



# Town of Pembroke Park

## Agenda

**SPECIAL COMMISSION MEETING**  
**Monday, July 27, 2020 @ 6:00 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 Commission 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**

Monday, July 27, 2020 6:00 PM - 9:00 PM (EDT)

**You can dial in using your phone.**

United States (Toll Free): [1 877 568 4106](tel:18775684106)

United States: [+1 \(646\) 749-3129](tel:+16467493129)

**Access Code:** 877-132-421

**Two hours prior to 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 Deputy Town 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, Deputy Town 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**

Added to the agenda for approval Emergency Repairs for Sanitary Master Lift Station #34

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

7. **TOWN BUSINESS**

7.a. Legal Attorney Contract for Mayor Mohammed - Town Attorney Ryan

4 - 11

## RESOLUTION NO. 2020-089

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN **ATTORNEY FEE AGREEMENT WITH LAW OFFICES OF LEVI WILLIAMS, P.A.**; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[2020-089 Mayor Mohammed Attorney Fees](#)

[Mayor Attorney services Levi Williams](#)

[REVISED Mayor Attorney services Levi Williams](#)

- |      |                                                                                                                                                                                                    |         |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 7.b. | Civility Ordinance - Mayor Mohammed, Town Attorney Ryans<br>Supporting documents uploaded on July 25, 2020<br><a href="#">Civility 07 25 2020</a><br><a href="#">Civility exhibit A 07 25 2020</a> | 12 - 15 |
| 7.c. | Emergency Powers - Mayor Mohammed, Town Attorney Ryan<br>Supporting documents upload on July 25, 2020<br><a href="#">Emergency Powers</a><br><a href="#">Ordinance emergency powers</a>            | 16 - 42 |
| 7.d. | FEMA Monitoring RFP - Town Attorney Ryan, Town Manager Jimenez                                                                                                                                     |         |
| 7.e. | Requesting Executive Session - Town Attorney Ryan                                                                                                                                                  |         |
| 7.f. | Town LOGO - Town Manager Jimenez, IT Director Pakula<br><a href="#">Logo memo</a><br><a href="#">pembrokeparkfl-logo-vector</a>                                                                    | 43 - 44 |
| 7.g. | Grants and discussion items - Vice Mayor Clark, Interim Public Services<br>Director Jacques                                                                                                        |         |
| 7.h. | Sanitary Master Lift Station 34, Emergency Repairs Budget Recommendation<br>and Approval                                                                                                           | 45 - 47 |

Motion to Approve Recommendation

[Agenda Item Report - AIR-20-064 - Pdf](#)

[MEMO-Master Lift Station 34](#)

8. ANNOUNCEMENTS
9. COMMISSIONER COMMENTS
10. 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.

RESOLUTION NO. 2020-089

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN ATTORNEY FEE AGREEMENT WITH LAW OFFICES OF LEVI WILLIAMS, P.A.; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-277, Pembroke Park Code of Ordinances, provides the reimbursement and indemnification policy for legal expenses for Town officials for various legal proceedings as described in the ordinance; and

WHEREAS, Mayor Ashira Mohammed has requested that the Town approve the Authority to Represent with Law Offices of Levi Williams, P.A. to provide legal representation for her for matters related to an ongoing investigation being conducted by the Broward Office of the Inspector General.

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 Authority to Represent with Law Offices of Levi Williams, P.A. to provide legal services for Mayor Ashira Mohammed for the Broward Office of Inspector General investigation of Town related matters, said Authority to Represent being on file with the Town Clerk, and by reference made a part hereof.

Section 2: That the payments of the attorney's fees for the Law Offices of Levi Williams, P.A. for the representation of Mayor Ashira Mohammed are subject to the provisions of Section 2-277(e), Pembroke Park Code of Ordinances.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the

same are hereby superseded to the extent of such conflict.

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

PASSED AND ADOPTED, this 20<sup>th</sup> day of July, 2020.

ATTEST:

\_\_\_\_\_  
GEOFFREY JACOBS  
Clerk-Commissioner

\_\_\_\_\_  
ASHIRA A. MOHAMMED  
Mayor-Commissioner

I HEREBY CERTIFY that I have  
approved the form of this Resolution

\_\_\_\_\_  
CHRISTOPHER J. RYAN  
Town Attorney

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020-Authority to Represent Mayor AM.FN24226E.docx



#### **AUTHORITY TO REPRESENT**

I, **Mayor Ashira Mohammed**, individually, with my business address being 3150 SW 52nd Ave., Hollywood, FL 33023, do hereby agree hereto to be described as the undersigned "**CLIENT**", and do hereby retain the **Law Offices of Levi Williams, P.A.**, 12 S.E. 7th Street, Suite 710, Fort Lauderdale, Florida 33301, as his/her/its attorneys to represent **CLIENT** as her General Counsel in regards to the ongoing OIG investigation, and such other task as Client may assign from time to time.

As compensation for the services of his/her/its attorneys, **CLIENT** acknowledges that the Law Offices of Levi Williams, P.A.'s regular rate for partners is, **\$600.00/hr. (billed in 1/10 (0.1) increments)**, associate attorneys **\$300.00/hour (billed in 1/10 (0.1) increments)** and paralegals **\$150.00/hour (billed in 1/10 (0.1) increments)**; with a standard minimum nonrefundable starting retainer of \$5,000.00 which would be replenished thereafter on a refundable basis.

Instead, the fee arrangement below is a concession to him/her/it. **CLIENT** agrees that this concession Agreement is subject to change at any time. ***If not addressed before, the parties hereto agree that the concessions herein shall expire on or about January 1, 2021 and be replaced by new terms to be entered into by the parties in writing.***

**CLIENT** agrees in the interim to pay said attorney's legal fees (not including costs) as follows:

- (1) A monthly ***flat fee of*** \_\_\_\_\_ (**\$** \_\_\_\_\_) due immediately (including and beginning \_\_\_\_\_, 2020) and on or before the first of each month hereafter and all payments are to be considered as immediately earned income for all work to be performed, not including costs; and
- (2) **CLIENT** will continue to be responsible for all outstanding fees and costs not paid in full for any given month.
- (3) **CLIENT** agrees to pay the first monthly fee plus cost, if any, at time of entering into this retainer agreement.

All funds shall be in U.S. Dollars and be tendered on a bank draft or transferrable instrument or via wire transfer, for all work performed by them on **CLIENT'S** behalf. **CLIENT** will receive a monthly invoice, which is due immediately upon receipt. All sums paid for a monthly fee is considered earned upon receipt and shall not be prorated nor reimbursed for any reason or any portion of the month services were rendered. Costs shall be invoiced separately and in addition to fees. **CLIENT** understands and agree that he/she/it shall at all times remain personally and/or jointly liable for all fees and costs incurred in his/her/its representation; but if an entity other than **CLIENT** shall be paying the fees and costs in this matter please list same:

Name: Town of Pembroke Park

Contact: Juan C. Jimenez, Town Manager

Phone/Email: (954) 966-4600 / jcjimenez@townofpembrokepark.com

Address: 3150 SW 52nd Ave., Hollywood, FL 33023

***All invoices are immediately due upon receipt.*** **CLIENT** hereby agrees to and authorizes Law Offices of Levi Williams, P.A. to withdraw from said refundable retainer then being held in the Law Offices of Levi Williams, P.A.'s trust account all fees and costs, becoming due immediately upon receipt on a monthly basis, five (5) business days after the emailing, faxing or mailing of each monthly invoice to **CLIENT**. **CLIENT** agrees and acknowledges that it is **CLIENT'S**

responsibility to review each invoice upon receipt and contact legal counsel if there are any questions prior to the fifth (5<sup>th</sup>) day after the emailing, faxing, or mailing of the invoice; otherwise all fees and costs on the invoice will be considered accurate and proper allowing for payment of all fees and costs invoiced to Law Offices of Levi Williams, P.A. from **CLIENT'S** retainer in trust.

**CLIENT** further agrees to pay all costs, including interest on past due sums, incurred in this action, including phone calls, faxes, travel: portal-to-portal (**attorney's fees and costs**), witness fees, expert fees, court reporter fees, court costs, investigation reports, and any and all other costs necessary to the representation of **CLIENT** in this matter. Costs to contracted third parties (i.e. experts, professional service providers, investigators, and court reporters) are paid directly by the **CLIENT** upon invoicing from the third party.

