



AGENDA

WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, August 24, 2022

Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS	
6. REPORTS OF COMMITTEES AND CITY STAFF	
6.1. Broward Sheriff's Office - Captain Coker, Lt. Gerald Charles BSO PEMBROKE PARK STATS UPDATED 07-2022	6 - 9
6.2. Fire Department - Chief Kane FIRE July	10 - 16
6.3. Legislative Update - Lobbyist Sigerson Lobbyist Capital Hill 2022 Legislative Report Update-DKS 08-15-2022 July 2022 Lobbyist CASGS 08-16-2022 Pembroke Park July Report file copy Lobbyist 2021-22 10 HC-Pembroke Park July Report 08-10-22 Lobbyist DC July 2022 DC grant opportunities Lobby Tidewater	17 - 50
7. BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ	
7.1. July 2022 Monthly Report Agenda Item Report - AIR-22-103 - Pdf	51 - 56
7.2. Vehicle Purchasing for the Building Department Commission to approved this request Agenda Item Report - AIR-22-113 - Pdf	57 - 58
7.3. Building Department Relocation to the Third Floor Commission to approve this request Agenda Item Report - AIR-22-114 - Pdf	59 - 61
7.4. Building Department Fees FY2022-2023	62 - 71

Staff asks the Town Commission to approve this request.

[Agenda Item Report - AIR-22-121 - Pdf](#)

8. CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

8.1. Code Enforcement Report - July 2022 72 - 121

[Code Enforcement Dept. Report - July 2022 - Pdf](#)

8.2. Approval of Special Magistrate Andre McKenney - Town Attorney Anderson, Chief Code Enforcement Officer Ramirez 122 - 127

Approve Appointment of Andre McKenney as Special Magistrate

[Agenda Item Report - AIR-22-111 - Pdf](#)

9. FINANCE DEPARTMENT - FINANCE DIRECTOR BROWN

10. POLICE DEPARTMENT - INTERIM POLICE CHIEF HOWARD

10.1. Axon Taser 128 - 135

Staff recommends the purchase of 25 tasers for our officers/cost is for 5 years

[Agenda Item Report - AIR-22-107 - Pdf](#)

10.2. 18 In-Car Printers and 100 rolls of Thermal Computer paper for same. Previously approved on Feb 11, 2022. 136 - 137

Staff Recommends the purchase of the previously approved in-car printers and the additional 7 printers thermal paper for the newly purchased patrol vehicles.

[Agenda Item Report - AIR-22-118 - Pdf](#)

11. PLANNING DEPARTMENT - TOWN PLANNER SCHWARTZ

12. HUMAN RESOURCES - HR DIRECTOR FRIEDMAN

13. IT DEPARTMENT - IT DIRECTOR PAKULA

14. PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR CLARK

14.1. Public Services Department Monthly Report - August 2022 138 - 142

For Information

[Agenda Item Report - AIR-22-119 - Pdf](#)

14.2. S.W. 52nd Avenue - sinkhole repair - Public Services Director Clark 143 - 173

We are looking for direction from the commission.

[Agenda Item Report - AIR-22-102 - Pdf](#)

[PS SW 52nd Ave Sink Hole](#)

[Presentation Sw 52nd Ave Sink Hole Presentation-Final](#)

14.3.	Elevator maintenance - oil change	174 - 177
	We are recommending approval. Otis Elevator oil change	
14.4.	Procedure for Requesting Utility Box Wrapping from Broward County	178 - 195
	For Information and Seeking Commission Directives Agenda Item Report - AIR-22-115 - Pdf	
14.5.	Asphalt replacement - S.W. 55th Avenue, S.W. 33rd and 34th Street	196
	Weekley Asphalt 55th Ave	
14.6.	Holiday Lighting	197 - 224
	We are recommending approval. Holiday Lighting AHD-Pembroke Park presentation-2021	
14.7.	Resolution for Award of 47th Year CDBG Preserve Safety Improvement	225 - 227
	Procedural Action 2022-014 CDBG 47th Year Award Resolution	
14.8.	Electrical Continuing Service Contract	228 - 230
	Commission approval Agenda Item Report - AIR-22-117 - Pdf	
15.	TOWN ATTORNEY ANDERSON	
15.1.	BSO Interim Police Services Contract	231 - 260
	Staff Recommends Approval Agenda Item Report - AIR-22-108 - Pdf	
15.2.	BSO Fire Services	261 - 293
	Staff Recommends Approval Agenda Item Report - AIR-22-109 - Pdf	
16.	TOWN MANAGER JIMENEZ	
16.1.	Lobbyist contracts - Town Manager Jimenez	294 - 303
	Capital Hills Consultants, 3rd ext. CAS GOVERNMENTAL, 3rd Extension Helmich Consultants 3rd ext. Tidewater 3rd agreement signed by Vendor DC Strategies 3rd ext.	
17.	OLD BUSINESS	

- 18. NEW BUSINESS
- 19. DISCUSSION
 - 19.1. Rotating Mayor designation - Clerk Commissioner Hodgkins
 - 19.2. Vehicle Maintenance - Mayor Jacobs 304 - 308
[Vehicles](#)
 - 19.3. Sidewalk Update - Mayor Jacobs
 - 19.4. Contracts - Mayor Jacobs 309 - 318
[CONTRACT AGREEMENT LIST](#)
 - 19.5. Time Clock - Mayor Jacobs
 - 19.6. Integrity - Mayor Jacobs
- 20. TOWN CLERK COMMENTS
 - 20.1. Newsletter 319 - 326
[07 27 2022 TC FINAL](#)
- 21. ATTORNEY COMMENTS
- 22. TOWN MANAGER COMMENTS
- 23. COMMISSIONER COMMENTS
 - 23.1. Clerk Commissioner Hodgkins 327 - 328
Vice Mayor Dieuveille
Mayor Jacobs
[RE Thank to Mayor GEOFFREY and David Howard](#)
[Mayor Florida Mayor of Cities reappointment](#)
- 24. ANNOUNCEMENTS
 - 24.1. Charter Review Committee, Monday, August 29, 2022 at 6:00 PM
Regular Commission meeting, Wednesday, September 14, 2022 at 7:00 PM
1st Budget Hearing, Wednesday September 14, 2022 at 6:00 PM
Special Magistrate Hearing, Wednesday, September 21, 2022 at 9:00 AM
2nd Budget Hearing, Wednesday, September 28, 2022 at 5:00 PM
Workshop Commission Meeting, Wednesday, September 28, 2022 at 6:00 PM
- 25. 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



Broward County Sheriff's Office

West Park / Pembroke Park

Captain Stephanie Coker

Lieutenant Gerard Charles

PEMBROKE PARK MONTHLY STATISTICS

July 1-31, 2022

CALLS FOR SERVICE:

657

A.	NON 911 CALL	186
B.	911 CALL	384
C.	FIELD INITIATED CALL	87

ACCIDENT INVESTIGATION:

55

A.	HIT & RUN	09
B.	HIT & RUN WITH INJURIES	01
C.	MINOR ACCIDENT	34
D.	ACCIDENT HIGHWAY	01
E.	ACCIDENT WITH INJURIES	10

CITATIONS:

55

A.	UNIFORM TRAFFIC	46
B.	CRIMINAL	09

ARRESTS:

CLASSIFICATION	Total
BATTERY-CAUSE BODILY HARM	1
BATTERY-TOUCH OR STRIKE	1
DUI ALCOHOL OR DRUGS 1ST OFFENSE	1
FELONY BATTERY W/PRIOR CONV	1
POSSESSION OF COCAINE	1
POSSESSION OF MDMA-ECSTASY	1
TOUCH OR STRIKE/BATTERY/DATING VIOL	1
VEH THEFT-GRAND THEFT OF MOTOR VEHICLE	1
VIOL INJUNCTION PROTECTION DOMESTIC VIOLENCE	1
WARRANT- DRIVING WHILE LICENSE SUSPENDED	1
WARRANT/ THROW IN OCCUPIED BUILDING	1
WARRANT-HIT AND RUN DAMAGE TO ATTEND VEHICLE	1
WARRANT-OPERATING W/O VALID LICENSE	1
Grand Total	13

Disclaimer: These are working numbers and are subject to change at any time due to various reasons.



MOBILE HOMES MONTHLY PART 1 CRIMES July 1-31, 2022



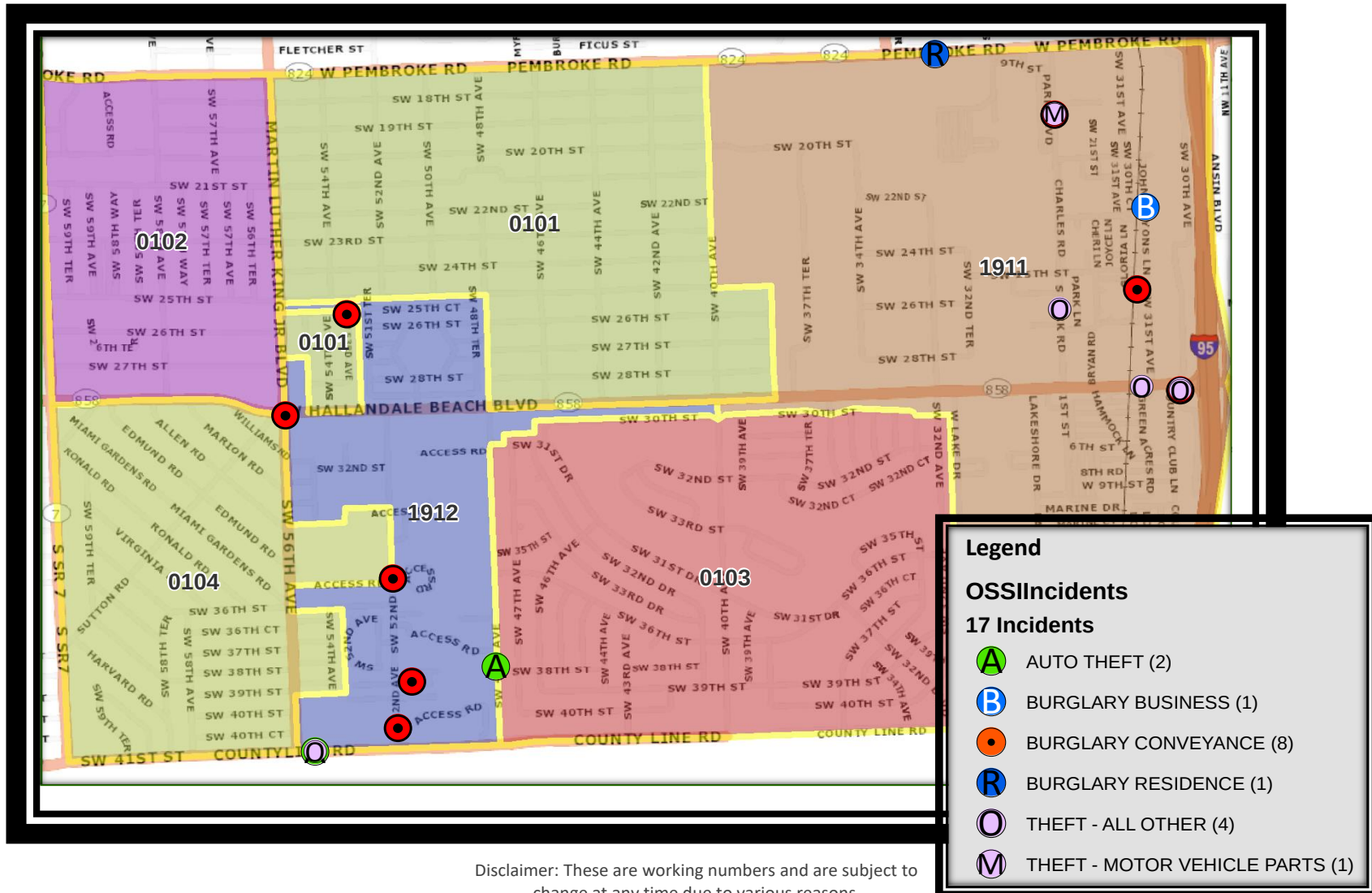
AUTO THEFTS - Other	1 (HOLIDAY PARK)
CONVEYANCE BURGLARIES	1 (LAKESHORE)
RESIDENTIAL BURGLARIES	1 (TRINITY TOWERS)
ROBBERIES	0

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INCIDENTS VIOLENT/PROPERTY PART 1 CRIMES

July 1-31, 2022



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PEMBROKE PARK MONTHLY

PART 1 CRIMES

July 1-31, 2022



CASE NUMBER	CLASSIFICATION	START DATE	END DATE	DOW	ZONE	ADDRESS	NARRATIVE
192207000133	BURGLARY RESIDENCE	07/05/22 11:00AM	07/06/22 3:00PM	TUE & WED	1911	3300 PEMBROKE RD	BICYCLE TAKEN.
192207000105	BURGLARY CONVEYANCE	06/30/22 8:00AM	07/05/22 7:00AM	UNK	1911	37 SHIRLEE ST	CHECKBOOK TAKEN FROM VEHICLE - VEHICLE WAS UNLOCKED.
192207000259	BURGLARY CONVEYANCE	07/12/22 6:00PM	07/13/22 8:25AM	TUE & WED	1911	1985 S PARK RD	LOCK FROM VEHICLE DAMAGED - ATTEMPTED FORCED ENTRY.
192207000263	THEFT - MOTOR VEHICLE PARTS	07/01/22 6:00PM	07/13/22 11:09AM	UNK	1911	1985 S PARK RD	CATALYTIC CONVERTER TAKEN FROM COMPANY VEHICLE.
192207000150	BURGLARY CONVEYANCE	07/06/22 4:30AM	07/07/22 3:00PM	WED & THUR	1912	3841 SW 52ND AV	3 FIREARMS TAKEN FROM VEHICLE - DOORS WERE UNLOCKED.
192207000030	AUTO THEFT	07/02/22 5:00AM	07/02/22 10:00AM	SAT	1912	3770 SW 48TH AV	VEHICLE TAKEN.
192207000042	BURGLARY CONVEYANCE	07/03/22 4:15AM	07/03/22 5:55AM	SUN	1912	5590 W HALLANDALE BEACH BLVD	SMASHED WINDOW - BOOKBAG TAKEN FROM VEHICLE.
192207000421	AUTO THEFT	07/18/22 5:00PM	07/20/22 12:00PM	UNK	1912	5525 SW 41ST ST	VEHICLE TAKEN.
192207000373	THEFT - ALL OTHER	07/17/22 12:00PM	07/18/22 12:05PM	SUN & MON	1911	2625 S PARK RD	TRAILER TAKEN.
192207000398	BURGLARY CONVEYANCE	07/17/22 2:00AM	07/17/22 2:00PM	SUN	1911	2920 SW 30TH AV	FIREARM TAKEN FROM VEHICLE - SIGNS OF FORCED ENTRY.
192208000074	THEFT - ALL OTHER	07/31/22 3:00AM	07/31/22 5:00AM	SUN	1911	2920 SW 30TH AV	CELL PHONE AND CREDIT CARDS TAKEN.
192207000043	BURGLARY CONVEYANCE	07/02/22 8:00PM	07/03/22 6:526AM	SAT & SUN	1912	3507 SW 52ND AV	PURSE (CONTAINING CREDIT CARDS AND DL) TAKEN FROM VEHICLE - SMASHED WINDOW.
192207000260	BURGLARY BUSINESS	07/13/22 4:20AM	07/13/22 8:45AM	WED	1911	2311 JOHN P LYONS LN	HOLE MADE ON FENCE SURROUNDING THE BUSINESS - SATELLITE TAKEN FROM VEHICLE - SIGNS OF FORCED ENTRY.
192207000515	BURGLARY CONVEYANCE	07/23/22 5:30PM	07/24/22 9:30AM	SAT & SUN	1912	5311 SW 25TH CT	PROPERTY BROKEN INTO, SIGNS OF FORCED ENTRY - SEVERAL HARDWARE TOOLS TAKEN.
192207000060	BURGLARY CONVEYANCE	07/04/22 6:14AM	07/04/22 6:14AM	MON	1912	4005 SW 52ND AV	3 VEHICLES BURGLARIZED - SMASHED WINDOWS - NOTHING TAKEN.
192207000600	THEFT - ALL OTHER	07/27/22 6:00PM	07/28/22 6:29PM	WED & THUR	1912	5525 SW 41ST ST	STOLEN TAG.
192207000052	THEFT - ALL OTHER	07/02/22 11:00PM	07/03/22 3:00PM	SAT & SUN	1911	3120 W HALLANDALE BEACH BLVD	LICENSE PLATE TAKEN FROM VEHICLE.

Disclaimer: These are working numbers and are subject to change at any time due to various reasons.

IncidentNumber	SignalDesc	Area	Zone	CreateTime	DispatchTin	ArrivalTime	ClosedTime	Signal
FPK22070100001173	MENTAL ILLNESS	27	27A	7/1/2022	7/1/2022	7/1/2022	7/1/2022	S20
FPK22070500001200	MENTAL ILLNESS	27	27A	7/5/2022	7/5/2022	7/5/2022	7/5/2022	S20
FPK22072700001344	MENTAL ILLNESS	27	27A	7/27/2022	7/27/2022	1/1/0001	7/27/2022	S20
FPK22072700001345	MENTAL ILLNESS	27	27A	7/27/2022	7/27/2022	7/27/2022	7/27/2022	S20
FPK22073100001371	COMMERCIAL STRUCTURE FIRE	27	27B	7/31/2022	7/31/2022	7/31/2022	7/31/2022	S25CF
FPK22070700001219	FIRE INVESTIGATION	27	27A	7/7/2022	7/7/2022	7/8/2022	7/8/2022	S25FI
FPK22070700001216	GAS LEAK/GAS ODOR	27	27B	7/7/2022	7/7/2022	7/7/2022	7/7/2022	S25GL
FPK22070400001192	OUTSIDE FIRE	27	27A	7/4/2022	7/4/2022	1/1/0001	7/4/2022	S25OF
FPK22070500001194	OUTSIDE FIRE	27	27A	7/5/2022	7/5/2022	7/5/2022	7/5/2022	S25OF
FPK22071300001255	OUTSIDE FIRE	27	27B	7/13/2022	7/13/2022	7/13/2022	7/13/2022	S25OF
FPK22070600001211	ANY FIRE NOT OTHERWISE CATEGORIZED	27	27A	7/6/2022	7/6/2022	7/6/2022	7/6/2022	S25OT
FPK22070100001178	RESIDENTIAL FIRE	27	27B	7/1/2022	7/1/2022	7/1/2022	7/1/2022	S25RS
FPK22070800001220	RESIDENTIAL FIRE	27	27B	7/8/2022	7/8/2022	7/8/2022	7/8/2022	S25RS
FPK22072300001313	VEHICLE FIRE	27	27Y2	7/23/2022	7/23/2022	7/23/2022	7/23/2022	S25VF
FPK22073100001372	VEHICLE FIRE	27	27B	7/31/2022	1/1/0001	1/1/0001	7/31/2022	S25VF
FPK22072600001334	ASSAULT	27	27A	7/26/2022	7/26/2022	7/26/2022	7/26/2022	S31IJ
FPK22072600001336	ASSAULT	27	27A	7/26/2022	7/26/2022	7/26/2022	7/26/2022	S31IJ
FPK22072700001343	ASSAULT	27	27B	7/27/2022	7/27/2022	1/1/0001	7/27/2022	S31IJ
FPK22072700001349	ASSAULT	27	27A	7/27/2022	7/27/2022	1/1/0001	7/27/2022	S31IJ
FPK22072900001359	ASSAULT	27	27B	7/29/2022	7/29/2022	7/29/2022	7/29/2022	S31IJ
FPK22072900001360	SHOOTING	27	27B	7/29/2022	7/29/2022	7/29/2022	7/29/2022	S33
FPK22072600001337	STABBING	27	27B	7/26/2022	7/26/2022	7/26/2022	7/26/2022	S34
FPK22070600001207	FIGHT	27	27B	7/6/2022	7/6/2022	1/1/0001	7/6/2022	S36IJ
FPK22072600001333	FIGHT	27	27A	7/26/2022	7/26/2022	1/1/0001	7/26/2022	S36IJ
FPK22072900001357	FIGHT	27	27A	7/29/2022	7/29/2022	1/1/0001	7/29/2022	S36IJ
FPK22072600001332	DOMESTIC DISTURBANCE	27	27A	7/26/2022	7/26/2022	1/1/0001	7/26/2022	S38IJ
FPK22070100001177	HIT & RUN ON HIGHWAY	27	27Y1	7/1/2022	7/1/2022	7/1/2022	7/1/2022	S3H
FPK22073000001367	HIT & RUN ON HIGHWAY	27	27B	7/30/2022	7/30/2022	7/30/2022	7/30/2022	S3H
FPK22071200001244	HIT AND RUN WITH INJURIES	27	27B	7/12/2022	7/12/2022	7/12/2022	7/12/2022	S3I
FPK22072500001329	HIT AND RUN WITH INJURIES	27	27B	7/25/2022	7/25/2022	7/25/2022	7/25/2022	S3I
FPK22073100001370	TRAFFIC ACCIDENT STANDBY	27	27B	7/31/2022	7/31/2022	7/31/2022	7/31/2022	S4

FPK22070500001205	FIRE ALARM - COMMERCIAL STRUCTUR	27	27A	7/5/2022	7/5/2022	7/5/2022	7/5/2022	S49CF
FPK22071500001262	FIRE ALARM - COMMERCIAL STRUCTUR	27	27A	7/15/2022	7/15/2022	7/15/2022	7/15/2022	S49CF
FPK22071500001267	FIRE ALARM - COMMERCIAL STRUCTUR	27	27B	7/15/2022	7/15/2022	7/15/2022	7/15/2022	S49CF
FPK22071800001284	FIRE ALARM - COMMERCIAL STRUCTUR	27	27B	7/18/2022	7/18/2022	7/18/2022	7/18/2022	S49CF
FPK22071900001286	FIRE ALARM - COMMERCIAL STRUCTUR	27	27B	7/19/2022	7/19/2022	7/19/2022	7/19/2022	S49CF
FPK22072200001307	FIRE ALARM - COMMERCIAL STRUCTUR	27	27B	7/22/2022	7/22/2022	1/1/0001	7/22/2022	S49CF
FPK22072200001308	FIRE ALARM - COMMERCIAL STRUCTUR	27	27B	7/22/2022	7/22/2022	7/22/2022	7/22/2022	S49CF
FPK22072500001328	FIRE ALARM - COMMERCIAL STRUCTUR	27	27A	7/25/2022	7/25/2022	7/25/2022	7/25/2022	S49CF
FPK22072700001342	FIRE ALARM - COMMERCIAL STRUCTUR	27	27B	7/27/2022	1/1/0001	1/1/0001	7/27/2022	S49CF
FPK22072900001358	FIRE ALARM - COMMERCIAL STRUCTUR	27	27B	7/29/2022	7/29/2022	1/1/0001	7/29/2022	S49CF
FPK22070500001196	FIRE ALARM	27	27B	7/5/2022	7/5/2022	1/1/0001	7/5/2022	S49F
FPK22072100001300	FIRE ALARM	27	27B	7/21/2022	7/21/2022	7/21/2022	7/21/2022	S49F
FPK22070600001209	MEDICAL ALARM	27	27A	7/6/2022	7/6/2022	7/6/2022	7/6/2022	S49M
FPK22071000001234	MEDICAL ALARM	27	27A	7/10/2022	7/10/2022	7/10/2022	7/10/2022	S49M
FPK22071700001279	MEDICAL ALARM	27	27B	7/17/2022	7/17/2022	1/1/0001	7/17/2022	S49M
FPK22072000001293	MEDICAL ALARM	27	27B	7/20/2022	7/20/2022	7/20/2022	7/20/2022	S49M
FPK22070900001223	ACCIDENT ROLLOVER OR EXTRICATION	27	27Y2	7/9/2022	7/9/2022	7/9/2022	7/9/2022	S4E
FPK22070900001225	ACCIDENT ROLLOVER OR EXTRICATION	27	27Y2	7/9/2022	7/9/2022	7/9/2022	7/9/2022	S4E
FPK22072000001291	ACCIDENT ROLLOVER OR EXTRICATION	27	27Y1	7/20/2022	7/20/2022	7/20/2022	7/20/2022	S4E
FPK22070300001188	ACCIDENT HIGHWAY	27	27Y1	7/3/2022	7/3/2022	7/3/2022	7/3/2022	S4H
FPK22070700001212	ACCIDENT HIGHWAY	27	27Y1	7/7/2022	7/7/2022	7/7/2022	7/7/2022	S4H
FPK22070900001226	ACCIDENT HIGHWAY	27	27Y2	7/9/2022	1/1/0001	1/1/0001	7/9/2022	S4H
FPK22071300001252	ACCIDENT HIGHWAY	27	27Y2	7/13/2022	7/13/2022	7/13/2022	7/13/2022	S4H
FPK22071300001254	ACCIDENT HIGHWAY	27	27Y2	7/13/2022	7/13/2022	7/13/2022	7/13/2022	S4H
FPK22071700001274	ACCIDENT HIGHWAY	27	27Y2	7/17/2022	7/17/2022	7/17/2022	7/17/2022	S4H
FPK22071700001275	ACCIDENT HIGHWAY	27	27Y2	7/17/2022	1/1/0001	1/1/0001	7/17/2022	S4H
FPK22071900001287	ACCIDENT HIGHWAY	27	27Y1	7/19/2022	7/19/2022	7/19/2022	7/19/2022	S4H
FPK22072000001289	ACCIDENT HIGHWAY	27	27Y2	7/20/2022	7/20/2022	1/1/0001	7/20/2022	S4H
FPK22072000001294	ACCIDENT HIGHWAY	27	27Y1	7/20/2022	7/20/2022	7/20/2022	7/20/2022	S4H
FPK22072000001296	ACCIDENT HIGHWAY	27	27Y1	7/20/2022	7/20/2022	7/20/2022	7/20/2022	S4H
FPK22072100001298	ACCIDENT HIGHWAY	27	27Y1	7/21/2022	7/21/2022	7/21/2022	7/21/2022	S4H
FPK22072300001314	ACCIDENT HIGHWAY	27	27Y2	7/23/2022	7/23/2022	7/23/2022	7/23/2022	S4H

FPK22072300001317	ACCIDENT HIGHWAY	27	27Y1	7/23/2022	7/23/2022	7/23/2022	7/23/2022	S4H
FPK22072500001327	ACCIDENT HIGHWAY	27	27Y1	7/25/2022	7/25/2022	7/25/2022	7/25/2022	S4H
FPK22072600001338	ACCIDENT HIGHWAY	27	27Y1	7/26/2022	7/26/2022	7/26/2022	7/26/2022	S4H
FPK22072700001348	ACCIDENT HIGHWAY	27	27Y2	7/27/2022	7/27/2022	7/27/2022	7/27/2022	S4H
FPK22072800001351	ACCIDENT HIGHWAY	27	27Y2	7/28/2022	7/28/2022	7/28/2022	7/28/2022	S4H
FPK22072900001352	ACCIDENT HIGHWAY	27	27Y1	7/29/2022	7/29/2022	7/29/2022	7/29/2022	S4H
FPK22072900001353	ACCIDENT HIGHWAY	27	27Y2	7/29/2022	1/1/0001	1/1/0001	7/29/2022	S4H
FPK22072900001354	ACCIDENT HIGHWAY	27	27Y1	7/29/2022	1/1/0001	1/1/0001	7/29/2022	S4H
FPK22072900001356	ACCIDENT HIGHWAY	27	27Y1	7/29/2022	7/29/2022	7/29/2022	7/29/2022	S4H
FPK22072900001361	ACCIDENT HIGHWAY	27	27Y2	7/29/2022	7/29/2022	7/29/2022	7/29/2022	S4H
FPK22072900001362	ACCIDENT HIGHWAY	27	27Y1	7/29/2022	7/29/2022	7/29/2022	7/30/2022	S4H
FPK22072900001363	ACCIDENT HIGHWAY	27	27Y2	7/29/2022	7/29/2022	1/1/0001	7/29/2022	S4H
FPK22073100001377	ACCIDENT HIGHWAY	27	27Y1	7/31/2022	7/31/2022	7/31/2022	7/31/2022	S4H
FPK22073100001379	ACCIDENT HIGHWAY	27	27Y1	7/31/2022	7/31/2022	1/1/0001	7/31/2022	S4H
FPK22070100001174	ACCIDENT WITH INJURIES	27	27B	7/1/2022	7/1/2022	7/1/2022	7/1/2022	S4I
FPK22070400001190	ACCIDENT WITH INJURIES	27	27Y1	7/4/2022	7/4/2022	7/4/2022	7/4/2022	S4I
FPK22070500001195	ACCIDENT WITH INJURIES	27	27A	7/5/2022	7/5/2022	7/5/2022	7/5/2022	S4I
FPK22070600001208	ACCIDENT WITH INJURIES	27	27A	7/6/2022	7/6/2022	1/1/0001	7/6/2022	S4I
FPK22070800001221	ACCIDENT WITH INJURIES	27	27B	7/8/2022	7/8/2022	7/8/2022	7/8/2022	S4I
FPK22070800001222	ACCIDENT WITH INJURIES	27	27A	7/8/2022	7/8/2022	7/8/2022	7/8/2022	S4I
FPK22071000001237	ACCIDENT WITH INJURIES	27	27B	7/10/2022	7/10/2022	7/10/2022	7/10/2022	S4I
FPK22071000001238	ACCIDENT WITH INJURIES	27	27A	7/10/2022	1/1/0001	1/1/0001	7/10/2022	S4I
FPK22071300001250	ACCIDENT WITH INJURIES	27	27B	7/13/2022	7/13/2022	7/13/2022	7/13/2022	S4I
FPK22071400001260	ACCIDENT WITH INJURIES	27	27B	7/14/2022	7/14/2022	7/14/2022	7/14/2022	S4I
FPK22071500001263	ACCIDENT WITH INJURIES	27	27B	7/15/2022	7/15/2022	7/15/2022	7/15/2022	S4I
FPK22071800001283	ACCIDENT WITH INJURIES	27	27B	7/18/2022	7/18/2022	7/18/2022	7/18/2022	S4I
FPK22072600001335	ACCIDENT WITH INJURIES	27	27Y2	7/26/2022	7/26/2022	7/26/2022	7/26/2022	S4I
FPK22072600001339	ACCIDENT WITH INJURIES	27	27B	7/26/2022	7/26/2022	7/26/2022	7/26/2022	S4I
FPK22072700001346	ACCIDENT WITH INJURIES	27	27B	7/27/2022	7/27/2022	7/27/2022	7/27/2022	S4I
FPK22073000001368	ACCIDENT WITH INJURIES	27	27B	7/30/2022	7/30/2022	7/30/2022	7/31/2022	S4I
FPK22073100001369	ACCIDENT WITH INJURIES	27	27Y1	7/31/2022	7/31/2022	7/31/2022	7/31/2022	S4I
FPK22073100001376	ACCIDENT WITH INJURIES	27	27B	7/31/2022	7/31/2022	7/31/2022	7/31/2022	S4I

FPK22071500001265	ABDOMINAL PAIN	27	27B	7/15/2022	7/15/2022	7/15/2022	7/15/2022	S67AP
FPK22072000001297	ABDOMINAL PAIN	27	27B	7/20/2022	7/20/2022	7/20/2022	7/20/2022	S67AP
FPK22072400001319	ABDOMINAL PAIN	27	27A	7/24/2022	7/24/2022	7/24/2022	7/24/2022	S67AP
FPK22072600001340	ABDOMINAL PAIN	27	27A	7/26/2022	7/26/2022	7/26/2022	7/26/2022	S67AP
FPK22070900001227	ALLERGIC REACTION	27	27A	7/9/2022	7/9/2022	7/9/2022	7/9/2022	S67AR
FPK22072400001323	BACK PAIN	27	27A	7/24/2022	7/24/2022	7/24/2022	7/24/2022	S67BP
FPK22070900001231	CHOKING	27	27B	7/9/2022	7/9/2022	7/9/2022	7/9/2022	S67CK
FPK22071400001257	CHOKING	27	27A	7/14/2022	7/14/2022	7/14/2022	7/14/2022	S67CK
FPK22070100001175	CHEST PAINS NON-TRAUMATIC	27	27A	7/1/2022	7/1/2022	7/1/2022	7/1/2022	S67CP
FPK22070100001176	CHEST PAINS NON-TRAUMATIC	27	27B	7/1/2022	7/1/2022	7/1/2022	7/1/2022	S67CP
FPK22070100001179	CHEST PAINS NON-TRAUMATIC	27	27A	7/1/2022	7/1/2022	7/1/2022	7/1/2022	S67CP
FPK22071100001241	CHEST PAINS NON-TRAUMATIC	27	27B	7/11/2022	7/11/2022	7/11/2022	7/11/2022	S67CP
FPK22071200001247	CHEST PAINS NON-TRAUMATIC	27	27B	7/12/2022	7/12/2022	7/13/2022	7/13/2022	S67CP
FPK22072200001309	CHEST PAINS NON-TRAUMATIC	27	27B	7/22/2022	7/22/2022	7/22/2022	7/22/2022	S67CP
FPK22072600001341	CHEST PAINS NON-TRAUMATIC	27	27A	7/26/2022	7/26/2022	7/26/2022	7/26/2022	S67CP
FPK22072700001347	CHEST PAINS NON-TRAUMATIC	27	27A	7/27/2022	7/27/2022	7/27/2022	7/27/2022	S67CP
FPK22072800001350	CHEST PAINS NON-TRAUMATIC	27	27B	7/28/2022	7/28/2022	7/28/2022	7/28/2022	S67CP
FPK22073000001365	CHEST PAINS NON-TRAUMATIC	27	27B	7/30/2022	7/30/2022	7/30/2022	7/30/2022	S67CP
FPK22073100001378	CHEST PAINS NON-TRAUMATIC	27	27B	7/31/2022	7/31/2022	7/31/2022	7/31/2022	S67CP
FPK22073100001380	CHEST PAINS NON-TRAUMATIC	27	27A	7/31/2022	7/31/2022	7/31/2022	8/1/2022	S67CP
FPK22070500001198	CARDIAC/RESPIRATORY ARREST	27	27B	7/5/2022	7/5/2022	7/5/2022	7/5/2022	S67CR
FPK22071400001258	CARDIAC/RESPIRATORY ARREST	27	27B	7/14/2022	7/14/2022	7/14/2022	7/14/2022	S67CR
FPK22071600001268	CARDIAC/RESPIRATORY ARREST	27	27A	7/16/2022	7/16/2022	7/16/2022	7/16/2022	S67CR
FPK22072200001310	CARDIAC/RESPIRATORY ARREST	27	27A	7/22/2022	7/22/2022	7/22/2022	7/22/2022	S67CR
FPK22070700001218	FALL NO INJURY	27	27B	7/7/2022	7/7/2022	7/7/2022	7/7/2022	S67F
FPK22070100001170	FALL INJURY	27	27A	7/1/2022	7/1/2022	7/1/2022	7/1/2022	S67FI
FPK22070100001172	FALL INJURY	27	27B	7/1/2022	7/1/2022	7/1/2022	7/1/2022	S67FI
FPK22070300001185	FALL INJURY	27	27B	7/3/2022	7/3/2022	7/3/2022	7/3/2022	S67FI
FPK22070500001199	FALL INJURY	27	27Y1	7/5/2022	7/5/2022	7/5/2022	7/5/2022	S67FI
FPK22070500001202	FALL INJURY	27	27A	7/5/2022	7/5/2022	7/5/2022	7/5/2022	S67FI
FPK22070900001228	FALL INJURY	27	27A	7/9/2022	7/9/2022	7/9/2022	7/9/2022	S67FI
FPK22070900001229	FALL INJURY	27	27A	7/9/2022	7/9/2022	7/9/2022	7/9/2022	S67FI

FPK22070900001230	FALL INJURY	27	27A	7/9/2022	7/9/2022	7/9/2022	7/9/2022	S67FI
FPK22071100001242	FALL INJURY	27	27A	7/11/2022	7/11/2022	7/11/2022	7/11/2022	S67FI
FPK22071500001266	FALL INJURY	27	27A	7/15/2022	7/15/2022	7/15/2022	7/15/2022	S67FI
FPK22071600001270	FALL INJURY	27	27A	7/16/2022	7/16/2022	7/16/2022	7/16/2022	S67FI
FPK22073000001366	FALL INJURY	27	27B	7/30/2022	7/30/2022	7/30/2022	7/30/2022	S67FI
FPK22070900001224	HEMORRHAGE OR LACERATION	27	27A	7/9/2022	7/9/2022	7/9/2022	7/9/2022	S67HM
FPK22071300001256	HEMORRHAGE OR LACERATION	27	27A	7/13/2022	7/13/2022	1/1/0001	7/13/2022	S67HM
FPK22071700001276	HEMORRHAGE OR LACERATION	27	27B	7/17/2022	7/17/2022	7/17/2022	7/17/2022	S67HM
FPK22071700001272	HEART PROBLEMS	27	27A	7/17/2022	7/17/2022	7/17/2022	7/17/2022	S67HP
FPK22071700001273	HEART PROBLEMS	27	27A	7/17/2022	7/17/2022	7/17/2022	7/17/2022	S67HP
FPK22072000001290	HEART PROBLEMS	27	27A	7/20/2022	7/20/2022	7/20/2022	7/20/2022	S67HP
FPK22071000001240	OVERDOSE OR POISONING	27	27A	7/10/2022	7/10/2022	1/1/0001	7/10/2022	S67OD
FPK22070200001182	UNCONSCIOUS OR FAINTING	27	27B	7/2/2022	7/2/2022	7/2/2022	7/2/2022	S67PO
FPK22070300001186	UNCONSCIOUS OR FAINTING	27	27A	7/3/2022	7/3/2022	7/3/2022	7/3/2022	S67PO
FPK22070500001201	UNCONSCIOUS OR FAINTING	27	27A	7/5/2022	7/5/2022	7/5/2022	7/5/2022	S67PO
FPK22070500001203	UNCONSCIOUS OR FAINTING	27	27B	7/5/2022	7/5/2022	7/5/2022	7/5/2022	S67PO
FPK22070700001217	UNCONSCIOUS OR FAINTING	27	27A	7/7/2022	7/7/2022	7/7/2022	7/7/2022	S67PO
FPK22071000001236	UNCONSCIOUS OR FAINTING	27	27A	7/10/2022	7/10/2022	7/10/2022	7/10/2022	S67PO
FPK22071000001239	UNCONSCIOUS OR FAINTING	27	27A	7/10/2022	7/10/2022	7/10/2022	7/10/2022	S67PO
FPK22071200001245	UNCONSCIOUS OR FAINTING	27	27B	7/12/2022	7/12/2022	7/12/2022	7/12/2022	S67PO
FPK22071200001248	UNCONSCIOUS OR FAINTING	27	27B	7/12/2022	1/1/0001	1/1/0001	7/12/2022	S67PO
FPK22071300001253	UNCONSCIOUS OR FAINTING	27	27A	7/13/2022	7/13/2022	7/13/2022	7/13/2022	S67PO
FPK22071700001277	UNCONSCIOUS OR FAINTING	27	27A	7/17/2022	7/17/2022	7/17/2022	7/17/2022	S67PO
FPK22072000001292	UNCONSCIOUS OR FAINTING	27	27B	7/20/2022	7/20/2022	7/20/2022	7/20/2022	S67PO
FPK22072200001304	UNCONSCIOUS OR FAINTING	27	27A	7/22/2022	7/22/2022	7/22/2022	7/22/2022	S67PO
FPK22072200001306	UNCONSCIOUS OR FAINTING	27	27A	7/22/2022	7/22/2022	7/22/2022	7/22/2022	S67PO
FPK22072300001318	UNCONSCIOUS OR FAINTING	27	27B	7/23/2022	7/23/2022	7/23/2022	7/23/2022	S67PO
FPK22072900001355	UNCONSCIOUS OR FAINTING	27	27B	7/29/2022	7/29/2022	7/29/2022	7/29/2022	S67PO
FPK22073000001364	UNCONSCIOUS OR FAINTING	27	27A	7/30/2022	7/30/2022	7/30/2022	7/30/2022	S67PO
FPK22070100001171	SICK PERSON	27	27A	7/1/2022	7/1/2022	7/1/2022	7/1/2022	S67SP
FPK22070200001181	SICK PERSON	27	27B	7/2/2022	7/2/2022	7/2/2022	7/2/2022	S67SP
FPK22070200001183	SICK PERSON	27	27A	7/2/2022	7/2/2022	7/2/2022	7/2/2022	S67SP

FPK22070400001193	SICK PERSON	27	27A	7/4/2022	7/5/2022	7/5/2022	7/5/2022	S67SP
FPK22070500001197	SICK PERSON	27	27A	7/5/2022	7/5/2022	7/5/2022	7/5/2022	S67SP
FPK22070600001206	SICK PERSON	27	27A	7/6/2022	7/6/2022	7/6/2022	7/6/2022	S67SP
FPK22070600001210	SICK PERSON	27	27A	7/6/2022	7/6/2022	7/6/2022	7/6/2022	S67SP
FPK22070700001214	SICK PERSON	27	27B	7/7/2022	7/7/2022	7/7/2022	7/7/2022	S67SP
FPK22071300001249	SICK PERSON	27	27A	7/13/2022	7/13/2022	7/13/2022	7/13/2022	S67SP
FPK22071300001251	SICK PERSON	27	27B	7/13/2022	7/13/2022	7/13/2022	7/13/2022	S67SP
FPK22071400001259	SICK PERSON	27	27A	7/14/2022	7/14/2022	7/14/2022	7/14/2022	S67SP
FPK22071500001264	SICK PERSON	27	27B	7/15/2022	7/15/2022	7/15/2022	7/15/2022	S67SP
FPK22071700001278	SICK PERSON	27	27B	7/17/2022	7/17/2022	7/17/2022	7/17/2022	S67SP
FPK22071800001281	SICK PERSON	27	27B	7/18/2022	7/18/2022	7/18/2022	7/18/2022	S67SP
FPK22071900001288	SICK PERSON	27	27A	7/19/2022	7/19/2022	7/19/2022	7/19/2022	S67SP
FPK22072100001301	SICK PERSON	27	27A	7/21/2022	7/21/2022	7/21/2022	7/21/2022	S67SP
FPK22072300001312	SICK PERSON	27	27A	7/23/2022	7/23/2022	7/23/2022	7/23/2022	S67SP
FPK22072400001320	SICK PERSON	27	27B	7/24/2022	7/24/2022	7/24/2022	7/24/2022	S67SP
FPK22072400001322	SICK PERSON	27	27A	7/24/2022	7/24/2022	7/24/2022	7/24/2022	S67SP
FPK22072500001326	SICK PERSON	27	27A	7/25/2022	7/25/2022	7/25/2022	7/25/2022	S67SP
FPK22072600001331	SICK PERSON	27	27B	7/26/2022	7/26/2022	7/26/2022	7/26/2022	S67SP
FPK22073100001375	SICK PERSON	27	27A	7/31/2022	7/31/2022	7/31/2022	7/31/2022	S67SP
FPK22070300001187	STROKE	27	27A	7/3/2022	7/3/2022	7/3/2022	7/3/2022	S67ST
FPK22070500001204	STROKE	27	27A	7/5/2022	7/5/2022	7/5/2022	7/5/2022	S67ST
FPK22070700001213	SEIZURE	27	27B	7/7/2022	7/7/2022	7/7/2022	7/7/2022	S67SZ
FPK22070700001215	SEIZURE	27	27A	7/7/2022	7/7/2022	7/7/2022	7/7/2022	S67SZ
FPK22071200001246	SEIZURE	27	27A	7/12/2022	7/12/2022	7/12/2022	7/12/2022	S67SZ
FPK22072000001295	SEIZURE	27	27A	7/20/2022	7/20/2022	7/20/2022	7/20/2022	S67SZ
FPK22072300001315	SEIZURE	27	27A	7/23/2022	7/23/2022	1/1/0001	7/23/2022	S67SZ
FPK22070400001189	TROUBLE BREATHING	27	27A	7/4/2022	7/4/2022	7/4/2022	7/4/2022	S67TB
FPK22070400001191	TROUBLE BREATHING	27	27A	7/4/2022	7/4/2022	7/4/2022	7/4/2022	S67TB
FPK22071000001233	TROUBLE BREATHING	27	27B	7/10/2022	7/10/2022	7/10/2022	7/10/2022	S67TB
FPK22071100001243	TROUBLE BREATHING	27	27B	7/11/2022	7/11/2022	7/11/2022	7/11/2022	S67TB
FPK22071500001261	TROUBLE BREATHING	27	27B	7/15/2022	7/15/2022	7/15/2022	7/15/2022	S67TB
FPK22071600001269	TROUBLE BREATHING	27	27A	7/16/2022	7/16/2022	7/16/2022	7/16/2022	S67TB

FPK22071800001280	TROUBLE BREATHING	27	27A	7/18/2022	7/18/2022	7/18/2022	7/18/2022	S67TB
FPK22071800001282	TROUBLE BREATHING	27	27B	7/18/2022	7/18/2022	7/18/2022	7/18/2022	S67TB
FPK22071800001285	TROUBLE BREATHING	27	27B	7/18/2022	7/18/2022	7/18/2022	7/18/2022	S67TB
FPK22072100001299	TROUBLE BREATHING	27	27A	7/21/2022	7/21/2022	7/21/2022	7/21/2022	S67TB
FPK22072100001302	TROUBLE BREATHING	27	27B	7/21/2022	7/21/2022	7/21/2022	7/22/2022	S67TB
FPK22072200001303	TROUBLE BREATHING	27	27A	7/22/2022	7/22/2022	7/22/2022	7/22/2022	S67TB
FPK22072200001311	TROUBLE BREATHING	27	27B	7/22/2022	7/22/2022	1/1/0001	7/22/2022	S67TB
FPK22072400001321	TROUBLE BREATHING	27	27B	7/24/2022	7/24/2022	7/24/2022	7/24/2022	S67TB
FPK22072500001324	TROUBLE BREATHING	27	27A	7/25/2022	7/25/2022	7/25/2022	7/25/2022	S67TB
FPK22073100001374	TROUBLE BREATHING	27	27Y1	7/31/2022	7/31/2022	7/31/2022	7/31/2022	S67TB
FPK22070100001169	UNKNOWN MEDICAL	27	27B	7/1/2022	7/1/2022	7/1/2022	7/1/2022	S67UM
FPK22070100001180	UNKNOWN MEDICAL	27	27Y2	7/1/2022	7/1/2022	1/1/0001	7/1/2022	S67UM
FPK22071000001232	UNKNOWN MEDICAL	27	27B	7/10/2022	7/10/2022	7/10/2022	7/10/2022	S67UM
FPK22071000001235	UNKNOWN MEDICAL	27	27A	7/10/2022	7/10/2022	7/10/2022	7/10/2022	S67UM
FPK22071600001271	UNKNOWN MEDICAL	27	27B	7/16/2022	7/16/2022	7/16/2022	7/16/2022	S67UM
FPK22072300001316	UNKNOWN MEDICAL	27	27Y1	7/23/2022	7/23/2022	7/23/2022	7/23/2022	S67UM
FPK22072500001330	UNKNOWN MEDICAL	27	27B	7/25/2022	7/25/2022	1/1/0001	7/25/2022	S67UM
FPK22070200001184	FIRE OR MEDICAL SERVICE CALL	27	27A	7/2/2022	7/2/2022	7/2/2022	7/2/2022	S68
FPK22072200001305	FIRE OR MEDICAL SERVICE CALL	27	27A	7/22/2022	7/22/2022	7/22/2022	7/22/2022	S68
FPK22072500001325	FIRE OR MEDICAL SERVICE CALL	27	27A	7/25/2022	7/25/2022	1/1/0001	7/25/2022	S68
FPK22073100001373	FIRE OR MEDICAL SERVICE CALL	27	27Y1	7/31/2022	7/31/2022	7/31/2022	7/31/2022	S68

S25 FIRE	11
S4 VEHICLE ACCIDENT	53
S49 ALARM	16
S67 MEDICAL	128
S68 SERVICE CALL	4
TOTAL	212

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MEMORANDUM

DATE: August 15, 2022

TO: The Mayor, Vice Mayor and Commissioners

FROM: David K. Sigerson, Jr., Esq. for Capital Hills Consultants
And the Governmental Consulting Team

SUBJECT: July 2022 Legislative Report Update

This report covers the activities of the Town's Lobby & Consultant Team during the month of July 2022. It provides a summary of each team member's activities and their attached reports.

