



AGENDA

SPECIAL COMMISSION MEETING

6:00 PM - Thursday, May 16, 2024

Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
6. PRESENTATIONS
 - 6.1. Chief of Police Dabney Donovan Hearing - Town Attorney Horowitz 4 - 10
[TA Chief Dabney Donovan](#)
7. ORDINANCES
 - 7.1. Floodplain Management - Interim Town Manager Ghanny 11 - 20
ORDINANCE NO. 2024-007
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
AMENDING CHAPTER 10 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "FLOOD PREVENTION AND PROTECTION;" AMENDING ARTICLE I, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING DIVISION 2, SECTION 10-12, ENTITLED "BASIS FOR ESTABLISHING FLOOD HAZARD AREAS;" PROVIDING FOR AN UPDATE TO THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; AMENDING ARTICLE II, ENTITLED, "DEFINITIONS;" BY SPECIFICALLY AMENDING SEC 10-75, ENTITLED "DEFINITIONS AND SCOPE;" CLARIFYING THE DEFINITION OF MARKET VALUE; PROVIDING FOR APPLICABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
[Agenda Item Report - AIR-24-094 - Pdf](#)
[FEMA Changes Exhibit](#)
[FEMA Changes Exhibit2](#)
8. NEW BUSINESS
 - 8.1. Contract for Interim Police Chief - Interim Town Manager Ghany 21 - 33
[Agenda Item Report - AIR-24-097 - Pdf](#)
 - 8.2. Office furniture for Police Department - Interim Town Manager Ghany 34 - 62
[POLICE Agenda Memo - Pembroke Park PD - Furniture Procurement 2024](#)
[POLICE Furniture4Sale - Affordable Interior Systems Inc. ACS](#)

[POLICE Office Furniture Warehouse Quote #1](#)

[POLICE Office Furniture 4 Sale Quote #2](#)

8.3. HR Items - Mayor Mohammed

63 - 101

Assistant Town Manager

Building Official

Contracts Administrator

Town Planner

To fill positions.

[Agenda Item Report - AIR-24-086 - Pdf](#)

[HR Consulting Report #1- 05 06 2024](#)

[HR EMAIL ACM](#)

[HR Candidate Review - ACM](#)

[HR REVISED Chief Building Official Review](#)

[HR REVISED Town Planner Review](#)

[HR Chief Building Official Review](#)

[HR Town Planner Review](#)

8.4. Parks & Recreation Advisory Board Members - Acting Clerk

102

Commissioner Kashem

Motion needed to appoint the Board Members pending background check

Kevin Linous

Lucy Weber

Jean Daniel Lazare

Sylvain Fretigny

Reneesha Mcneil

[Agenda Item Report - AIR-24-092 - Pdf](#)

9. TOWN CLERK COMMENTS

9.1. House keeping items:

Summer hiatus

Meeting dates

10. ATTORNEY COMMENTS

10.1. Enforcement of the Code of Conduct - Town Attorney Horowitz

103 - 114

Pursuant to the authority provided in Section 2-16 of the Town Code, motion to direct the Town's professional staff to pursue the enforcement of the Code of Conduct through Ch. 162, F.S., including, but not limited to, the special magistrate process or through county or circuit court, and find that alleged violations of the Town's Code of Conduct for Elected and Appointed Officials (Sec. 2-16 of the Town Code) to be irreversible and irreparable in nature pursuant to Ch. 162, F.S., and the Town Code.

[Enforcement of Code of Conduct](#)

11. TOWN MANAGER COMMENTS

12. COMMISSIONER COMMENTS

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

13. ANNOUNCEMENTS

- 13.1. CANCELLED Workshop Commission meeting, Wednesday, May 22 at 7:00 PM 115
Regular Commission meeting, Wednesday, June 12 at 7:00 PM
Juneteenth - Town Hall Closed

Food Give Away, Saturday, June 1, from 9 am to noon at Preserve Park
[Full Flyer](#)

14. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk

TOWN OF PEMBROKE PARK

MEMORANDUM NO. 2024-008

TO: Mayor Ashira Mohammed
Members of the Town Commission

CC: Aleem Ghany, Acting Town Manager
Marlen D. Martell, Town Clerk

FROM: Jacob G. Horowitz, Town Attorney *JGH*

DATE: May 3, 2024

RE: Town of Pembroke Park (the "Town") / Police Chief Matters

The Town Attorney's Office has received several inquiries related to the status of the termination of Chief Ra Shana Dabney-Donovan and the anticipated engagement of Interim Chief Dan Decoursey. The intent of this memorandum is to update the Town Commission on our legal advice and recommendations to the Acting Town Manager regarding this matter.

I. RECENT CHRONOLGY

April 5, 2024 – The Town Commission held a special meeting at which it considered Commissioner Jacobs' item entitled "Termination of Police Chief" (Item 11.5). After discussion, a motion to terminate Chief Dabney-Donovan passed 3-2. The Acting Town Manager was directed to provide Chief Dabney-Donovan with notice of her termination pursuant to Sec. 166.0494, F.S. (the "Statute"). Chief Dabney-Donovan was also placed on paid administrative leave, and Chief Wendy Morse was appointed as the interim police chief on April 5, 2024.

April 8, 2024 – In accordance with Town Commission's action and direction, the Acting Town Manager provided Chief Dabney-Donovan with written notice of her termination. As further required by the Statute, the Chief was also advised that she will have the opportunity to appear on May 8, the Town Commission's "next regularly scheduled public meeting," to provide a full and complete response to her termination.

April 15, 2024 – After being advised by Chief Morse that she was unable to continue serving as the interim police chief, the Town Commission held an emergency meeting at which time a motion was adopted to appoint Chief Dan Decoursey as the interim police chief.

April 24, 2024 – The Town Attorney's Office received an email from Stephan Lopez, Esq., legal counsel for Chief Dabney-Donovan. Mr. Lopez advised that he had recently been retained by the chief, but that he would be out of town and unavailable to attend Chief Dabney-Donovan's public presentation on May 8. On behalf of the chief, Mr. Lopez

requested a continuance of her presentation to the next commission meeting (June 12, 2024). The Acting Town Manager would not agree to extending Chief Dabney-Donovan's paid leave for another thirty (30) days. Following consultation with the Town Attorney's Office and the Mayor, the Acting Town Manager agreed to a limited, two-week continuance. The Town Attorney's Office advised Mr. Lopez that Chief Dabney-Donovan's public presentation before the commission would be continued to a special meeting on May 22, 2024. A copy of the Town Attorney's email exchange with Mr. Lopez is attached for your review.

II. LEGAL ANALYSIS

As our office previously advised, the Statute states that "A municipality **may not terminate** a chief of police without providing the chief of police with **written notice of his or her termination.**" The Statute **does not** reference notice of *intent* to terminate, rather it requires written notice of termination. In other words, the Acting Town Manager **could not** have provided Chief Dabney-Donovan with notice of her termination until the commission had taken the appropriate action to terminate her, which occurred on April 5. Coupled with the Commission's action to terminate Chief Dabney-Donovan was specific direction to the Acting Town Manager to provide the legally required notice.

In accordance with the Statute, Chief Dabney-Donovan, following receipt of her written notice of termination, must be allowed "to appear at the next regularly scheduled public meeting [of the Town Commission] and provide a full and complete response to ... her termination." Chief Dabney-Donovan's termination **is not** formally effectuated and finalized until such time that she has had her opportunity to appear before the Commission and the requirements of the Statute have been fully satisfied.

At the time of Chief Dabney-Donovan's presentation, the Town Commission has the option to reconsider its termination of the chief based on her public response. It is unknown what action, if any, will occur following the chief's public presentation.

As noted, on April 15, 2024, at the recommendation of Chief Morse, the Town Commission engaged Chief Decoursey on an interim basis to serve as interim police chief. At this time, the Town Attorney's Office was directed to prepare a contract between the Town and Chief Decoursey for such services. An agreement has been approved as to legal form by the Town Attorney's Office and provided to the Acting Town Manager and Chief Decoursey.

Please be advised that the Town Commission **should not** formally engage Chief Decoursey as the police chief, should it choose to do so, until such time that Chief Dabney-Donovan has had her opportunity to appear before the Town Commission pursuant to the Statute. Chief Decoursey may remain as interim or acting chief while Chief Dabney-Donovan is on paid administrative leave pending her public presentation.

Since the outcome of Chief Dabney-Donovan's public hearing is unknown, it is the opinion of the Town Attorney's Office that any agreement between the Town and Chief Decoursey for the chief's

position **should not** be placed on a commission agenda for consideration until her hearing has been concluded.

However, to the extent that the Town Commission intends on considering Chief Decoursey contract with the Town on May 8 or at any time prior to Chief Dabney-Donovan's public presentation, any action taken on the agreement should be **conditional** and **subject to** the outcome of the Chief Dabney-Donovan's public response to her termination.

III. CONCLUSION

The Town Attorney's Office has been working diligently with the Acting Town Manager to navigate the various legal and operational components of this matter. Admittedly, the process set forth in the Statute does not integrate well with a "commission" form of government in which the police chief reports to a collegial body. If the police chief were to report to the Town Manager or even a Strong Mayor, the manager or the mayor would be able to unilaterally provide notice of termination, which would then be subject to a public presentation before the governing body. Under the Town's unique commission form of government, the notice of termination could only occur following commission action and direction, which occurred on April 5, 2024.

Given the wording of the Statute, the Acting Town Manager's ability to continue Chief Dabney-Donovan's presentation to the Town Commission appears to be discretionary and within his authority. The Statute is intended to afford a police chief due process when facing termination. In general, a short extension of time for an employee to obtain assistance with preparing for a due process hearing is reasonable and common employment practice. The Town Attorney's Office has no legal objection to the two (2) week continuance offered by the Acting Town Manager.

It is important to note that Chief Dabney-Donovan has rights both under state and federal law. The Town Attorney's Office will continue to safeguard the Town's legal interests to the fullest extent possible and, as part of this effort, it is also essential to ensure that Chief Dabney-Donovan is afforded all legal rights that are available to her.

Please contact our office if there is any additional information that we can provide

Jacob G. Horowitz

From: Stephan Lopez, Esq. <Stephan@stephanlopezlawfirm.com>
Sent: Friday, April 26, 2024 10:58 AM
To: Jacob G. Horowitz
Cc: aghany@tppfl.gov
Subject: RE: Rashana Dabney-Donovan

Thank you so much for the prompt response and for the accommodation, it is greatly appreciated. I will make sure you have all of the items back next week in their original format. Yes we are in agreement.

Sincerely,

Stephan Lopez, Esq.

FOP CONTRACT COUNSEL
14875 NW 77TH AVE
Suite 206
Miami Lakes, FL 33014
Phone: (305) 792-8221
Fax: (754) 551-5400

E-mail: stephan@stephanlopezlawfirm.com | www.crimlegal.com



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From: Jacob G. Horowitz <JHorowitz@gorencherof.com>
Sent: Friday, April 26, 2024 10:55 AM
To: Stephan Lopez, Esq. <Stephan@stephanlopezlawfirm.com>

Cc: aghany@tppl.gov

Subject: RE: Rashana Dabney-Donovan

Mr. Lopez,

Good morning and nice to meet you by email. The acting town manager and I have had a chance to discuss your request.

Sec. 166.0494, F.S. entitles Mrs. Dabney-Donovan to appear "at the next regularly scheduled" public meeting of the Town Commission. As you know, the chief has been placed on paid administrative leave until the date of that meeting (5/8). The Town has no objection to continuing the date of Mrs. Dabney-Donovan's public hearing before the Town Commission; however, there is some concern about her remaining on paid leave for another 30 days.

In an effort to accommodate your reasonable request for an extension, the Town has agreed to schedule a special meeting at 6:00 p.m. on May 22, immediately preceding the commission workshop currently scheduled for that date. The acting manager has agreed that Mrs. Dabney Donovan will be permitted to remain on paid administrative leave through May 22, at which time she will be able to provide a "full and complete response to her termination," as required by the statute. Hopefully this accommodation will work for you and your client.

Thank you for your assistance in getting any items remaining in Mrs. Dabney-Donovan's possession returned to the Town. The coordination is appreciated, and my office remains available to assist, as needed.

Please confirm that you and your client are in agreement with the aforementioned timing and process.

Thanks again.

Jacob G. Horowitz



**GOREN CHEROF
DOODY & EZROL P.A.**
ATTORNEYS AT LAW

3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308

Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923

Email: JHorowitz@gorencherof.com | www.GorenCherof.com

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the information from your computer. Please do not copy or use it for any purpose nor disclose its contents to any other person.

From: Stephan Lopez, Esq. [mailto:Stephan@stephanlopezlawfirm.com]

Sent: Friday, April 26, 2024 9:29 AM

To: Jacob G. Horowitz <JHorowitz@gorencherof.com>

Cc: aghany@tppfl.gov

Subject: Rashana Dabney-Donovan

Good morning Mr. Horowitz,

I represent Mrs. Donovan in the employment/admin matter involving the Town of Pembroke Park. I wanted to introduce myself and advise you of the following: One, I am not available on May 8, 2024, for the scheduled commission meeting/hearing regarding Mrs. Donovan's termination so I would like the Town in good faith to reschedule the hearing/meeting scheduled for the 8th as I was retained after my trip had already been scheduled and paid for. I will be out of the country and will not return until May 9, 2024, we can reschedule to the next commission meeting.

Second, Mrs. Donovan received a letter yesterday from the Town requesting she return certain documents/items. I have instructed her to return all the items requested and she will do so early next week. Our office wanted to inspect all the items and make sure that all of the items requested are being turned over and that there will be proof of same. Also, my client has indicated that the major's badge and the cart were left in the office.

I look forward to working with you on this matter.

Sincerely,

Stephan Lopez, Esq.

FOP CONTRACT COUNSEL

14875 NW 77TH AVE

Suite 206

Miami Lakes, FL 33014

Phone: (305) 792-8221

Fax: (754) 551-5400

E-mail: stephan@stephanlopezlawfirm.com | www.crimlegal.com



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Agenda Request

Subject:	Floodplain Management
Meeting Date:	05 16 2024 DRAFT SPECIAL COMMISSION MEETING - May 16 2024
Prepared For:	
Staff Contact:	Aleem Ghany, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	FEMA has updated its floodplain maps which has changed our flood elevations as well as placed certain areas of the Town in a flood zone.
Staff Recommendations:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[2434_001](#)

[2435_001](#)

[2024-007 Floodplain](#)

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



FEMA

April 22, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Ashira Mohammed
Mayor, Town of Pembroke Park
Attention: Aleem A. Ghany, Town Manager
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023

Dear Mayor Mohammed:

I commend you for the efforts that have been put forth in implementing the floodplain management measures for the Town of Pembroke Park, Florida, to participate in the National Flood Insurance Program (NFIP). As you implement these measures, I want to emphasize the following:

- a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for your community;
- the FIS and FIRM will become effective on July 31, 2024; and
- by the FIS and FIRM effective date, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office is required to approve the legally enforceable floodplain management measures your community adopts in accordance with Title 44 Code of Federal Regulations (CFR) Section 60.3(c).

As noted in FEMA's letter dated January 31, 2024, no significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for Broward County. Therefore, the Town of Pembroke Park should use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures. Final printed copies of the FIRM for the Town of Pembroke Park will be sent to you within the next few months.