Costs shall be invoiced in addition to fees. **CLIENT** will receive a monthly invoice for costs which is immediately due upon receipt. **CLIENT** shall at all times remain personally liable for all fees and costs incurred in his/her/its representation. All outstanding fees and costs will begin to accrue interest at the rate of 10% per annum starting on the sixtieth (60<sup>th</sup>) day after receipt of attorney's invoice.

All outstanding fees and costs will begin to accrue the maximum lawful amount of interest starting on the sixtieth (60<sup>th</sup>) day after receipt of attorney's invoice.

**CLIENT** hereby gives his/her attorneys the exclusive right to take all legal steps to enforce and protect his/her/its rights. He/She/It agrees not to settle any claim in any matter without the written consent of said attorneys. In the event that he/she/it discharges his/her/its attorneys and or his/her/its attorneys withdraw prior to the complete resolution of any matter under this agreement, **CLIENT** agree to give said attorneys a *charging lien* and a *retaining lien* on the file equal to **\$600.00/hour** or **\$5,000.00**, whichever is greater, minus any sums already paid on this matter, for all work which has been done on his/her behalf plus any costs incurred in furtherance of their representation.

**CLIENT** agrees that the **Law Offices of Levi Williams, P.A.**, may retain associate counsel, contract counsel and/or co-counsel to handle **CLIENT'S** case, and all attorneys and/or firms may participate in the above listed fee, but any such arrangement between said firms will not increase or alter the fee schedule stated herein.

Further, **CLIENT** agrees and acknowledges that from time to time **CLIENT** may be in need of specialized legal representation, including but not limited to appellate counsel (together referred to as "special counsel"), on certain matters. In those instances, **CLIENT** shall individually retain the agreed upon legal representative or firm and be solely responsible for all fees and costs associated with such representation, separate and apart from those of this agreement. The Law Offices of Levi Williams, P.A. shall monitor the retained special counsel and continue to bill **CLIENT** separately for such services as additional services on a per hour basis as agreed to herein.

It is understood and agreed that **CLIENT'S** attorneys shall have a retaining lien on all files, papers, documents, and funds in their possession, and shall not be obligated to release same to **CLIENT** until all fees and costs due have been paid and further understand that all outstanding fees, costs and other sums owed to their attorneys will accrue statutory interests after said sums are sixty (60) days past due. Such interests will be considered in the calculations of fees and costs for any and all collection actions, fee and/or costs hearings, or appellate actions. **CLIENT** authorizes his/her/its attorneys to withhold and retain their fees and costs, including interest, due them from any sums of money recovered in any and all matter(s) being handled by the **Law Offices of Levi Williams, P.A.**, for **CLIENT**.

Attorney is not considered as an employee of the **CLIENT** or any associated corporations or municipality of the **CLIENT** for any purpose whatsoever. Attorney is an independent contractor in the performance of the professional services described herein.

This contract may be canceled by written notification to the attorney at any time within three (3) business days of the date the contract was signed, as shown below, and if canceled, the client shall not be obligated to pay any fees to the attorneys for the work performed during that time. If the attorneys have advanced funds or incurred any costs to others in representation of the client, the attorneys are entitled to be reimbursed for such amounts as they have reasonably advanced on behalf of the client.

IT IS AGREED AND UNDERSTOOD THAT THIS EMPLOYMENT IS UPON A FLAT FEE BASIS, AND THAT **CLIENT** WILL REMAIN INDEBTED TO HIS, HER, OR ITS ATTORNEYS FOR ANY AND ALL OUTSTANDING COSTS AND/OR UNPAID FEES WHATSOEVER INCURRED BY THEM IN FURTHERANCE OF THIS REPRESENTATION AND FOR ANY AND ALL OUTSTANDING ATTORNEYS' FEES.

**CLIENT(S):**

\_\_\_\_\_  
**Mayor Ashira Mohammed, Individually**

\_\_\_\_\_  
**DATE**

3150 SW 52nd Ave.  
Hollywood, FL 33023  
Cell: (310) 948-7226  
Email: [Ashira.ann@gmail.com](mailto:Ashira.ann@gmail.com)

\_\_\_\_\_, *City Official*  
\_\_\_\_\_, *Title*

\_\_\_\_\_  
**DATE**

Town of Pembroke Park  
3150 SW 52nd Ave.  
Hollywood, FL 33023

**LAW OFFICES OF LEVI WILLIAMS, P.A.**

Legacy Bank Building  
12 S.E. 7<sup>th</sup> Street  
Suite 710  
Fort Lauderdale, Florida 33301  
Tel: (954) 463-1626  
Fax: (954) 463-1630  
[levi@leviwilliamsllaw.com](mailto:levi@leviwilliamsllaw.com)

BY: \_\_\_\_\_  
**LEVI G. WILLIAMS, ESQ.**

\_\_\_\_\_  
**DATE**



#### AUTHORITY TO REPRESENT

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Instead, the fee arrangement below is a concession to him/her/it. **CLIENT** agrees that this concession Agreement is subject to change at any time. *If not addressed before, the parties hereto agree that the concessions herein shall expire on or about January 1, 2021 and be replaced by new terms to be entered into by the parties in writing.*

**CLIENT** can opt at the time of retention whether to do:

- (1) A monthly flat fee of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) due immediately (including and beginning \_\_\_\_\_, 2020) and on or before the first of each month hereafter and all payments are to be considered as immediately earned income for all work to be performed, not including costs; **OR**
- (2) An hourly rate of **\$250.00/hr. (billed in 1/10 (0.1) increments)** for partners and associate attorneys and paralegals **\$100.00/hour (billed in 1/10 (0.1) increments)**;
- (2) **CLIENT** will continue to be responsible for all outstanding fees and costs not paid in full for any given month; and
- (3) If a monthly flat fee is chosen, **CLIENT** agrees to pay the first monthly fee plus cost, if any, at time of entering into this retainer agreement.

All funds shall be in U.S. Dollars and be tendered on a bank draft or transferrable instrument or via wire transfer, for all work performed by them on **CLIENT'S** behalf. **CLIENT** will receive a monthly invoice, which is due immediately upon receipt. All sums paid for a monthly fee is considered earned upon receipt and shall not be prorated nor reimbursed for any reason or any portion of the month services were rendered. Costs shall be invoiced separately and in addition to fees. **CLIENT** understands and agree that he/she/it shall at all times remain personally and/or jointly liable for all fees and costs incurred in his/her/its representation; but if an entity other than **CLIENT** shall be paying the fees and costs in this matter please list same:

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Contact: Juan C. Jimenez, Town Manager

Phone/Email: (954) 966-4600 / jcjimenez@townofpembrokepark.com

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**CLIENT** further agrees to pay all costs, including interest on past due sums, incurred in this action, including phone calls, faxes, travel: portal-to-portal (*attorney's fees and costs*), witness fees, expert fees, court reporter fees, court costs, investigation reports, and any and all other costs necessary to the representation of **CLIENT** in this matter. Costs to contracted third parties (i.e. experts, professional service providers, investigators, and court reporters) are paid directly by the **CLIENT** upon invoicing from the third party.

Costs shall be invoiced in addition to fees. **CLIENT** will receive a monthly invoice for costs which is immediately due upon receipt. **CLIENT** shall at all times remain personally liable for all fees and costs incurred in his/her/its representation. All outstanding fees and costs will begin to accrue interest at the rate of 10% per annum starting on the sixtieth (60<sup>th</sup>) day after receipt of attorney's invoice.

All outstanding fees and costs will begin to accrue the maximum lawful amount of interest starting on the sixtieth (60<sup>th</sup>) day after receipt of attorney's invoice.

**CLIENT** hereby gives his/her attorneys the exclusive right to take all legal steps to enforce and protect his/her/its rights. He/She/It agrees not to settle any claim in any matter without the written consent of said attorneys. In the event that he/she/it discharges his/her/its attorneys and or his/her/its attorneys withdraw prior to the complete resolution of any matter under this agreement, **CLIENT** agree to give said attorneys a *charging lien* and a *retaining lien* on the file equal to **\$250.00/hour** or **\$5,000.00**, whichever is greater, minus any sums already paid on this matter, for all work which has been done on his/her behalf plus any costs incurred in furtherance of their representation.

**CLIENT** agrees that the **Law Offices of Levi Williams, P.A.**, may retain associate counsel, contract counsel and/or co-counsel to handle **CLIENT'S** case, and all attorneys and/or firms may participate in the above listed fee, but any such arrangement between said firms will not increase or alter the fee schedule stated herein.