CHC – David Sigerson Activities:

Activities and Meetings. During the month of July, I continue to review legislation that passed affecting municipalities, staff reports and late Session amendments for those bills. In addition, I continue to review many of the bills that didn't pass, but made significant progress during the Session as these bills are likely to be filed again next Session.

Also during this past month, I monitored the Regular July Commission Meeting online and I attended the July Commission Workshop meeting on July 27, 2022 to make a legislative update report – Connie Vanassche and Dee Carper were also monitoring and available by phone for questions or comments. As such, we are always available to answer questions that might come up during a commission meeting or workshop.

Dee Carper, Connie Vanassche and I continue to discuss grant opportunities, especially in the areas of law enforcement assistance and storm water and septic to sewer. We all continued to work with Town staff on various grant ideas towards developing a list of the Town's needs. To further that end, we met via zoom on Monday July 11th with JC, Robert Clark, and Myriam Jacques to review the progress of grants that have been applied for, discuss the Town's capital needs and possible future grants that that might become available.

On July 28th, Connie, Dee and I meet in person at Town Hall in a workshop meeting with JC and all of the relevant department heads, including the representatives of the Police Dept., to discuss current grant status, and future needs. This was a thorough comprehensive two-hour meeting that covered a lot of ground.

I have included once more the updated "Bills of Interest" list with final legislative actions on the bills in case the Mayor, Commissioners or Senior Staff want review once again to see if they have any question or desire more information about a particular bill or bills. See Legislative Program below.

Legislation on Annexation: – Annexation of Property

Although the annexation issue garnered little legislative interest during the past Regular Legislative Session, Richard Coates, Bill Helmich and I continue to assess and discuss legislative actions or inactions, attitudes and the atmosphere in an effort to formulate our strategy with respect to potential future annexation legislation – recognizing that the issue continues to be one of great importance to the Town. I shall endeavor to remain in contact with the Mayor, Commissioners and the Manager to periodically provide updates, analysis and advice on this important issue.

Pembroke Park Legislative Program.

The Town Commission adopted Legislative Program for 2021-2 follows the general framework that we have employed for a number of years. That is to say a legislative program that consists of three elements: First, legislation that impacts municipalities in general; Second, legislation affecting the Town in particular (for example: mobile home legislation that would force local governments to pay mobile home relocation costs) or legislation that relates to our long-term strategy to protect and preserve the Town (e.g. annexation); and, Third, Legislative Budget Requests (LBRs) - as developed from the priority project list as recommended by staff and approved by the Commission.

The 2022 Legislative Session Commission approved LBR priority list is below. Our House and Senate sponsors were Rep. Woodson and Sen. Jones, respectively.

1. Septic to Sewer Improvements - SW 30 Avenue - \$2,500,000
2. **Bicycle/Pedestrian Infrastructure - \$195,000 – Funded.**
3. Law Enforcement Radio Mgmt System - \$212,937

The following contains a list of Municipal Bills of Interest - Each bill has a brief description. The list is divided into four sections: A. Priority Legislation as established by vote of the Commission that was either supported or opposed. The bills in bold preceded by three asterisks passed; B. Legislation Affecting Municipalities that passed; C. the Town's Legislative Member Budget Requests; and, D. Other Legislation Affecting Municipalities that didn't pass. Immediately below I have added information on Special Session D, which was called to address the property and casualty insurance crisis.

Finally, as we move into August and September, we will begin the process of developing the 2022-23 Legislative Program recommendations as bills start to get pre-filed (so far only a dozen or so Senate bills have been filed – all claims bills) and as the Florida League of Cities begins its legislative policy meetings – see important dates below.

SPECIAL SESSION D. MAY 23 – 27, 2022

CS/SB 2-D: Property Insurance

GENERAL BILL by Appropriations ; [Boyd](#)

Property Insurance; Creating the Reinsurance to Assist Policyholders program to be administered by the State Board of Administration; requiring certain property insurers to obtain coverage under the program; revising homeowner eligibility criteria for mitigation grants; requiring claimants to establish that property insurers have breached the insurance contract to prevail in certain claims for damages; requiring the Office of Insurance Regulation to aggregate on a statewide basis and make publicly available certain data submitted by insurers and insurer groups, etc. APPROPRIATION: \$150,000,000

Effective _____ Date: except _____ as _____ otherwise _____ provided _____
Last Action: 6/29/2022 - Chapter No. [2022-268](#)

SB 4-D: Building Safety

GENERAL BILL by [Boyd](#)

Building Safety; Providing that the entire roofing system or roof section of certain existing buildings or structures does not have to be repaired, replaced, or recovered in accordance with the Florida Building Code under certain circumstances; requiring condominium associations and cooperative associations to have milestone inspections performed on certain buildings at specified times; authorizing local enforcement agencies to prescribe timelines and penalties relating to milestone inspections; revising the types of records that constitute the official records of a condominium association; prohibiting certain members and associations from waiving or reducing reserves for certain items after a specified date, etc.

Effective

Date: 5/26/2022

Last Action: 6/29/2022 - Chapter No. [2022-269](#)

2022 BILLS OF INTEREST AFFECTING LOCAL GOVERNMENT - Regular Session

A. Priority Legislation

*****SB 224: Regulation of Smoking in Public Places**

GENERAL BILL by [Gruters](#) ; (CO-INTRODUCERS) [Bradley](#)

Regulation of Smoking in Public Places; Authorizing counties and municipalities to further restrict smoking within the boundaries of public beaches and public parks under certain circumstances; prohibiting smoking within the boundaries of a state park, etc.

Effective Date: 7/1/2022

Last Action: 3/2/2022 Senate - Laid on Table, refer to [CS/HB 105](#)

HOUSE COMPANION: H 105, by Reps Fine & Altman, Similar

Last Action: 6/28/2022 Approved by Gov. - Chapter No. 2022-213

SB 280: Local Ordinances

GENERAL BILL by [Hutson](#)

Local Ordinances; Authorizing courts to assess and award attorney fees and costs and damages in certain civil actions filed against local governments; requiring a board of county commissioners to prepare a business impact statement before the adoption of a proposed ordinance; requiring a governing body of a municipality to prepare a business impact statement before the adoption of a proposed ordinance, etc.

Effective Date: 10/1/2022

Last Action: 3/14/2022 House - Died in Messages

HOUSE COMPANION: H 403, by Rep. Giallombardo

Last Action: 3/14/2022 H Died on Second Reading Calendar

*****SB 620: Local Government**

GENERAL BILL by [Hutson](#)

Local Government; Authorizing certain businesses to claim business damages from a county or municipality if the county or municipality enacts or amends certain ordinances or charter provisions; authorizing businesses to recover costs and fees in a specified manner and if certain requirements are met; requiring courts to consider certain factors and follow specified guidance when assessing costs; specifying requirements for the courts in determining and awarding attorney fees; requiring attorneys and businesses to submit certain documentation relating to attorney fees, etc.

Effective Date: 7/1/2022

Last Action: 6/24/2022 - Vetoed by Governor

HOUSE COMPANION: H 569, by Rep. McClure, Identical
Last Action: 3/8/2022 H Laid on Table, refer to CS/SB 620

*****SB 962: Mixed-use Residential Development Projects for Affordable Housing**

GENERAL BILL by [Bradley](#)

Mixed-use Residential Development Projects for Affordable Housing; Authorizing counties and municipalities, respectively, to approve certain mixed-use residential development projects subject to certain conditions; providing that approval for an affordable housing development or a mixed-use residential development project is self-executing, etc.

Effective Date: Upon becoming a law

Last Action: 6/9/2022 - Approved by Gov. - Chapter No. [2022-176](#)

HOUSE COMPANION: H 981 by Rep. Payne, Similar
Last Action: 3/3/2022 House - Laid on Table, refer to [CS/CS/SB 962](#)

SB 974: Sovereign Immunity

GENERAL BILL by [Gruters](#)

Sovereign Immunity; Revising the statutory limits on liability for tort claims against the state and its agencies and subdivisions; revising requirements for the state or an agency or a subdivision of the state to agree to settle a claim or judgment; prohibiting an insurance policy from conditioning the payment of benefits on the enactment of a claim bill; requiring the Department of Financial Services to adjust the limitations on tort liability every year after a specified date, etc.

Comment: Increases the statutory limits from 200,000 per individual/300,000 per incident to \$1M per individual and no cap per incident.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Appropriations

HOUSE COMPANION: HB 985 by Beltran
Last Action: 3/14/2022 H Died on Second Reading Calendar

B. Other Bills – That Passed

*****SB 196: Florida Housing Finance Corporation**

GENERAL BILL by [Rodriguez](#)

Florida Housing Finance Corporation; Designating the corporation, rather than the State Board of Administration, as the state fiscal agency to make determinations in connection with specified bonds; authorizing the corporation's board of directors, rather than the State Board of Administration, to delegate to its executive director the authority and power to perform that function; requiring the

executive director to annually report specified information to the board of directors, rather than the State Board of Administration, etc.

Effective Date: 7/1/2022

Last Action: 6/21/2022 - Approved by Gov. - Chapter No. 2022-194

HOUSE COMPANION: H 137, by Rep. Roth, Similar
Last Action: 3/8/2022 H Laid on Table, refer to CS/SB 196

SB 266: Service as a Law Enforcement Officer

GENERAL BILL by [Diaz](#)

Service as a Law Enforcement Officer; Revising the definition of the term “law enforcement officer” to specify that the time spent on certain activities is part of service as an officer, etc.

After substantial amendment by Sen. Criminal Justice:

*****CS/SB 266: Motor Vehicle Insurance**

Motor Vehicle Insurance; Requiring agencies that employ law enforcement officers to maintain motor vehicle insurance under certain circumstances; providing exceptions; providing liability limitations; providing methods in which the employing agency may meet the liability insurance requirements, etc.

Effective Date: 7/1/2022

Last Action: 5/6/2022 - Approved by Gov. - Chapter No. 2022-91

HOUSE COMPANION: H 139, CS by Gov Ops, Identical
Last Action: 3/7/2022 H Laid on Table, refer to CS/SB 266

*****SB 524: Elections**

GENERAL BILL by [Hutson](#)

Elections; Removing the limitation on the amount of aggregate fines that may be assessed in a calendar year against a third-party voter registration organization for specified violations; revising the candidate oath to require a candidate to subscribe to an oath or affirmation regarding outstanding fines, fees, or penalties owed for certain ethics or campaign finance violations; prohibiting the use of ranked-choice voting to determine election or nomination to elective office; voiding existing or future local ordinances authorizing the use of ranked-choice voting; authorizing the supervisor of elections to designate up to two additional early voting sites per election in areas of a county that do not have otherwise eligible locations, etc.

Effective Date: Except as otherwise expressly provided in this act, this act shall take effect July 1, 2022

Last Action: 4/26/2022 - Approved by Gov. - Chapter No. 2022-73

HOUSE COMPANION: H 7061 by Rep Perez, Similar
Last Action: 3/8/2022 H Laid on Table, refer to CS/CS/SB 524

*****SB 754: Mobile Home Registration Periods**

GENERAL BILL by [Gainer](#)

Mobile Home Registration Periods; Revising the registration and registration renewal periods for a mobile home owned by a natural person, etc.

Effective Date: 7/1/2022

Last Action: 5/19/2022 - Approved by Gov. - Chapter No. [2022-123](#)

HOUSE COMPANION: H 223, by Rep. Maney, Identical
Last Action: 3/4/2022 H Laid on Table, refer to CS/SB 754

*****SB 1046: Public Records/Law Enforcement Geolocation Information**

PUBLIC RECORDS/GENERAL BILL by Sen. Hooper

Public Records/Law Enforcement Geolocation Information; Defining the term “law enforcement geolocation information”; providing an exemption from public records requirements for law enforcement geolocation information held by a law enforcement agency; providing for future legislative review and repeal of the exemption; providing a statement of public necessity, etc.

Effective Date: 7/1/2022

Last Action: 5/12/2022 - Approved by Gov. - Chapter No. [2022-107](#)

HOUSE COMPANION: H 773, by Rep. Willhite, Identical
Last Action: 3/4/2022 H Laid on Table, refer to CS/SB 1046

*****SB 1194: Local Tax Referenda Requirements**

GENERAL BILL by [Boyd](#)

Local Tax Referenda Requirements; Requiring referenda elections related to tourist development taxes, tourist impact taxes, and children’s services and independent special district property taxes to be held on the day of a general election; requiring referenda elections related to increases in county and municipal ad valorem tax millages to be held on the day of a general election; requiring referenda elections related to local option fuel taxes to be held on the day of a general election, etc.

Effective

Date: 7/1/2022

Last Action: 3/2/2022 Senate - Laid on Table, refer to [CS/CS/HB 777](#)

HOUSE COMPANION: H 777, by Rep. Robinson, Identical
Last Action: 6/28/2022 - Approved by Gov. - Chapter No. 2022-214

*****SB 1380: Real Property Rights**

GENERAL BILL by [Rodriguez](#)

Real Property Rights; Revising rights that are not affected or extinguished by marketable record titles; revising the types of interests extinguished by marketable record titles; authorizing owners or operators of private property used for motor vehicle parking to establish rules, rates, and fines governing private persons parking on the property; prohibiting counties and municipalities from enacting any ordinance or regulation attempting to restrict or prohibit the owner or operator from adopting such rules, rates, or fines, etc.

Effective Date: Upon becoming a law

Last Action: 6/8/2022 - Approved by Gov. - Chapter No. [2022-171](#)

House Companion: H 219 by Rep. Tuck, Similar
Last Action: 3/3/2022 H Laid on Table, refer to CS/SB 1380

*****CS/CS/SB 1664: Residential Picketing**

GENERAL BILL by Rules ; Judiciary ; [Perry](#) ; (CO-INTRODUCERS) [Boyd](#)

Residential Picketing; Prohibiting a person from picketing or protesting before or about the dwelling of a person with specified intent; providing criminal penalties; requiring a specified warning before arresting a person for a certain violation, etc.

Effective Date: 10/1/2022

Last Action: 3/4/2022 Senate - Laid on Table, refer to [CS/HB 1571](#)

House Companion: H 1571 by Rep. Maggard, Similar

Last Action: 5/17/2022 - Approved by Gov. - Chapter No. 2022-118

*****CS/SB 1764: Municipal Solid Waste-to-Energy Program**

GENERAL BILL by Appropriations ; [Albritton](#)

Municipal Solid Waste-to-Energy Program; Creating the Municipal Solid Waste-to-Energy Program within the Department of Agriculture and Consumer Services for a specified purpose; requiring the department, subject to appropriation, to provide annual financial assistance grants to municipal solid waste-to-energy facilities that meet certain requirements; requiring the department to establish a process to verify the amount of certain electric power purchases; directing the Public Service Commission to provide assistance in verifying grant eligibility, etc.

Effective Date: 7/1/2022

Last Action: 6/21/2022 - Approved by Gov. - Chapter No. [2022-199](#)

House Companion: H 1419 by Rep. Mariano, Similar

Last Action: 3/14/2022 H Died in Tourism, Infrastructure & Energy Subcommittee

*****CS/SB 1954: Code and Traffic Enforcement**

GENERAL BILL by Transportation ; [Wright](#)

Code and Traffic Enforcement; Authorizing a sheriff or chief administrative officer of a county or municipality to designate a special event zone under certain circumstances on a roadway, street, or highway; authorizing a law enforcement officer to impound the motor vehicle of a person who commits a noncriminal traffic infraction or a criminal traffic violation in a special event zone; revising the types of soundmaking devices or instruments subject to the prohibition against operating or amplifying sound from within a motor vehicle in a certain manner; prohibiting such operation or amplification in areas adjoining private residences, etc.

Effective Date: 7/1/2022

Last Action: 3/4/2022 Senate - Laid on Table, refer to [CS/HB 1435](#)

House Companion: H 1435 by Rep Leek, Similar

Last Action: 6/1/2022 - Approved by Gov. - Chapter No. 2022-149

*****SB 2500: Appropriations**

GENERAL BILL by Appropriations

Appropriations; Providing moneys for the annual period beginning July 1, 2022, and ending June 30, 2023, and supplemental appropriations for the period ending June 30, 2022, to pay salaries, and other expenses, capital outlay - buildings, and other

improvements, and for other specified purposes of the various agencies of state government, etc. APPROPRIATION: \$108,596,897,427

Effective Date: Except as otherwise provided herein, this act shall take effect July 1, 2022, or upon becoming law, whichever occurs later; however, if this act becomes law after July 1, 2022, then it shall operate retroactively to July 1, 2022

Last Action: 2/17/2022 Senate - Laid on Table, refer to [HB 5001](#)

House Companion: H 5001 by Rep Trumbull, Similar

Last Action: 6/3/2022 - Approved by Gov.* - Chapter No. [2022-156](#)

- Although the Budget bill was approved by the Governor, he exercised his line item veto authority on many items many of which were MBRs, including Pembroke Park item.

C. APPROPRIATIONS – MEMBER BUDGET REQUESTS:

HB 3449/SenAp#1375 - Septic to Sewer -- referred to the Appropriations Subcommittee on Agriculture, Environment and General Government - \$2,500,000 – did not get the required House Appropriations subcommittee hearing and was not included in the budget

HB 3451/SenAp#1376 – Bicycle/Pedestrian Infrastructure -- referred to the Appropriations Subcommittee on Transportation, Tourism, and Economic Development - \$195,000 – Although this item made it into the budget – thanks to Rep Woodson and Sen Jones for their help in doing this – as referred to above the Governor vetoed this item along with numerous other Member Budget Requests.

HB 3453/SenAp#1377 - Law Enforcement Radio Mgmt System -- referred to Appropriations Subcommittee on Criminal and Civil Justice - \$212,937 – this bill was heard in a House subcommittee and was therefore *eligible* to be in the budget, but not guaranteed to be in the House Budget and unfortunately, it did not make it into either the House or Senate budgets – despite an all-out effort by the lobby team to press Sen Jones and Rep Woodson to keeping fighting for it – which they did.

D. Other Legislation Affecting Municipalities - That Did Not Pass

SJR 152: Supermajority Vote for Legislative Preemption

JOINT RESOLUTION by [Farmer](#)

Supermajority Vote for Legislative Preemption; Proposing amendments to the State Constitution to require a supermajority vote of each house to approve a general law preempting a subject of legislation to the state, etc.

Last Action: 3/14/2022 Senate - Died in Community Affairs

HOUSE COMPANION: None was filed.

SB 154: Tax Exemption

GENERAL BILL by [Rodriguez](#) ; (CO-INTRODUCERS) [Ausley](#)

Tax Exemption; Revising the value of property subject to an ad valorem tax exemption; raising from \$500 to \$5,000 the property tax exemption for widows, widowers, blind persons and persons with total and permanent disabilities.

Effective Date: 1/1/2023

Last Action: 3/14/2022 Senate - Died in Community Affairs

HOUSE COMPANION: H 13, by Reps Gottlieb and Morales, Similar
3/14/2022 House - Died in Ways & Means Committee

SB 228: Resiliency Energy Environment Florida Programs

GENERAL BILL by [Rodriguez](#) ; (CO-INTRODUCERS) [Burgess](#) ; [Hutson](#)

Resiliency Energy Environment Florida Programs; Providing that a property owner may apply to a Resiliency Energy Environment Florida (REEF) program for funding to finance a qualifying improvement and may enter into an assessment financing agreement with a local government; authorizing local governments to enter into agreements with program administrators to administer REEF programs; specifying underwriting, financing estimate, disclosure, and confirmation requirements for program administrators relating to residential real property, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died on Calendar

HOUSE COMPANION: H 101, by Rep. Fine, Similar
Last Action: 3/14/2022 H Died in Commerce Committee

SB 316: Preemption of Tree Pruning, Trimming, and Removal

GENERAL BILL by [Stewart](#)

Preemption of Tree Pruning, Trimming, and Removal; Repealing a provision relating to tree pruning, trimming, or removal on residential property, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Community Affairs

HOUSE COMPANION: H 6025, by Rep. Eskamani, Identical
3/14/2022 H Died in Local Administration & Veterans Affairs Subcommittee

SB 320: Preemption of Recyclable and Polystyrene Materials

GENERAL BILL by [Stewart](#) ; (CO-INTRODUCERS) [Polsky](#)

Preemption of Recyclable and Polystyrene Materials; Removing the preemption of local laws regarding the regulation of auxiliary containers, wrappings, or disposable plastic bags; removing the preemption of local laws regarding the use or sale of polystyrene products to the Department of Agriculture and Consumer Services, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Environment and Natural Resources

HOUSE COMPANION: H 6063, by Rep. Gieco, Identical
Last Action: 3/14/2022 H Died in Regulatory Reform Subcommittee

SB 362: Ad Valorem Tax Exemption for Nonprofit Homes for the Aged

GENERAL BILL by [Rodriguez](#)

Ad Valorem Tax Exemption for Nonprofit Homes for the Aged; Revising ownership entities for nonprofit homes qualifying for an exemption from ad valorem taxation to include certain limited partnerships, etc.

Effective Date: 1/1/2023

Last Action: 3/14/2022 Senate - Died in Appropriations

HOUSE COMPANION: H 401, by Rep. Smith, Similar
Last Action: 3/14/2022 S Died in Appropriations

SB 510: Financial Disclosures for Elected Local Officers

GENERAL BILL by [Brodeur](#)

Financial Disclosures for Elected Local Officers; Requiring specified local officers to file a full and public disclosure of financial interests; revising the definition of the term "local officer", etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 House - Died in Messages

HOUSE COMPANION: H 301, by Rep. Roach, Similar
Last Action: 3/14/2022 H Died on Second Reading Calendar

SB 512: Vacation Rentals

GENERAL BILL by [Burgess](#)

Vacation Rentals; Requiring advertising platforms to collect and remit taxes for certain transactions; revising the regulated activities of public lodging establishments and public food service establishments preempted to the state to include licensing; expanding the authority of local laws, ordinances, or regulations to include requiring vacation rentals to register with local vacation rental registration programs; authorizing local governments to adopt vacation rental registration programs and impose fines for failure to register; requiring advertising platforms to require that persons placing advertisements for vacation rentals include certain information in the advertisements and attest to certain information, etc.

Effective Date: Except as otherwise expressly provided in this act, this act shall take effect upon becoming a law

Last Action: 3/14/2022 Senate - Died in Appropriations

HOUSE COMPANION: H 325, by Rep. Fischer, Similar
Last Action: 3/14/2022 H Died in Ways & Means Committee

SB 788: Florida Hometown Hero Housing Program

GENERAL BILL by [Hooper](#)

Florida Hometown Hero Housing Program; Creating the Florida Hometown Hero Housing Program; providing the purpose of the program; specifying requirements for loans under the program; authorizing the Florida Housing Finance Corporation to underwrite and make such loans to specified borrowers; specifying ineligible employees, etc.

Effective Date: Upon becoming a law

Last Action: 3/14/2022 Senate - Died in Appropriations

HOUSE COMPANION: None were filed.

SB 800: Economic Development

GENERAL BILL by [Albritton](#)

Economic Development; Authorizing municipalities to exempt by ordinance the public service tax that specified users would pay on electrical energy purchases; providing an exemption from the state tax on sales, use, and other transactions for building materials used in the rehabilitation of real property in an opportunity zone; revising the qualification criteria and tax credit amounts for new and existing businesses under the Rural Job Tax Credit Program; establishing a rural opportunity tax refund program for qualified target industry businesses in rural areas, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Appropriations

HOUSE COMPANION: H 685, by Rep. Drake, Compare
Last Action: 3/14/2022 H Died on Second Reading Calendar

SB 886: 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.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Community Affairs

HOUSE COMPANION: H 515, Rep. Robinson, Identical
Last Action: 3/14/2022 H Died in Tourism, Infrastructure & Energy Subcommittee

SB 908: Fees/Electric Vehicles and Plug-in Hybrid Electric Vehicles

GENERAL BILL by [Brandes](#)

Fees/Electric Vehicles and Plug-in Hybrid Electric Vehicles; Imposing specified additional annual flat fees on electric vehicles; imposing a license tax and an additional annual flat fee on plug-in hybrid electric vehicles; authorizing persons and entities to biennially renew vehicle registrations for electric vehicles and plug-in hybrid electric vehicles; providing for the distribution of proceeds from the additional fees, etc.

Effective Date: July 1, 2022, but only if SB 918 or similar legislation takes effect, if such legislation is adopted in the same legislative session or an extension thereof and becomes a law

Last Action: 3/14/2022 Senate - Died in Transportation

HOUSE COMPANION: No House companion was filed.

SB 1022: Preemption of the Regulation of Tobacco and Nicotine Products

GENERAL BILL by Sen. Ausley

Preemption of the Regulation of Tobacco and Nicotine Products; Repealing provisions relating to preemption of the regulation of tobacco and nicotine products, respectively, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Regulated Industries

HOUSE COMPANION: H 6081, by Rep. Hunschofsky, Identical
Last Action: 3/14/2022 H Died in Regulatory Reform Subcommittee

SB 1030: Impact Fee Credits

GENERAL BILL by Sen. Taddeo

Impact Fee Credits; Revising the area within which impact fee credits are assignable or transferable, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Community Affairs

HOUSE COMPANION: H 681, by Rep Rodriguez, Identical
Last Action: 3/14/2022 H Died in Local Administration & Veterans Affairs Subcommittee

SB 1056: Rental of Homestead Property

GENERAL BILL by [Hutson](#)

Rental of Homestead Property; Revising criteria under which the rental of homestead property is not considered abandonment for tax exemption purposes; subjecting property to the payment of interest under certain circumstances, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Community Affairs

HOUSE COMPANION: H 1345 by Rep McFarland
Last Action: 3/14/2022 H Died in Ways & Means Committee

SB 1124: Preemption of Local Government Wage Mandates

GENERAL BILL by [Gruters](#)

Preemption of Local Government Wage Mandates; Creating the "Wage Mandate Preemption Act"; revising prohibitions relating to political subdivisions enacting, maintaining, or enforcing wage mandates in an amount greater than the state minimum wage rate, etc.

Effective Date: Upon becoming a law

Last Action: 3/14/2022 Senate - Died in Commerce and Tourism

HOUSE COMPANION: H 943 by Rep. Harding, Identical
Last Action: 3/14/2022 H Died in State Affairs Committee

SB 1142: Local Districting

GENERAL BILL by [Hutson](#)

Local Districting; Prohibiting the drawing of county districts to favor or disfavor an incumbent county commissioner; prohibiting the consideration of the addresses of certain persons during the district-drawing process; requiring municipalities to fix the boundaries of their districts in a certain manner; prohibiting the drawing of municipal districts to favor or disfavor an incumbent member of the municipality's governing body; prohibiting the drawing of member residence areas of district school boards to favor or disfavor an incumbent district school board member, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Ethics and Elections

HOUSE COMPANION: H 827, by Rep. Barnaby, Similar

Last Action: 3/14/2022 H Died in Public Integrity & Elections Committee

SB 1150: Tax Exemption for Affordable Housing

GENERAL BILL by Sen. Rodriguez

Tax Exemption for Affordable Housing; Authorizing counties and municipalities to adopt ordinances to grant ad valorem tax exemptions to certain property owners whose properties are used for the governmental or public purpose of providing affordable housing to certain persons or families; providing conditions for such exemptions; specifying procedures that apply to persons if property is transferred for other purposes; specifying that an exemption improperly granted by a property appraiser to a person will not be assessed a penalty or interest, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Appropriations

HOUSE COMPANION: H 495, by Rep. Rodriguez, Similar

Last Action: 3/14/2022 H Died in Local Administration & Veterans Affairs Subcommittee

SB 1158: Home Kitchen Operations

GENERAL BILL by Sen. Jones

Home Kitchen Operations; Exempting home kitchen operations from food permitting requirements under certain circumstances; specifying requirements for the sale of home kitchen food products; preempting regulation of home kitchen operations to the state; authorizing the Department of Agriculture and Consumer Services to investigate complaints about a home kitchen operation, conduct inspections, and impose disciplinary actions, etc.

Effective Date: Upon becoming a law

Last Action: 3/14/2022 Senate - Died in Appropriations

HOUSE COMPANION: H 707, by Rep. Learned, Identical

Last Action: 3/14/2022 H Died in Agriculture & Natural Resources Appropriations Subcommittee

SB 1162: Infrastructure Project Funding

GENERAL BILL by Sen. Broxson

Infrastructure Project Funding; Prohibiting an administering agency from disbursing funds from any category of the General Appropriations Act for infrastructure projects under certain conditions; requiring a grantee to use the revenues for infrastructure projects for certain activities; prohibiting water management districts from appropriating or disbursing funds to grantees for water-related projects unless certain conditions are met; prohibiting certain entities from applying for water project grant funding, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Environment and Natural Resources

HOUSE COMPANION: HB 621, by Rep. Fine, Identical

Last Action: 3/14/2022 H Died in Tourism, Infrastructure & Energy Subcommittee

SB 1170: State Housing Assistance Programs

GENERAL BILL by Sen. Brandes

State Housing Assistance Programs; Removing powers of the Florida Housing Finance Corporation to develop and administer the State Apartment Incentive Loan Program; renaming the State Housing Initiatives Partnership Program as the State Housing Initiatives Partnership Block Grant Program; removing municipalities from eligibility under the program; providing that the corporation shall distribute moneys appropriated by the Legislature for the program, rather than distribute moneys in the Local Government Housing Trust Fund; revising eligible counties and distribution calculations under the State Housing Initiatives Partnership Block Grant Program, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Community Affairs

HOUSE COMPANION: H 1553 by Rep. Plakon, Compare
Last Action: 3/14/2022 H Died in Local Administration & Veterans Affairs Subcommittee

SB 1176: Citizen Review Boards

GENERAL BILL by [Bracy](#)

Citizen Review Boards; Requiring law enforcement agencies that employ law enforcement officers being investigated for use of force by a citizen review board to include a member of the citizen review board as part of the law enforcement agency's investigative team; requiring the board of county commissioners or other governing body of each county, by a specified date, to establish a citizen review board having the authority and ability to independently investigate law enforcement agencies within that county, etc.

Effective

Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Judiciary

HOUSE COMPANION: No House companion bill was filed

SB 1196: Community Violence Task Force

GENERAL BILL by Sen. Jones

Community Violence Task Force; Creating the task force within the Department of Law Enforcement; requiring state agencies to provide assistance when requested; authorizing the task force to receive exempt or confidential and exempt information and specifying that the information maintains such status; providing for expiration of the task force, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Governmental Oversight and Accountability

House Companion: H 1093 by Rep. Hunschofsky, Similar
3/14/2022 House - Died in Criminal Justice & Public Safety Subcommittee

SB 1248: Local Government Land Development Actions

GENERAL BILL by Sen. Gruters

Local Government Land Development Actions; Specifying the authority of a county or municipality, respectively, to make additional comments on an application for approval of a development permit or development order; requiring local governments to adopt residential infill development standards by a specified date; specifying guidelines local governments must use in developing residential infill development standards; prohibiting a local government from approving applications with many deficiencies; requiring local governments to amend their development regulations and comprehensive plans to

incorporate residential infill developments as a zoning classification and incorporate them as an appropriate land use classification, etc. 3/14/2022 House - Died in Criminal Justice & Public Safety Subcommittee

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Community Affairs

HOUSE COMPANION: H 739, by Rep. Borrero, Similar
Last Action: 3/14/2022 H Died in Commerce Committee

SB 1252: Traffic Offenses

GENERAL BILL by Sen. Baxley

Traffic Offenses; Creating the "Vulnerable Road User Act"; providing criminal penalties for a person who commits a moving violation that causes serious bodily injury to, or the death of, a vulnerable road user; requiring the person who commits the moving violation to pay a specified fine, serve a minimum period of house arrest, and attend a driver improvement course; requiring the court to revoke the person's driver license for a minimum specified period; defining the term "vulnerable road user", etc.

Effective Date: 10/1/2022

Last Action: 3/14/2022 Senate - Died in Transportation

HOUSE COMPANION: H 743, by Rep. McClain, Similar
Last Action: 3/14/2022 H Died in Criminal Justice & Public Safety Subcommittee

SB 1264: Ad Valorem Taxation

GENERAL BILL by Sen. Brandes

Ad Valorem Taxation; Providing for the periodic increase in the ad valorem taxation exemption on a homestead property's assessed value that exceeds a specified amount, etc.

Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 1266 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the general election held in November 2022 or at an earlier special election specifically authorized by law for that purpose

Last Action: 3/14/2022 Senate - Died in Community Affairs

House Companion: H 1503 by Rep. Fischer, Identical
3/14/2022 House - Died in Ways & Means Committee

SJR 1266: Homestead Property Exemption

JOINT RESOLUTION by [Brandes](#)

Homestead Property Exemption; Proposing amendments to the State Constitution to provide for the periodic increase of the twenty-five thousand dollar exemption on a homestead property's assessed value that is greater than fifty thousand dollars, etc.

Last Action: 3/14/2022 Senate - Died in Community Affairs

House Companion: H 923 by Rep. Fischer, Similar
Last Action: 3/14/2022 H Died in Ways & Means Committee

SJR 1278: Homestead Property Taxes/Persons Age 65 and Older

JOINT RESOLUTION by [Diaz](#)

Homestead Property Taxes/Persons Age 65 and Older; Proposing amendments to the State Constitution to authorize the Legislature, by general law, to prohibit increases in the assessed value of homestead property held by a low-income senior; to authorize the Legislature, by general law, to allow counties or municipalities to grant an exemption equal to the assessed value of homestead property held by a low-income senior; to provide for a homestead exemption equal to the assessed value of the property, if the just value of the property is less than a certain amount and legal or equitable title to the property is held by certain senior, low-income, long-term residents, to provide for annual adjustment of the just value threshold, and to provide an effective date, etc.

Last Action: 3/14/2022 Senate - Died in Community Affairs

House Companion: H 973 by Rep. Borrero, Similar

Last Action: 3/14/2022 House - Died in State Affairs Committee

SB 1280: Homestead Taxes for Persons Age 65 and Older

GENERAL BILL by Sen. Diaz

Homestead Taxes for Persons Age 65 and Older; Providing a homestead assessment limitation for certain persons who have attained age 65; requiring a property appraiser to serve a notice of intent to record a notice of tax lien against the property upon persons granted but not entitled to the limitation; revising the additional exemptions that may be granted by counties or municipalities to certain senior, low-income, long-term residents receiving a specified homestead exemption; providing for a homestead exemption equal to the assessed value of the property for certain property held by certain senior, low-income, long-term residents, etc.

Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 1278 or a joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the general election held in November 2022 or at an earlier special election specifically authorized by law for that purpose.

Last Action: 3/14/2022 Senate - Died in Community Affairs

House Companion: H 975 by Rep. Borrero, Similar

3/14/2022 House - Died in State Affairs Committee

SB 1296: Homeowners' Association Ombudsman

GENERAL BILL by [Burgess](#)

Homeowners' Association Ombudsman; Creating the Office of the Homeowners' Association Ombudsman within the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation; directing the Governor to appoint an ombudsman; requiring the ombudsman to be an attorney admitted to practice before the Florida Supreme Court; prohibiting the ombudsman and officers and full-time employees of the office from holding certain positions, engaging in certain activities, or receiving certain remuneration; providing for the administration of an election monitoring process, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Regulated Industries

House Companion: H 1033 by Rep. Beltran

Last Action: 3/14/2022 H Died in Civil Justice & Property Rights Subcommittee

SB 1554: Municipal Incorporation

GENERAL BILL by [Diaz](#)

Municipal Incorporation; Requiring that a charter for incorporation of a municipality be approved in a specified nonbinding referendum before the contemplated special act or proposed bill is introduced in the Legislature; requiring that the certified results of the referendum be attached to the bill when introduced; revising the date when a required feasibility study of a proposed municipal incorporation must be completed and submitted to the Legislature, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Community Affairs

House Companion: H 1035 by Rep. Williamson, Similar
Last Action: 3/14/2022 H Died in Public Integrity & Elections Committee

CS/CS/SB 1702: Building Safety

GENERAL BILL by Rules ; Regulated Industries ; [Bradley](#) ; (CO-INTRODUCERS) [Rodriguez](#) ; [Garcia](#) ; [Cruz](#)

Building Safety; Defining the term “milestone inspection”; specifying that the purpose of a milestone inspection is not to determine compliance with the Florida Building Code or the firesafety code; requiring certain associations to periodically have a study conducted relating to required reserves after a specified date; requiring associations to provide for the maintenance, repair, and replacement of condominium property; authorizing boards to adopt a special assessment or borrow money for certain reasons without unit owner approval; revising certification and education requirements for directors of association boards, etc.

Effective Date: 7/1/2022

Last Action: 3/10/2022 Senate - Laid on Table, refer to [CS/HB 7069](#)

House Companion: H 7069 By Rep. Perez
Last Action: 3/14/2022 House - Died in returning Messages

CS/CS/SB 1728: Property Insurance

GENERAL BILL by Appropriations ; Banking and Insurance ; [Boyd](#) ; (CO-INTRODUCERS) [Perry](#)

Property Insurance; Deleting obsolete provisions related to eligibility thresholds for personal lines residential coverage with the Citizens Property Insurance Corporation; providing for a required limited annual rate increase for specified policies; providing that eligible surplus lines insurers may participate, in the same manner and on the same terms as an authorized insurer, in depopulation, take-out, or keep-out programs relating to policies removed from Citizens Property Insurance Corporation; revising a prohibition against the issuance of insurance policies containing certain deductible provisions; authorizing insurers to limit roof claim payments to the actual cash value under certain circumstances, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 House - Died on Second Reading Calendar

House Companion: H 1307 by Rep. Gregory, Compare
Last Action: 3/14/2022 H Died on Second Reading Calendar

SB 1754: Local Government Communications Services

GENERAL BILL by [Torres](#)

Local Government Communications Services; Removing provisions which require counties and entities of local government to pay ad valorem taxes or fees under specified conditions on certain telecommunications facilities; removing provisions which

require municipalities and entities of local government to pay ad valorem taxes or fees under specified conditions on certain telecommunications facilities; removing provisions prohibiting property and use of two-way telecommunications services under specified circumstances from receiving certain tax exemptions; removing provisions prohibiting sales, rental, use, consumption, or storage for use of two-way telecommunications services under specified circumstances from receiving a certain tax exemption; removing provisions that identify procedures which must be followed by governmental entities before providing communications services, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Regulated Industries

House Companion: H 6043 by Rep. Eskamani, Similar

Last Action: 3/14/2022 H Died in Tourism, Infrastructure & Energy Subcommittee

SB 1778: Urban High-Crime Area Job Tax Credit Program

GENERAL BILL by [Torres](#)

Urban High-Crime Area Job Tax Credit Program; Repealing a provision relating to the Urban High-Crime Area Job Tax Credit Program, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Commerce and Tourism

SB 1872: Impeding, Provoking, or Harassing Law Enforcement Officers

GENERAL BILL by [Bean](#)

Impeding, Provoking, or Harassing Law Enforcement Officers; Defining the term “law enforcement officer”; prohibiting persons from approaching a law enforcement officer, or remaining within a specified distance of such officer, with specified intent after receiving a warning not to approach; providing criminal penalties, etc.

Effective Date: 10/1/2022

Last Action: 3/14/2022 Senate - Died in Judiciary

House Companion: H 11 by Rep. Rizo, Identical

Last Action: 3/14/2022 H Died in Criminal Justice & Public Safety Subcommittee

SB 1882: Use of Police Canines

GENERAL BILL by [Powell](#)

Use of Police Canines; Prohibiting police canines from being used to bite suspects during arrest or apprehension; requiring that law enforcement agencies that use police canines adopt specified policies; providing requirements for the use of police canines in apprehending suspects; requiring the Department of Law Enforcement to maintain specified data concerning the use of police canines and to make such data available in a format meeting specified requirements, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Judiciary

House Companion: No HB was filed.