If you encounter difficulties in enacting the measures, I recommend you contact the Florida Division of Emergency Management. You may contact Jillian Kraynak, Acting State NFIP Coordinator and State Floodplain Manager, by telephone at (850) 815-4560, in writing at the Office of Floodplain Management, Bureau of Mitigation, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, or by electronic mail at jillian.kraynak@em.myflorida.com.

The FEMA Regional staff in Atlanta, Georgia, is also available to provide technical assistance and guidance in the development of floodplain management measures. The adoption of compliant floodplain management measures will provide protection for the Town of Pembroke Park and will ensure its participation in the NFIP. The Regional Office may be contacted by telephone at (770) 220-5200, then pressing 1 for Mitigation, or in writing. Please send your written inquiries to the Director, Mitigation Division, FEMA Region 4, at 3005 Chamblee Tucker Road, Atlanta, Georgia 30341.

The Honorable Ashira Mohammed
April 22, 2024
Page 2

The NFIP State Coordinating Office for your State has verified that Florida communities may include language in their floodplain management measures that automatically adopt the most recently available flood elevation data provided by FEMA. Your community's floodplain management measures may already be sufficient if the measures include suitable automatic adoption language and are otherwise in accordance with the minimum requirements of the NFIP. The NFIP State Coordinator can assist you further in clarifying questions you may have about automatic adoption.

You may have already contacted the NFIP State Coordinator and/or the FEMA Regional Office, and may be in the final adoption process or recently adopted the appropriate measures. However, in the event your community has not adopted the appropriate measures, this letter is FEMA's official notification that you only have until July 31, 2024, to adopt and/or submit a floodplain management ordinance that meets or exceeds the minimum NFIP requirements, and request approval from the FEMA Regional Office by the effective date. Your community's adopted measures will be reviewed upon receipt and the FEMA Regional Office will notify you when the measures are approved.

I appreciate your cooperation to ensure that your community's floodplain management measures are approved by the FEMA Regional Office by July 31, 2024. Your compliance with these mandatory program requirements will enable your community to avoid suspension from the NFIP.

Additional information on community suspensions as proposed, other notices of current NFIP community status information, and details regarding updated publication requirements of community eligibility status information under the NFIP can be found on the Community Status Book section of our website at www.fema.gov/flood-insurance/work-with-nfip/community-status-book. Notices for scheduled suspension will be available on the National Flood Insurance Community Status and Public Notification section of our website at www.fema.gov/flood-insurance/work-with-nfip/community-status-book/public-notification. Individuals without internet access will be able to contact their local floodplain management official and/or NFIP State Coordinating Office directly for assistance.

Sincerely,



Rachel Sears, Director
Floodplain Management Division
Mitigation Directorate | FEMA

cc: Robert Samaan, Regional Administrator, FEMA Region 4
Jillian Kraynak, Acting State NFIP Coordinator and State Floodplain Manager,
Florida Division of Emergency Management
Steve Pizzillo, Interim Building Official, Town of Pembroke Park



Federal Emergency Management Agency

Washington, D.C. 20472

The Honorable Ashira Mohammed
Mayor, Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

(179RS-CW):
Community No.: 120052
Community: Town of Pembroke Park,
Broward County,
Florida

Dear Mayor Mohammed:

Enclosed is a copy of the revised Flood Insurance Study (FIS) materials for Broward County, Florida and Incorporated Areas prepared by the Department of Homeland Security's Federal Emergency Management Agency (FEMA). These materials may include revised Flood Insurance Rate Map (FIRM) panels, a revised FIRM Index, and a revised FIS report. To avoid confusion, please replace materials that you currently have on file with the most recent copy.

As you are aware, your community shares the enclosed Index with several other jurisdictions in the county. Future revisions to the enclosed FIRM Index will only be issued to you if a FIRM panel on which your community is located is revised. This FIRM Index will therefore remain valid for your community until such time as a panel on which your community is shown is revised.

It is also important to note that if your community annexes land that is shown on adjacent FIRM panels in the future, you must obtain a current copy of the adjacent panel as well as the current FIRM index. Additional digital copies of the enclosed materials may be ordered from the FEMA Mapping and Insurance eXchange toll free at 1-877-336-2627 (877-FEMA MAP), or via the website at <https://msc.fema.gov>.

Sincerely,

Luis V. Rodriguez, P.E.
Director, Engineering and Modeling Division
Risk Management Directorate | Resilience

Enclosure(s):
Final SOMA

Revision Effective Date: July 31, 2024

ORDINANCE NO. 2024-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 10 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "FLOOD PREVENTION AND PROTECTION;" AMENDING ARTICLE I, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING DIVISION 2, SECTION 10-12, ENTITLED "BASIS FOR ESTABLISHING FLOOD HAZARD AREAS;" PROVIDING FOR AN UPDATE TO THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; AMENDING ARTICLE II, ENTITLED, "DEFINITIONS;" BY SPECIFICALLY AMENDING SEC 10-75, ENTITLED "DEFINITIONS AND SCOPE;" CLARIFYING THE DEFINITION OF MARKET VALUE; PROVIDING FOR APPLICABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Town of Pembroke Park participates in the National Flood Insurance Program and the Town Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Broward County, Florida, and Incorporated Areas, with an effective date of July 31, 2024; and

WHEREAS, the Town Commission has determined that it is in the public interest to amend Chapter 10-Flood Prevention and Protection to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF

**THE TOWN OF PEMBROKE PARK THAT THE FOLLOWING AMENDMENT IS
HEREBY ADOPTED.**

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed. All exhibits attached hereto are incorporated herein and made a part hereon.

Section 2. CHAPTER 2 OF CITY CODE AMENDED. That Article I, entitled “Administration” of Chapter 10, entitled “Flood Prevention and Protection” of the Town of Pembroke Park Code of Ordinances, is hereby amended by specifically amending Section 12-12, entitled “Basis for Establishing Flood Hazard Areas,” and Section 10-75, entitled “Definitions,” to read, as follows:

Sec. 10-12 Basis for establishing flood hazard areas.

The Flood Insurance Study for Broward County, Florida and Incorporated Areas dated July 31, 2024 ~~August 18, 2014~~, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Town of Pembroke Park Town Hall located at 3150 SW 52nd Ave., Pembroke Park, FL 33023

Sec. 10-75. - Definitions.

Market value. The value of buildings and structures, excluding the land and other improvements on the parcel. Market value is the Actual Cash Value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction), determined by a qualified independent appraiser or tax assessment value adjusted to approximate market value by a factor provided by the County Property Appraiser.

SECTION 3. APPLICABILITY. For the purposes of jurisdictional applicability, this ordinance shall apply in Town of Pembroke Park, Broward County. This ordinance shall apply to all applications for development, including building permit applications and subdivision

proposals, submitted on or after the effective date of this ordinance.

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

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

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

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

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2024.
PASSED AND FINAL ADOPTION on Second Reading this __ day of _____, 2024.

ATTEST:

ASHIRA MOHAMMED
Mayor

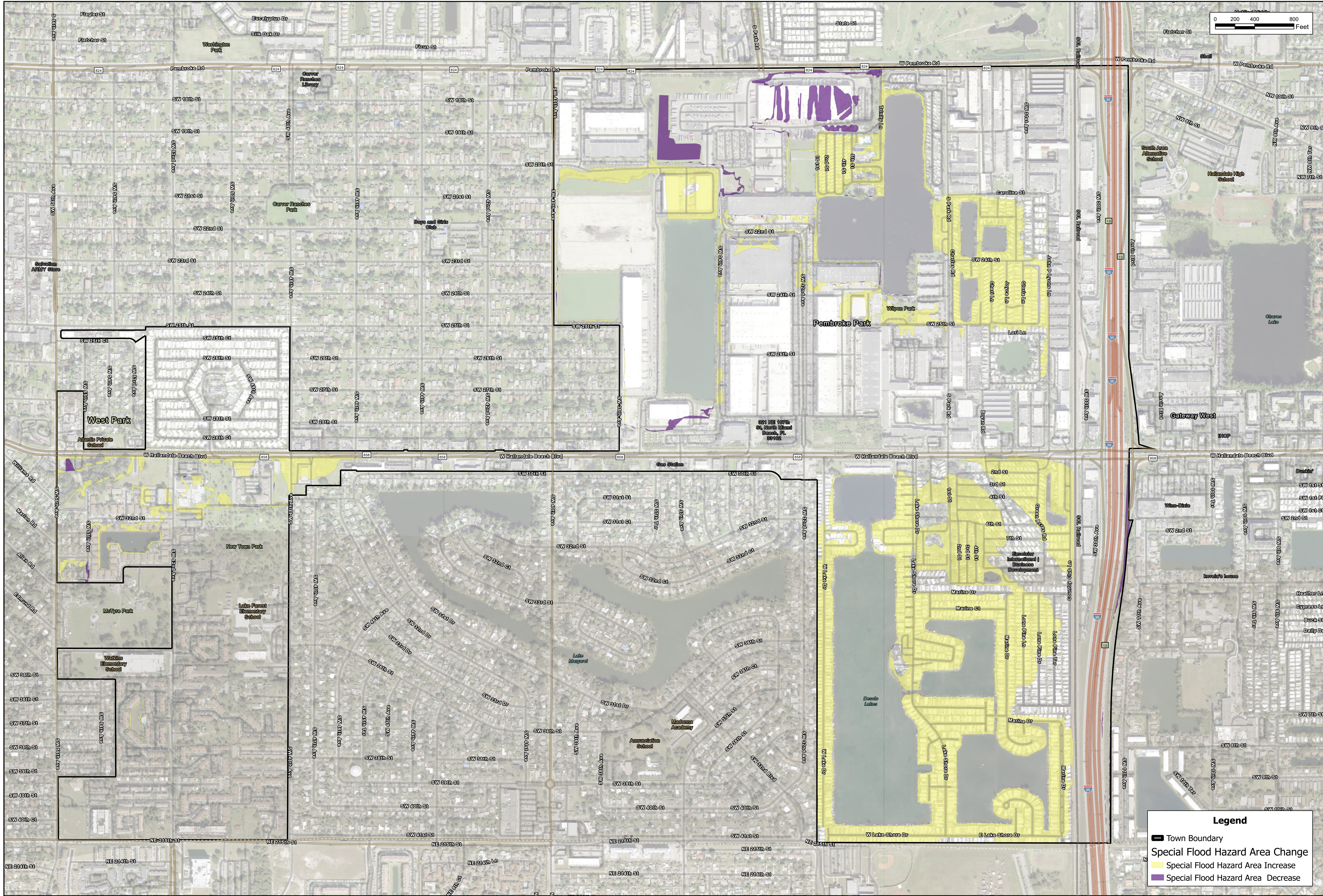
MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

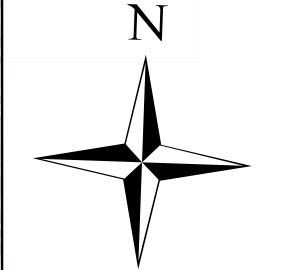
JACOB G. HOROWITZ
Town Attorney

VOTE

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



Kimley»Horn
8201 Peters Road
Suite 2200
Plantation, FL 33324
(954) 535-5100 Phone



**TOWN OF
PEMBROKE PARK, FL**

FEMA CHANGES EXHIBIT

DATE:	MAY 2024
DESIGN:	
DRAWN:	
CHECKED:	
KH NO.:	

SHEET
EXH

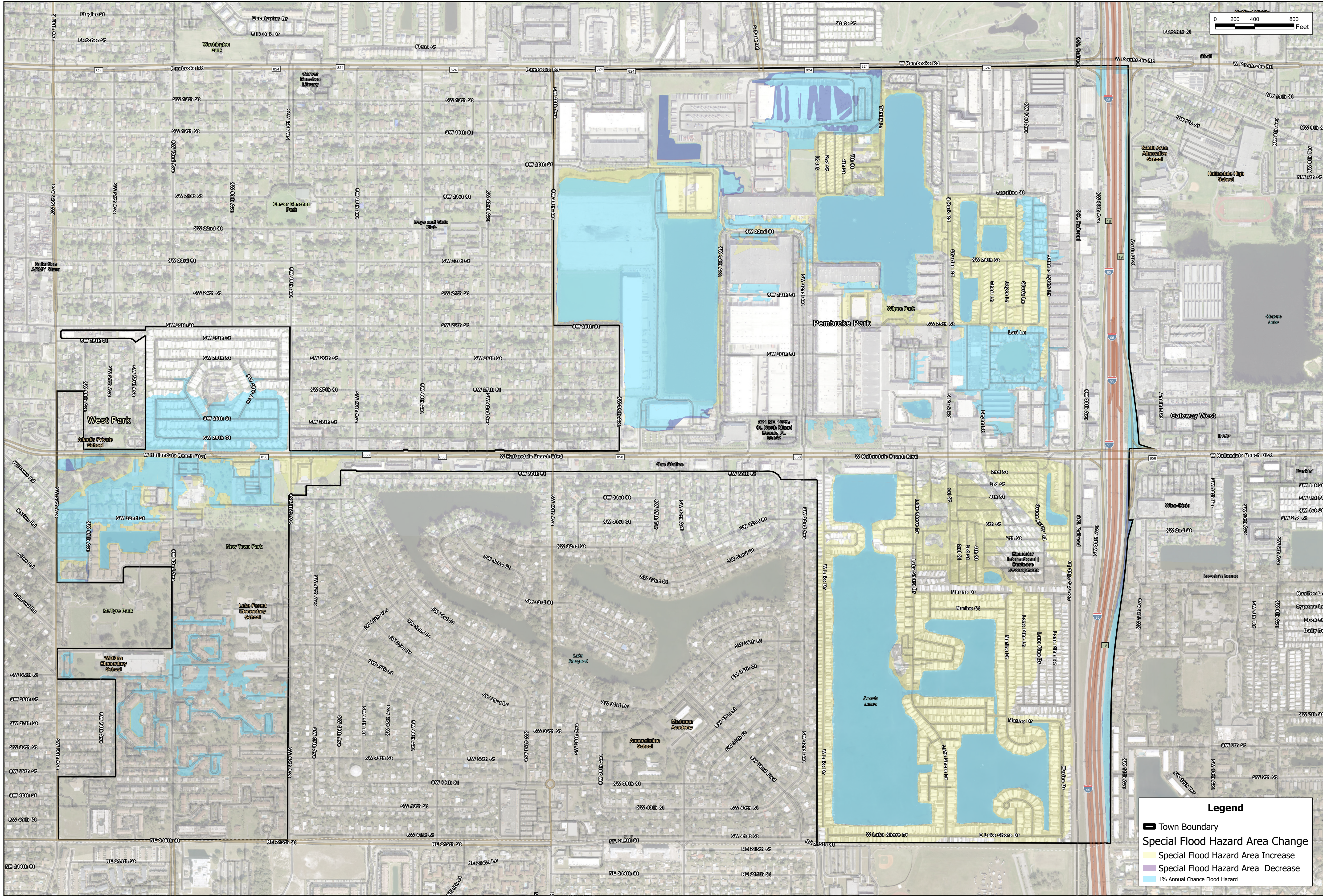
Legend

Town Boundary

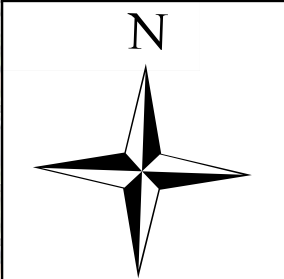
Special Flood Hazard Area Change

Special Flood Hazard Area Increase

Special Flood Hazard Area Decrease



Kimley»Horn
8201 Peters Road
Suite 2200
Plantation, FL 33324
(954) 535-5100 Phone



**TOWN OF
PEMBROKE PARK, FL**

FEMA CHANGES EXHIBIT

DATE:	MAY 2024
DESIGN:	
DRAWN:	
CHECKED:	
KH NO.:	

SHEET
EXH

Town Boundary

Special Flood Hazard Area Change

Special Flood Hazard Area Increase

Special Flood Hazard Area Decrease

1% Annual Chance Flood Hazard



Agenda Request

Subject:	Contract for Interim Police Chief
Meeting Date:	AGENDA SPECIAL COMMISSION MEETING - May 16 2024
Prepared For:	Commission
Staff Contact:	Aleem Ghany, Public Services Director
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	Approval
Financial Implications:	Six (6) month salary of \$77,500.00
Alternatives:	

ATTACHMENTS:

[Police Interim Police Chief Agreement REVISED](#)

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is entered into by and between Town of Pembroke Park, Florida, a Florida municipal corporation (hereinafter referred to as "Town"), and Daniel Decoursey (hereinafter referred to by name or as "Interim Police Chief" and/or "Interim Chief of Police").

