AGENDA
WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, January 3, 2024
Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PRESENTATIONS
   - 5.1. Lobbyist Proposed 2024 Legislative Program — 4 - 11
     Lobby Proposed 2024 Town of Pembroke Park Legis Program
6. REPORTS OF COMMITTEES AND TOWN STAFF
   - 6.1. Fire Department - Chief Kane — 12 - 17
     FIRE Nov 2023
7. BUILDING DEPARTMENT - INTERIM BUILDING OFFICIAL PIZZILLO
   - 7.1. Monthly Report — 18 - 19
     Building Pembroke Park November December Status Report
8. POLICE DEPARTMENT - CHIEF DABNEY-DONOVAN
   - 8.1. November Stats — 20 - 21
     Agenda Item Report - AIR-23-190 - Pdf
   - 8.2. NFBPA Form 2024 Request for Chief Ra Shana A. Dabney — 22 - 24

     Staff is requesting permission to attend the above conference.
     Agenda Item Report - AIR-23-189 - Pdf
   - 8.3. Accreditation Services Proposal — 25 - 47
     Accreditation Initiative Proposal
     Accreditation and Training Services Sole Source Letter- Use
     Accreditation Professional SW (1)
     Accreditation Professional Services Agreement- AM
   - 8.4. CERA Software, Inc. — 48 - 62
     Police CERA
9. PUBLIC SERVICES DEPARTMENT - ACTING TOWN MANAGER/PUBLIC SERVICES DIRECTOR GHANY

9.1. 42nd Annual Installation Dinner 63 - 66

PS 2024 42nd Annual Installation Dinner Email Invitation
PS 2024 Installation Dinner Support Opportunities 12-15-23

9.2. Finance Consultant's Contract - Extend the contract until the end of the fiscal year September 30, 2024 67 - 81

Signed_Notarized

9.3. Purchase of (2) new Ford F-150 pick up trucks. 82 - 90

Staff is recommending the approval for the purchase of two new pick up trucks for the Public Services Department.

Agenda Item Report - AIR-23-191 - Pdf

10. NEW BUSINESS

10.1. Emergency Meeting items - Vice Mayor Morrissette 91

At the emergency meeting the Mayor discussed bringing forth a Resolution to “Banning any Livestock and Poultry in the Community Farm/Garden. There was additional discussion on “Stopping the waste of resources in the Community Farm/Garden. The Town should have access to Town property aka the Community Farm/Garden and honor the lease agreement with “Hands on Broward” approved in 2014.

Agenda Item Report - AIR-23-180 - Pdf

10.2. **ORDINANCE NO. 2024-001** - Mayor Mohammed 92 - 100

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 17 OF THE TOWN’ S CODE OF ORDINANCES, ENTITLED “NOISE;” PROVIDING DEFINITIONS FOR NOISE, NOISE DISTURBANCE, AND PLAINLY AUDIBLE; PROVIDING FOR VIOLATIONS WHEN NOISE IS PLAINLY AUDIBLE AT CERTAIN DISTANCES IN VARIOUS ZONING DISTRICTS;** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

2024-001 Noise Ordinance

11. DISCUSSION

11.1. Purchase of office furniture - Acting Clerk Commissioner Kashem 101 - 109

Direct staff to purchase and set up the offices.

Agenda Item Report - AIR-23-192 - Pdf

12. TOWN CLERK COMMENTS

12.1. 2024 calendar of meetings and holidays 110 - 111

2024 Regular and Workshop Meeting List
2024 Holiday List

13. ATTORNEY COMMENTS

14. TOWN MANAGER COMMENTS

15. COMMISSIONER COMMENTS

15.1. Commissioner Jacobs
Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins
Vice Mayor Morrissette
Mayor Mohammed

16. ANNOUNCEMENTS

16.1. Regular Commission Meeting, Wednesday, January 10th at 7:00 PM
Town Closed on Monday, January 15th - Martin Luther King Jr. Day
Special Magistrate Hearing, Wednesday, January 17th at 9:00 AM
Workshop Commission Meeting, Wednesday, January 24th at 6:00 PM

17. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk

CAPITAL HILLS CONSULTANTS

Governmental & Political Consulting

E-mail: sigersonatlaw@aol.com | 2436 N Federal Hwy, #483 Lighthouse Point, FL 33064 | Phone: (954) 540-7252

MEMORANDUM

DATE: December 23, 2023

TO: Mayor, Commissioners and Senior Staff

FROM: David K. Sigerson, Jr., Esq. Attorney and Consultant For the Firm

SUBJECT: Proposed 2024 Legislative Program

2023-2024 Proposed Legislative Program - Issues and Projects List
Prepared for Pembroke Park
City Commission Workshop
January 3, 2024

General Policy Guidelines:

Support for legislation that generally benefits the Town of Pembroke Park (the Town), protects and expands the Town's ability raise revenue to provide for the needs of its residents and specifically legislation that protects the Town from unwanted attempts to reduce its boundaries or that would preserve, protect and promote the mobile home lifestyle or facilitates the Town's ability to achieve that objective.

Oppose legislation that tends to limit, restrict or diminish the Town's ability to raise and spend revenue to provide for the needs of its residents, infringes upon home rule authority or annexation legislation that would either specifically harm the Town of Pembroke Park or that could be used generally to undermine or diminish the Town's ability to maintain its size and character.

Section I - Listed below are proposed policy issue statements that should serve as more specific guidelines for supporting or opposing legislation consistent with the general policy statements

above, and, as a matter of course, all mobile home bills will be reviewed in light of the long-standing mobile home policies of the Town – see Mobile Homes below.

Legislative support will continue to be sought for state annexation policies or legislation as historically supported by the Town that protects the Town's borders and preserves its character and sovereignty. See Annexation below.

Also, listed below are various issue positions of the Florida League of Cities that relate to issues that have come up each year for the last several years and are issues chosen because they touch issues that have historically been of interest to the Town.

Section II of the proposed legislative program is the Legislative Budget Request project that has been submitted to the House and Senate Appropriations Committees (which the Commission approved at its commission meeting on – Date -.

Section III of the proposed legislative program is a list of specific pre-filed bills that have a significant impact on either municipalities in general or the Town of Pembroke Park specifically and that fall within the one of the general or specific policy statements contained in the proposed legislative program.

I. Substantive Legislative Policy Statements

Local Government Taxing Authority:

General Taxing Authority

The Town of Pembroke Park supports legislation that protects or enhances the ability of the Town of Pembroke Park to raise revenue to meet the needs of its residents.

The Town opposes legislation that limits or restricts local government authority to raise and spend funds necessary to protect the health, safety and welfare of its citizens and to provide the services that its residents expect.

Property Tax

Property Tax Protection - The Town of Pembroke Park SUPPORTS legislation that maintains an equitable property tax system while preserving a municipality's ability to fund public infrastructure, police, fire, emergency services and other essential services. Any further erosions or exemptions on the current property tax structure will unfairly shift the tax burden to the business community, renters and others.

Transportation, Housing & Economic Development

Annexation

The Town of Pembroke Park supports legislation that facilitates the municipal annexation of unincorporated areas while protecting private property rights and respecting municipal boundaries.

Support legislation that would require both municipalities to agree to any de-annexation/annexation proposal as between two neighboring municipalities.

Transportation Infrastructure:
The Town of Pembroke Park SUPPORTS legislation to make equitable essential investments to ensure that transportation infrastructure can effectively serve the needs of present and future residents and visitors. This includes identifying new revenue sources for statewide, regional and local transportation requirements while promoting and leveraging existing funding channels. The Town SUPPORTs the introduction of a fee for alternative fuel vehicles to ensure they fairly contribute to transportation infrastructure costs. We also SUPPORT the inflation indexing of the Municipal Motor Vehicle Fuel Tax. A well preserved transportation network not only inspires businesses to invest in our cities but also fuels job creation and economic development.

Property Assessed Clean Energy (PACE):
The Town of Pembroke Park SUPPORTS legislation to clarify the term "local government" under the Property Assessed Clean Energy (PACE) program means a county, a municipality, a dependent special district or an intergovernmental entity that has jurisdiction only within the boundaries of the participating members of an interlocal agreement.

Mobility Plans:
The Florida League of Cities SUPPORTS legislation that defines and clarifies mobility plans in order to provide a clear and concise regulatory framework for Florida cities to acquire, construct and implement alternative modes of transportation.

Accessible Housing
The Town of Pembroke Park supports legislation that would amend SB 102 to reduce the negative impact of the property tax exemption for affordable housing projects constructed pursuant to section -Blank-

Mobile Homes
The Town of Pembroke Park supports legislation that preserves, protects and promotes the mobile home lifestyle and specifically oppose legislation that would impose relocation costs on, or reduce or eliminate any home rule authority of, local government.

Each Legislative Session, legislation affecting mobile homes, mobile home parks or homeowners' association regulation is reviewed for consistency with the above stated long-standing policy of the Town of Pembroke Park.

Municipal Administration/Home Rule Powers/Preemption of Local Regulation/Unfunded Mandates:

Home Rule in General

The Town of Pembroke Park supports legislation that promotes or protects local government control over traditional areas of local government regulation, such as those involving the health, safety and welfare of its residents.

Opposes legislation that would limit or eliminate local control and home rule powers or that would impose an unfunded mandate upon local government.

Sovereign Immunity
The Town of Pembroke Park supports protecting Florida taxpayers by limiting the waiver of sovereign immunity on monetary damages recoverable in tort claims against government entities.

Enterprise Fund Transfers:
The Town of Pembroke Park supports the preservation of municipal authority to manage municipal revenue sources and realize a reasonable rate of return on their proprietary assets, investments and services

Public Safety Recruitment and Retention:

The Town of Pembroke Park supports legislation and state funding to enhance the recruitment and retention efforts to attract talent in public safety positions. The Town further supports legislation that eases certification barriers for sworn law enforcement officers and firefighters relocating to the state of Florida.

School Resource Officers Funding:
The Town of Pembroke Park supports legislation creating a dedicated and recurring state revenue stream to offset any impacts for those cities providing SROs to schools.

Short-Term Rentals:
The Town of Pembroke Park supports legislation that restores authority to local governments for the regulation of short-term rental properties as necessary for quality of life, public safety and the creation of fair lodging standards. The Town supports legislation clarifying existing grandfathered municipal short-term rental ordinances can be amended without penalty. The Town opposes legislation that preempts municipal authority as it relates to the regulation of short-term rental properties.

Utilities, Natural Resources & Public Works

Legislative Ratification of Statewide Stormwater Rule:
Department of Environmental Protection's proposed Environmental Resource Permitting Rules for Stormwater Design and Operation Regulations, Ch. 62-330, F.A.C.

II. Appropriations:

2023-2024 Legislative Session Legislative Budget Request Project

Town of Pembroke Park Hardening-Mitigation for Town Hall-Police Facility

This project seeks funds to be used for contractual services to harden Town Hall-Police Facility where all essential services for the community and surrounding areas are conducted. The two existing elevators are antiquated, not reliable and need to be refurbished to code and 154 openings need upgraded to storm-rated windows for EOC re-certification. The Police and the Town, with Town Hall serving as the EOC, must provide continual/uninterrupted essential services and operate to protect life, health and provide safety to the citizenry in a safe/secure environment.

Total Project Cost: $732,000.

Legislative Appropriations Request Amount: $562,000; Town match $170,000

This project was approved by the Commission at a meeting last Fall.

Status: House and Senate appropriation request forms have been filed.

III. Selected Significant Pre-filed Bills

SB 104: Municipal Water and Sewer Utility Rates

GENERAL BILL by Jones

Municipal Water and Sewer Utility Rates; Requiring a municipality to charge customers receiving its utility services in another municipality the same rates, fees, and charges as it charges consumers within its municipal boundaries under certain circumstances, etc.

Comment: The bill eliminates the 25% extra-territorial utilities surcharge currently permitted by law.

Effective Date: 7/1/2024
Last Action: 10/17/2023 Senate - Referred to Regulated Industries; Community Affairs; Rules
Bill Text: Web Page | PDF

Senate Committee References:

1. Regulated Industries (RI)
2. Community Affairs (CA)
3. Rules (RC)

House Companion: HB 47 by Rep Robinson, Similar
Also See HB 777 by Rep. Brackett, Compare

Recommended Town of Pembroke Park position: Support

HB 157: Governing Body Meetings

GENERAL BILL by Caruso

Governing Body Meetings; Authorizes governing bodies of municipalities to convene meetings & conduct official business via teleconferencing or other technological means if certain conditions are met – requiring notice, public access and participation; provides limitations on such meetings – only two per calendar year and excluding quasi-judicial and meetings to adopt an ordinance; provides limitations placed on such meetings may be suspended upon state of emergency.

Effective Date: 7/1/2024
Last Action: 11/2/2023 House - Now in Local Administration, Federal Affairs & Special Districts Subcommittee

Senate Companion: None filed yet.

Recommended Town of Pembroke Park position: Support

HB 267: Residential Building Permits

GENERAL BILL by Esposito

Residential Building Permits; Requires governing bodies to create program to expedite process for issuing residential building permits; provides requirements for governing bodies & applicants; authorizes applicants to use private provider for certain reviews; authorizes governing body to issue temporary parcel identification numbers; revises provisions relating to acquiring building permits for residential dwellings; revises timeframes for approving or denying building permits; reduces permit fees; provides certain permits are valid indefinitely.

Effective Date: 7/1/2024
Last Action: 11/2/2023 House - Now in Regulatory Reform & Economic Development Subcommittee

Senate Companion: SB 684 by Sen. DiCeglie, Similar

Also see: HB 665 by Rep. McClain, Compare

Recommended Town of Pembroke Park position: Oppose

SB 472: Sovereign Immunity

GENERAL BILL by Brodeur

Sovereign Immunity; Increasing the statutory limits on liability (waiver of sovereign immunity) for tort claims against the state and its agencies and subdivisions (from $200k/$300k to $400k/$600k) prohibiting an insurance policy from conditioning payment of benefits on the enactment of a claim bill; specifying that the limitations in effect on th date a final judgment is entered apply to that claim; indexing limitation of liability amounts to the Consumer Price Index beginning July 1, 2025, etc.

Effective Date: 7/1/2024
Last Action: 11/28/2023 Senate - Referred to Governmental Oversight and Accountability; Appropriations; Rules

Senate Committee References:

1. Governmental Oversight and Accountability (GO)
2. Appropriations (AP)
3. Rules (RC)

House Companion: HB 569 by Rep. McFarland, Similar: main difference is that a governmental entity may agree to settle the law suit for an amount above the statutory waiver amounts ($400/$600) without further action of the Legislature.

Recommended Town of Pembroke Park position: oppose the amount of the increase, but follow FLC lead in negotiating for a reduction in the increased amount.

HB 579: Use of Private Providers for Plans Review and Inspection

GENERAL BILL by Griffitts

Use of Private Providers for Plans Review and Inspection; Requires private provider firms to qualify as business organizations; authorizes owner or contractor to file complaint with Department of Commerce against local jurisdiction if certain fees are not reduced; requires local jurisdiction to immediately refund fees; authorizes DOC to assess certain fines; prohibits local persons & entities from conducting its own plans review or inspections if private provider is retained; requires local building official to issue permit or provide specified written notice within certain time period.

Comment: Allows owner or owner's contractor to choose to use a private plan reviewer and prohibits local government from conducting its own plan review or inspections and requires Building Official is issue permit or issue written notice of why the permit application fails with specificity within the statutory time frame or the permit is deemed approved.

Effective Date: 7/1/2024
Last Action: 11/30/2023 House - Now in Regulatory Reform & Economic Development Subcommittee

Senate Companion: No SB file yet

Recommended Town of Pembroke Park position: Oppose

HB 601: Complaints Against Law Enforcement and Correctional Officers

GENERAL BILL by Duggan ; (CO-INTRODUCERS) Black

Complaints Against Law Enforcement and Correctional Officers; Preempts regulation of complaints against law enforcement officers & correctional officers to state.

