



AGENDA

SPECIAL COMMISSION MEETING

6:30 PM - Wednesday, September 24, 2025

Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
6. PRESENTATIONS
7. CONSENT AGENDA
 - 7.1. Renewal for Backup system and security - IT Director Pakula 4 - 9
[Agenda Item Report - AIR-25-300](#)
8. ORDINANCES
 - 8.1. Consideration and approval of Ordinance Providing an adjustment to the Commission's compensation and Cost of Living Adjustment (COLA) - Town Manager Lynch 10 - 17
ORDINANCE NO.: 2025-006
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING ARTICLE II, DIVISION 2, ENTITLED "COMPENSATION;" AMENDING SEC. 2-21, ENTITLED "TOWN COMMISSION COMPENSATION;" PROVIDING FOR AN ADJUSTMENT TO THE COMMISSION'S COMPENSATION AND AN ANNUAL COST OF LIVING ADJUSTMENT IN ACCORDANCE WITH THE COST OF LIVING ADJUSTMENT PROVIDED TO GENERAL TOWN EMPLOYEES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
[Agenda Item Report - AIR-25-301 - Pdf](#)
 - 8.2. Consideration and approval of ordinance to authorize the Town Manager and Finance Director to be included as authorized signatories - Town Manager Lynch 18 - 25
ORDINANCE NO.: 2025-007
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 24 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "TAXATION AND FINANCE;" BY SPECIFICALLY AMENDING ARTICLE III, ENTITLED "FINANCE;" AMENDING SEC. 24-102, ENTITLED "DISBURSEMENT BY CHECK

ONLY; AUTHORIZATIONS TO SIGN CHECKS; TRANSFER FUNDS;” PROVIDING FOR THE TOWN MANAGER AND THE TOWN FINANCE DIRECTOR TO BE INCLUDED AS AUTHORIZED SIGNATORIES FOR TOWN CHECKS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[Agenda Item Report - AIR-25-302](#)

9. NEW BUSINESS

- 9.1. Consideration and approval of a resolution regarding Amendment No. 2 to the FY 2024-2025 Budget - Finance Director Davermann 26 - 31

RESOLUTION NO.: 2025-048

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

[Agenda Item Report - AIR-25-315](#)

- 9.2. First Amendment to Town Manager's Employment Agreement – Town Manager Lynch 32 - 41

RESOLUTION NO.: 2025-049

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE TOWN AND THE TOWN MANAGER, ATTACHED HERETO AS EXHIBIT “A;” PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

[Agenda Item Report - AIR-25-305](#)

- 9.3. Ratification of the Town Manager's Termination of Agreement with Public Communicators Group - Town Manager Lynch 42 - 57

RESOLUTION NO.: 2025-050

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING THE TOWN MANAGER'S TERMINATION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND THE PUBLIC COMMUNICATORS GROUP PURSUANT TO SECTION 1.3 OF THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Agenda Item Report - AIR-25-304](#)

10. ATTORNEY COMMENTS

11. TOWN MANAGER COMMENTS

12. COMMISSIONER COMMENTS

Commissioner Mohammed

Acting Clerk Commissioner Morrissette

Clerk Commissioner Hodgkins
Vice Mayor Kashem
Mayor Jacobs

13. ANNOUNCEMENTS

- 13.1. Regular Commission Meeting, Monday, September 29, 2025 at 7:00 p.m.
Special Magistrate, Wednesday, October 15, 2025 at 9:00 a.m.
Workshop Commission Meeting, October 29, 2025 at 6:00 p.m.

Special Events

Food Drive, Saturday, October 4, 2025 at 9:00 am
Fall Festival, Friday, October 24, 2025 at 4:00 p.m.

14. ADJOURNMENT

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

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

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

Cynthia Garcia-Lima
Town Clerk



Agenda Item Report

Subject:	Renewal for Backup system and security - IT Director Pakula
Meeting Date:	Special Commission Meeting - September 24, 2025
Prepared For:	Town Commission
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve Item
Background Information:	This is a renewal for three years for the Town's network
Staff Recommendations:	Approving this item
Procurement:	Purchasing this from CSPI there are three quotes they are the lowest plus they use pricing from government contract GSA MAS CONTRACT #47QTCA19D00MM
Financial Implications:	Total cost for this three year service is \$34,984.00, This is a budgeted item.
Alternatives:	NONE

ATTACHMENTS:

[Quotation 0228737842 - Town of Pembroke Park - Re Redacted](#)
[250821 CAWQ37487-01 - Town of Pembroke Park - Renewal - Barracuda Redacted](#)
[GSA Contract Letter of Authorization CSPI 02112025](#)
[CSPI Quote 0320-21202 \(3 Year\) Barracuda Renewal Redacted](#)

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
+14804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Margery Murphy
+19374159418
MARGERY.MURPHY@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.
To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

<https://www.insight.com/terms-and-policies>

Computers At Work!, Inc.
DBA



EIN: 31-1758837

2338 Immokalee Rd. #151
Naples, FL 34110
Phone: (239) 514-2888
Fax: (239) 236-2232

www.vTECHio.com

PROPOSAL
CAWQ37487-01

Quoted: Aug 21, 2025
Expires: Sep 17, 2025

Prepared For:	Ship To:	Presented By:
Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States Phone (954) 701-4345 Email mpakula@tppfl.gov	Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States	Kevin Kaufman Kevin.Kaufman@vtechio.com (407) 784-9561

Signature : _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.
ALL SALES ARE FINAL ** 30-day from ship-date return window for items damaged in transit.