WITNESSETH:

WHEREAS, pursuant to the action of the Town Commission at the April 15, 2024 Commission meeting, the Town desires to employ Daniel Decoursey as the Interim Chief of Police for the Town of Pembroke Park, Florida; and

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

WHEREAS, Daniel Decoursey desires to accept employment as the Interim Chief of Police for the Town of Pembroke Park under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions as set forth in this Agreement, the Parties agree as follows:

Section 1. Employment

- A. The Town hereby hires and appoints Daniel Decoursey as its Interim Chief of Police under the terms established herein.
- B. The Town's employment of Daniel Decoursey shall be effective as of April 15, 2024, and will continue for a period of six (6) provisionary months. The six (6) month time period is not guaranteed. Either Party may terminate this Agreement at any time, for any reason, or for no reason at all, provided that the terminating Party submits a written notice of termination with one (1) month prior notice. In the event the Town Commission decides not to extend this Agreement, the Town will provide Daniel Decoursey with two weeks of severance pay plus any accumulated Vacation Leave (up to a maximum of 200 hours) and sick leave (up to \$250.00). In the event that less than one (1) months' notice of termination is provided by either Party, termination will be pursuant to the provisions of Sections 11 and 12 of this Agreement.

Section 2. Salary and Evaluation

- A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Interim Police Chief a six (6) month base salary of seventy-seven thousand five hundred dollars (\$77,500.00), payable in equal installments at the same pay schedule as other Town employees are paid.

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- B. If this Agreement is extended, should the general Town staff receive a cost-of-living increase, the Interim Police Chief will receive the same cost of living increase at the same time as the other staff.
- C. Interim Police Chief must prepare and submit monthly periodic reports to the Town Commission and Town Manager relating to police matters. Additional reports may be required upon request of the Town Commission and/or Town Manager.
- D. Nothing in this Section obligates the Town to increase the base salary or other benefits of the Interim Police Chief. Furthermore, the Town's failure to conduct any of the scheduled evaluations does not constitute noncompliance with a material provision of this Agreement.

Section 3. Duties and Obligations

- A. The Interim Police Chief agrees to perform the following duties and functions:
 - 1. *Devote his full time to the performance to his job as the Interim Chief of Police and to perform any and all sworn duties set forth in the Interim/Full-Time Police Chief's Job Description and such other duties as may be assigned by the Town, provided they are consistent with the duties of an Interim Police Chief and approved by the Town Commission.*
 - 2. *Supervision of the daily operation of the Police Department.*
 - 3. *Supervision of all departmental personnel.*
 - 4. *Submission of reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the Police Department.*
 - 5. *Supervision and control of Police Department equipment and motor vehicles belonging to or used by the Police Department.*
 - 6. *Establishing weapons, ammunition, uniforms, equipment, and vehicle specifications for the Police Department.*
 - 7. *Supervision of all special, auxiliary and/or reserve police officers.*
 - 8. *Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.*
 - 9. *Maintaining the discipline of department personnel; the issuance of orders, rules, regulations, policies, and procedures; and the assignment to shifts and duties of all departmental personnel.*

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10. *Responsible for communications with the public, including the media, on matters related to crime, police, and the department policy.*
11. *Comply with any and all County, State, and Federal laws and regulations which govern the operation of a law enforcement agency in the State of Florida.*

- B. The Interim Police Chief agrees to perform the foregoing duties and responsibilities of his office faithfully, industriously, and to the best of his ability and in a professional and competent manner.
- C. Both Parties agree and acknowledge that the Pembroke Park Police Department is a twenty-four hour a day, seven day a week operation involving work of a serious, urgent, and sensitive nature. Further, the duties of the Interim Police Chief shall reasonably require the Interim Police Chief to work additional hours, beyond typical office hours that are necessary to accomplish the duties and responsibilities of the position. It is also understood and agreed that because the Interim Police Chief may on occasion be required to work many additional hours in addition to an administrative schedule, far beyond a typical business day, the Interim Police Chief shall be allowed to take reasonable compensatory time off, or be allowed to work flexible hours, in order to accomplish the requirements of the position. In order to function effectively, the Interim Police Chief shall be reasonably required to participate in community activities and events, respond to emergencies, and oversee operations and investigations which may arise on a twenty-four hour a day, seven day a week basis.
- D. The Interim Police Chief may serve on any appointed boards or elected boards of any professional organization or serve on any committees related to his professional activities, provided that such activities do not interfere with the performance of his duties as Interim Police Chief.
- E. In the event the Interim Police Chief is temporarily unable to perform his duties, he shall nominate an Acting Interim Police Chief for consideration and designation, if acceptable, by Town Commission.

Section 4. Automobile Allowance and Communications Equipment

The Town agrees to provide the Interim Police Chief the following related to his employment:

- A. The Town agrees to provide the Interim Police Chief with an assigned take-home vehicle for the discharge of his responsibilities to the Town.

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- B. Town shall provide the Interim Police Chief with a cellular telephone and laptop computer capable of remote connection to Town internet for his use in conducting Town business.

Section 5. Dues and Subscriptions

The Town agrees to pay the Interim Police Chief's dues for membership in the International Association of Chiefs of Police, the Florida Police Chiefs Association, the Broward County Chiefs of Police Association, and other law enforcement associations. The Town shall pay other dues and subscriptions on behalf of the Interim Police Chief as are approved in the Town's annual budget (on a line-item basis) or as authorized separately by the Town Commission.

Section 6. Professional Development

The Town recognizes its obligation for the professional development of the Interim Chief of Police and agrees that the Interim Police Chief will be given adequate opportunities to develop or refresh his skills, knowledge, and abilities as a police administrator and as a department manager. As such, the Interim Chief of Police will be reasonably allowed to attend such conferences, seminars, meetings, educational and training sessions with pay and without loss of vacation or other leave and will be reimbursed by the Town for all reasonable expenses incurred while attending or traveling to these aforementioned events.

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

- A. The Interim Police Chief shall be entitled to eighty (80) hours of semi-annual Vacation Leave during the term of this Agreement. The Interim Police Chief's Vacation Leave shall be available for use upon commencement of employment. There is no limit on the amount of Vacation Leave that may carry forward. Upon separation of employment, the Interim Chief of Police will be paid for up to Two Hundred (200) hours of unused Vacation Leave at his then current annual salary.
- B. In addition to Vacation Leave, the Interim Police Chief will be entitled to five (5) personal leave days during this Agreement, none of which may be carried forward from year to year.

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- C. The Interim Chief of Police will be entitled to and abide by the Sick Leave Policy stated in the Town Personnel Policies and Procedures Manual, effective April 9, 1997, or as such policy may be updated and adopted upon future action of the Town Commission.
- D. The Interim Chief of Police will be provided up to three (3) days of Bereavement Leave in the case of an immediate family member's death, and one (1) day for an extended family member's death.

Section 8. Holidays

The Interim Police Chief is entitled to the same paid holidays as the general Town staff. The Interim Chief of Police shall not work on holidays unless required as a result of a police emergency. In the event the Interim Chief of Police is required to work on a holiday due to a police emergency, he will be entitled to observe that holiday on a subsequent date.

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

- A. The Town agrees to pay 100% of the Interim Police Chief's dental and vision insurance and the Interim Police Chief's long term disability insurance on the same terms as general employees. The Interim Police Chief agrees at this time not to utilize the health insurance provided by The Town, but shall be entitled to should he require the coverage in the future. In lieu of health insurance a \$500.00 monthly compensation will be paid.
- B. Life insurance for the Interim Police Chief will be provided in an amount equal to two (2) times the semi-annual salary, up to \$155,000.00.
- C. Supplemental life insurance in larger amounts can be requested in accordance with and subject to the "Evidence of Insurability Form" being approved through the underwriting guidelines. Such supplemental life insurance is at the Interim Police Chief's expense.

Section 10. Retirement

The Town agrees to contribute 32.67% as stipulated by the Florida Retirement System "Special Risk" class of the Interim Police Chief's base salary to the Florida Retirement System, upon approval by the Town's Finance and Budget Department, which approval may not to be unreasonably withheld. Contribution percentage amounts are

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subject to change each year based on legislative law changes, investment experience, and the actuarial experience of the trust fund.

Section 11. Termination by the Town and Severance Pay

- A. The Interim Police Chief will serve at the pleasure of the Town Commission, and the Town Commission may terminate this Agreement and the Interim Police Chief's employment with the Town at any time, for any reason, with or without "just cause".
- B. Termination "without just cause". Should a majority of the members of the Town Commission, then currently holding office, vote to terminate the services of the Interim Police Chief "without just cause", then within ten (10) business days following such vote, the Town Commission shall cause the Interim Police Chief to be paid any accrued and unpaid salary and benefits earned (including 200 maximum hours of Vacation Leave, up to Two Hundred -Fifty(\$250.00) dollars of Sick Leave, and insurance, but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. Within twenty (20) calendar days following the vote to terminate the Interim Police Chief's employment, the Town Commission agrees to pay the Interim Police Chief a lump sum severance pay equal to the lesser of either two (2) weeks of his base salary or the balance of time remaining under the term of this Agreement, as full and complete payment, and satisfaction of any claims of the Interim Police Chief of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Interim Police Chief must, prior to receipt thereof, execute and deliver to the Town a general release of the Town, the Town Commission members, and all Town officers, agents, and employees for all claims, acts, and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release.
- C. Termination "with just cause". In the event the Interim Police Chief is terminated "with just cause", the Town, with the exception of accrued and unpaid salary and benefits actually earned, shall have no obligation to pay the amounts outlined in Section 11, Paragraph B of this Agreement. For purposes of this Agreement, termination with "just cause" is defined and limited to any of the following:
 - 1. Misfeasance, malfeasance and/or nonfeasance in performance of the Interim Police Chief's duties and responsibilities.

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2. Arrest for a felony, a crime of violence, or a crime of dishonesty.
 3. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
 4. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
 5. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.
 6. The commission of any fraudulent act against the interest of the Town.
 7. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
 8. Any other act of a similar nature of the same or greater seriousness.
- D. In the event Town terminates the employment of Interim Police Chief "with just cause", as provided in Paragraph C above, then the Interim Police Chief will be given a written copy of the particulars and shall have the right to appear in public before the Town Commission, with counsel, if so desired, and present evidence, argument, and rebuttal concerning the allegations. After such hearing, if a majority of the members of the Town Commission then currently holding office find there is cause to terminate the Interim Police Chief, then the Interim Police Chief will not be entitled to severance pay. The hearing will be held within sixty (60) days of the notice of termination.
- E. In the event the Town Commission, during the employment term, reduces the salary or other benefits of the Interim Police Chief, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time Town employees, or in the event the Town allegedly refuses to comply with any other material provision of this Agreement benefiting the Interim Police Chief, the Interim Police Chief shall notify the Town Commission in writing of the alleged violation. The Town Commission shall have thirty (30) days from the date of such notice within which to cure the violation, otherwise, the Interim Police Chief may at his option, consider such violation as termination "without just cause" as of the date of such alleged reduction or refusal, and the severance pay provisions and other termination provisions contained herein

Commented [SHB1]: This section is broader than what is required by the statute. Is this what the Commission wants?

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shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 12. Termination by the Interim Police Chief

The Interim Police Chief may terminate this Agreement at any time by delivering to the Town Commission a written notice of termination at least thirty (30) days prior to the effective date of the notice of termination. If the Interim Police Chief terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Interim Police Chief voluntarily resigns pursuant to this Section, the Town will pay to the Interim Police Chief all accrued compensation due the Interim Police Chief up to the Interim Police Chief's final day of employment, including any accrued Vacation Leave up to the Two Hundred (200) hour limit. The Town will have no further financial obligation to the Interim Police Chief pursuant to this Agreement. This subsection does not prevent the Interim Police Chief from collecting any money earned as a result of participation in a deferred retirement or pension program approved pursuant to Section 10 of this Agreement.

Section 13. Disability

If the Interim Police Chief becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 11, Paragraph B of this Agreement.

Section 14. Attorney's Fees

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

Section 15. Transparency

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- A. Open Door Policy: The Interim Police Chief must maintain an open-door policy encouraging communication between the members of the Town Commission, Town Manager and Town department heads.
- B. Governmental Relations: The Interim Police Chief must strive to maintain positive constructive relationships with elected officials, employees, and agents of other governmental agencies for the purpose of mutual good will and the constructive conduct of business regarding matters of interest between the parties.
- C. Communications: The Interim Police Chief agrees to keep the Town Commission and Town Manager informed as to the status of police issues related to the Town, in a timely manner.
- D. Right to Speak: The Interim Police Chief will have the right to address the Town Commission orally and/or in writing in all matters before the Town Commission affecting those matters under his responsibility and/or his employment with the Town.

Section 16. General Terms and Conditions

- A. If any provision or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, will not be affected and remains in full force and effect.
- B. The waiver by either party of a breach of any provision of this Agreement by the other will not operate or be construed as a waiver of any subsequent breach.
- C. This Agreement is binding upon and inures to the benefit of the heirs at law or personal representative of the Interim Chief of Police.
- D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.
- E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed, and litigated in Broward County, Florida.

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

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

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

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

I. The effective date of this Agreement is the last date it is executed by either of the parties to this Agreement, retroactive to the April 15, 2024 action of the Town Commission, wherein the Commission voted to appoint Daniel Decoursey to the Interim Chief of Police provision.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

(00603770.1 3399-000000)

Executed by the TOWN this _____ day of _____ 2024.

TOWN OF PEMBROKE PARK:

By: _____
ASHIRA MOHAMMED, Mayor

ATTEST:

By: _____
ALEEM A. GHANY, Interim Town
Manager

By: _____
JACOB HOROWITZ, Town Attorney

Executed by the INTERIM CHIEF OF POLICE this _____ day of _____ 2024.

