



# Town of Pembroke Park

## Agenda

**SPECIAL COMMISSION MEETING**  
**Wednesday, May 27, 2020 @ 5:30 PM**  
**Virtual Meeting**

Page

1. VIRTUAL MEETING INSTRUCTIONS

**NOTICE IS HEREBY GIVEN** that the Town Commission of the Town of Pembroke Park, Florida, will hold a "Virtual" Special Meeting utilizing communications media technology ("CMT"), in accordance with Governor Ron DeSantis' Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19) **Special Commission Meeting Wednesday, May 27, 2020 5:30 PM - 6:00 PM (EDT)**  
**You can dial in using your phone.**

**United States (Toll Free): 1 866 899 4679**

**United States: +1 (646) 749-3117**

**Access Code: 991-842-077**

**During the meeting you can submit a text or voicemail at (954) 707-9820**

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments by email to the Interim Deputy Clerk at [townclerk@townofpembrokepark.com](mailto:townclerk@townofpembrokepark.com).

All comments submitted by email that, if read orally, are three minutes or less shall be read into the record. All comments submitted by email shall be made a part of the public record. If any member of the public requires additional information about this Town Commission meeting or has any questions about how to submit a public comment at the meeting, please contact:

Marlen D. Martell, Interim Deputy Clerk

Town of Pembroke Park

3150 SW 52 Avenue

Pembroke Park, FL 33023

954-966-4600, ext: 235

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

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

7. NEW BUSINESS

a. Hiring of Town Manager Juan C. Jimenez - Mayor and Commissioners

**RESOLUTION NO. 2020-062**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE EMPLOYMENT AGREEMENT FOR TOWN MANAGER WITH JUAN C. JIMENEZ;** AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE SAID EMPLOYMENT AGREEMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

3 - 16

[Memo Town Manager](#)  
[2020-062 Town Manager Juan C Jimenez](#)  
[Town Manager Agreement DRAFT 1](#)

- b. Hiring of Administrative Assistant Director/Deputy Town Clerk Marlen D. Martell - Clerk Commissioner Jacobs 17 - 19

**RESOLUTION 2020-063**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPOINTING MARLEN MARTELL AS ADMINISTRATIVE SERVICES DIRECTOR**; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[Memo Administrative Services position 1](#)  
[2020-063 Administrative Service Director Deputy Town Clerk Marlen Martell](#)

- c. Extension of Emergency Declaration Order until June 30th - Town Attorney Ryan 20 - 31

[Emergency Declaration Memo](#)  
[Emergency Declaration safer at home 04 01 2020](#)  
[Declaration of Emergency](#)

8. ORDINANCES

- a. Rezoning Ordinance - Town Attorney Ryan 32 - 35

**ORDINANCE NO. 2020-005**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ZONING; AMENDING THE ZONING CLASSIFICATION FOR LOT 20E, HOLLYWOOD RIDGE FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN MISCELLANEOUS PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, FROM THE PRESENT ZONING CLASSIFICATION OF S-1 CIVIC AND RECREATIONAL DISTRICT TO RM-16A MEDIUM DENSITY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[2020-005 Rezoning](#)

9. 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.



Town of Pembroke Park  
 3150 SW 52<sup>nd</sup> Avenue  
 Pembroke Park, FL 33023

## Agenda Request

|                                                      |                                                              |
|------------------------------------------------------|--------------------------------------------------------------|
| Meeting Date:                                        |                                                              |
| Subject:                                             |                                                              |
| Initiated by:                                        | City Commission      City Attorney      City Manager / Staff |
| Prepared by:                                         | Name & Title:                                                |
| Reviewed by:                                         | Name & Title:                                                |
| Approved by Town Manager:                            | Signature:                                                   |
| Approved by Town Attorney:                           | Signature:                                                   |
| Attachments:                                         |                                                              |
| Fiscal Impact:                                       |                                                              |
| Policy Question(s) for<br>Commission Considerations: |                                                              |
| Summary:                                             |                                                              |
| Background:                                          |                                                              |
| Discussion/Analysis:                                 |                                                              |
| Options:                                             |                                                              |
| Advantages:                                          |                                                              |
| Disadvantages:                                       |                                                              |
| Possible action:                                     |                                                              |
| Advantages:                                          |                                                              |
| Disadvantages:                                       |                                                              |
| Staff Recommendations:                               |                                                              |
| Additional Action Needed:                            |                                                              |

RESOLUTION NO. 2020-062

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE EMPLOYMENT AGREEMENT FOR TOWN MANAGER WITH JUAN C. JIMENEZ; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE SAID EMPLOYMENT AGREEMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission publicly advertised for the position of Town Manager, reviewed the applications of the qualified candidates, and selected Juan C. Jimenez to serve as Town Manager; and

WHEREAS, Juan C. Jimenez has accepted the Town's offer to serve as Town Manager; and

WHEREAS, the parties have agreed upon the terms of employment for Juan C. Jimenez to serve as Town Manager for the Town and the parties desire to enter into a written agreement regarding same.