Terms: Net 30 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
Start Date: 11/16/2025					
Start Date: 11/15/2028					
1			\$695.00	36	\$25,020.00
2			\$280.00	36	\$10,080.00
3			\$320.00	36	\$11,520.00

Recurring :	Totals :
Your investment in addition to the Grand Total:	
\$0.00 Billed Monthly	Subtotal \$46,620.00
\$0.00 Billed Quarterly	Tax \$0.00
\$0.00 Billed Annually	Shipping \$0.00
	Grand Total \$46,620.00



www.vTECHio.com

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com. For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

February 11, 2025

MODCOMP, INC. DBA CSPI TECHNOLOGY SOLUTIONS
1182 East Newport Center Drive
Deerfield Beach, FL 33442

Re: Participating Dealer Authorization – **MODCOMP, INC. DBA CSPI TECHNOLOGY SOLUTIONS - GSA MAS CONTRACT #47QTCA19D00MM (expires 9/29/2029)**

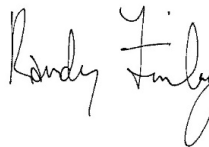
To Whom it May Concern:

Please allow this letter to serve as confirmation that **MODCOMP, INC. DBA CSPI TECHNOLOGY SOLUTIONS** is authorized to sell through and under the TD SYNnex Corporation **GSA MAS CONTRACT #47QTCA19D00MM** (the “Contract”). Under that existing Participating Dealer Agreement between the parties, TD SYNnex Corporation has granted **MODCOMP, INC. DBA CSPI TECHNOLOGY SOLUTIONS** the non-exclusive right to sell products that are awarded under the Contract to permitted government end users.

Nothing in this letter of authorization should be construed as TD SYNnex Corporation giving permission to **MODCOMP, INC. DBA CSPI TECHNOLOGY SOLUTIONS** to add TD SYNnex-distributed vendors to contract vehicles held by **MODCOMP, INC. DBA CSPI TECHNOLOGY SOLUTIONS**.

You should feel free to provide a copy of this letter to any of your public sector customers.

Sincerely,



Randy Finley
Senior Director
Public Sector Business Development

TD SYNnex Corporation
39 Pelham Ridge Drive
Greenville, South Carolina 29615
(510) 402-7058
randy.finley@tdsynnex.com



Modcomp, Inc.

DBA CSPI Technology Solutions

1182 East Newport Center Drive

Deerfield Beach FL 33442

Phone: (800) 940-1111 Ph/Ext: 954-571-4626

Quote

0320-21202

Date: 07/18/2025

Customer

Town Of Pembroke Park

Representative: Bob Palmisano
(bob.palmisano@cspi.com)

End User Registration Details:

Name: Mark Pakula

Phone: (954)701-4345

Email: mpakula@tppl.gov

Billing Address

Contact:

3150 SW 52ND AVE.

PEMBROKE PARK FL 33023

Phone: (000) 000-0000

County:

Customer Purchase Order:

Project Name: Barracuda Renewal (2025 - 2028)

FOB:

Shipping Address

Contact: Mark Pakula

3150 SW 52ND AVE.

PEMBROKE PARK FL 33023

Phone: (000) 000-0000

County:

Terms: NET 30

Items

No.	Qty	Item No.	Description	Unit Price	Ext. Price
1	1			\$0.00	\$0.00
2	1			\$18,776.00	\$18,776.00
3	1			\$7,564.00	\$7,564.00
4	1			\$8,644.00	\$8,644.00
5	1			\$0.00	\$0.00

Sub Total: \$34,984.00

Shipping: \$0.00

Tax: \$0.00

Total: \$34,984.00

Partial orders and quotes over 30 days from issuance are subject to price change. The quoted price does not include any potential tariffs, duties, or taxes that may arise from international shipments or transactions, and that the customer is responsible for these costs.

CSPI Technology Solutions is your single source for IT Solutions. We are an authorized partner for Juniper, Cisco, Dell/EMC, Palo Alto, HPE/Aruba, VMWare, Nutanix, Microsoft, Citrix, Fortinet and many more.

MODCOMP, Inc. DBA CSPI Technology Solutions is an affirmative action/equal opportunity employer.

All sales are subject to CSPI terms and conditions unless specifically stated otherwise on the quote or if Customer has executed a separate Purchase agreement with CSPI, then the terms of that agreement shall govern.

http://www.cspi.com/wp-content/uploads/2016/07/CSPITS_modcomp_TC.pdf



Agenda Item Report

Subject:	Consideration and approval of Ordinance Providing an adjustment to the Commission's compensation and Cost of Living Adjustment (COLA) - Town Manager Lynch ORDINANCE NO.: 2025-006 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING ARTICLE II, DIVISION 2, ENTITLED "COMPENSATION;" AMENDING SEC. 2-21, ENTITLED "TOWN COMMISSION COMPENSATION;" PROVIDING FOR AN ADJUSTMENT TO THE COMMISSION'S COMPENSATION AND AN ANNUAL COST OF LIVING ADJUSTMENT IN ACCORDANCE WITH THE COST OF LIVING ADJUSTMENT PROVIDED TO GENERAL TOWN EMPLOYEES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Special Commission Meeting - September 24, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	This item seeks Commission consideration and approval of an ordinance providing for an annual Cost of Living Adjustment (COLA) to the compensation of elected Commissioners, consistent with inflation and adjustments provided to other municipal employees. Commissioners currently receive a fixed annual compensation that has not been adjusted in several years. As inflation continues to impact the cost of living, many municipalities provide periodic COLA increases to elected officials in line with those offered to municipal staff, based on established indices such as the Consumer Price Index (CPI). This ordinance would authorize an annual COLA, to be applied at the beginning of each fiscal year, contingent on the availability of budgeted funds and aligned with the COLA provided to general employees.