By: _____
DANIEL DECOURSEY

Witnesses:

Signature

Signature

Print Name

Print Name

(00603770.1 3399-0000000)

Daniel Decoursey
Employment Agreement
Page 12

(00603770.1 3399-0000000)



Agenda Request

Subject:	Police Department Furniture Purchase
Meeting Date:	May 16, 2024
Prepared For:	☐ Town Commission ☐ Town Attorney ☐ Town Manager / Staff
Staff Contact: Name & Title	Randean Morgan, Records & Evidence Custodian
Dept/Group Name & Title:	Police Department
Recommendation for Counsel to Consider:	Please consider moving forward with Office Furniture 4 Sale as they hold a state contract that enables us to procure all necessary furniture without undergoing the bidding process.
Background Information:	Quotes provided by the following companies: - Office Furniture 4 Sale – State Contract - Office Furniture Warehouse – No State Contract - Quotes and State Contract attached for review
Staff Recommendations:	Despite Office Furniture 4 Sale’s cost, the urgency to promptly furnish the department makes it advantageous to utilize this company and bypass the potential 4–6-week bidding process.
Financial Implications:	- Office Furniture 4 Sale - \$39,956.39 - Office Furniture Warehouse - \$33,367.13 - Cost Difference of \$6,589.26
Alternatives:	N/A



**Alternate Contract Source (ACS)
No. 56120000-24-NY-ACS
For
Furniture, All Types**

This Alternate Contract Source No. 56120000-24-NY-ACS Furniture, All Types (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Affordable Interior Systems, Inc. (Contractor), located at 25 Tucker Drive, Leominster, MA, 01453 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of New York, Office of General Services, competitively procured Group 20915 Furniture, All Types (except Hospital Room and Patient Handling), and awarded No. PC70154, Furniture, All Types (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective December 5, 2023, and its term currently ends on December 1, 2028. The Master Contract has up to five years of renewals available. The Contract will become effective on January 22, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on December 1, 2028 unless terminated earlier or renewed in accordance with Exhibit A, Additional Special Contract Conditions.

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C and this Contract document constitute the Enterprise Alternate Contract Source to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by

**Alternate Contract Source (ACS)
No. 56120000-24-NY-ACS
For
Furniture, All Types**

reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions (Florida)
- c) Exhibit B: Special Contract Conditions (Florida)
- d) Exhibit C: [Price Sheet](#)
- e) Exhibit D: Preferred Pricing Affidavit
- f) Exhibit E: [Master Contract](#) (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:

Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.McMullen@dms.fl.gov

Contractor's Contract Manager:

Helen Woods
Affordable Interior Systems, Inc.
25 Tucker Drive
Leominster, MA 01453
Telephone: (978) 567-5163
Email: HWoods@ais-inc.com

**Alternate Contract Source (ACS)
No. 56120000-24-NY-ACS
For
Furniture, All Types**

5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

AFFORDABLE INTERIOR SYSTEMS

DocuSigned by:

Bryan Poist

FAA45D90902E485

Bryan Poist, Chief Financial Officer

1/19/2024 | 9:12 AM EST

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:

Pedro Allende

C94713929999485

Pedro Allende, Secretary

1/23/2024 | 2:04 PM EST

Date:



office furniture
WAREHOUSE
3411 NW 72nd Avenue
Miami, Florida 33122
305.266.4447
www.ofwfl.com

Sales Order: 11766
Date: 5/2/2024
Representative: Carolina Clayton

Bill To
Randean Morgan
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL. 33023
954.444.1777
786.510.0877
maria@lagomhr.net

Ship To

Sale Terms and Conditions

No cancellation, returns or exchanges. Furniture sales with special fabrics or finishes and pre-owned furniture are final.

Statements are due and payable in full upon receipt. Accounts overdue more than thirty (30) days bear interest at the rate of 1 1/2% per month. Customer agrees to pay all costs of collection including reasonable attorneys fees. OFFICE FURNITURE WAREHOUSE, INC. warrants that any new merchandise sold by OFFICE FURNITURE WAREHOUSE, INC. comes with warrents from the manufacturer only and compies substantially to the purpose it was designated for. All used merchandise is sold on an "as is" basis and without any warranties. OFFICE FURNITURE WAREHOUSE, INC.'s entire liability and our exclusive remedy shall be at OFFICE FURNITURE WAREHOUSE, INC.'s option, either (a) return of the price paid or (b) repair or replacement of the merchandise when accompanied with a copy of your receipt. Limited Warranty is void if failure of the merchandise has resulted from accident, abuse, or misapplication. OFFICE FURNITURE WAREHOUSE, INC. disclaims all other warranties, either expressed or implied warranties of merchantability an fitness of a particular purpose, with respect to the merchandise, whether new or used. In no event shall OFFICE FURNITURE WAREHOUSE, INC. or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising ot of the use of or inability to use this merchandise, even if OFFICE FURNITURE WAREHOUSE, INC. has been advised of the possibility of such damages. OFFICE FURNITURE WAREHOUSE, INC. retains all right, title and interest in all merchandise sold to buyer until account is paid in full. in the event of default in payment, buyer agrees to the peaceful surrender and return of all merchandise to OFFICE FURNITURE WAREHOUSE, INC. upon demand by seller. As inducement for consideration in this transaction, the under signed represents to OFFICE FURNITURE WAREHOUSE, INC. that the undersigned has authority to act on behalf of the buyer subject to the above terms, warranties and conditions of sale. Store credit only on approved returns.

DELIVERY & INSTALLATION

JOB SITE SERVICES - Electrical current, hoisting and/or elevator service with adequate access shall be furnished by the client without charge to OFW. The client shall provide adequate facilities for off-street loading, staging, moving and the handling of office furniture and/or systems. Any delay by the client in job site preparation that prevents scheduled deliveries from taking place may result in additional charges for labor and storage.

SPECIAL PACKAGING & HANDLING - If special packaging and handling is required that is not in the original specifications (i.e. stair carry up, export packaging etc.), the client will be subject to the extra charges incurred.

DELIVERY DURING NORMAL BUSINESS HOURS - Delivery and installation of office furniture and/or systems will be conducted only during normal working hours: Monday through Friday from 8:00a.m. until 5:00p.m. If client requests that labor be performed beyond these hours, working overtime or on holidays then additional charges are to be paid by the client to OFW.

PAYMENT TERMS

All orders require payment in full prior to processing. As OFW often leases office furniture, involving a third party leasing company, a 100% refundable deposit is required from the end user. This deposit will be refunded upon the successful delivery and installation of the office furniture and/or systems and payment from the specified leasing company.

Approved By: _____

Date: _____



office furniture
WAREHOUSE
experience @ work

Town of Pembroke Park

Order Number:

11766

Date:

5/2/2024

Qty	Part Number		Sell	Ext Sell
BRIEFING'S OFFICE				
1	3	FLIP Training Table Frame - Silver TL-7224CS	\$379.99	\$1,139.97
2	3	TL-6624TOP-GRIS Rectangular Top 66W - Gris	\$0.00	\$0.00
3	6	Rogue-HB Rogue High Back Task Chair BK Frame: Black BK Back Mesh: Black BK Seat: Black Fabric	\$269.99	\$1,619.94
			Subtotal	\$2,759.91
CAPITAN'S/MAYOR'SOFFICE				
4	1	GRIS TL GRIS COLOR SELECTION	\$0.00	\$0.00
5	1	TL 66" L-Shape Desk - Desk & Return - 66W x 30D / 42W x 24D - Double Full Peds TL-6630 Desk Shell, 66"W x 30"D TL-4224R Return Shell, 42"W x 24"D TL-BBF Box/Box/File Full Pedestal, 22"D TL-FF File/File Full Pedestal, 22"D	\$869.99	\$869.99
6	1	TL Hutch with Glass Doors, 72"W TL-72HUTCH Hutch Shell, 72"W TL-DOORALUM Glass/Aluminum Doors For 72"W Hutch	\$499.99	\$499.99
7	1	TL Round Table 42"W TL-42RD	\$279.99	\$279.99
8	1	JUSTICE-HR High Back Chair, Elastic Nylon Mesh Back, Fabric Seat, Polished Alum. Back Post & Base, Multi Function Control Mech., Black Infinite Lock, Tilt Tension, Seat Slider	\$499.99	\$499.99

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Page 2 of 10

www.ofwfl.com

Town of Pembroke Park_Police Department_11766.sp4



office furniture
WAREHOUSE
experience @ work

Town of Pembroke Park

Order Number:

11766

Date:

5/2/2024

Qty	Part Number		Sell	Ext Sell
		Includes B90108M Headrest		
	BK	Black Mesh & Seat Upholstery		
9	3	URBINO Urbino Guest Chair, Grey Mesh, Grey Frame, Black Fabric Seat	\$209.99	\$629.97
			Subtotal	\$2,779.93
CHIEF'S OFFICE				
10	1	GRIS TL GRIS COLOR SELECTION	\$0.00	\$0.00
11	1	TL U-Shape Rectangular Desk with Glass Hutch - Double Full Peds	\$1,699.99	\$1,699.99
		TL-7236REC Rectangular Desk Shell, 72"W x 36"D		
		TL-4224CBR Cockpit Bridge, 42"W x 24"D		
		TL-7224CS Credenza Shell, 72"W x 24"D		
		TL-BBF Box/Box/File Full Pedestal, 22"D		
		TL-FF File/File Full Pedestal, 22"D		
		TL-72HUTCH Hutch Shell, 72"W		
		TL-DOORALUM Glass/Aluminum Doors For Hutch		
12	1	TL Two Drawer Lateral File 22D x 36W	\$399.99	\$399.99
		TL-LAT2DR		
13	1	TL Open Hutch 36"W x 36"H	\$179.99	\$179.99
		TL-36HUTCH		
14	1	TL Round Table 42"W	\$279.99	\$279.99
		TL-42RD		
15	1	JUSTICE-HR High Back Chair, Elastic Nylon Mesh Back, Fabric Seat, Polished Alum. Back Post & Base, Multi Function Control Mech., Black	\$499.99	\$499.99
		Infinite Lock, Tilt Tension, Seat Slider		
		Includes B90108M Headrest		
	BK	Black Mesh & Seat Upholstery		

Approved By Initial _____

Page 3 of 10

www.ofwfl.com

Town of Pembroke Park_Police Department_11766.sp4



office furniture
WAREHOUSE
experience @ work

Town of Pembroke Park

Order Number:

11766

Date:

5/2/2024

	Qty	Part Number	Sell	Ext Sell
16	4	URBINO Urbino Guest Chair, Grey Mesh, Grey Frame, Black Fabric Seat	\$209.99	\$839.96
			Subtotal	\$3,899.91

DETECTIVES'S OFFICE

17	1	GRIS TL GRIS COLOR SELECTION	\$0.00	\$0.00
18	2	TL 66" L-Shape Desk - Desk & Return - 66W x 30D / 42W x 24D - Double Full Peds TL-6630 Desk Shell, 66"W x 30"D TL-4224R Return Shell, 42"W x 24"D TL-BBF Box/Box/File Full Pedestal, 22"D TL-FF File/File Full Pedestal, 22"D	\$869.99	\$1,739.98
19	2	TL Bookcase 66H TL-66BOOK	\$279.99	\$559.98
20	2	Rogue-HB Rogue High Back Task Chair BK Frame: Black BK Back Mesh: Black BK Seat: Black Fabric	\$269.99	\$539.98
21	4	URBINO Urbino Guest Chair, Grey Mesh, Grey Frame, Black Fabric Seat	\$209.99	\$839.96
			Subtotal	\$3,679.90

EVIDENCE'S OFFICE

22	1	GRIS TL GRIS COLOR SELECTION	\$0.00	\$0.00
23	1	FLIP Training Table Frame - Silver TL-7224CS	\$349.99	\$349.99

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Page 4 of 10

www.ofwfl.com

Town of Pembroke Park_Police Department_11766.sp4

	Qty	Part Number	Sell	Ext Sell
24	1	TL-4824TOP-GRIS Rectangular Top 48W - Gris	\$0.00	\$0.00
25	1	FBFPED.MOB Mobile Pedestal, BOX/FILE***Lead time: 6-8 Weeks*** BU FIN: Black Umber	\$219.99	\$219.99
26	1	109-MESH Mid Back Task Chair, Black Mesh Back-Adjustable, Black Fabric Seat	\$179.99	\$179.99
			Subtotal	\$749.97

EXECUTIVE ASSIST

27	1	GRIS TL GRIS COLOR SELECTION	\$0.00	\$0.00
28	1	TL 66" L-Shape Desk - Desk & Return - 66W x 30D / 42W x 24D - Double Full Peds TL-6630 Desk Shell, 66"W x 30"D TL-4224R Return Shell, 42"W x 24"D TL-BBF Box/Box/File Full Pedestal, 22"D TL-FF File/File Full Pedestal, 22"D	\$869.99	\$869.99
29	1	TL Hutch with Glass Doors, 72"W TL-72HUTCH Hutch Shell, 72"W TL-DOORALUM Glass/Aluminum Doors For 72"W Hutch	\$499.99	\$499.99
30	2	TL Two Drawer Lateral File 22D x 36W TL-LAT2DR	\$399.99	\$799.98
31	1	TL End Table TL-END	\$99.99	\$99.99
32	1	Ortona-LS-BK Ortona Series Love Seat Black	\$699.99	\$699.99



office furniture
WAREHOUSE
experience @ work

Town of Pembroke Park

Order Number:

11766

Date:

5/2/2024

	Qty	Part Number	Sell	Ext Sell
33	1	JUSTICE-HR High Back Chair, Elastic Nylon Mesh Back, Fabric Seat, Polished Alum. Back Post & Base, Multi Function Control Mech., Black Infinite Lock, Tilt Tension, Seat Slider Includes B90108M Headrest BK Black Mesh & Seat Upholstery	\$499.99	\$499.99
34	2	URBINO Urbino Guest Chair, Grey Mesh, Grey Frame, Black Fabric Seat	\$209.99	\$419.98
			Subtotal	\$3,889.91

EXTRA OFFICE

35	1	VL Metal Desk, 66W x 30D, Laminate Top & Laminate Modesty Panel VL-6630FRAME Metal Frame for 66"W x 30"D Tops VL-6630TOP Laminate Top & Laminate Modesty For 66"W x 30"D Desk Textured Grey Wood Grain	\$449.99	\$449.99
36	1	VL Mobile Box/File Pedestal VL-BFMOD Textured Grey Wood Grain	\$289.99	\$289.99
37	1	Rogue-HB Rogue High Back Task Chair BK Frame: Black BK Back Mesh: Black BK Seat: Black Fabric	\$269.99	\$269.99
			Subtotal	\$1,009.97

LIEUTENANT'S OFFICE

38	1	GRIS TL GRIS COLOR SELECTION	\$0.00	\$0.00
39	1	TL U-Shape Rectangular Desk with Hutch - Double Full Peds TL-6030REC Rectangular Desk Shell, 60"W x 30"D TL-4224CBR Cockpit Bridge, 42"W x 24"D TL-7224CS Credenza Shell, 72"W x 24"D	\$1,499.99	\$1,499.99

Approved By Initial _____

Page 6 of 10

www.ofwfl.com

Town of Pembroke Park_Police Department_11766.sp4



office furniture
WAREHOUSE
experience @ work

Town of Pembroke Park

Order Number:

11766

Date:

5/2/2024

Qty	Part Number		Sell	Ext Sell
	TL-BBF	Box/Box/File Full Pedestal, 22"D		
	TL-FF	File/File Full Pedestal, 22"D		
	TL-72HUTCH	Hutch Shell, 72"W		
	TL-DOORALUM	Glass/Aluminum Doors For 72"W Hutch		
40	1	TL Mobile Box/File Pedestal	\$229.99	\$229.99
		TL-BFMOB		
41	1	JUSTICE-HR High Back Chair, Elastic Nylon Mesh Back, Fabric Seat, Polished Alum. Back Post & Base, Multi Function Control Mech., Black Infinite Lock, Tilt Tension, Seat Slider Includes B90108M Headrest BK Black Mesh & Seat Upholstery	\$499.99	\$499.99
42	2	URBINO Urbino Guest Chair, Grey Mesh, Grey Frame, Black Fabric Seat	\$209.99	\$419.98
			Subtotal	\$2,649.95
RECORD'S OFFICE				
43	1	GRIS TL GRIS COLOR SELECTION	\$0.00	\$0.00
44	1	FD-DA26-3066-R-LICO Resting Top (Inset) - Licorice***SHOWROOM PIECE***SPECIAL PRICE	\$1,259.99	\$1,259.99
45	1	FD-LC-1872-R-LIC Resting Top (Inset) - Licorice***SHOWROOM PIECE***SPECIAL PRICE	\$0.00	\$0.00
46	2	TL Wall-Mounted Hutch, 36"W TL-HUTCH36-D-WM	\$229.99	\$459.98
47	2	TL Credenza - 72W x 24D - Single Full Ped TL-7224CS Credenza Shell, 72"W x 24"D TL-BBF Box/Box/File Full Pedestal, 22"D	\$469.99	\$939.98
48	2	Rogue-HB Rogue High Back Task Chair	\$269.99	\$539.98

Approved By Initial _____

Page 7 of 10

www.ofwfl.com

Town of Pembroke Park_Police Department_11766.sp4



office furniture
WAREHOUSE
experience @ work

Town of Pembroke Park

Order Number:

11766

Date:

5/2/2024

Qty	Part Number		Sell	Ext Sell
	BK	Frame: Black		
	BK	Back Mesh: Black		
	BK	Seat: Black Fabric		
			Subtotal	\$3,199.93
SARGERNTS'S OFFICE				
49	1	GRIS TL GRIS COLOR SELECTION	\$0.00	\$0.00
50	4	TL Credenza - 72W x 24D - Double Full Ped	\$729.99	\$2,919.96
		TL-7224CS Credenza Shell, 72"W x 24"D		
		TL-BBF Box/Box/File Full Pedestal, 22"D		
		TL-FF File/File Full Pedestal, 22"D		
51	4	TL Hutch with Wood Doors, 72"W	\$399.99	\$1,599.96
		TL-72HUTCH Hutch Shell, 72"W		
		TL-DOOR Wood Doors For 72"W Hutch		
52	1	26-402 26.56"d x 15.15"w x 52"h, 4 Drawer - Letter Size, Lock, 2600 SERIES, UNIVERSAL FILING**Lead time: 6- 8 Weeks***	\$397.87	\$397.87
		~STD Metal File Case & Storage Front Paint Finishes (Global Stan		
		~GLO Global Standard Colors		
		BLK 1-Black BLK		
		WSTD C-Key Random (STD)		
		~ Interlock Mech Not Required		
		~STD Non-GSA (Commercial Furniture Offering)		
53	4	Rogue-HB Rogue High Back Task Chair	\$269.99	\$1,079.96
		BK Frame: Black		
		BK Back Mesh: Black		
		BK Seat: Black Fabric		
			Subtotal	\$5,997.75

Z-Services

Approved By Initial _____

Page 8 of 10

www.ofwfl.com

Town of Pembroke Park_Police Department_11766.sp4



office furniture
WAREHOUSE
experience @ work

Town of Pembroke Park

Order Number:

11766

Date:

5/2/2024

	Qty	Part Number		Sell	Ext Sell
54	1	OFWREG			
		Delivery, Installation and Off-Site Trash Removal		\$2,750.00	\$2,750.00

Regular Business Hours - MON thru FRI 8am -5pm

Building Restriction may incur additional charges

Non-Split Delivery

Subtotal **\$2,750.00**

Total **\$33,367.13**

Grand Total **\$33,367.13**

Please go through the information below with your sales representative

Delivery		CPU	
Yes	No	Yes	No

PROJECT NOTES

Property Type		Carry-Up		Floor/Level #	Elevator		COI - Certificate of Insurance Required	
Commercial	Residential	Yes	No		Yes	No	Yes	No
							Send COI sample to dgarcia@ofwfl.com	

Delivery Contact

Contact Phone

Installation site and areas of work must be cleared and free of debris on the date of delivery.

Expected Lead Time

Agreed Delivery Date

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Page 9 of 10

www.ofwfl.com

Town of Pembroke Park_Police Department_11766.sp4



office furniture
WAREHOUSE
experience @ work

Town of Pembroke Park

Order Number:

11766

Date:

5/2/2024

Qty

Part Number

Sell

Ext Sell

How did you hear about Office Furniture Warehouse?

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Page 10 of 10

www.ofwfl.com

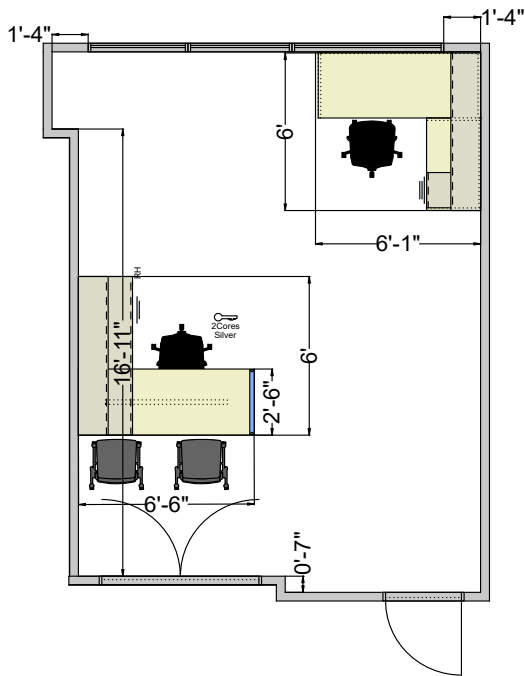
Town of Pembroke Park_Police Department_11766.sp4



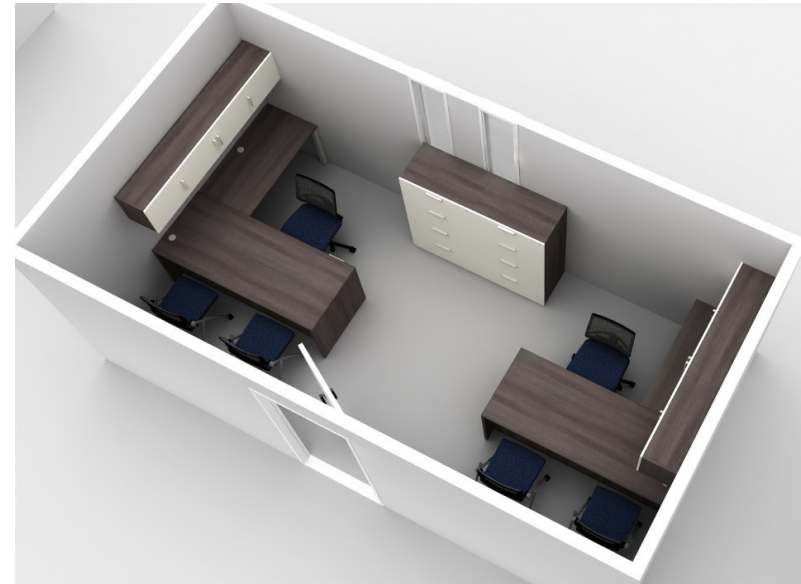
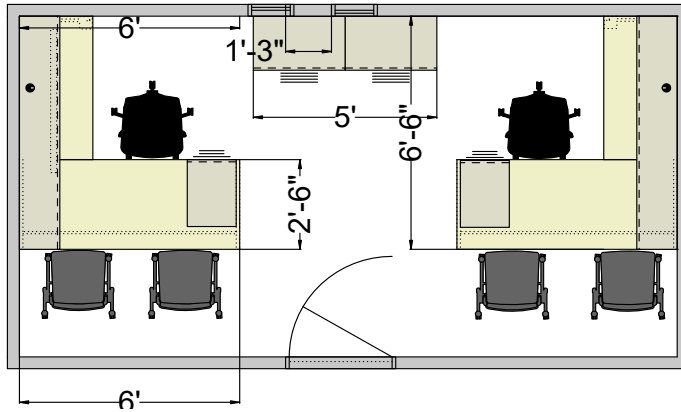
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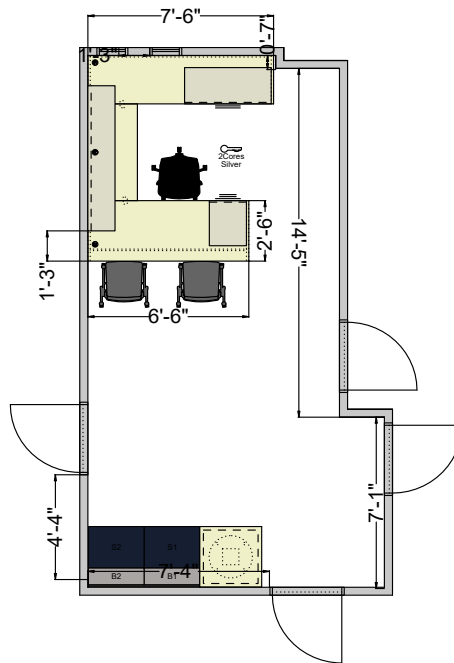
Front Desk



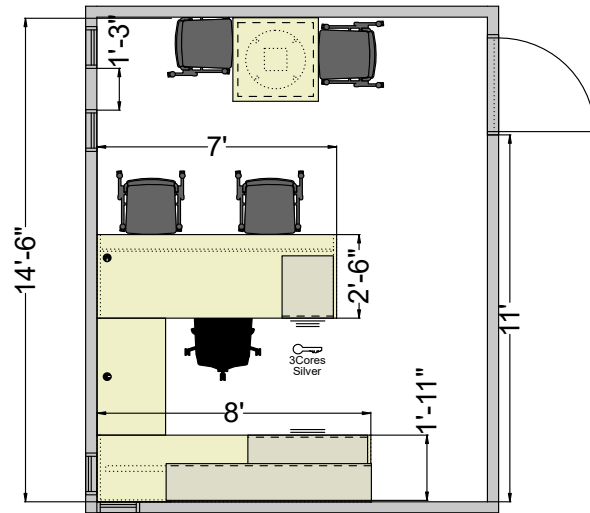
Detectives Office



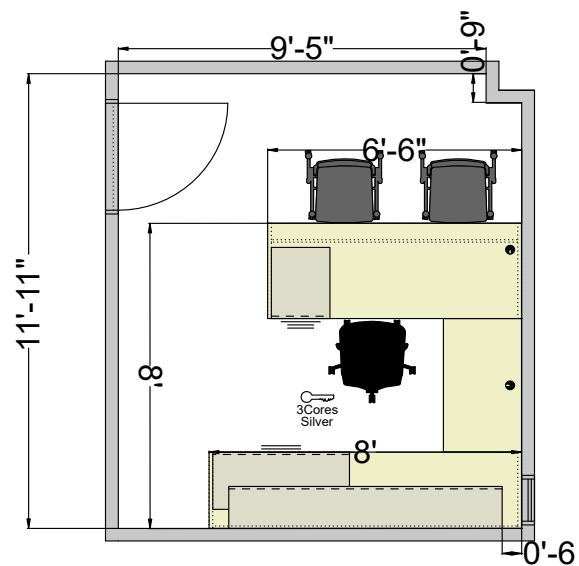
Executive Assistant



Chief Office

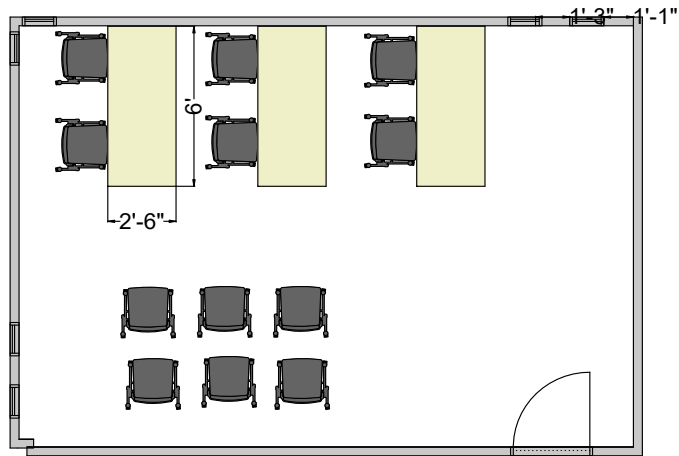


Mayor's Office



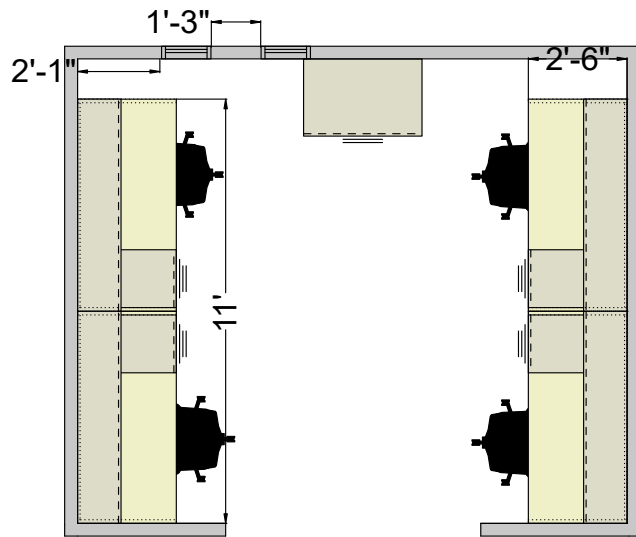
Office
Furniture **4** Sale

Briefing Room

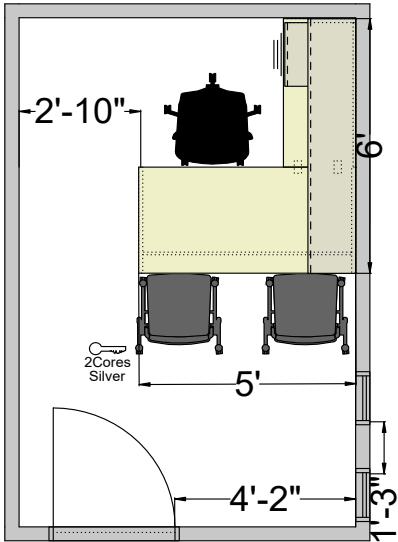


Office
Furniture **4** Sale
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Sergeant's Room