SB 1900: Preemption to the State

GENERAL BILL by [Torres](#)

Preemption to the State; Removing provisions which preempt counties, municipalities, and other local governmental entities from enacting or adopting any limitation or restriction involving certain contributions and expenditures, or establishing contribution limits different than those established in the Florida Election Code; removing provisions which require counties and entities of local government to pay ad valorem taxes or fees under specified conditions on certain telecommunications facilities; removing provisions which require municipalities and other entities of local government to pay ad valorem taxes or fees under specified conditions on certain telecommunications facilities, etc.

Effective Date: On the effective date of the amendment to the State Constitution proposed by SJR 152 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the general election held in November 2022 or at an earlier special election specifically authorized by law for that purpose

Last Action: 3/14/2022 Senate - Died in Community Affairs

House Companion: H 6113 by Rep. Eskamani, Similar

Last Action: 3/14/2022 House - Died in Local Administration & Veterans Affairs Subcommittee

SB 1944: Local Governmental Actions Against Public or Private Waste Entities

GENERAL BILL by [Baxley](#)

Local Governmental Actions Against Public or Private Waste Entities; Prohibiting counties and municipalities from seeking liquidated damages, administrative fees, or other similar charges against certain waste entities during certain declared emergencies; providing for the administration of such damages, fees, or other similar charges against certain waste entities during other times, etc.

Effective Date: 7/1/2022

Last Action: 3/14/2022 Senate - Died in Environment and Natural Resources

House Companion: H 1241 by Rep. Hawkins, Similar

Last Action: 3/14/2022 H Died in State Affairs Committee

Important Meeting Dates:

Broward Legislative Delegation: Local Bill Workshop – 2:00 to 3:30pm, August 25th in Room 430 at the Governmental Center

State Legislative: Special Session on Congressional Redistricting – April 19-22, 2022
Special Session on Property Insurance will be held sometime in May
2023 Legislative Session will be held in March, April and early May next year
Interim Committee meetings will not start until after November General Election.

<u>Fla League of Cities</u>	August 11 – 13, 2022	FLC Annual Conference – Diplomat Beach Resort, Hollywood
	September 16, 2022	Policy Committee Meetings, 10am-3pm
	October 7, 2022	Policy Committee Meetings, 10am-3pm
	Nov 30-Dec 2, 2022	FLC Legislative Policy Conference

Lobbyist team members reported:

Tidewater - Richard Coates:

Since the end of the regular Session, Mr. Richard Coates and his office continue to confer with me and other team members on our issues. He and I discussed the annexation issue as he is involved in gauging legislative attitudes on the issue from among the majority party leadership in Tallahassee. He is specifically engaged in looking out for any legislative initiatives that could be helpful (or harmful) to the Town – as he was during the last Session.

He continues to monitor any legislative or executive branch activities at the Capital that could be helpful or that might be harmful to the Town. Mr. Coates lists various meetings he had with legislators, including legislative leadership on behalf of the Town.

The Tidewater report includes a list of important upcoming legislative dates, a list of vetoed bills and a very well written summary overview of the recently passed budget signed by the Governor – see Tidewater Report attached for those details.

Because Tidewater is based in Tallahassee (as is Helmich Consulting also), that gives the Town permanent presence in the Capital city that is very important for gaining insight into the political atmosphere in the state, particularly among the state's Governor, Cabinet and legislative leadership.

The full Tidewater written report will be sent as addendum when I receive it.

Helmich Consulting - Bill Helmich:

Mr. Bill Helmich reports assisting me in reviewing and analyzing bills passed during the past Legislative Session affecting municipalities, especially the priority issues in the Town's legislative program. We also discuss the annexation and related potential legislation, such as potential future growth management proposals, that could either be useful or harmful to the Town's interests.

Mr. Helmich and I discuss state and local political developments that could impact the Town of Pembroke Park, especially the impacts of legislative redistricting on the political climate for the Town.

He continues to maintain contact with high level Governor's staff members on our issues, especially the annexation issue and he monitors other Legislative and Executive branch activities at the Capital through his various staff contacts and maintains relationships with the House and Senate leadership teams on both sides of the aisle.

Mr. Helmich's report is attached.

CAS Government Services, LLC - Dale Milita/Connie Vanassche/Jim Spratt

Ms. Vanassche reports that on July 11th, she hosted the monthly zoom call to discuss the status of the various grants that the town is or will be applying for with JC Jimenez, public works staff, Robert Clark and Myriam Jacques, also attending is grant specialist Dee Carper and myself for grant status update. The various grants outstanding are listed in the July GAS report, attached.

Some of the grants that are in process are: FEMA/HMGP: Town Hall Hardening; JP Lyons Stormwater; and, SW 25th St. Stormwater. Some other important project grant discussions: GeoSCADA Telemetry software and equipment for stormwater control (a Local Member Support Grant Program – a legislative budget request under a first time program funded in the FY 2022-23 Budget); Playground equipment replacements, cover and splash pad (discussing funding sources); SW 30th Ave. Septic to Sewer (updated cost estimates needed); and, FEDP Resilient Florida Grant Program (discussion). See May and June reports attached for complete list of the zoom meeting discussion topics. Ms. Vanassche also noted in her report that some of the previously approved MPO projects were no longer eligible under new criteria implemented by the MPO: the Carolina Street increased capacity with water

quality component; JP Lyons Rd congestion issues one-way lane, drainage, sidewalks, etc. See GAS report for more details.

Ms Vanassche attended the July 27th Grant Strategy workshop meeting held at Town Hall.

In addition, she continued working closely with me and Ms. Wood-Carper assisting town staff on potential grant applications.

As she usually does, she made herself available to provide information to the staff or the commission during the July commission meeting and workshop meeting.

The CAS Reports are attached

DC Strategies - Desinda Wood-Carper

Ms. Wood-Carper continues to research grant opportunities in areas of need identified by the Town's Commission or Senior Staff.

During July she attended the July 11th Public Works grant status update zoom meeting and the in person comprehensive grants workshop meeting held at Town Hall on July 27th. She continues to work with Connie and me and with the Police Chief and other Town personnel on law enforcement grant opportunities

In addition, she was available to attend online the Town workshops and commission meetings and answer questions by phone from the Mayor, Commissioners or staff regarding the various grant programs that we are looking into and to advise the senior staff on the details of how to effectuate these grant applications. Ms. Wood-Carper continues to provide me and other Team members with her invaluable insights into the Legislative process.

The DC Strategies written Report will be sent in separately.

CAS Governmental Services, LLC
Communication Advocacy Specialists

Governmental – Legislative Services – Grants – Special Funding

P.O. Box 35 • Canal Point, Florida 33438-0035

Office: 561.924.7702 • Fax: 866.929.8006

To: Mayor Geoffrey Jacobs, Vice Mayor Dieuveille and Clerk Commissioner Hodgkins

From: Connie Vanassche, Jim Spratt and Dale Milita
Communication Advocacy Specialists (CAS) Governmental Services, LLC

Date: August 15, 2022

Copies To: Town Manager JC Jimenez
Town Clerk Marlen D. Martell
David K. Sigerson, Jr., Esq

RE: July 2022 Legislative Activities Report

Communication Advocacy Specialists Governmental Services, LLC (CASGS) appreciates the opportunity to represent the Town of Pembroke Park for lobbying advocacy services. We are pleased to provide you with the July 2022 activities:

- The Town's Legislative Local Member Support Grant Request that CASGS submitted to Representative Woodson on June 17 was published on the House website, as Form No. 99 for the Geo SCADA Telemetry System for the Stormwater and Wastewater Equipment in the amount of \$509,547.
- CASGS responded to communications from Town Staff throughout the month.
- CASGS hosted the monthly Zoom call on July 11th with Staff. Discussions included updates of the existing grants underway:
 - FEMA/HMGP 3 projects: Town Hall Hardening -- generator/air conditioning, JP Lyons Stormwater and SW 25th Street Stormwater projects.
 - MPO Surtax projects – It was revealed that the MPO implemented new criteria. Some projects previously submitted are no longer eligible due to the new regulations. It was shared a new project was submitted to the MPO meeting the new criteria: Carolina Street increased capacity widen with an additional center lane with water quality components; JP Lyons Road congestion issues, one-way lane, drainage, sidewalks, curbing and landscaping. Preliminary design is done for the bike and pedestrian improvements project.
 - Geo SCADA Telemetry software and equipment needed for stormwater and wastewater equipment;
 - Playground equipment replacements, covers and splash pad projects. Staff shared the Preserve Park Fitness Equipment information during the meeting by

Staff. Costs and scope of work are needed. Discussions also included potential funding sources;

- SW 30th Avenue Septic to Sewer updated cost estimates are needed.
- FDEP Resilient Florida Grant Program was discussed. Vulnerability Assessments of critical assets, plans and policies that allow for the Town to prepare for threats from flooding. Critical Asset Vulnerability Assessment is a key component for the development of projects and other grants. Projects eligible included Citywide critical assets Vulnerability Assessment, Stormwater and Wastewater Master Plans Updates, Geo SCADA Telemetry Software and Equipment.
- HB53 Compliance (from 2021 Session) – 20-year plan of the Town’s stormwater and wastewater report to be submitted to Broward County by June 30th using EDR worksheets; Broward County report due to EDR by July 31st. EDR report due to Legislators by Jan. 31, 2023. Future reporting repeats on a 5-year cycle. Reporting of major projects greater than 5% value of budget water quality, reduction of flooding, TMDLS/BMAPs associated, estimated useful life of major components, number served, current and project service area, GIS based inventory, gap analysis, areas funded and not funded needs, etc. Projects included in report may receive priority consideration in grant applications and awards.
- Cost estimates for projects, CCNA and procurement policy was discussed.
- CASGS attended and participated in the July 28th Grant Strategy meeting held at Town Hall.
- CASGS monitored the July Commission and Workshop meetings.
- CASGS coordinated with Ms. Wood-Carper regarding State/Federal grants and potential funding opportunities for Town projects throughout the month.
- CASGS coordinated with Staff throughout the reporting period.

Legislative Update:

- 2023-2024 Legislative Session dates:
 - March 7, 2023 regular session convenes
 - May 5, 2023 is scheduled to be the last day of Regular Session.
 - Committee Weeks have not been scheduled at the time of this report.

Thank you for the opportunity to be part of your legislative Team representing and advocating on the Town’s behalf.

Respectfully Submitted,

Connie C. Vanassche
James R. Spratt
M. Dale Milita

303 Johns Drive, Tallahassee, FL 32301 • (850) 251-3126 • Bill@HelmichConsulting.com

Helmich Consulting, Inc.

MEMORANDUM

To: David Sigerson
From: Helmich Consulting, Inc.
Date: August 10, 2022
RE: Town of Pembroke Park May – July Report

After the Legislative Session, I helped Mr. Sigerson review the many bills identified as affecting municipalities.

Mr. Sigerson and I continue to monitor and discuss the annexation issue and various strategies for addressing that issue. This includes reviewing any annexation activity during the last legislative session.

We continue to discuss the political landscape for potential impact on the Town's agenda in considering that the Town will have a new State Senator and other potential impacts of the legislative and congressional redistricting on the political landscape of the State of Florida.

As previously reported, we continue to keep in close contact with the new House and Senate leadership and their teams on both sides to lend assistance where needed as well as staying in contact with Governor's office staff on our annexation concerns.

If you have any questions or need anything always feel free to reach out to me at Bill@helmichconsulting.com or 850-251-3126.



MEMORANDUM

DATE: August 16, 2022

TO: Town of Pembroke Park Commission
Town of Pembroke Park Town Manager
Town of Pembroke Park Town Clerk

FROM: Desinda Wood-Carper (Dee) *DWC*
DC Strategies LLC

RE: July 2022 Activity Report

DC Strategies LLC continues to provide grant opportunity information, grant application completion and special project coordination for the Town of Pembroke Park and appreciates the opportunity to provide this progress report and monthly activity update to the Commission.

Each month, DC Strategies LLC monitors the Town's workshops and Commission meetings via web or YouTube participation and is available by phone to clarify information or answer your questions. Grant opportunities are researched on the Town-wide bases. Two departments are under this month's work effort: the PPPD and the Public Services Department.

POLICE DEPARTMENT

During this interval, focus was placed on the Town's Police Department funding to initiate "start-up"

PPPD STATE ACTIVITY

- DC Strategies consulted with the Town Police Chief Howard and staff regarding project funding for the Police Department from FDLE grants awarded to meet the records management system requirements federally authorized to all law enforcement agencies. Required compliance reports for these awarded grants were timely submitted to FDLE by the Town Chief of Police.
- DC Strategies LLC meets with Town Police Chief Howard and/or Ms. Joy Brown ongoingly to provide updates on State and federal agency grant opportunities & information from other sources impacting police funding.

PPPD FEDERAL ACTIVITY

- To further accomplish the funding goals for the Pembroke Park Police Department, federal funding programs administered by the Department of Justice (DOJ) and the Department of Homeland Security (DHS) are also being monitored for funding

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opportunities. However, the Department of Homeland Security who historically funds body armor, body cameras and other required gear has yet to open grant opportunities.

- At the behest of Mayor Geoffrey Jacobs and Police Chief Howard, a congressional budget request of \$68,000.00 was submitted to the office of the Honorable Fredericka Wilson during the congressional budget cycle for federal funding. The Town received a letter stating that the request would not be funded this year but look to next year's budget cycle.

PUBLIC SERVICES DEPARTMENT

During this interval, efforts to support the Public Services Department's capital improvement projects and current grants were the focus of DC Strategies LLC (Dee).

PUBLIC SERVICES DEPARTMENT INTERNAL ACTIVITY

- Conference calls were conducted with department staff to discuss Capital improvement projects 1-8 (See *Public Services Department for List*) and the corresponding grant funding from HMPG and CDBG grants. This remains a priority for the Public Services Department and Pembroke Park contractors. The closeout of all grants originating from 2018-2022 still remains a directive from Town leadership.
- Compliance issues remain an issue for the Department. Updated Stormwater and Wastewater Master Plans remain a critical need and are directly required elements and standards for most DEO and DEP grant eligibility. The Department has completed first steps by securing contracts with a 3rd party source for plan completion.
- List of grants was compiled by the Finance Department and discussed in detail with Mayor Jacobs and Department staff. Staff has executed the required extensions (3) to allow additional time to complete existing infrastructure projects. This remains an ongoing focus with periodic updates with staff during monthly conferencing.

PUBLIC SERVICES DEPARTMENT STATE ACTIVITY

- Three (3) grants were submitted to the Department of Environmental Protection, Florida House of Representatives and the Department of Economic Opportunity to fund State required City-wide assessment cost, Geo SCADA telemetry software and Stormwater Master Plan cost reimbursement.

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PUBLIC SERVICES DEPARTMENT STATE ACTIVITY (continued)

- The Department of Environmental Protection Planning projects and regional resilience entity projects Portal opened in June, then reopened July 1 - Sept. 1, 2022 with two grant opportunities announced. **The first grant:**
- (See flyer RESILIENT FLOIRDA GRANT OPPORTUNITIES). This grant would reimburse the cost of the Town's required city-wide assessment was completed by CASGC and DC Strategies LLC and has been submitted to the DEP. We are waiting to hear of the grant award outcome. However, because the Town has not completed the required Stormwater Master Plan (SMP) and corresponding Wastewater Master Plan (WMP), grants for resiliency set to address community vulnerability are not available to us BUT are still within our reach, once the SMP & WMP are completed. **WE REMAIN OPTIMISTIC.** **The second grant:**
- Is an **Implementation projects grant to be included in the Statewide Flooding and Sea Level Rise Resilience Plan: July 1 - Sept. 1, 2022.** Local governments are eligible to apply for implementation project funding **after conducting a vulnerability assessment**, evaluation, report, or other similar document that demonstrates a risk of flooding or risks due to sea level rise to a critical asset or the project area. Beginning in 2024, a Vulnerability Assessment meeting the requirements of section 380.093, F.S., will be a requirement to receive funding. Projects will be funded with Fiscal Year 2022-23 and 2023-24 funds. (See flyer RESILIENT FLOIRDA GRANT OPPORTUNITIES)
- Communities that have yet to perform a **vulnerability assessment** pursuant to statutory requirements and **PEMBROKE PARK falls under this category**, will be prioritized for funding, but a current Stormwater Master Plan must be submitted.
- For the last few months Staff have received overviews and updates of the State's focus on resiliency and local government's role in assessing their infrastructure and reporting their status to their intergovernmental partners, Broward County and State agencies (DEP) where funding for critical upgrades can be obtained.
- The Florida Adaptation Planning Guidebook, a resource guide for communities interested in vulnerability assessments and adaptation planning. The culmination of more than five years of research and in partnership with many state agencies, the guidebook outlines steps and best practices for local governments. The following link provides this 185pg Guide: [Florida Adaptation Planning Guidebook \(floridadep.gov\)](https://www.floridadep.gov/florida-adaptation-planning-guidebook)

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- The Florida Adaptation Guide will assist in fully understanding the State's overall Plan and its partnership with cities and counties to fund assessments, projects and plans set to address resiliency (a fancy word for flooding and coastal sea rise). This also correlates to the required assessment that was due to the Broward County on June 30, 2022 as part of the State's 20 YEAR PLAN.
- Two (2) critical tasks must be completed in order to position Pembroke Park for major funding opportunities coming in the very near future;
 1. Complete the Stormwater and Waste Water Master Plans and submit to the appropriate agencies.
 2. Comply with the Stormwater & Wastewater 20 Year Needs Analyses in compliance with Sections 403.9301 and 403.9302, F.S. directing municipalities to submit their report to their County by June 30, 2022. (*See Office of Economic & Demographic Research – Florida Legislature announcement*). **The Public Service Department staff are working with Broward County to meet this requirement.**

ADDITIONAL TASKS

- DC Strategies LLC communicates with CASGS throughout the month to strategically plan monthly call meeting with the Public Services Department, addresses issues and concerns of staff pertaining to grant compliance and usage.
- DC Strategies LLC also communicates with Town leadership & Department heads throughout the month upon request.

This concludes the July 2022 monthly report. Please do not hesitate to contact me should you require any additional information or would like to discuss grant initiatives. I welcome your call at (850) 363-3781.

Yours in the fight for Home Rule,

A handwritten signature in blue ink, appearing to read 'Desinda'.

Desinda L. Wood-Carper
DC Strategies LLC

(ATTACHMENTS (3) - FLYERS

P.O. Box 470 Winter Park, FL 32792 (850) 363-3781 DCStrategiesLLC@yahoo.com



Stormwater & Wastewater 20-Year Needs Analyses

Sections 403.9301 and 403.9302, Florida Statutes, (see [Chapter 2021-194](#) , Laws of Florida), direct municipalities, counties, and independent special districts that provide a stormwater management system or program, or wastewater management services, to develop a 20-year needs analysis every five years.

For the first cycle of reports, local governments must submit their reports to their respective counties by June 30, 2022. The counties must compile the local reports (including their own) and submit them to EDR and the secretary of the Department of Environmental Protection by July 31, 2022. EDR will then publish an analysis of the stormwater and wastewater submissions in the 2023 edition of the Annual Assessments of Florida's Water Resources and Conservation Lands. The next reporting cycle will begin in 2027.

The templates are provided in two formats. First, a workbook has been developed in EXCEL that should be downloaded and completed for actual submission. The accompanying PDF's are text only, and are only provided for easy reference. Otherwise, the two documents match.

County instructions for compiling all local submissions for final transfer to EDR are available here:

- [Stormwater Management Compilation Workbooks](#)
- [Wastewater Compilation Workbooks](#)

Stormwater (s. 403.9302, F.S.)

- Stormwater Template for Needs Analysis
 - [EXCEL Workbook for Submission](#) [xlsx] - October 8, 2021
 - [Optional Growth Rate Schedules](#) [xlsx]
 - [PDF Version for Reference](#) [pdf] - revised October 8, 2021; replaces September 1, 2021 version
 - [Stormwater Template Overview](#) [pdf] - August 20, 2021

Wastewater (s. 403.9301, F.S.)

- Wastewater Template for Needs Analysis
 - [EXCEL Workbook for Submission](#) [xlsx] - February 15, 2022
 - [PDF Version for Reference](#) [pdf] - February 15, 2022

Last Revised: June 28, 2022



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RESILIENT FLORIDA GRANT OPPORTUNITIES

FloridaDEP.gov/ResilientFlorida

Regional Resilience Entities

Eligible Entities: Regional entities established by local governments and whose responsibilities include resilience planning and coordinating solutions to impacts from flooding and sea level rise.

Project Types: Provide technical assistance to counties and municipalities; coordinate multijurisdictional vulnerability assessments; and develop project proposals to be submitted for inclusion in the Statewide Flooding and Sea Level Rise Resilience Plan.



Fiscal Year 2022-23: \$2 million.

Funding Duration: One year. Projects must be completed and funds expended during single fiscal year.

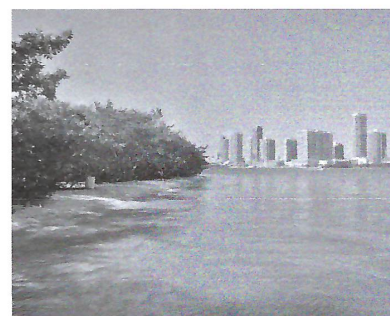
Application Period: May 1 - June 22, 2022.

Statute Reference: Section 380.093(6), F.S.

Planning Grants

Eligible Entities: Counties and municipalities.

Project Types: Vulnerability assessments; adaptation plans; resilience planning; Peril of Flood compliance; comprehensive plan amendments; and projects, plans and policies that allow communities to prepare for threats from flooding and sea level rise.



Fiscal Year 2023-24: \$20 million.

Funding Duration: Three years.

Application Period: May 1 - June 22, 2022.

Statute Reference: Section 380.093(3), F.S.



RESILIENT FLORIDA GRANT OPPORTUNITIES

FloridaDEP.gov/ResilientFlorida

Statewide Flooding and Sea Level Rise Resilience Plan

- Eligible Entities:** Counties, municipalities and other eligible entities as identified in Florida statute.
- Project Types:** Implementation projects that address risks of flooding or sea level rise identified in a vulnerability assessment that meet the requirements of Section 380.093(3), F.S.
- Fiscal Year 2023-24*:** \$100 million.
- Funding Duration:** Three years.
- Match Requirement:** Minimum of 50% match unless qualified as a financially disadvantaged small community.
- Application Period:** July 1 - Sept. 1, 2022.
- Statute Reference:** Section 380.093(5), F.S.



*Fiscal Year 2022-23 Resilience Plan projects have already been awarded. The resilience plan is subject to legislative review and approval and must be submitted to the Legislature by Dec. 1 of each year. Projects are funded within the following fiscal year appropriation.

Supplemental Resilient Florida Grants

- Eligible Entities:** Counties, municipalities and other eligible entities as identified in Florida statute.
- Project Types:** Planning projects, pre-construction activities and implementation projects that address risks of flooding or sea level rise.
- Fiscal Year 2022-23*:** Up to \$200 million in state-directed American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds (SLFRF). \$20 million allocated for planning and pre-construction.
- Funding Duration:** Three-and-a-half years; must be complete by Dec. 31, 2026. No extensions permitted.
- Award Process:** Projects that apply for the Planning Grants and Statewide Resilience Plan may be selected and awarded SLFRF.



*SLFRF funds are a one-time appropriation to the program. The projects funded by the SLFRF are subject to legislative review and approval and must be submitted to the Legislature by Dec. 1, 2022. The projects can be awarded when funds are released by the U.S. Department of Treasury.





MEMORANDUM

DATE: July 2022

TO: The Mayor, Vice Mayor and Commissioners

FROM: Richard E. Coates, President
Tidewater Consulting, Inc.

SUBJECT: Regular Monthly Report for July 2022

This report covers the Month of July 2022.

Tidewater Consulting, Inc. Activities:

Over the course of the summer, we have continued to meet with and have discussions with Town team members, regarding the matters and needs that directly affect the Town. As always, we have engaged with varying members to continue talking about the needs of the Town of Pembroke Park on behalf of the Town, throughout the year

2023 Legislative Regular Session Date:

August 1, 2022 Deadline for filing claim bills (Senate Rule 4.81(2))
March 7, 2023 Regular Session convenes (Article III, section 3(b), State Constitution) 12:00 noon, deadline for filing bills for introduction (Senate Rule 3.7(1))
April 22, 2023 Motion to reconsider made and considered the same day (Senate Rule 6.4(4)) All bills are immediately certified (Senate Rule 6.8)
April 25, 2023 50th day – last day for regularly scheduled committee meetings (Senate Rule 2.9(2))
May 5, 2023 60th day – last day of Regular Session (Article III, section 3(d), State Constitution)

Legislation on Annexation: – Annexation of Property

Just as in previous years, we have been in touch with House and Senate members with regards to the annexation language with respect to the Town of Pembroke Park. We will always advise of updates and progress if anything should transpire in the coming months. We are constantly monitoring this matter as we know it is of high priority to the Town of Pembroke Park.

We will have a very busy year ahead of us as we gear up for what will be an exciting election season and session in 2023. Interim committee meetings will more than likely begin sometime in late November/early December 2022- depending on the election cycle. It will be important that we conduct our strategic planning in a timely manner on behalf of the Town.

Revenue Projections Boosted on Continuing Strong Tax Collections:

State economists increased revenue projections by \$5.3 billion over the next two fiscal years in response to ongoing strong sales tax collections. The move comes as the country experiences high inflation and a rise in interest rates, with some economists expecting a recession. The state Revenue Estimating Conference was held Tuesday and although the new projection is a good sign, economists still believe an economic downturn will happen, though the timing remains uncertain. June revenue projections were 27% higher than economists predicted earlier, causing a boost in overall revenue projections for the fiscal year to \$3.85 billion above original projections, with \$2.6 billion of that being revenue from sales tax alone. "Economic disruption is still evident, with challenges including the end of significant federal monetary and fiscal stimulus provided during the early years of the pandemic, the rapid drawdown of savings over the past year, the elevated use of credit over the past few months, the continued normalization of spending on services and away from taxable goods, and strong inflationary pressures on households," per the Revenue Estimating Conference report from August 15, 2022. Increased revenue projections could mean more funding in the state budget for lawmakers to work with but only if an economic downturn remains at bay.

Pembroke Park Legislative Program:

We are consistently and constantly working with all team members regarding alternative strategies for achieving our legislative objectives and for obtaining legislative funding for future projects, including securing grant money. We will need to prioritize our project list with regards to Appropriations for FY 2023-24. We will want to ensure that our proposed projects enhance a robust economic recovery, support vital services to residents, and continue to support environment, education, and public safety. We look forward to a team meeting prior to the next Town Workshop Commission Meeting.

Firm Representation/Background Note:

As previously mentioned, we are a stable office in Tallahassee and are able to monitor the activities of certain legislative movements throughout the year, and listen out for anything that might be beneficial or harmful to the Town. We continuously have public officials and members of the legislature that frequent the Tallahassee area even long after Session has concluded.

Tidewater has created a tradition of exceeding customer expectations. Our passion for providing an excellent customer experience is exemplified in every action of the process from proposal to client service delivery. The firm's members are uniquely qualified to represent clients through proven experience, unrivaled contacts in Florida's government and extensive ties to many areas throughout Florida. Tidewater has enjoyed an excellent relationship with the Town, and representing the needs of the community in both the Florida Legislative and Executive branch.

AGENDA ITEM REPORT



To: Commision Information
Subject: July 2022 Monthly Report
Meeting: 08 24 2022 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Aug 24 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

ATTACHMENTS:

[22-013](#)
[Monthly Status Report 072022](#)



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 ● Fax 954-966-5310

MEMORANDUM NO.: 22-013

DATE: August 03, 2022
TO: Juan C. Jimenez, Town Manager
FROM: Miguel A. Núñez, Chief Building Official
RE: **MONTHLY STATUS REPORT – JULY 2022**

DS
MN

At this time, I would like to submit the attached Building Department Monthly Status Report for the above referenced period.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: Marlen Martell, Town Clerk
File.



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT

3150 SW 52ND Avenue

Pembroke Park, FL 33023

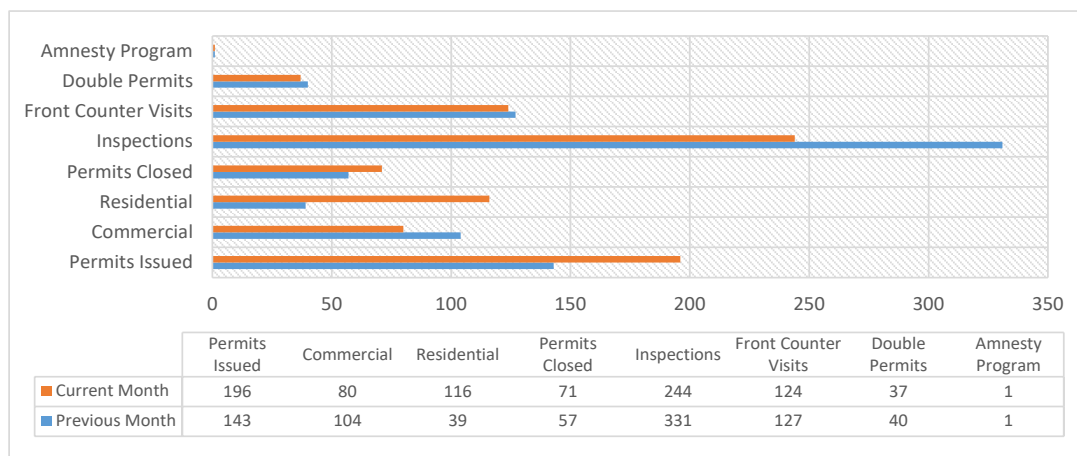
Monthly Status Report

July 2022

Summary:

The Building Department staff continues to excel in our external and internal customer's service.

By the numbers:



As noted above, during this reporting period some categories, have experienced an increased, while others have been reduced, which is a normal fluctuation from month to month, as observed in the above chart. In addition, disciplines inspections were as follows:

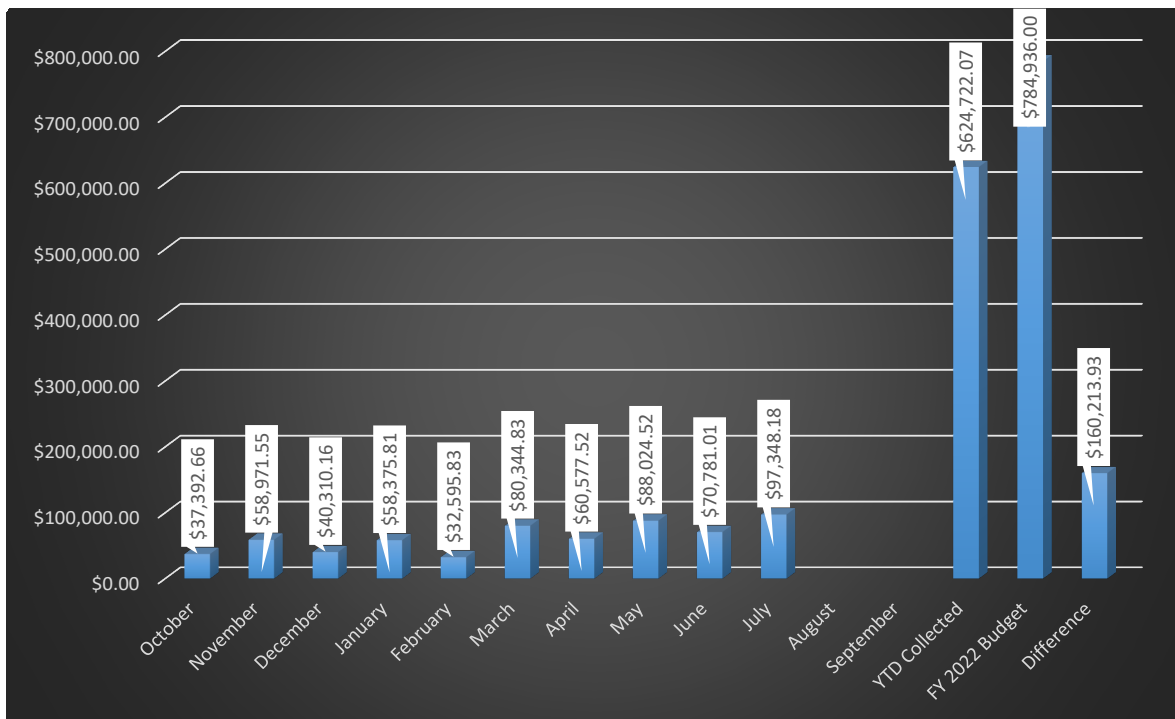
Structural = 104, Mechanical = 27, Electrical = 46, Plumbing = 67: Total of **244 Inspections.**

Further, the started Amnesty Program, have received **14 applications** on the reporting period from different areas of the town for a total of 48 applicants. Thus, outreach is continuing for any potential applicant's information about the program. In addition, we have processed **02** completed reimbursement request for a total of **\$1,370.82** and distributed as follows:

- 123 Lori Lane, Pembroke Park, FL 33009 - **\$1,121.01**
- 3120 West Hallandale Beach Boulevard #529, Pembroke Park, FL 33009 - **\$249.81**

Revenue:

During this reporting period the Building Department associated disciplines (Structural, Electrical, Plumbing and Mechanical) have collected **\$97,348.18**, and it's our impression, that the Building Department is on track to match/break even with our current Fiscal Year budget; see chart below for trend graphical information:



Large Construction Projects Summary:

	Not Started	In Progress	No Action	Completed
--	-------------	-------------	-----------	-----------

Status / Commissioner District	Project	Description	Notes
Seneca Town Center			
1	Building 1	Warehouse Building	Building is completely occupied
1	Building 2	Building Shell (Structure)	Received the latest responses to our corrections, and currently is in the process of plans review by

			all required disciplines. In addition, a clear and grubbing permit was issued.
1	Building 3	Building Shell (Structure)	Submitted for Plans Review and waiting for resubmittal after comments were rendered. In addition, a clear and grubbing permit was issued.
1	Building 5	Building Shell (Structure)	Submitted for Plans Review and waiting for resubmittal after comments were rendered.
Other projects at different areas within the Town			
1	Coca-Cola 3262 Pembroke Road	Various Improvements (Continuous)	Currently under the inspections and additional applications for various permit process.
1	Seneca Town Center 3195 W HBB	Wawa Building	Currently, we have issued the full site work, and currently we have received the Wawa Building for review and waiting for their comment's resubmittal.
		Storage Building	Application for permit was received (Dry-Run) and currently is under disciplines review.
		Hospital Building	Not received at this time.
4	Magnolia Townhomes 3711-3715 SW 52 Avenue	47 Townhomes	Currently, in the process of obtaining their DRC, and the Initial Development Permit (underground/clear and grubbing); Further the existing 3 homes have been demolished and permit closed.
4	Pembroke Oakes SW 52 Avenue and WHBB	7 Buildings (120 Residential units and 5000 SF Commercial)	Currently, in the process of obtaining their Pre-Application Meeting (PAM) and ready to move to the next level (DRC).
5	Pembroke Villas 4945 SW 41 Street	28 Townhomes	Currently, in the process of obtaining their Pre-Application Meeting (PAM) and ready to move to the next level (DRC).

4	Pembroke Plaza 4250 W HBB	Shopping Center Building	Certificate of Completion (CC) Issued, and <u>three</u> Tenants were issued the Certificate of Occupancy (CO).
4	Duplex 5500 SW 32 Court	Newest Duplex Residential Building	Completed
4	O'Reilly's 4700 W HBB	Auto part store	Submitted for Plans Review for review cycle and waiting for resubmittal after comments were rendered (currently we are waiting for the assigned contractor for permit issuance)
4	Car Wash 3301 W HBB	Automatic Car Wash Building	Submitted for Plans Review for review cycle and waiting for resubmittal after comments were rendered. In addition, we have issued the clear and grubbing permit and expecting the full site to be issued, immediately after Broward County release (still waiting on Broward County)

Additional Comments:

In addition to the above reported items, the Building Department has processed numerous additions, renovations, alterations, and accessory structures for the Townhomes (TH); Minor Commercial Tenant Improvements (TI), and Mobile Homes (MH) for repairs, exterior accessories, and new installations.

AGENDA ITEM REPORT



To: Commision Information
Subject: Vehicle Purchasing for the Building Department
Meeting: 08 24 2022 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Aug 24 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

Commission to approved this request

ATTACHMENTS:

[22-014](#)

JC Jimenez, Town Manager
Marlen Martell, Town Clerk

Status:
None
None



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 22-014

DATE: August 17, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuveille, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan Carlos (JC) Jimenez, Town Manager

VIA: Roy Brown, Finance Director

FROM: Miguel A. Núñez, Building Official *MN*

RE: **VEHICLE PURCHASING FOR THE BUILDING DEPARTMENT**

At this time, I would like to request authorization from the commission to purchase the vehicles for the building department complete fleet, under the Florida Department of Management Services, contract #25100000-21-STC. The proposed vehicles are being budgeted for the FY21-22 and the funds earmarked from the building department Surplus Funds.

The Proposed Vehicles would be two (2) 2022 Ford Escape and two (2) Chevrolet Traverse, or similar vehicles depending on availability and inventory from the contracted vendors by the above-mentioned state contract.

Based in the product availability, and the unknown delivery timeframe, we respectfully request that the Commission, allows the purchase of the above vehicles to a not to exceed purchase price of \$125,000.00

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-014.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-014.docx)

AGENDA ITEM REPORT



To: Commision Information
Subject: Building Department Relocation to the Third Floor
Meeting: 08 24 2022 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Aug 24 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

Commission to approve this request

ATTACHMENTS:

[22-015](#)

[3rd floor proposed plan](#)



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 ● Fax 954-966-5310

MEMORANDUM NO.: 22-015

DATE: August 17, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan Carlos (JC) Jimenez, Town Manager

VIA: Roy Brown, Finance Director

FROM: Miguel A. Núñez, Building Official *MN*

RE: **BUILDING DEPARTMENT RELOCATION TO THE THIRD FLOOR**

At this time, I would like to request authorization from the commission to initiate and provide the required ranking for the proposed relocation of the building department offices to the third floor. Our intent is to select the designer of record for the plans, which we request to be approved by the Town Manager, and the request for proposals (RFP) from contractors and later to bring such cost to the commission for approval, in accordance with the town procurement rules and guidelines.

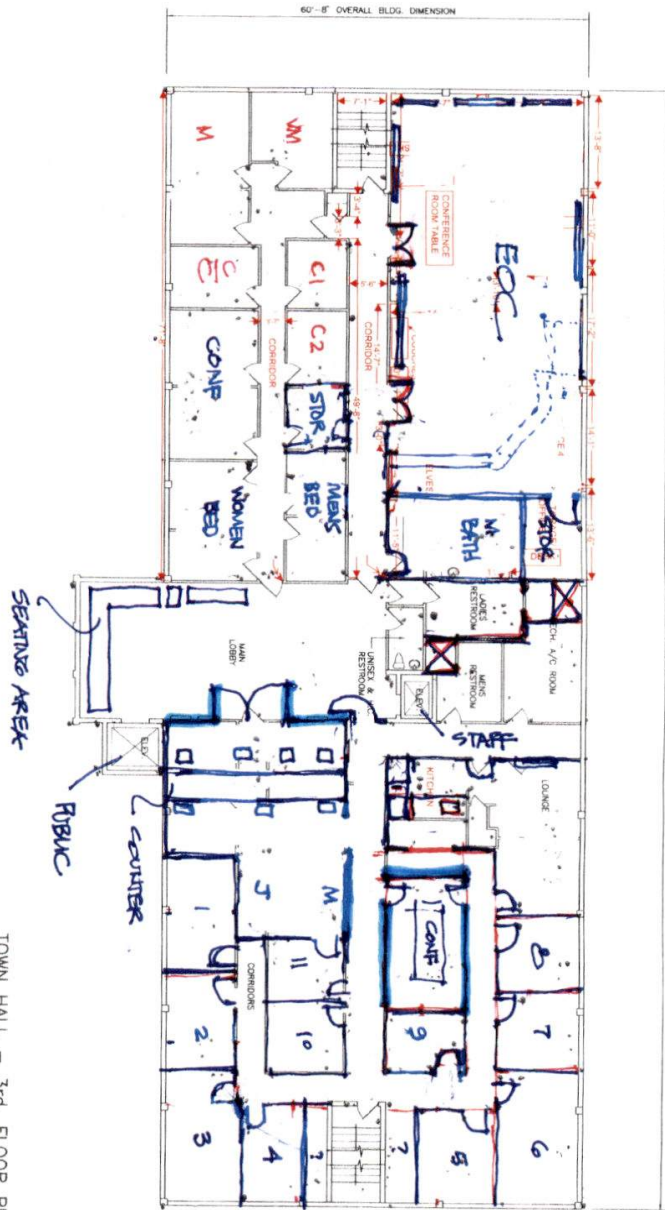
Therefore, we respectfully request that the Town Commission, approve the above-mentioned request. In addition, the used funds will be the previously earmarked building department surplus funds.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-015.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-015.docx)



TOWN HALL - 3rd. FLOOR PLAN
SCALE: 1/8" = 1'-0"

TOWN OF PEMBROKE PARK 3150 S.W. 52nd AVENUE, PEMBROKE PARK FL. 33023		REVISIONS 1 2 3	
TOWN HALL - 3rd. FLOOR PLAN & ALTERATIONS		SCALE 1/8" = 1'-0"	
DATE: AUG. 1987 SCALE: 1/8" = 1'-0" DWG. BY: C.S.W. CHECKED BY: M.K.K.	SHEET NO. 1 of 1		

AGENDA ITEM REPORT



To: Commision Information
Subject: Building Department Fees FY2022-2023
Meeting: 08 24 2022 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Aug 24 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

RECOMMENDATION:

Staff asks the Town Commission to approve this request.

ATTACHMENTS:

[22-016](#)
[Building Department FY 22-23 Fees](#)



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 22-016

DATE: August 18, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan Carlos (JC) Jimenez, Town Manager

VIA: Roy Brown, Finance Director

FROM: Miguel A. Núñez, Building Official *MN*

RE: **PROPOSED BUILDING DEPARTMENT FEES FOR FY22-23**

At this time, I would like to present the proposed permit fees for the FY 2022-2023 for the building department operations; such fees will remain as previous fiscal year 21-22; with the exception of the added \$100.00 penal fee, for any work without permits in addition the Florida Building Code imposed double permit fee; also, a reconsideration fee of \$100.00 for the proposed Unsafe Structures Board, which will be assessed after the Board Order is issued and the affected person would like to present objection to the presented arguments.

Therefore, we respectfully request that the Town Commission, approve the above-mentioned Fee schedule as per FS §553.80(1)(g).

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: File.



BUILDING DEPARTMENT
FY 2022-23 FEES

PAYMENTS:

ALL PAYMENTS WILL ONLY BE ACCEPTED VIA CHECK AND/OR CREDIT CARD – NO CASH

VALUATION:

Permit valuation must be in accordance with [the State of Florida §553.80\(1\)\(g\)](#); the Florida Building Code, Broward County Administrative Provisions (FBC-BCAP) §109.3 and 19.3.1, as follows:

***109.3 Building permit valuations.** The applicant for a permit shall provide an estimated permit value at a time of application. Permit valuations, shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.*

***109.3.1** The Building Official may require an estimate of the cost utilizing RS Means, and/or other descriptive data as a basis for determining the permit fee.*

PERMIT FEES: PER DISCIPLINE SHALL BE:

	Commercial	Residential
Minimum permit fee \$75.00 for all work value up to \$1,000.00		
Additional work to be charged as follows: (in commercial construction only will be in a cumulative basis)		
1. Work valued from \$1,001.00 to \$1,000,000.00	2.0%	1.5%
2. Work valued from \$1,000,001.00 to \$2,000,000.00	1.5%	(non-
3. Work valued more than \$2,000,001.00	1.5%	cumulative)
BASIC STAND-ALONE PERMITS (1 inspection): (Processing fee \$50.00 + Permit fee \$75.00 + County & State Fees)	Not Applicable	\$125.00 (plus, fee surcharges)
• A/C Change out, exact replacement, ground units • Electrical service change, fixtures, outlets replacement • Plumbing fixtures replacement • Water Heater, exact replacement • Hurricane Shutter, Awning • Minor repair		
BASIC STAND-ALONE PERMITS including CC (1-2 inspections): (Processing fee \$50.00 + Permit fee \$75.00 + County & State fees + C.O.C. \$35.00	Not Applicable	\$160.00 (plus, fee surcharges)

- Re-Roof (Mobile Home)
- Window / Door replacement (Retrofit)
- Vinyl Siding

BASIC STAND-ALONE PERMITS with ZONING including CC:

(Processing fee \$50.00 + Permit fee = \$75.00 + Zoning fee = \$45.00 + CC = \$35.00 + County & State Fees):

- Carport replacement (exact replacement)
- Driveway replacement (exact replacement)
- Manufactured Shed
- Fence, Privacy Fence, Trellis
- Slab not for construction, Paver, Walkway

Not Applicable	\$205.00 (plus, fee surcharges)
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DEMOLITION / REMOVAL OF MOBILE HOME: (Processing fee \$50.00 + Permit fee \$250.00 (including Structural, Electrical, Plumbing, Mechanical and Zoning) + C.O.C. \$35.00 + County & State Fees).