Further, **CLIENT** agrees and acknowledges that from time to time **CLIENT** may be in need of specialized legal representation, including but not limited to appellate counsel (together referred to as "special counsel"), on certain matters. In those instances, **CLIENT** shall individually retain the agreed upon legal representative or firm and be solely responsible for all fees and costs associated with such representation, separate and apart from those of this agreement. The Law Offices of Levi Williams, P.A. shall monitor the retained special counsel and continue to bill **CLIENT** separately for such services as additional services on a per hour basis as agreed to herein.

It is understood and agreed that **CLIENT'S** attorneys shall have a retaining lien on all files, papers, documents, and funds in their possession, and shall not be obligated to release same to **CLIENT** until all fees and costs due have been paid and further understand that all outstanding fees, costs and other sums owed to their attorneys will accrue statutory interests after said sums are sixty (60) days past due. Such interests will be considered in the calculations of fees and costs for any and all collection actions, fee and/or costs hearings, or appellate actions. **CLIENT** authorizes his/her/its attorneys to withhold and retain their fees and costs, including interest, due them from any sums of money recovered in any and all matter(s) being handled by the **Law Offices of Levi Williams, P.A.**, for **CLIENT**.

Attorney is not considered as an employee of the **CLIENT** or any associated corporations or municipality of the **CLIENT** for any purpose whatsoever. Attorney is an independent contractor in the performance of the professional services described herein.

This contract may be canceled by written notification to the attorney at any time within three (3) business days of the date the contract was signed, as shown below, and if canceled, the client shall not be obligated to pay any fees to the attorneys for the work performed during that time. If the attorneys have advanced funds or incurred any costs to others in representation of the client, the attorneys are entitled to be reimbursed for such amounts as they have reasonably advanced on behalf of the client.

IT IS AGREED AND UNDERSTOOD THAT THIS EMPLOYMENT IS UPON A FLAT FEE BASIS, AND THAT **CLIENT** WILL REMAIN INDEBTED TO HIS, HER, OR ITS ATTORNEYS FOR ANY AND ALL OUTSTANDING COSTS AND/OR UNPAID FEES WHATSOEVER INCURRED BY THEM IN FURTHERANCE OF THIS REPRESENTATION AND FOR ANY AND ALL OUTSTANDING ATTORNEYS' FEES.

**CLIENT(S):**

\_\_\_\_\_  
**Mayor Ashira Mohammed, Individually**

\_\_\_\_\_  
**DATE**

3150 SW 52nd Ave.  
Hollywood, FL 33023  
Cell: (310) 948-7226  
Email: [Ashira.ann@gmail.com](mailto:Ashira.ann@gmail.com)

\_\_\_\_\_, *City Official*  
\_\_\_\_\_, *Title*

\_\_\_\_\_  
**DATE**

Town of Pembroke Park  
3150 SW 52nd Ave.  
Hollywood, FL 33023

**LAW OFFICES OF LEVI WILLIAMS, P.A.**

Legacy Bank Building  
12 S.E. 7<sup>th</sup> Street  
Suite 710  
Fort Lauderdale, Florida 33301  
Tel: (954) 463-1626  
Fax: (954) 463-1630  
[levi@leviwilliamslaw.com](mailto:levi@leviwilliamslaw.com)

BY: \_\_\_\_\_  
**LEVI G. WILLIAMS, ESQ.**

\_\_\_\_\_  
**DATE**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING GUIDELINES FOR CONDUCT OF ELECTED OFFICIALS; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission is the governing body of the Town of Pembroke Park; and

WHEREAS, the Town Commission desires to adopt a Code of Conduct for the Town Commissioners to clearly state the behavior, manners, and courtesies for the Commissioners to provide for a professional and civil operation of Town meetings,

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

Section 1: That the Town Commission hereby adopts the Guidelines for the Conduct of the Town Commission Meeting as set forth in the attached Exhibit A, which by reference is made a part hereof.

Section 2: That the Town Commissioners are directed to conduct themselves in accordance with the Guidelines hereby adopted.

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 \_\_\_\_ day of February, 2019.

ATTEST:

\_\_\_\_\_  
ASHIRA A. MOHAMMED  
Mayor-Commissioner

\_\_\_\_\_  
NATASHA JOSEPH  
Deputy Town Clerk  
L:\Michael\Partners\Chris\Town\Resolutions\Resolution Draft No. FN24258E.docx

## **EXHIBIT A**

### **Guidelines for the Conduct of the Town Commission of the Town of Pembroke Park**

This Code of Conduct is designed to describe the manner in which Town Commissioners should treat one another, Town staff, constituents, and others that they come in contact with while representing the Town of Pembroke Park. These guidelines are intended to assist the Town Commissioners by describing the behavior, manners, and courtesies that are suitable for various occasions.

#### **A) Commission Conduct with One Another**

Commissions are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve the public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as Commission may “agree to disagree” on contentious issues.

#### **IN PUBLIC MEETINGS**

##### **Practice Civility and decorum in discussion and debate**

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Commissioners to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

##### **Honor the role of the Mayor in maintaining order**

It is the responsibility of the Mayor to keep the comments of Commissioners on track during public meetings. Commissioners should honor efforts by the Mayor to focus discussion on current agenda items. If there is a disagreement about the agenda or the Mayor’s actions, those objections should be voiced politely and with reason, following procedures outlined in Roberts Rules of Order for parliamentary procedure.

##### **Avoid personal comments that could offend other Commissioners**

If a Commissioner is personally offended by the remarks of another Commissioner, the offended Commissioner should make notes of the actual words used and call for a “point of personal privilege” that challenges the other Commissioner to justify or apologize for the language used. The Mayor will maintain control of this discussion.

##### **Strive to demonstrate effective problem solving approaches**

Commissioners have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

#### **B) Commission Conduct with Town Staff**

Governance of a Town relies on the cooperative efforts of elected officials, who set policy, and Town staff, who implement and administer the Commission’s policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

**Treat all staff as professionals**

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

**Limit contact to specific Town staff**

Questions of Town staff and/or requests for additional background information should be directed to the proper Department Head, the Town Clerk or the Mayor. Each should be copied on appropriate questions, comments, or requests. Requests for follow-up or directions to staff should be made only through the appropriate chain of command. When in doubt about what staff contact is appropriate, Commissioners should ask the Mayor or the Town Clerk for direction. Materials supplied to a Commissioner in response to a request will be made available to all members of the Commission so that all have equal access to information.

**Do not disrupt Town staff from their jobs**

Commissioners should not disrupt Town staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.

**Never publicly criticize an individual employee Limit requests for staff support**

Commission should never express concerns about the performance of a Town employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the Department Head through private correspondence or conversation.

**Do not solicit political support from staff**

Commissioners should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Town staff. Town staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

**C) Commissioners Conduct with the Public****IN PUBLIC MEETINGS**

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Commissioners toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

**Be fair and equitable in allocating public meeting time to individual speakers**

The Mayor will determine and announce limits on speakers at the start of the public meeting process. The Mayor will advise speakers to state their name and address for the record and to address their comments to the Commission. Generally, each speaker will be allocated two to three minutes with applicants and appellants or their designated representatives allowed more time. If many speakers are anticipated, the Mayor may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers. No speaker will be turned away unless he or she exhibits inappropriate behavior.

**Give the appearance of active listening**

It is disconcerting to speakers to have Commissioners not look at them when they are speaking. It is fine

to look down at documents or to make notes, but reading for a long period of time gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.

**Ask for clarification, but avoid debate and argument with the public**

Only the Mayor – not individual Commissioners – can interrupt a speaker during a presentation. However, a Commissioner can ask the Mayor for a point of order or point of information if the speaker is off the topic or exhibiting behavior or language the Commissioner finds disturbing, or would like further information from the speaker.

If speakers become flustered or defensive by Commission questions, it is the responsibility of the Mayor to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Commissioners to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Commissioners' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

**No personal attacks of any kind, under any circumstance**

Commissioners should be aware that their body language and tone of voice, as well as the words they use, could appear to be intimidating or aggressive.

**IN UNOFFICIAL SETTINGS**

**Make no promises on behalf of the Commission**

Commissioners will frequently be asked to explain a Commission action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of Town policy and to refer to Town staff for further information. It is inappropriate to overtly or implicitly promise Commission action, or to promise Town staff will do something specific (fix a pothole, remove a library book, plant new flowers in the median, etc.).