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

Section 1: That the Town is authorized to make and enter into the Employment Agreement for Town Manager services with Juan C. Jimenez, a copy of said Employment Agreement being on file with the Town Clerk, and by reference made a part hereof.

Section 2: That the Mayor is authorized and directed to execute and deliver said Employment Agreement for and on behalf of the Town.

Section 3: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or

application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

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

PASSED AND ADOPTED this 27<sup>th</sup> day of May, 2020.

ATTEST:

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ASHIRA A. MOHAMMED  
Mayor-Commissioner

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GEOFFREY JACOBS  
Clerk Commissioner

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020-Juan C Jimenez.FN24750E.docx

## EMPLOYMENT AGREEMENT

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

### WITNESSETH:

WHEREAS, the Town desires to employ Juan C. Jimenez as Town Manager of the Town of Pembroke Park, Florida; and

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

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

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

### Section 1. Employment

A. The Town of Pembroke Park hereby hires and appoints Juan C. Jimenez as its Town Manager, under the terms established herein, to perform the duties and functions specified in the Pembroke Park Code of Ordinances and to perform such other legally permissible and proper duties and functions as the Town Commission shall from time to time assign.

B. The Town's employment of Juan C. Jimenez shall be effective June 1<sup>st</sup>, 2020, and continue for a period of three (3) years. Provided that neither party gives the other two (2) months' termination notice, there shall be an unlimited number of one (1) year automatic renewals of this Agreement. In the event the Town Commission decides not to renew this Agreement, there shall be no severance pay made except for accumulated Vacation Leave (up to a maximum of 400 hours) and sick leave (up to \$500.00). In the event that less than two (2) months' notice of termination is provided by either party, terminations shall occur in accordance with Sections 11 and 12 of this Agreement.

### Section 2. Salary and Evaluation

A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Town Manager an annual base salary of one hundred fifty thousand dollars (\$150,000.00), payable in equal weekly installments at the same time as other Town employees are paid.

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

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

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

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

### **Section 3. Duties and Obligations**

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

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

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

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

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

#### **Section 4. Automobile Allowance and Communications Equipment**

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

##### **A. Automobile Allowance**

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

~~2.1. Until the Town provides the Town Manager with an Automobile as per Paragraph A.1. of this Section, t~~The Town agrees to pay the Town Manager a monthly automobile allowance of ~~\_\_\_\_\_~~ five hundred \$ dollars (\$~~\_\_\_\_\_~~) (\$500) to lease or own, insure, operate and maintain a vehicle, including fuel, for the discharge of his responsibilities to the Town. For the conduct of any Town business outside Broward County, the Town Manager shall be reimbursed for related automobile expenses at the established Florida Statute mileage rate.

~~3-2.~~ In the event the Town Commission adopts a formal policy governing Town automobiles, such policy will be applicable to and supersede this Agreement.

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

#### **Section 5. Dues and Subscriptions**

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

#### **Section 6. Professional Development**

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

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

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

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

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

#### **Section 8. Holidays**

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

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

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

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

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

#### **Section 10. Retirement**

The Town agrees to contribute ~~eight (8%)~~ 25.41% Percentas stipulated by the Florida Retirement System Senior Management Class of the Town Manager's base salary ~~to a retirement or pension plan of the Town Manager's choosing to the Florida Retirement System,~~ upon approval by the Town's Finance and Budget Department, such approval not to be unreasonably withheld. Contribution percentage amounts are subject to change each year based on legislative law changes, investment experience, and the actuarial experience of the trust fund.

#### **Section 11. Termination by the Town and Severance Pay**

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

B. Termination "without just cause". Should a majority of the members of the Town Commission, then currently holding office, vote to terminate the services of the Town Manager "without just cause", then within ten (10) business days following such vote, the Town Commission shall cause the Town Manager to be paid any accrued and unpaid salary and benefits earned (including 400 hours maximum hours of Vacation Leave, up to Five Hundred (\$500.00) dollars of Sick Leave, and insurance, but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the Town Manager's employment, the Town Commission agree to pay the Town Manager a lump sum severance pay equal to the lesser of either ~~six (6)~~ months of his base salary or the balance of time remaining under the term of this Agreement, as full and complete payment and satisfaction of any claims of the Town Manager of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Town Manager shall, prior to

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

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

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

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

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

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

#### **Section 12. Termination by the Town Manager**

The Town Manager may terminate this Agreement at any time by delivering to the Town Commission a written notice of termination not later than ninety (90) days prior to the effective date of the notice of termination. If the Town Manager terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Town Manager voluntarily resigns pursuant to this Section, the Town shall pay to the Town Manager all accrued compensation due the Town Manager up to the Town Manager's final day of employment, including any accrued Vacation Leave up to the Four Hundred (400) hour limit. The Town shall have no further financial obligation to the Town Manager pursuant to this Agreement. This subsection shall not prevent the Town Manager from collecting any money earned as a result of participation in a deferred retirement or pension program approved as per Section 10 of this Agreement.