Staff Recommendations:	
Procurement:	
Financial Implications:	The fiscal impact will vary annually depending on the approved COLA percentage and the number of sitting Commissioners. Funding will be included in the annual adopted budget.
Alternatives:	

ATTACHMENTS:

[Ordinance No.: 2025-006](#)

[2025-006- Business Impact Statement - First Reading](#)

[2025-006- Business Impact Statement - Second Reading](#)

ORDINANCE NO. 2025-006

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING ARTICLE II, DIVISION 2, ENTITLED "COMPENSATION;" AMENDING SEC. 2-21, ENTITLED "TOWN COMMISSION COMPENSATION;" PROVIDING FOR AN ADJUSTMENT TO THE COMMISSION'S COMPENSATION AND AN ANNUAL COST OF LIVING ADJUSTMENT IN ACCORDANCE WITH THE COST OF LIVING ADJUSTMENT PROVIDED TO GENERAL TOWN EMPLOYEES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the position of Town Commissioner in the Town of Pembroke Park is akin to a full time job; and

WHEREAS, Section 2-21 of the Town of Pembroke Park Code of Ordinances establishes annual compensation for the Town Commission; and

WHEREAS, the Town Commission seeks to adjust the annual salary and provide for an annual cost of living adjustment for the Town's elected officials in accordance with the consumer price index; and

WHEREAS, the Town Commission finds that adjusting the commission's salary and providing a cost of living adjustment for the Town's elected officials is in the best interests of the Town.

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

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. **CHAPTER 2 OF TOWN CODE AMENDED.** Article II, entitled “Town Commission,” of Chapter 2 of the Town Code, entitled “Administration,” is hereby amended by specifically amending Section 2-21, entitled “Town Commission Compensation,” as follows:

Sec. 2-21. - Town Commission compensation.

(a) Each member of the Town Commission shall be paid an annual salary in the amount of ~~seventy thousand dollars and 00/100 (\$70,000.00). fifty-two thousand dollars—(\$52,000.00).~~ This salary shall be adjusted annually at the commencement of each fiscal year in accordance with the cost of living adjustment provided to all general employees.

(b) Payments shall be made to each member of the Town Commission in advance on the first day of each month.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

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

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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Page 2

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

Page 4 of 8

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 10TH DAY OF SEPTEMBER, 2025.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS 24TH DAY OF SEPTEMBER, 2025.

ATTEST:

MAYOR GEOFFREY JACOBS

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Town Attorney

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Page 3

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

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BUSINESS IMPACT ESTIMATE¹

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The proposed Ordinance would provide for an annual Cost of Living Adjustment (COLA) to the compensation of the Commission. The COLA shall be calculated based on the Consumer Price Index (CPI) for the Miami-Fort Lauderdale-West Palm Beach area, or a comparable index if such is unavailable, and shall be applied at the start of each fiscal year. The adjustment shall be expressed as a percentage and applied to the current base compensation of each Commissioners which is also increasing based on the proposed ordinance.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs:
There are no direct business compliance costs.
- b. New Charges/Fees on Businesses Impacted:
Not applicable as there are no new charges being imposed on businesses.
- c. Estimate of Regulatory Costs:

There are no new regulatory costs associated with this Ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted: Not applicable.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

¹ Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).





BUSINESS IMPACT ESTIMATE¹

Meeting Date: September 24, 2025

Agenda Item No. 8.1

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The proposed Ordinance would provide for an annual Cost of Living Adjustment (COLA) to the compensation of the Commission. The COLA shall be calculated based on the Consumer Price Index (CPI) for the Miami-Fort Lauderdale-West Palm Beach area, or a comparable index if such is unavailable, and shall be applied at the start of each fiscal year. The adjustment shall be expressed as a percentage and applied to the current base compensation of each Commissioners which is also increasing based on the proposed ordinance.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs:
There are no direct business compliance costs.
- b. New Charges/Fees on Businesses Impacted:
Not applicable as there are no new charges being imposed on businesses.
- c. Estimate of Regulatory Costs:

There are no new regulatory costs associated with this Ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted: Not applicable.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).



Agenda Item Report

Subject:	Consideration and approval of ordinance to authorize the Town Manager and Finance Director to be included as authorized signatories - Town Manager Lynch ORDINANCE NO.: 2025-007 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 24 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "TAXATION AND FINANCE;" BY SPECIFICALLY AMENDING ARTICLE III, ENTITLED "FINANCE;" AMENDING SEC. 24-102, ENTITLED "DISBURSEMENT BY CHECK ONLY; AUTHORIZATIONS TO SIGN CHECKS; TRANSFER FUNDS;" PROVIDING FOR THE TOWN MANAGER AND THE TOWN FINANCE DIRECTOR TO BE INCLUDED AS AUTHORIZED SIGNATORIES FOR TOWN CHECKS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Special Commission Meeting - September 24, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	Currently, Section 24-102 of the Town Code provides for the disbursement of Town funds by check and designates authorized signatories for Town checks. In order to improve operational efficiency and ensure appropriate internal financial controls, it is necessary to update the list of authorized signatories. The proposed ordinance amends Section 24-102 to include the Town Manager and the Town Finance Director as authorized signatories for Town checks. This amendment aligns with best practices in municipal finance by ensuring that appropriate administrative officials have the authority to sign checks while maintaining accountability and proper oversight of Town disbursements.
Staff Recommendations:	Staff recommends that the Town Commission adopt the proposed ordinance on first reading and schedule it for second reading and adoption at a subsequent Town Commission meeting.
Procurement:	Not applicable

Financial Implications:	None. This ordinance does not create a financial impact but clarifies and strengthens financial procedures.
Alternatives:	

ATTACHMENTS:

[Ordinance 2025-007](#)

[2025-007- Business Impact Statement - First Reading](#)

[2025-007- Business Impact Statement - Second Reading](#)

ORDINANCE NO. 25_____025-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 24 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "TAXATION AND FINANCE;" BY SPECIFICALLY AMENDING ARTICLE III, ENTITLED "FINANCE;" AMENDING SEC. 24-102, ENTITLED "DISBURSEMENT BY CHECK ONLY; AUTHORIZATIONS TO SIGN CHECKS; TRANSFER FUNDS;" PROVIDING FOR THE TOWN MANAGER AND THE TOWN FINANCE DIRECTOR TO BE INCLUDED AS AUTHORIZED SIGNATORIES FOR TOWN CHECKS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 24-102 of the Town's Code of Ordinances establishes the individuals authorized to sign checks on behalf of the Town; and

WHEREAS, the Town Commission seeks to authorize the Town Manager and the Town's Finance Director to serve as signatories for Town checks; and

WHEREAS, the Town Commission further seeks to prohibit the ~~use of~~ use of electronic signatures on Town checks without the expressed authorization of the individual whose name is being signed; and

WHEREAS, the Town Commission finds that authorizing the Town Manager and the Finance Director to serve as signatories for the issuance of checks is in the best interests of the citizens and residents of the Town.