Effective Date: 7/1/2024
Last Action: 11/30/2023 House - Now in Criminal Justice Subcommittee

Senate Companion: No SB filed yet

Recommended Town of Pembroke Park position: Oppose

HB 609: Local Business Taxes

GENERAL BILL by Botana

Local Business Taxes; Repeals chapter 205, F.S., relating to local business taxes.

Effective Date: 7/1/2024
Last Action: 11/30/2023 House - Now in Ways & Means Committee

Senate Companion: No SB filed yet

Recommended Town of Pembroke Park position: Oppose

HB 791: Development Permits and Orders

GENERAL BILL by Overdorf ; Esposito

Development Permits and Orders; Requires counties & municipalities to meet specified requirements regarding minimum information necessary for certain zoning applications; revises timeframes for processing applications for approvals of development permits or development orders; provides refund parameters in situations where county or municipality fails to meet certain timeframes; defines term "substantive change."

Effective Date: 10/1/2024
Last Action: 12/7/2023 House - Filed

Senate Companion: No SB filed yet.

	A	B	C	D	E
1	**INCIDENT NUMBER**	**INCIDENT TYPE DESCRIPTION**	**BEAT NAME**	**INCIDENT TYPE CODE**	**PRIMARY OFFICER ID 1**
2	FPK23112000001981	COMMERCIAL STRUCTURE FIRE	27A	S25CF	R27
3	FPK23110300001876	ELECTRICAL UTILITY FIRE	27B	S25EH	E27
4	FPK23110400001886	ELECTRICAL UTILITY FIRE	27B	S25EH	E27
5	FPK23111600001962	ELECTRICAL UTILITY FIRE	27B	S25EH	E60
6	FPK23111600001965	ELECTRICAL UTILITY FIRE	27B	S25EH	E27
7	FPK23111600001968	ELECTRICAL UTILITY FIRE	27B	S25EH	E27
8	FPK23110900001917	RESIDENTIAL FIRE	27B	S25RS	R27
9	FPK23110800001908	TRAIN AND RAIL COLLISION/DERAILMENT	27B	S25TRD	R27
10	FPK23110300001873	VEHICLE FIRE	27Y2	S25VF	E27
11	FPK23111000001920	VEHICLE FIRE	27Y1	S25VF	R27
12	FPK23112200001991	VEHICLE FIRE	27A	S25VF	E27
13	FPK23110800001907	ASSAULT	27A	S31IJ	R27
14	FPK23111000001923	ASSAULT	27A	S31IJ	R27
15	FPK23112600002010	FIGHT	27B	S36IJ	R27
16	FPK23110900001913	DOMESTIC DISTURBANCE	27B	S38IJ	R27
17	FPK23110400001883	HIT AND RUN WITH INJURIES	27B	S3I	R27
18	FPK23111400001948	TRAFFIC ACCIDENT STANDBY	27B	S4	E7
19	FPK23110300001881	FIRE ALARM - COMMERCIAL STRUCTURE	27B	S49CF	E27
20	FPK23110500001892	FIRE ALARM - COMMERCIAL STRUCTURE	27B	S49CF	E27
21	FPK23110600001894	FIRE ALARM - COMMERCIAL STRUCTURE	27B	S49CF	
22	FPK23110700001899	FIRE ALARM - COMMERCIAL STRUCTURE	27B	S49CF	
23	FPK23112700002014	FIRE ALARM - COMMERCIAL STRUCTURE	27A	S49CF	E27
24	FPK23112800002023	FIRE ALARM - COMMERCIAL STRUCTURE	27A	S49CF	E27
25	FPK23112800002025	FIRE ALARM - COMMERCIAL STRUCTURE	27A	S49CF	E27
26	FPK23113000002037	FIRE ALARM - COMMERCIAL STRUCTURE	27A	S49CF	E27
27	FPK23110200001869	FIRE ALARM	27B	S49F	E27
28	FPK23113000002038	FIRE ALARM	27A	S49F	
29	FPK23110100001866	FIRE ALARM - HIGH RISE	27A	S49HF	E27
30	FPK23112500002006	FIRE ALARM - HIGH LIFE HAZARD	27A	S49HH	E27
31	FPK23113000002039	FIRE ALARM - HIGH LIFE HAZARD	27A	S49HH	E27

	A	B	C	D	E
32	FPK23110100001865	MEDICAL ALARM	27A	S49M	R27
33	FPK23113000002041	FIRE ALARM - MULTI-FAMILY	27A	S49MF	E27
34	FPK23112300001998	FIRE ALARM - RESIDENTIAL	27B	S49RS	E27
35	FPK23110300001878	ACCIDENT ROLLOVER OR EXTRICATION	27Y2	S4E	R27
36	FPK23110300001875	ACCIDENT HIGHWAY	27Y2	S4H	R27
37	FPK23110300001880	ACCIDENT HIGHWAY	27Y2	S4H	
38	FPK23110700001898	ACCIDENT HIGHWAY	27Y1	S4H	R27
39	FPK23110700001897	ACCIDENT HIGHWAY	27Y2	S4H	R27
40	FPK23110700001900	ACCIDENT HIGHWAY	27Y1	S4H	R27
41	FPK23111000001921	ACCIDENT HIGHWAY	27Y1	S4H	R27
42	FPK23110700001901	ACCIDENT HIGHWAY	27Y1	S4H	R227
43	FPK23111200001930	ACCIDENT HIGHWAY	27Y1	S4H	R27
44	FPK23111300001941	ACCIDENT HIGHWAY	27Y1	S4H	R7
45	FPK23111300001945	ACCIDENT HIGHWAY	27Y1	S4H	R27
46	FPK23111300001946	ACCIDENT HIGHWAY	27Y1	S4H	
47	FPK23111100001929	ACCIDENT HIGHWAY	27Y2	S4H	R27
48	FPK23111400001950	ACCIDENT HIGHWAY	27Y2	S4H	R27
49	FPK23111400001952	ACCIDENT HIGHWAY	27Y2	S4H	R7
50	FPK23110900001916	ACCIDENT HIGHWAY	27Y1	S4H	R27
51	FPK23111400001953	ACCIDENT HIGHWAY	27Y2	S4H	R27
52	FPK23111400001954	ACCIDENT HIGHWAY	27Y2	S4H	R27
53	FPK23111500001956	ACCIDENT HIGHWAY	27Y2	S4H	R27
54	FPK23111500001958	ACCIDENT HIGHWAY	27Y1	S4H	R27
55	FPK23111700001970	ACCIDENT HIGHWAY	27Y1	S4H	R27
56	FPK23112300001994	ACCIDENT HIGHWAY	27Y2	S4H	R27
57	FPK23111800001973	ACCIDENT HIGHWAY	27Y1	S4H	R27
58	FPK23112300001995	ACCIDENT HIGHWAY	27Y2	S4H	
59	FPK23112700002016	ACCIDENT HIGHWAY	27Y2	S4H	R27
60	FPK23111400001949	ACCIDENT HIGHWAY	27Y2	S4H	R27
61	FPK23112900002034	ACCIDENT HIGHWAY	27Y2	S4H	R27
62	FPK23112800002026	ACCIDENT HIGHWAY	27Y1	S4H	R27
63	FPK23111900001977	ACCIDENT HIGHWAY	27Y2	S4H	R27
64	FPK23112900002035	ACCIDENT HIGHWAY	27Y1	S4H	Q7

	A	B	C	D	E
65	FPK23112900002033	ACCIDENT HIGHWAY	27Y1	S4H	R27
66	FPK23110200001867	ACCIDENT WITH INJURIES	27B	S4I	R27
67	FPK23110400001882	ACCIDENT WITH INJURIES	27B	S4I	R27
68	FPK23110400001885	ACCIDENT WITH INJURIES	27B	S4I	R27
69	FPK23110300001877	ACCIDENT WITH INJURIES	27B	S4I	R27
70	FPK23111000001922	ACCIDENT WITH INJURIES	27B	S4I	R227
71	FPK23111300001938	ACCIDENT WITH INJURIES	27A	S4I	R90
72	FPK23111300001944	ACCIDENT WITH INJURIES	27Y2	S4I	R27
73	FPK23112000001980	ACCIDENT WITH INJURIES	27B	S4I	R27
74	FPK23111300001943	ACCIDENT WITH INJURIES	27B	S4I	R27
75	FPK23112100001984	ACCIDENT WITH INJURIES	27A	S4I	R27
76	FPK23112200001992	ACCIDENT WITH INJURIES	27B	S4I	R27
77	FPK23112700002020	ACCIDENT WITH INJURIES	27B	S4I	R27
78	FPK23112700002018	ACCIDENT WITH INJURIES	27B	S4I	R27
79	FPK23110900001919	ACCIDENT WITH FIRE	27B	S4VF	R27
80	FPK23111300001939	ABDOMINAL PAIN	27B	S67AP	R27
81	FPK23112100001986	ABDOMINAL PAIN	27A	S67AP	R27
82	FPK23110700001904	ALLERGIC REACTION	27A	S67AR	R27
83	FPK23110700001905	CHEST PAINS NON-TRAUMATIC	27B	S67CP	R90
84	FPK23110800001912	CHEST PAINS NON-TRAUMATIC	27B	S67CP	R27
85	FPK23110900001914	CHEST PAINS NON-TRAUMATIC	27B	S67CP	R27
86	FPK23111200001933	CHEST PAINS NON-TRAUMATIC	27A	S67CP	R227
87	FPK23111500001957	CHEST PAINS NON-TRAUMATIC	27A	S67CP	R227
88	FPK23112100001983	CHEST PAINS NON-TRAUMATIC	27A	S67CP	R227
89	FPK23112700002019	CHEST PAINS NON-TRAUMATIC	27A	S67CP	R27
90	FPK23110600001895	CARDIAC/RESPIRATORY ARREST	27B	S67CR	R27
91	FPK23110600001896	CARDIAC/RESPIRATORY ARREST	27A	S67CR	R227
92	FPK23112900002030	CARDIAC/RESPIRATORY ARREST	27A	S67CR	R27
93	FPK23110700001906	FALL NO INJURY	27A	S67F	E27
94	FPK23111400001955	FALL NO INJURY	27A	S67F	E27
95	FPK23112600002008	FALL NO INJURY	27A	S67F	E27
96	FPK23112800002021	FALL NO INJURY	27A	S67F	R27
97	FPK23110300001871	FALL INJURY	27A	S67FI	R27

	A	B	C	D	E
98	FPK23110400001884	FALL INJURY	27A	S67FI	R27
99	FPK23110500001890	FALL INJURY	27A	S67FI	R27
100	FPK23110600001893	FALL INJURY	27B	S67FI	R27
101	FPK23110800001910	FALL INJURY	27A	S67FI	R227
102	FPK23111000001924	FALL INJURY	27A	S67FI	R27
103	FPK23111300001934	FALL INJURY	27A	S67FI	R27
104	FPK23111300001935	FALL INJURY	27A	S67FI	R27
105	FPK23112000001982	FALL INJURY	27B	S67FI	R27
106	FPK23112100001988	FALL INJURY	27A	S67FI	R27
107	FPK23112300001996	FALL INJURY	27A	S67FI	R27
108	FPK23112200001990	FALL INJURY	27A	S67FI	R27
109	FPK23112500002005	FALL INJURY	27A	S67FI	R27
110	FPK23112900002029	FALL INJURY	27A	S67FI	R27
111	FPK23112700002017	FALL INJURY	27A	S67FI	R227
112	FPK23112300002000	HEMORRHAGE OR LACERATION	27A	S67HM	R27
113	FPK23113000002036	HEMORRHAGE OR LACERATION	27A	S67HM	R27
114	FPK23112900002031	HEMORRHAGE OR LACERATION	27B	S67HM	R27
115	FPK23111400001951	HEMORRHAGE OR LACERATION	27A	S67HM	R27
116	FPK23112300001997	HEART PROBLEMS	27A	S67HP	R27
117	FPK23112900002032	HEART PROBLEMS	27B	S67HP	R227
118	FPK23111700001969	INJURY	27B	S67IJ	R227
119	FPK23110400001889	OVERDOSE OR POISONING	27B	S67OD	R27
120	FPK23111300001937	OVERDOSE OR POISONING	27A	S67OD	R27
121	FPK23112800002027	OVERDOSE OR POISONING	27B	S67OD	R27
122	FPK23110900001915	UNCONSCIOUS OR FAINTING	27A	S67PO	R27
123	FPK23110700001903	UNCONSCIOUS OR FAINTING	27B	S67PO	R31
124	FPK23111300001947	UNCONSCIOUS OR FAINTING	27B	S67PO	R27
125	FPK23111100001928	UNCONSCIOUS OR FAINTING	27A	S67PO	R27
126	FPK23112100001985	UNCONSCIOUS OR FAINTING	27B	S67PO	R27
127	FPK23112100001987	UNCONSCIOUS OR FAINTING	27A	S67PO	R227
128	FPK23112500002003	UNCONSCIOUS OR FAINTING	27A	S67PO	R27
129	FPK23112600002011	UNCONSCIOUS OR FAINTING	27B	S67PO	R227
130	FPK23111800001971	UNCONSCIOUS OR FAINTING	27A	S67PO	R227

	A	B	C	D	E
131	FPK23112300001999	UNCONSCIOUS OR FAINTING	27B	S67PO	R27
132	FPK23110300001872	SICK PERSON	27B	S67SP	R27
133	FPK23110200001868	SICK PERSON	27A	S67SP	R27
134	FPK23110400001887	SICK PERSON	27B	S67SP	R27
135	FPK23110700001902	SICK PERSON	27B	S67SP	R7
136	FPK23110900001918	SICK PERSON	27A	S67SP	R60
137	FPK23111100001925	SICK PERSON	27Y1	S67SP	R27
138	FPK23111100001926	SICK PERSON	27A	S67SP	R27
139	FPK23111100001926	SICK PERSON	27A	S67SP	R27
140	FPK23111100001927	SICK PERSON	27A	S67SP	R27
141	FPK23111200001932	SICK PERSON	27A	S67SP	R7
142	FPK23111500001959	SICK PERSON	27A	S67SP	R27
143	FPK23111600001964	SICK PERSON	27A	S67SP	R227
144	FPK23111600001961	SICK PERSON	27B	S67SP	R27
145	FPK23111800001972	SICK PERSON	27B	S67SP	R27
146	FPK23111900001978	SICK PERSON	27A	S67SP	R27
147	FPK23111900001979	SICK PERSON	27B	S67SP	R227
148	FPK23111300001942	SICK PERSON	27B	S67SP	R27
149	FPK23112400002001	SICK PERSON	27A	S67SP	R60
150	FPK23112700002015	SICK PERSON	27A	S67SP	R27
151	FPK23112400002002	SICK PERSON	27A	S67SP	R27
152	FPK23112200001989	SICK PERSON	27A	S67SP	R27
153	FPK23113000002040	SICK PERSON	27B	S67SP	R27
154	FPK23112600002012	SICK PERSON	27A	S67SP	R27
155	FPK23112500002004	SICK PERSON	27B	S67SP	R27
156	FPK23110300001874	SEIZURE	27A	S67SZ	R27
157	FPK23110400001888	SEIZURE	27A	S67SZ	R27
158	FPK23112500002007	SEIZURE	27A	S67SZ	R27
159	FPK23110200001870	TROUBLE BREATHING	27A	S67TB	R227
160	FPK23111300001936	TROUBLE BREATHING	27B	S67TB	R227
161	FPK23110800001911	TROUBLE BREATHING	27A	S67TB	R227
162	FPK23111900001975	TROUBLE BREATHING	27A	S67TB	R227
163	FPK23111900001976	TROUBLE BREATHING	27B	S67TB	R27

	A	B	C	D	E
164	FPK23112200001993	TROUBLE BREATHING	27B	S67TB	R90
165	FPK23112800002022	TROUBLE BREATHING	27A	S67TB	R227
166	FPK23112800002024	TROUBLE BREATHING	27A	S67TB	R27
167	FPK23112900002028	TROUBLE BREATHING	27B	S67TB	R27
168	FPK23111600001963	TROUBLE BREATHING	27A	S67TB	R227
169	FPK23110500001891	UNKNOWN MEDICAL	27A	S67UM	R27
170	FPK23110800001909	UNKNOWN MEDICAL	27B	S67UM	R27
171	FPK23111300001940	UNKNOWN MEDICAL	27B	S67UM	R227
172	FPK23111600001967	UNKNOWN MEDICAL	27B	S67UM	R27
173	FPK23110300001879	FIRE OR MEDICAL SERVICE CALL	27A	S68	E60
174	FPK23111600001960	FIRE OR MEDICAL SERVICE CALL	27A	S68	E27
175	FPK23111600001966	FIRE OR MEDICAL SERVICE CALL	27B	S68	E27
176	FPK23111800001974	FIRE OR MEDICAL SERVICE CALL	27B	S68	E27
177	FPK23111200001931	FIRE OR MEDICAL SERVICE CALL	27B	S68	E27
178	FPK23112600002013	FIRE OR MEDICAL SERVICE CALL	27B	S68	E27
179	FPK23112600002009	DEAD PERSON	27B	S7	R27
180					
181	**S25 FIRE**	**12**			
182	**S4 ACCIDENT**	**46**			
183	**S67 MEDICAL**	**113**			
184	**S68 SERVICE CALL**	**7**			
185					
186	**TOTAL**	**178**			
187					

TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023

Monthly Status Report
November/December 2023

Summary:

The Department is currently working on processes and procedures to identify areas that need attention.