Not Applicable	\$335.00 (plus, fee surcharges)
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ANNUAL PREMISE PERMIT:

First trade (per building)

\$2,000.00 (plus, fee surcharges)	\$1,000.00 (plus, fee surcharges)
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Each additional trade (per building)

\$500.00 (plus, fee surcharges)	\$250.00 (plus, fee surcharges)
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EARLY START AUTHORIZATION:

for work valued at \$25,000 and under; or

\$250.00	\$100.00
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for work valued over \$25,000 and up to \$100,000; or

\$500.00	\$200.00
----------	----------

for work valued over \$100,000

\$750.00	\$300.00
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PROCESSING FEES:

\$0.00 - \$10,000.00

\$10,001.00 - \$20,000.00

\$20,001.00 - \$25,000.00

\$25,001.00 - \$35,000.00

\$35,001.00 - \$50,000.00

\$50,001.00 - \$75,000.00

\$75,001.00 - \$100,000.00

\$100,001.00 – or Greater

Commercial	Residential
\$75.00	\$75.00
\$100.00	\$100.00
\$125.00	\$125.00
\$150.00	\$150.00
\$200.00	\$200.00
\$250.00	\$250.00
\$275.00	\$275.00
\$350.00	\$350.00

PLAN PROCESSING FEE AT TIME OF PERMIT SUBMITTAL:

These fees are based on the Value of the work and are Non-Refundable; however, applied to permit fee at time of issuance.

	Commercial	Residential
\$0.00 - \$10,000.00	\$150.00	
\$10,001.00 - \$20,000.00	\$175.00	
\$20,001.00 - \$25,000.00	\$200.00	
\$25,001.00 - \$35,000.00	\$225.00	\$75.00
\$35,001.00 - \$50,000.00	\$270.00	(Flat fee)
\$50,001.00 - \$75,000.00	\$325.00	
\$75,001.00 - \$100,000.00	\$350.00	
\$100,001.00 – or Greater	\$425.00	

PLAN REVIEW FEES:

	Commercial	Residential
<u>PLAN REVIEW FEES:</u> Initial review fee charged on ALL applications (per discipline).	\$75.00	\$45.00 (Flat fee)
<u>SUBSEQUENT PLAN REVIEW FEES:</u> Fee charged for second and all subsequent reviews if review comments not cleared (per discipline); however, after the third review cycle the charge will be four times the initial review cost as per FS 553.80.(2)(b); (\$75.00 x 4 = \$300.00)	\$75.00/hr. or portion thereof	\$45.00 (Flat fee)
<u>CHANGE OF PLAN:</u> Plans revised after permit is issued: (Review fee per hour, per reviewer/discipline).	\$75.00/hr. or portion thereof	\$45.00 (Flat fee)
<u>PRE-PLAN / DRY RUN PLAN REVIEW FEES:</u> (For plan review prior to application) - (\$400.00 Base fee and any additional hours will be at \$75.00/hr. (per discipline)).	\$400.00 +	\$50.00 + (Flat fee)
<u>EXPEDITED PLAN REVIEW:</u> for plan review with application (per discipline)	\$150.00/hr.	\$45.00 (Flat fee)
<u>REVIEW OF SPECIAL INSPECTOR REPORT, TRESHOLD REPORT OR ANY OTHER REPORT NEEDED AFTER PERMIT IS ISSUED.</u>	\$30.00	\$30.00

MEETING: PER DISCIPLINE / PER HOUR

Meetings requested after initial plan review and prior to issuance of permit by architects, engineers, or their duly authorized agent

Commercial	Residential
\$75.00/hr.	\$75.00/hr.

INSPECTION FEES:

Inspections will be charged on ALL PERMITS – PER DISCIPLINE

	Commercial	Residential
1. 1 st inspection	\$75.00/hr. or portion thereof	\$50.00/hr. or portion thereof
2. 2 nd and all additional inspections determined at time of plan review	\$50.00/hr. or portion thereof	\$50.00/hr. or portion thereof
3. In progress inspections	\$50.00/hr. or portion thereof	\$50.00/hr. or portion thereof
4. If determined at time of plan review, that: Commercial: 10 inspections or more will be required from all disciplines on a permit, an upfront inspection fee of \$600.00 will be applied and any additional inspections will be at \$50.00 per inspection – per discipline – Non-refundable. Residential: an upfront inspection fee of \$150.00 for the first (3) initial inspections will be applied and any additional inspections will be at \$50.00 per inspection – per discipline – Non-refundable.	\$600.00 + \$50.00/hr. per additional inspection (per discipline)	\$150.00 + \$50.00/hr. per additional inspection (per discipline)

NEW CONSTRUCTION: (SHELL ONLY)

Inspection fee is based in the total SQ FT of building and its cost of construction (this will include inspections for structural, electrical, mechanical, and plumbing)

2.5% (non-creditable to the building permit fees)	2.5% (non-creditable to the building permit fees)
--	--

OVERTIME INSPECTIONS:

After hours and/or weekend (per discipline)

\$250.00 For the first 3 hours; additional hours at \$75.00/hr.	\$250.00 <u>For the first 3 hours;</u> <u>additional hours at \$75.00/hr.</u>
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RE-INSPECTION FEES:

Partial approval or 1 st disapproval of mandatory inspection	\$75.00	\$75.00
2 nd disapproval (2 x 1 st disapproval fee)	\$150.00	\$150.00
3 rd disapproval (3 x 1 st disapproval fee)	\$225.00	\$225.00
4 th and subsequent disapprovals (4 x 1 st disapproval fee) as per FS 553.80.(2)(c).	\$300.00	\$300.00

PENALTY FEES:

Any work commenced prior to obtaining a permit is subject to double the base permit fee plus the fine indicated below for each trade:

1. First Offense and subsequent penalties. \$100.00
- ~~2. Second Offense~~
removal, deface, mark, disfigure, injure, tamper with, displace, cover, or in any way obscure, a sign or notice posted on a property or structure by the town Building Official or designee, as per Code of Ordinances §5-19.
3. First and subsequent penalties \$100.00

ADDITIONAL FEES:

	Commercial	Residential
Change of Contractor, Transfer of Permit (per discipline)	\$50.00	\$35.00
Permit card replacement only (no plan)	\$25.00	\$25.00
Approved job set plan replacement re-review: (per discipline)	\$75.00	\$35.00
Certificate of Completion (CC). (Minimum \$100.00)	5.0% per SF	\$35.00
Certificate of Occupancy (CO). (Minimum \$250.00)	5.0% per SF	\$75.00
Temporary Certificate of Occupancy (TCO).	\$500.00	N/A
Partial Certificate of Occupancy (PCO).	\$500.00	N/A
Cancellation of application / plan review	Plan review fees with processing fees	Plan review fees with processing fees
Reinstatement of expired permit	50% permit	50% permit fee fee
40 Year Building Safety Inspection processing fee	\$350.00	\$350.00
Permit extension for 90 Days (each).	\$150.00	\$75.00
Backflow recertification	\$91.00	\$91.00
Technology fee on credit card	3%	3%
Bank Charge / NSF check / Returned check	\$35.00	\$35.00

DOCUMENT REPRODUCTION AND SCANNING FEES:

	Commercial	Residential
COST OF SCANNING: Conversion of paper plans and documents to digital format by scanning (per sheet)		
Service fee: (to be applied to all permit applications).	\$20.00	\$20.00
Documents/Sheet up to and including 11"x17" (each side)	\$0.25	\$0.25
Documents/Sheet larger than 11"x17" (each side)	\$4.00	\$4.00
COST OF REPRODUCTION: Conversion to paper plans and documents from digital format by printing in house (per sheet)		
Sheets up to 8-1/2"x14" (each side)	\$0.25	\$0.25
Sheets larger than 8-1/2"x14" up including 11"x17" (each side)	\$0.35	\$0.35
Documents larger than 11"x17"	\$8.00	\$8.00
CD-ROM / FLASH DRIVE.	\$10.00	\$10.00

UNSAFE STRUCTURES ENFORCEMENT FEES:

Enforcement Fees: Inspections of vacant, boarded-up/secure structures and/or unsafe buildings or structures (as per Section 116 of the Florida Building Code, Broward County Administrative Provisions) shall be a minimum as noted plus, the following enforcement case fees:	Commercial	Residential
	\$20.00 per quarter hour) +	\$20.00 per quarter hour) +
• Case Processing Fee, each	\$400.00	\$400.00
• <u>Reconsideration Fee</u>	<u>\$100.00</u>	<u>\$100.00</u>
• Photographs, each	\$2.50	\$2.50
• Initial Inspection Fee	\$150.00	\$150.00
• Re-Inspection Fee, each	\$75.00	\$75.00
• Posting of Notices, each	\$40.00	\$40.00
• Unsafe Structures Board Processing Fee	\$150.00	\$150.00
• Title Search	\$20.00	\$20.00
• Court Reporting Transcription	Actual Cost	Actual Cost
• Legal Advertising, each	Actual Cost	Actual Cost
• Permit Fees	Actual Cost	Actual Cost
• Lien/Recording/Cancellation of Notices, each	Actual Cost	Actual Cost
• Bid Processing Fee	\$200.00	\$200.00
• Demolition/Secure Services	Actual Cost	Actual Cost

NOTES:

FOR FIRE PLAN REVIEW AND INSPECTIONS: BROWARD COUNTY ORDINANCE FEE SCHEDULE REFER TO ZONING & ENGINEERING FEE SCHEDULE FOR THEM.

AGENDA ITEM REPORT



To:

Subject: Code Enforcement Report - July 2022

Meeting: AGENDA WORKSHOP COMMISSION MEETING - August 24, 2022

Department: Code

Staff Contact: Joseline Ramirez, Chief Code Enforcement Officer

ATTACHMENTS:

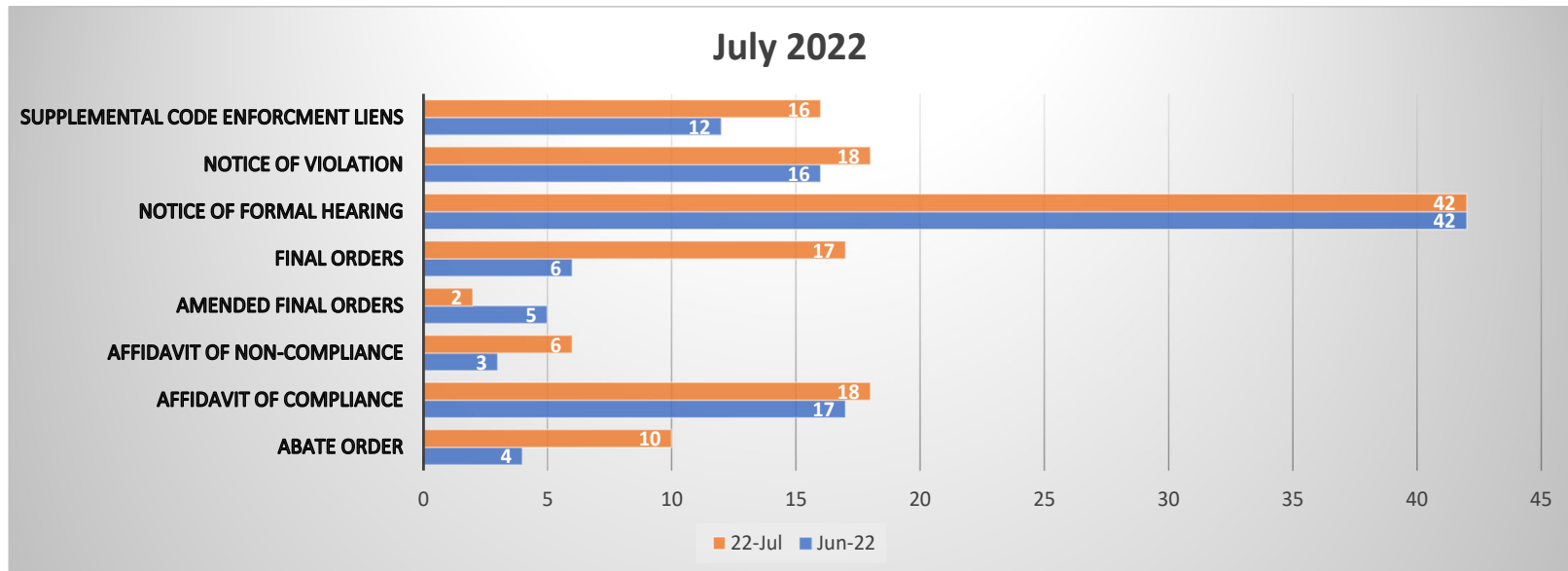
[Code Enforcement Month Report - July 2022](#)

[Code Enforcement Department Detail Report July 2022](#)



Code Enforcement Department Monthly Report July 2022

Chief Code Enforcement Officer Joseline Ramirez



Summary of Detail Report

Special Magistrate Past & Upcoming Dates

1. Aug 17, 2022 - Executed

26 Formal Hearings

13 Hearing to Confirm Fine

1 Hearing to Abate Fine

2 Hearing to Extend Time

Total: 42 Cases

2. Sep 21, 2022 at 9am – Scheduled

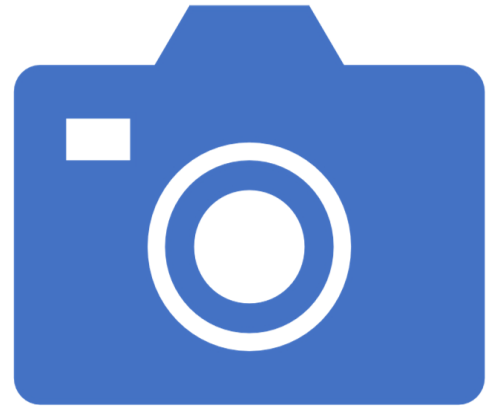


This Photo by Unknown Author is licensed under CC BY-NC

Updates

- New Special Magistrate – Andre McKenney

Compliance: Before & After Photos





5590 W Hallandale Beach Blvd - Before





5590 W Hallandale Beach Blvd - After





5590 W Hallandale Beach Blvd - After



08/30/2021 15:21

08/30/2021 15:22

3535 SW 52 AVE - Before



3535 SW 52 AVE - After





3300 Pembroke Rd- After



Questions





Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
4634	7/1/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Riverstone Communities LLC-147 Janis Blvd	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5166	7/1/2022	3423 SW 52 AVE, PEMBROKE PARK, FL 33023 #Holly Tree	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5439	7/1/2022	3153 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #3153	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 21-19. - Prohibited signs.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5445	7/1/2022	2533 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business. Sec. 15-177. - Initial certificate of use. Sec. 15-28. - Display.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5454	7/1/2022	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3934	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

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<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5460	7/1/2022	3832 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5460	7/1/2022	3832 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Affidavit of Compliance	J. Ramirez	Regular Mail
5461	7/1/2022	3838 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5465	7/1/2022	2533 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 21-19. - Prohibited signs. Sec 5-103. - Exterior maintenance of structures and premises (a)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5466	7/1/2022	2533 S PARK RD, PEMBROKE PARK, FL 33009 #2575 S Park Rd	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec 5-103. - Exterior maintenance of structures and premises (a) Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5467	7/1/2022	323 MARINE DR, PEMBROKE PARK, FL 33009 346	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5704	7/1/2022	2520 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (b) Sec 5-105. - Repairs and installations Sec. 5-104. - Determination of need for correction Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 21-19. - Prohibited signs.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6807	7/1/2022	4901 SW 27 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	E. Richwagen	Hand



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
6832	7/1/2022	W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(e). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 28-262. - Locating mobile homes outside parks. Sec. 27-33. - Maintenance Sec. 5-17. - Permit application. Sec 5-103(m). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6950	7/1/2022	2633 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises	Affidavit of Non- Compliance	E. Richwagen	Regular Mail



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
6833	7/1/2022	5590 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 27-33. - Maintenance Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(e). - Exterior maintenance of structures and premises Sec 5-103(f). - Exterior maintenance of structures and premises Sec 5-103(g). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
7222	7/1/2022	3300 PEMBROKE RD, PEMBROKE PARK, FL 33021	Sec. 5-17. - Permit application. Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations	Notice of Violation	E. Richwagen	Regular Mail
7225	7/1/2022	3192 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	E. Richwagen	Regular Mail
7229	7/1/2022	3146 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #BAY 3	Sec. 15-17. - Business Tax Receipt Required. Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	E. Richwagen	Regular Mail
7160	7/5/2022	3300 PEMBROKE RD, PEMBROKE PARK, FL 33021	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2(a). - Nonresidential commercial buildings, owner's responsibilities	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
6919	7/5/2022	4861 SW 28 CT, PEMBROKE PARK, FL 33023 18-10	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	E. Richwagen	Regular Mail
6952	7/5/2022	3101 SW 25 ST, PEMBROKE PARK, FL 33009	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
6953	7/5/2022	2501 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-48. - Outdoor storage prohibited Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
6953	7/5/2022	2501 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-48. - Outdoor storage prohibited Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	E. Richwagen	Regular Mail
6980	7/5/2022	3400 SW 20 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
7000	7/5/2022	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2308 CHARLES RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
7068	7/5/2022	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2320 Charles RD	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
7128	7/5/2022	154 MARINE CIR, PEMBROKE PARK, FL 33009 588	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
6951	7/5/2022	2617 S PARK RD, PEMBROKE PARK, FL 33009 #2625	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
6951	7/5/2022	2617 S PARK RD, PEMBROKE PARK, FL 33009 #2625	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	E. Richwagen	Regular Mail
6638	7/5/2022	159 W LAKE SHORE DR, PEMBROKE PARK, FL 33009 278	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	E. Richwagen	Regular Mail
6720	7/5/2022	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #520	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
5619	7/5/2022	5100 SW 41 ST, PEMBROKE PARK, FL 33023 108	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
5623	7/5/2022	5455 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5717	7/5/2022	5500 SW 32 ST, PEMBROKE PARK, FL 33023 1-2 #1	Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (j) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5840	7/5/2022	5100 SW 41 ST, PEMBROKE PARK, FL 33023 219	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
5039	7/5/2022	3215 SW 52 AVE, PEMBROKE PARK, FL 33023 #90	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
5302	7/5/2022	W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-207. - Graffiti Enforcement	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5325	7/5/2022	3400 SW 20 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
4635	7/5/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #135 Steven Street	Sec 5-105. - Repairs and installations Sec 5-103. - Exterior maintenance of structures and premises (h)	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
1031	7/5/2022	131 E LAKE SHORE DR, PEMBROKE PARK, FL 33009 188	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Certified Mail Posted to Property
4630	7/5/2022	3000 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec. 11-32 - Overloading Sec. 11-33 - Violations deemed public nuisance Sec. 28-346 (c)(3) - Portable storage units. Sec. 21-21. (7) - Temporary signs	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
6233	7/6/2022	3535 SW 52 AVE, PEMBROKE PARK, FL 33009 #The Plaza at Pembroke Park	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (g) Sec 5-105. - Repairs and installations Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec. 5-17. - Permit application. Sec 5-103(k). - Exterior maintenance of structures and premises	Affidavit of Compliance	J. Ramirez	Regular Mail



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
7265	7/7/2022	2954 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Notice of Violation	J. Ramirez	Regular Mail
4630	7/7/2022	3000 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec. 11-32 - Overloading Sec. 11-33 - Violations deemed public nuisance Sec. 28-346 (c)(3) - Portable storage units. Sec. 21-21. (7) - Temporary signs	Affidavit of Compliance	J. Louis	Regular Mail
7266	7/8/2022	2820 SW 51 TER, PEMBROKE PARK, FL 33023 12-12	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	E. Richwagen	Regular Mail
6304	7/8/2022	3707 SW 56 AVE, PEMBROKE PARK, FL 33023	110.15 Building Safety Inspection Program	Affidavit of Compliance	M. Nunez	Hand
7275	7/11/2022	5100 SW 41 ST, PEMBROKE PARK, FL 33023 111	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Hand
7276	7/11/2022	3300 PEMBROKE RD, PEMBROKE PARK, FL 33021	Sec. 11-32 - Overloading Sec. 11-33 - Violations deemed public nuisance Sec. 11-34. - Responsibility of property owners. Sec. 11-35. - Penalty. Sec 5-105. - Repairs and installations	Notice of Violation	J. Ramirez	Hand Regular Mail



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
7273	7/13/2022	2689 S PARK RD, PEMBROKE PARK, FL 33009 #2689-2699 S PARK ROAD, PEMBROKE PARK FL 33009	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited 15-40 - Delinquent business tax receipt fees and penalties. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-177. - Initial certificate of use.	Notice of Violation	J. Ramirez	Regular Mail
7274	7/13/2022	417 LAKE SHORE DR, PEMBROKE PARK, FL 33009 67	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
4793	7/13/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Ever Argueta - 107 David Drive	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Certified Mail



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Town of Pembroke Park
3150 SW 52 Avenue
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<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
7277	7/14/2022	2430 CHARLES RD, PEMBROKE PARK, FL 33009	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-42. - Mobile home park offices and managers. Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 28-340 (a) - Docks.	Notice of Violation	J. Ramirez	Regular Mail
7278	7/15/2022	2421 SW 25 ST, PEMBROKE PARK, FL 33009 #2412 CHERI LANE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	E. Richwagen	Posted to Property
7284	7/15/2022	2500 COMMERCE CENTER WAY, PEMBROKE PARK, FL 33023 #800	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-177. - Initial certificate of use. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Notice of Violation	J. Ramirez	Regular Mail
6666	7/15/2022	3932 SW 52 AVE, PEMBROKE PARK, FL 33023 B4	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail



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5737	7/15/2022	3252 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited Sec. 13-2. - Storage of abandoned property in the open prohibited Sec 5-103. - Exterior maintenance of structures and premises (h) Sec 5-103. - Exterior maintenance of structures and premises (a) Sec. 26-116. - Litter; littering material. Sec. 12-43. - Notice to remove accumulations—To be sent to property owner. Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 27-32.1. - Enforcement.	Affidavit of Non-Compliance	E. Richwagen	Hand



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7285	7/18/2022	1950 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-103(o). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(f). - Exterior maintenance of structures and premises	Notice of Violation	J. Ramirez	Regular Mail
7222	7/19/2022	3300 PEMBROKE RD, PEMBROKE PARK, FL 33021	Sec. 5-17. - Permit application. Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
7194	7/19/2022	3200 PEMBROKE RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
7198	7/19/2022	3841 SW 52 AVE, PEMBROKE PARK, FL 33009	Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 11-43 (d) - Frequency and preparation generally	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail



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5558	7/19/2022	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2308 SW 31 CT	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
7152	7/19/2022	1975 S PARK RD, PEMBROKE PARK, FL 33009 #1	Sec. 15-22. - Application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
7153	7/19/2022	1975 S PARK RD, PEMBROKE PARK, FL 33009 #3	Sec. 15-22. - Application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
7154	7/19/2022	2690 S PARK RD, PEMBROKE PARK, FL 33009 #10	Sec. 15-22. - Application. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
6952	7/19/2022	3101 SW 25 ST, PEMBROKE PARK, FL 33009	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-48. - Outdoor storage prohibited	Affidavit of Compliance	E. Richwagen	Regular Mail



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5828	7/19/2022	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #3140 W HALLANDALE BEACH BLVD LOT 302	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
5909	7/19/2022	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #106 Pond Drive	Sec 5-105. - Repairs and installations Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
4792	7/19/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Rufus Mason - 21 Traci Terr W.	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
5554	7/19/2022	3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #210	Sec. 12-48. - Outdoor storage prohibited Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec 5-105. - Repairs and installations	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
4795	7/19/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Jalin Puello - 22 Traci Terr W	Sec 5-105. - Repairs and installations Sec 5-103. - Exterior maintenance of structures and premises (a)	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
5409	7/19/2022	2401 SW 32 AVE, PEMBROKE PARK, FL 33023 #Window Classics	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
4634	7/20/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Riverstone Communities LLC-147 Janis Blvd	Sec 5-105. - Repairs and installations	Affidavit of Compliance	J. Ramirez	Regular Mail
5840	7/20/2022	5100 SW 41 ST, PEMBROKE PARK, FL 33023 219	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent.	Abate Order	T. Malcolm	Certified Mail



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5619	7/20/2022	5100 SW 41 ST, PEMBROKE PARK, FL 33023 108	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Supplemental Order/Claim of Lien	T. Malcolm	Certified Mail
4635	7/20/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #135 Steven Street	Sec 5-105. - Repairs and installations Sec 5-103. - Exterior maintenance of structures and premises (h)	Supplemental Order/Claim of Lien	J. Louis	Certified Mail
4630	7/20/2022	3000 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec. 11-32 - Overloading Sec. 11-33 - Violations deemed public nuisance Sec. 28-346 (c)(3) - Portable storage units. Sec. 21-21. (7) - Temporary signs	Supplemental Order/Claim of Lien	J. Louis	Certified Mail
7160	7/20/2022	3300 PEMBROKE RD, PEMBROKE PARK, FL 33021	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2(a). - Nonresidential commercial buildings, owner's responsibilities	Final Order	E. Richwagen	Certified Mail
7128	7/20/2022	154 MARINE CIR, PEMBROKE PARK, FL 33009 588	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	E. Richwagen	Certified Mail
6953	7/20/2022	2501 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-48. - Outdoor storage prohibited Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	E. Richwagen	Certified Mail



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6951	7/20/2022	2617 S PARK RD, PEMBROKE PARK, FL 33009 #2625	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	E. Richwagen	Certified Mail
6980	7/20/2022	3400 SW 20 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	E. Richwagen	Certified Mail
5039	7/20/2022	3215 SW 52 AVE, PEMBROKE PARK, FL 33023 #90	Sec 5-105. - Repairs and installations	Supplemental Order/Claim of Lien	J. Louis	Certified Mail
7068	7/20/2022	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2320 Charles RD	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	E. Richwagen	Certified Mail
6720	7/20/2022	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #520	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Final Order	E. Richwagen	Certified Mail
5623	7/20/2022	5455 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Supplemental Order/Claim of Lien	T. Malcolm	
5623	7/20/2022	5455 SW 41 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required	Abate Order	T. Malcolm	Certified Mail
4634	7/20/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Riverstone Communities LLC-147 Janis Blvd	Sec 5-105. - Repairs and installations	Abate Order	J. Ramirez	Certified Mail
4772	7/21/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Wanda Cruz - 105 David Dr	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
1031	7/21/2022	131 E LAKE SHORE DR, PEMBROKE PARK, FL 33009 188	Sec 5-105. - Repairs and installations	Affidavit of Compliance	J. Louis	Regular Mail



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5924	7/21/2022	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
7312	7/21/2022	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #3109 SW 23RD STREET	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Hand Posted to Property
5528	7/21/2022	3149 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Ramirez	Certified Mail
5166	7/21/2022	3423 SW 52 AVE, PEMBROKE PARK, FL 33023 #Holly Tree	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-105. - Repairs and installations	Supplemental Order/Claim of Lien	J. Ramirez	
5166	7/21/2022	3423 SW 52 AVE, PEMBROKE PARK, FL 33023 #Holly Tree	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-105. - Repairs and installations	Abate Order	J. Ramirez	Certified Mail
5302	7/21/2022	W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-207. - Graffiti Enforcement	Supplemental Order/Claim of Lien	J. Ramirez	



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5302	7/21/2022	W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-207. - Graffiti Enforcement	Abate Order	J. Ramirez	Certified Mail
5467	7/21/2022	323 MARINE DR, PEMBROKE PARK, FL 33009 346	Sec 5-105. - Repairs and installations	Final Order	J. Ramirez	Certified Mail
5454	7/21/2022	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3934	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Final Order	J. Ramirez	Certified Mail
5439	7/21/2022	3153 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #3153	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 21-19. - Prohibited signs.	Final Order	J. Ramirez	Certified Mail
7174	7/21/2022	3707 SW 56 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 21-19. - Prohibited signs.	Final Order	J. Ramirez	Certified Mail Hand



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5479	7/21/2022	3707 SW 56 AVE, PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (g) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec. 27-33. - Maintenance	Supplemental Order/Claim of Lien	J. Ramirez	
5704	7/21/2022	2520 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (b) Sec 5-105. - Repairs and installations Sec. 5-104. - Determination of need for correction Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 21-19. - Prohibited signs.	Supplemental Order/Claim of Lien	J. Ramirez	



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5704	7/21/2022	2520 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (b) Sec 5-105. - Repairs and installations Sec. 5-104. - Determination of need for correction Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 21-19. - Prohibited signs.	Abate Order	J. Ramirez	Certified Mail Hand
7172	7/21/2022	2520 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 21-19. - Prohibited signs.	Final Order	J. Ramirez	Certified Mail Hand
5466	7/21/2022	2533 S PARK RD, PEMBROKE PARK, FL 33009 #2575 S Park Rd	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec 5-103. - Exterior maintenance of structures and premises (a) Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business.	Final Order	J. Ramirez	Certified Mail Hand



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5445	7/21/2022	2533 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business. Sec. 15-177. - Initial certificate of use. Sec. 15-28. - Display.	Final Order	J. Ramirez	Certified Mail Hand
5465	7/21/2022	2533 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 21-19. - Prohibited signs. Sec 5-103. - Exterior maintenance of structures and premises (a)	Final Order	J. Ramirez	Certified Mail Hand
4940	7/21/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #123 Lori Lane, Pembroke Park, FL 33023	Sec. 12-48. - Outdoor storage prohibited Sec 5-105. - Repairs and installations Sec. 12-49. - Storm event debris.	Supplemental Order/Claim of Lien	J. Ramirez	
5461	7/21/2022	3838 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Final Order	J. Ramirez	Certified Mail Hand



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5325	7/21/2022	3400 SW 20 ST, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail Hand
6546	7/21/2022	2111 JOHN P LYONS LN, PEMBROKE PARK, FL 33021	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail Hand



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6184	7/21/2022	2111 JOHN P LYONS LN, PEMBROKE PARK, FL 33021	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(e). - Exterior maintenance of structures and premises Sec 5-103(f). - Exterior maintenance of structures and premises Sec 5-103(g). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-2(a). - Nonresidential commercial buildings, owner's responsibilities Sec. 5-2(b). - Nonresidential commercial buildings, owner's responsibilities Sec. 21-23 (a) - Permit Sec. 5-17. - Permit application.	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail Hand



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5717	7/21/2022	5500 SW 32 ST, PEMBROKE PARK, FL 33023 1-2 #1	Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (j) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Supplemental Order/Claim of Lien	T. Malcolm	
5717	7/21/2022	5500 SW 32 ST, PEMBROKE PARK, FL 33023 1-2 #1	Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (j) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Abate Order	T. Malcolm	Certified Mail Hand
1031	7/21/2022	131 E LAKE SHORE DR, PEMBROKE PARK, FL 33009 188	Sec 5-105. - Repairs and installations	Abate Order	J. Louis	Certified Mail Hand



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Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5384	7/21/2022	5501 SW 34 ST, PEMBROKE PARK, FL 33023 1-2	Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (b) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (j) Sec 5-103. - Exterior maintenance of structures and premises (l) Sec 5-103. - Exterior maintenance of structures and premises (o) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec. 12-48. - Outdoor storage prohibited	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail Hand



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
6832	7/21/2022	W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(e). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 28-262. - Locating mobile homes outside parks. Sec. 27-33. - Maintenance Sec. 5-17. - Permit application. Sec 5-103(m). - Exterior maintenance of structures and premises	Amended Final Order	J. Ramirez	Certified Mail Hand



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
6727	7/21/2022	4520 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(f). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-103(m). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 21-19. - Prohibited signs. Sec. 21-21. (7) - Temporary signs Sec. 21-23 (a) - Permit Sec. 15-17. - Business Tax Receipt Required. Sec. 15-176. - Annual renewal and delinquent renewal penalties. Sec. 15-177. - Initial certificate of use. Sec. 15-23. - Separate business tax receipt for each business location, for each business advertised publicly. Sec. 15-25. - Separate violation for each day of business without business tax receipt. Sec. 15-28. - Display.	Amended Final Order	J. Ramirez	Certified Mail Hand
4940	7/21/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #123 Lori Lane, Pembroke Park, FL 33023	Sec. 12-48. - Outdoor storage prohibited Sec 5-105. - Repairs and installations Sec. 12-49. - Storm event debris.	Abate Order	J. Ramirez	Certified Mail Hand



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
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4793	7/21/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Ever Argueta - 107 David Drive	Sec 5-105. - Repairs and installations	Supplemental Order/Claim of Lien	J. Louis	
4793	7/21/2022	2701 S PARK RD, PEMBROKE PARK, FL 33009 #Ever Argueta - 107 David Drive	Sec 5-105. - Repairs and installations	Abate Order	J. Louis	Certified Mail
4448	7/22/2022	5520 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec. 12-48. - Outdoor storage prohibited Sec 5-103. - Exterior maintenance of structures and premises (h)	Affidavit of Compliance	J. Louis	Hand
582	7/22/2022	5520 SW 33 St PEMBROKE PARK, FL 33023	Sec 5-103. - Exterior maintenance of structures and premises (h) Sec. 13-1. - Definitions Sec 5-103. - Exterior maintenance of structures and premises (a)	Affidavit of Compliance	J. Tisdale	
891	7/22/2022	5520 SW 33 ST, PEMBROKE PARK, FL 33023 1-2 #Unit 2	Sec. 28-188 - Activities of permitted uses to be indoors; exceptions; special permit application; hearings	Affidavit of Compliance	J. Louis	Hand
894	7/22/2022	5520 SW 33 ST, PEMBROKE PARK, FL 33023 1-2 #Unit 1	Sec. 28-188 - Activities of permitted uses to be indoors; exceptions; special permit application; hearings	Affidavit of Compliance	J. Louis	
5420	7/22/2022	5520 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103. - Exterior maintenance of structures and premises (a) Sec 5-103. - Exterior maintenance of structures and premises (b) Sec 5-103. - Exterior maintenance of structures and premises (c) Sec 5-103. - Exterior maintenance of structures and premises (i) Sec 5-103. - Exterior maintenance of structures and premises (j) Sec 5-103. - Exterior maintenance of structures and premises	Affidavit of Non-Compliance	J. Ramirez	Certified Mail



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
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			(k) Sec 5-103. - Exterior maintenance of structures and premises (l) Sec 5-103. - Exterior maintenance of structures and premises (h) Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 27-33. - Maintenance Sec. 15-17. - Business Tax Receipt Required. Sec. 15-24. - Tax payment required to engage in business. Sec. 12-49. - Storm event debris. Sec. 13-2. - Storage of abandoned property in the open prohibited			
5716	7/22/2022	5520 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 11-43 (d) - Frequency and preparation generally	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

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<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5716	7/22/2022	5520 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b) Sec. 11-43 (d) - Frequency and preparation generally	Affidavit of Non-Compliance	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
6748	7/22/2022	316 MARINE DR, PEMBROKE PARK, FL 33009 339	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	E. Richwagen	Regular Mail
7071	7/22/2022	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2312 CHARLES RD	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
7001	7/22/2022	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2316	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
6996	7/22/2022	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2304 CHARLES RD, PEMBROKE PARK, FL 33009	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	E. Richwagen	Affidavit of Service/Posted to Property Certified Mail
7172	7/22/2022	2520 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	J. Ramirez	Regular Mail



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

<u>Case #</u>	<u>Date Issued</u>	<u>Site Address</u>	<u>Violation Sections</u>	<u>Document Type</u>	<u>Officer Assigned</u>	<u>Delivery</u>
5506	7/25/2022	2940 SW 30 AVE, PEMBROKE PARK, FL 33009 #Bay 5	Sec 5-105. - Repairs and installations Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a) Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (b)	Affidavit of Compliance	J. Ramirez	Regular Mail
7328	7/27/2022	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #148 LONE PINE DRIVE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Posted to Property Regular Mail
7329	7/27/2022	127A MARINE LAKE DR, PEMBROKE PARK, FL 33009 480	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Posted to Property Regular Mail
7330	7/28/2022	5520 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
7330	7/28/2022	5520 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7336	7/28/2022	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2401 SUSAN LANE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
7336	7/28/2022	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2401 SUSAN LANE	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5557	7/28/2022	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2401 Susan Lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail



Code Enforcement Department Report

From 7/1/2022 to 7/31/2022

Town of Pembroke Park
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6172	7/28/2022	5520 SW 33 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec. 5-2(a). - Nonresidential commercial buildings, owner's responsibilities Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-43. - Notice to remove accumulations—To be sent to property owner.	Affidavit of Compliance	T. Malcolm	Hand

<u>Summary</u>	
Abate Order	10
Affidavit of Compliance	18
Affidavit of Non-Compliance	6
Amended Final Order	2
Final Order	17
Notice of Formal Hearing	56
Notice of Violation	18
Supplemental Order/Claim of Lien	16
Total	143

AGENDA ITEM REPORT



To:

Subject: Approval of Special Magistrate Andre McKenney

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

Code Enforcement and the Building Department would like to hire attorney Andre McKenney as Special Magistrate to hear the code enforcement cases as well as variances.

FINANCIAL IMPACT:

Special Magistrate is paid \$150.00 per hour.

RECOMMENDATION:

Approve Appointment of Andre McKenney as Special Magistrate

ATTACHMENTS:

[TA ANDRE MCKENNEY Cover Letter](#)

[TA Resume - ANDRE MCKENNEY](#)

	Status:
Joseline Ramirez, Chief Code Enforcement Officer	Pending
Miguel Nunez, Building Official	None
Roy Brown, Finance & Budget Director	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

ANDRE MCKENNEY, ESQ.

Dear Town Attorney Melissa P. Anderson,

I am very excited to be applying for the Special Magistrate position with the Town of Pembroke Park. I am confident that I have the skills and qualifications that you are looking for and that I would excel in this role.

I have been a practicing municipal attorney for the past 15 years, during which time I have gained extensive experience in code enforcement matters through my representation of city staff before the special magistrate in code enforcement hearings/proceedings. During my years of practice as a municipal attorney, I have also worked closely with building and planning and zoning city staff, which also gives me a unique insight in the role of being a special magistrate presiding over matters which arise out of such city divisions. I am positive that my legal experience and the valuable insight into how a city's enforcement process works and how to best serve the needs of all parties involved makes me an excellent asset to your organization.

Thank you for considering me for this position, and I trust that my accompanying resume will give you a better sense of my professional experience and background. I welcome the opportunity to meet with you to discuss my qualifications in greater detail.

Sincerely,

Andre Mckenney, Esq.

ANDRE MCKENNEY, ESQ.

PROFESSIONAL EXPERIENCE:

DEPUTY CITY ATTORNEY CITY OF HALLANDALE BEACH OCTOBER 2014 TO MAY 2022

Duties: Responsible for the administration and performing of all legal duties in connection with assigned city departments including city enforcement divisions, municipal prosecutor, in-house litigation, supervising office personnel, providing legal advice, guidance, and legal opinions to city departments, officials and city staff.

Essential Responsibilities:

- Handled all day-to-day internal legal service requests for assigned City Departments.
- Significant experience working with city code staff related to all phases of code enforcement matters including but not limited to providing legal guidance as to requirements of Chapter 162 and relevant case law, serving as legal counsel to code staff before special magistrate, analyzing and providing legal guidance in code matters arising via issuance of notice of violations, civil citation, appeal of civil citation or code order, defending the City in code enforcement appeals; creating and preserving a record for appeal.
- Served as legal counsel to the unsafe structure's board regarding matters before the board to include orders for demolition, orders for rehabilitation and legal guidance/application of the Florida Building Code.
- Extensive knowledge and experience with City code provisions and processes related to code, building and planning and zoning, and Broward County's 40-year certifications.
- Collaborated with senior management and provided legal advice and guidance as laws changed.
- Served as the Civil Service Board Attorney in employee disciplinary grievance appeals, and all other monthly Civil Service Board meetings.
- Served as legal counsel to the Planning and Zoning Board related to variance applications, minor and major development applications, and rezoning.
- Consulted with the Human Resource Department on employee relations issues, disciplinary actions, EEOC matters, policy administrative/interpretative matters.
- Prepared city commission resolutions and ordinance drafting and agenda cover memorandums.
- Reviewed city contracts; ensuring compliance with procurement and purchasing processes.
- Developed administrative compliance processes and procedures for city departments.
- Collaborated with the City Clerk Office in responding to Public Records Request and Subpoena requests.
- Worked closely with Risk Manager in all presuit claims, litigation and preventative matters.
- Extensive experience in motion writing, drafting orders, motion practice and appearing before trial courts and quasi-judicial bodies.
- Extensive civil litigation practice, deposition, mediation, and jury trial experience.

INTERIM CITY ATTORNEY - CITY OF HALLANDALE BEACH NOVEMBER 2016 TO FEBRUARY 2017

Duties: Responsible for the administration of the general management of the City Attorney's Office, in all legal and risk matters including but not limited to city administration, personnel management, fiscal and operations management and senior management team.

- Planned, organized, directed, controlled, and evaluated the work of the Legal Department.
- Provided legal counsel to the elected officials and City Departments.
- Ensured the proper prosecution and defense of the City in all legal matters.
- Engaged outside counsel to provide special expertise or to handle exceptional legal workload.
- Prepared numerous resolutions and ordinances for City Commission meetings.
- Reviewed legal documents, code provisions, contracts, and a variety of other legal instruments.
- Approved as to form and content sufficiency all City legal documents prior to execution by City Manager and/or Mayor or other approving authority.
- Supervised and evaluated Assistant City Attorney and paralegal.
- Oversaw department budget to ensure financial well-being of the legal office remained intact.

**ASSISTANT CITY ATTORNEY - CITY OF HALLANDALE BEACH
OCTOBER 2009 TO OCTOBER 2014**

Duties: Responsible for performing a variety of legal duties supporting the City Attorney's Office in connection with departments, litigation and administrative matters, and employee matters.

- Represented city staff at code enforcement hearings before the special magistrate. Prepared repealed and reenacted ordinance for the City's Code Enforcement Code and created a new section of enforcement to wit: civil citation.
- Worked closely with the Development Services Director and code staff in training code staff in issuance of civil citation.
- Successfully prepared and obtained Inspection Warrant(s) Order for the completion of unsafe structures inspections for the Building Official and relevant building staff.
- Worked closely with the Building Official and staff in the presentation and preparation of unsafe structure cases.
- Drafted legal opinions, contracts, hold harmless agreements.
- Presented agenda items before the City Commission.
- Received and prepared answers to orders of continuing writs of garnishments.
- Contributed and participated in employee complaint investigations.
- Reviewed, analyzed, and drafted Position Statement in response to EEOC complaint.
- Coordinated the administration of city staff responding to subpoena requests and public records.
- Served as liaison between outside counsel and City Attorney's Office for specialized legal matters.
- Conducted numerous depositions. Defended the city in civil litigation, foreclosure suits, criminal prosecution and public records suits.
- Prepared and drafted a variety of correspondence including letters, memorandums, pleadings, settlement agreements, last chance agreements.

**STAFF ATTORNEY -CITY OF HALLANDALE BEACH
AUGUST 2006 TO OCTOBER 2009**

Duties: Responsible for providing legal support, guidance for assigned areas and supervised support staff.