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

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. **CHAPTER 2 OF TOWN CODE AMENDED.** Article III, entitled “Finance,” of Chapter 24 of the Town Code, entitled “Taxation and Finance,” is hereby specifically amended as follows:

Sec. 24-102. - Disbursement by check only; authorizations to sign checks, transfer funds.

(a) All municipal funds and public monies shall only be disbursed by check, which check shall be signed by the Mayor or Vice-Mayor, and countersigned by the Clerk-Commissioner or acting Clerk-Commissioner. In addition to these enumerated members of the Town Commission, the Town Manager and the Finance Director shall be authorized to sign or countersign checks on behalf of the Town in the absence of the Town’s elected officials; however, no checks shall be issued by the Town without the signature of at least one member of the Town Commission.

(b) The ~~Clerk-Commissioner~~Town Manager, or his/her designee, at the direction of the Town Commission, shall be authorized to transfer funds from one authorized depository or fund to another authorized depository or fund in the process of investment or reinvestment of municipal funds or public monies, which transfer may be by wire transfer where applicable.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

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

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such

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Page 2

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 10TH DAY OF SEPTEMBER, 2025.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS 24TH DAY OF SEPTEMBER, 2025.

ATTEST:

MAYOR GEOFFREY JACOBS

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Town Attorney

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Page 3

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

Page 5 of 8



BUSINESS IMPACT ESTIMATE¹

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The proposed Ordinance amends Section 24-102 of the Town Code to designate the Town Manager and the Town Finance Director as additional authorized signatories for Town checks and fund transfers, in addition to existing authorized officials.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs:
There are no direct business compliance costs.
- b. New Charges/Fees on Businesses Impacted:
Not applicable as there are no new charges being imposed on businesses.
- c. Estimate of Regulatory Costs:

There are no new regulatory costs associated with this Ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted: Not applicable.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).





BUSINESS IMPACT ESTIMATE¹

Meeting Date: September 24, 2025

Agenda Item No. 8.2

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The proposed Ordinance amends Section 24-102 of the Town Code to designate the Town Manager and the Town Finance Director as additional authorized signatories for Town checks and fund transfers, in addition to existing authorized officials.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs:
There are no direct business compliance costs.
- b. New Charges/Fees on Businesses Impacted:
Not applicable as there are no new charges being imposed on businesses.
- c. Estimate of Regulatory Costs:

There are no new regulatory costs associated with this Ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted: Not applicable.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).



Agenda Item Report

Subject:	Consideration and approval of a resolution regarding Amendment No. 2 to the FY 2024-2025 Budget - Finance Director Davermann RESOLUTION NO.: 2025-048 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE FISCAL YEAR 2024-2025 TOWN BUDGET ADOPTED ON SEPTEMBER 25, 2024, PURSUANT TO RESOLUTION NO. 2024-020, AS AMENDED; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2024-2025 FOR THE TOWN, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Special Commission Meeting - September 24, 2025
Prepared For:	Town Commission
Staff Contact:	Finance Director, Finance & Budget Director
Dept/Group:	Finance
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Resolution No.: 2025-048](#)

[Budget Amendment #2 9.16.25](#)

RESOLUTION NO. 2025-048

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

WHEREAS, on September 25, 2024, the Town Commission of the Town of Pembroke Park adopted Resolution No. 2024-020, thereby adopting a budget for the Fiscal Year 2024-2025; and

WHEREAS, on April 23, 2025, the Town Commission adopted Resolution No. 2025-014, thereby amending the FY24-25 budget; and

WHEREAS, additional revisions to the Fiscal Year 2024-2025 budget are now necessary, in accordance with Section 166.241, F.S.; and

WHEREAS, Town Staff has reviewed the proposed amendments to the Fiscal Year 2024-2025 budget, and recommends the adoption of the same by the Town Commission; and

WHEREAS, the Town Commission has reviewed the proposed budget amendments set forth in Exhibit “A” and finds the adoption thereof to be in the best interests of the citizens and residents of the Town of Pembroke Park, Florida.

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

Section 1. Each of the “WHEREAS” clauses set forth above are true and correct and herein incorporated by this reference. All exhibits attached hereto as

incorporated herein and made a part hereof.

Section 2. That the Town Commission hereby amends Resolution No. 2024-020, as amended, and provides for a further Amended Budget for the Fiscal Year 2024-2025, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference. In accordance with Sec. 166.241(9), F.S., a copy of the Amended Budget shall be posted on the Town’s website within five (5) days of the adoption of this Resolution.

Section 3. The provisions of this resolution shall not be deemed to be a limitation on the powers granted to the Town Commission by the Town Charter, which relates to the fiscal management of the Town’s funds.