#### **Section 13. Disability**

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

#### **Section 14. Indemnification**

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

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in

his capacity as Town Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Town.

#### **Section 15. Code of Ethics**

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

#### **Section 16. Attorney's Fees**

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

#### **Section 17. Bonding**

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

#### **Section 18. Transparency**

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

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

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

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

#### **Section 19. General Terms and Conditions**

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

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

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

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

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

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

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

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

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

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

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

Executed by the TOWN this \_\_\_\_ day of \_\_\_\_\_, 2020.

TOWN OF PEMBROKE PARK

By: \_\_\_\_\_  
Ashira Mohammed, Mayor

ATTEST:

\_\_\_\_\_  
Marlen Martell, Interim Deputy Town Clerk

Executed by the TOWN MANAGER this \_\_\_\_ day of August, 2019.

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Juan C. Jimenez

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

L:\Lissette\Chris\Town of Pembroke Park\Agreements\Juan C. Jimenez\Town Manager Agreement.docx



Town of Pembroke Park  
 3150 SW 52<sup>nd</sup> Avenue  
 Pembroke Park, FL 33023

## Agenda Request

|                                                      |                                                              |
|------------------------------------------------------|--------------------------------------------------------------|
| Meeting Date:                                        |                                                              |
| Subject:                                             |                                                              |
| Initiated by:                                        | City Commission      City Attorney      City Manager / Staff |
| Prepared by:                                         | Name & Title:                                                |
| Reviewed by:                                         | Name & Title:                                                |
| Approved by Town Manager:                            | Signature:                                                   |
| Approved by Town Attorney:                           | Signature:                                                   |
| Attachments:                                         |                                                              |
| Fiscal Impact:                                       |                                                              |
| Policy Question(s) for<br>Commission Considerations: |                                                              |
| Summary:                                             |                                                              |
| Background:                                          |                                                              |
| Discussion/Analysis:                                 |                                                              |
| Options:                                             |                                                              |
| Advantages:                                          |                                                              |
| Disadvantages:                                       |                                                              |
| Possible action:                                     |                                                              |
| Advantages:                                          |                                                              |
| Disadvantages:                                       |                                                              |
| Staff Recommendations:                               |                                                              |
| Additional Action Needed:                            |                                                              |

RESOLUTION 2020-063

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING MARLEN MARTELL AS ADMINISTRATIVE SERVICES DIRECTOR; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town retained the services of Marlen Martell to serve as Interim Deputy Town Clerk on an independent contractor basis on December 11, 2019; and

WHEREAS, Marlen Martell has demonstrated a thorough knowledge of the duties and responsibilities of the office of municipal clerk; and

WHEREAS, Marlen Martell has devoted exceptional energy and diligence to organize the Town municipal clerk records and to implement procedures for the orderly operation of the Town clerk's office; and

WHEREAS, the Town Commission desires to appoint Marlen Martell to the position of Administrative Services Director.

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

Section 1: The Town Commission does hereby appoint Marlen Martell to serve as Administrative Services Director for the Town of Pembroke Park, and she is directed to undertake the duties and responsibilities of Administrative Services Director as set forth in Section 2-99, Pembroke Park Code of Ordinances.

Section 2: That Marlen Martell shall serve in the office of Administrative Services Director at the pleasure of the Town Commission, and shall be paid such compensation as may be authorized by the Town Commission.

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

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 27<sup>th</sup> day of May, 2020.