By the Numbers

	Permits Issued	Commercial	Residential	Permits Closed	Inspections	Reviews Completed	Total Fees
October	55	103	33	43	628	227	$127,041.00
November	58	92	41	36	559	200	$78,298.00
December	38	71	31	29	392	143	$65,158.00
Total	151	266	105	108	1579	570	$270,497.00
Monthly Average This Year	50.3	88.6	35	36	526	190	$90,165.00
Previous Year Totals	1475	1212	1209	1069	6049	3952	$2,018,716.00
Monthly Average Previous year	122	101	100	89	504	329	$168,226.00

Commercial numbers remained on the high side and will increase with the Magnolia Townhouse project which has plans in for review. Residential will start to pick up now that residents are returning for the season.

By the Numbers

During the reporting period the total fees collected $143,456, the number is smaller than the monthly average for last year due to the small number of residential permits applied for.

Large Construction Projects

District	Project	Description	Notes
Seneca Town Center			
1	Building 2	Building Shell	Complete
1	Building 2	Building Shell	Complete
Other Projects			
1	Coca Cola	Various Improvements	At different stages
1	Seneca Town Center	Wawa	Open
		Storage Building	Topped off
		Hospital Building	Ready to Issue
4	Magnolia Townhomes	47 Townhomes	Started site work
5	Pembroke Villas	28 Townhomes	In approval stage
4	O'Reilly's	Free standing building	Construction progressing
4	Car Wash	Free standing building	C.O.'ed

AGENDA ITEM REPORT

To:
Subject: November Stats
Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - January 03, 2024
Department: Police Department
Staff Contact: Ra Shana Dabney-Donovan, Police Chief

BACKGROUND INFORMATION:
N/A

FINANCIAL IMPACT:
N/A

POLICY IMPLICATIONS:
N/A

RECOMMENDATION:
N/A

ALTERNATIVES:
N/A

ATTACHMENTS:
November 2023

CFS - Calls Resulting in Dispatch				
INCIDENT TYPE	BREAKDOWN	OCTOBER	NOVEMBER	% CHANGE
ACCIDENTS	Hit and Run (3)	9	6	-33%
	Regular (4)	31	28	-10%
	Rollover (4E)	0	0	0%
	With Injuries (4I)	3	9	200%
	TOTAL ACCIDENTS	43	43	0%
ALARM CALLS (49A, 49H, 49S)	TOTAL ALARM CALLS	37	47	27%
ARRESTS	Felony	5	4	-20%
	Misdemeanor	5	5	0%
	TOTAL ARRESTS	10	9	-10%
BURGLARY	Attempt (21A)	0	1	0%
	Commercial (21C)	4	2	-50%
	Residential (21R)	0	1	0%
	Vehicle (21V)	12	5	-58%
	TOTAL BURGLARIES	16	9	-44%
DOMESTIC VIOLENCE (38)		6	7	17%
INFORMATION (14)		37	22	-41%
LARCENY (30)		4	6	50%
MISSING PERSON (8)		0	0	0%
PARKING COMPLAINTS (73)		40	37	-8%
STOLEN VEHICLE (10)		1	2	100%
STOLEN VEHICLE RECOVERED (10R)		8	6	-25%
STOLEN TAG (9)		1	2	100%
VANDALISM (40)		3	4	33%
		100	86	-14%
TRAFFIC STOP (10-50)		44	44	0%
CITATIONS		35	52	49%
WARNINGS		11	3	-73%
	TOTAL CITATIONS	46	55	20%
REPORTS (FIBRS AND CRASH)		135	124	-8%
TOTAL CALLS FOR SERVICE		431	417	-3%

AGENDA ITEM REPORT

To:	Commission Meeting
Subject:	NFBPA Form 2024 Request for Chief Ra Shana A. Dabney
Meeting:	PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - January 03, 2024
Department:	Police Department
Staff Contact:	Ra Shana Dabney-Donovan, Police Chief

BACKGROUND INFORMATION:

The National Forum for Black Public Administrators is an organization Chief Dabney-Donovan is a member of. She is requesting to attend their annual conference April 2-8, 2024 in Baltimore, MD. The theme is "Excellence in Service, Strength in Leadership, which will provide community insights/transformational knowledge, navigation of technological advancements and foster professional relationships.

FINANCIAL IMPACT:

Not to exceed $2900

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Staff is requesting permission to attend the above conference.

ALTERNATIVES:

N/A

ATTACHMENTS:

NFBPA 2024 Forum for Commision Workshop 010324

	Status:
Christian Noel, Accounts Payable	Approved - Dec 26 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Dec 26 2023
Aleem Ghany, Public Services Director	Pending
Marlen Martell, Town Clerk	None

Embark on a Journey of Excellence at FORUM 2024

Welcome to FORUM 2024, where the stage is set for an unprecedented journey into the ever-evolving public sector landscape. FORUM is back, and it's bigger, bolder, and more innovative than ever before with an electrifying theme: "Excellence in Service, Strength in Leadership." Held in the vibrant city of **Baltimore, Maryland from April 3-7, 2024**, this conference is your gateway to a world of cutting-edge insights, creative solutions, and unparalleled networking opportunities.

At the core of each FORUM is a dedication to empower professionals in local government. We're committed to helping you stay ahead in an era of rapid technological advancements, community transformation, and fostering meaningful professional connections. Join us and immerse yourself in an engaging, immersive event that will reshape your perspective on local government, enriched by corporate and community insights. At FORUM 2024, we're more than just a conference; we're the driving force behind excellence in local government.

Join us and immerse yourself in an engaging, thought provoking event that will reshape your perspective on local government, enriched by corporate and community insights.

- Hear keynote addresses from visionary leaders during general sessions and engage in relevant breakout sessions in your favorite track.
- Learn from your colleagues across the country as they share best practices.
- Build partnerships with other communities to leverage services.
- Explore leading edge products and solutions.
- Create lasting connections that support your professional development.
- Learn new strategies to implement in your own cities, towns, and counties.

REGISTER NOW >

TOWN OF PEMBROKE PARK, FLORIDA
TRAVEL REQUEST

Date: 12/21/2023

Name of Traveler: Rashana Dabney-Donovan

Department: Police Department

Destination: Baltimore, MD

Mode of Transportation: Air

(If least expensive mode not chosen provide justification below)

Dates of City Travel: From: 4/2/2024 To: 4/8/2024

Purpose of Trip: National Forum for Black Public Administrators 2024 Conference

Estimated Cost	
Registration	$ 795.00
Transportation	$ 258.00
Meals	$ 389.85
Lodging –	$ 1,194.00
Other – Local Transportation	
Parking ($22/night)	
Total Costs	$ 2,636.85
Less Prepaid Expenses	$ 2,247.00
Advance to Traveler	$ 389.85

Will vacation be combined with trip? ☐ Yes ☑ No

*Attach written documentation supporting this travel

Is information on trip attached? ☑ Yes ☐ No

Travel included in budget? ☑ Yes ☐ No

*(Explain answer no)

Signature _____
Traveler

Meal Detail

Date	4/2/2024	4/3/2024	4/4/2024	4/5/2024	4/6/2024	4/7/2024	4/8/2024	Total
Breakfast – 15%	10.35	10.35	10.35	10.35	7.765	7.7625	10.35	$ 67.28
Lunch – 30%	20.7	20.7	20.7	20.7	15.525	15.525		$ 113.85
Dinner – 55%	37.95	37.95	37.95	37.95	28.4625	28.4625		$ 208.73
Total	$ 69.00	$ 69.00	$ 69.00	$ 69.00	$ 51.75	$ 51.75	$ 10.35	$ 389.85

COMMENTS

Account No. _____

Department Head _____ Date _____

Budget and Finance Director _____ Date _____

City Manager _____ Date _____

TOWN OF PEMBROKE PARK

ACCREDITATION INITIATIVE

"ATTAINING DISTINCTION AS AN ACCREDITED LAW ENFORCEMENT AGENCY"

Table of Contents

About the Contractors……3
Risk Mitigation…….. 4
Florida Accreditation……..... 4
Benefits to the Community…….. 4
Benefits to the Agency CEO…….5
Benefits to the Officers and Employees……... 5
Town of Pembroke Park Police Department Efforts to Date……. 6
Project Scope…….. 7
Project Timeline……..8
Conclusion……. 9

ABOUT THE CONTRACTORS

Sanchia Williams serves as the Accreditation Program Manager for the Coconut Creek Police Department. Sanchia joined the Department with over 13 years of professional criminal justice experience and holds a Bachelor's of Science in Criminology from the Florida State University. She began her career with the Florida Department of Law Enforcement in 2008 as a Criminal Justice Information Technician conducting background checks and determining eligibility for the sale of firearms as directed by state statute. In 2009, she joined the Florida Department of Corrections where she remained for ten years. Sanchia rose through the ranks within the Florida Department of Corrections serving in multiple administrative and management positions from the Institutional to Regional level. Sanchia has extensive knowledge of auditing and assessing practices as she ensured accreditation compliance of nine major penal facilities and now the Coconut Creek Police Department. In 2022, Sanchia started privately consulting law enforcement agencies seeking state accreditation. In August 2022, she successfully led the Riviera Beach Police Department to initial state accreditation with zero areas of non-compliance. Sanchia Williams has been certified by the Commission for Law Enforcement Accreditation (CFA) as an Assessor since July 2019, provides mentorship services on behalf of the Commission, and actively participates in mock and onsite assessments.

Angela Madias has more than 20 years of experience in the career of law enforcement serving in a variety of levels within the field. Angela has experience in human resources management, recruitment, and promotional processing, state and federal forfeiture management, state and federal disaster recovery and resilience processing, accreditation management, grants management, strategic planning, and policy development and implementation. Throughout her career, she has conducted multiple agency assessments for sheriff's offices and police departments throughout Florida, evaluating compliance with state accreditation standards. Additionally, Angela has participated in many operational and quality improvement assessments leading to policy creation and modifications. In her current role, she serves as the compliance and accreditation manager, grant writer and administrator, state and federal disaster recovery agent, strategic planning manager, and volunteers in Town outreach events and community projects. Angela also serves on the Davie Police Department's CISM and Peer Support Team, which are partnered with agencies across Broward County.

RISK MITIGATION

In today's litigiousness society, it would be unrealistic to believe that even the most professional law enforcement agency could totally avoid liability claims. The best defense against lawsuits is to have implemented sound policies and procedures that are in line with the best practices of the profession and compliant with current statutes, professional best practices, and court decisions.

A department's written directives are historically one area of law enforcement operations that have a high degree of liability attached thereto as they establish the policies and procedures that the members must adhere to during the performance of their duties.

When issues of liability are raised during litigation, one of the first areas that the discovery process will focus on is the agency's policies and procedures, and did the involved member adhere to the agency's established protocols.

FLORIDA ACCREDITATION

Accreditation is a progressive and contemporary way of helping police agencies evaluate and improve their overall performance. It has long been recognized as a means of maintaining the highest standards of professionalism. Accreditation is the certification by an independent reviewing authority that an entity has met specific requirements and prescribed standards. Schools, universities, and hospitals are some of the most well-known organizations that are required to maintain accreditation.

Benefits to the Community

Accreditation increases the law enforcement agency's ability to prevent and control crime through more effective and efficient delivery of law enforcement services to the community it serves.

Accreditation enhances community understanding of the law enforcement agency and its role in the community as well as its goals and objectives. Citizen confidence in the policies and practices of the agency is increased.

Accreditation, in conjunction with the philosophy of community policing, commits the agency to a broad range of programs (such as crime prevention) that directly benefit the public.

Accreditation creates a forum in which police and citizens work together to control and prevent crime. This partnership will help citizens to understand the challenges that confront law enforcement. Law enforcement will, in turn, receive clear direction from the community about its expectations. Thus, a common set of goals and objectives will be arrived at and implemented.

Benefits to the Agency CEO

Increases cooperation and coordination with other law enforcement agencies and other branches of the criminal justice system.

The accreditation process requires an in-depth review of every aspect of the agency's organization, management, operations, and administration to include:

- Establishment of agency goals and objectives with provisions for periodic updating.
- Re-evaluation of whether agency resources are being used in accord with agency goals, objectives, and mission.
- Re-evaluation of agency policies and procedures, especially as documented in the agency's written directive system.
- Correction of internal deficiencies and inefficiencies before they become public problems.
- The opportunity to re-organize without the appearance of personal attacks.

The accreditation standards provide norms against which agency performance can be measured and monitored over time and provides the agency with a continuous flow of Commission distributed information about exemplary policies, procedures, and projects.

Accreditation provides objective measures to justify decisions related to budget requests and personnel policies and may serve as a yardstick to measure the effectiveness of the agency's programs and services. The services provided are defined, and uniformity of service is assured.

Accreditation streamlines operations, providing more consistency and more effective deployment of agency manpower.

Benefits to the Officers and Employees

Accreditation requires that agency policies and procedures be current and in written form and are available to all agency personnel at all times.

Accreditation assures employees that every aspect of the agency's personnel system is in accord with professional standards, and that the system is both fair and equitable.

The agency is compelled to operate within specific guidelines. It is accountable to the Commission. The agency must stay in compliance with the standards set forth by the

Commission in order to retain its accreditation.

The morale of the agency is enhanced by increasing the employees' confidence in the effectiveness and efficiency of their own agency. Operations become more streamlined and consistent.

Accreditation standards address officer safety issues and provide for adequate training and equipment of the officers.

Accreditation is a coveted award that symbolizes professionalism, excellence, and competence. Employees will take pride in their agency, knowing that it represents the very best in law enforcement.

TOWN OF PEMBROKE PARK POLICE DEPARTMENT EFFORTS TO DATE

The Town of Pembroke Park Police Department has been attempting to meet the standards of the Florida Law Enforcement Accreditation Program for approximately two years. A lack of trained personnel, staff shortages, and leadership changes have all stymied the departments' goal of achieving accredited law enforcement agency status. However today, newly appointed police Chief Ra Shana Dabney-Donovan is fully committed to achieving this distinction for the police department.