Lieutenant's Office



Executive Chair comes also with
arms



Bill of Material



#	Part Number	Options	Description	Qty	Sell	Ext. Sell
1. Front Desk Office						
1	4600C		Devens Black Configurable Task Chair	2	\$252.45	\$504.90
2	6820C		Stow No Arms Mesh Back/fabric Choice Seat	2	\$194.49	\$388.98
3	C-OWMC167214L		Wall Mounted Overhead w/Cabinet Doors-16Hx72Wx14D	2	\$468.72	\$937.44
4	S-W1CORE2		Key Alike Kit (2 Cores) - Wesko Type	1	\$5.94	\$5.94
5	X-BBFPFS23		Cbx Partial Depth Bbf Ped 23dx28hx16w	1	\$344.34	\$344.34
6	X-BFCBCR217224		CBX Combo B/F Ped Right/Bookcase Left 24D x 21H x 72W	1	\$699.48	\$699.48
7	X-DRR4224R		CB Desk Return with Access Modesty RH 24Dx42Wx29H	1	\$211.50	\$211.50
8	X-DSFM7230		Cb Desk Shell With Full Mod Flush 30dx72wx29h	1	\$291.78	\$291.78
9	X-FS-ROR3078OP		CBX Rect Square Edge Floating O Leg PWR 30Dx78W	1	\$1,086.48	\$1,086.48
Total 1. Front Desk Office						\$4,470.83
2. Detectives Office						
10	4600C		Devens Black Configurable Task Chair	2	\$252.45	\$504.90
11	6820C		Stow No Arms Mesh Back/fabric Choice Seat	4	\$194.49	\$777.95
12	C-OWMC167814L		Wall Mounted Overhead w/Cabinet Doors-16Hx78Wx14D	2	\$474.84	\$949.68
13	W-WS2448		Rectangular - 2mm Edge - 24D x 48W	2	\$137.41	\$274.82
14	WFS-NL22724		N-Leg 2.5 x 2.5 Post 27H 24D	2	\$141.73	\$283.47
15	WPS-VC48		U-Channel - 48W	1	\$30.49	\$30.49
16	X-BBFPFS23		Cbx Partial Depth Bbf Ped 23dx28hx16w	2	\$344.34	\$688.68
17	X-DS7230		Cb Desk Shell Full Mod Recessed 30dx72wx29h	1	\$291.78	\$291.78
18	X-DS7230		Cb Desk Shell Full Mod Recessed 30dx72wx29h	1	\$291.78	\$291.78
19	X-LAT4DFS3018		Cbx 4d Full Depth Lat 54hx18w	2	\$846.00	\$1,692.00
Total 2. Detectives Office						\$5,785.54
3. Executive Assistant						
20	4600C		Devens Black Configurable Task Chair	1	\$252.45	\$252.45
21	6820C		Stow No Arms Mesh Back/fabric Choice Seat	2	\$194.49	\$388.98
22	F-SSS345430C		LB LOUNGE 2 SEAT 34"H X 54"W X 30" SOLID BASE	1	\$539.03	\$539.03
23	S-W1CORE2		Key Alike Kit (2 Cores) - Wesko Type	1	\$5.94	\$5.94
24	T-SQK3016DSG		TBL, SQR, KNF, 30Dx16H, DISC, GLD	1	\$495.72	\$495.72
25	W-WS2448		Rectangular - 2mm Edge - 24D x 48W	1	\$137.41	\$137.41
26	WPS-FP		Flat Plate	4	\$7.51	\$30.03
27	X-BBFPFS232818		CBX Partial Depth BBF Ped 23Dx28Hx18W	1	\$378.72	\$378.72
28	X-DS7830		Cb Desk Shell Full Mod Recessed 30dx78wx29h	1	\$301.68	\$301.68
29	X-DSFM9024		Cb Desk Shell With Full Mod Flush 24dx90wx29h	1	\$297.36	\$297.36
30	X-LAT2DFS4218		Cbx 2d Full Depth Lat 18dx28hx42w	1	\$583.02	\$583.02
31	X-LSWM327212H		CBX Wall Mounted L Shelf Horizontal 32Hx72Wx12D	1	\$216.54	\$216.54
Total 3. Executive Assistant						\$3,626.87
4. Chief Office						
32	4600C		Devens Black Configurable Task Chair	1	\$252.45	\$252.45
33	6820C		Stow No Arms Mesh Back/fabric Choice Seat	4	\$194.49	\$777.95
34	S-W1CORE3		Key Alike Kit (3 Cores) - Wesko Type	1	\$9.18	\$9.18

Date 5/15/2024

Page 13 / 15

Bill of Material



#	Part Number	Options	Description	Qty	Sell	Ext. Sell
35	T-SQK3029DSG		TBL, SQR, KNF, 30Dx29H, DISC, GLD	1	\$518.76	\$518.76
36	W-WS2442		Rectangular - 2mm Edge - 24D x 42W	1	\$127.17	\$127.17
37	WPS-VC48		U-Channel - 48W	1	\$30.49	\$30.49
38	X-BBFPFS232818		CBX Partial Depth BBF Ped 23Dx28Hx18W	1	\$378.72	\$378.72
39	X-CDWM327214		Cb Wall Mounted Cabinet Double Height 14dx32hx72w	1	\$588.42	\$588.42
40	X-DS8430		Cb Desk Shell Full Mod Recessed 30dx84wx29h	1	\$314.46	\$314.46
41	X-DSS9624		Cb Desk Shell With Access Mod 24dx96wx29h	1	\$297.72	\$297.72
42	X-LAT2DFS4218		Cbx 2d Full Depth Lat 18dx28hx42w	1	\$583.02	\$583.02
				Total 4. Chief Office		\$3,878.34
5. Mayor's Office						
43	4600C		Devens Black Configurable Task Chair	1	\$252.45	\$252.45
44	6820C		Stow No Arms Mesh Back/fabric Choice Seat	2	\$194.49	\$388.98
45	C-OWMC168414L		Wall Mounted Overhead w/Cabinet Doors-16Hx48Wx14D	1	\$476.82	\$476.82
46	S-W1CORE3		Key Alike Kit (3 Cores) - Wesko Type	1	\$9.18	\$9.18
47	W-WS2442		Rectangular - 2mm Edge - 24D x 42W	1	\$127.17	\$127.17
48	X-BBFPFS232818		CBX Partial Depth BBF Ped 23Dx28Hx18W	1	\$378.72	\$378.72
49	X-DS7830		Cb Desk Shell Full Mod Recessed 30dx78wx29h	1	\$301.68	\$301.68
50	X-DSFM9624		Cb Desk Shell With Full Mod Flush 24dx96wx29h	1	\$306.54	\$306.54
51	X-LAT2DFS4218		Cbx 2d Full Depth Lat 18dx28hx42w	1	\$583.02	\$583.02
				Total 5. Mayor's Office		\$2,824.56
6. Briefing Room						
52	6820C		Stow No Arms Mesh Back/fabric Choice Seat	12	\$194.49	\$2,333.86
53	T-RCR307229FLC		TBL, REC, 2mm, 30Dx72Wx29H, FLIP, CSTR	3	\$619.74	\$1,859.22
				Total 6. Briefing Room		\$4,193.08
7. Sergeant's Room						
54	4600C		Devens Black Configurable Task Chair	4	\$252.45	\$1,009.79
55	C-OWMC166614L		Wall Mounted Overhead w/Cabinet Doors-16Hx66Wx14D	4	\$461.34	\$1,845.36
56	X-BBFPFS242818		CBX Full Depth BBF Ped 24Dx28Hx18W	4	\$381.24	\$1,524.96
57	X-DSFM6630		Cb Desk Shell With Full Mod Flush 30dx66wx29h	4	\$282.24	\$1,128.96
58	X-LAT2DFS3624		Cbx 2d Full Depth Lat 24dx28hx36w	1	\$600.66	\$600.66
				Total 7. Sergeant's Room		\$6,109.73
8. Lieutenant's Office						
59	4600C		Devens Black Configurable Task Chair	1	\$252.45	\$252.45
60	6820C		Stow No Arms Mesh Back/fabric Choice Seat	2	\$194.49	\$388.98
61	C-OWMC167214L		Wall Mounted Overhead w/Cabinet Doors-16Hx72Wx14D	1	\$468.72	\$468.72
62	S-W1CORE2		Key Alike Kit (2 Cores) - Wesko Type	1	\$5.94	\$5.94
63	X-BBFPFS182818		CBX Full Depth BBF Ped 18Dx28Hx18W	1	\$351.72	\$351.72
64	X-DR4220L		CB Desk Return LH 20Dx42Wx29H	1	\$191.52	\$191.52
65	X-DS6030		Cb Desk Shell Full Mod Recessed 30dx60wx29h	1	\$258.12	\$258.12
				Total 8. Lieutenant's Office		\$1,917.44

Date 5/15/2024

Page 14 / 15

Bill of Material



#	Part Number	Options	Description	Qty	Sell	Ext. Sell
						Components \$32,806.39
						Delivery \$600.00
						Assembly \$6,550.00
						Subtotal \$39,956.39
						Total \$39,956.39



Agenda Request

Subject:	Filling of previous advertised vacant positions
Meeting Date:	05 08 2024 DRAFT AGENDA REGULAR COMMISSION MEETING - May 08 2024
Prepared For:	
Staff Contact:	Ashira Mohammed, Mayor
Dept/Group:	Administrative
Recommendation for Counsel to consider:	To fill positions.
Background Information:	
Staff Recommendations:	
Financial Implications:	
Alternatives:	

From: [HR](#)
To: [Bill Hodgkins](#); [Erik Morrisette](#); [Geoffrey Jacobs](#); [Musfika Kashem](#); [Aleem Ghany](#); [ashira mohammed](#)
Cc: [HR](#); kristen.biazar@gehringgroup.com; [John Muller](#); [Town Clerk](#); [Jacob G. Horowitz](#); [Mark Pakula](#)
Subject: HR Consulting Report #1- 05/06/2024
Date: Monday, May 6, 2024 5:49:10 PM
Attachments: [Chief Building Off. - JD.pdf](#)
[Chief Building Official Review.pdf](#)
[Town Planner JD.pdf](#)
[Town Planner Review.pdf](#)
[Outlook-photo](#)

Good afternoon,

I hope you are all doing well. My first day on-site is this week, Wednesday, 05/08/2024. Our goal is to become familiar with the HR functions that were taken on by other leadership in the absence of an HR Director, policies, and past practices. I have meetings set-up with Town Clerk, Finance Director, Interim Police Chief, and Interim Town Manager. On Wednesday, I will also contact general employees to coordinate meetings with myself and John Muller for Monday, 5/13/2024. These employee meetings will assist us in becoming familiar with the organization, employees, and the day-to-day operations.

We have reviewed the resumes for the Chief Building Official and Town Planner, summaries are attached, along with the corresponding job descriptions.

Recommendations:

Town Planner: Start the screening/interview process for candidates #1-6; they all meet the preferred qualification for education and have previous or current municipal experience related to the position.

Chief Building Official: There are two (2) candidates that have great experience, but only one meets the minimum qualification, candidate #1. If you are looking to expediate this placement, I recommend starting the screening/interview process with this candidate (#1). Candidate #2 has good experience, but does not possess the educational or the General Contractor License requirement. I included both candidate in the summary attached for your review. That said, the minimum requirements are quite stringent for this position. If you would like to expand your candidate pool, we recommendation re-evaluating the job description's minimum qualification and potentially repost.

Please let me know who you would like to move forward.

I will scan a copy of the resumes to this group tomorrow, as well.

I look forward to meeting everyone in person, soon.

Thank you!

Respectfully,

Kristen



954-966-4600 Ext 250 | hr@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

From: [Aleem Ghany](#)
To: [Town Clerk](#); [Mark Pakula](#)
Subject: FW: Meeting Follow-up
Date: Tuesday, April 23, 2024 3:40:57 PM
Attachments: [linkedin_32x32_56fd47a2-8c11-42c8-9e87-0e4500fb3141.png](#)
[facebook_32x32_e923565a-75de-4400-8407-916c92a46b17.png](#)
[youtube_32x32_ace2ac45-d636-47f4-8219-7ff319d92299.png](#)
[Candidate Review - ACM.pdf](#)
[On-site Schedule.pdf](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

From: Kristen Biazar <kristen.biazar@gehringgroup.com>
Sent: Tuesday, April 23, 2024 3:31 PM
To: Ashira Mohammed <amohammed@tppfl.gov>
Cc: Aleem Ghany <aghany@tppfl.gov>; John Muller <john.muller@gehringgroup.com>
Subject: Meeting Follow-up

Good afternoon Mayor Mohammed,

I hope you are doing well. We appreciate the time you took to meet with us yesterday. Based on your meeting, our understanding is that the below are our immediate priorities by the Commission:

- Hiring an ACM
- General hiring
- Compliance training
- Current organizational chart
- Job description review
- Handbook & other policy review

We have reviewed the two (2) ACM candidate resumes provided, our summaries are attached. Our recommendation is to consider Chandler Williamson for the Town Manager vacancy. As stated, Mr. Williamson was one of the Commission's top candidates for the Town Manager position previously, therefore, we recommend Mr. Williamson for the role which will expedite the recruitment process. If the Commission moves forward with Mr. Williamson, we recommend considering Judith Frazier for the Assistant Town Manager position. Ms. Frazier's strong HR & Risk background could assist the Town in many of its current challenges.

Please let us know how you would like to proceed with these candidates after the

Commission Meeting. We can speak with and/or arrange interviews for either candidate, particularly Ms. Frazier as we believe she hasn't been contacted by anyone at the Town.

Following our meeting with you, our team discussed our strategy moving forward, and agreed with need to conduct an audit to include:

- Current hiring and onboarding practices
- Performance management and disciplinary process – particularly adherence to
- Policy compliance & training
- Tools & technology
- Vendor agreements (as they relate to HR)
- Employee complaints and morale

In short, we want to conduct a thorough review of the Town's HR function and understand what is in place now and what recommendations we will propose. Before moving forward, we need to clarify the following:

- **We have compliance training available and would like to start enrolling Town employees very soon. Training series will have a deadline for completion. Please confirm that Commission supports holding the employees and management accountable for completing the training timely and their actions, i.e., following the progressive disciplinary process for individuals who engage in violations, fairly and consistently.**
- **To confirm, if we receive employee complaints, we will document and clarify the complaints and bring them forward to the Interim City Manager. For any higher-level complaints, we would bring them forward to the Town Attorney.**
- **We understand that the Commission as a collective are responsible for making decisions for the Town, please confirm who our direct contact should be for this engagement, i.e. Interim Town Manager.**
- **Please confirm the information the Commission would like included in our monthly reports.**

We developed our schedule for the first twelve (12) weeks (attached). Our initial on-site days will be dedicated to the following:

- **Week 1 - May 8, 2024 - Kristen on-site:**
 - Set-up workspace and organize
 - Continue to meet staff (self-tour)
 - Review current HR practices and procedures

- Schedule meeting with Christian Noel
 - In addition to HR functions, discuss background check policy, ADP uses, hiring process, onboarding, job posting
- Schedule meeting with Aleem Ghany
 - Coordinate on-going meetings
- Schedule meeting with Marlen Martell
 - Understand record retention, filing system, etc.
- Pre-schedule meetings with department leadership and employees for May 13th
- Kristen will attend the commission meeting for observation
- **Week 2 - May 13, 2024 - John & Kristen on-site:**
 - Conduct HR and organizational audit
 - Review current procedures, processes, policies, and conduct needs assessment
 - File Audit
 - Meet with department leadership and employees

For the remaining ten (10) weeks, my office hours will be as follows:

Week 3	Mon, 5/20 & Wed, 5/22	8:30 a.m. - 4:30 p.m.
Week 4	Fri, 5/31	8:30 a.m. - 4:30 p.m.
Week 5	Wed, 6/5	8:30 a.m. - 4:30 p.m.
Week 6	Mon, 6/10 & Wed, 6/12	8:30 a.m. - 4:30 p.m.
Week 7	Fri, 6/21	8:30 a.m. - 4:30 p.m.
Week 8	Mon, 7/1	8:30 a.m. - 4:30 p.m.
Week 9	Mon, 7/8 & Wed, 7/10	8:30 a.m. - 4:30 p.m.
Week 10	Wed, 7/17	8:30 a.m. - 4:30 p.m.
Week 11	Mon, 7/22 & Wed, 7/24	8:30 a.m. - 4:30 p.m.
Week 12	Fri, 8/2	8:30 a.m. - 4:30 p.m.