ATTEST:

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ASHIRA A. MOHAMMED  
Mayor-Commissioner

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GEOFFREY JACOBS  
Clerk-Commissioner

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution N0. 2020- Marlen Martell.FN24657E.docx



Town of Pembroke Park  
3150 SW 52<sup>nd</sup> Avenue  
Pembroke Park, FL 33023

## Agenda Request

|                                                |                                                                                                                                     |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Meeting Date:                                  | April, 2020                                                                                                                         |
| Subject:                                       | EXTENDING EMERGENCY POWERS                                                                                                          |
| Initiated by:                                  | <input checked="" type="checkbox"/> City Council <input type="checkbox"/> City Attorney <input type="checkbox"/> City Manager/Staff |
| Prepared by:                                   | Name & Title: <b>Ashira Mohammed Mayor</b>                                                                                          |
| Reviewed by:                                   | Name & Title:                                                                                                                       |
| Approved by Town Manager:                      | Signature:                                                                                                                          |
| Approved by Town Attorney:                     | Signature:                                                                                                                          |
| Attachments:                                   |                                                                                                                                     |
| Fiscal Impact:                                 |                                                                                                                                     |
| Policy Question(s) for Council Considerations: | UPDATING AND EXTENDING EMERGENCY POWERS                                                                                             |
| Summary:                                       |                                                                                                                                     |
| Background:                                    |                                                                                                                                     |
| Discussion/Analysis:                           |                                                                                                                                     |
| Options:                                       |                                                                                                                                     |
| Advantages:                                    |                                                                                                                                     |
| Disadvantages:                                 |                                                                                                                                     |
| Possible action:                               |                                                                                                                                     |
| Advantages:                                    |                                                                                                                                     |
| Disadvantages:                                 |                                                                                                                                     |
| Staff Recommendations:                         |                                                                                                                                     |
| Additional Action Needed:                      |                                                                                                                                     |



# TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 FAX (954) 966-5186

## DECLARATION OF EMERGENCY REGULATIONS

(COVID-19 State of Emergency – April 1, 2020)  
SAFER AT HOME ORDER

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and other potential methods, and presents symptoms similar to those of influenza;

**WHEREAS**, in December of 2019, a new and substantial outbreak of COVID-19 emerged in Wuhan, China, and has since spread rapidly to 150 countries and territories throughout the World, including the United States, and more specifically Broward County and 30 other counties in the State of Florida;

**WHEREAS**, on March 11, 2020, the World Health Organization (WHO) declared COVID-19 a pandemic;

**WHEREAS**, as of March 18, 2020, there are 214,894 confirmed cases of COVID-19 globally, and 8,732 deaths, with 13,903 new cases and 862 new deaths, and 4 new countries reporting cases of COVID-19, in the preceding 24 hours;

**WHEREAS**, the Centers for Disease Control and Prevention (CDC) is predicting that it is likely that widespread transmission of COVID-19 will also occur in the United States;

**WHEREAS**, no vaccine or drug is currently available to cure or combat COVID-19;

**WHEREAS**, as of March 18, 2020, at least 80 persons in Broward County and 289 persons in the State of Florida have tested positive for COVID-19, with an unknown number of persons awaiting testing or awaiting test results;

**WHEREAS**, the Town of Pembroke Park is threatened by COVID-19 because of the apparent ability of the virus to spread rapidly among humans, and COVID-19 thereby constitutes a clear and present threat to the health, safety, and welfare of the citizens and visitors of the Town of Pembroke Park;

**WHEREAS**, the CDC has issued guidelines for "community mitigation strategies" to limit the spread of COVID-19, including recommendations for social distancing, which has proven to be an effective method for containing COVID-19;

**WHEREAS**, pursuant to Chapter 252, Florida Statutes, the Governor of Florida issued Executive Order 20-52, declaring a State of Emergency due to COVID-19 on March 9, 2020; and

**WHEREAS**, Section 252.36, Florida Statutes, provides that a gubernatorial emergency declaration activates the emergency management plans of affected Florida municipalities; and

**WHEREAS**, Section 252.38(2), Florida Statutes, permits a municipality to declare a local State of Emergency when conditions such as those described above are found to exist and there is a danger of loss of life; and

**WHEREAS**, Section 252.38(2), Florida Statutes, empowers a municipality to exercise extraordinary powers during the existence of a State of Emergency, activate emergency management plans, and take prudent action necessary to ensure the health, safety, and welfare of residents of Pembroke Park.

**WHEREAS**, Section 870.045, Florida Statutes, grants discretionary emergency measures to close places of public assemblage, prohibit the sale of alcohol and the establishment of curfews.

**NOW, THEREFORE,**

I, Ashira A. Mohammed, Mayor of Pembroke Park, Florida, do hereby find for the reasons set forth above that a local State of Emergency exists within Pembroke Park, Florida.

Pursuant to pertinent legal authorities, my office is vested with all powers and authority granted to said position during the existence of the State of Emergency proclaimed hereby.

My office shall issue such Emergency Orders as are required to conduct Town business and to protect the health, safety, and welfare of people within Pembroke Park, including, without limitation and to the extent permitted under applicable law or emergency authority, to institute a curfew, order the closure of Town facilities, restrict travel and movement within Pembroke Park, order evacuations, and such other actions deemed necessary for public safety.