Recently both contractors have had the opportunity to conduct a review of the department's efforts of the accreditation initiative. While this review was brief in nature, we did note several items that could further delay or even prevent the Town from achieving his goals.

- There were no provisions noted for periodic review to ensure that current directives are current with recent accreditation and legislative changes.
- Several high-liability areas of operations are out of compliance with modern day best practices and CFA standards.
- The Town has acquired copies of neighboring law enforcement agency policies and procedures that are accredited and has reformatted them into a format for the police department to develop into new directives. However, these drafts will need to be vetted and revised as necessary to ensure compliance with the most recent edition standards manual.

PROJECT SCOPE

The contractors propose to evaluate if the Town's police department's current policies, procedures, and all other forms of written directives to determine if they meet or exceed the minimum standards set forth by the Commission for Florida Law Enforcement Accreditation Program, AND

1. Research, develop, and publish any revisions to any and all existing policies as approved by the Town necessary to meet the standards of the Florida Law Enforcement Accreditation Program;

2. Research, develop, and publish any and all additional polices as approved by the Town, which do not currently exist which would be required to meet the standards of the Florida Law Enforcement Accreditation program;

3. Set-Up, populate and manage a PowerDMS web portal, specific to the Town's police department, to disseminate and maintain all of the police department's written directives, build, populate and manage an assessment system in accordance with the provisions of the Florida Law Enforcement Accreditation Standard Compliance files;

4. The contractors shall be responsible to create, populate and maintain each standard compliance file within the PowerDMS web portal with a copy or copies of all applicable agency directives, copy or copies of any and all supporting documentation, agency records, photographs, etc. necessary to demonstrate compliance with each program standard;

5. Each directive and all supporting documentation shall be formatted and highlighted to illustrate how each directive/documentation is applicable and demonstrates compliance to the individual standard;

6. Perform collection, as necessary of all required or recommended departmental documentation relevant to demonstrating compliance with program standards;

7. Attend in-person and/or virtual meetings with the Town and its representatives to discuss project status, non- compliance issues, departmental issues effecting the project, and/or written directive development purpose and project status;

8. Be alert to changes in accreditation standards, operations, reporting requirements, and other issues which may affect the continuing accredited status of the department;

9. Ensure command staff have fact-based information to make decisions regarding agency policies regarding accreditation standards;

10. Prepare and submit CFA annual agency report;

11. Coordinate agency personnel, activities, records and systems with regards to maintaining accreditation standards, including the establishment of proper documentation demonstrating accreditation compliance;

12. Advise other appropriate individuals of accreditation compliance/non-compliance issues and when necessary, recommend corrective action plans;

13. Be committed to a high standard of the safety regulations and all of the Town's police department's policies and rules and must be willing to report safety violations and potential policy violations to appropriate supervisory personnel;

14. Follows and supports the mission, values, organizational philosophies, operational principals, code of conduct, and policies and procedures of the Town's police department;

15. Be present for and oversee any and all assessments, either mock assessment as mutually arranged for by the Town and the Contractors, and/or any on-site assessment scheduled by the Florida Accreditation Office; and

16. Comply with all applicable Town and police department policies regarding the use of Town computer equipment and systems, social media and internet usage.

PROJECT TIMELINE

It is estimated that this project will take at a minimum 8 months to complete for the agency to be accredited under the Commission for Law Enforcement Accreditation program.

The first step of application has already been completed and the police department is scheduled for its initial assessment in August 2024.

The police department should schedule a mock assessment 60-90 days prior to the scheduled assessment. It is the agency's responsibility to arrange for all aspects of the mock, including assessor selection, with assistance from the contractors. CFA can provide a list of qualified assessors or an agency may select from local assessors.

CONCLUSION

We look forward to working with the Town of Pembroke Park, Chief Dabney-Donovan, her command staff as well as Town Manager. We are confident that together we can rise to the challenges ahead of us and achieve our goal of seeing "Accredited Agency" decals adorning all the assets of the Town of Pembroke Park's Police Department.

If you have any questions or concerns concerning this proposal you can reach us at the below contact information. We look forward to hearing from you and arranging a follow-up to this proposal.

Angela Madias
(954) 536-3818
Madias.Angela@gmail.com

Sanchia Williams
(954) 557-4558
SanchiaWilliams85@gmail.com

Thank you for your consideration,
Angel Madias and Sanchia Williams

ANGELA MADIAS &
SANCHIA WILLIAMS
(954) 536-3818 | (954) 557-4558

Accreditation and Training Services Sole Source Letter

December 14, 2023

This letter is to confirm that the professional services provided by Angela Madias and Sanchia Williams are the only professional services that combine document management, accreditation management, and training management to law enforcement agencies seeking to obtain and/or maintain state accreditation through the Commission for Florida Law Enforcement Accreditation (CFA).

While other consultants in our industry may provide limited services focused solely on document and accreditation management, our approach is distinctively comprehensive. We go beyond the basics to cover the entire accreditation process, including a crucial element often overlooked and excluded, employee training. Our suite of services includes:

- **Training Course Development and Implementation via PowerDMS**
  We specialize in creating tailored training courses designed to address the specific needs of your agency. Our courses are implemented through the cutting-edge platform, PowerDMS, ensuring a seamless and effective training experience.

- **Training Record Documentation and Retention via PowerDMS**
  Our services extend to meticulously documenting and retaining training records, all managed through the PowerDMS platform. This ensures not only compliance but also provides a centralized and easily accessible repository for your agency's training history.

- **On-site and In-person Training**
  We deliver training sessions that foster interactive learning environments, providing a hands-on experience that goes beyond digital interactions. We tailor

training to your agency's unique needs while ensuring state compliance to maximize the impact of every learning opportunity.

- **Seasoned Accreditation Professionals**

  What sets us apart is the caliber of our team. Our services are delivered by seasoned accreditation professionals with extensive experience in guiding agencies through the accreditation process. Our wealth of knowledge and expertise ensures that your agency embarks on a smooth and successful accreditation journey.

By choosing our comprehensive solutions, you not only address the immediate needs of document and accreditation management but also invest in the ongoing development and compliance of your workforce. We are committed to providing a holistic approach to accreditation that aligns with the unique requirements and challenges of your agency.

Note, that this letter is for informational purposes only. Recipients are advised to conduct independent analysis to determine whether procurement regulations applicable to their agency permit sole-source procurement.

Please let us know if you require any further information regarding our services.

Sincerely,
Angela Madias & Sanchia Williams

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this **1st** day **January, 2024,** by and between **Sanchia Williams,** hereinafter referred to as **"Contractor,"** and the TOWN OF PEMBROKE PARK, hereinafter referred to as **"Town,"** whose address is **3150 SW 52nd Avenue, Pembroke Park, FL 33023.**

WHEREAS, the Town of Pembroke Park is seeking the services of an individual or firm possessing the experience, skills and ability to provide professional/consultation services in the area of Florida Law Enforcement Accreditation Program, as more specifically set forth in the Scope of Work.

WHEREAS, the Town requires managed services in the subject of law enforcement accreditation and desires to engage the services of Contractor for a period of Eight (8) months for the purposes of attaining and maintaining distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation ("Services"); and

WHEREAS, the Contractor has an extensive background and is qualified as a subject matter expert in law enforcement accreditation and is willing to provide Services to the Town based on this background; and

WHEREAS, the parties do hereby acknowledge and agree that the purpose of this Agreement is to improve the overall administrative and operational functions of the Town's police department and to attain and maintain distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation. The Contractor does promise to use her best, good-faith efforts in carrying out the purposes of this Agreement.

NOW, THEREFORE in consideration of the Agreement hereinafter set forth, the parties do hereby agree to the terms and conditions as follows:

I. **Scope of Services:** Contractor is hereby engaged to perform managed services for the Town in respect to evaluating if the Town's police department's current policies, procedures, and all other forms of written directives to determine if they meet or exceed the minimum standards set forth by the Commission for Florida Law Enforcement Accreditation Program as well as provide

the expertise and services necessary for the Town's police department and to attain and maintain distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation.

A. The Contractor hereby agrees that she shall:

1. Research, develop, and publish any revisions to any and all existing policies as approved by the Town necessary to meet the standards of the Florida Law Enforcement Accreditation Program;

2. Research, develop, and publish any and all additional polices as approved by the Town, which do not currently exist which would be required to meet the standards of the Florida Law Enforcement Accreditation program;

3. Set-Up, populate and manage a PowerDMS web portal, specific to the Town's police department, to disseminate and maintain all of the police department's written directives, build, populate and manage an assessment system in accordance with the provisions of the Florida Law Enforcement Accreditation Standard Compliance files;

4. The Contractor shall be responsible to create, populate and maintain each standard compliance file within the PowerDMS web portal with a copy or copies of all applicable agency directives, copy or copies of any and all supporting documentation, agency records, photographs, etc. necessary to demonstrate compliance with each program standard;

5. Each directive and all supporting documentation shall be formatted and highlighted to illustrate how each directive/documentation is applicable and demonstrates compliance to the individual standard;

6. Perform collection, as necessary of all required or recommended departmental documentation relevant to demonstrating compliance with program standards;

7. Attend in-person and/or virtual meetings with the Town and its representatives to discuss project status, non- compliance issues, departmental issues effecting the project, and/or written directive development purpose and project status;

8. Be alert to changes in accreditation standards, operations, reporting requirements, and other issues which may affect the continuing accredited status of the department;

9. Ensure command staff have fact-based information to make decisions regarding agency policies regarding accreditation standards;

10. Prepare and submit CFA annual agency report;

11. Coordinate agency personnel, activities, records and systems with regards to maintaining accreditation standards, including the establishment of proper documentation demonstrating accreditation compliance;

12. Advise other appropriate individuals of accreditation compliance/non-compliance issues and when necessary, recommend corrective action plans;

13. Be committed to a high standard of the safety regulations and all of the Town's police department's policies and rules and must be willing to report safety violations and potential policy violations to appropriate supervisory personnel;

14. Follows and supports the mission, values, organizational philosophies, operational principals, code of conduct, and policies and procedures of the Town's police department;

15. Be present for and oversee any and all assessments, either mock assessment as mutually arranged for by the Town and the Contractor, and/or any on-site assessment scheduled by the Florida Accreditation Office; and

16. Comply with all applicable Town and police department policies regarding the use of Town computer equipment and

systems, social media and internet usage.

B. The Town hereby agrees to provide to the Contractor at no-charge the following:

1. An official Town of Pembroke Park email account for the purpose of communicating with Town employees and officials as well as area law enforcement representatives;

2. A Town owned laptop personal computer with Microsoft Office® and Adobe Acrobat Pro® software installed as well as remote access to the police department network with CJIS security two factor authentication network in accordance with the Town's Criminal Justice Information Systems policy for the purpose of obtaining any documents, photos, statistical reports, certifications, training records etc. necessary to obtain documentation required to demonstrate compliance with any applicable accreditation standards AND access credentials to the Town's police headquarters facilities.

3. The Contractor possesses and agrees to maintain a current Level 2 Criminal Justice Information Systems (CJIS) Security Awareness certification.

4. The Town shall provide the Contractor with a cellular air card or other suitable device to provide internet and network connectivity in accordance with the department's information technology and CJIS policies.

5. Acquire and maintain a separate Power DMS web portal administered and managed by the police department and agrees to obtain a sufficient number of user licenses to provide every member of the police department access rights to a level appropriate for their position and that the contractor shall be provided with Master Administrative rights to PowerDMS.

6. Provide the Contractor with read access to agency programs and network (i.e. records management systems, etc.) for the sole purpose to search to obtain proofs for accreditation standards.

7. Access credentials to all areas of the Town's police headquarters facility except the property & evidence storage area, armory, and any other areas mutually agreed upon by the parties as inappropriate or unnecessary.

C. The parties agree that the Contractor shall publicly represent the Town and its police department as the Accreditation Manager at any and all accreditation related events and/or meetings.

II. **Compensation:** The Town agrees to compensate the Independent Contractor based on the prices set forth in this agreement. The total and cumulative amount of this Agreement shall not exceed $24,000.00.

III. **Term:** The term of this Agreement shall begin on the next business day following execution of this Agreement by both parties. Unless otherwise extended by both parties, this Agreement will terminate, and all the Services required to be provided by the Contractor under this Agreement will be completed within Eight (8) months of the effective date of this Agreement.

IV. **Termination:**

A. If, through any cause within reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the Town shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the Town shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor ten (10) days to cure such default. If the default remains uncured after ten (10) days the Town may terminate this Agreement.

B. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor shall be delivered to the Town and the Town shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination.

C. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the Town for damages sustained by it by virtue of a breach of the Agreement by Contractor and the Town may reasonably

withhold payment to Contractor for the purposes of set- off until such time as the exact amount of damages due the Town from the Contractor is determined.

D. Termination for Convenience of Town. The Town may, for its convenience and without cause terminate the Services then remaining to be performed at any time by giving Contractor ten (10) days written notice. The Town and the Town shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination.

V. Miscellaneous: Any modification of this Agreement shall be effective only if in writing and signed by the parties to this Agreement.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this **1st** day **January, 2024,** by and between **Angela Madias,** hereinafter referred to as **"Contractor,"** and the TOWN OF PEMBROKE PARK, hereinafter referred to as **"Town,"** whose address is **3150 SW 52nd Avenue, Pembroke Park, FL 33023.**

WHEREAS, the Town of Pembroke Park is seeking the services of an individual or firm possessing the experience, skills and ability to provide professional/consultation services in the area of Florida Law Enforcement Accreditation Program, as more specifically set forth in the Scope of Work.

WHEREAS, the Town requires managed services in the subject of law enforcement accreditation and desires to engage the services of Contractor for a period of Eight (8) months for the purposes of attaining and maintaining distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation ("Services"); and

WHEREAS, the Contractor has an extensive background and is qualified as a subject matter expert in law enforcement accreditation and is willing to provide Services to the Town based on this background; and

WHEREAS, the parties do hereby acknowledge and agree that the purpose of this Agreement is to improve the overall administrative and operational functions of the Town's police department and to attain and maintain distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation. The Contractor does promise to use her best, good-faith efforts in carrying out the purposes of this Agreement.

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the expertise and services necessary for the Town's police department and to attain and maintain distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation.

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5. Each directive and all supporting documentation shall be formatted and highlighted to illustrate how each directive/documentation is applicable and demonstrates compliance to the individual standard;

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7. Attend in-person and/or virtual meetings with the Town and its representatives to discuss project status, non- compliance issues, departmental issues effecting the project, and/or written directive development purpose and project status;

8. Be alert to changes in accreditation standards, operations, reporting requirements, and other issues which may affect the continuing accredited status of the department;

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12. Advise other appropriate individuals of accreditation compliance/non-compliance issues and when necessary, recommend corrective action plans;

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14. Follows and supports the mission, values, organizational philosophies, operational principals, code of conduct, and policies and procedures of the Town's police department;

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16. Comply with all applicable Town and police department policies regarding the use of Town computer equipment and

systems, social media and internet usage.

B. The Town hereby agrees to provide to the Contractor at no-charge the following:

1. An official Town of Pembroke Park email account for the purpose of communicating with Town employees and officials as well as area law enforcement representatives;

2. A Town owned laptop personal computer with Microsoft Office® and Adobe Acrobat Pro® software installed as well as remote access to the police department network with CJIS security two factor authentication network in accordance with the Town's Criminal Justice Information Systems policy for the purpose of obtaining any documents, photos, statistical reports, certifications, training records etc. necessary to obtain documentation required to demonstrate compliance with any applicable accreditation standards AND access credentials to the Town's police headquarters facilities.