If there are any changes to the schedule above, I (or John) will notify you as soon as possible.

My contact information is kristen.biazar@gehringgroup.com and my direct phone

number is 561-293-3722.

Please let me know if you have any questions.

Thank you!

Respectfully,



Kristen Biazar

HR & Risk Services Consultant



Office: 561-626-6797

Fax: 561.293.3722



3500 Kyoto Gardens Dr.

Palm Beach Gardens, FL 33410



gehringgroup.com



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ACM Candidate Review

04/23/2024

Candidate Name	Judith Frazier
Education	BA - Marketing / MS - Organizational Leadership
Additional Education (Non-degree)	Municipal and State Government
Experience	Town Manager - Town of Proctor - 2023-Present
	Director of HR, Risk, & Government Ops - 2017-2023
	VP of HR & Director of External Affairs - 2012-2017
Qualifications	Meets all minimum qualifications
Preferred Qualifications	MS - Organizational Leadership & Management, public sector management experience, including about a yr. as Town Manager
Highlights	Budget preparation, experience improving police coverage, responsible for HR & Risk functions for over 300 employees, recruitment, policy development, leave management, experience with FLSA, employee relations, including grievances, union negotiations, grant experience, ADA coordinator

ACM Candidate Review

4/23/2024

Candidate Name	William F. Williamson
Education	BS - Political Science / MPA - Public Administration / DPA - Political Science
Additional Education (Non-degree)	N/A
Experience	Government Affairs Independent Consulting - August 2021 - Present
	City Manager/Chief Operating Officer - City of Pahokee - March 2015 - May 2021
	Director of Community Relations & Research - City of Fort Lauderdale Housing Authority - 2008 - 2010
	Chief of Staff for Staff Senator - Florida State Senate, District 29 (FTL) = 2005 - 2008
	Program Director, Community Workforce Experience - Urban League of Broward County
Qualifications	Meets minimum qualifications
Preferred Qualifications	MPA & DPA / public sector management experience, including 6 yrs. as Town Manager
Highlights	Budget preparation, HUD knowledge, implemented public policy mandates and ordinances, revised financial auditing and operations, grant experience, emergency preparedness / Awarded 2019-2020 South Florida's Top 100 Influential Public & Business Leaders / Veteran

Chief Building Official- Minimum Qualifications

Bachelor's Degree in Architecture, Engineering, Construction Technology, Planning, or a related field

Ability be certified by the Broward County Board of Rules and Appeals (BORA) in the Building Official, Structural Chief Inspector, Structural Plan Examiner and Structural Inspector categories.

Possession of a Plans Examiner certification from the International Code Council (ICC) and the State of Florida required.

Possession of a Standard Building Inspector certification from the International Code Council (ICC) and the State of Florida required.

Possession of a Building Official certification from the International Code Council (ICC) and the State of Florida required.

Must be a State of Florida, Licensed General Contractor, Professional Engineer, or Registered Architect.

Must be certified by the Florida Association of Code Enforcement (FACE), level I, II, III and IV, within two (2) years if appointment.

Ten (10) years of experience as a Chief Structural Inspector.

Extensive knowledge of all functions relevant to the processing and approval of building construction projects in the respective trade/discipline, e.g. plan review, licensing, permitting, inspections and a minimum of five (5) years in the code enforcement field.

Candidate #1 Name	Emmanuel Agbenohevi
Education	Master's in Architecture & Building Design
Experience	Asst. Building Official - City of Hallendale (08/2021 - Current) (Interim Building Official for 3 months)
	Chief Building Inspector - Bal Harbour Village (06/2019 - 07/2021)
	Chief Structural Inspector & Assistant Building Official (03/2017 - 06/2019) (Interim Building Official (3x - 3 months ea.)
	Building Plan Examiner/Structural Building Inspector - City of Doral (10/2013 - 03/2017)
	Building Plans Examiner/Structural Building Inspector - Town of Miami Lakes (02/2013 - 2017)
	Building Plans Examiner - City of Miami Gardens (05/2008 - 08/2009)
	Building Plan Examiner/Structural Building Inspector - City of Doral (12/2005 - 05/2008)
	Building Plans Examiner - City of Hialeah (07/2006 - 12/2006)
	Building Inspector - Miami-Dade County Building Dept. (03/2004-12/2005)
Qualifications	Meets minimum qualifications
Preferred Qualifications	
Highlights	Many years of experience, municipal experience, currently Assistant Building Official and previous interim experience

Candidate # 2 Name	James McGuiness, EI
Education	Bachelor's degree
Experience	Chief Buiding Official/Building Director/Floodplain Manager -Town of Surfside - (2021-Present)
	Building Official/Zoning Administrator/Floodplan Administrator - City of Holmes Beach (2015-2019)
	Building Official - GFA International Engineering - (2013-2015)
	Other exp: 15 years in structural steel fabrication and commercial construction, multistory commercial, industrial and institutional structures
Qualifications	Meets certification requirements.
Preferred Qualifications	
Highlights	Building Official experience for almost 10 years / numerous years of electical experience / municipal experience

Town Planner - Minimum Qualifications
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Graduation from an accredited college or university with a bachelor's degree in Public or Business Administration; a master's degree in a related field is highly desired .
--

Two (2) years of professional planning and/or zoning experience in the public sector.

AICP certification preferred .

Candidate #1 Name	Jeremiah Champion
Education	M.S. Public Admin, B.A. Public Admin
Relevant Experience	Engineer Mechanic - US Army Reserve (01/2023 - Current)
	Planning Consultant - GA DOT (05/2022 - 09/2022)
	Intern, Governor's Office of Planning & Budget - State of GA (05/2022 - 08/2022)
	Company Liason, Infantrymen (11B) - US Army (04/2014 - 04/2021)
	Manager -CVS (09/2016 - 08/2020)
	Acct Executive - New Acquisitions (05/2011 - 09/2015)
Qualifications	Meets minimum qualifications
Preferred Qualifications	Master's degree
Highlights	State experience, Veteran

Candidate #2 Name	Mitchell Alan Graham
Education	BS: Urban & Regional Planning / MS: Construction Mgmt
Relevant Experience	Planner I - City of Cooper City (9/2023 - Current)
	Land Development Planner - City of Miami (08/2022 - 06/2023)
	Emergency Mgmt Planner - Miami-Dade County Fire Rescue (8/2019 - 6/2020)
	Planner and Development Section, State Supp. Unit Hazard Mitigation Planning Analyst - MI Dept of State Police (9/2008 - 08/2019)
	Comprehensive Traffic Study Analyst - MI Department of Transportation (05/2005 - 08/2005)
Qualifications	Meets minimum qualifications
Preferred Qualifications	MS degree
Highlights	Municipal and state government experience. Currently Planner I for City of Cooper City

Candidate #3 Name	Saradja Registre
Education	BS: Urban & Regional Planning / M. Arch, Denver & Abroad
Relevant Experience	Planner II: City of Corpus Christi (04/2022 - Current)
	Planning Technician: City of Corpus Christi (06/2021 - 04/2022)
	Project Coordinator: S+A (03/2014 - 05/2019)
	Urban Planning Intern: Lauderdale Lake CRA (08/2008 - 12/2008)
Qualifications	Meets minimum qualifications
Preferred Qualifications	M. Arch
Highlights	Municipal experience; currently Planner II for the City of Corpus Christi

Candidate #4 Name	Alicia Joseph
Education	B.S: Urban & Regional Planning / M.S: Real Estate Development
Relevant Experience	Land Development Planner - WGI, INC (01/2021 - Present)
	Development Compliance Technician - City of Palm Beach Gardens (01/2019 - 01/2021)
Qualifications	Meets minimum qualifications
Preferred Qualifications	M.S degree
Highlights	Municipal experience

Candidate #5 Name	Samuel M. Hodewu - M.S.C
Education	B.S Geography & Regional Planning / M.S: Geography Info Science & Cartography
Relevant Experience	Strategic Planning Specialist: ODEE Consult (12/2015 - 01/2018)
	Urban Planning Officer: Lagos State Ministry of Urban & Town Planning (01/2019 - 10/2020)
	Graduate Teaching Assistantship (EAGIS): Western Illinois Univ. (01/2024 - 05/2024)
Qualifications	Meets minimum qualifications
Preferred Qualifications	M.S. degree
Highlights	GIS Assoc Member, American Planning Assoc. Member, GIS exp., municipal/state experience

Candidate #6 Name	Ehsan Ershad Sarabi
Education	B.S: Urban Engineering / M.S: Regional & Urban Planning
Relevant Experience	Community Development Planner - Mashhad Municipality (12/2019 - 12/2021)
	Urban Planner - Mashhad Municipality (02/2017 - 11/2019)
	Urban Facilitator - Tehran Municipality (03/2014 - 01/2017)
Qualifications	Meets minimum qualifications
Preferred Qualifications	M.S. Degree - municipal experience
Highlights	Skill in Urban Planning software, including GIS, municipal experience

Candidate #7 Name	Isabel Nieves
Education	Master's in Urban Planning / Bachelor's Environmental Science
Relevant Experience	HMGP Eligibility Manager - IEM (10/2023 - Present)
	Director of Urbanism and Land Use - Municipio Aguadilla (01/2019 - Present)
	Customer Service Rep - Infosys (09/2015 - 09/2019)
	Sales Associate - Open Mobile - (09/2013 - 08/2015)
	Sales Associate - Radio Shack (11/2012 - 2014)
	Planning Technician - Municipality of Aguadilla (09/2009 - 05/2013)
Qualifications	Meets minimum qualifications
Preferred Qualifications	Master's degree
Highlights	Municipal experience

Candidate #8 Name	Amanda Noelle Foor
Education	M.S: Urban & Regional Planning
Relevant Experience	Comissioner Assistant II: City of Fort Lauderdale (2023-Current)
	Planning Assistant: City of Fort Lauderdale (2022-2023)
	Administrative Assistant - Chen Moore & Associates (02/2020 - 05/2022)
Qualifications	Meets minimum qualifications
Preferred Qualifications	M.S. degree
Highlights	M.S. degree; municipal experience

Candidate #9 Name	David Watson
Education	M.S. Geospatial Systems Engineering / B.S. Human Settlement Planning
Relevant Experience	Physical Planning Officer/ Planning Official - Physical Planning Department (2021-2022)
	Mandatory Nat'l Service - Physical Planning Development (2020)
	Internship - Physical Planning Department (2019)
	Internship - Physical Planning Department (2018)
	Internship - Physical Planning Department (2017)
Qualifications	Meets minimum qualifications
Preferred Qualifications	Master's degree
Highlights	Municipal experience

Candidate #10 Name	Jamie Gassman
Education	B.S. Accounting, MBA, M.A. Homeland Sec. Counterterrorism
Relevant Experience	Transportation Planner I - Connecticut D.O.T (01/2020 - Present)
	Main Counter Puller - NAPA Warehouse (04/2017 - 01/2020)
	Rental Tech/Lead - Powder Ridge Mountain Park & Resort (12/2015 - 01/2018)
Qualifications	Meets minimum qualifications
Preferred Qualifications	Master's degree
Highlights	State experience

Candidate #11 Name	Shanika Binns
Education	B.S: Urban & Regional Planning
Relevant Experience	GIS Analyst - Electoral Office of Jamaica (09/2015 - 2023)
	GIS Tech/Analyst - Ministry of Transport, Works & Housing (04/2013 - 09/2015)
	Landuse Technician/Planning Intern - St. Elizabeth Development Committee (11/2011 - 04/2013)
Qualifications	Meets minimum qualifications
Preferred Qualifications	
Highlights	Extensive GIS experience

Candidate #12 Name	Veronica Sanchez
Education	B.S: Urban Design
Relevant Experience	Tribe-Wide Planner - Seminole Tribe of Florida (07/2019 - Present)
	Planner - WGI (09/2016 - 07/2019)
Qualifications	Meets minimum qualifications
Preferred Qualifications	N/A
Highlights	Government experience

Chief Building Official- Minimum Qualifications
Bachelor's Degree in Architecture, Engineering, Construction Technology, Planning, or a related field
Ability be certified by the Broward County Board of Rules and Appeals (BORA) in the Building Official, Structural Chief Inspector, Structural Plan Examiner and Structural Inspector categories.
Possession of a Plans Examiner certification from the International Code Council (ICC) and the State of Florida required.
Possession of a Standard Building Inspector certification from the International Code Council (ICC) and the State of Florida required.
Possession of a Building Official certification from the International Code Council (ICC) and the State of Florida required.
Must be a State of Florida, Licensed General Contractor, Professional Engineer, or Registered Architect.
Must be certified by the Florida Association of Code Enforcement (FACE), level I, II, III and IV, within two (2) years if appointment.
Ten (10) years of experience as a Chief Structural Inspector.
Extensive knowledge of all functions relevant to the processing and approval of building construction projects in the respective trade/discipline, e.g. plan review, licensing, permitting, inspections and a minimum of five (5) years in the code enforcement field.

Candidate #1 Name	Emmanuel Agbenohevi
Education	Master's in Architecture & Building Design
Experience	Asst. Building Official - City of Hallendale (08/2021 - Current) (Interim Building Official for 3 months)
	Chief Building Inspector - Bal Harbour Village (06/2019 - 07/2021)
	Chief Structural Inspector & Assistant Building Official (03/2017 - 06/2019) (Interim Building Official (3x - 3 months ea.)
	Building Plan Examiner/Structural Building Inspector - City of Doral (10/2013 - 03/2017)
	Building Plans Examiner/Structural Building Inspector - Town of Miami Lakes (02/2013 - 2017)
	Building Plans Examiner - City of Miami Gardens (05/2008 - 08/2009)
	Building Plan Examiner/Structural Building Inspector - City of Doral (12/2005 - 05/2008)
	Building Plans Examiner - City of Hialeah (07/2006 - 12/2006)
	Building Inspector - Miami-Dade County Building Dept. (03/2004-12/2005)
Qualifications	Meets minimum qualifications
Preferred Qualifications	
Highlights	Many years of experience, municipal experience, currently Assistant Building Official and previous interim experience

Candidate # 2Name	Scott Wadowski
Education	H.S. Diploma & Trade school
Experience	Building Official - CAP (05/2022 - Current)
	Building Official - City of New Britain (02/2015 - 2022)
	Electrical Inspector - City of New Britain (10/2013 - 02/2015)
	Electrical Superintendent - Interstate Electrical Services, Inc. (08/2010 - 10/2013)
	Electrical Superintendent - T & T Electrical Contractors (02/2006 - 07/2010)
	Electrical Superintendent - Lighthouse Enterprices (02/2005 - 08/2006)
Qualifications	Meets certification requirement (concentration in electrical for some of the certs), but does not have a bachelor's degree or a general contractor license
Preferred Qualifications	
Highlights	Building Official experience for almost 10 years / numerous years of electical experience / municipal experience

Town Planner - Minimum Qualifications
--

Graduation from an accredited college or university with a bachelor's degree in Public or Business Administration; a master's degree in a related field is highly desired .
--

Two (2) years of professional planning and/or zoning experience in the public sector.

AICP certification preferred .