All public officials and employees of Pembroke Park are hereby directed to exercise the utmost diligence in the discharge of their duties for the duration of this emergency and in the execution of State and local emergency orders, regulations, and directives.

All people of Pembroke Park are called upon and directed to comply with all necessary emergency measures, to cooperate with public officials and civil emergency/disaster service forces in executing emergency operational plans, and to obey and comply with the lawful direction of all properly identified public officers.

The State of Emergency declared hereby shall continue for a period of 30 days hereafter, up through and including April 30, 2020.

In addition to the Emergency Orders I have previously ordered and promulgated, I hereby ORDER and PROMULGATE the following additional emergency measures, effective April 1, 2020, at 12:01 a.m.(the "Order"):

**Section 1.** Each resident is hereby order to stay home and within the entirety of their owned or rented property. The order to stay at home does not require residents to confine themselves to the interior of their homes. Residents may make use of all exterior portions of their homes such as patios, porches, yards and driveways. For those with common areas like driveways and lobbies please maintain your 6 foot distance when other people are present. For elevators please use only in cases of emergency, do not share elevators with people who do not reside in your household. We urge you to wash your hands immediately after use and avoid direct touching of buttons whenever possible. Residents may also leave their place of residence and travel to another place in accordance with Section 3, below and shall comply with all requirements of the Executive Orders issued by the Governor of the State of Florida and all Broward County Emergency Orders, and must adhere to all measures advised by the CDC regarding social distancing.

**Section 2.** Unless a person has a Permissible Use as provided for in Section 3, below, no person shall travel or be on upon any public right way, including but not limited to, streets, canals, lake beds, or sidewalks, within the boundaries of the Town of Pembroke Park.

**Section 3.** Permissible Use. Notwithstanding Section 1 and 2, all residents and visitors of the Town may lawfully engage in the following activities:

(1) Essential Businesses. Residents and visitors may engage in travel to Essential Businesses and provide minimum basic operations to non-essential businesses as identified in Broward County Emergency Orders 20-01 and 20-02, as further refined in Broward County Emergency Order 20-03; and as may be amended or extended. For clarity, businesses may also continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e., working from home).

(2) Emergency Assistance. Residents and visitors may engage in travel and similar activities to obtain assistance from law enforcement, fire-rescue, or other emergency Services.

(3) Personal Support Activities. Residents and visitors may travel to and from their homes to care for or support a friend, companion, family member, pet or livestock, support groups, or vulnerable persons.

(4) Work in Support of Essential Businesses. Residents and visitors in the City may continue to perform work for and in support of businesses authorized to be open to the public in accordance with Broward County Emergency Order 20-01, 20-02, and 20-03, and any local government, the State government, or the Federal government.

(5) Outdoor Recreational Activities. In areas not otherwise closed by a separate Emergency or Executive Order, residents may engage in outdoor activity and recreation while staying six (6) feet apart from another person or group of people, and so as long as residents/visitors are in compliance with size of public gatherings as defined in Section 7 below. Individual daily outdoor exercise that complies with CDC social distancing guidelines is permitted. For those utilizing our public parks portable sinks have been placed throughout the park for hand washing only.

(6) Religious Activities. Residents and visitors may travel to and from places of worship. Places of worship must comply with Social Distancing Requirements as defined in Section 4 below, to the greatest extent feasible and the size of public gatherings as defined in Section 7 below. Places of worship are encouraged to livestream their services in lieu of in-person gatherings.

(7) Government Employees and Emergency Personnel. All first responders, gang and crisis Intervention workers, public health workers, emergency management personnel, emergency dispatchers, law enforcement personnel and related contractors, persons working for emergency service providers, and government employees performing work in the course and scope of their employment are categorically exempt from this Order.

(8) Public Transit. Public transit may be used for the above listed activities. People riding on public transit must comply with Social Distancing Requirements as defined in Section 4 below, to the greatest extent feasible.

**Section 4.** Social Distancing Requirements. A person in a public space shall: \_\_\_\_\_

(1) Practice social distancing by staying at least 6 feet away whenever practicable from another person, excluding immediate family members, caretakers or, household members:

(2) Cover all coughs and sneezes with their elbow or tissue;

(3) Not shake hands;

(4) Not enter any public place if the person exhibits any flu or COVID-19 like symptoms and/or has a fever over 99.9 degrees Fahrenheit unless that person is traveling to or from a hospital, doctor's office, urgent care, walk-in clinic, or pharmacy;

(5) If a person is exhibiting flu or COVID-19 like symptoms or has a fever over 99.9 degrees Fahrenheit and is seeking medical treatment, the person shall first contact their medical provider by phone before appearing at the medical provider's office; and

(6) If a person is exhibiting flu or COVID-19 like symptoms or has a fever over 99.9 degrees Fahrenheit and requires a prescription or a refill thereof and the pharmacy has a drive-thru window and/or delivery service, that person shall utilize the drive-thru window and/or delivery service to receive their medication.