**Make no personal comments about other Commissioners**

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Commissioners, their opinions and actions.

**From:** [ashira mohammed](#)  
**To:** [Chris Ryan](#); [Town Clerk](#); [JC Jimenez](#)  
**Cc:** [Joy Brown](#)  
**Subject:** Emergency Powers  
**Date:** Wednesday, July 22, 2020 12:00:35 PM

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Here is the rough draft Chris will clean it up

Pembroke Park's Current Ordinance

[https://library.municode.com/fl/pembroke\\_park/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH2AD\\_ARTIVEMMA\\_S2-103DUMADUEM](https://library.municode.com/fl/pembroke_park/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTIVEMMA_S2-103DUMADUEM)

## **ARTICLE IV. - EMERGENCY MANAGEMENT**<sup>[6]</sup>

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

### **Sec. 2-101. - Circumstances for declaring emergency, ordering curfew.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

The Mayor may declare that an emergency exists due to an imminent or possible civil disorder, disobedience or disturbance, and order the establishment of a curfew.

(Ord. No. 68-7-1, § 1, 7-10-68)

**Cross reference**— Town commission, § 2-16.

### **Sec. 2-102. - Order of authority.**

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In the absence of the Mayor, the Vice-Mayor may perform any of the functions of authority granted to the Mayor under this article. In the absence of the Mayor and the Vice-Mayor, the Clerk-Commissioner may perform any of the functions of authority granted to the Mayor under this article. In absence of the Mayor, the Vice-Mayor, and the Clerk-Commissioner, the remaining Commissioner may perform any of the functions of authority granted to the Mayor under this article.

(Ord. No. 68-7-1, § 2, 7-10-68)

### **Sec. 2-103. - Duties of Mayor during emergency.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

Upon the declaration of an **emergency**, the Mayor will:

(1)

Specify the **emergency** and the basis for the establishment of the curfew;

(2)

Designate the boundaries for the affected area;

(3)

Specify the hours of the curfew;

(4)

Specify the period of time the curfew and/or **emergency** will remain in effect;

(5)

Specify how **emergencies** and exceptions will be handled.

(Ord. No. 68-7-1, § 3, 7-10-68)

#### **Sec. 2-104. - Duties of Clerk during **emergency**, curfew.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

Upon the declaration of an **emergency** and curfew, the Clerk shall provide for the following:

(1)

The publication and announcement or broadcast by public address system or bullhorn at regular intervals throughout the affected area or areas and the area adjacent thereto;

(2)

The reduction to writing of the declaration of **emergency** and establishment of curfew;

(3)

The furnishing of copies of the declaration of **emergency** and establishment of curfew to County Sheriff, the chiefs of police of neighboring municipalities, and to local news media.

(Ord. No. 68-7-1, § 4, 7-10-68)

#### **Sec. 2-105. - Public areas to remain clear during **emergency**; exceptions.**

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During the term of an **emergency**, it shall be unlawful for any person to be upon a public street, highway, sidewalk or other public place in the designated areas during the hours of the curfew and/or **emergency**; provided, however, the foregoing shall not apply to law enforcement officers, firemen, **emergency** ambulance crews, **emergency** utility crews, authorized personnel of recognized news media carrying credentials so identifying them or those persons who, by reason of their profession or personal **emergency**, must travel in the area. However, those persons so excepted must promptly obey any order of any law enforcement officer and their presence in the **emergency** area shall be deemed unlawful if they fail to do so.

(Ord. No. 68-7-1, § 5, 7-10-68)

#### **Sec. 2-106. - Shortening or extension of **emergency** period.**

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The Mayor may shorten or extend the **emergency** period, according to the necessity of the situation; provided, however, if the term of the **emergency** is extended, the declaration of such extension must be handled as an original declaration with respect to public announcement, reduction to writing and other requirements, as set forth in this article.

(Ord. No. 68-7-1, § 6, 7-10-68)

#### **Secs. 2-107—2-120. - Reserved.**

<!--[if !supportLineBreakNewLine]-->

<!--[endif]-->

### **PROPOSED CHANGES**

(a)

#### **Sec. 2-101. - Circumstances for declaring **emergency**, ordering curfew.**

The Mayor may declare that an **emergency** exists due to an imminent or possible civil disorder, disobedience or disturbance, and order the establishment of a curfew. Eliminate immediate threats to life, public health, and safety; Eliminate immediate threats of significant damage to improved public or private property; or Ensure post-disaster economic recovery of the City. The Mayor is hereby designated pursuant to F.S. § 870.042 as the person who has the power to issue a declaration of emergency as such is defined within F.S. ch. 870.

#### **Sec. 2-103. – Powers of the Mayor.**

In a state of emergency, declared by either the mayor or the governor, the mayor is empowered to make all necessary efforts to respond to, prevent, or ameliorate the effects of an emergency or disaster, including, but not limited to, using all county resources, issuing evacuation orders, establishing evacuation routes, suspending the sale of alcoholic beverages, controlling entry to and exit from any disaster area, clearing or removing debris or wreckage, invoking the provisions of any mutual aid agreement with another governmental entity, and such other powers and authority which are reasonably necessary for the preservation of life and property and as may be set out state statute.

In a state of emergency, the mayor may issue any and all such other orders or undertake such other functions and activities as the mayor reasonably believes is required to protect the health, safety, or welfare of persons or property within the county or to otherwise preserve the public peace or to abate, clean up, or mitigate the effects of any emergency or disaster. Rules and regulations adopted by the mayor in response to the state of emergency have the force and effect of law, upon filing with the county clerk. All rules and regulations adopted in response to a state of emergency shall expire once the state of emergency is no longer in effect.

(1)

Declare a Local State of Emergency: The Mayor or the Vice Mayor in the absence of the Mayor may declare a Local State of Emergency for a period of up to thirty (30) days for any or all areas of Pembroke Park in response to the imminent threat of, or an occurring emergency or disaster. The Mayor or the Vice Mayor in the absence of the Mayor or the Manager in the absence of the Mayor and the Vice Mayor must present to the Commission and file with the Office of the Manager an affidavit stating the reasons for the Declaration:

(a)

If the Declaration is to exceed thirty (30) days the Mayor, or the Vice Mayor in the absence of the Mayor or the Manager in the absence of the Mayor and the Vice Mayor, shall present to the Commission an additional affidavit stating the reasons for the extension.

(b)

A Local State of Emergency may be terminated by executive order once conditions that prompted the declaration are no longer a threat.

(2)

Ensure the coordination Local, State, or Federal agencies, and private entities to facilitate disaster or emergency operations.

Whenever it is determined a situation exists that meets the criteria for a declaration of emergency, the person designated in this division, may declare a state of emergency as provided for in F.S. § 870.0430 and shall be authorized to exercise those powers conferred in F.S. §§ 870.041—870.047.

## **Sec. 2-10XX- Powers and protections.**

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Whenever a state of emergency is declared pursuant to this division, the Town, its employees and officials shall be entitled to all protections and powers afforded by F.S. ch. 870.

All persons, other than officers and employees of the city, performing emergency functions pursuant to this article shall serve with or without compensation. While engaged in such emergency functions, volunteers shall have the same immunities as city officers and employees.

## **Sec. 2-10XX. - Duties of the County Manager.**

The Manager shall be responsible for the overall emergency management function in the Town of Pembroke Park, and keep the Mayor and the Commission advised of any actions.

(1)

The city manager shall oversee the emergency management program, and carry out the emergency duties or functions as prescribed by the resolution establishing procedures to deal with an emergency.

The Manager may mobilize any or all functional parts of the Town of Pembroke Park government, take special actions and put in place all appropriate regulations that will protect the lives and property of the citizens of the Town of Pembroke Park.

(2)

Once a Local State of Emergency has been declared, the Manager is authorized by the Mayor and the Board to order any or all of the following actions:

(a)

Employee Recall Order: An order recalling Town of Pembroke Park employees from vacation, canceling days off, and mobilizing all personnel required for disaster response;

(b)

Authorize the Department of Procurement to suspend normal leasing and bid procedures to procure space, structures or other items under their normal authority for disaster response determined necessary;

(c)

Authorize procurement of supplies, equipment, and services without formal bidding procedures.

The Manager will require all Town of Pembroke Park department and agency directors to develop emergency operations plans, establish staff members who will carry out these plans, represent their agencies during a disaster or emergency, and will make available to the Office of Emergency Management twenty-four (24) hour contact information and a system of notification of key employees.