Candidate #1 Name	Mitchell Alan Graham
Education	BS: Urban & Regional Planning / MS: Construction Mgmt
Relevant Experience	Planner I - City of Cooper City (9/2023 - Current)
	Land Development Planner - City of Miami (08/2022 - 06/2023)
	Emergency Mgmt Planner - Miami-Dade County Fire Rescue (8/2019 - 6/2020)
	Planner and Development Section, State Supp. Unit Hazard Mitigation Planning Analyst - MI Dept of State Police (9/2008 - 08/2019)
	Comprehensive Traffic Study Analyst - MI Department of Transportation (05/2005 - 08/2005)
Qualifications	Meets minimum qualifications
Preferred Qualifications	MS degree
Highlights	Municipal and state government experience. Currently Planner I for City of Cooper City

Candidate #2 Name	Saradja Registre
Education	BS: Urban & Regional Planning / M. Arch, Denver & Abroad
Relevant Experience	Planner II: City of Corpus Christi (04/2022 - Current)
	Planning Technician: City of Corpus Christi (06/2021 - 04/2022)
	Project Coordinator: S+A (03/2014 - 05/2019)
	Urban Planning Intern: Lauderdale Lake CRA (08/2008 - 12/2008)
Qualifications	Meets minimum qualifications
Preferred Qualifications	M. Arch
Highlights	Municipal experience; currently Planner II for the City of Corpus Christi

Candidate #3 Name	Alicia Joseph
Education	B.S: Urban & Regional Planning / M.S: Real Estate Development
Relevant Experience	Land Development Planner - WGI, INC (01/2021 - Present)
	Development Compliance Technician - City of Palm Beach Gardens (01/2019 - 01/2021)
Qualifications	Meets minimum qualifications
Preferred Qualifications	M.S degree
Highlights	Municipal experience

Candidate #4 Name	Samuel M. Hodewu - M.S.C
Education	B.S Geography & Regional Planning / M.S: Geography Info Science & Cartography
Relevant Experience	Strategic Planning Specialist: ODEE Consult (12/2015 - 01/2018)
	Urban Planning Officer: Lagos State Ministry of Urban & Town Planning (01/2019 - 10/2020)
	Graduate Teaching Assistantship (EAGIS): Western Illinois Univ. (01/2024 - 05/2024)
Qualifications	Meets minimum qualifications
Preferred Qualifications	M.S. degree
Highlights	GIS Assoc Member, American Planning Assoc. Member, GIS exp., municipal/state experience

Candidate #5 Name	Ehsan Ershad Sarabi
Education	B.S: Urban Engineering / M.S: Regional & Urban Planning
Relevant Experience	Community Development Planner - Mashhad Municipality (12/2019 - 12/2021)
	Urban Planner - Mashhad Municipality (02/2017 - 11/2019)
	Urban Facilitator - Tehran Municipality (03/2014 - 01/2017)
Qualifications	Meets minimum qualifications
Preferred Qualifications	M.S. Degree - municipal experience
Highlights	Skill in Urban Planning software, including GIS, municipal experience

Candidate #6 Name	Amanda Noelle Foor
Education	M.S: Urban & Regional Planning
Relevant Experience	Comissioner Assistant II: City of Fort Lauderdale (2023-Current)
	Planning Assistant: City of Fort Lauderdale (2022-2023)
	Administrative Assistant - Chen Moore & Associates (02/2020 - 05/2022
Qualifications	Meets minimum qualifications
Preferred Qualifications	M.S. degree
Highlights	M.S. degree; municipal experience

Candidate #7 Name	Shanika Binns
Education	B.S: Urban & Regional Planning
Relevant Experience	GIS Analyst - Electoral Office of Jamaica (09/2015 - 2023)
	GIS Tech/Analyst - Ministry of Transport, Works & Housing (04/2013 - 09/2015)
	Landuse Technician/Planning Intern - St. Elizabeth Development Committee (11/2011 - 04/2013)
Qualifications	
Preferred Qualifications	Meets minimum qualifications
Highlights	Awards for Land Surveyors, extensive GIS experience

Candidate #8 Name	Camilo Lopez
Education	B.S: Architecture / B.S: Urban Design
Relevant Experience	Strategic Planning Consultant (09/2020 - Current)
	City of Doral - Planning/App review (position not listed) (09/2020 - 12/2020)
	Urban Designer & Project Mgr - RMA (06/2016 - 10/2020)
	Intern Urban Designer - The Corradino Group (03/2014 - 03/2015)
	Freelance - Architectural Designer, Urban Designer, Researcher (2014-2016)
Qualifications	Meets minimum qualifications
Preferred Qualifications	N/A
Highlights	Municipal experience

Candidate #9 Name	Lillian M. Pino
Education	B. Architecture / M. Architecture in Computing
Relevant Experience	Project Manager - Nichols Architects (2023-2024)
	Project Manager - Adache Group Architects (2021-2023)
	Senior Design Manager - MSA Architects (2020-2021)
	Job Captain - SB Architects (2013-2020)
Qualifications	Meets minimum qualification
Preferred Qualifications	Master's degree
Highlights	

Candidate #10 Name	Dennis Johnson Jr.
Education	B.A: Urban Design
Relevant Experience	Assistant Project Manager - Coble Builders (05/2023 - Current)
	Project Manager - Junior Estimator - Stonegate Contracting Group (01/2020 - 05/2023)
	Executive Assistant - Canali Group (08/2019 - 12/2019)
Qualifications	Meets minimum qualification
Preferred Qualifications	
Highlights	Experience with Urban Planning softwares



Agenda Request

Subject:	Parks & Recreation Advisory Board Members
Meeting Date:	05 16 2024 DRAFT SPECIAL COMMISSION MEETING - May 16 2024
Prepared For:	Town Commission
Staff Contact:	Ashira Mohammed, Mayor
Dept/Group:	
Recommendation for Counsel to consider:	Motion needed to appoint the Board Members pending background check Kevin Linous Lucy Weber Jean Daniel Lazare Sylvain Fretigny Reneesha Mcneil
Background Information:	
Staff Recommendations:	
Financial Implications:	
Alternatives:	

TOWN OF PEMBROKE PARK

MEMORANDUM NO. 2024-005

TO: Mayor Ashira Mohammed
Members of the Town Commission

CC: Aleem Ghany, Acting Town Manager
Marlen D. Martell, Town Clerk
Joseline Ramirez, Chief Code Compliance Officer

FROM: Jacob G. Horowitz, Town Attorney *JGH*

DATE: May 14, 2024

RE: Town of Pembroke Park ("Town") / Enforcement of Code of Conduct for Elected and Appointed Officials

At the Town Commission workshop on April 24, 2024, the Town Commission, by consensus, directed the Town Attorney's Office to pursue the enforcement of the Town's Code of Conduct for Elected and Appointed Officials (the "Code of Conduct") through the code enforcement process set forth in Ch. 162, F.S., and Chapter 7 of the Town's Code of Ordinances. The Code of Conduct was adopted by the Town Commission on July 12, 2023, through Ordinance No. 2023-004 (the "Ordinance") and has been codified as Sec. 2-16 of the Town's Code of Ordinances. A copy of the Ordinance is attached for your convenience.

The Code of Conduct expressly provides that the Town Commission has the authority to enforce the code against its own members. Further, in the event that a member of the Town Commission, after being afforded due process, is determined by the Town Commission to have violated the code, the Town Commission may impose certain penalties, including any "lawful penalty deemed to be reasonable and appropriate by the Town Commission." *See Sec. 2-16(E)(4), Town Code of Ordinances.*

Sec. 1-13 of the Town Code of Ordinances further establishes a general penalty provision for all violations of the Town Code. This section provides, in relevant part, as follows:

- (a) Whenever in this Code of Ordinances or in any ordinance of the Town any act is prohibited or is made or declared to be unlawful or an offense, or whenever in such Code or ordinance the doing of any act is required, or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this Code or any ordinance shall be punished by a fine not to exceed five hundred dollars (\$500.00) or imprisonment not to exceed sixty (60) days, or both fine and

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imprisonment. Each day any violation of any provision of this Code or of any ordinance shall continue shall constitute a separate offense.

- (b) In addition to the penalties hereinabove provided, any condition caused or permitted to exist in violation of any of the provisions of this Code or any ordinance shall be deemed a public nuisance and may be, by the Town, abated as provided by law, and each day that such condition continues shall be regarded as a new and separate offense.

Code enforcement and the special magistrate process is governed by Ch. 162, F.S. The Town has also adopted the state code enforcement process as set forth in Chapter 7 of the Town's Code of Ordinances.

Sec. 162.06, F.S., in particular, establishes the enforcement procedure and generally requires a code enforcement officer to provide an alleged violator with **notice** and a **reasonable time to correct** the violation **before** issuing a notice of violation and bringing the individual before the special magistrate. However, if a code enforcement officer has reason to believe that a violation "is **irreparable** or **irreversible** in nature," (emphasis added) the code officer must make a **reasonable effort to notify the violator** and may **immediately notify the special magistrate** and request a hearing.

In accordance with Sec. 162.09, F.S., if a special magistrate finds the violation of the code to be **irreparable** or **irreversible** in nature, the magistrate may impose a fine not to exceed **\$5,000 per violation**.

Thus, for a violation that is "irreparable or irreversible," the initial notice and reasonable time to cure is inapplicable and the matter can proceed directly to a hearing before a special magistrate to determine if a violation has occurred and if so, levy a fine.

I. CODE ENFORCEMENT CITATIONS

Ch. 162, F.S., also provides for an alternate method of code enforcement predicated upon the issuance of citations. On September 8, 1999, the Town Commission adopted Ordinance No. 99-9-5, thereby adopting and implementing the code citation process within the Town.

Sec. 7-52 of the Town Code states that "any code enforcement officer...is hereby authorized to **issue a citation** to a person when, based upon a personal investigation, the code enforcement officer has reasonable cause to believe that a person has committed a **violation of any ordinance**." Sec. 7-52 further states that "a code enforcement officer **shall not** be required to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may **immediately** issue a citation if a repeat violation is found or if the code

enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety or welfare, or if the violation is **irreparable or irreversible.**"

The Town Code further details the contents of the code citations, as well as a process for payment of fines and appeals. For instance, Sec. 7-75(b) of the Town Code states, in part, as follows:

If the person cited **elects to pay** the applicable reduced civil penalty set forth herein, the person shall be deemed to have **admitted** the infraction and **waived** the right to a hearing. If the person cited **fails to pay** the civil penalty by the fourteenth (14th) calendar day after issuance of the citation or fails to request a court hearing within the time prescribed, the person shall have **waived** any right to contest the citation and a **judgment may be entered** against the person cited in an amount up to the maximum civil penalty plus court costs. In addition, a **Rule to Show Cause** may be issued by the County Judge requiring the person cited to appear in County Court to explain the person's failure to pay or request a court hearing. Failure to respond to the Rule to Show Cause may result in **issuance of an arrest warrant.**

The Town Attorney's Office is not aware of the Town having previously printed citations in accordance with the aforementioned process or utilizing the code enforcement citation process in recent time. Further, Sec. 162.21(5), F.S., contemplates a "schedule of violations and penalties" to be assessed by code enforcement officers pursuant to this citation process. While the Town Code does provide for the issuance of citations, it does not appear that a schedule of violations and associated penalties has ever been adopted by the Town Commission. The Town Attorney's Office remains available to update the Town's Code of Ordinances, as necessary.

II. ENFORCEMENT OF THE CODE OF CONDUCT

The direction at the April 24, 2024 commission workshop was for the Town Attorney's Office to work with the Town's professional staff to coordinate the utilization of Ch. 162, F.S., to enforce the Code of Conduct. The Code of Conduct contemplates the Town Commission enforcing the Code, including through the imposition of "any other lawful penalty deemed to be reasonable and appropriate by the Town Commission."

Under this subsection, the Town Commission may direct that violations of the Code of Conduct may be penalized through the Town's code enforcement, and, in order to implement such directives, that violations be heard and fined by the special magistrate.

Further, alleged violations of the Code of Conduct are generally not ongoing and may be isolated to individual instances or sets of circumstances. The nature of these violations are not suited for providing an alleged violator with an opportunity to correct the violation. In other words, violations of the Code of Conduct may be considered irreversible or irreparable. In directing

violations of the Code of Ethics to the Town's code enforcement processes, the Town Commission should make an affirmative finding that violations of the Code of Conduct are "irreversible or irreparable" under Ch. 162, F.S., and the Town Code.

Specifically, to the extent that the Town Commission seeks to proceed with this process, it would be the recommendation of the Town Attorney's Office that the following motion be considered and adopted at the May 16, 2024 special commission meeting:

Pursuant to the authority provided in Section 2-16 of the Town Code, motion to direct the Town's professional staff to pursue the enforcement of the Code of Conduct through Ch. 162, F.S., including, but not limited to, the special magistrate process or through county or circuit court, and find that alleged violations of the Town's Code of Conduct for Elected and Appointed Officials (Sec. 2-16 of the Town Code) to be irreversible and irreparable in nature pursuant to Ch. 162, F.S., and the Town Code.

This motion will implement the process directed at the April 24, 2024, workshop, and once adopted the Town's code enforcement will be authorized to enforce the Town's Code of Conduct. Once orders of the special magistrate are entered, the Town may have additional enforcement options through the court system.

Also, it is important to note that the Town Attorney's Office recommends that this process be used for alleged violations that occur **outside the presence of the Town Commission during public meetings**. The application of the Code of Ethics has unique applications during legislative activities, and the Town Commission should be the sole arbiter of conduct during meetings.

The Town Attorney's Office will also continue to work with the Town's staff to facilitate this process and will continue to review the Town Code and make recommendations which may further enhance the Town's ability to pursue these matters.

Please contact our office if there is any additional information that we can provide.

ORDINANCE NO. 2023-004

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

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

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

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

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Page 1 of 8

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Town of Pembroke Park
Ordinance No. 2023-004

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

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

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

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

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

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

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Town of Pembroke Park
Ordinance No. 2023-004

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

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

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

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

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

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

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

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

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Town of Pembroke Park
Ordinance No. 2023-004

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

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

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

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

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Town of Pembroke Park
Ordinance No. 2023-004

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

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Town of Pembroke Park
Ordinance No. 2023-004

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

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

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

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

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

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

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

1) Oral reprimand.

2) Written reprimand.

3) Public censure.

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

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Town of Pembroke Park
Ordinance No. 2023-004

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

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

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

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

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

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

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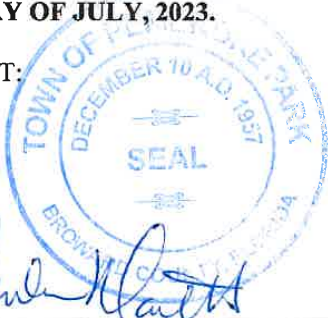
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Town of Pembroke Park
Ordinance No. 2023-004

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 14th DAY OF
JUNE, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS
12th DAY OF JULY, 2023.**

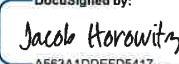
ATTEST:



MARLEN D. MARTELL
Town Clerk


MAYOR ASHIRA MOHAMMED

Approved as to form and legal sufficiency:

DocuSigned by:

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Jacob G. Horowitz
Interim Town Attorney

VOTE

ASHIRA MOHAMMED

yes

ERIK MORRISSETTE

yes

WILLIAM R. HODGKINS

yes

MUSFIKA KASHEM

yes

GEOFFREY JACOBS

Absent

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FOOD GIVE AWAY

JUNE 1, 2024

9AM - 12:00PM

OR

WHILE SUPPLIES LAST

RAYMOND P. OGELSBY

PRESERVE PARK

3115 SW 52ND AVE.

PEMBROKE PARK, FL 33023

954-966-4600

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