**Section 5.** Essential Businesses Cleaning Protocols. For those businesses deemed to be an Essential Business, as set forth above, these facilities must make every effort to:

(1) Disinfect hourly, at a minimum all check out areas, including but not limited to, conveyor belts, cash registers, and credit card areas.

(2) Disinfect after closing or before opening all areas of the business that customers may touch or come into contact.

(3) Require employees or independent contractors present to wash and/or disinfect their hands at least once per hour.

(4) Clean and disinfect any pen, stylus or screen used to sign receipts after each customer or waive the need to sign a receipt.

(5) Ensure that no more than 10 people, including staff, are gathered in any particular area of the Essential Business.

(6) Ensure that customers at checkout are separated by at least 6 feet.

(7) Disinfect all door handles, bathrooms and elevator buttons used by the general public or employees at least hourly during business hours.

(8) Essential Businesses with waiting rooms must ensure that no person shall be seated within 6 feet of another person and all seats must be disinfected after each use.

(9) Do not allow more than 25% of their approved maximum capacity into any location.

**Section 6.** Limit on Gatherings. All gatherings of four (4) or more people, who are not immediate family members, shall be prohibited except for those identified in Section 3 above. Social Distancing Requirements must be observed.

**Section 7.** Homelessness. Individuals experiencing homelessness are strongly urged to obtain shelter, and governmental and other entities are strongly urged to make such shelter available as soon as possible and to the maximum extent practicable (and to utilize Social Distancing Requirements in their operation). **Section 8.** Exceptions for Utilities and Government Personnel. Nothing in this Order shall be construed to limit or restrict movement or use of the public rights of way for use by other local governments, the state government, and federal government or Essential employees are categorically exempt from any travel, curfew, or other restrictions relating to COVID-19 that are issued by Broward County or any other local governmental entity to the extent the activities at issue are required in order to comply with the employee's duties as an essential employee of Broward County or any other governmental entity. The following persons are designated as essential employees: first responders; gang and crisis intervention workers; public health workers; emergency management personnel: emergency dispatchers: law enforcement personnel and related contractors; persons working for emergency services providers: and governmental employees performing work in the course and scope of their employment. The Broward County Administrator or designee may designate additional persons and entities as essential employees by written directive without the need for amendment of this Emergency Order.

**Section 8.** Enforcement. This Order is in addition to, and supplements, the City's Declaration of a State of Emergency, County Emergency Orders, and State of Florida Executive Orders and shall be strictly adhered to at all times. This Order may be enforced by City law enforcement personnel through issuance of Notices to Appear or arrest, pursuant to the provisions of Chapter 252, Florida Statutes, and other applicable state, County and City laws, rules and regulations, or through the issuance of Code Violations and Notices of Violation pursuant to applicable provisions of Florida law, Chapter 162, Florida Statutes, and City Code.

1. Any violation of any rule or regulation issued and set forth herein shall be punishable as provided in Florida Statutes Chapter 870 and or in Chapter 1, Section 1-13(a), Code of Ordinances, Town of Pembroke Park.

**Section 9.** Effective Date. This Emergency Order is effective as of 12.01 A.M. on APRIL 1, 2020, and shall remain in full force and effect until terminated.

Dated, in the Town of Pembroke Park, Florida, this 1st day of April, 2020.



Attest:

A handwritten signature in blue ink, consisting of stylized loops and a long horizontal stroke.

Ashira Mohammed, Mayor  
Town of Pembroke Park, Florida

A handwritten signature in blue ink, featuring a large, sweeping initial 'G' followed by several loops and a long horizontal stroke.

Geoffrey Jacobs Clerk Commissioner

# **DECLARATION OF EMERGENCY REGULATIONS**

**(COVID-19 State of Emergency - March 18, 2020)**

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and other potential methods, and presents symptoms similar to those of influenza;

WHEREAS, in December of 2019, a new and substantial outbreak of COVID-19 emerged in Wuhan, China, and has since spread rapidly to 150 countries and territories throughout the World, including the United States, and more specifically Broward County and 30 other counties in the State of Florida;

WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared COVID-19 a pandemic;

WHEREAS, as of March 18, 2020, there are 214,894 confirmed cases of COVID-19 globally, and 8,732 deaths, with 13,903 new cases and 862 new deaths, and 4 new countries reporting cases of COVID-19, in the preceding 24 hours;