(a)

The directors of all Town of Pembroke Park departments and agencies that are required to report to and function in the EOC as outlined in the Plan, will appoint no less than six (6) staff members who will form the pool of that department's or agency's representatives that will be assigned to report to the EOC upon activation to represent their department or agency or serve as lead agency for a specific function.

(b)

The directors of all Town of Pembroke Park departments and agencies will designate each staff member as essential or non-essential as defined in [§ 8B-2](#) (14-15). The function and responsibilities of "essential" staff will be outlined in the department's or agency's preparedness plan pursuant to [§ 8B-9](#) (1). The directors shall submit a list of all "non-essential" staff members to the Office of Emergency Management each May. These "non-essential" staff members will serve in the Disaster Assistance Employee program.

(5)

The Manager or designee shall present an annual emergency preparedness report to the Commission and the Mayor. This report, to be presented in writing, shall ensure that the commission and the Mayor are informed on the status of the ability of Town to prepare for, respond to, and manage disasters and emergencies

(6)

During training or exercises requiring the participation of any or all Town departments or agencies, it shall be the responsibility of the Manager to ensure appropriate participation by said departments in support of the Plan.

## **Sec. 2-10XX - Duties of the Director of the Office of Emergency Management.**

The Director shall be responsible for the organization, administration and operation of the Office of Emergency Management, subject to the direction and control by the Manager. The Director shall coordinate the activities, services and programs for emergency management and disaster response within Town of Pembroke Park and shall maintain liaison with other emergency management organizations.

(1)

The Director or designee shall prepare a Comprehensive Emergency Management Plan and program for the emergency management of Town of Pembroke Park pursuant to F.S. 252, including, but not limited to elements addressing mitigation activities, preparedness, responses to disasters and emergencies, and recovery operations and submit the Plan and program to the Director of the Division of Emergency Management, State of Florida for review and certification for consistency with the State Comprehensive Emergency Management Plan and compliance with Federal emergency management mandates.

(2)

The Director or designee shall monitor and advise the Mayor and Manager of any and all threats, emergencies or disasters that pose a risk to the lives and safety of the residents of Town of Pembroke Park, proposing solutions for their decision on how best to protect people and property from imminent danger, or from further damage.

(3)

The Director or designee shall procure supplies and equipment, institute training programs, public preparedness information and education programs, manage and coordinate disaster drills and exercises in accordance with the Plan.

(4)

## **Sec. 2-10XX. - Emergency management and response powers.**

(a)

*Declaration of local emergency.*

(1)

*Grant of authority.* In the event of an actual or threatened occurrence of a disaster or emergency, which may result in the large-scale loss of life, injury, property damage or destruction or in the major disruption of routine community affairs, business or governmental operations in the city and which is of sufficient severity and magnitude to warrant extraordinary assistance by federal, state and local departments and agencies to supplement the efforts of available public and private resources, the mayor may declare a local emergency. The form of the declaration shall be similar to that provided in subsection (b) of this section.

(2)

*Request for state assistance.* Consistent with a declaration of local emergency, the mayor may request the governor to provide assistance; provided that the disaster or emergency is beyond the capacity of the city to meet adequately and that state assistance is necessary to supplement local efforts to save lives and protect property, public health and safety, or to avert or lessen the threat of a disaster.

(3)

*Continuance.* The declaration of local emergency shall continue until the mayor finds that emergency conditions no longer exist, at which time the mayor shall execute and file with the city clerk a document marking the end of the state of emergency. No state of local emergency shall continue for longer than 30 days, unless renewed by the mayor. The city council may, by resolution, end a state of local emergency at any time.

(4)

*Effect of declaration.*

4.

No person shall refuse entry or access to any authorized representative or agent of the city who requests entry for purposes of evaluating sites involved with emergency management functions to

protect the health, safety, or welfare of the public and who presents appropriate credentials. Nor shall any person obstruct, hamper or interfere with any such representative while that individual is in the process of carrying out his official duties.

b.

*Emergency powers.* Following a declaration of emergency and during the continuance of such state of emergency, the mayor is authorized to implement local emergency measures to protect life and property or to bring the emergency situation under control. In exercising this authority, the mayor may cause to become effective any of the following sections of this article as appropriate: [section 20-25](#) regarding registration of building and repair services; [section 20-26](#) regarding closed or restricted areas and curfews during emergencies; and [section 20-27](#) regarding prohibiting overcharging. If any of these sections are included in a declaration of local emergency, the same shall be filed in the office of the city clerk and shall be in effect until the declaration of local emergency has terminated.

c.

*Authority to waive procedures and fees.* Pursuant to a declaration of emergency, the city council is authorized to cause to be effective any of the subsections of [section 20-24](#), as appropriate. The implementation of such subsections shall be filed in the office of the city clerk.

d.

*Additional emergency powers.* The emergency management director shall have and may exercise, for such period as the declared emergency exists or continues, the following additional emergency powers:

4.

To transfer the direction, personnel or functions of any city departments and agencies or units thereof for the purpose of performing or facilitating emergency services;

5.

To utilize all available resources of the city and subordinate agencies over which the city has budgetary control as reasonably necessary to cope with the emergency or disaster;

6.

To utilize public property when necessary to cope with the emergency or disaster, or when there is compelling necessity for the protection of lives, health and welfare and/or the property of citizens;

7.

To suspend any law, code provision or regulation prescribing the procedures for conduct of city business, or the orders, rules or regulations of any city agency, if strict compliance with any ordinance, resolution, order, rule or regulation would in any way prevent, hinder or delay necessary action in coping with the emergency or disaster; provided that such suspension shall provide for the minimum deviation from the requirements under the circumstances, and, further provided that, when practicable, specialists shall be assigned to avoid adverse effects resulting from such suspension;

8.

To provide benefits to citizens upon execution of an intergovernmental agreement for grants to meet disaster-related necessary expenses or serious needs of individuals or families adversely affected by an emergency or disaster in cases where the individuals or families are unable to meet the expenses or needs from other means; provided that such grants are authorized only when matching state or federal funds are available for such purposes;

9.

To perform and exercise such other functions, powers and duties as may be deemed necessary to promote and secure the safety and protection of the civilian population, including individuals with household pets and service animals prior to, during, and following a major disaster or emergency.

(b)

(c)

*Contracts with local governments.* In addition to the normal agreements embodied in the applicable local emergency operations plan for mutual emergency assistance, the city may contract with any municipality or county for the administration of a local emergency response program.

(b)

*Public works contracts.* Upon the declaration of an emergency or disaster by the governor or mayor, the city may contract for public works without letting such contract out to the lowest, responsible bidder and without advertising and posting notification of such contract for four weeks; provided, however, that the emergency must be of such nature that immediate action is required and that the action is necessary for the protection of the public health, safety and welfare. Any public works contract entered into pursuant to this subsection shall be entered on the minutes of the city as soon as practical and the nature of the emergency described therein in accordance with O.C.G.A. § 36-91-22(e). Any E-Verify affidavit or other state required affidavit shall be obtained from any contractor if otherwise required by law.

(c)

*Purchasing.* Upon the declaration of an emergency or disaster by the governor or mayor, the purchasing ordinances, regulations or policies may be suspended. City officials shall continue to seek to obtain the best prices during the state of local emergency.

(d)

*Code enforcement.* Upon the declaration of a state of emergency or disaster by the governor or the mayor, the city council may temporarily suspend the enforcement of the ordinances of the city, or any portion thereof; where the emergency is of such nature that immediate action outside the Code is required, such suspension is consistent with the protection of the public health, safety and welfare, and such suspension is not inconsistent with any federal or state statutes or regulations.

(e)

*Fees.* Upon the declaration of a state of emergency or disaster by the governor or the mayor, the city may temporarily reduce or suspend any permit fees, application fees or other rate structures

as necessary to encourage the rebuilding of the areas impacted by the disaster or emergency. The term "fees" includes fees or rates charged by the city for building permits, land disturbance permits, zoning applications, special land use permits, temporary land use permits and other fees relating to the reconstruction, repair and cleanup of areas impacted by the disaster or emergency. The term "fees" does not include fees collected by the city on behalf of the state or federal government or fees charged by the city pursuant to a state or federal statute or regulation.