- Prepared memorandums to various City Departments and City Manager's Office concerning administrative and legal matters.
- Attended municipal court hearings related to municipal information case filings.
- Performed legal review of contracts for legal form and sufficiency.
- Represented City staff before special magistrate in code enforcement matters.
- Successfully written and argued Appellate Brief before the 4th District Court of Appellees.
- Assisted City staff in the administration of public records requests to ensure compliance with state and federal laws.

GLANTZ AND GLANTZ, PLANTATION, FLORIDA 2005

- Responsibilities included analyzing and preparing all phases of civil litigation cases for trial.
- Consulted in matters including immigration, consumer finance, foreclosure, contracts, family law, civil, criminal.
- Extensive motion writing, motion practice and negotiating settlements.
- Conducted research, discovery, drafting correspondences to opposing parties and demand letters.
- Attended conferences, mediation, court hearings, and calendar calls.

STATE ATTORNEY'S OFFICE 11TH JUDICIAL CIRCUIT, MIAMI, FLORIDA 2004

- Significant bench and jury trial experience, including extensive motion practice, research and analysis of various criminal legal issues.
- Managed a caseload of over 300 felony cases in various stages of litigation for the preparation of trial.
- Written and successfully argued Appellate Brief before the 11th Circuit Court of Appeals Miami Dade County.
- Analyzed Predisposition Reports for sentencing and provided recommendations to the Court.
- Negotiated pleas on numerous cases and drafted plea agreements.
- Led and conducted Probation Violation hearings.
- Attended court hearings, calendar calls and status conferences.
- Led voire dire selection in jury trial cases.
- Conducted Bond hearings.
- Prepared witnesses for deposition and trial.

EDUCATION

Nova Southeastern University, School of Business, Master of Business Administration
University of Miami, School of Law, Juris Doctorate
University of South Florida, Bachelor of Arts in Political Science

AWARDS and ACTIVITIES

James S. Mofsky Service Award
 University of Miami, Business Law Review
 Academic Achievement Dean's Fellow
 Florida Education Fund Law Recipient Award

Volunteer, Words of Life Media Ministry
Volunteer, Words of Life Icare Ministry

PROFESSIONAL ASSOCIATIONS AND MEMBERSHIP(S)

Broward Bar Association
Haitian Lawyers Association
National Association of Insurance and Financial Advisors

ADMITTED TO PRACTICE

U.S. Southern District of Florida
U.S. Southern District Bankruptcy Court

PROFESSIONAL LICENSES

Member of the Florida Bar in Good Standing
Florida Licensed Insurance Agent

LANGUAGES

Proficient in Spanish
Proficient in Creole

PROFESSIONAL REFERENCE(S)

Harry Hipler, Esq.
hhip@aol.com

Lourdes Wylder, Esq.
lew@marrerolegal.com

AGENDA ITEM REPORT



To:

Subject: Axon Taser

Meeting: 08 24 2022 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Aug 24 2022

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Officers require both training and the proper tools to better respond to police service calls. Taser implementation will provide our officers with three options of less then lethal use of force alternatives every day.

FINANCIAL IMPACT:

\$90,000.00 <https://www.sourcewell-mn.gov/cooperative-purchasing/010720-axn>

POLICY IMPLICATIONS:

Sourcewell contract

RECOMMENDATION:

Staff recommends the purchase of 25 tasers for our officers/cost is for 5 years

ALTERNATIVES:

There is no alternative and this is the standard for less then lethal force in the United States.

ATTACHMENTS:

[8.15.22 - Updated Quote - T7 Cert](#)

	Status:
Roy Brown, Finance & Budget Director	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-412742-44788.514DF

Issued: 08/15/2022

Quote Expiration: 09/01/2022

Estimated Contract Start Date: 10/15/2022

Account Number: 516154
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Town Of Pembroke Park-FL 3150 Southwest 52nd Avenue Pembroke Park, FL 33023 USA	Town Of Pembroke Park-FL 3150 Southwest 52nd Avenue Pembroke Park, FL 33023 USA Email: da1160@bellsouth.net

SALES REPRESENTATIVE	PRIMARY CONTACT
Dave Finethy Phone: (602) 830-0397 Email: dfinethy@axon.com Fax:	Dave Howard Phone: (954) 966-4600 Email: dhoward@pdipfl.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$90,000.00
ESTIMATED TOTAL W/ TAX	\$90,000.00

Discount Summary

Average Savings Per Year	\$3,840.00
TOTAL SAVINGS	\$19,200.00

Payment Summary

Date	Subtotal	Tax	Total
Sep 2022	\$18,000.00	\$0.00	\$18,000.00
Sep 2023	\$18,000.00	\$0.00	\$18,000.00
Sep 2024	\$18,000.00	\$0.00	\$18,000.00
Sep 2025	\$18,000.00	\$0.00	\$18,000.00
Sep 2026	\$18,000.00	\$0.00	\$18,000.00
Total	\$90,000.00	\$0.00	\$90,000.00

Quote Unbundled Price: \$109,200.00
 Quote List Price: \$91,125.00
 Quote Subtotal: \$90,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Cert	2021 Taser 7 Certification Bundle	25	60	\$72.05	\$60.00	\$60.00	\$90,000.00	\$0.00	\$90,000.00
A la Carte Services									
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3			\$375.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$90,000.00	\$0.00	\$90,000.00

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Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	09/15/2022
2021 Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	30	09/15/2022
2021 Taser 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	22	09/15/2022
2021 Taser 7 Certification Bundle	20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	3	09/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	09/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	09/15/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	09/15/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	09/15/2022
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	09/15/2022
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	09/15/2022
2021 Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	09/15/2022
2021 Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	09/15/2022
2021 Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	09/15/2022
2021 Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	09/15/2022
2021 Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	09/15/2022
2021 Taser 7 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	09/15/2022
2021 Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	09/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	09/15/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	09/15/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	09/15/2024
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	09/15/2024
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	09/15/2024
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	09/15/2024
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	09/15/2025
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	09/15/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	09/15/2026
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	09/15/2026

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Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	25	10/15/2022	10/14/2027
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	10/15/2022	10/14/2027

Services

Bundle	Item	Description	QTY
A la Carte	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	09/15/2023	10/14/2027

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Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	25	09/15/2023	10/14/2027
2021 Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	09/15/2023	10/14/2027

Payment Details

Sep 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	\$0.00	\$0.00	\$0.00
Year 1	T7Cert	2021 Taser 7 Certification Bundle	25	\$18,000.00	\$0.00	\$18,000.00
Total				\$18,000.00	\$0.00	\$18,000.00

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	\$0.00	\$0.00	\$0.00
Year 2	T7Cert	2021 Taser 7 Certification Bundle	25	\$18,000.00	\$0.00	\$18,000.00
Total				\$18,000.00	\$0.00	\$18,000.00

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	\$0.00	\$0.00	\$0.00
Year 3	T7Cert	2021 Taser 7 Certification Bundle	25	\$18,000.00	\$0.00	\$18,000.00
Total				\$18,000.00	\$0.00	\$18,000.00

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	\$0.00	\$0.00	\$0.00
Year 4	T7Cert	2021 Taser 7 Certification Bundle	25	\$18,000.00	\$0.00	\$18,000.00
Total				\$18,000.00	\$0.00	\$18,000.00

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	\$0.00	\$0.00	\$0.00
Year 5	T7Cert	2021 Taser 7 Certification Bundle	25	\$18,000.00	\$0.00	\$18,000.00
Total				\$18,000.00	\$0.00	\$18,000.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Page 7 of 8

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

Date Signed

8/15/2022

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Page 7

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AGENDA ITEM REPORT



To:

Subject: 18 In-Car Printers and 100 rolls of Thermal Computer paper for same. Previously approved on Feb 11, 2022.

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - August 24, 2022

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Previously approved on Feb 11, 2022 however not ordered due to uncertainty of Department.
\$10,953. 45

FINANCIAL IMPACT:

\$14,998.38

POLICY IMPLICATIONS:

We currently have a contract with this company

RECOMMENDATION:

Staff Recommends the purchase of the previously approved in-car printers and the additional 7 printers thermal paper for the newly purchased patrol vehicles.

ALTERNATIVES:

None.

ATTACHMENTS:

[MXJR690](#)

	Status:
Roy Brown, Finance & Budget Director	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

QUOTE CONFIRMATION



DEAR JOY BROWN,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MXJR690	8/18/2022	BROTHER PROPOSAL	8245953	\$14,998.38

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Brother Premium - thermal paper - 600 sheet(s) Mfg. Part#: LB3788 UNSPSC: 14111507 Contract: National IPA Technology Solutions (2018011-01)	100	2001358	\$78.81	\$7,881.00
Brother PocketJet PJ-763 - printer - monochrome - direct thermal Mfg. Part#: PJ763 UNSPSC: 43212108 Contract: National IPA Technology Solutions (2018011-01)	18	3877336	\$395.41	\$7,117.38

PURCHASER BILLING INFO	SUBTOTAL	\$14,998.38
Billing Address: TOWN OF PEMBROKE PARK ACCTS PAYABLE 3150 SOUTWEST 52ND AVE PEMBROKE PARK, FL 33023 Phone: (9549) 664-6001 x 220 Payment Terms: VISA	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$14,998.38
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: TOWN OF PEMBROKE PARK Joy Brown 3150 SOUTWEST 52ND AVE PEMBROKE PARK, FL 33023 Phone: (9549) 664-6001 x 220 Shipping Method: UPS Ground		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Zach Deliberto

(877) 649-8688

zachdel@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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AGENDA ITEM REPORT



To: Town Commission
Subject: Public Services Department Monthly Report - August 2022
Meeting: 08 24 2022 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Aug 24 2022
Department: Public Works
Staff Contact: Myriam Jacques, Deputy Public Services Director

RECOMMENDATION:

For Information

ATTACHMENTS:

[Public Services Report 202208](#)

JC Jimenez, Town Manager
Marlen Martell, Town Clerk

Status:
Pending
Pending



TOWN OF PEMBROKE PARK

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

Geoffrey Jacobs
Mayor

Reynold Dieuveille
Vice Mayor

Bill Hodgkins
Clerk-Commissioner

J.C. Jimenez
Town Manager

Melissa P. Anderson
Town Attorney

Marlen D. Martell
Town Clerk

Public Services Department August 2022 Report

The Public Services Department is responsible for maintenance of Facilities (Town Hall); maintenance of roads and streets; maintenance of all stormwater, drainage, and sewer systems; management of Town parks; and management of all capital improvement and special projects. Listed below is a summary of the major works and projects completed and ongoing at the Town of Pembroke Park.

Work Orders (WO) Summary

Asset Essentials continue to be inconsistent; the reported number of work orders may not reflect the true number of work orders completed.

Number of WOs completed this period	<u>423</u>
Number of Parks WOs	52
Number of Roads & Streets WOs	166
Number of Stormwater & Wastewater WOs	192
Others	13

Facilities (Town Hall)

General Maintenance & Inspections:

Staff Level: Varies

Lighting	Changed 7 out of 427 lightbulbs
Ballasts	44 to be replaced
Air Conditioning (AC) Units	3 units ok, by service contract
AC Air Filters Air Filters	Changed 18
Air Vents	66; ok
Emergency Exit Lights	Ok
Defibrillator Unit	Ok
Elevators	Completed by service contract
Roof	Ok
Janitorial & Cleaning Service	Completed by service contract
Doors and Windows Cleaning	Completed by service contract

Ongoing and Upcoming Facilities (Town Hall) Work/Projects

- ❖ Police Buildout
- ❖ Town Hall Hardening and Generator Upgrade
- ❖ Town hall AC Upgrade



Roads & Streets

Maintenance Activities:

Staff Level: 3

Landscaping maintenance	Town Hall & 3.7 miles rights-of-way (ROW)
Pothole roadways repairs	3
Sidewalk repair	
Sod placement	
Litter bags collected	184
Inspection and cleaning of Hallandale Beach Blvd bus shelters	17
Assessment of FPL power and light poles	7 poles to be replaced
Collection of dumping	Multiple sites
Vehicle accidents or damaged	0
Repair/service of vehicles	2 trucks
Recycling pick-up on residential properties	SW 52nd, 48 th Ave, 36 th Ct, Dale Village, Green Acres, Lone Pine, Park Lake Estates, and Bamboo
Transfer of recycling material to Davie's Waste & Recycling, Inc collection site	4

Upcoming Roads & Streets Work/Projects

- ❖ SW 32, 33, and 34 Avenue Asphalt Replacement
- ❖ Sinkhole Repair

Stormwater & Sewer

Stormwater Maintenance Activities:

Staff Level: 1 (Hiring process in progress for a maintenance worker)

Behan and Bamboo lake elevations	2.0 feet
Meekins Lake level elevation	3.0 feet
Inspection of pumps and valves, emergency generators	stormwater pump station 1; 2, 3, 4, and 5 in normal operational mode
I-95 pump station operation & maintenance	Completed by City of Hallandale Beach

Sewer Maintenance Activities:

Staff Level: 1 (same staff as above)

Lift station pump replacement	1
Lift station repair	5
Force Main Breaks and Repairs	0
Inspection and maintenance of lift stations & generators	28 lift stations, 7 generators
Replacement of lift station #15	Pending environmental permit
Service calls during business hours / after business hours	6

Upcoming or Proposed Stormwater & Sewer Work/Projects

- ❖ Replacement of 6-inch asbestos cement pipe (ACP) force main
- ❖ Master Plans for Stormwater and Wastewater Systems
- ❖ Town-Wide Needs Assessment



Parks & Recreation

Parks Activities - Ryan Park & Preserve, Behan Parks, and Howard P. Clark Walkway:

Staff Level: 2 (Hiring process in progress for a Parks maintenance worker)

Cut grass	24.8 acres
Weed and feed fertilizer applications	0
Tree trimming/removal	0
Inspection of playground equipment	No repair
Game area maintenance	No repair
Inspection of exercise equipment	19
Walkway pressure wash	All
Dumpster pickup	3
Picnic areas	No repair
New equipment	0
Vehicle repairs	0
Building repair	Preserve bathroom accessories repair
Facility repair	0
Building maintenance and repair	Repair of check valve for ADA restrooms
Rec Hall maintenance and repair	0
Howard P Clark Walkway	No repair
Fence repairs	0
Pavilion rentals	Preserve (1); Behan (1)
Events setup	2 (Food Drive, Magistrate Hearing)
Prohibited activities	1 Choochoo train ride
Vandalism activities	1 (bathroom equipment)

Community Garden/Food Forest

Volunteers	35
Special Events	1

Upcoming Parks & Recreation Work/Projects

- ❖ 47th Year CDBG Preserve Safety Improvements
- ❖ Behan's Park Building Roof Replacement
- ❖ Preserve Park Building Roof Replacement
- ❖ Back to School Backpack Drive
- ❖ Magistrate Hearing – September 21st



Permits and Inspections

Activity:	Quantity
Plan reviews	2
Inspections	2
Impact fee review	0
Pre-construction Meetings	0

Miscellaneous

False Alarms	Violations	Warnings	Late Fees
	Not reported	Not reported	N/A

Ongoing Grant Projects

SW 25 th Street and Vicinity Drainage Improvement	Environmental Permitting due 08/26
John P Lyons Lane Drainage Improvement	Keith & Associates design underway
Wind Retrofit	Selected lowest quote (L&F Windows & Windows, Inc)
Roof Retrofit	Proposals under review; selected lowest quote
Generator FPL program	Pending...
47 th Year CDBG Safety Improvement	Construction will commence in 12 weeks
FRDAP Ryan Park Trail and Picnic Facility	Completed; gates are open

Other Projects

Citywide Critical Assets Vulnerability Assessment	Florida Resilient Grant Program
Stormwater Master Plan Assets Vulnerability Assessment	Florida Resilient Grant Program
Wastewater Master Plan Update Vulnerability Assessment	Florida Resilient Grant Program
SCADA Telemetry Vulnerability Assessment	Florida Resilient Grant Program

Services, Functions, and Activities:

The Public Services Department provides for the effective management and maintenance of the Town's roadways, infrastructure systems, and facilities as well as the coordination of the solid waste collection operation and the management and supervision of the stormwater and sewer utilities. The department also responds to and assists other Town departments in emergencies and instances of severe weather preparation and recovery. The Department is directly responsible for several specialized divisions: public works – administration, capital improvement plan management, general maintenance, facilities maintenance and street maintenance, solid waste, sewer, and stormwater.

AGENDA ITEM REPORT



To:

Subject: S.W. 52nd Avenue - sinkhole repair

Meeting: 08 10 2022 AGENDA REGULAR COMMISSION MEETING - Aug 10 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

FINANCIAL IMPACT:

We are requesting an amount not to exceed \$100,000.00 for all repairs.

RECOMMENDATION:

We are looking for direction from the commission.

FIELD VISIT REPORT

Review and analysis of sink hole on SW 52nd Ave at Pembroke Gardens 3704, 3770, Pembroke Park, FL.

The following was reviewed in preparation for this field Report of the referenced pot hole:

1. Field review of the existing pot hole
2. Review of the historic aerial record
3. Review of sanitary sewer video tapes and reports from 6/1/2020 (before repair) and 7/29/2022 (after slip lining repair).
4. SW 52nd Ave Drainage Improvement plans dated 11/14/06
5. Conversations with Pembroke Park staff regarding history of pot hole

The sanitary sewer system in SW 52nd Ave was installed when the Pembroke Park Apartments housing development was constructed in 1995 – 2000.

SW 52nd Ave Drainage and Roadway Improvements were constructed in 2010. As a part of this improvement project an exfiltration trench system, with a 36" drainage pipe, was constructed above the existing sanitary sewer pipes in SW 52nd Ave.

From the aerial historic record, the pot hole first appeared in early 2017. The patch progressively grew through the years to date.

The pothole is directly above an existing 12" VCP sanitary sewer main in SW 52nd Ave., which lies approximately 4 to 5 feet below the bottom of the exfiltration trench drainage system that was constructed approximately 10 years after the referenced 12" sanitary sewer main.

The 12" sanitary line was lined utilizing the cast in place pipe lining method (CIPP) in 2020 to repair the infiltration in the leaking pipe joints, leaking stub out laterals and cracked pipe.

There was a report from Town staff of a repair operation of the 36" drainage pipe / exfiltration trench system that occurred in the 2018 time frame. No details were available for this repair work. There is a possibility this repair work could have inflicted damage to the sanitary pipe below and may have caused the cracked pipe that showed in the 2020 video tape of the sanitary inspection.

Conclusion and Recommendations

We believe the leaking pipe joints, stub out laterals and cracked pipe in the 12" sanitary main caused the surrounding soil to migrate into the sewer pipe and create voids and low-density soil surrounding the 36" drainage pipe, that has settled causing the pot hole that has appeared at the road surface. The drainage pipe should be videotaped to ensure its integrity. If the video reveals a damaged drainage pipe it needs to be repaired, after the grouting operation mentioned below.

The roadway asphalt, limerock base and subgrade should be removed down to the top of the exfiltration trench system. We recommend pressure grouting the vicinity below the pot hole area, to fill voids and densify the ground in the area beneath the pot hole. The grouting operation should begin beneath the 12" sanitary main and then continue to grout the area above the sanitary main up to the bottom of the exfiltration trench system.

August 24, 2022 / Page 3 of 17

Field Visit Report

Pembroke Park Sink hole

3704,3770 SW 52nd Av, Pembroke Gardens

Pembroke Park, FL

Sink hole is located 65 ft north of Sanitary Manhole #2.



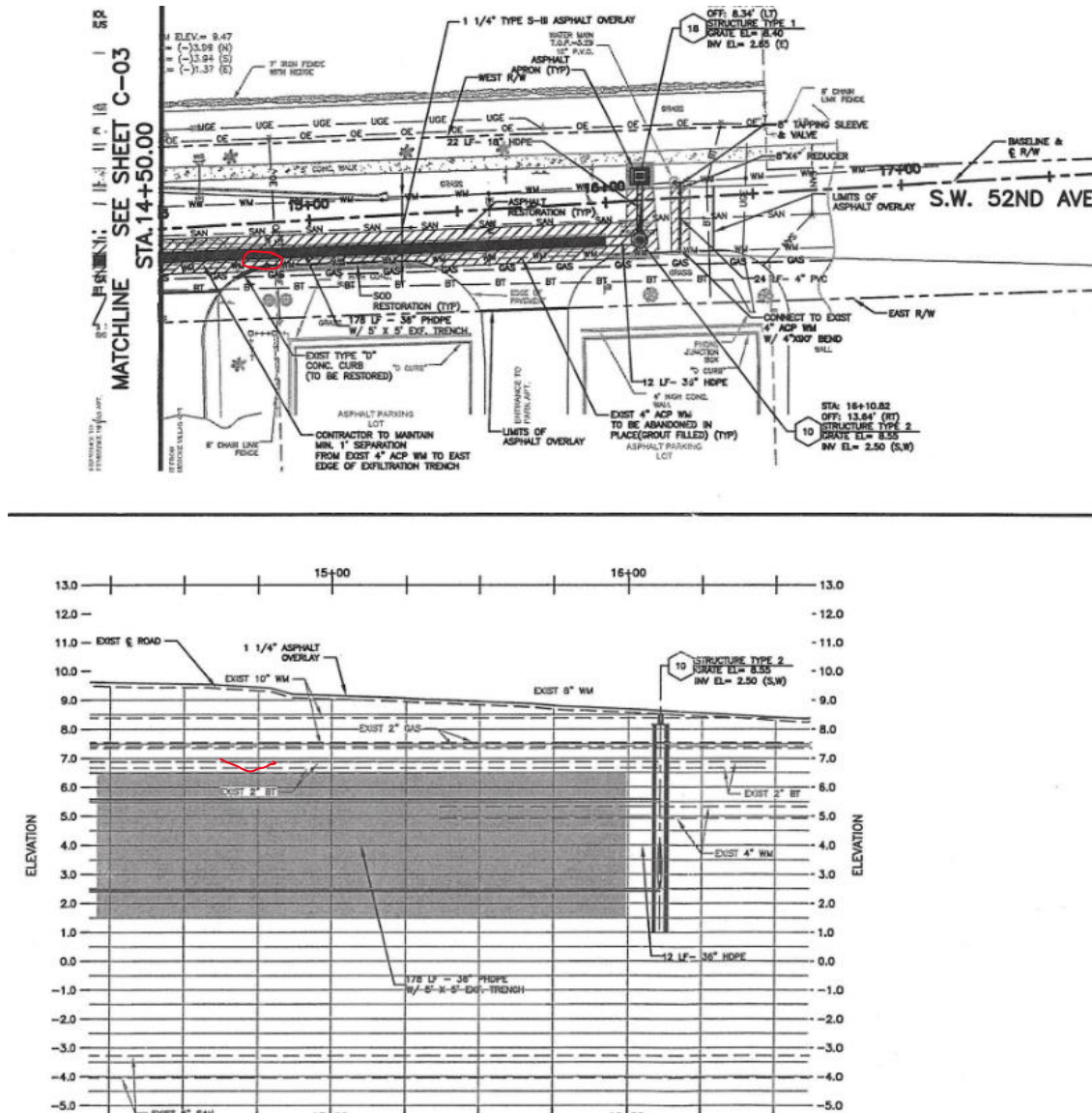
Engineering Inspired Design.

August 24, 2022 / Page 4 of 17
 Field Visit Report
 Pembroke Park Sink hole
 3704,3770 SW 52nd Av, Pembroke Gardens
 Pembroke Park, FL

Review of Video tape of Sanitary sewer below sink hole.

The City contracted for video camera review of the sanitary pipes in June of 2020, and again in July of 2022.

After the 2020 video tape revealed the leaking joints in the sanitary line and cracked sanitary pipe, the sanitary pipes were slipped lined to repair the leaks.



CAS 2007 – SW52nd Ave Stormwater Improvement Project



Engineering Inspired Design.

August 24, 2022 / Page 5 of 17

Field Visit Report

Pembroke Park Sink hole

3704,3770 SW 52nd Av, Pembroke Gardens

Pembroke Park, FL

6/1/2020 Video tape of reported 10" sanitary sewer (Atlas indicates 12") shows from 62' – 70 ' north of M/H #2 (Area of sink hole) leaking joints / leaking capped laterals / broken VCP pipe with horizontal and longitudinal cracks with leaks.



Engineering Inspired Design.

August 24, 2022 / Page 6 of 17
Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL

6/1/2020 Video tape of reported 10" sanitary sewer (Atlas indicates 12") shows from 62' – 70 ' north of M/H #2 (Area of sink hole) leaking joints / leaking capped laterals / broken VCP pipe with horizontal and longitudinal cracks with leaks.



Engineering Inspired Design.

August 24, 2022 / Page 7 of 17

Field Visit Report

Pembroke Park Sink hole

3704,3770 SW 52nd Av, Pembroke Gardens

Pembroke Park, FL

7/29/2022 Video of reported 10" sanitary sewer (Atlas indicates 12") shows a sag in lined sanitary sewer pipe from 63' to 70' north of manhole #2, beneath the area of sink hole. but no leaks into the pipe. Video after 2020 lining, shows dip in pipe but no leaks.



Engineering Inspired Design.

August 24, 2022 / Page 8 of 17

Field Visit Report

Pembroke Park Sink hole

3704,3770 SW 52nd Av, Pembroke Gardens

Pembroke Park, FL

Note: The leaking joints and laterals and cracked pipe have been plugged by the pipe liner. However, there is a dip in the pipe as indicated by the 7/29/2022 video.



Engineering Inspired Design.

August 24, 2022 / Page 9 of 17
Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL

Note: The leaking joints and laterals and cracked pipe have been plugged by the pipe liner. However, there is a dip in the pipe as indicated by the 7/29/2022 video.



Engineering Inspired Design.

August 24, 2022 / Page 10 of 17
Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL

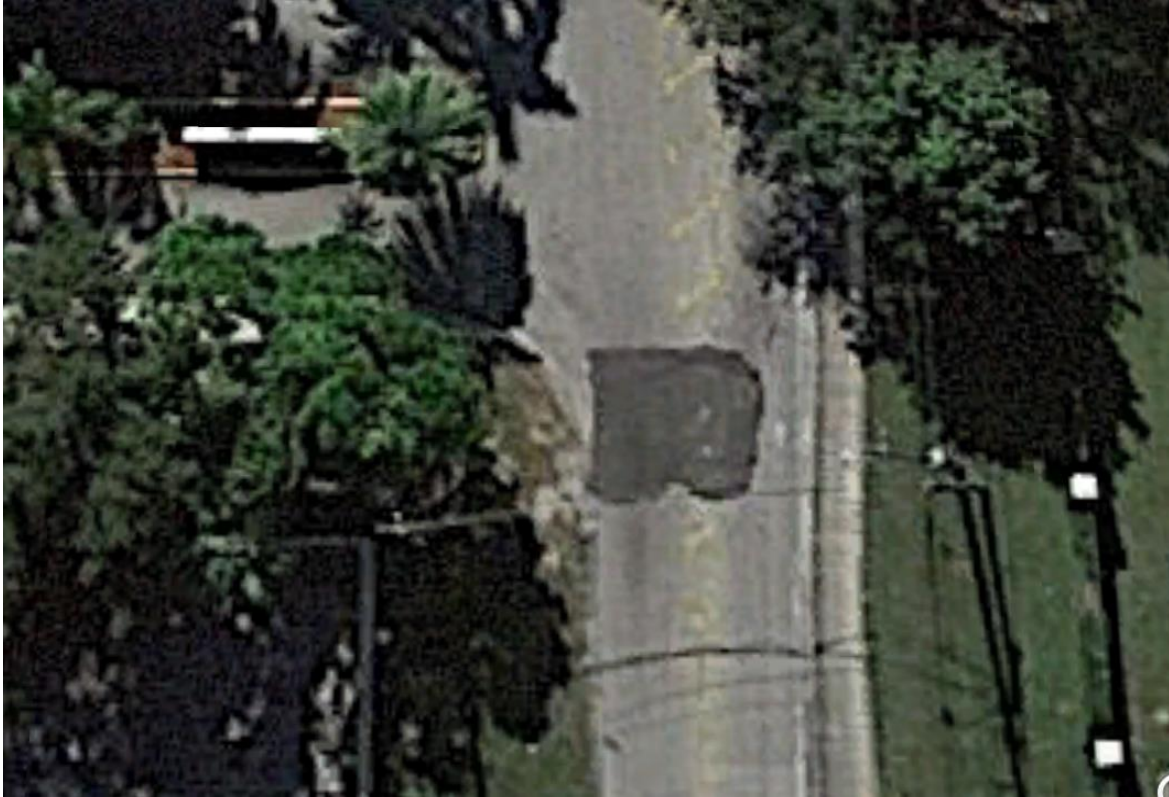
Review of Pictorial History at Sink Hole site:

Aerial Date – 12/2021



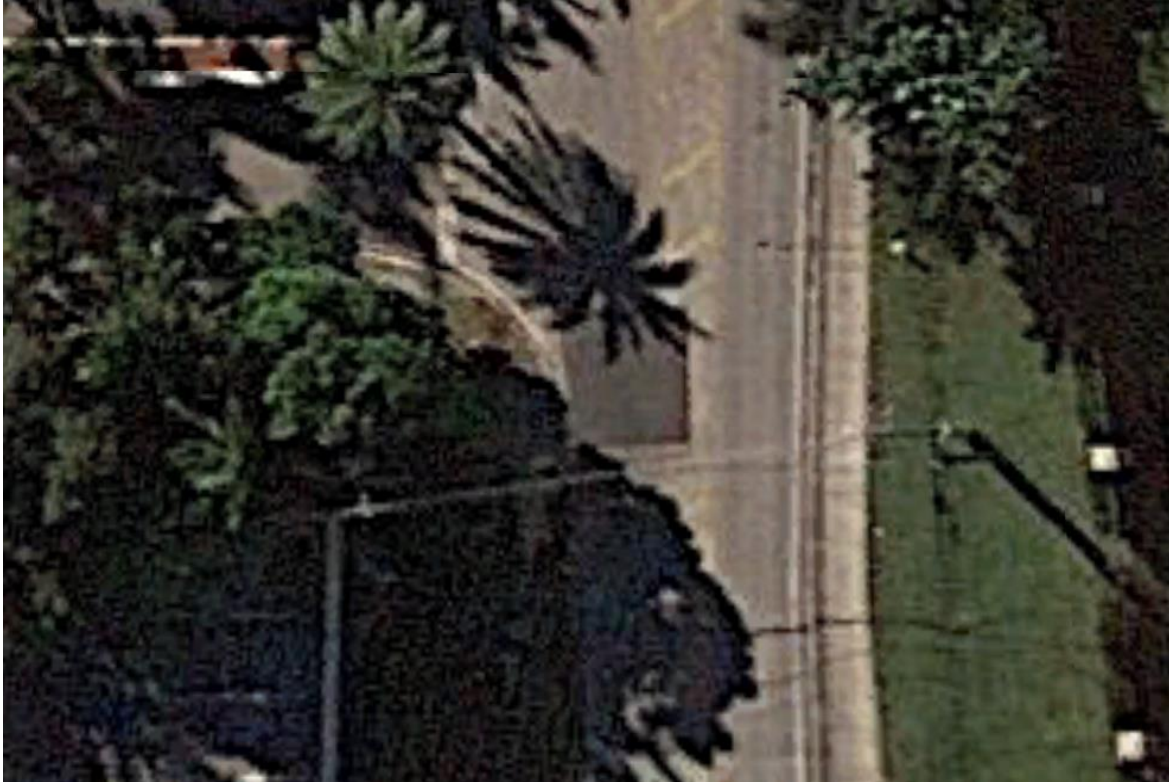
Engineering Inspired Design.

August 24, 2022 / Page 11 of 17
Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL
Aerial Date – 01/2021



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Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL
Aerial Date - 2/2020



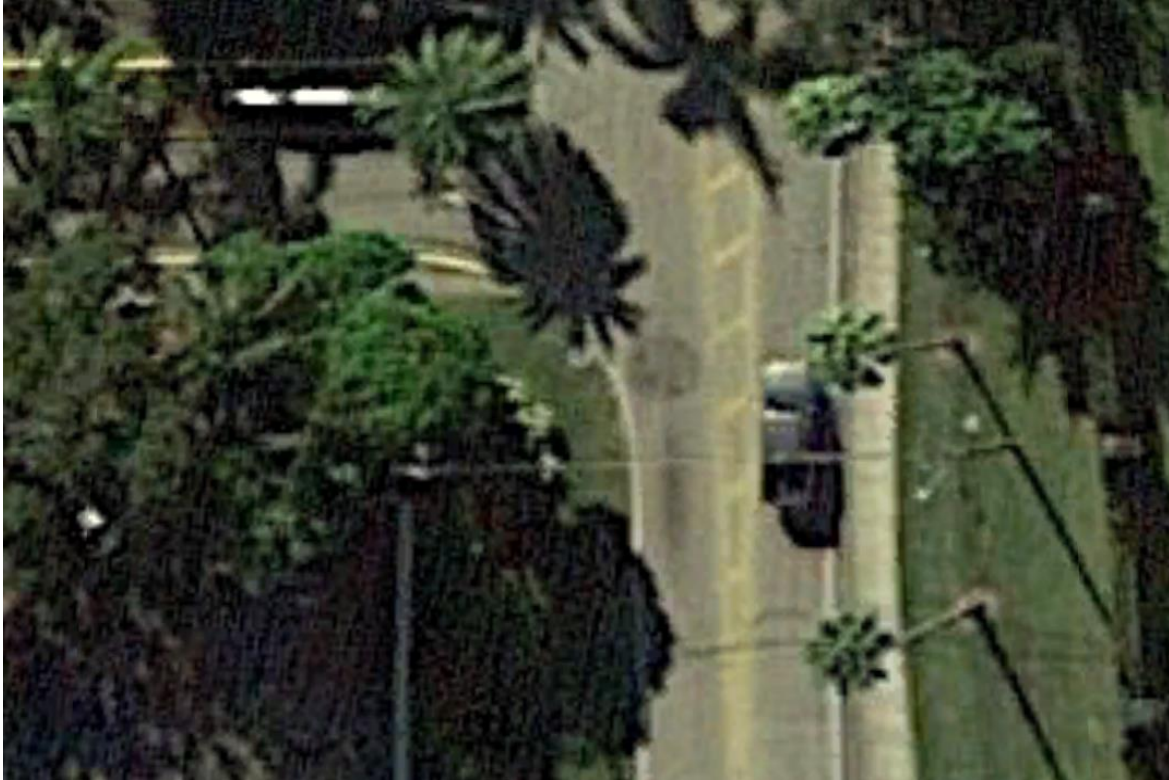
Engineering Inspired Design.

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Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL
Aerial Date - 12/2018



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Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL
Aerial Date - 12/2017



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Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL
Aerial Date - 3/2017



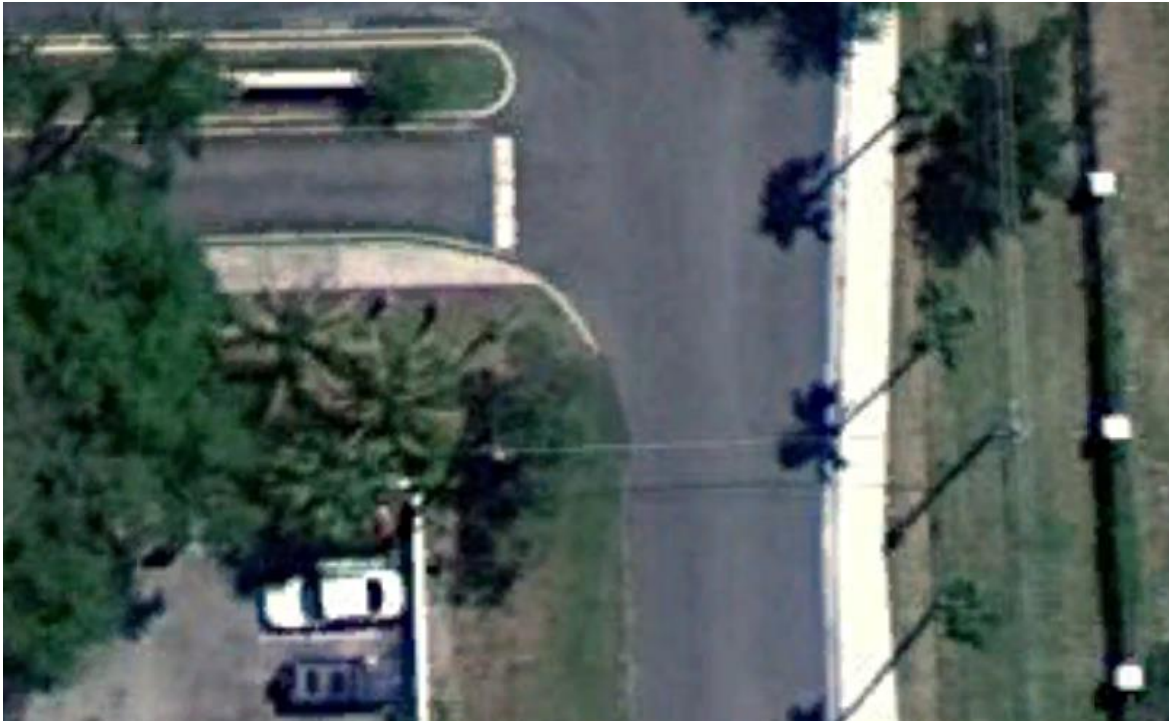
Engineering Inspired Design.

August 24, 2022 / Page 16 of 17
Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL
Aerial Date - 1/2016



Engineering Inspired Design.

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Field Visit Report
Pembroke Park Sink hole
3704,3770 SW 52nd Av, Pembroke Gardens
Pembroke Park, FL
Aerial Date - 3/2010



Engineering Inspired Design.



Engineering Inspired Design.

SW 52nd Ave Sink Hole

Carlos Morales

PROJECT MANAGER I, CIVIL ENGINEER

Carlos Morales is an experienced Civil Engineer who has a proactive approach and Motivation to ensure the success of all projects. He is capable of problem solving, making decisions under pressure environments. He is a team-oriented manager, who can mentor, train, and motivate team members, so they can succeed professionally and personally. His areas of expertise include Sustainable Engineering, Construction Management, Stormwater Management, Drainage Analysis, Roadway Design, and Land Development.