WHEREAS, the Centers for Disease Control and Prevention (CDC) is predicting that it is likely that widespread transmission of COVID-19 will also occur in the United States;

WHEREAS, no vaccine or drug is currently available to cure or combat COVID-19;

WHEREAS, as of March 18, 2020, at least 80 persons in Broward County and 289 persons in the State of Florida have tested positive for COVID-19, with an unknown number of persons awaiting testing or awaiting test results;

WHEREAS, the Town of Pembroke Park is threatened by COVID-19 because of the apparent ability of the virus to spread rapidly among humans, and COVID-19 thereby constitutes a clear and present threat to the health, safety, and welfare of the citizens and visitors of the Town of Pembroke Park;

WHEREAS, the CDC has issued guidelines for "community mitigation strategies" to limit the spread of COVID-19, including recommendations for social distancing, which has proven to be an effective method for containing COVID-19;

WHEREAS, pursuant to Chapter 252, Florida Statutes, the Governor of Florida issued Executive Order 20-52, declaring a State of Emergency due to COVID-19 on March 9, 2020; and

WHEREAS, Section 252.36, Florida Statutes, provides that a gubernatorial emergency declaration activates the emergency management plans of affected Florida municipalities; and

WHEREAS, Section 252.38(2), Florida Statutes, permits a municipality to declare a local State of Emergency when conditions such as those described above are found to exist and there is a danger of loss of life; and

WHEREAS, Section 252.38(2), Florida Statutes, empowers a municipality to exercise extraordinary powers during the existence of a State of Emergency, activate emergency management plans, and take prudent action necessary to ensure the health, safety, and welfare of residents of Pembroke Park.

WHEREAS, Section 870.045, Florida Statutes, grants discretionary emergency measures to close places of public assemblage, prohibit the sale of alcohol and the establishment of curfews.

NOW, THEREFORE,

I, Ashira A. Mohammed, Mayor of Pembroke Park, Florida, do hereby find for the reasons set forth above that a local State of Emergency exists within Pembroke Park, Florida.

Pursuant to pertinent legal authorities, my office is vested with all powers and authority granted to said position during the existence of the State of Emergency proclaimed hereby.

My office shall issue such Emergency Orders as are required to conduct Town business and to protect the health, safety, and welfare of people within Pembroke Park, including, without limitation and to the extent permitted under applicable law or emergency authority, to institute a curfew, order the closure of Town facilities, restrict travel and movement within Pembroke Park, order evacuations, and such other actions deemed necessary for public safety.

All public officials and employees of Pembroke Park are hereby directed to exercise the utmost diligence in the discharge of their duties for the duration of this emergency and in the execution of State and local emergency orders, regulations, and directives.

All people of Pembroke Park are called upon and directed to comply with all necessary emergency measures, to cooperate with public officials and civil emergency/disaster service forces in executing emergency operational plans, and to obey and comply with the lawful direction of all properly identified public officers.

The State of Emergency declared hereby shall continue for a period of 30 days hereafter, up through and including April 16, 2020.

1. The following events and activities within the Town of Pembroke Park are postponed, cancelled, or suspended:
  - A. All meetings of the Town Commission. Code Enforcement, DRC, Town boards, including all advisory and statutory boards, Town committees and Town working groups;
  - B. All homeowner association and civic association meetings conducted or held on Town property;
  - C. All Town recreational programs and facilities. facility rentals will be canceled. Town parks will remain open, however, park buildings/restrooms will be closed until further notice.
  - D. Town hall will be closed to the public. Town hall will remain fully operational, however starting Monday, March 23, 2020, all non-essential personal will work remotely from home. Key personnel will continue to function normally and in person.
  - E. Building department functions will be determined by the building official.
2. Grocery stores, gas stations, convenience stores, banks, credit unions, financial institutions, hardware stores, auto supply stores, hospital, healthcare and medical facilities, pharmacies, drug stores, medical supply companies, land or facilities owned and managed by Broward County, the Broward County School Board, the North Broward Hospital District, the State of Florida, and the Federal Government, are exempt from this regulation .
3. All bars, nightclubs, taverns, pubs, cocktail lounges, dance halls, halls for hire, and other like entertainment facilities and businesses shall close.
4. All gyms, fitness centers, fitness studios, dance studios, and gymnasiums shall limit their capacity to allow for social spacing of 6 feet or more apart and no more than 50% of its current building occupancy. This regulation shall not apply to gymnasiums, fitness centers, and fitness studios which: (a) are amenities of office buildings or residential and which have a capacity of 10 persons or less.
5. All restaurants, and cafeterias are mandated to reduce occupancy to 50% of its current building occupancy. We encourage all food establishments to operate their kitchens for

drive-thru, delivery, take-out, and exterior pick-up food services.