(f)

## **Sec. 20- 10XX - Overcharging prohibited.**

(a)

*Act declared unlawful.* To preserve, protect or sustain the life, health or safety of persons or property within a designated area upon the declaration of an emergency or disaster, it shall be unlawful, during the duration of the emergency or subsequent recovery period, for any person, firm or corporation located or doing business in the city to overcharge for any goods, materials, foods, equipment, supplies, services, labor, motel rooms, temporary lodging or houses sold or rented within the county.

(b)

*Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Overcharging* means charging prices for goods, materials, foods, equipment, supplies, services, labor, motel rooms, temporary lodging or houses, which exceed the customary charges by at least 25 percent or, in applicable cases, which exceed by at least 25 percent the suppliers' or providers' costs for such goods, materials, foods, equipment, supplies, services, labor, motel rooms, temporary lodging or houses. The existence of overcharging shall be presumed from a 25 percent or greater increase in the price at which the merchandise or rate, fee or cost/rental of housing was offered in the usual course of business immediately prior to the onset of the emergency or disaster, but shall not include increases in cost to the supplier directly attributable to the higher cost of material, supplies and labor costs resulting from the emergency.

*Subsequent recovery period* means that period during which the emergency or disaster continues to cause disruptions in the area designated in the declaration of emergency, but shall not exceed three months after the declaration has been terminated, unless extended by action of the city council.

(c)

*Effective date.* This section shall become effective only upon the signing of a declaration of emergency as set out in this article, stating that this section is in effect. Unless otherwise specified in the declaration of emergency or otherwise extended by the city council, the provisions of this section shall remain in effect during the state of emergency and for a subsequent recovery period of three months.

## **Chapter XX - CIVIL EMERGENCIES<sup>[1]</sup>**

**Sec. XX. - Closed or restricted areas and curfews during emergency.**

(a)

To preserve, protect or sustain the life, health, welfare or safety of persons, or their property, within a designated area under a declaration of emergency, it shall be unlawful for any person to travel, loiter, wander or stroll in or upon the public streets, highways, roads, lanes, parks or other public grounds, public places, public buildings, places of amusement, eating places, vacant lots or any other place during a declared emergency between hours specified by the mayor until the curfew is lifted.

(b)

To promote order, protect lives, minimize the potential for looting and other crimes, and facilitate recovery operations during an emergency, the mayor shall have discretion to impose reentry restrictions on certain areas. The mayor shall exercise such discretion in accordance with the city emergency operations plan, which shall be followed during emergencies.

(c)

The provisions of this section shall not apply to persons acting in the following capacities:

(1)

Authorized and essential law enforcement personnel;

(2)

Authorized and essential health care providers;

(3)

Authorized and essential personnel of the city;

(4)

Authorized National Guard or federal military personnel;

(5)

Authorized and essential firefighters;

(6)

Authorized and essential emergency response personnel;

(7)

Authorized and essential personnel or volunteers working with or through the chief of police, or his/her designee;

(8)

Authorized and essential utility repair crews;

(9)

Citizens seeking to restore order to their homes or businesses while on their own property or place of business;

(10)

Other authorized and essential persons as designated on a list compiled by Mayor and Chief of Police, or his/her designee.

(d)

*Enforceability.* This section shall be enforced by officers of the law enforcement personnel approved to provide aid and assistance during the emergency. Nothing contained in this section shall prohibit a law enforcement officer from bringing other charges under state law.

(e)

*Effective date.* This section shall become effective only upon the signing of a declaration of emergency, stating this section is in effect.

(Ord. No. 2009-17, 3-16-09)

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D.

## **2.86.100 - Criminal penalties.**

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Any person who knowingly refuses to comply with an order to evacuate issued under this chapter or who refuses to comply with any other order issued during a state of emergency, as provided in this chapter and after notice of the order has been given to that person, is guilty of a Class B Misdemeanor.

(Ord. 1615 § 1 (part), 2007)

## **88.040 - State of emergency—Disorderly conduct after emergency proclaimed—Penalty.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)

After the proclamation of a state of emergency every person who:

(a)

Willfully causes public inconvenience, annoyance, or alarm, or recklessly creates a risk thereof, by:

Engaging in fighting or in violent, tumultuous or threatening behavior;

Making an unreasonable noise or an offensively coarse utterance, gesture, or display, or addressing abusive language to any person present;

Dispersing any lawful procession or meeting of persons, not being a peace officer of this state and without lawful authority;

Creating a hazardous or physically offensive condition which serves no legitimate purpose; or

(b)

Engages with at least one other person in a course of conduct, as defined in subsection A of this section, which is likely to cause substantial harm or serious inconvenience, annoyance, or alarm, and refuses or knowingly fails to obey an order to disperse made by a peace officer, shall be guilty of disorderly conduct and be punished by imprisonment for not more than one year or fined not more than one thousand dollars (\$1,000.00) or by both fine and imprisonment.

(Ord. 2221 § 2, 2000)

## **2.88.050 - State of emergency—Refusing to leave public way or property when ordered—Penalty.**

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Any person upon any public way or any public property, within the area described in the state of emergency, who is directed by a public official or peace officer to leave the public way or public property and refuses to do so, shall be guilty of a misdemeanor.

## **Sec. 11-5. - Mayor; powers; duties.**

(a)

On an annual basis, the mayor shall review the eligibility and performance of the emergency management coordinator.

(b)

The mayor shall, once every two (2) years, review the emergency operations plan and, upon deeming it adequate, shall certify the plan to be current and adequate for the ensuing two (2) years.

(c)

**Sec. 38-10. - Emergency power and authority of mayor.**

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(a)

*Generally.* The mayor may exercise the emergency power and authority as specified in this section. Whenever a situation requires or is likely to require that the mayor invoke such power and authority, he shall, as soon as reasonably expedient, convene the city council to perform its legislative and administrative duties as the situation demands and shall report to the city council relative to emergency activities. Nothing in this chapter shall be construed as abridging or curtailing the powers of the council unless specifically provided in this chapter.

(b)

*Interim authority.* When obtaining formal approvals would result in delay of relief activity, the mayor may, until the council convenes, waive procedures and formalities otherwise required pertaining to the performance of public works; entering into contracts; incurring obligations; employment of temporary workers; rental of equipment; purchase and distribution of supplies, materials and facilities; and expenditure of existing funds. The council is also empowered to waive any such procedures and formalities.

(2)

*Health and safety assistance.* Provide for the health and safety of persons and property, including emergency assistance to the victims of a disaster.

(3)

*Disaster relief.* Assign and make available for duty the employees, property, or equipment of the city relating to firefighting; engineering; rescue; health, medical, and related services; police; transportation; construction; and similar items or service for disaster relief purposes within or without the physical limits of the city.

(4)

*Foreign attack.* If a foreign attack occurs upon this state, waive procedures and formalities otherwise required by law pertaining to the performance of public work; entering into contracts; incurring of obligations; employment of permanent and temporary workers; utilization of volunteer workers; rental of equipment; purchase and distribution with or without compensation of supplies, materials, and facilities; and appropriation and expenditure of public funds.

(f)

*Governmental succession.* The mayor, with the approval of the council, shall establish procedures for the succession of government during emergencies where officials are unavailable for exercising the powers and discharging the duties of their respective offices.

(g)

/\*\*\*\*\* EMAIL DISCLAIMER \*\*\*\*\*/ Please note: Florida

has a very broad public records law. Most written communications to or from Town Officials and employees regarding Town business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

ORDINANCE NO. 2020-\_\_\_\_\_

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATING TO CHAPTER 2, ADMINISTRATION; AMENDING ARTICLE IV, EMERGENCY MANAGEMENT; PROVIDING FOR DELETION OF SECTIONS 2-101 THROUGH 2-106; PROVIDING FOR NEW SECTIONS ENTITLED DEFINITIONS, APPLICABILITY OF PROVISIONS, EMERGENCY MANAGEMENT STRUCTURE, POWERS, DUTIES AND RESPONSIBILITIES, DECLARATION OF A STATE OF EMERGENCY, TERMINATION OF A STATE OF EMERGENCY, POLICE EMERGENCIES, FIRE AND HAZARDOUS MATERIALS EMERGENCIES, UTILITIES EMERGENCIES, WEATHER EMERGENCIES, SUSPENSION OF LOCAL BUILDING REGULATIONS, CERTIFICATION OF EMERGENCY CONDITIONS, PENALTY, AND IMMUNITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERCEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 252.38, Florida Statutes, authorizes and encourages municipalities to create municipal emergency management programs, and that such programs shall coordinate their activities with those of the county emergency management agency; and

WHEREAS, Article VIII of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Town Commission desires to amend the code of ordinances to provide for comprehensive emergency management procedures; and

WHEREAS, the Town Commission finds that the proposed emergency management procedures in this ordinance are consistent with and subject to the applicable Broward County Emergency Management Plan pursuant to Section 252.38(2), Florida Statutes.