3. The Contractor possesses and agrees to maintain a current Level 2 Criminal Justice Information Systems (CJIS) Security Awareness certification.

4. The Town shall provide the Contractor with a cellular air card or other suitable device to provide internet and network connectivity in accordance with the department's information technology and CJIS policies.

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7. Access credentials to all areas of the Town's police headquarters facility except the property & evidence storage area, armory, and any other areas mutually agreed upon by the parties as inappropriate or unnecessary.

C. The parties agree that the Contractor shall publicly represent the Town and its police department as the Accreditation Manager at any and all accreditation related events and/or meetings.

II. **Compensation:** The Town agrees to compensate the Independent Contractor based on the prices set forth in this agreement. The total and cumulative amount of this Agreement shall not exceed $24,000.00.

III. **Term:** The term of this Agreement shall begin on the next business day following execution of this Agreement by both parties. Unless otherwise extended by both parties, this Agreement will terminate, and all the Services required to be provided by the Contractor under this Agreement will be completed within Eight (8) months of the effective date of this Agreement.

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A. If, through any cause within reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the Town shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the Town shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor ten (10) days to cure such default. If the default remains uncured after ten (10) days the Town may terminate this Agreement.

B. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor shall be delivered to the Town and the Town shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination.

C. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the Town for damages sustained by it by virtue of a breach of the Agreement by Contractor and the Town may reasonably

withhold payment to Contractor for the purposes of set- off until such time as the exact amount of damages due the Town from the Contractor is determined.

D. Termination for Convenience of Town. The Town may, for its convenience and without cause terminate the Services then remaining to be performed at any time by giving Contractor ten (10) days written notice. The Town and the Town shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination.

V. Miscellaneous: Any modification of this Agreement shall be effective only if in writing and signed by the parties to this Agreement.

CERA SOFTWARE INC.

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

This SaaS Agreement (the "Agreement") is entered into this _____ (the Effective Date"), between Town of Pembroke Park ("Subscriber"), with offices located at 3150 SW 52nd Avenue, Pembroke Park, Florida 33023, and CERA Software, Inc. ("Licensor") with offices located at 3100 Ray Ferrero Jr. Blvd, Suite 5008-D Davie, Florida 33314. Stand With Parkland (Third Party Payor) is a party for purposes of financial obligation only (Exhibit D). For purposes of this Agreement, Subscriber and Licensor each will be referred to individually as a "Party" and together as the "Parties."

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **License to Receive the Service.**

   (a) **Grant.** Licensor hereby grants the Subscriber identified on the Schedule A Order Form attached hereto a limited, non-exclusive and non-transferable license, without right of sublicense, during the Term to access, via either a Vendor or the Feed, and display on Subscriber's Display Devices within the United States, the Service, and to permit Authorized Users to use the Service, subject to the terms and conditions of this Agreement. All rights in the Service not expressly granted hereunder are reserved to Licensor.

   (b) **Scope.** The license granted to Subscriber hereunder is limited to a single, authorized Application for the display and retrieval of the Service on an Authorized User's desktop. The license does not extend to multiple applications for the display or retrieval of content within the Services. Subscriber shall have no right pursuant to this Agreement to distribute the Service in whole or in part over the Internet, or via email or instant messaging (other than as set forth in Section 9), via an Intranet, personal digital assistant, wireless application protocol, short message service or radio system. An enhanced license encompassing such applications is available as a supplement to this Agreement. Nothing in this Agreement shall obligate Licensor to continue providing access to any Service beyond the date when Licensor ceases providing such Service to subscribers generally. If Licensor ceases providing such Service to subscribers generally, neither the Third Party Payor nor the Subscriber will be under any obligation to remit further payment to Licensor pursuant to this Agreement.

   (c) **Restrictions Use.** Subscriber shall not edit, alter, abridge or otherwise change in any manner the content of the Service, including, without limitation, all copyright and proprietary rights notices. Subscriber may not, and may not permit others to:

      (i) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service;

      (ii) modify, translate, adapt, alter, or create derivative works from the Service;

(iii) copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; or

(iv) distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service.

2. Definitions. As used herein,

(a) **"Agreement"** shall mean these terms and conditions, the Order Form, attached Schedules, and any written amendments signed by both parties;

(b) **"Application"** shall mean either the Licensor-developed application used by Subscriber for the Service hereunder;

(c) **"Authorized Users"** shall mean Subscriber's employees and independent contractors working for Subscriber in the ordinary course of Subscriber's business who: (i) agree to be bound by the terms of this Agreement; and (ii) are specifically authorized by Subscriber to access the Service;

(d) **"Billing Start Date**" shall mean the date identified on the Order Form as the date from which billing shall be calculated (which under no circumstances shall be later than the Service Start Date, as defined below);

(e) **"Display Devices"** shall mean any display device used to access and display the Service;

(f) **"Service"** shall mean Licensor's information applications subscribed to by Subscriber hereunder;

(g) **"Service Start Date"** shall mean the date from which Subscriber receives the applicable Service;

(h) **"Fees"** shall mean the fees payable pursuant to Section 3 hereof;

(i) **"Office"** shall mean the address(es) of Subscriber's office(s) in which a Display Device is located;

(j) **"Order Form"** shall mean the attached Order Form that sets out the commercial terms and is executed by the parties;

(k) **"Term"** shall mean the period identified in the Order Form, or any renewal term, as applicable;

(l) **"Vendor"**" shall mean the single distributor that delivers the Service to Subscriber as identified on the Order Form, subject to Licensor's continuing authorization of such Vendor's Application.

3. Fees and Payment.

(a) **Fees.** Commencing on the Billing Start Date, the Third Party Payor, Stand With Parkland, shall pay Licensor on behalf of Subscriber for the Term hereof the Fees, payable in advance, based on the Services and the number of Users identified in the Order Form, and on any other commercial terms contained in this Agreement. Subscriber shall inform Licensor of any increases in the number of Users no later than

seven (7) days after the date of such increase and the Order Form will be deemed amended accordingly. Subscriber shall have no financial liability for subscription fees under this agreement.

(b) **Taxes.** Licensor will be responsible for, and will promptly pay all sales, use, excise, value-added or similar taxes, assessments, or duties.

(c) **Professional Services.** During the term of this Agreement, Subscriber may request Licensor to perform professional services in the nature of software development, customization add-in, documentation and/or integration services (hereinafter, "Professional Services"). Upon receipt of a request, Licensor may provide Subscriber with a written proposal, and when the parties agree to all requirements of the proposed Professional Services, a Task Order for the Professional Services, in the form of Exhibit C., shall be executed by the parties. All Task Orders shall be subject to the terms and conditions of this Agreement. Services performed by Licensor are not exclusive to Subscriber, and Licensor may perform services of any type or nature for any other person or entity at any time.

4. Access.

(a) **Vendor.** If the Service is delivered to Subscriber via a Vendor, Subscriber acknowledges that the Vendor Delivery Fees may be charged to Subscriber by such Vendor or by Licensor on behalf of the Vendor.

5. Monthly Reports; Records.

(a) **Vendors.** If the Services are delivered to Subscriber by a Vendor, Subscriber agrees that Licensor may rely on such third-party vendor's monthly entitlement reports for billing purposes.

6. Mergers and Acquisitions. For the purpose of calculating the Fees, it is not the parties' intention that the Fees charged under this Agreement will include Display Devices and Services added through a merger or acquisition. Accordingly, in the event of any merger or acquisition that would result in Subscriber's ownership or control of Display Devices formerly owned or controlled by another entity, such additional Display Devices and Services will not be covered by the Fees charged under this Agreement. Subscriber agrees that such Display Devices and Services shall be subject to additional fees, based upon the then current listed price for the additional Display Devices and/or Services resulting from the acquisition or merger. For the avoidance of doubt a merger and/or acquisition shall not entitle Subscriber to terminate this Agreement other than in accordance with its terms.

7. Copyright Protection; Use Restrictions; Security. Subscriber agrees that the Service and Feed specifications, including without limitation the editorial coding and metadata contained therein, are the property of Licensor or Licensor's licensors. *The works and databases included in the content of the Service are protected by applicable copyright laws.* Subscriber agrees that only Authorized Users shall be permitted access to the Service. Except as set forth herein, no clients or other persons or entities who are not legal employees of Subscriber or independent contractors consulting for Subscriber in the ordinary course of Subscriber's

business may be Authorized Users. Subscriber shall not reverse engineer, decompile or disassemble any part of the Service. Subscriber further agrees that neither Subscriber nor any Authorized User shall store (except as permitted under Section 1(d)(ii) for retrieval and display purposes only), copy, reproduce, retransmit, disseminate, sublicense, sell, distribute, publish, broadcast, circulate, create derivative works (including, without limitation, trading algorithms), test algorithms in conjunction with, or distribute by any means the Service in whole or in part to anyone, including, but not limited to, other employees of Subscriber, without Licensor's express prior written consent; provided, however, that Authorized Users may on an occasional basis in the normal course of business include limited portions of the Service (a) in oral and (with proper attribution to the respective Service) non-electronic written communications with clients and other employees, and (b) in email and instant messaging communications with other employees and/or securities professionals. Without limiting the foregoing, under no circumstances shall distribution under this Section by Subscriber be permitted if such distribution may be viewed as a substitute for a subscription to the Service itself. Subscriber agrees that when using the Service in this way, the facts, content and intent of the Service will not be changed in form or in spirit or otherwise in any way be prejudicial to the integrity of the Service or Licensor.

8. **Disclaimer.** SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICE(S), THE CONTENTS THEREIN, AND ANY ACCOMPANYING DOCUMENTATION ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LICENSOR DOES NOT MAKE ANY AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

9. **Indemnification.**

   Subscriber Infringement Indemnity. Subscriber, at its expense, will defend, indemnify, and hold Licensor harmless from and against any and all third party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorneys' fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against Licensor which directly relate to a claim, action, lawsuit, or proceeding made or brought against Licensor by a third party alleging the infringement or violation of such third party's registered patent, trade secret, copyright, or trademark (each a "Licensor Claim") by way of Licensor's use of any Subscriber Content that Subscriber provides to Licensor and Licensor uses in the provision of any Services.

10. **Limitation of Liability.** LICENSOR AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS ("THE PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO SUBSCRIBER, AUTHORIZED USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING,

WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IN NO EVENT WILL THE LIABILITY OF THE PARTIES ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT EXCEPT FOR INTELLECTUAL PROPERTY INFRINGEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY SUBSCRIBER HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. SUBSCRIBER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR FOR ANY LOSS, DAMAGE OR COST IN CONNECTION WITH ANY CLAIM OR ACTION WHICH MAY BE BROUGHT BY ANY THIRD PARTY AGAINST LICENSOR RELATING TO ANY BREACH OF THIS AGREEMENT BY SUBSCRIBER.

11. **Term; Early Termination.** This Agreement shall become effective when Subscriber signs the Order Form and, unless terminated earlier in accordance herewith, shall continue from the Billing Start Date for the period of time specified in the Order Form. This Agreement shall automatically renew for subsequent like terms unless either party gives the other written notice of its intention not to renew no later than sixty (60) days prior to the end of the then-current term. For the avoidance of doubt: (i) in the event Subscriber executes the Order Form after the Billing Start Date then this Agreement will be deemed effective from the Billing Start Date, and (ii) in the event Subscriber receives the Service before the Order Form is executed, then this Agreement shall be deemed effective from the Service Start Date. Modifications in any ongoing Fees in connection with direct access to a Feed shall be communicated to Subscriber no later than ninety (90) days prior to their effective date, and such modified Fees shall be deemed to replace those previously stated in the Order Form. This Agreement may be terminated as follows: (a) if either party commits a breach of any provision of this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice thereof by the non-breaching party ("Notice of Breach"), the party giving such notice may then deliver a second written notice to the breaching party terminating this Agreement, in which event this Agreement, and the licenses granted hereunder, will terminate on the date specified in such second notice; or (b) if a receiver is appointed over any assets of either party or if either party makes any arrangement with its creditors or becomes subject to an administration order or goes into liquidation or anything equivalent to the foregoing under any jurisdiction or ceases to carry on business, the other may terminate by giving written notice with immediate effect. If this Agreement is terminated before the end of its then current term for any reason other than by Subscriber under Clause 14 (a) or (b), then Subscriber will pay to Licensor as liquidated damages the amount due by Subscriber for the previous calendar month times the number of months remaining in such Term ("Liquidated Damages") within 30 days after such termination. The

parties agree that the Liquidated Damages under this clause are not intended to be and will not be punitive in effect and that the Liquidated Damages are a genuine pre-estimate of loss (which may be difficult to ascertain) resulting from early termination of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if Subscriber receives any notice of late payment under this Agreement in any form, written or electronic, from Licensor including any business division (*e.g.*, Licensor' Credit Department), such notice will be deemed to be a Notice of Breach.

12. Confidentiality. Subscriber and Licensor understand and agree that in the performance of this Agreement each party may have access to private or confidential information of the other party which either is marked as "confidential" or the receiving party should reasonably know under the circumstances that such information is confidential and/or proprietary information of the other party. Each of us shall hold such information in confidence and not, without the consent of the other, disclose it to a third party or use it for any purpose other than in performance of this Agreement. This obligation of confidentiality shall not apply to information that is generally available to the public through no act or omission of the receiving party or becomes known to the receiving party through a third party with no obligation of confidentiality, or is required to be disclosed by law, court or by any government or regulatory authority. If any Confidential Information is required to be disclosed by statute, rule, regulation or order of any court of competent jurisdiction, before any such disclosure the receiving party will provide notice to the disclosing party reasonably sufficient to allow the disclosing party the opportunity to apply for a protective order or other restriction regarding such disclosure. If either party elects to file this Agreement with the U.S. Securities and Exchange Commission or any other securities exchange or market, regulatory authority or other body, the filing party will provide the non-filing party, no less than five (5) business days before the expected date of the filing (the "Filing Date"), a copy of the Agreement marked to show the sections for which the filing party plans to seek confidential treatment. The filing party agrees to expand its confidential treatment request to include those provisions of this Agreement reasonably indicated by the non-filing party before the Filing Date as provisions for which the non-filing party requests confidential treatment. All confidential information will remain the exclusive property of the owner. No public announcement, press release or communication concerning this Agreement shall be made without the prior consent of the other party. The Parties acknowledge that the Subscriber is a public agency subject to the requirements of Ch. 119, F.S.

13. Miscellaneous.

(a) **Notice.** All notices to a party hereunder shall be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation by the above described mailing methods to the address(es) set forth on the Order Form, or to a different address which a party may give written notice of pursuant to this Section from time to time. Notice will be deemed delivered and received on the date it is actually received.

(b) **Amendment.** The parties acknowledge that Subscriber is responsible for notifying Vendor directly of any Vendor-related issues. This Agreement may not be amended except in a writing executed by authorized representatives of Subscriber and Licensor.

(c) **Assignment.** This Agreement is not transferable, assignable, delegable, or sublicenseable by Subscriber in whole or in part, without the prior written permission of Licensor. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors, trustees, administrators, and assigns.

(d) **Survival.** The following obligations of the parties will survive termination or expiration of this Agreement for any reason: Sections 2., 9., 10., 11., 12., 13., 14. (but only for three (3) years after such termination or expiration), and 15. of this Agreement and any payment obligations of Subscriber that accrue prior to such termination or expiration.

(e) **Independent Contractor.** Licensor is acting in performance of this Agreement as an independent contractor.

(f) **Binding Effect and Third-Party Beneficiary.** Except if specifically stated in this Agreement, neither party, nor any of their respective employees or agents, will have the power or authority to bind or obligate the other party. No third party is a beneficiary of this Agreement.