6. All businesses shall have alcohol-based hand sanitizer at every entrance for use by persons upon entering and exiting.
7. All daily code enforcement fine accruals are cancelled. There will be no utility shut offs during this period.
8. All citizens and visitors of the Town of Pembroke Park are directed to comply with these emergency regulations and necessary measures, which shall be strictly enforced, and to cooperate with public officials and public safety personnel in executing any emergency operational plans, and to obey and comply with the lawful direction of all properly identified public officers.
9. Any violation of any rule or regulation issued and set forth herein shall be punishable as provided in Florida Statutes Chapter 870 and or in Chapter 1, Section 1-13(a), Code of Ordinances, Town of Pembroke Park.

Dated, in the Town of Pembroke Park, Florida, this 18<sup>th</sup> day of March, 2020.



Ashira Mohammed, Mayor  
Town of Pembroke Park, Florida

Attest:

Geoffrey Jacobs Clerk Commissioner

ORDINANCE NO. 2020-005

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ZONING; AMENDING THE ZONING CLASSIFICATION FOR LOT 20E, HOLLYWOOD RIDGE FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN MISCELLANEOUS PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, FROM THE PRESENT ZONING CLASSIFICATION OF S-1 CIVIC AND RECREATIONAL DISTRICT TO RM-16A MEDIUM DENSITY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, County Line Residences, LLC, a Florida limited liability company, filed a Petition for Rezoning on March 6, 2020 pursuant to Section 28-37, Pembroke Park Code of Ordinances, to amend the zoning classification from S-1 Civic and Recreational District to RM-16A Medium Density Residential District for the following described real property ("Subject Property") located within the Town of Pembroke Park, to wit:

THE EAST ONE-HALF (E1/2) OF THE WEST 284 FEET (W284') OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LESS THE SOUTH 15 FEET (S15') THEREOF, FOR ROAD RIGHT OF WAY; ALSO KOWN AS:

LOT 20-E, OF HOLLYWOOD RIDGE FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN MISCELLANEOUS PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.; and

WHEREAS, the Town scheduled a public hearing before the Hearing Examiner on May 14, 2020, and provided notice of the public hearing by advertisement in the South Florida Sun Sentinel on April 29, 2020 and May 6, 2020, mailed a Notice of Virtual Public Hearing to all of the owners of real property located within 300 feet of the Subject Property on April 27, 2020,

and posted the Notice of Virtual Public Hearing on the Town's website and two bulletin boards locations at Town Hall; and

WHEREAS, the Hearing Examiner conducted the public hearing on May 14, 2020, and heard testimony from the Town staff, the Consultant Town Planner, and the applicant, and accepted written evidence relating to the Petition for Rezoning; and

WHEREAS, the Hearing Examiner reviewed the oral testimony, the written evidence, and the Broward County and Pembroke Park land use regulations, and issued a recommendation that the Town Commission approve the Petition for Rezoning; and

WHEREAS, the Town Commission reviewed the Petition for Rezoning, the report of the Hearing Examiner and conducted an advertised public hearing on June 10, 2020 where all interested parties were permitted to comment on the Petition for Rezoning; and

WHEREAS, the Town Commission concurs with the recommendation of the Hearing Examiner and deems it in the best interest of the Town of Pembroke Park that the Petition for Rezoning be approved.

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

Section 1: That the zoning classification of the following described property, to wit:

THE EAST ONE-HALF (E1/2) OF THE WEST 284 FEET (W284') OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LESS THE SOUTH 15 FEET (S15') THEREOF, FOR ROAD RIGHT OF WAY; ALSO KOWN AS:

LOT 20-E, OF HOLLYWOOD RIDGE FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN MISCELLANEOUS PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA,

be and the same is hereby amended from the present zoning classification of S-1 Civic

and Recreational District to RM-16A Medium Density Residential District.

Section 2: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

Section 4: That this Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading this 27<sup>th</sup> day of May, 2020.

PASSED AND ADOPTED on Second Reading this \_\_\_\_ day of June, 2020.

ATTEST:

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ASHIRA A. MOHAMMED  
Mayor-Commissioner

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GEOFFREY JACOBS  
Clerk-Commissioner

VOTE

|                      |       |
|----------------------|-------|
| ASHIRA MOHAMMED      | _____ |
| HOWARD P. CLARK, JR. | _____ |
| GEORGINA COHEN       | _____ |
| GEOFFREY JACOBS      | _____ |
| REYNOLD DIEUVEILLE   | _____ |

L:\Lissette\Chris\Town of Pembroke Park\Ordinances\2020\Ordinance No. 2020- FN24710E.docx