Pembroke Park in accordance with law.
- i. This Agreement shall be construed without regard to any presumption or other rule of law requiring construction against the party or parties causing this

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Agreement to be drafted. The parties acknowledge that they have had a full and fair opportunity to consult with legal counsel prior to executing this Agreement.

- j. Nothing herein shall be deemed a waiver, express or implied, of the TOWN'S sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

ATTEST: TOWN OF PEMBROKE PARK, FLORIDA

CYNTHIA GARCIA-LIMA, TOWN CLERK By: DAVID LYNCH, TOWN MANAGER

APPROVED AS TO FORM:

JACOB HOROWITZ, TOWN ATTORNEY

WESTWIND CONTRACTING, INC.

By: Name: Title:

STATE OF FLORIDA)) SS: COUNTY OF)

BEFORE ME, personally appeared, an authorized agent of Westwind Contracting Inc., a Florida corporation known to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS MY HAND AND OFFICIAL SEAL THIS__ day of_____, 2025

NOTARY PUBLIC

My Commission Expires

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Exhibit “A”
(Description of the TOWN PROPERTY)

4909-5640-1490, V. 2

**Exhibit “B”
(RESOLUTION / HOLD HARMLESS)**

4909-5640-1490, V. 2

**Exhibit “C”
(Insurance Certificate)**

4909-5640-1490, V. 2