(g) **Waiver of Rights.** Except where specifically stated to the contrary, all remedies available to either party for breach of this Agreement under this Agreement, at law, or in equity, are cumulative and nonexclusive. A waiver or failure of either party at any time to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter.

(h) **Injunctive Relief.** If Subscriber breaches Section 1 of this Agreement, Licensor will be entitled, in addition to any other rights available under this Agreement or at law or in equity, to apply for immediate injunctive relief without any requirement to post a bond or other security and Subscriber acknowledges and agrees to not contest such application.

(i) **Severability.** If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction, such provision or portion thereof will, as to such jurisdiction only, be ineffective to the extent of such unenforceability, all other provisions and portions thereof of this Agreement will not be affected thereby and will be valid and enforced to the fullest extent permitted by law.

(j) **Choice of Law and Venue.** This Agreement, as well as any and all tort claims arising from this Agreement or arising from any of the proposals, negotiations, communications or understandings regarding this Agreement, will be governed by and construed in accordance with the laws of the State of Florida, United States of America ("Florida"), applicable to contracts made entirely within Florida and wholly performed in Florida, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in Broward County, Florida.

(k) **Force Majeure.** Any failure or delay by Licensor in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood,

earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of Licensor.

(l) **Entire Agreement.** This Agreement contains the final and entire agreement of the parties and supersedes all previous and contemporaneous verbal or written negotiations, understandings, or agreements regarding the Agreement's subject matter.

(m) **Exhibits.** The following Exhibits are attached hereto and incorporated herein by this reference:

- Exhibit A. Order Form for specific services
- Exhibit B. Service Level and Support Services Agreement
- Exhibit C. Task Order Form for specific tasks and payment
- Exhibit D. Funding Confirmation Letter from Third Party Payor

(n) The Subscriber Park is a public agency subject to Chapter 119, Florida Statutes. Licensor shall comply with Florida's Public Records Law. Specifically, Licensor shall:

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

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

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

4. Upon completion of the Agreement, Licensor shall transfer to the Town, at no cost to the Town, all public records in Licensor's possession. All records stored electronically by Licensor must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

5. The failure of Licensor to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which,

the Town may terminate the Agreement by providing Licensor with at least thirty (30) days prior, provided, however, that Licensor will be given the opportunity to cure the breach within said period of time.

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

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

(O)Scrutinized Companies

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

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

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

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

   b. Is engaged in business operations in Syria.

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

1. Definitions for this Section:

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

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

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

2. Registration Requirement; Termination:

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

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

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

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

the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

WHEREFORE, the Parties hereto have signed this Agreement.

Town of Pembroke Park	**CERA Software, Inc.**
By:_____	**By:**_____
Print:_____	**Print:**_____
Title:_____	**Title:**_____

Exhibit A. Order Form

Billing Start Date: _____

Service Start Date: _____

SERVICES

Subject to the terms and conditions of the Agreement, Licensor will provide to Subscriber the following Services for the following fees:

1. **Technology Description:**

a. CERA Public Safety Platform for members of the Pembroke Park Police Department
b. CERA Duress Application for all municipal locations and municipal employees
c. CERA Duress Application for all Public and Charter Schools (K-12) within the municipality of the Town of Pembroke Park
d. All training, onboarding and support for the term of the agreement

2. **Term**: The term of this Schedule will commence as of the Billing Start Date and will end on June 30th, 2023 ("Initial Term"). After the Initial Term, the Agreement shall automatically renew.

3. **Fees: NO FEE FOR SUBSCRIBER; See Exhibit D-**Paid by Third-Party Payor, Stand With Parkland. If the Third Party Payor fails to remit payment to the Licensor, Subscriber will not be responsible for remitting any unpaid amounts to the Licensor.

4. **Maximum Number of Authorized Users:** Unlimited municipal Users

5. **Access:** Access is limited to Authorized Users.

6. **Training Rates :** All training is included for the three-year term

SUPPORT SERVICES

Support Services as set forth on **Exhibit B.** ("Support Services Description") are included as part of the Fees.

Exhibit B. Service Level and Support Services Agreement

Licensor will provide the Service to Subscriber, not including scheduled maintenance time. Scheduled maintenance time will not exceed five (5) hours a month, and will take place during Non-Peak Hours. “Non-Peak Hours” will be the hours between 12:00 AM and 5:00 AM EST. The Service and Work Products will function and be available as provided in this Agreement with the Uptime specified below (with the exception of any scheduled maintenance performed by Licensor).

Technical Contacts. During the Term and any renewal term of the Agreement, Licensor will make available a technical point of contact for Subscriber technical support inquiries.

Deductions from Monthly Fees as a result of Service Level Non-Performance. If Licensor has failed to meet any of the Service Levels set forth herein, Subscriber will be entitled to receive deductions from its monthly fee as set forth below. Deductions are expressed as a percentage of Licensor’s total monthly charges during the month in which the service deduction applies, with each section being applied separately against the total monthly charges and then the totals of each chart aggregated.

Uptime. Licensor will provide an Uptime of 99% or better, and Uptime as defined herein will include any significant third party product included in the Service. If Licensor’s noncompliance is from 1% to 2%, Company will be credited five (5) percent (5%) of its monthly fee. If noncompliance is from 2 % to 5%, the credit will be ten percent (10%) of the monthly fee. There will be an additional two percent (2%) credit of the monthly fee for each additional one percent (1%) of noncompliance beyond __%.

Alternate Clauses/Definitions for SLAs:

"Downtime" means, for a domain, if there is more than a five percent user error rate. Downtime is measured based on server side error rate.

"Downtime Period" means, for a domain, a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

"Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.

"Scheduled Downtime" means those times where Licensor notified Customer of periods of Downtime at least five days prior to the commencement of such Downtime. There will be no more than twelve hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.

Exhibit C. [Form of Task Order]

Task Order #___

THIS IS TASK ORDER #___, BEING EXECUTED PURSUANT TO SAAS AGREEMENT BETWEEN CERA Software, Inc. ("LICENSOR") AND [name] ("SUBSCRIBER") DATED AS OF [date] (THE "AGREEMENT").

Project: _____ Hourly Rate:____ Actual # of Hours ____ Billed # of Hours ____ Actual Cost ____ Billed Cost ____

Total:

ESTIMATE FOR PROJECT

Notes:

1. Above fees are billed in advance to the **Third Party Payor**.

2. All work is performed on a time and materials basis. This Task Order is a good faith estimate of the work required to complete the Task Order based on past experience and basic analysis of the project.

3. Intellectual Property Ownership Provision: The Intellectual Property Ownership Provisions of the Agreement are incorporated by reference herein.

4. Acceptance: The Deliverables described in the Project Scope of this Task Order will be deemed accepted by Subscriber upon receipt by Licensor of written notice by Subscriber that the Deliverables have been accepted.

CERA Software, Inc. Professional Services Rate Schedule:

Development Resource: $_____ per hour

Account Management Resource: $_____ per hour

Accepted by: Subscriber: _____

By:		
Name:		
Title:		
Date:		

Exhibit D. Funding Confirmation Letter

STAND WITH PARKLAND®

The National Association of Families for Safe Schools

December 18, 2023

Chief Ra Shana Dabney-Donovan
Pembroke Park Police Department
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Chief Dabney-Donovan,

Stand with Parkland - The National Association of Families for Safe Schools - is a national organization representing American families committed to advocating for practical public safety reforms focused on the security of students and staff at school, improved mental health support, and responsible firearms ownership. We were founded by the families whose loved ones were taken in the Parkland, Florida school massacre on February 14, 2018. Although we are devastated by loss of our beloved spouses and children while at school, we work to help avoid mass shootings in schools.

Stand with Parkland has received a BJA Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program from the fiscal 2023 federal budget. The purpose of this grant is to provide funding to programs that use technology to improve school safety so that they may provide cost-free implementation to communities such as yours.

Following your decision to implement an agreement with CERA Software, Inc. Stand with Parkland is offering to use a portion of our grant funding to provide the CERA Software, Inc platform in the Town of Pembroke Park in partnership with the Pembroke Park Police Department. The duration of the funding will be through end of our Grant authorization on June 30, 2026 or the termination of the Pembroke Park Police Department/CERA Software, Inc agreement, whichever comes first. This funding arrangement is between CERA Software, Inc and Stand with Parkland – The National Association of Families for Safe School.

We applaud the decision of Chief Ra Shana Dabney-Donovan to proactively promote school safety by using CERA Software, Inc to enhance the ability of students, and staff, to report vital information in order to have it relayed to responding officers, and on scene commanders, thus helping prevent a tragedy similar to what our Founding families have suffered. Stand with Parkland is pleased to partner with CERA Software, Inc by providing grant funding for this innovative pilot program helping to continue our mission to improve the safety of all students and teachers at school.

Please contact us with any questions you may have.

Tony Montalto
President
Stand with Parkland – The National Association of Families for Safe Schools

STANDWITHPARKLAND.ORG | 5944 CORAL RIDGE DRIVE #273 | CORAL SPRINGS, FL 33076 | INFO@STANDWITHPARKLAND.ORG

Area Agency on Aging of Broward County

42nd Annual Installation Dinner

Join us as we honor

VOLUNTEER OF THE YEAR

Pauline Grant

PROJECT LEADER OF THE YEAR

Patricia Jones, Project Director
Northwest Federated Woman's Club

CORPORATION OF THE YEAR

Sterling Group Foods, Inc.

FAIR SHARE MILESTONE CITIES

City of Coconut Creek (40)
City of Deerfield Beach (35)
Town of Hillsboro Beach (35)
City of Hallandale Beach (20)
City of Weston (15)

42nd Annual Installation Dinner

THURSDAY **25** JANUARY

2024

6:00 pm - 10:00 pm

6 pm: Cocktail Reception 7 pm: Dinner & Awards

Join us for an evening of networking and celebration with local business leaders, elected and appointed officials, and advocates as we honor the dedication of our Board of Directors, Advisory Council & community partners.

RENAISSANCE FORT LAUDERDALE WEST HOTEL

1230 S. Pine Island Rd, Plantation, FL 33324

Visit www.https://www.adrcbroward.org/installation_dinner to make your commitment

42nd Annual Installation Dinner

Support Opportunities

(Side 1 of 2 - Please review both sides)

Platinum Sponsor - $3,000
Includes (20) tickets with company name displayed on table, company name included on-screen during the event in a prominent position, a full-page color ad in the event program, inclusion in pre & post-event publicity, an opportunity to have a featured article in an upcoming issue of an AAABC newsletter, company logo with link in (2) event newsletters, company logo with link displayed on AAABC website, company name included in (4) social media event related posts.

Gold Sponsor - $1,500
Includes (10) tickets with company name displayed on table, company name included on-screen during the event, a full-page color ad in the event program, inclusion in post-event publicity, company logo in (2) event newsletters, company logo with link displayed on AAABC website, company name included in (2) social media event related posts.

Silver Sponsor - $1,000
Includes (6) tickets, company name included on-screen during the event, a half-page color ad in the event program, company logo in (2) event newsletters, company logo with link displayed on the AAABC website, company name included in (2) social media posts related to the event.

Bronze Sponsor - $750
Includes (4) tickets, company name included on-screen during the event, a half-page color ad in the event program, company name in (1) event newsletter, company logo displayed on AAABC website, company name included in (1) social media post related to the event.

Copper Sponsor - $500
Includes (2) tickets, a quarter-page color ad in the event program, company name in (1) event newsletter, Company name displayed on AAABC website.

Supporter Sponsor - $200
Includes (1) ticket, a business card color ad in the event program, company name displayed on AAABC website.

Deadline for Sponsorships & Ads is Friday, January 5, 2024.

42nd Annual Installation Dinner

Support Opportunities

(Side 2 of 2 - Please review both sides)

Ads

Full Page - $300

Dimensions: 8" w, 10.5" h

Quarter Page - $100

Dimensions: 4" w, 5.25" h

Half Page - $150

Dimensions: 8" w, 5.25" h

Business Card - $50

Dimensions: 3.5" w, 2" h

Please submit camera-ready artwork (300 dpi minimum, submitted as either an .eps, .jpeg, .pdf, or .png file) by Friday, January 5, 2024.

Need help designing your ad? We can help!
Please email events@adrcbroward.org.

Tickets

Tickets are $125 each

Dinner Options

Grilled Breast of Chicken with Toscana White Wine Sauce, served with roasted fingerling potatoes

Pan Seared Salmon with Citrus and Italian Herb Sauce, served with roasted fingerling potatoes

Curry Vegetables with Seasame Tofu, served with Coconut Jasmine Rice **vegetarian & gluten free**

Deadline for Tickets is Friday, January 19, 2024.

Area Agency on Aging
of Broward County

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 13th day of September, 2023, by and between:

Town of Pembroke Park, a municipal corporation of the State of Florida with a business address of **3150 S.W. 52nd Avenue, Pembroke Park, FL 33023** (hereinafter referred to as the "TOWN")

and

Projected Point, Inc., authorized to do business in the State of Florida, with a business address of **140 N.W. 70th Street, #103 Boca Raton, FL 33487** (hereinafter referred to as the "CONSULTANT"). TOWN and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The TOWN seeks to engage CONSULTANT, as a professional service provider, as defined in Section 2-121 of the Town's Code of Ordinances; however, the services provided by the CONSULTANT, as more particularly described in Exhibit "A," shall not include any professional services as defined by Section 287.055, F.S.

1.2 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform general financial consulting and finance department assistance, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof. In the event of any conflicts between this Agreement and Exhibit "A" this Agreement shall prevail.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONSULTANT hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the TOWN promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the TOWN.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of TOWN.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon execution of this Agreement and shall terminate upon completion of the work set forth in Exhibit "A," to the satisfaction of the TOWN.

3.2 This Agreement may be terminated by either party for cause, or by the TOWN for convenience, upon seven (7) days' written notice by the TOWN to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to TOWN immediately.

3.3 SCRUTINIZED COMPANIES. CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subConsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subConsultants are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be entitled to invoice TOWN on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by TOWN. The CONSULTANT'S rate of compensation shall be set forth in Exhibit "A."

4.2 TOWN will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

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

4.4 Payment will be made to CONSULTANT at:

Projected Point, Inc.
140 NW 70th Street, #103
Boca Raton, FL 3487

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the TOWN, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONSULTANT shall indemnify and save harmless and defend the TOWN, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the TOWN or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The TOWN's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the TOWN hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7
INSURANCE

7.1 The CONSULTANT shall indemnify and hold harmless the TOWN and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TOWN or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or subConsultants. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TOWN, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the TOWN or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager

of the TOWN nor shall the CONSULTANT allow any subConsultant to commence work on his subcontract until all similar such insurance required of the subConsultant has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the TOWN's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the TOWN with notice of cancellation or the CONSULTANT shall obtain written agreement from its Agent to provide the TOWN with notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the TOWN. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. General Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The Town of Pembroke Park must be shown as an additional insured with respect to this coverage.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subConsultants similarly to provide Workers

Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his subConsultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide TOWN proof of such exemption along with a written request for TOWN to exempt CONSULTANT, written on CONSULTANT letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

7.7.1 The Town of Pembroke Park shall be named as an Additional Insured on each of the General Liability policies required herein
7.7.1 Waiver of all Rights of Subrogation against the TOWN
7.7.3 30 Day Notice of Cancellation or Non-Renewal to the TOWN
7.7.4 CONSULTANTs' policies shall be Primary & Non-Contributory
7.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the TOWN
7.7.6 The Town of Pembroke Park shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 CONSULTANT shall name the TOWN, as an additional insured on each of the General Liability policies required herein and shall hold the TOWN its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subConsultant in the same limits and with all requirements as provided herein, including naming the TOWN as an additional insured, in any work that is subcontracted unless such subConsultant is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to TOWN. The CONSULTANT and any subConsultants shall maintain such policies during the term of this Agreement.