- University of Miami, B.S. Architectural Engineering, 2015
- 13 years in the industry
- 2.5 years with KEITH



Sink Hole Location:

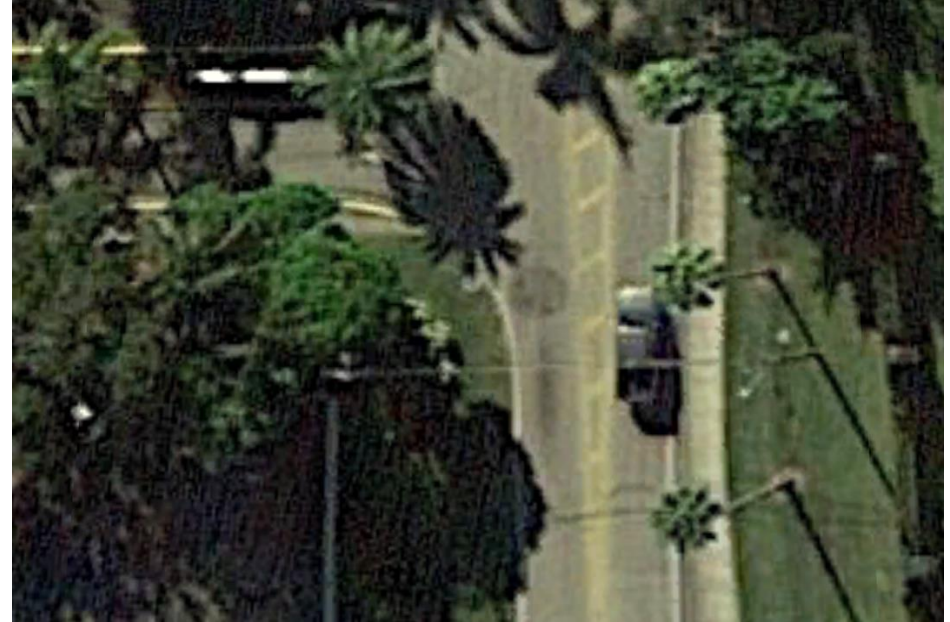
- [illegible]

History

2016:



2017:

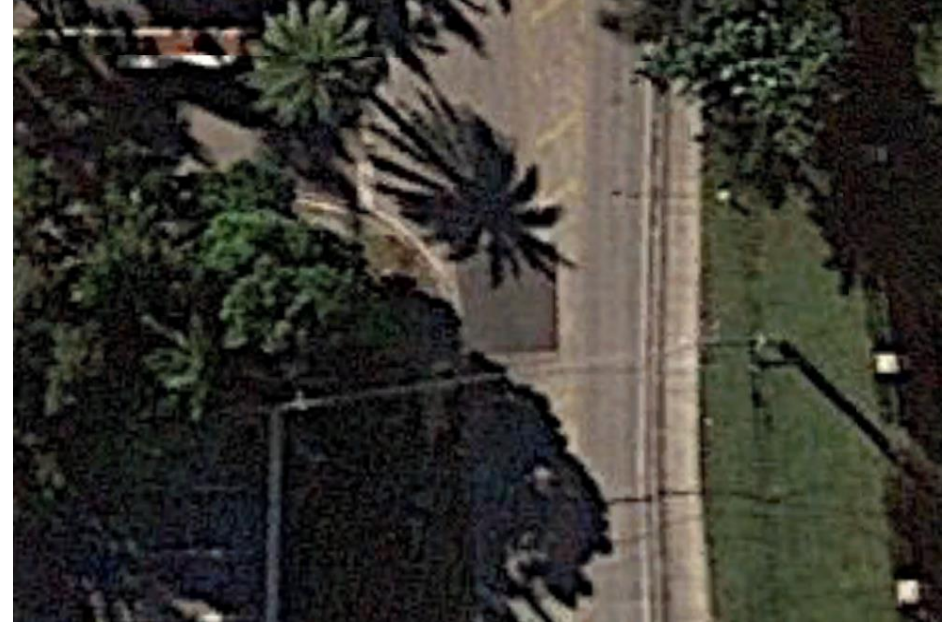


History

2018:



2022:



History

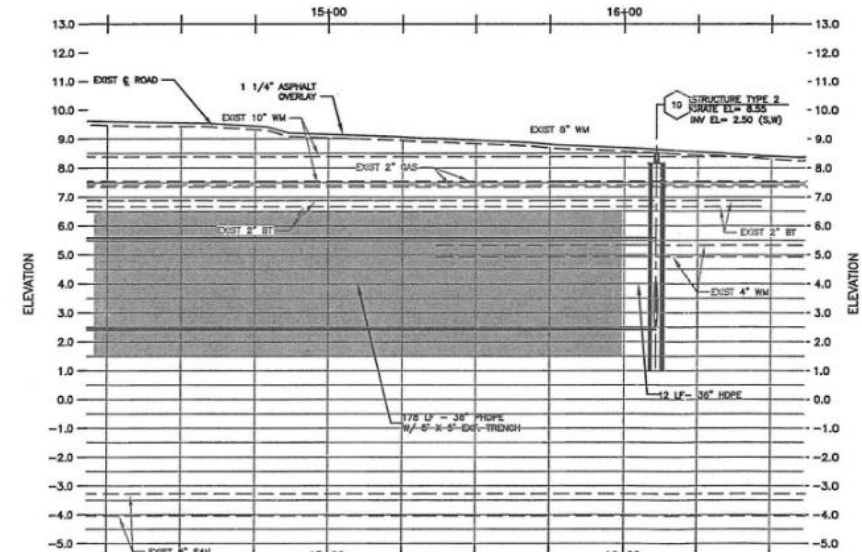
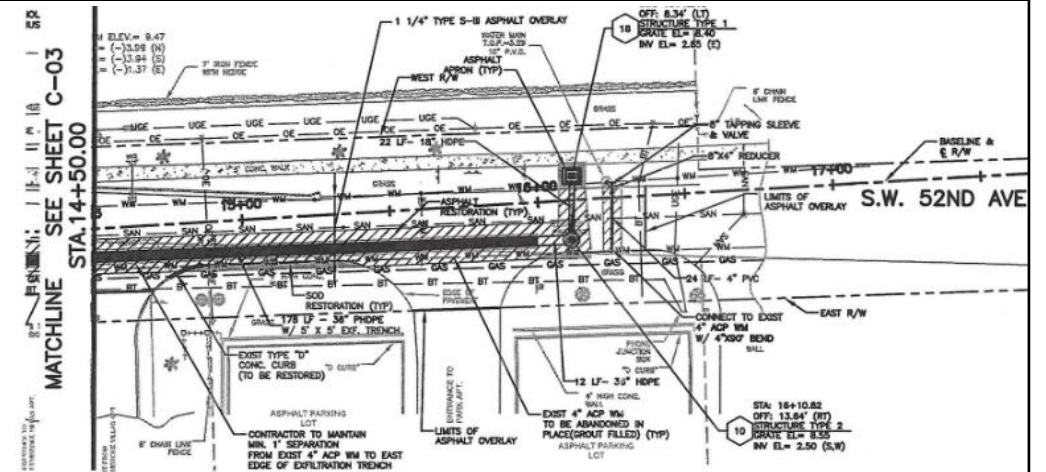
2021:



Videotape of Sanitary Sewer

Existing Conditions Overview

- I. Introduction
- II. Data Gathering
- III. Hydraulic Modeling
- IV. Conclusion



Videotape of Sanitary Sewer

2020 - Original VCP Sewer Line



Videotape of Sanitary Sewer

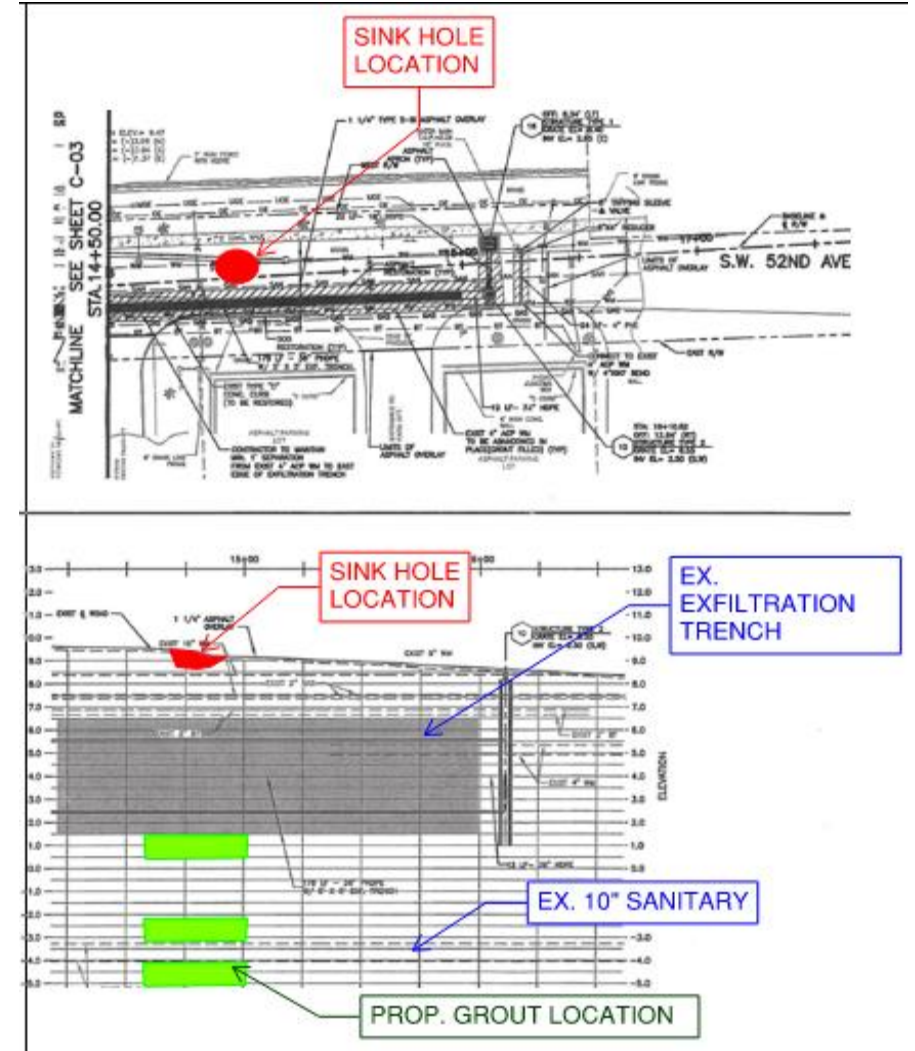
2022 – CIPP Lined Sanitary Sewer



Conclusion

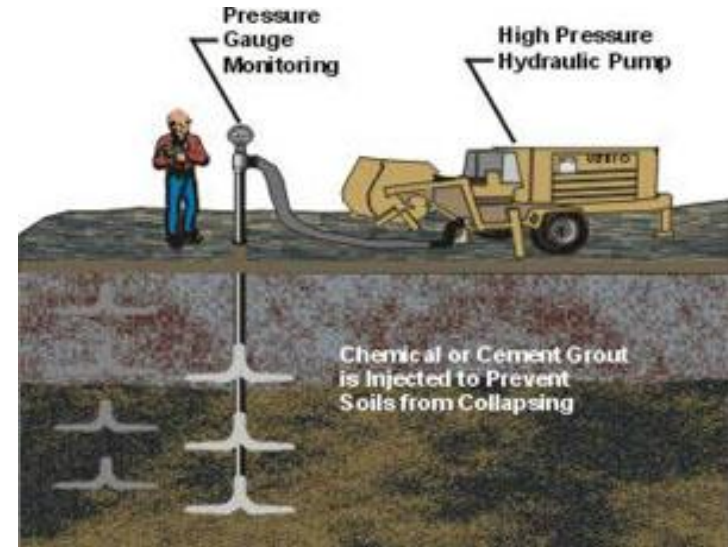
We believe the leaking pipe joints, stub out laterals and cracked pipe in the 12" sanitary main caused the surrounding soil to migrate into the sewer pipe and create voids and low-density soil surrounding the 36" drainage pipe, that has settled causing the pot hole that has appeared at the road surface. The drainage pipe should be videotaped to ensure its integrity. If the video reveals a damaged drainage pipe it needs to be repaired, after the grouting operation mentioned below.

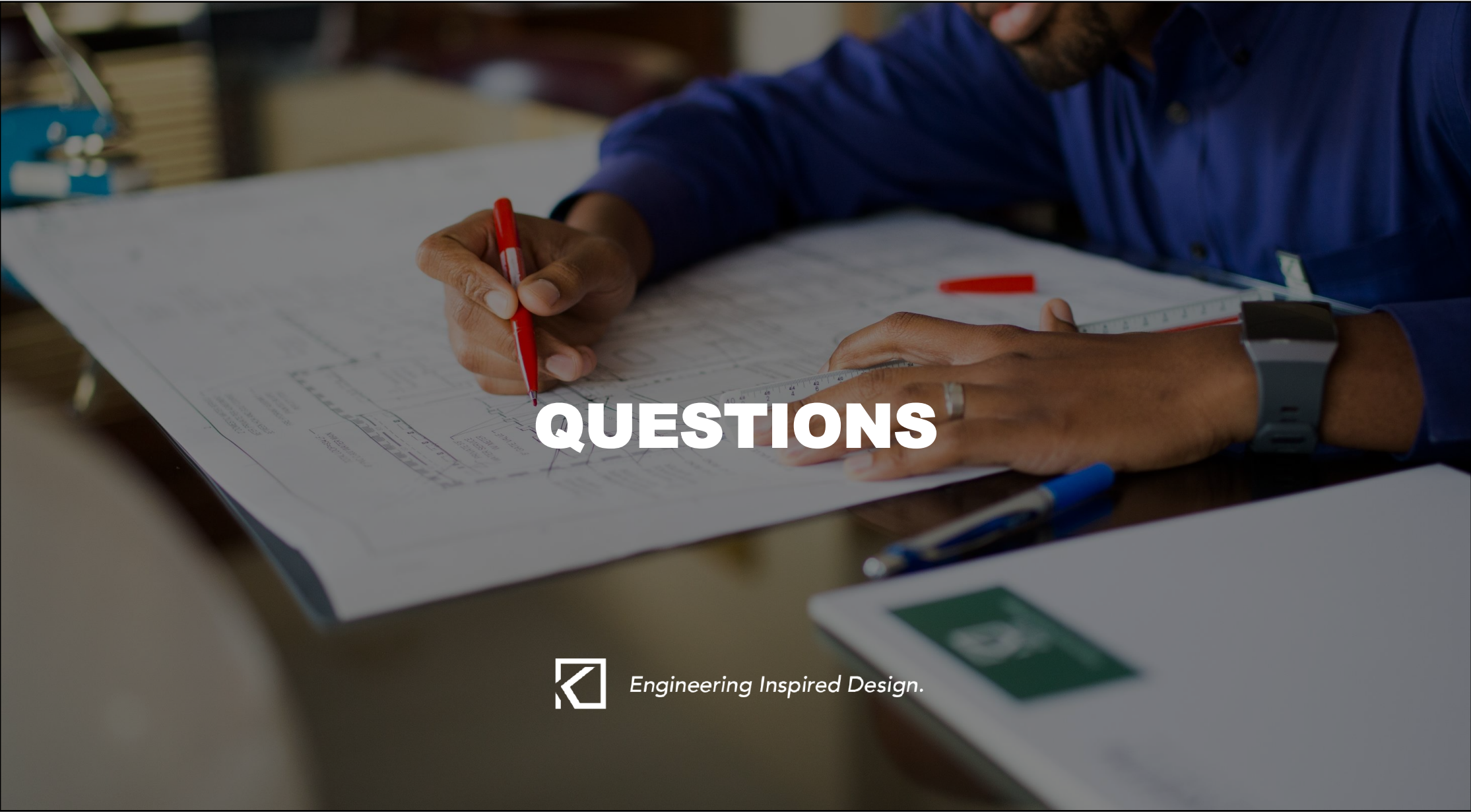
The roadway asphalt, limerock base and subgrade should be removed down to the top of the exfiltration trench system. We recommend pressure grouting the vicinity below the pot hole area, to fill voids and densify the ground in the area beneath the pot hole. The grouting operation should begin beneath the 12" sanitary main and then continue to grout the area above the sanitary main up to the bottom of the exfiltration trench system



Recommended Solution

1. Grout the areas around the pipe and under exfiltration trenches to stabilize the soil.
2. Dig to top of trench to ensure filter fabric is not broken
3. Replace Asphalt pavement section.



A person wearing a blue long-sleeved shirt is seated at a desk, working on a large sheet of paper with technical drawings. They are holding a red pen in their right hand and a ruler in their left hand. The word "QUESTIONS" is overlaid in large white capital letters. In the background, there are some office supplies and a laptop.

QUESTIONS



Engineering Inspired Design.

THANK YOU!



Otis Service and Repair Order

8/5/2022

CUSTOMER NAME

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

OTIS ELEVATOR COMPANY

5381 NW 33RD AVE, STE 103
FORT LAUDERDALE, FL 33309

OTIS CONTACT

GIOVANNI GARZON
Phone:
Email:
GIOVANNI.GARZON@otis.com

PROJECT LOCATION

TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
HOLLYWOOD, FL 33023

PROPOSAL NUMBER

QTE-000724054

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
Z57002	BIG ELV
Z57003	SMALL ELV

SCOPE OF WORK

Otis Proposes to furnish labor and material to change the oil in the hydraulic elevator lines and power unit with new hydraulic oil.

We will adjust for proper operation.

Otis to furnish Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

A representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.

OTIS SERVICE AND REPAIR ORDER

PRICE

\$17,500.00

Seventeen thousand five hundred dollars

This price is based on a one hundred percent (100%) downpayment in the amount of \$17,500.00

Payment terms:

- The base proposal price is contingent upon receiving a downpayment of one hundred percent (100%) of the base contract amount.
- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding add shall be applied to the base contract amount.

Downpayment Amount	Price Adjustment Percentage	Authorization (Initial)
50%	+10%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

Town of Pembroke Park

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Cristina Baltar

Title: _____

Title: Regional Sales Manager

Email: _____

Email: Cristina.Baltar@otis.com

Company Name: Town of Pembroke Park

☐ Principal, Owner or Authorized Representative of
Principal or Owner

☐ Agent _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our

liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
15. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
16. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

AGENDA ITEM REPORT



To: Town Commission
Subject: Procedure for Requesting Utility Box Wrapping from Broward County
Meeting: 08 24 2022 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Aug 24 2022
Department: Public Works
Staff Contact: Myriam Jacques, Deputy Public Services Director

BACKGROUND INFORMATION:

The Commission has expressed an interest to do utility box wrapping for several traffic panels on the Boulevard. Enclosed is 1) how to obtain the permit, 2) the types of art that are allowed and 3) how to install the wrapping on the utility boxes.

FINANCIAL IMPACT:

\$600 per utility box

RECOMMENDATION:

For Information and Seeking Commission Directives

ATTACHMENTS:

[ARTWRAP Special Conditions FINAL SB 2-3-12](#)
[Information on Art-Wrap Process](#)
[Sample Artwork Submission](#)
[2017PermitApplication](#)

SPECIAL CONDITIONS FOR PERMIT APPROVAL

DECORATIVE ART-WRAP INSTALLATIONS ON BROWARD COUNTY OWNED TRAFFIC SIGNAL CONTROLLER CABINETS

1. SPECIAL CONDITIONS OF PERMIT. The special conditions herein are supplemental requirement to the applicable minimum standard conditions contained within the Broward County Public Works Department, Highway Construction & Engineering Division APPLICATION FOR PERMIT FOR CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY. The special conditions described are intended to meet the special circumstances associated with the installation and maintenance of decorative art-wrap coverings on specified traffic signal controller cabinets.
2. APPLICATION OF ART-WRAPPS. The art-wraps coverings shall be attached to the County's traffic signal controller cabinets only. The installation of the art-wrap coverings is limited to the external flat surfaces of the signal controller cabinet only, and shall not be attached to any other signal equipment, such as conduits, signal poles or pedestrian assemblies. The controller cabinet locations that the PERMITTEE will be attaching the art-wraps shall be clearly denoted both in tabular format and on a local area map to be submitted as **Exhibit "A"** attached to the Permit application.
3. ARTWRAP DESIGN CONTENT. PERMITTEE shall provide attached as part of the Permit an **Exhibit "B"** consisting of colored scale renderings of the proposed art-wrap design(s), indicating which designs shall be applied to which sides of the signal controller cabinet, and which designs shall be installed at which locations identified in **Exhibit "A"**. Designs are intended to be artistic in nature, representing a natural, cultural, artistic, or historic theme or event associated with the municipality or community. Acceptability of any designs shall be in accordance with applicable COUNTY policies as outlined in the Broward County Advantage Marketing Program.

Designs that promote or encourage the use of the following shall be **prohibited**:

Tobacco: Designs associated with, or which may be associated with cigars, cigarettes, pipe tobacco, chewing tobacco, and other tobacco products.

Alcohol: Designs associated with, or which may be associated with alcoholic beverages including, but not limited to, beer, wine, and distilled spirits. When a special event permit has been obtained that permits the sale of beer, wine or liquor, signage to identify the vendor(s) location(s) and product(s) is permitted.

Human Reproduction/Sexuality Products and Services: Designs associated with, or which may be associated with products or services related to human reproduction, sexuality, or sexual stimulation, including but not limited to

contraceptive products or services, other products or services related to sexual hygiene and counseling with regard to pregnancy, abortion, or other sexual matters or entertainment directed to sexual stimulation.

Demeaning or disparaging words: Designs containing words that demean or disparage an individual or group of individuals on the basis of race, color, religion, national origin, ancestry, gender, gender identity or expression, pregnancy, age, disability, ethnicity, or sexual orientation.

Profanity: Designs containing profane language.

Firearms: Designs containing an image or depiction of a firearm.

Violence: Designs containing an image or description of graphic violence or the depiction of weapons or other implements or devices associated with an act(s) of violence or harm to a person or animal.

Unlawful goods or services: Designs which promote or encourage, or appear to promote or encourage, unlawful or illegal goods or services.

Unlawful conduct: Designs which promote or encourage, or appear to promote or encourage, unlawful or illegal behavior or activities.

Obscenity or Nudity: Designs which contain obscene material or imply or appear to imply, or promote or appear to promote nudity. For purposes of these guidelines, the terms “obscene” and “nudity” shall have the meanings contained in Florida Statutes, as may be amended from time to time.

Endorsement: Designs which imply or declare an endorsement by a County agency or the Board without the prior written authorization of the Board.

“Adult”-oriented goods or services: Designs which promote or encourage, or appear to promote or encourage, adult book stores, nude dance clubs, and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.

Potential Danger: Designs which contain the word “stop,” “drive,” “danger” or any other word, phrase, symbol, lighting, or any devices or any components thereof, or character likely to interfere with or mislead pedestrian or vehicular traffic.

The ultimate acceptability of any proposed design resides solely with the COUNTY.

4. TERM OF PERMIT. The PERMITTEE shall be permitted to apply art-wrap coverings to the County's traffic signal controller for a period of five (5) years beyond the initial permit approval of the art-wrap coverings, or until such time as the

COUNTY revokes the permit, whichever occurs first. This does not preclude the PERMITTEE for re-applying for a new Permit to extend the term of the art-wrap covering.

5. USE OF CONTROLLER CABINETS. PERMITTEE shall have access and non-exclusive use of the County's signal controller cabinets only for PERMITTEE's art-wrap Program. The controller cabinets shall not be used for any other purpose.
6. NOTIFICATION REQUIREMENTS PRIOR TO ART-WRAP INSTALLATION. PERMITTEE shall provide three (3) business-day notice to the Traffic Engineering Division prior to the installation of any art-wrap at a location set forth in **Exhibit "A."**
7. CONTROLLER CABINET IDENTIFICATION LABELS. COUNTY shall fabricate and install a new controller cabinet identification sticker to be placed on an agreed upon location on each of the controller cabinets after application of the art-wrap covering. New identification labels will be fabricated with retro-reflective white background with black text unless otherwise specified.
8. CONTROLLER CABINET REMOVAL OR MODIFICATION BY COUNTY. COUNTY shall provide five (5) days notification to the PERMITTEE prior to any scheduled modification or removal of the controller cabinet or related equipment that would require the removal of any art-wrap coverings. The PERMITTEE will have the option to reinstall the art-wrap covering at its own expense after re-installation of the controller cabinet by COUNTY.
9. DAMAGE TO CONTROLLER CABINET BY THIRD PARTIES. COUNTY will notify PERMITTEE as soon as practical following an event (such as a traffic crash) that results in damage to the controller cabinet that also damages the art-wrap covering, or otherwise requires replacement of the controller cabinet. The PERMITTEE will have the option to reinstall the art-wrap covering at its own expense after repair or replacement of the controller cabinet by COUNTY. Replacement of the controller cabinet required due to a vehicle crash or other similar event that was not caused by the actions of the PERMITTEE shall be replaced by the COUNTY at the COUNTY's expense.
9. DAMAGE TO ART-WRAP BY THIRD PARTIES. The PERMITTEE shall repair or replace the art-wrap at its own expense due to accidental or intentional damage by third parties, such as by vandalism or graffiti. In the event the art-wrap incurs multiple or repeated damage or defacing by graffiti, the PERMITTEE shall have the option to remove the art-wrap from the controller cabinet permanently at its own cost.
10. TERMINATION. This Permit may be terminated immediately by COUNTY if any terms of the permit are not adhered to by the PERMITTEE during the term of the permit. The Permit may otherwise be terminated by COUNTY without cause, or for convenience, upon thirty (30) days written notice to the PERMITTEE by COUNTY.

Final Approved 2-3-12, Scott Brunner, P.E., Asst. Director, Traffic Engineering Division

EXHIBIT "A"

(List of Intersections to Receive Art-wrap Installations as referenced in Section 2)

EXHIBIT "B"

(Attach Color Art-Wrap Renderings as referenced in Section 3)

From: [d'Anjou, Yves](#)
To: [Myriam Jacques](#)
Cc: [Caratozzolo, Carmelo](#); [Cai, Lei](#); [Joachim, Etienne](#)
Subject: Information on Art-Wrap Process
Date: Thursday, August 4, 2022 8:49:04 AM
Attachments: [image001.png](#)
[2017PermitApplication.pdf](#)
[ARTWRAP Special Conditions FINAL SB 2-3-12.doc](#)
[Sample Artwork Submission.pdf](#)

Good Morning Myriam,

Thank you for your interest regarding the installation of art-wraps on traffic control cabinets. I'm not sure how much information you've been provided on the process of installing the art-wraps, so I'll give you a brief recap. The first traffic controller cabinet art-wrap project was initiated by the Fort Lauderdale Downtown Development Authority (DDA) staff. The Broward County Traffic Engineering Division (BCTED) completed a six-month test case and found no adverse impacts to the signal controller, so we allowed the DDA to move forward with a set of 15 locations within their jurisdictional boundary. The art-wraps are all installed within the downtown Fort Lauderdale area.

The "applicant" for an art-wrap project must be a municipality or agency similar to the DDA, and the artwork is intended to be illustrative of a cultural, historic, artistic, architectural or natural theme of the area, with certain types of prohibitions (see attached Special Conditions). Private sector advertisement is not allowed. The permitting process is actually a general engineering permit (electronic form attached) with a location map and set of renderings. I have attached a sample artwork submission plan you can use as an example. You, your representative or agent should prepare the information in a similar format. The Broward County permit application package should then be submitted to Etienne Joachim (cc'd) at HCED. You can submit the proposed artwork to me for approval, which Etienne will need prior to processing your permit.

Please note that while Broward County permits the installation of the art-wraps on traffic control cabinets, and we continue to maintain the cabinet and all equipment associated with the signal, we do not maintain the art-wraps themselves. This would have to be addressed by the agency installing the wraps. Furthermore, if the cabinet is damaged in any way such as a result of a traffic accident or crash, our agency will replace the cabinet and all signal equipment within the cabinet in accordance with our interlocal agreement to maintain the signal system for the City, but we will not replace the art-wrap. Likewise, if a County capital improvement project, such as a span wire to mast arm conversion, results in the removal of the art-wrapped cabinet, we will replace the cabinet and equipment within, but we will not replace the art-wrap. You will be permitted to reinstall the same artwork under your existing permit. If the replacement artwork is changed, it would have to be submitted again for our review and approval.

Should the City desire to pursue these installations at intersections along the State Road system, the Florida Department of Transportation (FDOT) will also have to be contacted to initiate their separate approval process. My contact at FDOT has been Roger Lemieux at Roger.Lemieux@dot.state.fl.us. He should be able to assist you with the Departments process.

If you have any further questions, please do not hesitate to contact me.



Yves d'Anjou, P.E.
Broward County Public Works Department

TRAFFIC ENGINEERING DIVISION

2300 W. Commercial Boulevard

Ft. Lauderdale, FL 33309

(954) 847-2600

ydanjou@broward.org

www.broward.org

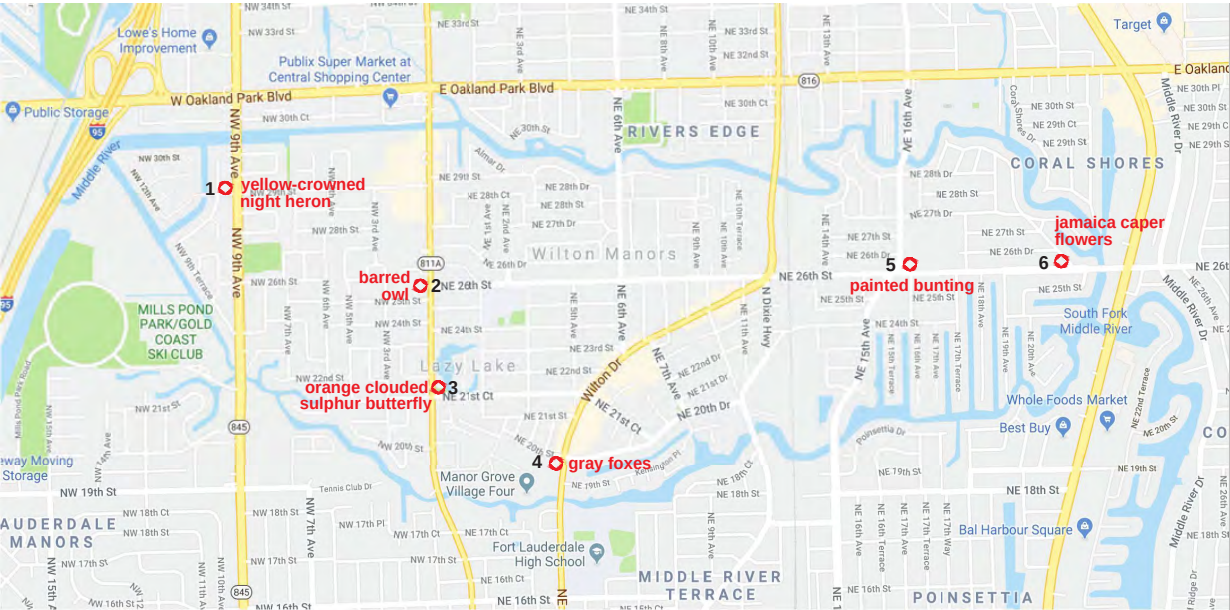
WILTON MANORS

UTILITY BOX WRAP PROGRAM

WILTON MANORS, FLORIDA

INDEX

SHEET NO.	SHEET TITLE
C-0	Cover Sheet
C-1	Box 1 Powerline & NE 29th St
C-2	Box 2 Andrews & NE 26th St
C-3	Box 3 Andrews & NE 21st Ct
C-4	Box 4 Wilton Drive & NE 20th St
C-5	Box 5 NW 15th/16th Ave & NE 26th St
C-6	Box 6 NE 26th St & Coral Gardens Drive



NORTH
PROJECT LOCATIONS
N.T.S.

ABACO
ENGINEERING
INC.
10100 W. Sample Rd. Suite 334
Coral Springs, FL 33065
Phone: (954) 599-3726
Fax: (954) 692-9033
abacoengineering.com

AZITA O. BEHMARDI, P. E.
P.E. NO. 44388
STATE OF FLORIDA



WM UTILITY BOX WRAP PROGRAM
WILTON MANORS, FLORIDA 33311

DRAWN BY: DR
CHECKED BY: AB
DATE: 09/09/19
REVISIONS:



PROJECT #

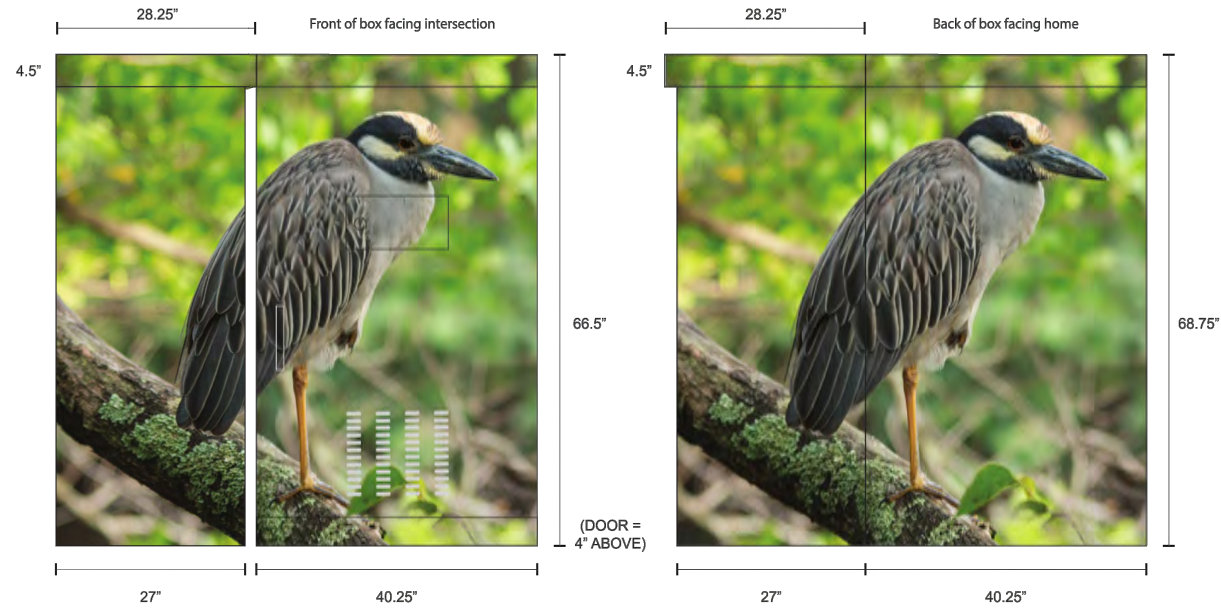
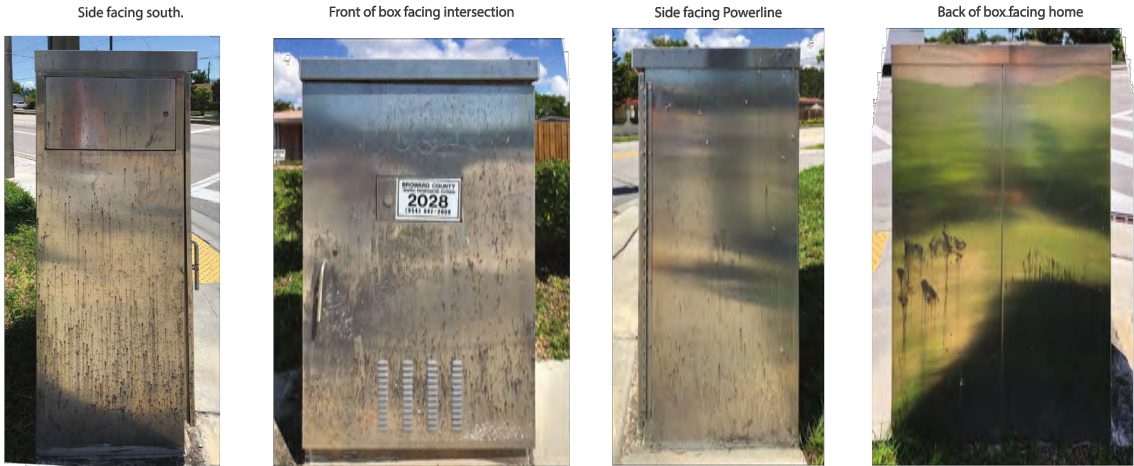
SHEET

C-0

COVER SHEET

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED
AND SEALED BY AZITA BEHMARDI, P.E.
ON 09/09/19 USING A SHA
AUTHENTICATION CODE.
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED AND
THE SHA AUTHENTICATION CODE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES.

Box 1 Powerline & NE 29th St
Yellow-crowned Night Heron



**ABACO
ENGINEERING
INC.**
10100 W. Sample Rd. Suite 334
Coral Springs, FL 33065
Phone: (954) 599-3726
Fax: (954) 692-9033
abacoengineering.com

AZITA O. BEHMARDI, P. E.
P.E. NO. 44388
STATE OF FLORIDA



WM UTILITY BOX WRAP PROGRAM
WILTON MANORS, FLORIDA 33311

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SHEET

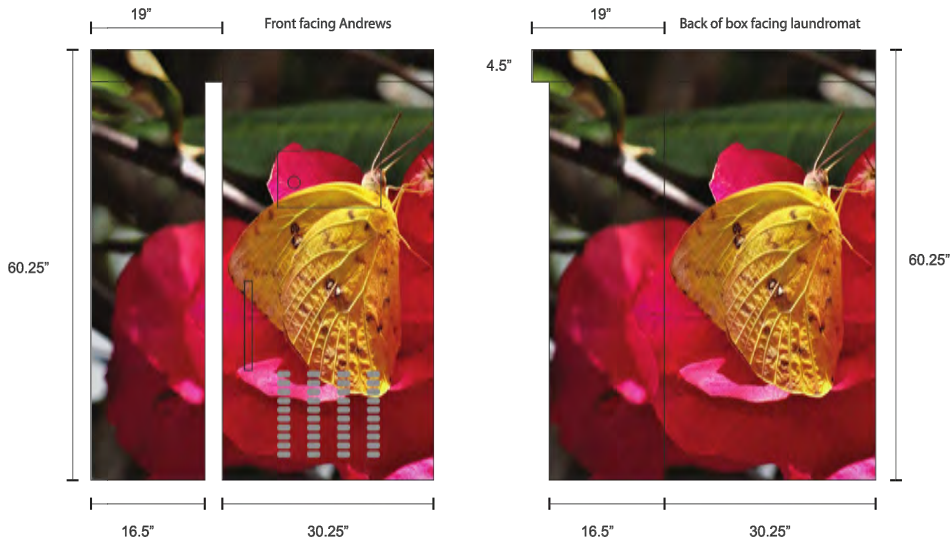
C-1

BOX 1

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED
AND SEALED BY AZITA BEHMARDI, P.E.
ON _____ USING A SHA
AUTHENTICATION CODE _____
PRINTED COPIES OF THIS DOCUMENT ARE
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Box 2 Andrews & NE 26th St
Orange Sulphur Butterfly



**ABACO
ENGINEERING
INC.**
10100 W. Sample Rd. Suite 334
Coral Springs, FL 33065
Phone: (954) 599-3726
Fax: (954) 592-9033
abacoengineering.com

AZITA O. BEHMARDI, P. E.
P.E. NO. 44388
STATE OF FLORIDA



WM UTILITY BOX WRAP PROGRAM
WILTON MANORS, FLORIDA 33311

DRAWN BY: DR
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DATE: 09/09/19
REVISIONS:



PROJECT #

SHEET

C-2

BOX 2

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AND SEALED BY AZITA BEHMARDI, P.E.
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AUTHENTICATION CODE _____
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Box 3 Andrews & NE 21st Ct
Barred Owl



**ABACO
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INC.**
10100 W. Sample Rd. Suite 334
Coral Springs, FL 33065
Phone: (954) 599-3726
Fax: (954) 692-9033
abacoengineering.com

AZITA O. BEHMARDI, P. E.
P.E. NO. 44388
STATE OF FLORIDA



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WILTON MANORS, FLORIDA 33311

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REVISIONS:



PROJECT #

SHEET

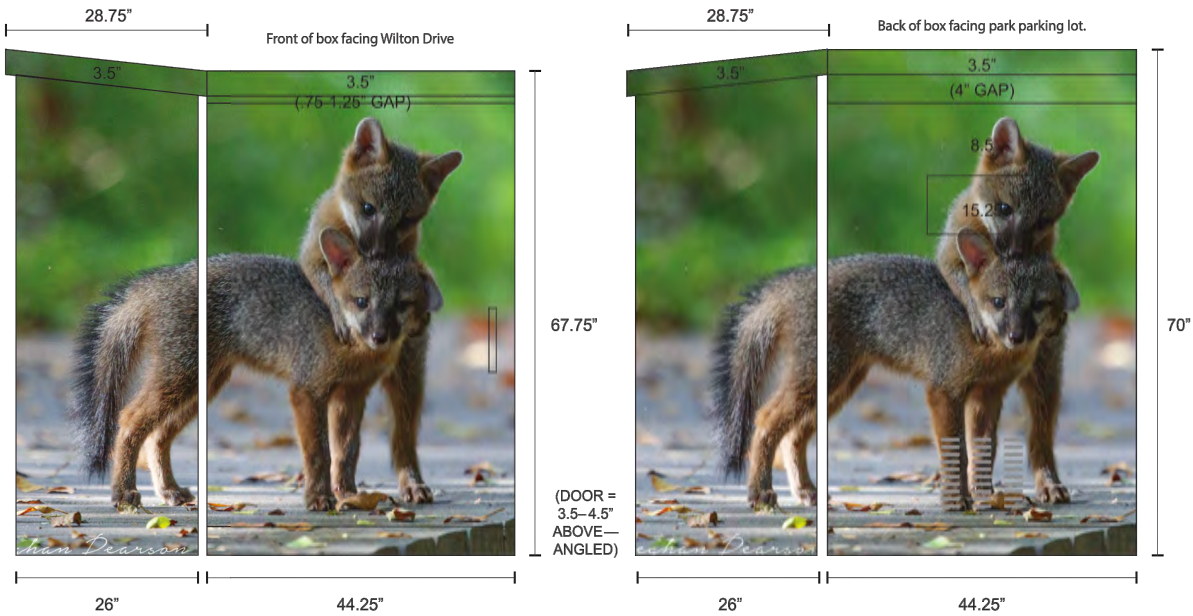
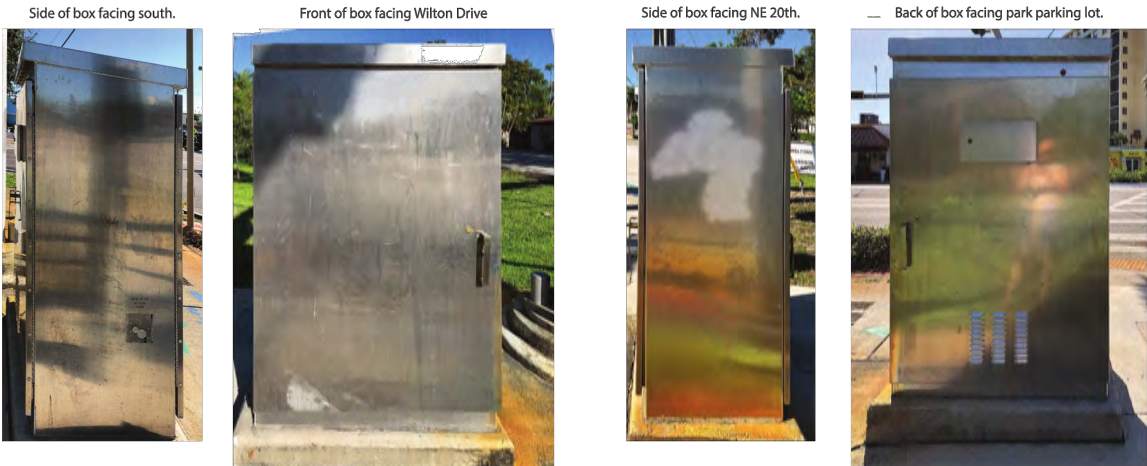
C-3

BOX 3

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED
AND SEALED BY AZITA BEHMARDI, P.E.
ON _____ USING A SHA
AUTHENTICATION CODE _____
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED AND
THE SHA AUTHENTICATION CODE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES.