Section 4. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall become effective upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this 24th day of September, 2025.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB HOROWITZ
Town Attorney

EXHIBIT A

Exhibit A

Purpose:

Appropriate \$1,526,213 from Stormwater Fund reserves to the SW 25th St. Project to account for the added scope of work
SW 25th st. budget will increase from \$3,300,000 to \$4,826,213 per agreement with contractors

Budget Amendment

Type	Account Number	Description	Amount	Notes
Revenues	401-000330-331204-00-0000	Appropriation from Stormwater Fund Reserves	<u>\$ 1,526,213.00</u>	FY 2025 Surplus
Total			<u>\$ 1,526,213.00</u>	
Expenditures	401-941002-693200-00-3355	SW 25th St. Stormwater Improvement Project	<u>\$ 1,526,213.00</u>	SW 25 Project Capital Outlay
Total			<u>\$ 1,526,213.00</u>	



Agenda Item Report

Subject:	First Amendment to Town Manager's Employment Agreement – Town Manager Lynch RESOLUTION NO.: 2025-049 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE TOWN AND THE TOWN MANAGER, ATTACHED HERETO AS EXHIBIT “A;” PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE
Meeting Date:	Special Commission Meeting - September 24, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	On October 16, 2024, the Town of Pembroke Park entered into an Employment Agreement with David Lynch to serve as Town Manager. The Original Agreement provided for a waiver of participation in the Town’s health insurance benefit program in exchange for a one-time relocation stipend of up to \$8,000. This waiver resulted in an approximate savings of \$7,000 to the Town. On September 10, 2025, the Town Commission adopted a compensation study (attached as Exhibit “A”) which established a compensation structure aligning the Town Manager’s salary with that of the Police Chief. The study further provided that any adjustments beyond the Pay Grade 24 mid-range would require Town Commission approval. The proposed First Amendment to the Employment Agreement provides for: 1. Town Manager’s participation in the Town’s health

	insurance benefit program, with the Town covering 100% of the costs for health, dental, vision, short and long-term disability insurance, and life insurance. 2. Modification of the Town Manager's annual base salary to \$207,398.18, consistent with the adopted compensation study, subject to cost-of-living adjustments provided to Town employees.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Resolution 2025-049](#)

[First Amendment \(David Lynch - Town Manager\)](#)

[TPP Pay Plan \(Final\)](#)

	Status:
Jacob Horowitz, Town Attorney	Approved - Sep 15 2025
David Lynch, Town Manager	Pending
Cynthia Garcia-Lima, Town Clerk	None

RESOLUTION NO. 2025-049

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE TOWN AND THE TOWN MANAGER, ATTACHED HERETO AS EXHIBIT “A;” PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on or about October 16, 2024, the Town Commission approved an Employment Agreement with David Lynch, as the Town Manager (“Original Agreement”); and

WHEREAS, the Parties have negotiated an amendment to the Original Agreement to address certain health insurance benefit coverage; and

WHEREAS, on September 10, 2025, the Town Commission approved a pay study which included certain adjustments to the Town Manager’s compensation, and the Parties intend to further memorialize such adjustment in the First Amendment to the Original Agreement, attached hereto as Exhibit “A;” and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that approving the First Amendment to the Town Manager’s employment agreement is in the best interests of the citizens and residents of the Town.

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

Section 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.

Section 2. That the Town Commission hereby approves and authorizes the execution of the First Amendment to the Employment Agreement between the Town and the Town Manager, attached hereto as Exhibit “A” and incorporated herein.

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 24th day of September, 2025.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT (hereinafter referred to as “Agreement”), is entered into on this _____ day of _____, 2025, by and between the Town of Pembroke Park, Florida, a subdivision of the State of Florida (hereinafter referred to as the “Town”), and David Lynch (hereinafter referred to by name or as “Town Manager”).

WITNESSETH:

WHEREAS, on or about October 16, 2024, the Town and the Town Manager entered into an Employment Agreement, whereby the Town engaged David Lynch to serve as the town manager, subject to the terms and conditions set forth therein (the “Original Agreement”); and

WHEREAS, the Original Agreement provided for the Town Manager’s waiver of participation in the Town’s health insurance benefit program in exchange for the payment of a one-time relocation stipend of up to \$8,000; and

WHEREAS, such a waiver resulted in an approximately \$7,000 savings to the Town; and

WHEREAS, the Town and the Town Manager now seek to amend the Original Agreement to provide for the Town Manager’s participation in the Town’s health insurance benefit program; and

WHEREAS, in addition, on September 10, 2025, the Town Commission adopted a compensation study which provided for an amendment to the Town Manager’s contract to align the Town Manager’s compensation and the Police Chief’s compensation, and providing that any adjustment in pay beyond the Pay Grade 24 mid-range required further approval by the Town Commission, a copy of the pay study is attached as Exhibit “A;” and

WHEREAS, the Town and the Town Manager seek to formally amend the Original Agreement to reflect the compensation structure set forth in the pay study previously approved by the Town Commission.

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

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

SECTION 2. Section 2(A) of the Original Agreement, entitled “Salary and Evaluation” is hereby repealed and amended to read as follows:

- A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Town Manager an annual base salary of Two Hundred Seven Thousand Three Hundred Ninety-Eight Dollars and 18/100 (\$207,398.18), payable in equal weekly installments at the same time as other Town employees are paid.

In accordance with the pay study adopted by the Town Commission on September 10, 2025, any increase to the Town Manager’s salary beyond the amount set forth in this section shall require further approval by the Town Commission. Notwithstanding the foregoing, the Town Manager’s salary may be further adjusted, from time to time, in accordance with any cost of living adjustment otherwise provided to all other Town employees.

SECTION 3. Section 9(A) of the Original Agreement, entitled “Health, Dental, Life and Disability Insurance,” is hereby repealed and amended to read as follows:

- 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.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement and this First Amendment, the Parties agree the terms and provisions contained in this First Amendment shall control to the extent of any such conflict or

ambiguity. Except as otherwise amended herein, the Original Agreement shall remain in full force and effect.