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

Section 1: That sections 2-101 through 2-106, of the Code of Ordinances, Town of

Pembroke Park, Florida, are hereby deleted in their entirety.

Section 2: That the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered 2-101, which section reads as follows:

**“Sec. 2-101. Definitions.**

*Emergency* means a condition which threatens or adversely affects the public health, safety, property, public peace, general welfare or security and which is or threatens to be beyond the control of those public and private agencies normally responsible for the management of such a condition, resulting from an act of imminent threatened act of war, riot, terrorism, mob or other acts of violence, from conflagration, explosion, hazardous materials incident or release, from a weather event such as a flood, hurricane or tornado, from a disruption in utility systems, or from any other cause, reason, condition or circumstance.

*Emergency order* means a directive, proclamation, regulation or rule issued by the Town Manager pursuant to this article to protect the health, safety or welfare of persons or property within the Town which shall have the force and effect of law.

*Town Manager* means the Town Manager designated in accordance with section 2-91 of the Town Code, and who has the powers delineated in sections 2-94 of the Town Code.”

Section 3: That the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered 2-102, which section reads as follows:

**“Sec. 2-102. Applicability of provisions.**

All officers, employees, contractors, vendors, boards, commissions, authorities and other agencies of the Town are subject to the provisions of this article.”

Section 4: That the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered 2-103, which section reads as follows:

**“Sec. 2-103. Emergency management structure.**

- (a) The Town Manager shall perform the function of director of emergency management and shall implement, manage and report on all actions authorized and taken under the provisions of this article.
- (b) The Town Manager or the Town Manager's designee shall plan for the coordination of those actions necessary for the creation and maintenance of an

effective emergency response capability to prepare for and manage emergency conditions.”

Section 5: That the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered 2-104, which section reads as follows:

**“Sec. 2-104. Powers, duties and responsibilities.**

The Town Manager, when acting as the director of emergency management, shall have the following powers, duties and responsibilities:

- (a) To declare a state of emergency pursuant to section 2-105; provided, however, that to the extent possible under the circumstances, the public announcement of such declaration shall be made by the Mayor, together with the Manager, and to promptly file with the Town Commission a certificate showing such emergency and the necessity for such action.
- (b) To direct the creation, revision and the exercise of emergency response plans consistent with state and county emergency plans for the mitigation of, preparation for, response to, and recovery from emergencies, and to exercise all powers permitted by Chapter 252, Florida Statutes.
- (c) To recommend a budget to the Town Commission from the creation and maintenance of an emergency response capability as provided in this article.
- (d) To issue emergency regulations necessary for the protection of life and property, establishment of public order, and control of adverse conditions affecting public welfare resulting from an emergency.
- (e) To plan for and develop an emergency operations control center to include equipment, manning and operational procedures necessary to the management and control of emergency conditions, as well as procurement of necessary goods and services.
- (f) To develop and manage the Town's emergency awareness public information program.
- (g) To apply for public assistance or other disaster relief funding.

- (h) To coordinate emergency management efforts with his or her counterparts in municipalities across the county, the county, state and nation.
  - (i) To award contracts and expend necessary Town funds for emergency relief and provide for the Town Commission an itemized account of all expenditures.
- Further,

this article shall constitute Town Commission consent and approval of the Town Manager's contractual and purchasing authority hereunder as required pursuant to section 2-126(c)(1) of the Town Code. The Town Commission may, by resolution, establish procedures which apply to this subsection.”

Section 6: That the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered 2-105, which section reads as follows:

**“Sec. 2-105. Declaration of a state of emergency.**

- (a) The Town Manager shall have the sole authority to declare a state of emergency hereunder.
- (b) Any declaration of a state of emergency and all emergency regulations activated under the provisions of this article and any emergency expenditures made hereunder pursuant to section 2-104(i) shall be confirmed by the Town Commission by resolution no later than at the next regular meeting, or as reasonably  
as possible, unless the nature of the emergency renders a meeting of the Town Commission impossible. The confirmation of the emergency declaration by the Town Manager shall disclose the reasons for actions proposed and taken to manage the emergency, and other pertinent data relating to the emergency requiring the declaration.
- (c) Emergency orders authorized by this article may include, but are not limited to, the following subjects:
  - (1) Evacuation;
  - (2) Curfews, declaration of areas off limits;

- (3) Suspension or regulation of the sale of, or offer to sell, with or without consideration, alcoholic beverages, ammunition, firearms, explosives, or combustibles;
- (4) Prohibiting the sale of merchandise, goods or services at more than the average retail price;
- (5) Water use restrictions;
- (6) Suspension of local building regulations;
  
- (7) Regulating the use of and rationing of fuel, ice, bottled water, and other essentials;
- (8) Emergency appropriations procedures in compliance with section 2-126(c)(1) of the Town Code.
- (d) A declaration of a state of emergency shall activate the emergency plans applicable to the Town. A declaration of a state of emergency shall automatically invoke the emergency measures of Section 870.044, Florida Statutes, if the emergency relates to overt acts of violence or the imminent threat of such violence.
- (e) A state of emergency, when declared, shall continue in effect from day-to-day until declared to be terminated by the Town Manager or Town Commission in accordance with section 2-106 of the Town Code.
- (f) Upon the declaration of a state of emergency, the Town Manager shall post a written notice of such declaration upon the main bulletin board in Town Hall, and shall, as promptly as practicable, file with the Town Clerk a notice of a declared state of emergency, or emergency measure declared or ordered and promulgated by virtue of state statutes. The Town Manager shall notify the local media if practicable and shall post the notice on the Town's website as soon as practicable.
- (g) The Town Manager may issue orders pursuant to this article and may elect to adopt orders issued by county or state emergency management agencies.”

Section 7: That the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered 2-106, which section reads as follows:

**“Sec. 2-106. Termination of a state of emergency.**

A state of emergency shall be terminated by a vote of the Town Commission if practicable or upon the certification of the Town Manager that the conditions leading to or causing the emergency no longer exist and the Town's agencies and departments are able to manage the situation without extraordinary assistance. An automatic repeal of the declaration of a state of emergency and associated emergency orders shall occur by the 91<sup>st</sup> day from enactment unless the declaration of the state of emergency and associated emergency orders are extended by resolution of the Town Commission. A state of emergency established under Sections 870.041-870.048, Florida Statutes, shall terminate at the end of a period of 72 consecutive hours after the declaration

of the emergency, unless, prior to the end of the 72-hour period, the Town Manager or the Town Commission has terminated such state of emergency. Any extension of the 72-hour time limit must be approved by resolution of the Town Commission, unless the nature of the emergency renders a meeting of the Town Commission impossible. Notice of termination of the emergency declaration shall be made to the public by the Town Manager by the same means as the notice of the declaration of the state of emergency, as provided under section 2-105.

Section 8: That the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered 2-107, which section reads as follows:

**“Sec. 2-107. Police emergencies.**

- (a) An emergency may be declared because of civil unrest, terrorist act or other imminent threat to public peace or order when the Chief of Police, or if unavailable, the next highest ranking officer in the police department chain of command, certifies to the Town Manager that an emergency condition arising from hostile actions of others, armed or unarmed, or other imminent threat to public peace or order, requires extraordinary measures of control, including, but not limited to, curfew; blockage; proscription of the sale of firearms, other weapons or alcoholic beverages; explosives and combustibles; evacuation; and other similar actions. The Town Manager may issue a declaration of a state of emergency in accordance with section 2-105.

- (b) The declaration of a state of emergency because of civil unrest, terrorism or other imminent threat to public health, welfare, and property or order, shall authorize the issuance of emergency order, as may be required, if applicable, require automatic emergency measures pursuant to Section 870.044, Florida Statutes. In addition, additional discretionary emergency measures pursuant to Section 870.045, Florida Statutes, may be issued.”