Box 4 Wilton Drive & NE 20th St (Richardson Park)
Gray Fox Kits



*WATERMARK WILL BE REMOVED ON FINAL ART

ABACO
ENGINEERING
INC.
10100 W. Sample Rd. Suite 334
Coral Springs, FL 33065
Phone: (954) 599-3726
Fax: (954) 692-9033
abacoengineering.com

AZITA O. BEHMARDI, P. E.
P.E. NO. 44388
STATE OF FLORIDA



WM UTILITY BOX WRAP PROGRAM
WILTON MANORS, FLORIDA 33311

DRAWN BY: DR
CHECKED BY: AB
DATE: 09/09/19
REVISIONS:



PROJECT #

SHEET

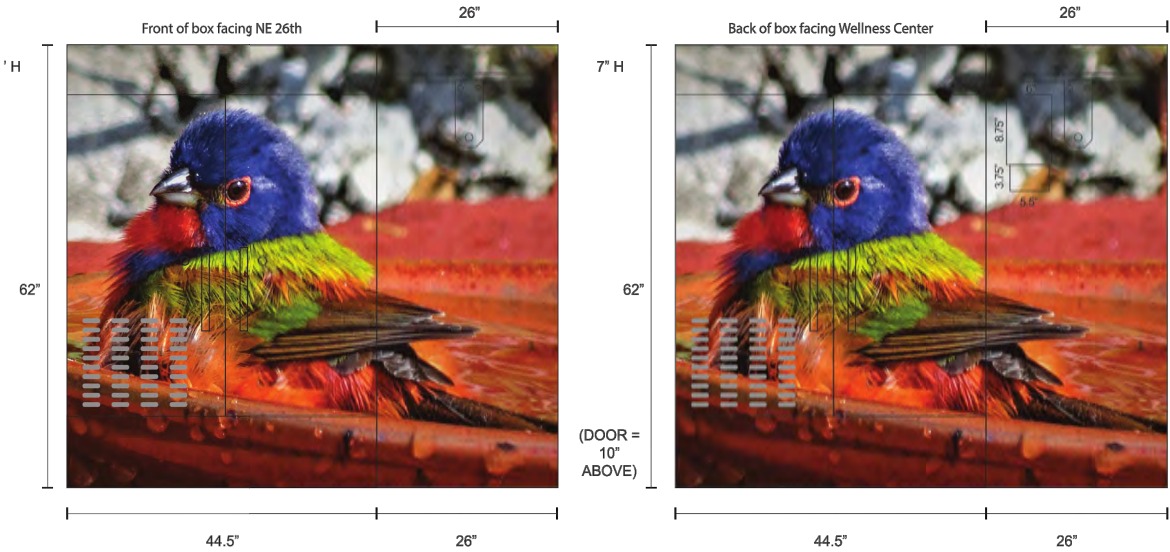
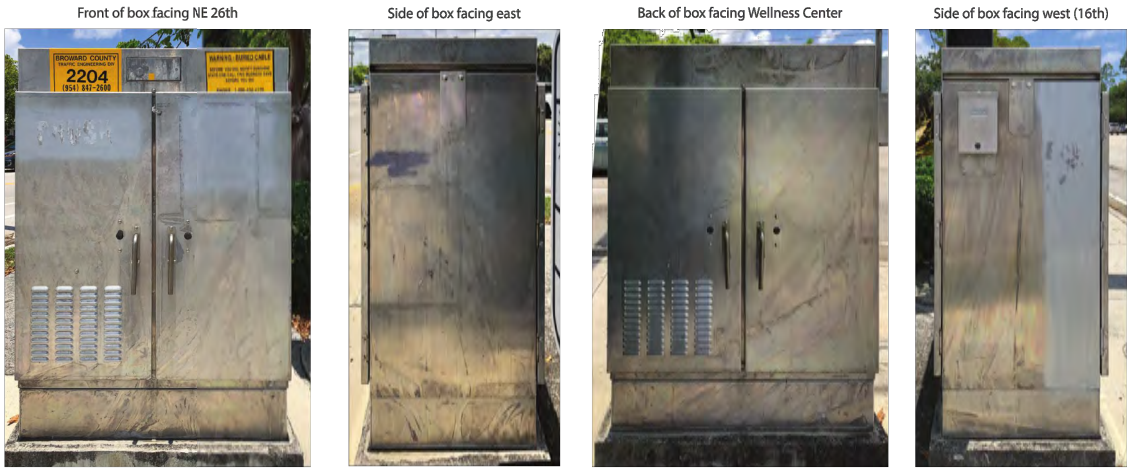
C-4

BOX 4

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED
AND SEALED BY AZITA BEHMARDI, P.E.
ON USING A SHA
AUTHENTICATION CODE
PRINTED COPIES OF THIS DOCUMENT ARE
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Box 5 NW 15th/16th Ave & NE 26th St
Painted Bunting



**ABACO
ENGINEERING
INC.**
10100 W. Sample Rd. Suite 334
Coral Springs, FL 33065
Phone: (954) 599-3726
Fax: (954) 692-9033
abacoengineering.com

AZITA O. BEHMARDI, P. E.
P.E. NO. 44388
STATE OF FLORIDA



WM UTILITY BOX WRAP PROGRAM
WILTON MANORS, FLORIDA 33311

DRAWN BY: DR
CHECKED BY: AB
DATE: 09/09/19
REVISIONS:



PROJECT #

SHEET

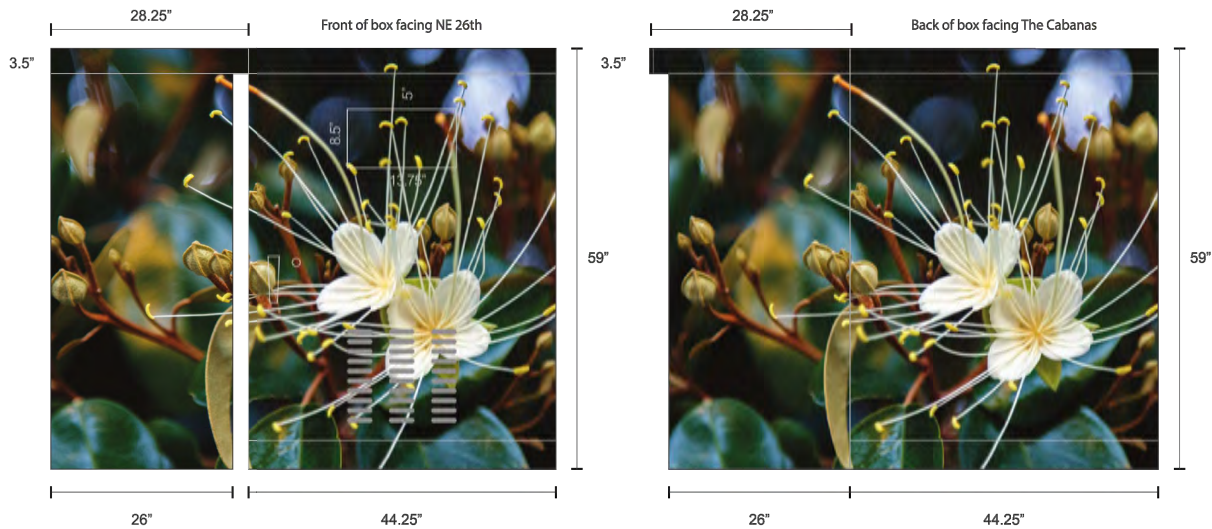
C-5

BOX 5

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED
AND SEALED BY AZITA BEHMARDI, P.E.
ON _____ USING A SHA
AUTHENTICATION CODE _____
PRINTED COPIES OF THIS DOCUMENT ARE
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Box 6 NE 26th St & Coral Gardens Drive
Jamaica Caper blossoms



ABACO
ENGINEERING
INC.
10100 W. Sample Rd. Suite 334
Coral Springs, FL 33065
Phone: (954) 599-3726
Fax: (954) 592-9033
abacoengineering.com

AZITA O. BEHMARDI, P. E.
P.E. NO. 44388
STATE OF FLORIDA



WM UTILITY BOX WRAP PROGRAM
WILTON MANORS, FLORIDA 33311

DRAWN BY: DR
CHECKED BY: AB
DATE: 09/09/19
REVISIONS:



PROJECT #

SHEET

C-6

BOX 6

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED
AND SEALED BY AZITA BEHMARDI, P.E.
ON _____ USING A SHA
AUTHENTICATION CODE _____
PRINTED COPIES OF THIS DOCUMENT ARE
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BROWARD COUNTY PUBLIC WORKS DEPARTMENT
HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

APPLICATION FOR PERMIT
FOR CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY

1 NORTH UNIVERSITY DRIVE, SUITE 300
PLANTATION, FLORIDA 33324-2038
Tel # (954) 577-4555

RESET FORM

PRINT

PLEASE TYPE OR PRINT CLEARLY

TYPE OF PERMIT REQUESTED *PD ☐ WS ☐ *DRIVEWAY ☐ UTIL ☐ MISC ☐ OTHER ☐

PERMITTEE INFORMATION *See note 13, 20 and 21 on reverse side

Name _____
Address _____
City _____ State _____ Zip _____
Qualifier _____ Qualifier CC # _____
License Type _____ Email Address _____
Telephone # _____

Safety Compliance Officer _____
Telephone # _____ Email Address _____

OWNER INFORMATION *See note 13 and 20 on reverse side

Name _____
Address _____
City _____ State _____ Zip _____
Telephone # _____ Email Address _____

UTILITY COMPANY INFORMATION

Utility Company Name _____
Address _____
City _____ State _____ Zip _____
Telephone # _____ Email Address _____

PROJECT INFORMATION

Name _____
Location _____

Section _____ Township _____ Range _____ Section _____ Township _____ Range _____

Subdivision or Area _____
Job Address _____

Project location 1 _____
Project location 2 (if required) _____

Nearest intersecting street _____

Legal Description
Plat Book _____ Cty1 _____ Book1 _____ Page1 _____ Cty2 _____ Book2 _____ Page2 _____

PROJECT DESCRIPTION

Description of Work _____

In accordance with the approved plans submitted by

Company Name _____

Address _____

City _____ State _____ Zip _____

☐ Consulting Engineer ☐ Utility Company Engineer _____

Telephone # _____ Email Address _____

Anticipated Starting Date _____ Anticipated Construction Duration _____ Days

*Qualifier Signature - See note 13, 20 and 21 on reverse side _____ Date _____

*Owner Signature - See note 13 and 20 on reverse side _____ Date _____
Owner must sign for any driveway work in the right of way

Notary Signature _____ Date _____

(REVERSE SIDE CONTAINS MINIMUM CONDITIONS APPLICABLE TO THIS PERMIT REQUEST)

MINIMUM CONDITIONS APPLICABLE TO PERMIT REQUESTS

1. Owner or Utility agrees to maintain permitted facility, including the restoration of the surrounding right-of-way, at his/her sole expense and, if required by Broward County to promptly modify, relocate and/or remove said facility as required, at the owner's or utility's own sole expense. All portions of the public right-of-way disturbed or impaired during the maintenance, modification, relocation or removal of the permitted facility shall also be restored by owner or utility at owner's or utility's own expense and Broward County will have no responsibility therefore. (2005 Broward County Minimum Standards 3-6.8)
2. All materials, installations and methods of work in County rights-of-way must be in accordance with the "Minimum Standards Applicable to Rights-of-Way under Broward County Jurisdiction", and Broward County Highway Construction & Engineering Division Requirements. (2005 Broward County Minimum Standards 4-1.10)
3. All work in public right-of-way shall be done in strict compliance with the rules and regulations of the Traffic Control Manuals, the Occupational Safety and Health Administration, the Americans with Disabilities Act and the Broward County Public Works and Transportation Department. Failure to comply shall result in cessation of operations and the removal of project-related obstructions from public right-of-way until compliance is achieved. (2005 Broward County Minimum Standards 3-1.1)
4. Prior to commencement of construction within Broward County jurisdiction rights of way, the permittee shall contact the Broward County Highway Construction & Engineering Division (954) 577-4600 to schedule a preconstruction meeting. Failure to comply may result in a revocation of this permit. (2005 Broward County Minimum Standards 3-3.1)
5. No construction shall be initiated until a permit for the proposed installation has been issued by the Broward County Highway Construction and Engineering Division. (2005 Broward County Minimum Standards 3-2.2)
6. The contractor must submit maintenance of traffic plan to the Broward County Traffic Engineering Division (954) 847-2600 and obtain approval prior to commencing work in the right of way. (2005 Broward County Minimum Standards 3-1.3 & 4-1.4)
7. A minimum of forty-eight (48) hour notice must be given to the Broward County Highway Construction & Engineering Division before commencing work on any project. - Telephone Number (954) 577-4600. (2005 Broward County Minimum Standards 3-3.2)
8. A minimum of twenty-four (24) hour notice must be given to Broward County Highway Construction & Engineering Division for scheduling of all tests and inspections relating to this permit. Scheduling is done on a "First Come, First Served" basis. - Telephone Number (954) 577-4600. The Engineer of Record for the project shall be present for all inspections and tests, unless instructed otherwise by the Broward County Highway Construction and Engineering Division. (2005 Broward County Minimum Standards 3-3.3)
9. A set of plans for the project bearing the Highway Construction and Engineering Division approval stamp, the Permit issued by the Highway Construction and Engineering Division, and the MOT plan approved by the Traffic Engineering Division, shall all be onsite whenever work is in progress. In the event that any one of these items is not so located, work shall not be allowed to begin or, if already begun, shall be halted. (2005 Broward County Minimum Standards 3-6.1)
10. Permitted work shall not be deemed approvable until all installations, tests and restorations are complete and approved by the Consulting Engineer, all other agencies having jurisdiction, and this Division; and all required Test Reports, Certifications and "Record" drawings have been submitted to and accepted by all agencies requiring as-built approval. (2005 Broward County Minimum Standards 3-8 & 3-9)
11. "Record" drawings and certification package, as required by the "Minimum Standards Applicable to Rights-of-Way under Broward County Jurisdiction", must be submitted to the Broward County Highway Construction & Engineering Division prior to final inspection. (2005 Broward County Minimum Standards 3-8)

Paving and Drainage (2005 Broward County Minimum Standards 6-1.13 & 6-1.18)

 - a. One (1) set of certified drainage as-built drawings signed and sealed by a Professional Land Surveyor registered in the State of Florida together with the Engineer's Certification. All drainage installations shall be tested for leakage prior to backfilling; and
 - b. One (1) set of finished rock base as-built drawings signed and sealed by a Professional Land Surveyor registered in the State of Florida and certified by a Professional Engineer registered in the State of Florida, stating that the installation shown thereon was made in substantial conformance with the approved drawings. Finished rock as-built drawings shall be at the same scale as the approved drawings and must show finished rock base elevations and offsets at centerline, edge of median and edge of pavement, plus elevations of bottom of swale or flow line of gutter, top of curb and right of way line, at high point and low points, intersections and changes in slope. Elevations shall be verified and shown at intervals not to exceed 300 feet measured along the profile grade line for projects over 1500 feet in length; every 100 feet for projects 500 to 1500 feet in length and every 50 feet for projects under 500 feet in length. These elevations shall be depicted on a set of plans at the same scale, with sufficient clarity to make judgment of acceptability possible; and
 - c. All test reports including One (1) copy of the density reports on the compaction of the subgrade, base, shoulders and swales verified by an independent certified Engineering Testing Laboratory.

Water and Sewer (2005 Broward County Minimum Standards 10-6, 11-5 & 12-6)

One (1) set of certified as-built drawings signed and sealed by a Professional Land Surveyor registered in the State of Florida together with the Engineer's Certification. All drawings shall indicate accurate house connection dimensions, main and terminal point locations, elevations of stubs or laterals, locations and elevations of all changes in direction and slope, rim elevations, invert elevations and structure numbers. In addition the size, material, location and elevation of all underground utilities encountered during construction shall be indicated on the plan; and

Gas Transmission and Distribution Systems, Telephone, CATV, Other Signal Systems or Electric Power (2005 Broward County Minimum Standards 13-3, 14-10, 15-9 and 16-9)

Record drawings may be required on a case by case basis. When required one (1) set of record drawings shall be submitted within three (3) weeks after completion of the work along with a statement signed by the Engineering Supervisor of the utility company certifying as to the accuracy of the as-built locations and elevations of the permitted installations and further certifying that the permitted installation was done in substantial accordance with the approved drawings.

Landscape Irrigation (2005 Broward County Minimum Standards 19-6)

One (1) set of certified as-built drawings signed and sealed by a Professional Land Surveyor registered in the State of Florida together with the Engineer's or Landscape Architects Certification. All drawings shall indicate location and elevation information.

Monitoring Well (2005 Broward County Minimum Standards 20-7)

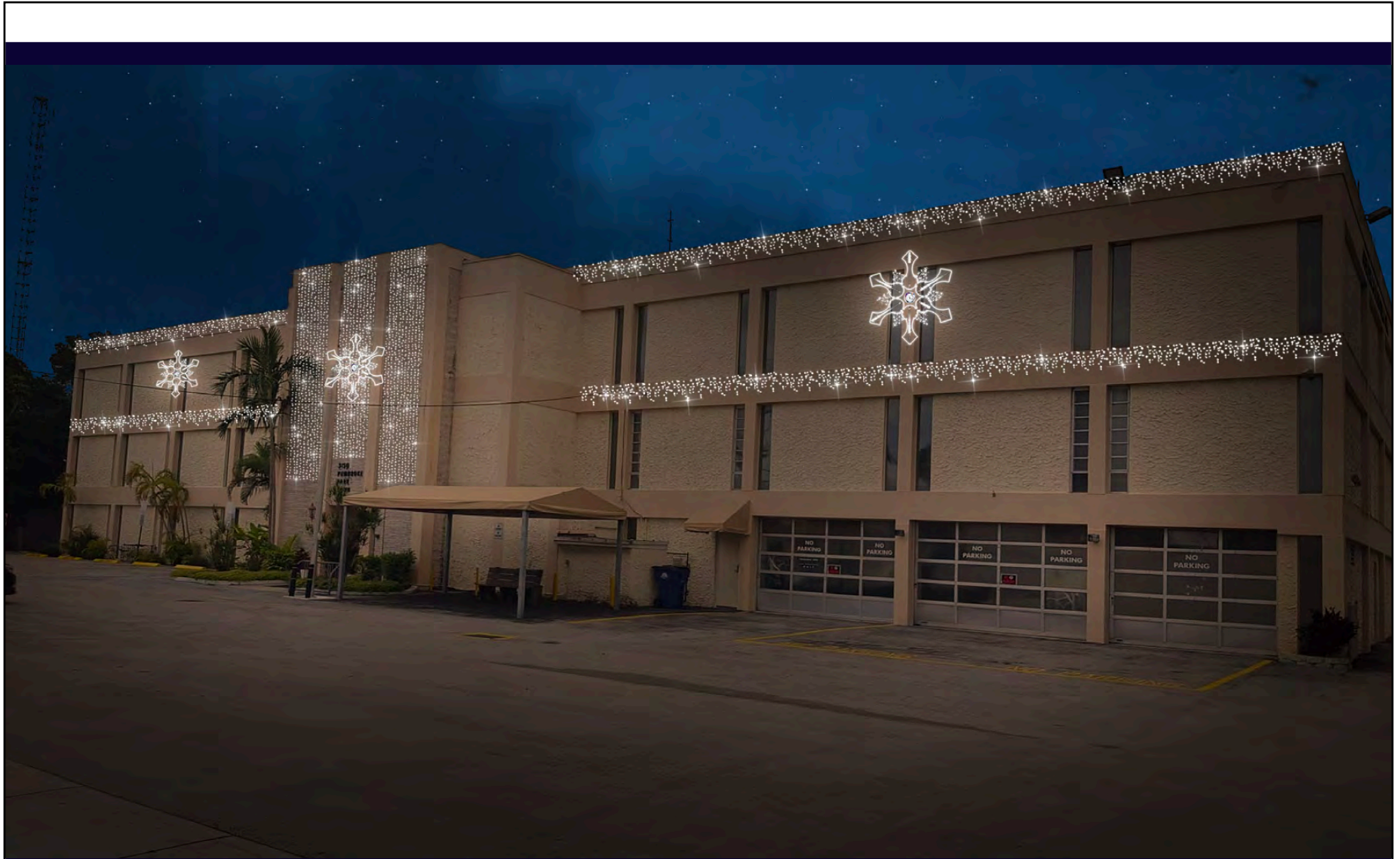
On completion of construction, the contractor must furnish the Broward County Highway Construction & Engineering Division with a "Well Completion Report".
12. A Notice of Acceptance shall be sent to permittee, and the one year warranty maintenance period will commence during which the permittee shall, at his/her sole expense, repair or cause to be repaired, any defects that may be identified within the public right-of-way due to or arising from the permitted installation(s) or the permittee's operations related to the project. (2005 Broward County Minimum Standards 6-1.19 & 7-2.15)
13. This permit shall expire under the following circumstances; unless other arrangements have been made with the Broward County Highway Construction & Engineering Division. Once a permit has expired, before any work may continue, begin or resume, a new permit shall be obtained with all current conditions and regulations having to be met including new plan approval. A new permit fee shall be charged for the uncompleted portion only.
 - A. If construction of permitted work is not commenced within 180 calendar days. (2005 Broward County Minimum Standards 4-2.1); or,
 - B. If permitted work, once begun, is suspended for more than 90 days. (2005 Broward County Minimum Standards 4-2.2); or,
 - C. Upon completion of the permitted work (including restoration), and acceptance by the permittee, all regulatory agencies involved, and the Broward County Highway Construction & Engineering Division. (2005 Broward County Minimum Standards 4-2.3); or
 - D. Evidence of incorrect, misleading or omitted information having significant bearing on the approvability of a previously approved plan shall be cause for rescission of the Highway Construction and Engineering Division permit and suspension of work (if started), and resubmittal of the corrected plans for approval. (2005 Broward County Minimum Standards 4-1.9); or
 - E. Upon the passage of two (2) years from the date of issuance. (2005 Broward County Minimum Standards 4-2.4)
14. Permittee is solely responsible for any relocation(s) of new or existing facilities required as a result of this permitted construction. Permittee is responsible for notification/coordination with owners of previously permitted facilities located within County Jurisdiction rights of way.
15. Permittee hereby indemnifies and holds Broward County harmless for any loss arising from permittee's installation or operations under this permit.
16. This permit only applies to authorization from the Broward County Highway Construction & Engineering Division. It is possible that additional permits may be necessary. Nothing contained herein relieves the permittee from timely complying with applicable laws of other Federal, State or Local Governments.
17. It is expressly understood that this permit is for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.
18. Prior to construction of any improvements within the county jurisdiction right of way, the permittee shall notify the Sunshine State One-Call of Florida, Inc. for underground facility locations, as set forth in the "Underground Facility Damage Prevention and Safety Act" of the State of Florida, Chapter 556 Florida Statutes. (2005 Broward County Minimum Standards 3-1.6)
19. Excavated materials shall not be stockpiled in the public right of way during construction without specific approval of the Broward County Highway Construction & Engineering Division. All excess materials shall be removed from the worksite and disposed of legally by the permittee at his own expense. (2005 Broward County Minimum Standards 3-6.6.2)
20. The owner understands and agrees that portions of driveways within the public right of way that are disturbed and/or removed for permitted work will be replaced only with asphalt or plain concrete having no additives, coloring, special finishes or patterns.
21. In the event it becomes necessary, for any reason, to continue work operations beyond the normal hours of operation for the Division, the Contractor whose name appears on the face of this Permit acknowledges their commitment to pay the associated Broward County Highway Construction & Engineering Division and Traffic Engineering Division charged overtime expenses, prior to requesting a final inspection on the project. (Broward County Resolution 1999-1140)

Artistic

Holiday Designs

2021 HOLIDAY LIGHTING PEMBROKE PARK, FL 11/3/2021





Town Hall

Artistic
Holiday Designs



Hallandale Beach Blvd 1

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Holiday Designs



Hallandale Beach Blvd 2

Artistic
Holiday Designs

PRICING PER ITEM

Part #/Product	Dimensions	Quantity	Price	Purchase w Qty	3 Year Rent to Own	3 Year w Qty
<i>Townhall</i>						
201708 - Pandora Flake	H 6.56ft x W 6.88ft x D 1.64ft	3	\$1,916.20	\$5,748.60	\$702.61	\$2,107.82
PW Icicle - Icicle Lights	200 Ft	200	\$18.50	\$3,700.00	\$18.50	\$3,700.00
PW Curtain - Curtain Lights		45	\$14.50	\$652.50	\$14.50	\$652.50
Field Services	Install, Service, Takedown, Storage	1		\$8,500.00		\$8,500.00
<i>Hallandale Beach Blvd 1</i>						
203139 - Silver Sparkle Cone Tree	H 10.82ft x W 10.82ft x D 4.92ft	2	\$5,577.00	\$11,154.00	\$2,044.90	\$4,089.80
203489-R - 2D Blue Two Ornament Display	H 5.74ft x W 11.48ft	1	\$1,075.24	\$1,075.24	\$492.82	\$492.82
202720 - 3D Giftbox - Blue	H 3.28ft x W 4.43ft x D 3.28ft	1	\$1,633.50	\$1,633.50	\$598.95	\$598.95
<i>Hallandale Beach Blvd 2</i>						
203490-R - 2D Blue Three Ornament Display	H 4.26ft x W 4.26ft	1	\$858.02	\$858.02	393.26	393.26
203489-R - 2D Blue Two Ornament Display	H 5.74ft x W 11.48ft	1	\$1,075.24	\$1,075.24	\$492.82	\$492.82
201753-R - 2D/3D Enchanted Tree	H 9.8ft x W 6.5ft x D 2.62ft	1	\$2,177.86	\$2,177.86	\$1,558.33	\$1,558.33
Field Services	Install, Service, Takedown, Storage	1		\$1,250.00		\$1,250.00
<i>Median Trees</i>						
5MM50-PWT-C - Pure White Mini Lights	24 Palm Trees - 20 strands each	480		\$6,945.60		\$6,945.60
	Includes Labor - Lease only product					
Total				\$44,770.56		\$30,781.90

Thank You

Thank you for allowing Artistic Holiday Designs
the opportunity to present our ideas.

www.ArtisticHolidayDesigns.com

Mary Zaller

MaryZ@ArtisticHolidayDesigns.com

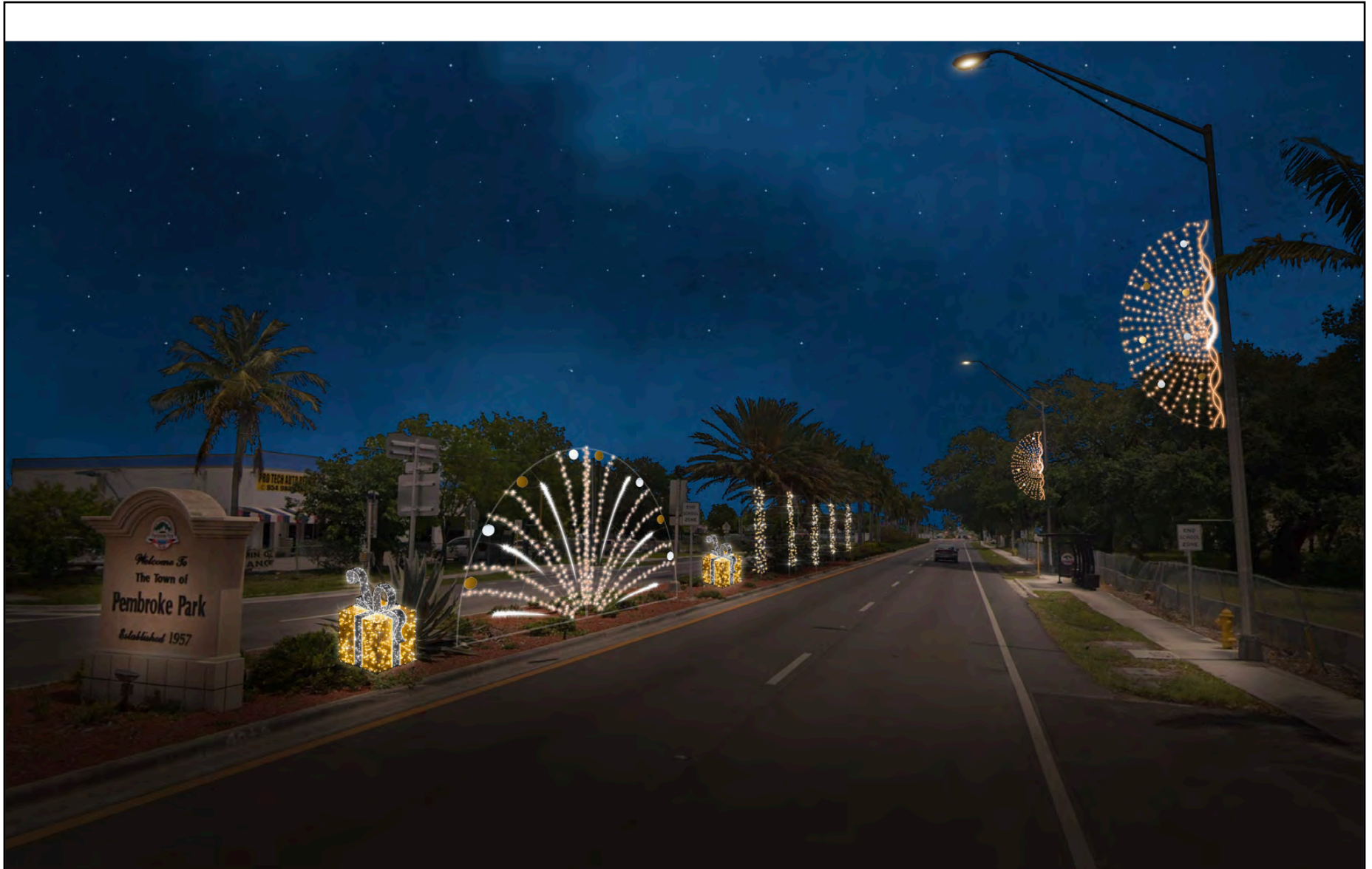


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Holiday Designs

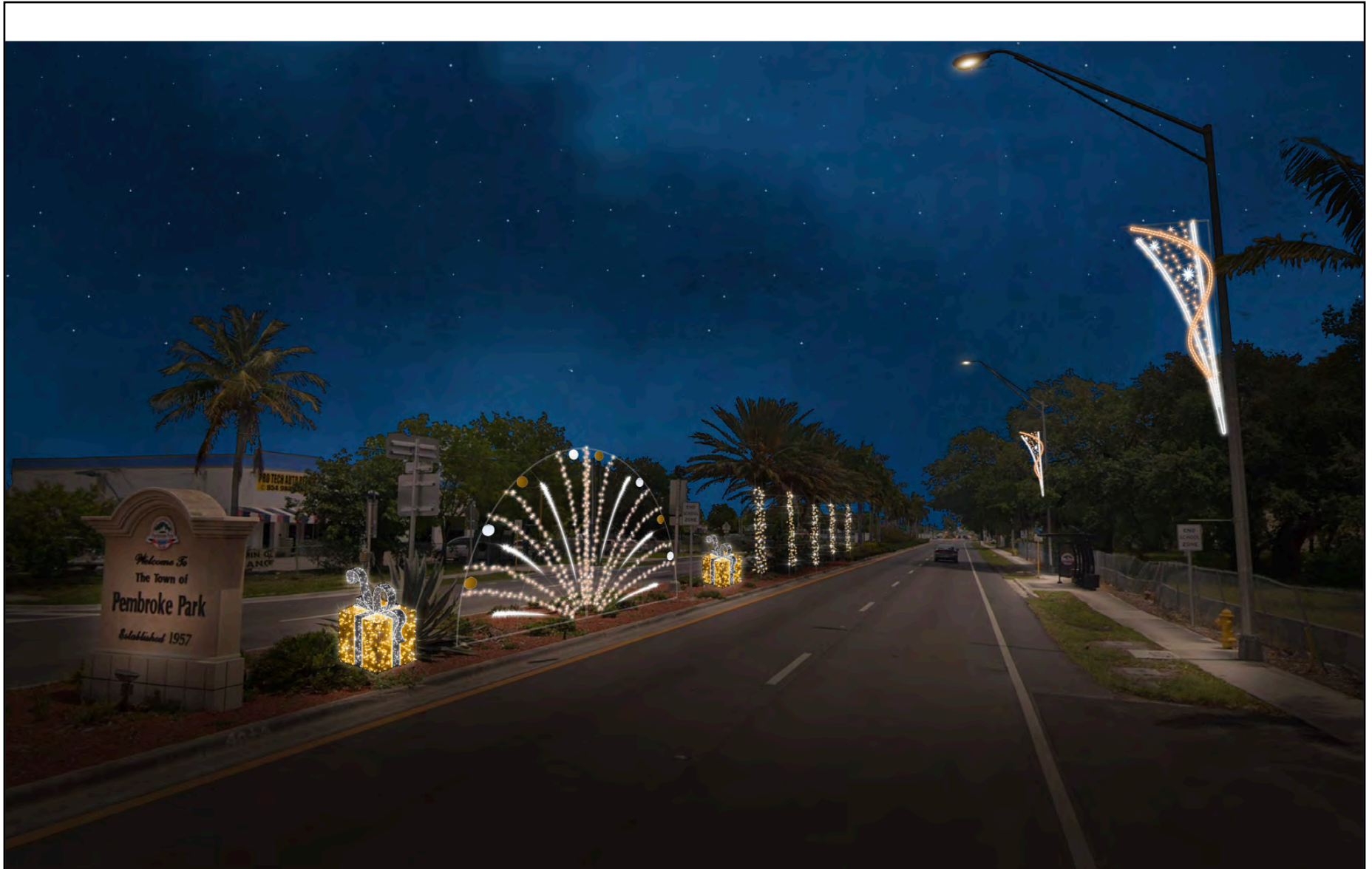
2021 HOLIDAY LIGHTING PEMBROKE PARK, FL





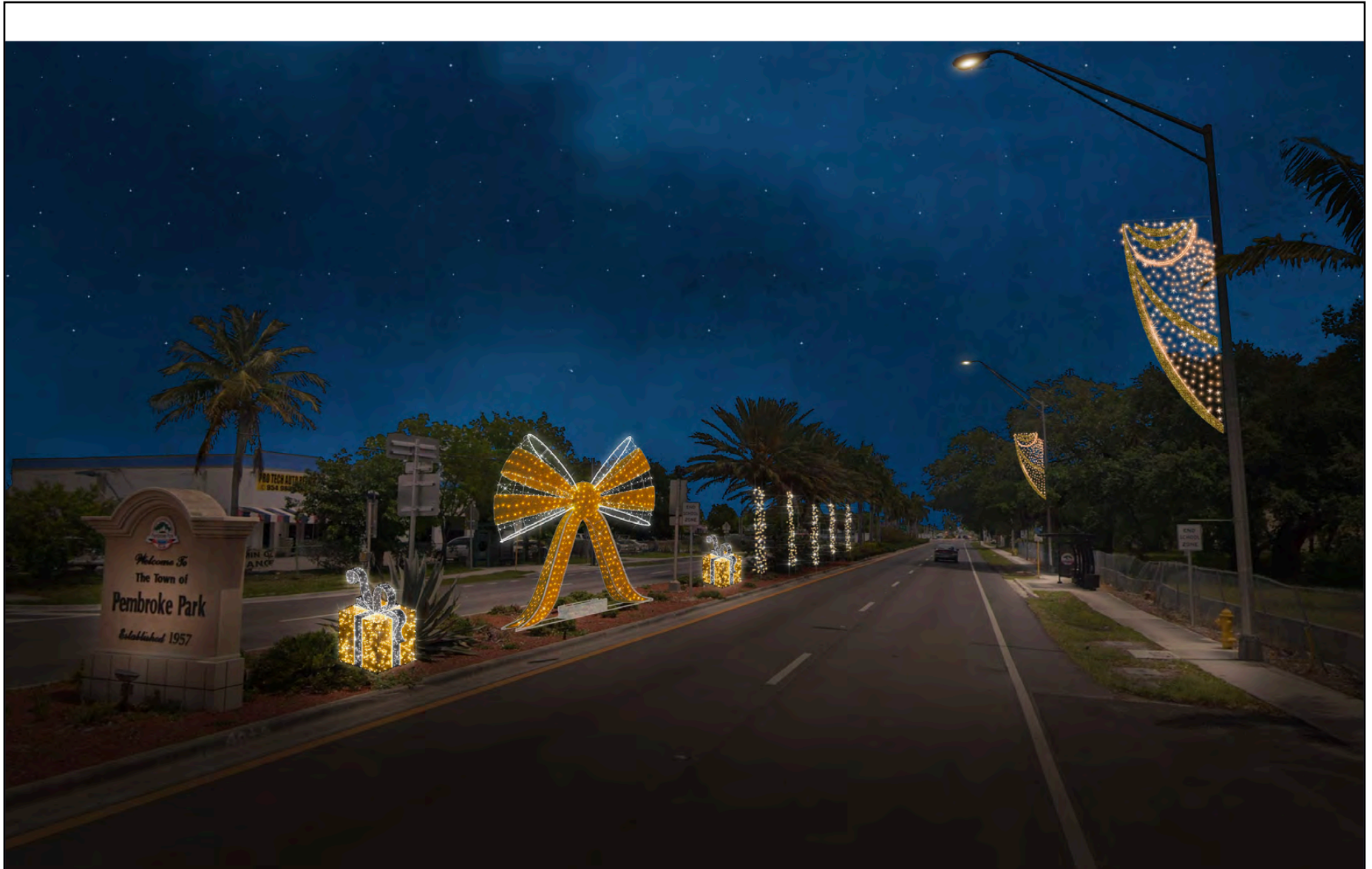
Median 1 - Option 1

Artistic
Holiday Designs



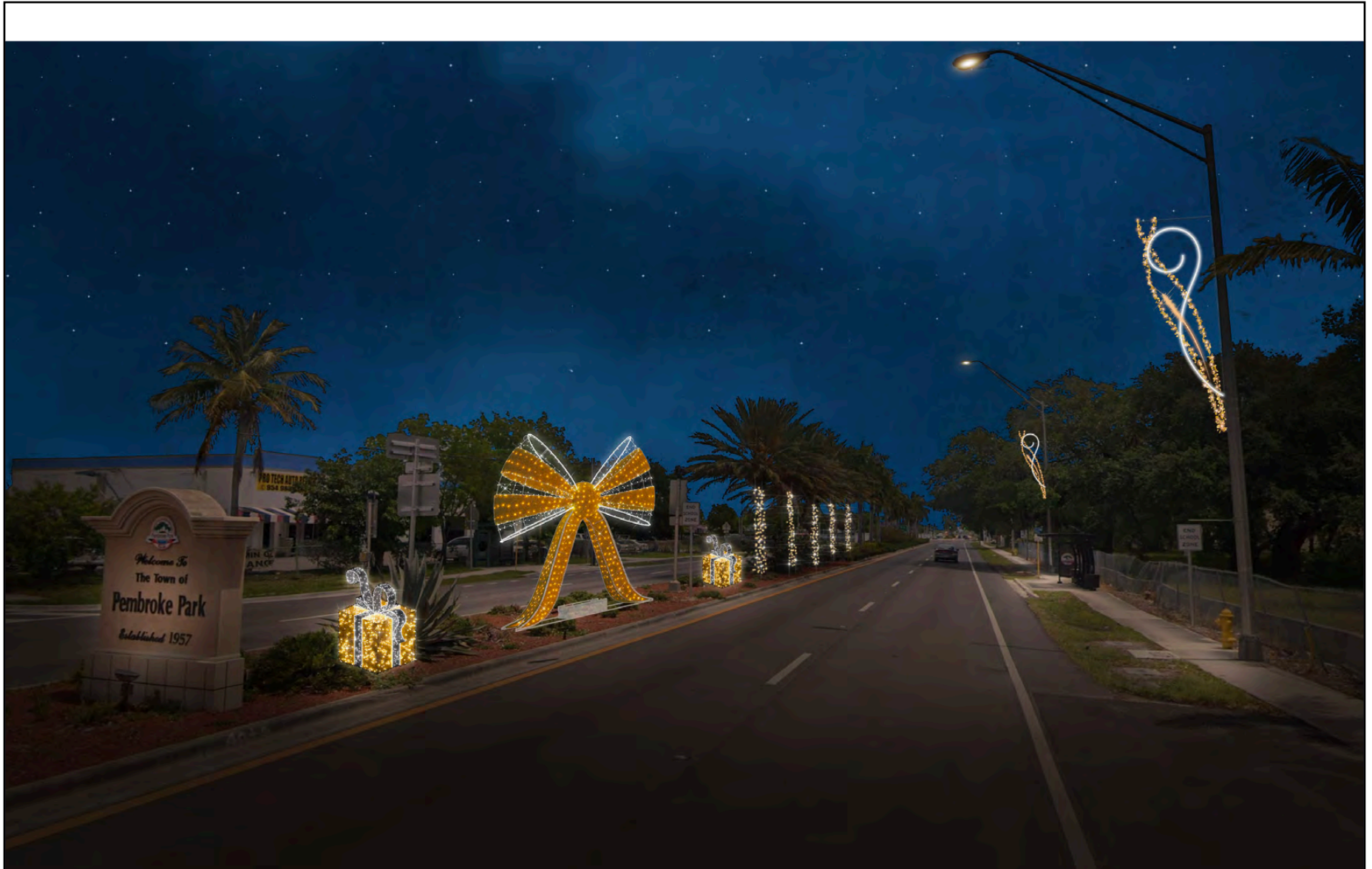
Median 1 - Option 2

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Holiday Designs



Median 1 - Option 3

Artistic
Holiday Designs



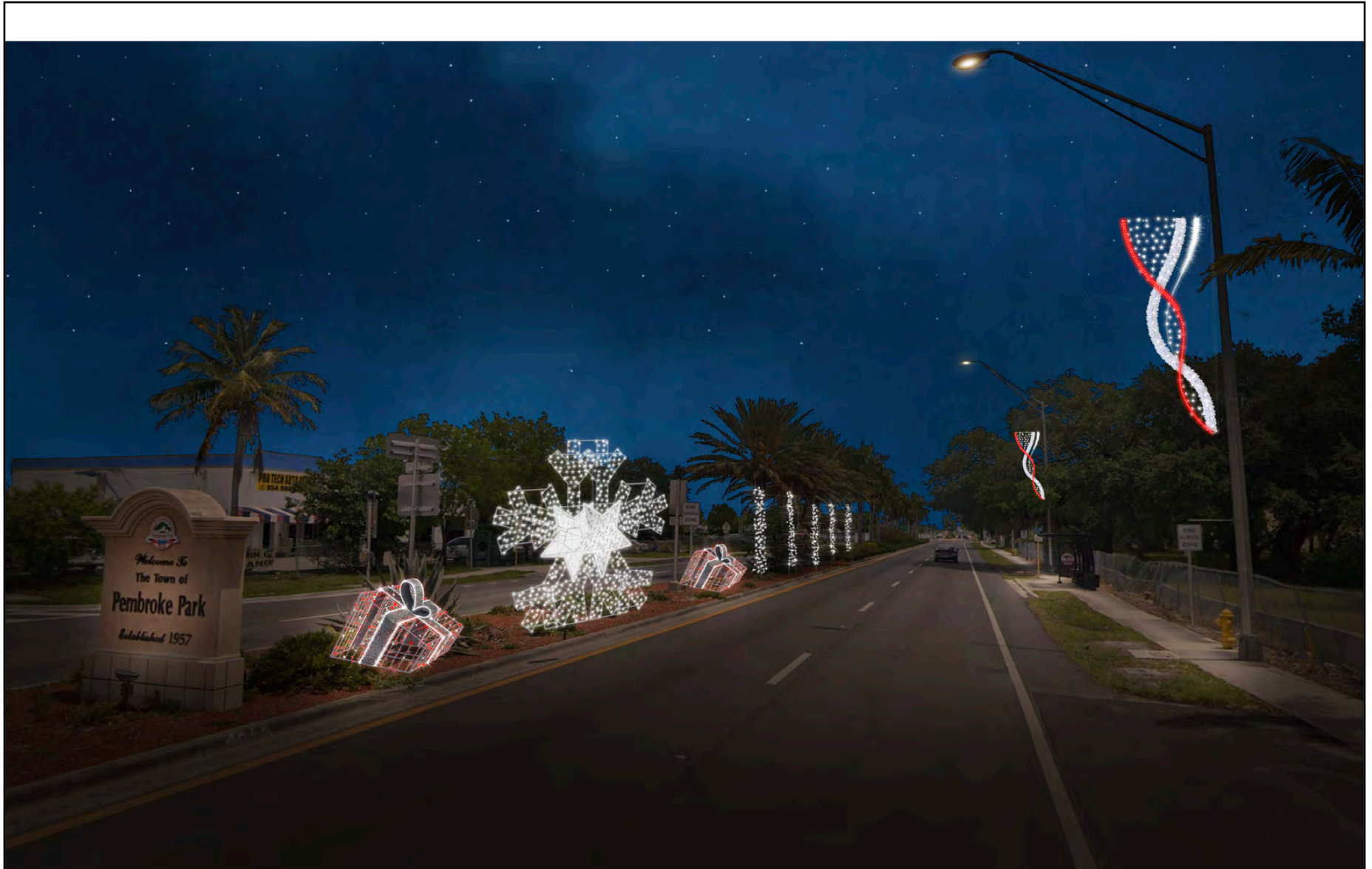
Median 1 - Option 4

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Median 1 - Option 5

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Median 1 - Option 6

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Middle Median - Option 1

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Middle Median - Option 2

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Middle Median - Option 3

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Middle Median - Option 4

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Middle Median - Option 5

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Holiday Designs



Middle Median - Option 5

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Holiday Designs



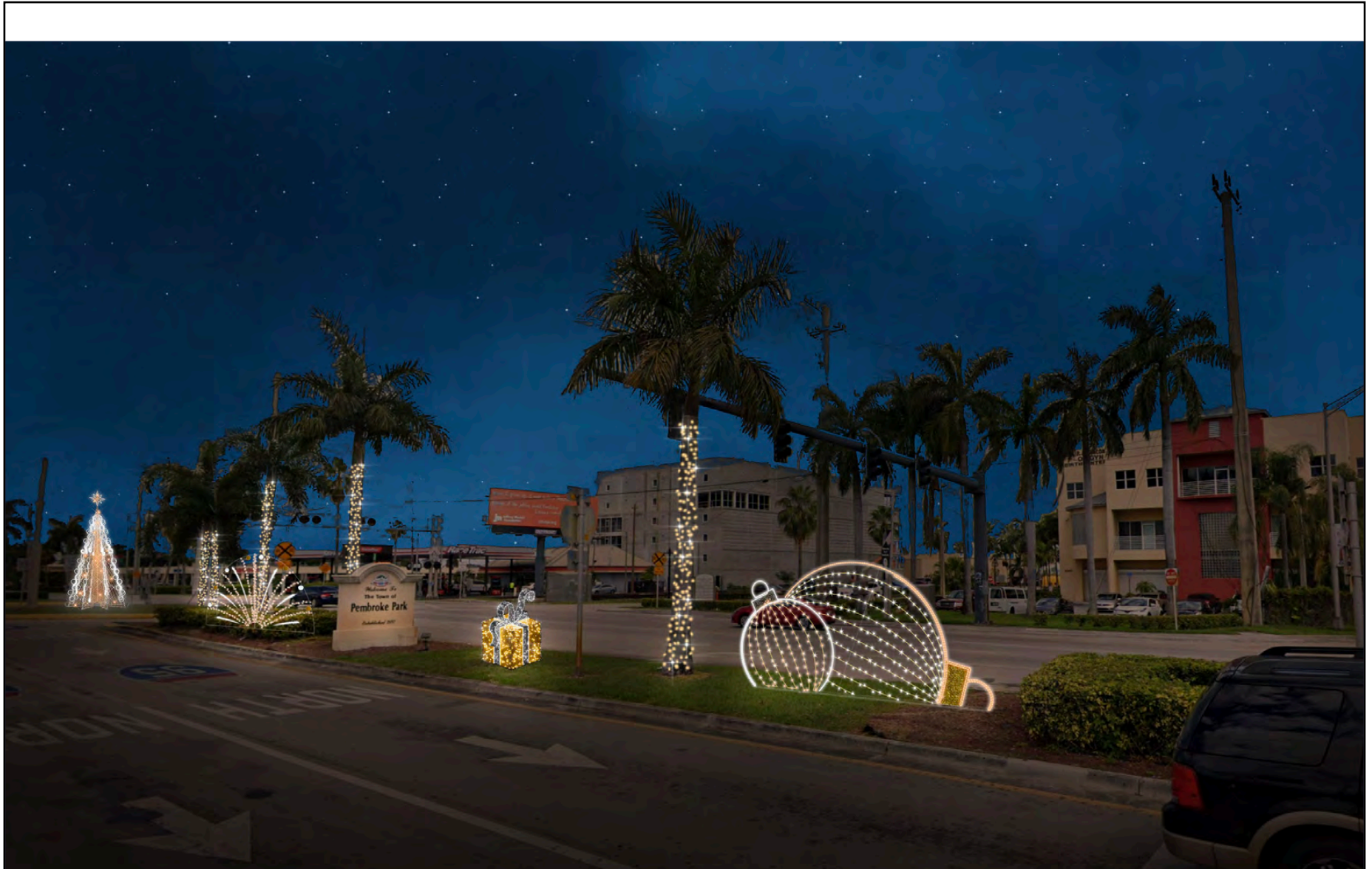
Medians 16 & 17 - Option 1

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Holiday Designs



Medians 16 & 17 - Option 2

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Holiday Designs



Medians 16 & 17 - Option 1

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Holiday Designs



Medians 16 & 17 - Option 2

Artistic
Holiday Designs

PRICING PER ITEM

Part #	Product	Dimensions	Purchase	3 Year Rent to Buy
Median 1: Option 1				
408996	3D Small Gold Giftbox - 3.94ft	H 3.94ft x W 3.28ft x D 2.3ft	\$3,597.00	\$1,318.90
203352	2DVintage Arch w/Spangles - 8.2ft	H 8.2ft x W 11.48ft	\$1,832.79	\$672.02
203357	Pole Decor	H 9.8ft x W 3.28ft	\$976.80	\$358.16
Median 1: Option 2				
408996	3D Small Gold Giftbox - 3.94ft	H 3.94ft x W 3.28ft x D 2.3ft	\$3,597.00	\$1,318.90
203352	2DVintage Arch w/Spangles - 8.2ft	H 8.2ft x W 11.48ft	\$1,832.79	\$672.02
170034	Pole Decor	H 9.8ft x W 3.28ft	\$813.96	\$298.45
Median 1: Option 3				
408996	3D Small Gold Giftbox - 3.94ft	H 3.94ft x W 3.28ft x D 2.3ft	\$3,597.00	\$1,318.90
412720	3D Bow - 9.8ft	H 9.84ft x W 9.18ft x D 2.62ft	\$7,810.00	\$2,863.67
203267	Pole Decor	H 9.8ft x W 3.28ft	\$990.00	\$363.00
Median 1: Option 4				
408996	3D Small Gold Giftbox - 3.94ft	H 3.94ft x W 3.28ft x D 2.3ft	\$3,597.00	\$1,318.90
412720	3D Bow - 9.8ft	H 9.84ft x W 9.18ft x D 2.62ft	\$7,810.00	\$2,863.67
171108	Pole Decor	H 9.8ft x W 3.28ft	\$811.80	\$297.66