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

Witnesses:

(witness print name)

By: _____
Geoffrey Jacobs, Mayor

(witness print name)

By: _____
David Lynch, Town Manager

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Town Attorney

PROPOSED PAY PLAN FOR ADOPTION						Notes
POSITION TITLE	DEPARTMENT	65th Annual Min	65th Annual Mid	65th Annual Max	SPREAD	
Pay Grade 1		\$35,000.00	\$43,750.00	\$52,500.00	50%	1. Plan includes CPI indexed COLA for Commissioners effective October 1 of each year. *Pay study pay roll impact after COLA: \$207,459.63 2. 90% of employees are already presently within the ranges of the pay study leaving only 8 employees below the minimum of the range. 3. Town Manager is limited to paying employees within pay plan ranges only. 4. Contracted employees' contracts are hereby adjusted to plan ranges with manager authority to adjust within range. 5. Police Chief and Town Manager contracts are hereby adjusted to be equal in pay with any adjustment in pay beyond Pay Grade 24 mid-range to be approved by the Commission.
Administrative Associate - Building	Building & Code					
Pay Grade 2		\$37,450.00	\$46,812.50	\$56,175.00	50%	
Pay Grade 3		\$40,071.50	\$50,089.38	\$60,107.25	50%	
Pay Grade 4		\$42,876.51	\$53,595.63	\$64,314.76	50%	
Building Clerk Permit Technician	Building & Code					
Maintenance Worker - P&R	Public Services					
Maintenance Worker - Roads & Streets	Public Services					
Maintenance Worker - SW-WW	Public Services					
Pay Grade 5		\$45,877.86	\$57,347.33	\$68,816.79	50%	
Community Service Aide	Police					
Network Support IT	IT					
Pay Grade 6		\$49,089.31	\$61,361.64	\$73,633.97	50%	
Code Compliance Clerk	Building & Code					
Records & Evidence Custodian	Police					
Pay Grade 7		\$52,525.56	\$65,656.95	\$78,788.34	50%	
Administrative Assistant to the Town Clerk	Clerks Office					
Accounts Payable Clerk	Finance & Budget					
Accounts Receivable - Payroll Clerk	Finance & Budget					
Business Tax Receipts Clerk	Building & Code					
Horticulture & Recreation Specialist	Public Services					
Legislative Assistant	Town Manager - Commission					
Parks & Recreation Crew Leader	Public Services					
Roads & Streets Crew Leader	Public Services					
Pay Grade 8		\$56,202.35	\$70,252.94	\$84,303.53	50%	
Applicant Advocate	Town Manager Office					
Pay Grade 9		\$60,136.52	\$75,170.65	\$90,204.77	50%	
Pay Grade 10		\$64,346.07	\$80,432.59	\$96,519.11	50%	
Pay Grade 11		\$68,850.30	\$86,062.87	\$103,275.45	50%	
Procurement Administrator	Finance & Budget					
Senior Account Manager	Finance & Budget					

POSITION TITLE	DEPARTMENT	65th Annual Min	65th Annual Mid	65th Annual Max	SPREAD
Pay Grade 12		\$73,669.82	\$92,087.27	\$110,504.73	50%
Administrative Assistant - Chief of Police	Police				
Administrative Operations Manager - PW	Public Works				
Executive Assistant to Town Manager	Town Manager Office				
Town Planner	Building & Code				
Superintendent	Public Services				
Pay Grade 13		\$78,826.71	\$98,533.38	\$118,240.06	50%
Asst/Deputy Town Clerk	Town Clerk				
Building Manager	Building & Code				
Pay Grade 14		\$84,344.58	\$105,430.72	\$126,516.86	50%
Business Relations Manager	Town Manager Office				
Project Manager	Public Services				
Pay Grade 15		\$90,248.70	\$112,810.87	\$135,373.04	50%
Pay Grade 16		\$96,566.10	\$120,707.63	\$144,849.16	50%
Pay Grade 17		\$103,325.73	\$129,157.16	\$154,988.60	50%
Asst. Finance Director	Finance & Budget				
Pay Grade 18					
Assistant Public Services Director	Public Services				
Chief Building Official	Building & Code				
Pay Grade 19		\$118,297.63	\$147,872.04	\$177,446.44	50%
Pay Grade 20		\$126,578.46	\$158,223.08	\$189,867.70	50%
Police Captain	Police				
Pay Grade 21					
Deputy Police Chief	Police				
Finance & Budget Director	Finance & Budget				
Human Resources Director	HR				
IT Director	IT				
Public Services Director	Public Services				
Town Clerk	Town Clerk				
Pay Grade 22		\$144,919.68	\$181,149.60	\$217,379.52	50%
Pay Grade 23		\$155,064.06	\$193,830.08	\$232,596.09	50%
Pay Grade 24		\$165,918.55	\$207,398.18	\$248,877.82	50%
Police Chief	Police				



Agenda Item Report

Subject:	Ratification of the Town Manager's Termination of Agreement with Public Communicators Group - Town Manager Lynch RESOLUTION NO.: 2025-050 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING THE TOWN MANAGER'S TERMINATION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND THE PUBLIC COMMUNICATORS GROUP PURSUANT TO SECTION 1.3 OF THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Special Commission Meeting - September 24, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The Town of Pembroke Park previously entered into an agreement with the Public Communicators Group to provide public relations to the town. Pursuant to Section 1.3 of the agreement, the Town Manager exercised the right to terminate the contract. This action was taken in accordance with the terms of the agreement and in the best interests of the Town. Town Commission ratification of this termination is requested to formally confirm and memorialize the Town Manager's action.
Staff Recommendations:	
Procurement:	
Financial Implications:	No financial impact.
Alternatives:	

ATTACHMENTS:

[Resolution 2025-050](#)

[03-13-2025 Agreement for Professional Services](#)

	Status:
Jacob Horowitz, Town Attorney	Approved - Sep 15 2025
David Lynch, Town Manager	Pending
Cynthia Garcia-Lima, Town Clerk	None

RESOLUTION NO. 2025-050

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING THE TOWN MANAGER'S TERMINATION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND THE PUBLIC COMMUNICATORS GROUP PURSUANT TO SECTION 1.3 OF THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park entered into an agreement with the Public Communicators Group ("PCG"); and

WHEREAS, on August 6, 2025, the Town Manager, pursuant to authority granted under said agreement, exercised the right to terminate the agreement pursuant to Section 1.3 thereof; and

WHEREAS, in accordance with the termination notice, PCG's last date of service will be October 5, 2025; and

WHEREAS, the Town Commission of the Town of Pembroke Park desires to ratify the Town Manager's termination of said agreement.