7.10 The TOWN reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8
INDEPENDENT CONSULTANT

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the TOWN 's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with TOWN, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the TOWN and the TOWN will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

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

10.1.1 Keep and maintain public records required by the TOWN to perform the service;

10.1.2 Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the TOWN; and

10.1.4 Upon completion of the contract, CONSULTANT shall transfer to the TOWN, at no cost to the TOWN, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

10.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the TOWN may terminate the Agreement.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

TOWN CLERK
3150 S.W. 52nd AVENUE
PEMBROKE PARK, FL 33023
(954) 966-4600
townclerk@tppfl.gov

ARTICLE 11
MISCELLANEOUS

11.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of TOWN whether or not the project for which they are made is completed. TOWN hereby agrees to use CONSULTANT's work product for its intended purposes.

11.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subConsultants to keep records and accounts as may be necessary in order to record complete and

correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by TOWN and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by TOWN of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

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

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

11.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

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

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Consultant Projected Point, Inc.
140 N.W. 70th Street, #103
Boca Raton, FL 33487
Telephone No. (352) 536-0035

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

11.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

11.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

11.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

11.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the TOWN and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

11.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

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

11.13 **Scrutinized Companies** CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for,

or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

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

11.13.2.2 Is engaged in business operations in Syria.

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

11.14.1 Definitions for this Section:

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

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

11.14.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

11.14.2 Registration Requirement; Termination:

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

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

11.14.2.2 All persons (including subconsultants/subcontractors) assigned by

Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

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

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

TOWN:

TOWN OF PEMBROKE PARK, FLORIDA

ATTEST:

DocuSigned by:
Marlen Martell
410D02AC7D4A446...
MARLEN MARTEL, TOWN CLERK

By: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...
OFFICE OF THE TOWN ATTORNEY

CONSULTANT:
Projected Point, Inc.
David DiLena, CPA

By: _____
Name: DAVID M. DiLENA
Title: President

STATE OF ~~Palm Beach~~ Florida)
COUNTY OF Palm Beach)

{00579069 1 3399-0000000 }

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BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared **David DiLena, CPA as and on behalf of Projected Point, Inc.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 21st day of September **2023**.

Lanelda Gaskins
NOTARY PUBLIC

Lanelda Gaskins
(Name of Notary Typed, Printed or Stamped)

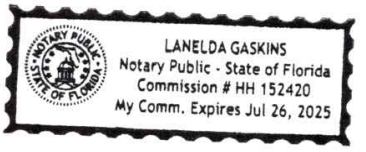

EXHIBIT "A"
(SCOPE OF SERVICES / COMPENSATION)

Scope of Services Outline: Interim Finance Director

This scope of services outlines the responsibilities and expectations for the Interim Finance Director position for an initial period of four (4) months. After this period, compensation will be re-evaluated based on performance and organizational needs.

The Interim Finance Director will undertake the following responsibilities during the initial four (4) -month period: **Bold items are the main objectives for the initial four (4) -month period.**

- Ensure the organization's financial operations comply with all relevant laws, regulations, and recommendation issued by the Florida Legislature Joint Legislative Auding Committee and the Florida Auditor General.
- Collaborate with legal and compliance teams to address compliance issues (if any).
- Ensure compliance with relevant financial regulations and industry standards.
- Oversee and lead the finance team, providing guidance and support.
- Foster a culture of accountability, collaboration, and continuous improvement.
- **Manage staff**, including recruitment, performance evaluations, and **professional development.**
- **Prepare for and manage financial audits, working closely with external auditors.**
- **Maintain financial records and documentation in accordance with audit requirements.**
- Analyze financial data to provide insights and recommendations for improving financial performance.
- **Prepare and manage budgets**, forecasts, and financial plans.
- Ensure accurate and timely financial reporting to senior management.
- Assess financial risks and recommend appropriate risk mitigation strategies.
- **Communicate financial performance, public meetings** and strategic initiatives to the board, senior management, and other stakeholders.

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- **Address financial inquiries** and provide clear and concise explanations.

Compensation

Compensation for the Interim Finance Director will be set at $7,500 per month for the initial four (4) -month period. After the initial four (4) months, compensation will be re-evaluated based on performance and organizational needs. Potential adjustments will be discussed and agreed upon mutually.

Regular performance evaluations will be conducted throughout the interim period, focusing on key deliverables and overall contributions. A review and compensation adjustment discussion will take place at the end of the initial four (4)-month period.

The Interim Finance Director is expected to maintain strict confidentiality regarding all financial matters and sensitive organizational information.

This scope of services outlines the key responsibilities, including staff management, regulatory compliance, and audit preparation, for the Interim Finance Director position. The goal is to ensure effective financial leadership during the initial four (4)-month period and provide a basis for compensation re-evaluation based on performance and organizational needs thereafter.

AGENDA ITEM REPORT

To:
Subject: Purchase of (2) new Ford F-150 pick up trucks.
Meeting:
Department: Public Works
Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:
Presently the Parks division has a 2004 Dodge pick up truck that is currently inoperable due to several issues and is in need of repairs that would most likely cost more than the vehicle is worth. This vehicle has been in service for 20 years, has nearly a 100,000 miles and is past it's useful life. Similarly the Sewer division has a 2007 Ford pick up truck with 17 years of service and 136,500 miles that is also in need of repairs. Staff recommends we purchase two new trucks that are required for daily operations.

FINANCIAL IMPACT:
Not to exceed $82,000.00. Pricing is based on the Florida Sheriffs Association Cooperative Purchasing Program Contract FSA23-VEL31.0.

POLICY IMPLICATIONS:
None

RECOMMENDATION:
Staff is recommending the approval for the purchase of two new pick up trucks for the Public Services Department.

ALTERNATIVES:
Continue to pay for costly repairs to vehicles that are past their useful life.

ATTACHMENTS:
Q#7697536 2023 Ford F-150 Supercab

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

Marlen Martell, Town Clerk	None

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Open-End (Equity) Lease Rate Quote

Quote No: 7697536

Prepared For: Town of Pembroke Park, Florida
Vickers, Horace

Date 12/20/2023
AE/AM JG9/A0M

Unit #
Year 2023 **Make** Ford **Model** F-150
Series XL 4x2 SuperCab 6.5 ft. box 145 in. WB
Vehicle Order Type In-Stock **Term** 48 **State** FL **Customer#** 597381

$ 40,375.26		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** FL
$ 450.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 0.00		Other: (See Page 2)
$ 40,371.22	*	Capitalized Price Reduction
$ 0.00	*	Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 4.04		Total Capitalized Amount (Delivered Price)
$ 0.06		Depreciation Reserve @ 1.5000%
$ 63.12		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
, Including Management Fee of		$ 60.56
$ 63.18		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management
$ 48.38		Full Maintenance Program[3] Contract Miles 40,000
		Incl: # Brake Sets (1 set = 1 Axle) 0
$ 48.38		**Additional Services SubTotal**
$ 0.00		Sales Tax 7.0000% **State** FL
$ 111.56		**Total Monthly Rental Including Additional Services**
$ 1.16		Reduced Book Value at 48 Months
$ 400.00		Service Charge Due at Lease Termination

Comp/Coll Deductible 0 / 0
OverMileage Charge $ 0.0648 Per Mile
Tires 0
Loaner Vehicle Not Included

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Please Provide
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Black w/Medium Dark Slate w/Vinyl 40/20
Lic. Plate Type	Government
GVWR	0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE Town of Pembroke Park, Florida

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction

of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Legacy Liftgate	C	$ 5,244.00
Legacy Auto Transporter	C	$ 0.00
Total Aftermarket Equipment Billed		$ 0.00
Total Aftermarket Equipment Capitalized		$ 5,244.00
Aftermarket Equipment Total		$ 5,244.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	$ 200.00
Courtesy Delivery Fee	C	$ 0.00
Total Other Charges Billed		$ 200.00
Total Other Charges Capitalized		$ 0.00
Other Charges Total		$ 200.00

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Open-End (Equity) Lease Rate Quote

Quote No: 7697536

VEHICLE INFORMATION:

2023 Ford F-150 XL 4x2 SuperCab 6.5 ft. box 145 in. WB - US

Series ID: X1C

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$37,431	$39,195.00
Total Options	$-4,354.74	$-6,118.74
Destination Charge	$1,995.00	$1,995.00
Total Price	**$35,071.26**	**$35,071.26**

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: AS-(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A Standard	$-683.00	$-750.00
145WB	145" Wheelbase	STD	STD
425	50 State Emissions	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
53B	Class IV Trailer Hitch Receiver	$286.00	$315.00
64C	Wheels: 17" Silver Steel	Included	Included
99B	Engine: 3.3L V6 PFDI	Included	Included
A	Vinyl 40/20/40 Front Seat	NC	NC
AS_02	(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
DEA ADJ	Dealer Adjustment	$-3,957.74	$-5,683.74
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,250 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: 245/70R17 BSW A/S	Included	Included
SYNC	SYNC 4	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X19	3.55 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors 4
- Rear Driver Door: reverse opening rear passenger doors
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip
- Rear Step Bumper: rear step bumper
- Box Style: regular
- Body Material: aluminum body material
- : class IV trailering with harness, hitch
- Grille: black grille

Convenience Features:
- Air Conditioning manual air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (front doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:
- radio AM/FM stereo with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type delay-off aero-composite halogen headlamps
- Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance

Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac with Curve Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents

Standard Engine:

Engine 290-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

AGENDA ITEM REPORT

To: Commission
Subject: Emergency Meeting items
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Nov 27 2023
Department: Administrative
Staff Contact: Erik Morrissette, Vice Mayor

BACKGROUND INFORMATION:

Based on the item discussed at the emergency meeting on November 14th. It would be prudent to approve safeguards for the Community Farm/Garden.

FINANCIAL IMPACT:

Obtain the inventory tools, pesticides, access to the garden.

RECOMMENDATION:

At the emergency meeting the Mayor discussed bringing forth a Resolution to “Banning any Livestock and Poultry in the Community Farm/Garden. There was additional discussion on “Stopping the waste of resources in the Community Farm/Garden. The Town should have access to Town property aka the Community Farm/Garden and honor the lease agreement with “Hands on Broward” approved in 2014.

ORDINANCE NO. 2024-001

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 17 OF THE TOWN' S CODE OF ORDINANCES, ENTITLED "NOISE;" PROVIDING DEFINITIONS FOR NOISE, NOISE DISTURBANCE, AND PLAINLY AUDIBLE; PROVIDING FOR VIOLATIONS WHEN NOISE IS PLAINLY AUDIBLE AT CERTAIN DISTANCES IN VARIOUS ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town staff recently reviewed the Town's noise ordinances and desire to update the ordinance to provide for clarified definitions and improved enforceability; and

WHEREAS, the Town's noise ordinance was last updated in 2001; and

WHEREAS, the Town staff desire to use the plainly audible standard in addition to decibel readings to aid in the enforcement of the Town's noise ordinances ; and

WHEREAS, the use of a plainly audible standard will improve the health, safety, and welfare of the residents of the Town; and

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

WHEREAS, the Town Commission finds that updating the Town code to provide for definitions for noise, noise disturbance, and plainly audible, in addition to providing for violations when noise is plainly audible at certain distances in various zoning districts is in the best interests of the citizens and residents of the Town.

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

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

Section 2. Chapter 17 of the Town' s Code of Ordinances entitled "Noise," is amended as follows:

Chapter 17 - NOISE

Sec. 17-1. - Declaration of intent.

The Commission of the Town of Pembroke Park finds and declares that excessive sound is a serious hazard to the public health, welfare, safety and quality of life; that a substantial body of science and technology exists by which excessive sound may be substantially abated; and that people have a right to and should be ensured an environment free from excessive sound that may jeopardize their health, welfare or safety or degrade the quality of life.

Sec. 17-2. - Definitions.

(a)All terminology used in this chapter, not defined below, shall be in conformance with applicable publications of the American National Standards Institute (ANSI) or its successor body.

(b)The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A weighting is the electronic filtering in sound level meters that models human hearing frequency sensitivity.

Background sound level is the total sound pressure level in the area of interest excluding the noise source of interest.

Commercial area is all property which is used primarily for the sale of merchandise or goods, or for the performances of services, or for office or clerical work.

Construction means any site preparation, assembly, erection, repair, alteration, demolition or similar action on public or private right of way, structures, buildings, utilities or similar property.

Decibel (dB) means a unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micropascals (twenty (20) micronewtons per square meter).
dBA is the A-weighted unit of sound pressure level.

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action; economic loss shall not be a factor in the determination of an emergency. It shall be the burden of an alleged violator to prove an "emergency".

Emergency work means any work performed for the purpose of preventing or alleviating the physical trauma or property damage, but not economic loss, threatened or caused by an emergency.

Impulsive sound means a sound of short duration, usually less than one (1) second, with an abrupt onset and rapid decay. Examples of sources of impulsive sound includes explosions and the discharge of firearms.

Industrial area is any property which is used primarily for manufacturing or processing.

Legal holidays recognized by the Town of Pembroke Park include New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day.

Muffler, means a sound-dissipative device or system for attenuating the sound of escaping gases of an internal combustion engine.

Multi-family dwelling is any building or other shelter that has been divided into separate units to house more than one (1) family.

Noise means for the purposes of this chapter, any sound that is in violation of any provision of this chapter. ~~any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans~~.

Noise disturbance means any sound which is unreasonably loud, raucous, or jarring to reasonable persons of ordinary sensibilities, or any sound which affects the health, safety, or welfare of other persons, or exceeds the noise levels as defined. ~~is any sound that (a) endangers the safety or health of any person, (b) disturbs a reasonable person of normal sensitivities, or (c) endangers personal or real property.~~

Octave band is all of the components in a sound spectrum whose frequencies are between two (2) sine waves components separated by an octave.

Person means any natural person, individual, public corporation, firm, association, joint venture, partnership, municipality, governmental agency, political subdivision, public officer, or any other entity whatsoever or any combination of such, jointly or severally.

Plainly audible means any sound that can be detected by a person using his or her unaided hearing faculties.

Public right-of-way means any street, avenue, boulevard, highway, sidewalk, or alley, or similar place normally accessible to the public which is owned or controlled by a governmental entity.

Public space is any real property or structures thereon that is owned, leased, or controlled by a governmental entity.

Real property line means any imaginary line along the surface, and its vertical plane extension, which separates the real property owned, rented or leased by one (1) person from that owned, rented or leased by another person, excluding intrabuilding real property divisions.

Residential area is all property on which people live and sleep, or parks or hospitals or schools or nursing homes of that which is not commercial or industrial.

Sound means an oscillation in pressure, particle displacement, particle velocity or other physical parameter in a medium with internal forces that cause compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

Sound level means the weighted sound pressure level obtained by the use of a metering characteristic and weighting A, B or C as specified in American National Standards Institute specifications for sound level meters ANSI 51.4-1983, or in successor publications. If the weighting employed is not indicated, the A-weighting shall apply.
Sound level meter (SLM) is an instrument used to measure sound pressure levels conforming to Type 1 or Type 2 standards as specified in ANSI Standard 51.4-1983 or the latest version thereof.
Sound pressure level (SPL) is twenty (20) multiplied by the logarithm, to the base 10, of the measured sound pressure divided by the sound pressure associated with the threshold of human hearing, in units of decibels.

Weekday means any day, Monday through Friday, that is not a legal holiday.

Sec. 17-3. - Sound level limitations.

(a) No person shall cause, suffer, allow, or permit the operation of any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in Table 1 when measured at or within the real property line of the receiving property using the slow response setting unless otherwise noted. Such a sound source would constitute a noise disturbance.