Section 9: That the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered 2-108, which section reads as follows:

**“Sec. 2-108. Fire and hazardous materials emergencies.**

- (a) An emergency may be declared because of fire or a hazardous materials incident emergency when the Fire Chief, or designee, certifies to the Town Manager that an

actual or potential condition arising from fire, explosion, chemical spill or release, building collapse, or plane, train or other vehicle accident, requires extraordinary measures for control, including, but not limited to, calling out of off-duty personnel; assistance by outside agencies; evacuation; and other similar actions. The Town Manager may issue a declaration of a state of emergency in accordance with section 2-105.

- (b) The declaration of public emergency because of fire and hazardous material emergency shall authorize the issuance of emergency orders as may be required.”

Section 10: That the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered 2-109, which section reads as follows:

**“Sec. 2-109. Utility emergencies.**

- (a) An emergency may be declared because of utility conditions when the Public Services Director, or designee, or the authorized representative of the relevant utility certifies to the Town Manager the following:

- (1) A condition exists or is imminent that endangers the safety, potability, quantity, availability, collection, conveyance, transmission, distribution, treatment, or storage of water or waste through or within the Town;

- (2) A condition exists or is imminent that endangers the safety, quality, quantity, availability, transmission, distribution, or storage of gas or electricity through or within the Town; or
- (3) Extraordinary actions to control and correct the situation are required, including, but not limited to, emergency purchase; calling out of off-duty personnel; assistance by outside agencies; and other similar actions.
- (b) The Town Manager may issue a declaration of a state of emergency in accordance with section 2-105.
- (c) The declaration of a state of emergency because of utility conditions shall authorize the issuance of emergency resolutions or orders, and other appropriate resolutions or orders, as may be required.”

Section 11: That the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered 2-110, which section reads as follows:

**“Sec. 2-110. Weather emergencies.**

- (a) An emergency may be declared because of weather conditions when the national weather service or a state, county or local emergency management agency informs the Town or the public that emergency conditions resulting from meteorological conditions are present or imminent. Meteorological conditions covered by this section shall include, but are not limited to, hurricanes, floods, tornados, or other severe weather conditions and the results therefrom. The Town Manager may issue a declaration of a state of emergency in accordance with section 2-105.
- (b) The declaration of a public emergency because of weather conditions shall authorize the issuance of emergency orders as may be required.”

Section 12: That the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered 2-111, which section reads as follows:

**“Sec. 2-111. Suspension of local building regulations.**

The Town Manager may authorize a suspension of local building regulations during and following a declared state of emergency when the Chief Building Official certifies to the Town Manager that such action is necessary for the expeditious restoration of property damaged by an

emergency event. Suspension of building regulations may be applied on a case-by-case basis as required to remedy specific conditions and to facilitate the provision of emergency housing to disaster victims. The Chief Building Official shall specify the provisions of the building code to be suspended and the reasons therefore, when certifying the necessity of such suspension to the Town Manager.”

Section 13: That the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered 2-112, which section reads as follows:

**“Sec. 2-112. Certification of emergency conditions.**

A certification of emergency conditions to the Town Manager may be verbal, but each verbal certification shall be confirmed in writing within 24 hours following an emergency declaration.”

Section 14: That the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered 2-113, which section reads as follows:

**“Sec. 2-113. Penalty.**

Any person, firm or corporation who violates any provision of this article or orders issued hereunder, for which another penalty is not specifically provided herein or required by law shall, upon conviction, be subject to such fine or imprisonment or both as provided by section 1-13. Each day that a violation shall continue to exist shall constitute a separate offense.”

Section 15: That the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered 2-114, which section reads as follows:

**“Sec. 2-114. Immunity.**

Elected and appointed officials, their designees, and all Town employees shall have immunity for any actions taken in accordance with this article and the Town retains its sovereign immunity for all actions taken relating to emergency preparedness, response and clean-up. The Town retains extensive sovereign immunity for actions taken during a state of emergency and does not waive any of its sovereign immunity in this article.”

Section 16: 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,

Town of Pembroke Park  
Ordinance No. 2020- \_\_\_\_

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 17: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 18: That all Ordinances, 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 19: That this Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

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

ATTEST:

\_\_\_\_\_  
GEOFFREY JACOBS  
Clerk-Commissioner

\_\_\_\_\_  
ASHIRA A. MOHAMMED  
Mayor-Commissioner

I HEREBY CERTIFY that I have  
approved the form of this Resolution

\_\_\_\_\_  
CHRISTOPHER J. RYAN  
Town Attorney

VOTE

ASHIRA MOHAMMED

\_\_\_\_\_

HOWARD P. CLARK, JR.

\_\_\_\_\_

GEORGINA COHEN \_\_\_\_\_

GEOFFREY JACOBS \_\_\_\_\_

REYNOLD DIEUVEILLE \_\_\_\_\_

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DATE: July 16, 2020

TO: The Honorable Mayor and  
Members of the Town Commission

FROM: J.C. Jimenez  
Town Manager

RE: **Proposed New Logo**

Attached for your consideration is a proposed new logo for the Town of Pembroke Park. The proposal, created by the designers of the new town website, is a modern take on the town's existing logo.

Staff is seeking approval of the new logo prior to launching the new website and prior to finalizing the design and layout of the newsletter.



Recommendation  
Staff recommends approval.



*The Small Town that Means Big Business*

# AGENDA ITEM REPORT



**To:** Town Manager  
**Subject:** Sanitary Master Lift Station 34, Emergency Repairs Budget Recommendation and Approval  
**Meeting:** AGENDA -SPECIAL COMMISSION MEETING - Jul 27 2020  
**Department:** Public Works  
**Staff Contact:** Myriam Jacques, Public Services AssistantDirector

## BACKGROUND INFORMATION:

Master Lift Station 34 (MLS 34) is an aging infrastructure, located on S Park Road, north of Hallandale Blvd., and is currently receiving the sanitary flow from other Town and private lift stations.

## FINANCIAL IMPACT:

Not to Exceed \$24,000

## RECOMMENDATION:

Motion to Approve Recommendation

## ATTACHMENTS:

[MEMO-Master Lift Station 34](#)

|                                                   |                                   |
|---------------------------------------------------|-----------------------------------|
| Myriam Jacques, Public Services AssistantDirector | Status:<br>Approved - Jul 27 2020 |
| Finance director, Finance & Budget Director       | Approved - Jul 28 2020            |
| JC Jimenez, Town Manager                          | Pending                           |



# TOWN OF PEMBROKE PARK

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

Ashira A. Mohammed  
*Mayor*

Howard P. Clark, Jr.  
*Vice Mayor*

Geoffrey Jacobs  
*Clerk-Commissioner*

Reynold Dieuveille  
*Commissioner*

Georgina Cohen  
*Commissioner*

Christopher J. Ryan  
*Town Attorney*

## MEMO

**To:** Ashira Mohammed, Mayor  
Howard Clark, Jr., Vice- Mayor  
Geoffrey Jacobs, Clerk-Commissioner  
Reynold Dieuveille, Commissioner  
Georgina Cohen, Commissioner  
JC Jimenez, Town Manager

**From:** Dan Ortiz, Town Engineer

**Date:** Monday, July 27, 2020

**Re:** Sanitary Master Lift Station 34, Emergency Repairs  
Budget Recommendation and Approval

### Background:

This Master Lift Station 34 (MLS 34) is an aging infrastructure, located on S Park Road, north of Hallandale Blvd., and is currently receiving the sanitary flow from other Town and private lift stations.

### Emergency repairs update:

On July 24, 2020, our Town Personnel, tried unsuccessfully to video record the existing conditions of the sewer pipe line flowing by gravity to the MLS 34, from one of the existing manholes located on Park Road. During this operation the following was observed:

1. When blocking the sanitary flow of the force main coming into the existing manhole, sewer started to come out of the ground surrounding the manhole. The force main was unblocked immediately and other options were implemented, such as shutting down the other lift stations located upstream.
2. After managing to diminish the flow, a plug was installed into the existing gravity line for video recording. With the limited capabilities of our video camera, a blockage in the pipe prevented the camera from moving through the obstruction, for the recording.

After these observations, there was a consensus that further studies need to be performed as follows:

- a) We need to perform temporary repairs to the existing force main coming into the manhole. In order to do this, we need to excavate in the street to expose the existing force main and repair the leak and patch the manhole wall.
- b) We need to hire a Contractor to do the video recording of the existing gravity line. After this is done, we need to repair the leaks of this pipe line.

I recommend this work as an emergency and an approval is needed in the amount not to exceed \$24,000.00 (twenty four thousand dollars).

*Daniel Ortiz, Town Engineer*



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