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

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

Section 2. The Town Commission hereby ratifies the Town Manager's termination of the agreement between the Town of Pembroke Park and the Public Communicators Group, pursuant to Section 1.3 of the agreement.

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

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

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

PASSED AND ADOPTED this 24TH day of September, 2025.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE TOWN OF PEMBROKE PARK
AND PUBLIC COMMUNICATORS GROUP**

THIS AGREEMENT is made and entered into as of the 13th day of March, 2025, by and between the TOWN OF PEMBROKE PARK, a political subdivision of the State of Florida, having an address at 3150 SW 52nd Ave, Pembroke Park, Florida 33023, hereinafter referred to as the "TOWN", and PUBLIC COMMUNICATORS GROUP LLC, a Florida limited liability company, having an address at 3330 NE 190th St, Suite 415, Aventura, Fl 33180, hereinafter referred to as the "CONSULTANT."

RECITALS

WHEREAS, the TOWN desires to engage the CONSULTANT to provide comprehensive marketing services to include marketing, advertising communications and creative services relating to various TOWN programs, events and initiatives and all other related services, as more particularly described in the Statement of Work attached hereto as Exhibit "A," and

WHEREAS, the TOWN having investigated the qualifications of the CONSULTANT to perform the services herein contemplated and found those qualifications satisfactory; and

WHEREAS, the CONSULTANT having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the TOWN in support of those expressed desires; and

WHEREAS, the CONSULTANT agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

SECTION 1. TERM.

- 1.1 The term of this Agreement shall begin on March 13, 2025, and shall be in effect for an initial term of three (3) years, followed by two (2) one-year options to renew which are subject to the mutual written consent of both parties.
- 1.2 This Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties, regarding the subject matter hereof; including the agreement between the Parties, dated August 17, 2023, which is hereby terminated.
- 1.3 The TOWN has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon sixty (60) days written notice to the CONSULTANT. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, sketches, studies, plans, drawings, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the TOWN within ten (10) days.

SECTION 2. PROFESSIONAL SERVICES.

- 2.1 Basic Services. CONSULTANT shall perform the services as set forth in **Exhibit "A."**

2.2 Key Personnel. Evan Ross is considered a skilled, seasoned and experienced professional who maintains advanced skills within the communications industry and public service. Mr. Ross shall be the primary contact person representing the CONSULTANT.

2.3 The CONSULTANT shall obtain the consent of the TOWN Manager or designee prior to disseminating any TOWN related written or verbal communication and prior to speaking on the record to any media outlets or newspapers.

2.4 Confidential Information. The CONSULTANT agrees that any information received by the CONSULTANT for the TOWN and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organization without the express consent of the TOWN Manager or designee.

2.5 The CONSULTANT shall not be prohibited from representing or providing like services to other persons and entities besides the TOWN, so long as CONSULTANT shall avoid any representation or relation which would create a conflict of interest, as determined by the Town Attorney or Town Manager. Further the CONSULTANT shall not take on any other client or matter that would jeopardize the CONSULTANT'S ability to devote the time, resources and effort necessary to fulfill its obligations to the TOWN hereunder.

SECTION 3. COMPENSATION.

3.1 Payment shall be at a monthly rate of \$12,500.00. All invoices submitted shall clearly reference "Communications Services."

SECTION 4. NOTICE.

4.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the TOWN designate the following as the respective places for giving such notice:

TOWN:

David Lynch
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023
Email: DLYnch@TPPFL.gov

Jacob G. Horowitz, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33305
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

CONSULTANT:
Public Communicators Group
3330 NE 190th St, Suite 415
Aventura, FL 33180
Telephone No. (305) 331-6300
Email: Evan@PublicCommunicators.com

SECTION 5. MODIFICATION.

5.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 6. INDEPENDENT CONTRACTOR.

6.1 The CONSULTANT is an Independent Contractor under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the TOWN Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that TOWN will not provide workers' compensation insurance for the CONSULTANT or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the TOWN. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the TOWN. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the TOWN shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate TOWN.

SECTION 7. INDEMNIFICATION.

For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONSULTANT agrees to indemnify, defend and hold harmless, the TOWN, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of CONSULTANT, agents or other personnel entity acting under CONSULTANT's control in connection with CONSULTANT's performance of services under this Agreement and to that extent CONSULTANT shall pay such claims and losses and shall pay all such costs

and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the TOWN in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONSULTANT shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONSULTANT or any agent or employee of CONSULTANT regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SECTION 8. GOVERNING LAW.

8.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION 9. RECORDS.

9.1 CONSULTANT agrees that all records, books, documents, papers and financial information ("Records") that result from providing services to the TOWN under this agreement shall be the property of the TOWN. CONSULTANT and the TOWN agree that all videos produced in final form shall be perpetually licensed to the TOWN for its use, but CONSULTANT shall retain ownership of all footage. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the TOWN within ten (10) days. The CONSULTANT shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The TOWN Manager or his/her designee shall have access to and the right to examine and audit any Records involving the CONSULTANT's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the CONSULTANT, his heirs, successors and assigns.

SECTION 10. ASSIGNMENT AND SUBCONTRACTING.

10.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated or subcontracted by the CONSULTANT without the express prior written consent of the TOWN. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the TOWN may immediately terminate the Agreement. The TOWN may assign its rights, together with its obligations hereunder.

SECTION 11. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.