TABLE 1
SOUND LEVEL LIMITS BY RECEIVING PROPERTY

Receiving Property Category	Time	Sound Level Limit (dBA)
Residential, Public Space, or Institutional	7:00 a.m.—7:00 p.m.	60
	7:00 p.m.—7 a.m.	50
Commercial or Business	7:00 a.m. - 7:00 p.m.	65
	7:00 p.m.—7:00 a.m.	60
Industrial or Manufacturing	At all times	70

(1) If the noise is an impulsive sound, the fast response setting shall be used and the daytime (7:00 a.m.—7:00 p.m.) limits of Table 1 shall be increased by ten (10) dBA.

(2) In a multi-family dwelling, it shall be unlawful to create or permit to be created any noise that exceeds the daytime (7:00 a.m.—7:00 p.m.) limit of fifty-five (55) dBA and the nighttime (7:00 p.m. - 7:00 a.m.) limit of forty-five (45) dBA as measured from a neighbor's dwelling.

(3) In addition to the limits of Table 1 and section (a)(2), for any sound source which impacts residential, public space or institutional property, the maximum allowable sound level limits for the individual octave bands whose centers are sixty-three (63), one hundred twenty-five (125), two hundred fifty (250) and five hundred (500) Hertz shall not exceed sixty-five (65) dB.

(b) The following are exempt from the sound level limits of subsection (a):

(1) Noise from emergency signaling devices;

(2) Sound from church bells and chimes when a part of a religious observance or service;

(3) Noise from landscape and yard equipment when operated between 8:00 a.m. and 8:00 p.m. on weekdays and between 9:00 a.m. and 8:00 p.m. on weekends and legal holidays, provided all motorized equipment are equipped with functioning mufflers.

(4) Noise from construction activity between 7:00 a.m. and 6:00 p.m. on weekdays and between 9:00 a.m. and 6:00 p.m. on weekends and legal holidays provided all motorized equipment used in such activity are equipped with functioning mufflers.

(c) No person shall cause, allow, or permit the operation of any amplified sound device from the following use districts or locations in the following manner:

1.*Residential use:*

i. Sound shall not be plainly audible for a period of one (1) minute or longer at a distance of twenty-five (25) feet or more when measured from the source property line between the hours of 7:00 p.m. and 7:00 a.m. daily.

ii. Sound shall not be plainly audible for a period of one (1) minute or longer at a distance of fifty (50) feet or more when measured from the source property line between the hours of 7:00 a.m. and 7:00 p.m. daily.

2. *Commercial, mixed-use, or industrial, or other uses.* No person shall cause, allow, or permit the operation of any amplified sound device plainly audible for a period of one (1) minute or longer at a distance of fifty (50) feet or more when measured from the source property line.

Sec. 17-4. - Exemptions.

The provisions of this chapter shall not apply to:

(a) The generation of sound for the purpose of alerting persons to the existence of an emergency;

(b) The generation of sound in the performance of emergency work; or

(c) Noise generated from municipal sponsored or approved celebrations or events.

Sec. 17-5. - Enforcement procedures.

(a) The Town of Pembroke Park may prosecute noise related violations by issuance of a Town of Pembroke Park Ordinance Citation, in which case, the penalty for a violation shall be as set in Chapter 7 of the Code of Ordinances. If the violation is of a continuing nature, each day during which it occurs shall constitute a separate violation.

(b) In lieu of issuing a citation as provided in subsection (a), the certified code enforcement officer or law enforcement officer of the Town of Pembroke Park may issue an order requiring immediate abatement of any sound source alleged to be in violation of this chapter.

(c) No provision of this chapter shall be construed to impair any common law or statutory cause of action, or legal remedy therefrom, of any person for injury or damage arising from any violation of this chapter or from other law.

Sec. 17-6. - Reserved.

Sec. 17-6.1. - Noise and businesses, restriction on hours of operation.

It shall be unlawful for any person to perform labor or work, or to operate or conduct any business or enterprise in the Town except between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday at a location within two hundred (200) feet of inhabited dwellings, apartments, mobile homes, or hotels which emits noise from the operation of such business or enterprise that disturbs or is detrimental to the health, peace and quiet of any occupants thereof. In the event that any emergency exists, or conditions with reference to the operation of any business are such that it would be unjust and inequitable for same not to be operated during the prohibited hours, upon application made to the Town Manager, and after an investigation has been conducted by him or her, the Town Manager may issue a permit authorizing any business to operate for only a limited period of time.

Sec. 17-7. - Construction operations.

It shall be unlawful for any person to engage in the erection, including excavating, demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. on any day except in case of urgent necessity in the interest of public health and safety and then only with a permit from the Building Official. Such permit may be granted for a period not to exceed three (3) days or less while the emergency continues, and may be renewed for periods of three (3) days or less while the emergency continues. If the Building Official shall

determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he shall further determine that no loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m. upon application being made at the time the permit for the work is awarded or during the progress of the work.

Secs. 17-8—17-10. - Reserved.

Sec. 17-11. - Enforcement.

(a) The Town may prosecute noise related violations by issuance of a notice of violation, which violation will be brought before the Town Code Enforcement Board and a penalty for a violation shall be as set forth in Chapter 162, Florida Statutes. If the violation is of a continuing nature, each day during which it occurs shall constitute a separate violation.

(b) In lieu of issuing a notice of violation, the Town may institute a judicial proceeding requesting the immediate abatement of any sound source alleged to be in violation of this article.

(c) No provision of this article shall be construed to impair any common law or statutory cause of action, or legal remedy therefrom, of any person for injury or damage arising from any violation of this article or from other law.

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 remaining portions or applications remaining in full force and effect.

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

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ___ DAY OF _____, 2024.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ___ DAY OF _____, 2024.

ATTEST:

_____
ASHIRA MOHAMMED
Mayor

_____
MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

_____
JACOB G. HOROWITZ
Interim Town Attorney

VOTE

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

AGENDA ITEM REPORT

To:	Commission
Subject:	Purchase of office furniture
Meeting:	01 03 2024 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Jan 03 2024
Department:	Administrative
Staff Contact:	Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Some of the offices for the Commissioners are not furnished.

FINANCIAL IMPACT:

Depending on layout cost.

RECOMMENDATION:

Direct staff to purchase and set up the offices.

ATTACHMENTS:

Furniture
Furniture Estimate_12.29.23

OFW

OFFICE FURNITURE WAREHOUSE

Experience @ Work

PROPOSAL FOR

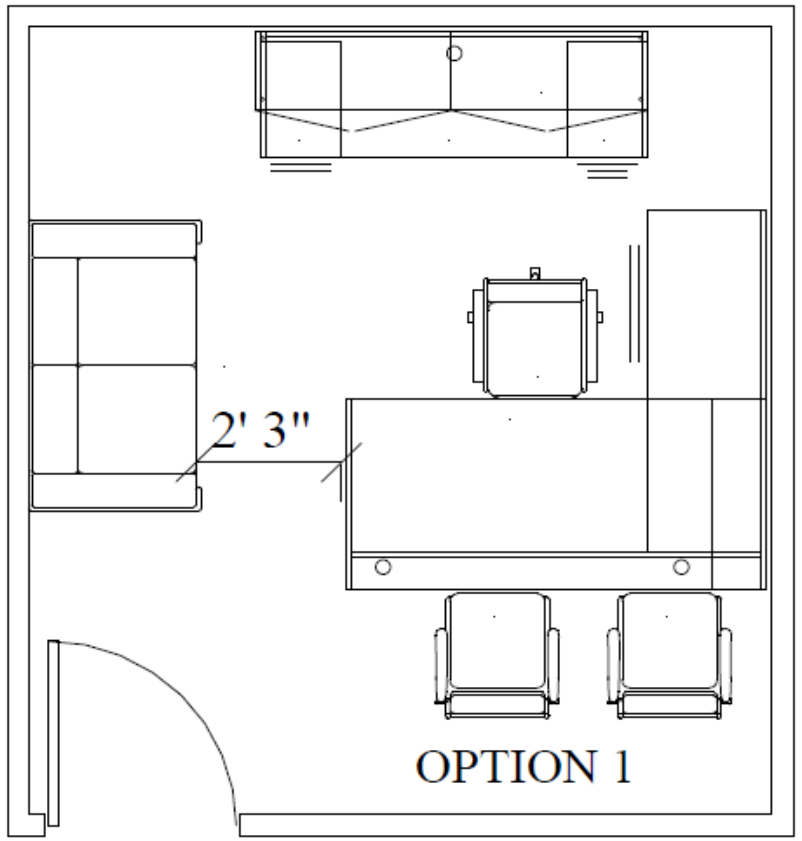
TOWN OF PEMBROKE PARK
FLORIDA
The Small Town that Means Big Business

Presented by Carolina Clayton.

Design/Sales Consultant

COM./MUSFIKA'S OFFICE

Grey



office furniture WAREHOUSE experience @ work

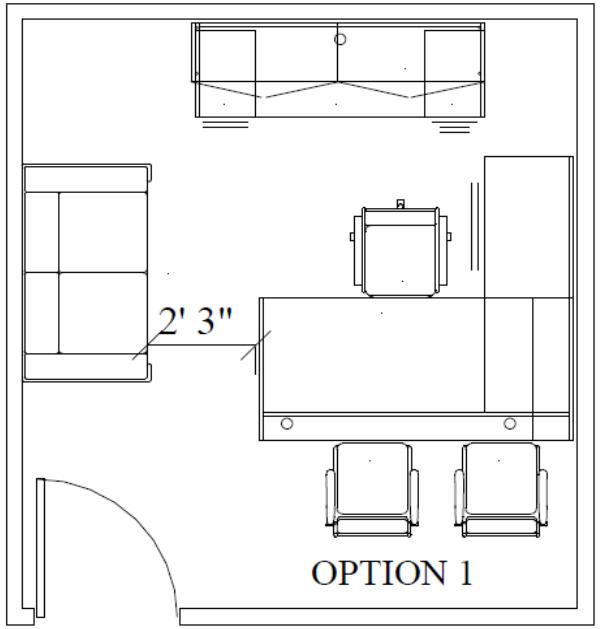
office furniture
WAREHOUSE
experience @ work

office furniture
WAREHOUSE
experience @ work

COM./MUSFIKA'S OFFICE

2D OVERALL FURNITURE LAY OUT

COM./MUSFIKA'S OFFICE



Approved by:_____
Date:_____
Room dimensions provided by customer.
Lead time: IN STOCK.

office furniture WAREHOUSE experience @ work

office furniture
WAREHOUSE
experience @ work

Cohesive Design

From the reception, to your office, conference room and even the kitchen, OFW VL Laminate solutions creates a consistent look throughout you entire office. Feel confident that this product will be available for many years to come, allowing you to add on as your business grows.

Reception, Private Office & Open Plan.

Our In TL IN STOCK selection of modular components allows you create open plan environments as well as private office settings that elevate the look and feel of your space. This line is easy to reconfigure so that you can quickly make the changes you need to make. Teaming and collaborative spaces can truly enhance the way your staff executes projects, shares information and communicates.

The Chairs from OFW offers unique office seating solutions for every application of your different office types as well as integrating into the entire design of your workplace.

You can visit either store Miami or Pompano to feel the superior comfort and quality of the OFW Chairs for yourself and decide if OFW seating solutions can fulfill your office seating solution needs.

office furniture
WAREHOUSE
experience @ work

OFFICE FURNITURE WAREHOUSE

3411 NW 72nd Avenue Miami Florida, 33122
Tel: 305.266.4447 Fax: 304.477.2821

SOLD TO:

Stephanie Woodbury
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park FL., 33023
P: 954-966-4600 ext. 238 , F: 954.495.0154

Prepared by
Carolina Clayton

Fri Dec 29 12:12:17 2023

SHIP TO:

swoodbury@tppfl.gov;aghany@tppfl.gov

Item	Color	Mfg	Qty	Tag	Part Number	Part Description	Sell	Ext Sell
1		TER	1		VL	Executive Glass Top L-Shape 78" x 75" With Box/File	$ 1,699.99	$ 1,699.99
					VL-7875L	Executive L-Shape Shell with Box/File		
					VL-7875TOP-GL	Glass Top		
						Textured Grey Wood Grain		
2		OFW	1		VL	Credenza - 72W x 24D - Double Full Ped	$ 829.99	$ 829.99
					VL-7224CS	Credenza Shell, 72"W x 24"D		
					VL-BBF	Box/Box/File Full Pedestal, 22"D		
					VL-FF	File/File Full Pedestal, 22"D		
						Textured Grey Wood Grain		
3		TER	1		VL	Hutch With Glass Doors	$ 659.99	$ 659.99
					VL-72HUTCH	Hutch Shell, 72"W		
					VL-DOOR-GL	Glass Doors For Hutch		
						Textured Grey Wood Grain		
4		TER	1		Ortona-LS-BK	Ortona Series Love Seat	$ 699.99	$ 699.99
						Black		
5		OFW	1		VL	End Table with Glass Top	$ 269.99	$ 269.99
					VL-END-GL			
						Textured Grey Wood Grain		
6			1		LOD88BLK	Exeutive Leather Chair Black	$ 869.99	$ 869.99
7			2		LOD20BKL	Guest Leather Chair Black	$ 459.99	$ 919.98
sub						**Subtotal**		**$ 5,949.92**
8		OFW	1	Z-Services	OFWREG	Delivery, Installation and Off-Site Trash Removal	$ 450.00	$ 450.00
						Regular Business Hours - MON thru FRI 8am -5pm		
						Building Restriction may incurr additional charges		
						Non-Split Delivery		
						Grand Total		**$ 6,399.92**

Approved By Initialing Page 9 of 9

MEMORANDUM

TO:	Honorable Mayor & Commissioners of the Town of Pembroke Park
FROM:	Marlen Martell, Town Clerk
DATE:	October 25, 2023
TITLE:	Approval of 2024 Regular Commission Meetings and Workshops

The following is the list of Regular Commission Meeting and Commission Workshop Meetings for 2024:

Regular Commission Meetings	**Commission Workshop Meetings**
	Wednesday, January 3, 2024
Wednesday, January 10, 2024	Wednesday, January 24, 2024
Wednesday, February14, 2024	Wednesday, February 28, 2024
Wednesday, March 13, 2024	Wednesday, March 27, 2024
Wednesday, April 10, 2024	Wednesday, April 24, 2024
Wednesday, May 8, 2024	Wednesday, May 22, 2024
Wednesday, June 12, 2024	Wednesday, June 26, 2024** Summer
Wednesday, July 10, 2024**Summer	Wednesday, July 24, 2024**
Wednesday, August 14, 2024**	Wednesday, August 28, 2024
Wednesday, September 11, 2024	Wednesday, September 25, 2024
Wednesday, October 9, 2024	Wednesday, October 23, 2024
Wednesday, November 13, 2024	Wednesday, November 27, 2024**
Wednesday, December 11, 2024	Wednesday, December 25, 2024***

**TBD Date change/cancellation

Prepared by: Marlen Martell, Town Clerk

MEMORANDUM

TO:	Staff
FROM:	Marlen Martell, Town Clerk
DATE:	October 18, 2023
TITLE:	2024 Holidays

The following is the list of holidays for 2024:

New Year's Day	Monday, January 1, 2024
Martin Luther King Jr. Day	Monday, January 15, 2024
Presidents' Day	Monday February 19, 2024
Memorial Day	Monday, May 27, 2024
Juneteenth	Wednesday, June 19, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Columbus Day	Monday, October 14, 2024
Veterans' Day	Monday, November 11, 2024
Thanksgiving Day	Thursday, November 28, 2024
Day After Thanksgiving Day	Friday, November 29, 2024
Christmas Day	Wednesday, December 25, 2024
New Year's Day	Tuesday, January 1, 2025

Prepared by: Marlen Martell, Town Clerk