11.1 Pursuant to Section 119.0701 of the Florida Statutes, the CONSULTANT agrees to:

- A. Keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this Agreement. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
- B. Upon request from the town's custodian of public records, CONSULTANT shall provide the TOWN with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN. Notwithstanding, it is understood that at all times CONSULTANT's workpapers shall remain the sole property of CONSULTANT and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to the TOWN Manager, at no cost to the TOWN within ten (10) days. All such records stored electronically by CONSULTANT shall be delivered to the TOWN in a format that is compatible with the town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree, and it is understood, that CONSULTANT will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.
- F. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@TPPFL.GOV, AND MAILING ADDRESS: TOWN CLERK, 3150 SW 52ND AVE, PEMBROKE PARK, FL 33023.

SECTION 12. CONFLICT OF INTEREST.

12.1 The CONSULTANT represents that it has provided a list of all current clients subject to the jurisdiction of the TOWN. Any potential or actual conflict between private interests and responsibilities

under this Agreement shall be immediately disclosed to the TOWN. The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide representation before the TOWN for any person or corporation who applies for a permit or other development approval from the TOWN. Upon request of the CONSULTANT, and full disclosure of the nature and extent of the proposed representation, the TOWN Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

12.2 CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that would conflict in any manner or degree with the performance of its services hereunder.

SECTION 13. SOVEREIGN IMMUNITY.

13.1 The TOWN is a political subdivision of the State of Florida and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the town's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 14. LEFT BLANK INTENTIONALLY

SECTION 15. INSURANCE.

15.1 CONSULTANT shall carry professional liability insurance or other form of insurance acceptable to the TOWN, which shall provide coverage of not less than One Million Dollars (\$1,000,000.00).

CONSULTANT shall maintain and carry in full force during the Term the insurance required herein. Upon town's request, the CONSULTANT shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the CONSULTANT as required by Florida Statute Chapter 440. Should the CONSULTANT be exempt from this Statute, the CONSULTANT and each employee shall hold the TOWN harmless from any injury incurred during performance of the Agreement. The exempt CONSULTANT shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. TOWN of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of Town of Pembroke Park, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023, as the certificate holder, must appear on the certificate of insurance.
The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the CONSULTANT. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

SECTION 16. NON-EXCLUSIVITY.

16.1 This Agreement is non-exclusive. The TOWN retains the right to engage the services of additional third-party consultants or assign responsibilities to an employee of the TOWN to perform the same or similar services provided by CONSULTANT under this Agreement and to assign work to such parties in its sole discretion.

SECTION 17. ANTI-DISCRIMINATION.

17.1 The CONSULTANT certifies that it does not and will not discriminate against any of its employees or applicants for employment based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. The CONSULTANT further agrees that neither the CONSULTANT, nor any parent company, subsidiaries or affiliates of the CONSULTANT are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 18. SCRUTINIZED COMPANIES.

18.1 The CONSULTANT certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

18.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

18.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 19. NO CONTINGENCY FEES.

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

SECTION 20. ANNUAL APPROPRIATION.

20.1 The town's performance and obligation to pay under this Agreement is contingent annual appropriation by the TOWN Commission.

SECTION 21. E-VERIFY

21.1 Pursuant to Section 448.095(2), Florida Statutes, the CONSULTANT must:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the TOWN upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the TOWN terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONSULTANT may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the TOWN as a result of the termination of the Agreement.

SECTION 22. COUNTERPARTS.

22.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

SECTION 23. SEVERABILITY.

23.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

SECTION 24. WAIVER OF JURY TRIAL.

24.1 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to a trial by jury.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day last signed below.

Public Communicators Group LLC

Town of Pembroke Park

By: Evan Ross
(Signature)

Name: EVAN ROSS
(Print)

Title: CEO

Date: 3/13/2025

By: [Signature]
David Lynch, Town Manager
Date: 3/13/25

Attest:

[Signature]
Cynthia Lima-Garcia, Town Clerk



Approved as to form and legal sufficiency:

[Signature]
Jacob Horowitz, Town Attorney

EXHIBIT A



Public Communicators Group
(305) 331-6300
3330 NE 190th St, Suite 415
Aventura, FL 33180

Prepared For
David Lynch
Town of Pembroke Park

Proposal Date
01/13/2025

Proposal Number
173-002

Overview

PCG has served the needs of Pembroke Park since 2023, helping to manage numerous crisis situations, manage relationships with media, and promote positive things happening in the town. We have also provided photography and videography services for multiple city events, creating a visual record of fun times in the Town of Pembroke Park.

This proposal presents an annual scope of work. Payments would be monthly at \$12,500 (\$150,000 per year).

Scope of Work

- Serve as the agency of record for the Town of Pembroke Park
- Crisis management & communications (FEMA reimbursable work is billed separately at \$250 per hour)
- Public & Media Relations
- Police Public & Media Relations
- Speechwriting for city officials
- Interview preparation for city official
- Social Media Management
- Monthly Digital Newsletter Creation & Distribution (cost of email distribution system not included)
- Annual print newsletter design & layout
- Graphic Design for all Town events and holidays (for social media)
- Up to 18 social media (90 seconds or less) videos per year
- Drone videography (with a licensed drone pilot)
- Photography for up to 6 events per year
- Headshots for all city officials (all taken in one day)
- Advertising Placement (15% Agency Fee)

Terms

This contract would be a three year agreement with two one year options which are automatically accepted unless declined at least 60 days before the renewal date.

This contract can be terminated by either party without cause by providing written notice to the other party at least 60 days in advance of the effective termination date.

Pricing

Description	Rate	Qty	Line Total
Public Relations & Communications Services	\$12,500.00	12	\$150,000.00
Subtotal			150,000.00
Tax			0.00
Proposal Total (USD)			\$150,000.00

Terms

Payment is due within 15 days of invoice. Payment can be made by check, wire, or ACH transfer.

David Lynch, Town of Pembroke Park