PRICING PER ITEM

Part #	Product	Dimensions	Purchase	3 Year Rent to Buy
Median 1: Option 5				
202720	3D Giftbox (Blue) - 3.28ft	H 3.28ft x W 4.43ft x D 3.28ft	\$1,633.50	\$598.95
408476	2D/3D Enchanted Pure White Snowflake	H 9.84ft x W 9.84ft x D 2.62ft	\$4,372.50	\$1,603.25
202882	Pole Decor	H 9.8ft x W 3.28ft	\$990.00	\$363.00
Median 1: Option 6				
202721	3D Giftbox (Red) - 3.28ft	H 3.28ft x W 4.43ft x D 3.28ft	\$1,633.50	\$598.95
408476	2D/3D Enchanted Pure White Snowflake	H 9.84ft x W 9.84ft x D 2.62ft	\$4,372.50	\$1,603.25
202940	Pole Decor		\$792.00	\$290.40
Middle Median: Option 1				
202801	3D Medium White Ornament - 4.6ft	H 4.59ft x W 3.94ft x D 3.94ft	\$3,283.50	\$1,203.95
202804	3D Medium Green Ornament - 4.6ft	H 4.59ft x W 3.94ft x D 3.94ft	\$3,283.50	\$1,203.95
171120	Pole Decor		\$811.80	\$297.66
Middle Median: Option 2				
202801	3D Medium White Ornament - 4.6ft	H 4.59ft x W 3.94ft x D 3.94ft	\$3,283.50	\$1,203.95
202804	3D Medium Green Ornament - 4.6ft	H 4.59ft x W 3.94ft x D 3.94ft	\$3,283.50	\$1,203.95
sp6911	Pole Decor		TBD	

PRICING PER ITEM

Part #	Product	Dimensions	Purchase	3 Year Rent to Buy
Middle Median: Option 3				
sp9615	Ornament (Red)		\$5,301.00	\$1,943.70
sp9623	Ornament (Gold)		\$5,301.00	\$1,943.70
sp9621	Ornament (Green)		\$5,301.00	\$1,943.70
202150 Red	Pole Decor	H 9.8ft x W 3.28ft	\$861.84	\$316.01
Middle Median: Option 4				
sp9615	Ornament (Red)		\$5,301.00	\$1,943.70
sp9623	Ornament (Gold)		\$5,301.00	\$1,943.70
sp9621	Ornament (Green)		\$5,301.00	\$1,943.70
202537	Pole Decor	H 9.8ft x W 3.28ft	TBD	
Middle Median: Option 5				
409230	Radiant Star - 6.5ft	H 6.56ft x W 6.88ft x D 1.64ft	\$5,247.00	\$1,923.90
409232	Radiant Giftbox - 6.5ft	H 6.56ft x W 4.72ft x D 1.64ft	\$5,519.25	\$2,023.73
171108	Pole Decor		\$811.80	\$297.66
Middle Median: Option 6				
408942	Majestic Star	H 5.9ft x W 7.87ft x D 0.98ft	\$3,795.00	\$1,391.50
203146	Majestic Giftbox - 6.5ft	H 6.56ft x 5.9ft x D 0.98ft	\$3,795.00	\$1,391.50
170051	Pole Decor	H 9.8ft x W 3.28ft	\$786.60	\$288.42

PRICING PER ITEM

Part #	Product	Dimensions	Purchase	3 Year Rent to Buy
Medians 16 & 17 - Option 1				
203165	Perle Tree in Gold - 8 panels - 19.68ft	H 22.96ft x W 11.97ft x D 11.97ft	\$12,441.00	\$4,561.70
203352	2DVintage Arch w/Spangles - 8.2ft	H 8.2ft x W 11.48ft	\$1,832.79	\$672.02
Medians 16 & 17 - Option 2				
201843	Tadd Tree - 19.6ft	H 19.68ft x W 9.84ft x D 9.84ft	\$9,995.70	\$3,665.09
201755	2D/3D Enchanted Pure White Ornament	H 9.84ft x W 7.54ft x D 2.62ft	\$3,927.00	\$1,439.90
Medians 16 & 17 - Option 1				
203165	Perle Tree in Gold - 8 panels - 19.68ft	H 22.96ft x W 11.97ft x D 11.97ft	\$12,441.00	\$4,561.70
203352	2DVintage Arch w/Spangles - 8.2ft	H 8.2ft x W 11.48ft	\$1,832.79	\$672.02
408996	3D Small Gold Giftbox - 3.94ft	H 3.94ft x W 3.28ft x D 2.3ft	\$3,597.00	\$1,318.90
203323	2D Gold Two Ornament Display - 5.74ft	H 5.74ft x W 11.48ft	\$1,344.05	\$492.82
Medians 16 & 17 - Option 2				
201843	Tadd Tree - 19.6ft	H 19.68ft x W 9.84ft x D 9.84ft	\$9,995.70	\$3,665.09
201755	2D/3D Enchanted Pure White Ornament	H 9.84ft x W 7.54ft x D 2.62ft	\$3,927.00	\$1,439.90
202723	3D Giftbox (Pure) - 3.28ft	H 3.28ft x W 4.43ft x D 3.28ft	\$1,633.50	\$598.95
203398	2D Snowy Mountain Display - 6.56ft	H 6.56ft x W 11.48ft	\$1,076.90	\$394.86

*Wrapped tree lights will be priced out additionally.

Thank You

Thank you for allowing Artistic Holiday Designs
the opportunity to present our ideas.

www.ArtisticHolidayDesigns.com

Mary Zaller

MaryZ@ArtisticHolidayDesigns.com



RESOLUTION NO. 2022-014

A RESOLUTION OF THE TOWN COMMISSION OF PEMBROKE PARK, FLORIDA, SELECTING IMPERIAL ELECTRICAL, INC. FOR THE 47TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PRESERVE SAFETY IMPROVEMENTS PROJECT FOR RAYMOND P. OGLESBY PRESERVE; AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH IMPERIAL ELECTRICAL, INC. FOR SAID PROJECT; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has been awarded funding from Broward County as Local Administrator for Community Development Block Grant Program to assist in the payment for the purchase and installation of equipment for the Raymond P. Oglesby Preserve Safety Improvements Project pursuant to the 47th Year Community Development Block Grant Program; and

WHEREAS, the Town solicited proposals from qualified contractors to provide equipment and installation for Safety Improvements Project at Raymond P. Oglesby Preserve; and

WHEREAS, the Town staff has evaluated the proposals received by Town, and recommends retaining Imperial Electrical, Inc. to complete the project; and

WHEREAS, it is necessary for the parties to enter into a written agreement setting forth the terms and conditions for the provision of labor and materials required for the installation of the Safety Improvements project.

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

Section 1: That the Town Commission selects Imperial Electrical, Inc. to provide the labor and materials for installation of the Safety Improvements Project at Raymond P. Oglesby

TOWN OF PEMBROKE PARK
RESOLUTION NO. 2022-014

Preserve pursuant to the 47th Year Community Development Block Grant Program in an amount not to exceed \$99,960.00.

Section 2: That upon approval of the agreement for the project by Town staff, the Town is authorized to make and enter into the agreement with Section 2: That upon approval of the agreement for the project by Town staff, the Town is authorized to make and enter into the agreement with Imperial Electrical, Inc.

Section 3: That the Mayor is authorized and directed to execute and deliver said Agreement for and on behalf of the Town.

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

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

PASSED AND ADOPTED this 14th day of September, 2022.

ATTEST

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

TOWN OF PEMBROKE PARK
RESOLUTION NO. 2022-014

MELISSA P. ANDERSON

Town Attorney

AGENDA ITEM REPORT



To: Town Commission
Subject: Electrical Continuing Service Contract
Meeting: 08 24 2022 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Aug 24 2022
Department: Public Works
Staff Contact: Myriam Jacques, Deputy Public Services Director

BACKGROUND INFORMATION:

The Town has a 3-Year continuing service contract with Imperial Electrical with three (3) 1-Year options to renew. This would be the first.

RECOMMENDATION:

Commission approval

ATTACHMENTS:

[Resolution 19-06-04](#)SIGNED

RESOLUTION NO. 19-06-04

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, SELECTING IMPERIAL ELECTRICAL, INC. TO PROVIDE MISCELLANEOUS ELECTRICAL SERVICES; AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH IMPERIAL ELECTRICAL, INC.; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has solicited proposals for a qualified, licensed, electrical contractor to provide miscellaneous electrical services for the Town; and

WHEREAS, the Town published an Invitation to Bid in the South Florida Sun-Sentinel, Demandstar, and at Town Hall; and

WHEREAS, the evaluation committee reviewed the proposals which the Town received, and has recommended that the Town select Imperial Electrical, Inc. to provide the miscellaneous electrical services for the Town described in Invitation to Bid 19-01.

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

Section 1: That the above recitals are true and correct and are incorporated in this Resolution by reference herein.

Section 2: That the Town Commission hereby selects Imperial Electrical, Inc., to provide miscellaneous electrical services to Town described in Invitation to Bid 19-01.

Section 3: That the Town is authorized to make and enter into an agreement with Imperial Electrical, Inc. for miscellaneous electrical services at the rates stated in their response to the Invitation to Bid.

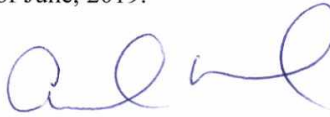
Town of Pembroke Park
Resolution No. 19-06-04

Section 4: That upon approval of the agreement by Town staff, the Mayor is authorized and directed to execute and deliver the agreement between Town and Imperial Electrical, Inc. for miscellaneous electrical services.

Section 5: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

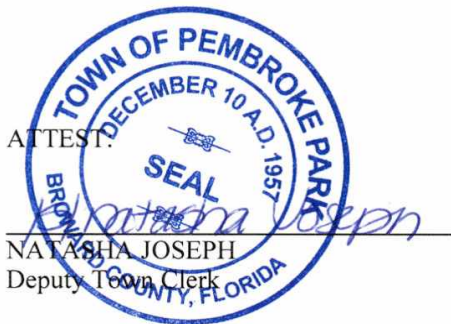
Section 6: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 12th day of June, 2019.



ASHIRA A. MOHAMMED
Mayor-Commissioner

ATTEST:



NATASHA JOSEPH
Deputy Town Clerk

AGENDA ITEM REPORT



To:

Subject: BSO Interim Police Services Contract

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

The Police Services contract with BSO expires at the end of the fiscal year, which is Sept. 31. The Town's own Police Department will not launch until February 1 of 2023. Florida law requires that the Town provide police services within its own boundaries. For instance, Section 316.640(3) of the Florida Statutes requires that the Town, through whatever means (by contract with the Sheriff or through its own municipal force) provide at least traffic related law enforcement within its boundaries. No such law enforcement services will be provided by the Town between the time the BSO contract expires at the end of September and the launch of the Town's own police force in February.

The term of the contract as proposed by BSO would be for one year and the termination provision would be 180 days.

POLICY IMPLICATIONS:

Public Safety

RECOMMENDATION:

Staff Recommends Approval

ATTACHMENTS:

[BSO POLICE EXHIBIT A MPA 08162022](#)

[BSO POLICE Pembroke Park Exhibit B mpa 08162022](#)

[bso interim contract 08162022](#)

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the TOWN and BSO:

TOWN:	Town of Pembroke Park, FL
EFFECTIVE DATE:	September 1, 2022
TERM:	Sept. 1, 2022 – August 31, 2023. The Town may terminate the Agreement with 180 days notice.
STAFFING STRUCTURE:	District Complement 1 District Police Captain 1 Deputy Sheriff Lieutenant 6 Deputy Sheriff Sergeants 35 Deputy Sheriffs 2 Community Service Aides 1 Investigative Aide 1 Administrative Support Specialist 47 TOTAL PERSONNEL
CONSIDERATION:	
Annual Consideration Based on the 60/40 split with West Park	\$ 3,494,603
POLICE SERVICES CENTER ADDRESS:	5690 Pembroke Road, West Park, FL
CODE ENFORCEMENT:	NO
FUEL SITE:	NO

NOTICE CITY ADDRESS:	Town Manager JC Jimenez Town of Pembroke Park 3150 SW 52nd Avenue Pembroke Park, Florida 33023

DRAFT

EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

1. DEFINITIONS

The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- a. Agreement. "Agreement" shall mean this Agreement for Police Services between the TOWN and BSO, including all exhibits.
- b. Applicable Laws. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- c. BSO. "BSO" shall mean the Sheriff of Broward County, Florida.
- d. TOWN. "TOWN" shall mean the Town that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. Town Boundaries. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN, as shown in the Special Terms and Conditions of this Agreement.
- f. Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN, or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. District. "District" shall mean (a) the Town Boundaries, the City of West Park, or (b) the Annexed TOWN Boundaries on the date the TOWN's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.
- i. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the District. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between TOWN and BSO.

- j. District Employees. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.
- k. Effective Date. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. Lien. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- n. Patrol Zone shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the Town Manager, in which Patrol Deputy Sheriffs are assigned.
- o. Police Services Center. "Police Services Center" shall mean the premises utilized by the TOWN or the City of West Park in which the BSO command staff assigned to the District maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement.
- p. Police Services. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.
- q. Term. "Term" shall mean the length of this Agreement and any extensions thereto.
- r. Uniformed Deputy. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. **STAFFING**

- a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure shall not be modified except through a written amendment to this Agreement executed by both the TOWN and BSO with the same formalities as set forth herein.

BSO and the TOWN shall work cooperatively to establish the proper balance of experience levels for those BSO employees assigned to the District.

- b. **Deletions and Additions.** The TOWN and CITY shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's

employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The TOWN and CITY may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

c. **Shift Length.** In the event there is a modification in the length of the hours of shifts, the modification will not occur until the next scheduled shift pick at least sixty (60) calendar days from the date that the Sheriff provides notice to the Town Manager.

d. **Deployment.** BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the TOWN. The cost of such deployment is included in the yearly consideration.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the TOWN pursuant to the terms and conditions of this Agreement. The District Chief shall keep the Town Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the Town Manager.

BSO's Personnel assigned to the District shall only be utilized for appropriate police services within the District, except as otherwise authorized in applicable automatic and mutual aid agreements. BSO shall not use District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement.

e. **Minimum Staffing.** BSO shall provide to the TOWN a minimum number of deputy sheriffs to patrol the District per day/shift. The minimum number of deputies shall be set forth in the Special Terms and Conditions of this Agreement.

f. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Employees consistent with BSO agency standards. BSO is committed to providing the TOWN with highly skilled law enforcement personnel to provide police services to the TOWN.

g. **Employment Responsibilities.** All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, (except if previously a member of Town's pension system) insurance benefits, civil service benefits, compensation and/or any status or right. The TOWN and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the TOWN to BSO in accordance with this Agreement.

h. **Staffing Review and Modifications.** As part of the TOWN's annual budgetary process, BSO shall evaluate the Staffing requirements for the TOWN to determine if the current staffing level and composition adequately meets the TOWN's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the TOWN Manager for review. If both parties agree to the

recommended staffing changes, this Agreement shall be modified through an amendment executed by both the TOWN and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

In addition to the annual review, the District Chief shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the Town Manager, the District Chief and Town Manager shall meet and discuss the need for such adjustment. If the Town Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment shall be prepared and presented to the Sheriff and Town Commission for approval and signature.

In the event the TOWN and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the TOWN or BSO may exercise its rights as set forth herein or by law.

i. **Transfers – BSO’s Rights.** BSO shall have the right to transfer any Employee out of the District. The Town Manager shall be kept informed of all transfers within five (5) calendar days.

Notwithstanding the above provisions, the transfer of the District Chief shall be governed by specific provisions related to the District Chief as set forth herein.

j. **Transfers – TOWN Right.** Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the Town Manager shall have the right to request the transfer of BSO personnel out of the TOWN, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee’s rank and the reason for the request (the “Transfer Request”). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request. An employee transferred out of the District at the request of the TOWN shall not be reassigned to the TOWN without TOWN approval.

k. **Transfers – Layoffs.** Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement in the event of layoffs at the Broward Sheriff’s Office.

l. **Replacements.** Any Personnel transferred or reassigned out of the TOWN shall be replaced as soon as practicable.

m. **Staffing Continuity.** The TOWN and BSO recognize the importance of combining the efforts and resources of BSO and the TOWN in order to have a positive impact on reducing

neighborhood crime, helping to reduce any community fears regarding crime and thus enhancing the quality of life throughout the TOWN. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.

n. **Education.** The parties acknowledge the importance of the District Employees' knowledge of the general make-up of the TOWN and its geographic areas, its industrial, business, and residential composition, its TOWN Code of Ordinances, and its crime problems. BSO shall offer appropriate continuing education to assure that all District Employees are acquainted with the District's general make-up, geographic areas, industrial, business, TOWN's Code of Ordinances and residential composition and its crime trends. Upon enactment, the TOWN shall forward to the District Chief a copy of new ordinances for training and enforcement purposes.

3. **ASSIGNMENT OF POLICE POWERS**

The TOWN does hereby vest in each sworn Deputy Sheriff of BSO the police powers of the TOWN which are necessary to implement and carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies. Each sworn Deputy Sheriff of BSO so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the TOWN while performing such law enforcement services. Accordingly, such sworn Deputy Sheriffs of BSO are hereby vested with the power to enforce the ordinances of the TOWN, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect thereto.

4. **GOALS AND OBJECTIVES**

As requested by the Town's Manager, the District Chief shall meet with the Town Manager to discuss law enforcement activities within the TOWN. At such meeting, the District Chief shall present the Town Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;
- c. Number and types of arrests;
- d. Traffic crashes;
- e. Traffic citations;
- f. Staffing levels, Vacancies and Transfers;
- g. Community Policing Initiatives;
- h. Response time reports, citizen complaints and their status/disposition;
- i. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The Town

- Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report; and
- j. Any additional information requested by the Town Manager.

5. **REPORTS**

BSO shall provide reports upon request to the Town Manager that include the following information:

- Monthly Crime Report (FIBINS/NIBINS categories) and year-to-date comparison;
- Monthly calls for service based on Deputies responding (percentage);
- Monthly encumbered times for zone Deputies by day of week; and
- Monthly crime prevention activities (past month and planned current month).

At any time during the term of this Agreement, the Town Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).

BSO shall provide the TOWN with detailed reports indicating budget amounts, year to date expenditures, variances, etc., upon request to the District Chief. BSO shall develop and maintain a strategic plan for law enforcement services provided to the TOWN.

6. **CONSIDERATION**

- a. For the period from the Effective Date through September 30, 2023, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month. Should County requirements for payments remitted by SHERIFF change to the 15th of the month then such change shall apply to the TOWN as well.
- b. The budget will have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.), an estimated average cost per staffing category and any overhead costs that are being considered. The TOWN and BSO will negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue.
- c. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the TOWN on May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions on the payroll period in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the prevailing budgeted cost of the BSO's Employees within the same job classification.

- f. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- l. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

7. **VEHICLE MARKINGS**

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, "Pembroke Park/ West Park" in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

8. **FACILITIES**

BSO shall use the Police Services Center as its District Headquarters.

9. **DISTRICT CHIEF**

BSO shall provide, pursuant to this Agreement, a District Chief. The District Chief shall be assigned full-time to the District and shall provide direct supervision of activities at the District's Police Services Center and District Employees provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the TOWN. BSO's District Chief shall also function as a member of the TOWN's staff with regard to law enforcement issues and report to the Town Manager in that capacity. The District Chief shall be responsible for all law enforcement related emergency management duties on behalf of the District, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the District, as described herein. The TOWN and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the District Chief.

The District currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the discretion of the Town Manager and West Park City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the District. BSO shall provide the District with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief

or within 15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within ten (10) days after the TOWN's receipt of such notice, representatives from both BSO and the TOWN and West Park shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the TOWN Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the Town Manager and City Manager have selected an individual to serve as the District Chief. The Managers shall have the opportunity to interview each of the candidates. The District Chief position shall be subject to the provisions of this Agreement. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.

In the event the TOWN becomes dissatisfied with the performance of the District Chief, the TOWN shall provide notification to BSO. Thereafter, representatives of BSO and the TOWN shall meet to discuss possible remedies of the problems experienced by the TOWN. BSO agrees to act in good faith in resolving any problems experienced by the TOWN. The Town Manager and City Manager may remove the District Chief at any time, without cause.

BSO, in its sole discretion, shall have the right to remove the District Chief from the District at any time for any of the following reasons:

- a. The District Chief is being promoted in rank;
- b. The District Chief is being demoted;
- c. The District Chief is being disciplined;
- d. The District Chief is retiring;
- e. The District Chief submits a request to transfer out of the TOWN;
- f. The District Chief is under investigation by BSO or any other federal, state or local law enforcement agency;
- g. The District Chief's failure to meet documented BSO performance standards and requirements; or
- h. Prior to the removal of the District Chief, the Sheriff meets with the Town Manager and notifies the Town Manager that the SHERIFF has lost confidence in the District Chief.

The removal of the District Chief from the TOWN for any reason not specified above shall require the prior approval of the Town Manager.

10. **FINES, FORFEITURES, REVENUES: PAYMENT**

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the TOWN pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of value that the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.

b. The TOWN and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the TOWN's right to the disposition of fines and forfeitures to which the TOWN would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the TOWN would otherwise be entitled, except as limited herein.

c. Asset Forfeiture Proceedings. Sheriff shall be responsible for determining whether asset forfeiture proceedings for property seized within the TOWN through the active participation of Sheriff employees shall be initiated. Any asset forfeiture actions filed under Chapter 932, Florida Statutes, or pursuant to federal law, for property seized within the TOWN through active participation of Sheriff employees, shall be initiated and managed by Sheriff. Sheriff shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the District and Sheriff.

Fees for Asset Forfeiture Proceedings. Sheriff's costs for forfeiture proceedings under state law shall be recovered from awarded funds as provided under the Florida Contraband Forfeiture Act. There are no fees under federal law.

Funds – Federal Seizure. Asset forfeitures seized utilizing federal law will be managed pursuant to federal regulations. Awarded federal forfeiture funds shall be equitably distributed by the applicable task force memorandum of understanding, if any, and any funds allocated for TOWN shall be deposited into the Sheriff's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Federal Fund"). The funds in the Federal Fund are held by Sheriff pursuant to federal law for the benefit of operations at the TOWN.

Funds – State Seizure. Any funds seized within the TOWN through active participation of Sheriff's employees pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to Sheriff, shall be deposited into Town's Law Enforcement Trust Fund, less any costs as provided in the Florida Contraband Forfeiture Act.

Use of Funds. During the Term of this Agreement, the Town Manager may earmark funds held by Sheriff in the Federal Fund or funds held by TOWN for Sheriff's use within the TOWN as follows:

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN for the use of such Funds within the boundaries of the TOWN, if such application is in compliance with Florida Statutes or federal law, as applicable.

The District Chief shall first submit the request to Sheriff's legal counsel for a determination as to whether the request complies with applicable law. If Sheriff's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with applicable law, to the Town Manager.

Upon appropriation, such funds shall be made available to Sheriff for its designated use within the confines of the DISTRICT. County shall transfer ownership of any personal property purchased with the Funds to Sheriff for exclusive use within the TOWN.

Personal Property (Other Than Currency). The decision to dispose of or use personal property seized within the TOWN through active participation of Sheriff employees and subsequently forfeited solely to Town under Chapter 932, Florida Statutes, other than currency that is addressed in Section 13.4 through Section 13.6, shall be in the sole discretion of Town.

If Town decides to use personal property forfeited to Town under Chapter 932, Florida Statutes, other than currency, Town shall reimburse Sheriff for any costs, such as filing fees and/or storage fees, incurred in the seizure and forfeiture of such property.

Upon concurrence of the District Chief, with approval of the Sheriff chain of command, Sheriff may apply to TOWN to use of such personal property either within or outside the DISTRICT, and if approved by the Town Manager.

If this Agreement is terminated, any personal property seized pursuant to this article and used by Sheriff (within or outside the TOWN) shall be returned to TOWN.

If TOWN decides to dispose of personal property forfeited to TOWN under Chapter 932, Florida Statutes, other than currency, the proceeds of the sale of such property shall be deposited in the TOWN Fund. Proceeds from the sale of property deposited pursuant to this section may be designated for Sheriff's use within the confines of the TOWN, in the same manner as provided above.

Real Property. Sheriff agrees to notify TOWN of its intent to initiate forfeiture proceedings involving real property seized solely by Sheriff prior to the filing of a complaint for forfeiture. Within five (5) business days after such notice, TOWN will notify Sheriff of any objections TOWN has related to the impending forfeiture proceeding. If the Parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by TOWN. The Parties agree that the decision to use or dispose of real property seized within the TOWN, through active participation of Sheriff's employees, and subsequently forfeited solely to Sheriff pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of TOWN.

If TOWN decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the Town Fund, less any loans, mortgages, liens, costs (such as filing fees, maintenance, and insurance fees) or any other encumbrance on the property incurred by Sheriff in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the Town Fund may be designated for Sheriff's use within the confines of the TOWN, in the same manner as provided above.

If TOWN decides to use such real property, TOWN shall reimburse Sheriff for any loans, mortgages, liens, costs (as described below), or any other encumbrance on the property incurred by Sheriff in the seizure and forfeiture of such property.

Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the TOWN, through active participation of Sheriff employees and subsequently forfeited shall be paid by TOWN or reimbursed to Sheriff, in the following priority:

Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings; and then

Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e., court costs, publication costs) and sale of such property

d. Grant funds and miscellaneous revenues. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN shall make these funds available to the BSO to carryout the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.

11. **FUEL FACILITY**

NOT APPLICABLE

12. **TOWING**

It is recognized that the TOWN may enter into a towing agreement with a local vendor. From time to time, BSO, through its agents or employees, investigates traffic cases and/or fatalities which require stringent custodial procedures where criminal evidence is involved. If the TOWN enters into a towing agreement with a local vendor, BSO shall honor the TOWN's agreement for tows occurring within the municipal boundaries of the TOWN; provided however, that the vendor meets all of BSO's specifications with regards to maintaining criminal evidence in the above described cases; BSO vehicles assigned to the TOWN or in need of towing within the TOWN are towed by the vendor at no cost to BSO; vendor provides towing and storage services for property with evidentiary/investigative holds at no cost to BSO and the owner; and the vendor lists BSO as an additional insured on insurance policies meeting the specifications of BSO's Risk Administrator. BSO reserves the right to use another vendor to tow if the TOWN's vendor fails to comply with the BSO specifications, refuses to tow BSO vehicles as described above at no cost, or fails to list BSO as an additional insured. Further, BSO also reserves the right to continue to use towing services other than those of the TOWN's vendor with regards to all confiscations/forfeiture cases occurring within the TOWN

13. **INSURANCE**

BSO shall maintain in addition to those policies of insurance required and contemplated elsewhere in this Agreement, general liability, automobile liability, public officials liability, worker's compensation and law enforcement liability insurance policies in the amounts set forth below:

General Liability/Public Officials/Law Enforcement Liability
\$1,000,000 occurrence /\$2,000,000 aggregate

Automobile Liability
\$1,000,000 occurrence/\$2,000,000 aggregate

Worker's Compensation: Statutory.

BSO shall maintain these insurance policies throughout the Term. BSO shall name the TOWN as an additional insured under the General Liability policy. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self-insurance program and/or excess policies.

The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Property coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities utilized by the BSO under this Agreement. In the event that BSO shall take and bring additional equipment or other property to the facility, BSO does so at its own cost and expense.

14. **DEFAULT**

- a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):
 1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;
 2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;

3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;
 4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
1. Terminate this Agreement;
 2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;
 3. Cure such Default and recover the costs thereof from the Defaulting Party;
 4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

15. **TERMINATION**

This Agreement shall terminate on August 31, 2023. The Town or BSO may terminate this Agreement sooner without penalty and for convenience with 180 days notice to the other Party.

16. **INDEMNIFICATION**

16.1 The TOWN and the BSO shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

16.2 To the extent permitted by law, the TOWN shall indemnify, defend, and hold the BSO, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the TOWN, its employees, agents, or servants. For purposes of this provision, the TOWN's employees shall not be deemed agents or servants of the BSO and the BSO's employees shall not be deemed agents or servants of the TOWN. The TOWN shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

16.3 To the extent permitted by law, the BSO shall indemnify, defend, and hold the TOWN, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the BSO, its employees, agents, servants. For purposes of this provision, the TOWN's employees shall not be deemed agents or servants of the BSO and the BSO's employees shall not be deemed agents or servants of the TOWN. The BSO shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

16.4 The parties hereby acknowledge that the consideration and services provided hereunder by each party, one to the other, shall serve as consideration for the indemnification provided under this Agreement. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

17. DISPUTE RESOLUTION PROCESS

17.1 If the parties have any disagreement, dispute, breach or claim of breach, nonperformance, or repudiation arising from, related to or in connection with this Agreement, including but not limited to either party's failure or alleged failure to comply with any of the provisions of this Agreement (the Dispute), the parties will follow the dispute resolution procedures set forth in this Section 17, it being agreed that for purposes of this section, any reference to a particular representative of a party will also be deemed to include such particular representative's duly authorized successor or designee and such other persons as appropriate.

17.2 A party will provide a written notice to the other party of a Dispute. Within five (5) business days of the giving of such notice of a Dispute, the District Chief or designated Captain and the Town Manager will conduct a meeting to attempt to resolve the matter.

17.3. If the District Chief or designated Captain and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.2. above, then within five (5) business days after such meeting, the BSO's Colonel or designee and the Town Manager will meet and attempt to resolve the matter.

17.4 If the BSO's Colonel or designee and the Town Manager are unable to reach resolution at the meeting prescribed in subsection 17.3. above, then within five (5) business days after such meeting or as otherwise agreed, the Sheriff and the Town Manager will meet and attempt to resolve all pending matters of a Dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the Town Commission and the Sheriff.

17.5 Each party will bear its own expenses and attorneys fees (if any) in connection with the dispute resolution procedure provided above.

17.6. If the parties are unable to resolve the Dispute after following the procedures set forth in this Section 17, then, subject to the limitations otherwise provided for in this Agreement, the parties are entitled to pursue all their remedies at law and in equity, and may engage in other dispute resolution procedure such as mediation and/or arbitration upon agreement of the parties.

18. **CONTRACTOR RELATIONSHIP**

TOWN hereby retains BSO as an independent contractor to provide Police Services for the TOWN, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Police Services shall be provided to the TOWN, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Employees shall have the power and authority granted by the TOWN pursuant to Section 3 hereof.

19. **NO PARTNERSHIP**

The relationship between the TOWN and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the TOWN nor BSO shall have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the TOWN and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth

herein. The TOWN and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

20. **REPRESENTATIONS AND WARRANTIES OF TOWN**

The TOWN represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

- a. The TOWN is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) results in the violation by the TOWN of any provision of any Applicable Law applicable to TOWN or to which TOWN may be subject, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

21. **REPRESENTATIONS AND WARRANTIES OF BSO**

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

- a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 2(b). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

22. **INTERPRETATION**

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or

headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

23. **ACCOUNTING TERMS**

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

24. **CROSS REFERENCES**

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

25. **DRAFTING**

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

26. **NOTICE**

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

TOWN: See Special Terms and Conditions

BSO: Sheriff Gregory Tony
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

With a Copy to: Broward Sheriff's Office
Office of the General Counsel
2601 W. Broward Blvd
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties.

27. **NON-ASSIGNABILITY**

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

28. **TIME OF THE ESSENCE**

Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

29. **ENTIRE AGREEMENT**

This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

30. **APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of TOWN and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

31. **WAIVER OF RIGHTS**

TOWN and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further,

TOWN and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

32. **SEPARABILITY**

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

33. **WAIVER**

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

34. **DESCRIPTION OF SERVICES**

BSO shall provide comprehensive law enforcement services within the municipal boundaries of the TOWN which includes services (a) customarily rendered by municipal police departments or BSO, and (b) required to be performed under Applicable Laws or TOWN Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the TOWN and BSO shall negotiate in good faith to address the increased costs.

BSO shall not utilize a third party provider for the provision of service referenced in this Agreement unless approved by the TOWN in its sole and absolute discretion.

BSO law enforcement services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

- a. Direct Services – are those services that are provided by the District Employees.
- b. Indirect Services – are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the TOWN).
- c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of sheriff’s deputies during off-duty hours.
- d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County law enforcement agencies (irrespective of whether they have an agreement with BSO) that request such service.

Each of these services is detailed further below.

DIRECT SERVICES:

The law enforcement services provided by the District Employees pursuant to this Agreement are as follows:

- a. *Uniformed law enforcement patrol*
BSO shall provide uniformed law enforcement patrol services for the TOWN twenty-four (24) hours per day, seven (7) days a week.

The Patrol Zones may be modified upon mutual written agreement of the District Chief and the Town Manager. In order to address the ever-changing law enforcement needs of the TOWN, the District Chief or the Chief’s designee shall have the discretion to modify the deployment of BSO staff within those patrol zones.

Deputy Sheriffs shall make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject to BSO’s response standards and protocols.

- b. *Other Law Enforcement Services*

In addition to uniformed law enforcement patrol service described above, District Employees shall provide the following law enforcement services for the TOWN:

- 1. BSO shall provide public education programs;
- 2. BSO may provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the TOWN;
- 3. The District Chief or designee shall attend and participate at Town staff meetings, Town Commission meetings as requested by the Town Manager or designee;

4. Upon the request of a homeowners' association, the District Chief or designee shall attend the association's membership meeting;
5. BSO shall provide the Specific Services, if any, set forth in Exhibit A to this Agreement.

INDIRECT SERVICES:

The TOWN indirectly receives the benefit of the following services associated with law enforcement by virtue of this Agreement with BSO:

- a) Administration;
- b) Budget;
- c) Central Supply;
- d) Citizen Observer Patrol;
- e) Compensation and Assessment;
- f) Employee Assistance Program;
- g) Employee Benefits;
- h) Information Technology Division;
- i) Equal Employment Opportunity Division;
- j) Evidence;
- k) Department of Community Services (Media Relations, Public Relations and Crime Stoppers);
- l) Finance;
- m) Fleet Control;
- n) Human Resources;
- o) Institute for Criminal Justice Studies;
- p) Office of the General Counsel;
- q) Labor Relations;
- r) Purchasing;
- s) Records;
- t) Recruitment;
- u) Selection and Assessment;
- v) Victim Services; and
- w) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the TOWN.

The costs of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

1. BSO shall provide security and traffic detail deputies to support special event activities occurring within the TOWN in accordance with the BSO's Special Details Policies and Procedures. BSO shall cooperate with the TOWN and follow TOWN procedures in the permitting of special events. Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency.

2. BSO will provide special detail services for TOWN sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the TOWN will incur no additional costs associated with such services; however the TOWN understands and acknowledges that the on-duty personnel may be called to an incident during the TOWN sponsored event. For those TOWN-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and/or overtime and the TOWN will be charged at BSO's special detail rates and/or overtime at the time of the event.

Any and all special details requested by the TOWN shall be paid based upon the terms and conditions of the TOWN's permit filed with BSO's Special Details Unit.

COUNTYWIDE SERVICES

Unless otherwise agreed or set forth herein and subject to County funding, the following services shall be, subject to availability, provided to the TOWN by BSO as Countywide Services to the extent that such services would be provided by BSO to any and all other municipalities in Broward County that request such service irrespective of whether or not the TOWN has a contract with BSO for such services:

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;
- d) Marine/dive team;
- e) SWAT team response;
- f) Major investigations to include homicide;
- g) Drug enforcement and money laundering; and
- h) Strategic intelligence functions;
- i) Law enforcement technical support services;
- j) Street crimes enforcement;
- k) Full-service crime lab;
- l) Helicopter patrol and air rescue services;
- m) E-911 (law enforcement dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the TOWN and the County; and
- n) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

The TOWN recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the TOWN accordingly in writing. In such an event, the countywide service shall be discontinued,

unless the TOWN and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

In the event Broward County does not provide funding for E-911 communications/dispatch services for the TOWN, in whole or in part, BSO's obligation to provide such services to the TOWN shall cease accordingly, unless the TOWN agrees to fund the shortfall in BSO funding.

Should funding from Broward County cease and the E-911 services are not possible, BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding and/or services ceases. Should funding from Broward County not fully fund the E-911 services, then BSO and TOWN will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modification to the Parties' respective obligations and funding costs; however the lack of a formally executed amendment will not change the effective date of such modifications, which will occur on the date funding ceases.

BSO shall provide notice to the TOWN of any substantive change to the Countywide Services due to Broward County not fully funding the services or equipment as provided for under this section.

ADDITIONAL SERVICES:

Upon the request of the TOWN Manager and subject to BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the ____ day of _____, 2022, is made by and between the Town of Pembroke Park, Florida, (hereinafter referred to as the "TOWN") and Gregory Tony, as Sheriff of Broward County (hereinafter referred to as "BSO").

W I T N E S S E T H:

WHEREAS, the TOWN has previously contracted with BSO to provide a high level of professional police protection for the benefit of the citizenry thereof, and

WHEREAS, the TOWN is desirous of maintaining a high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the TOWN is forming its own municipal police department which shall launch in February of 2023, but until the formal launch of its own police department, the Town wishes to provide for daily police services through contractual agreement; and

WHEREAS, BSO has agreed to render to the TOWN a high level of professional police services, and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement shall supersede the existing Agreement with BSO and shall commence September 1, 2022. The Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein, and the General Terms and Conditions that are set forth in Exhibit B, which is also attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and conditions, the Special Terms and Conditions shall be controlling.

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF PEMBROKE
PARK AND GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

SHERIFF OF BROWARD COUNTY

By: _____
GREGORY TONY, Sheriff

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____
TERRENCE O. LYNCH, General Counsel

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF PEMBROKE
PARK AND GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

MARLEN D. MARTELL
Town Clerk

(SEAL)

By: _____
GEOFFREY JACOBS
Mayor

Dated: _____

By: _____
JC JIMENEZ
Town Manager

Dated: _____

Approved as to form and
Legal sufficiency subject to execution
by the parties:

MELISSA P. ANDERSON
Town Attorney

AGENDA ITEM REPORT



To:

Subject: BSO Fire Services

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

The fire services agreement with BSO with fire services will expire at the end of this fiscal year. Accordingly, a new agreement for fire services must be entered into with BSO. The term of the agreement is five years with an one time renewal option.

RECOMMENDATION:

Staff Recommends Approval

ATTACHMENTS:

[BSO fire Exhibit B 8-15-22](#)

[Pembroke Park exhibit A 8-15-22](#)

[BSO Fire Rescue 8-16-22](#)

EXHIBIT B

EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES

GENERAL CONDITIONS

1. DEFINITIONS

The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- a. Agreement. "Agreement" shall mean this Agreement for Emergency Medical, Fire Protection and Fire Prevention Services between the TOWN and BSO, including all exhibits.
- b. Applicable Laws. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- c. BSO. "BSO" shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- d. TOWN. "TOWN" shall mean the TOWN that has contracted with BSO for Fire Rescue Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. Town Boundaries. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN.
- f. Town Manager. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN. In the absence of the Town Manager, the Assistant Town Manager or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Fire Rescue Services performed by BSO, as set forth herein.
- h. District. "'District" shall mean the geographic area within the Town Boundaries, the City of West Park, and any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.
- i. District Chief. "District Chief" shall be the BSO representative appointed by BSO's Director of Fire Rescue to serve as the Chief responsible for supervising all emergency medical, fire protection and fire prevention employees and activities within the District and serving as a liaison between the CITY and BSO for Fire Rescue Services.

- j. District Fire Employees. "District Fire Employees" shall mean BSO employees regularly assigned to the District who possess the necessary qualifications and experience to provide emergency medical, fire protection or fire prevention and support services, and all other BSO employees and all other Persons contracted by BSO, each of whom may, from time to time, provide Fire Rescue Services to the TOWN.
- k. Effective Date. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. Facilities. "Facilities" shall mean the Fire/Rescue Station any additional facilities that are used by BSO on a permanent basis to provide Fire Rescue Services. The Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. Fire Rescue Services. "Fire Rescue Services" shall mean the aggregate of all emergency medical, fire protection and fire prevention related services provided by BSO pursuant to this Agreement.
- n. Lien. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- o. Renewal Option. "Renewal Option" shall mean the time period that the Agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement.
- p. Term. "Term" shall mean the length of this Agreement and any extensions thereto, which are set forth in Exhibit A, Special Terms and Conditions of this Agreement.

2. **STAFFING**

- a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure will not be modified except through a written amendment to this Agreement executed by both the TOWN and BSO with the same formalities as set forth herein.
- b. **Minimum Staffing.** BSO will provide a minimum number of personnel to provide Fire Rescue Services to the TOWN as set forth in the Special Terms and Conditions of this Agreement.
- c. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Fire Employees consistent with BSO agency standards. BSO is committed to providing the TOWN with highly skilled emergency medical, fire protection and fire prevention personnel to provide Fire Rescue Services to the TOWN.

- d. **Employment Responsibilities.** All District Fire Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, (excepting those persons who are receiving or entitled to receive pension benefits from the Town), insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the TOWN shall not be called upon to assume any liability (unless otherwise set forth herein) for direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, worker's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Fire Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Fire Rescue Services. The TOWN and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the TOWN to BSO in accordance with this Agreement.
- e. **Personnel.** BSO's Personnel assigned to the District shall only be utilized for appropriate fire and emergency medical services within the District, except as otherwise authorized in applicable automatic, Closest Unit Response (CRU) once enacted by Broward County, and mutual aid agreements. BSO shall not use District Facilities or District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement or approved in writing by the Town Manager.
- f. **Staffing Review and Modifications.** As part of the TOWN's annual budgetary process, BSO shall evaluate the Staffing requirements for the TOWN to determine if the current staffing level and composition adequately meets the TOWN's goals and objectives. If BSO or the TOWN believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the Town Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be re-opened for negotiations regarding its terms and conditions as they relate to the staffing and this Agreement shall be modified through an amendment to this Agreement executed by both the TOWN and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and the compensation will be adjusted accordingly.

In addition to the annual review, the District Chief shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the Town Manager, the District Chief and Town Manager shall meet and discuss the need for such adjustment. The Town Manager shall also have the right to request a staffing adjustment at any time during the year. Upon making such a request to the District Chief, the Town Manager and the District Chief shall meet and discuss the need for such adjustment. If the Town Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment will be prepared and presented to the Sheriff and Town Commission for approval and signature.

In the event the TOWN and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the TOWN or BSO may exercise its rights as set forth herein or by law.

- g. **Transfers – BSO's Rights.** Except for the District Chief, which is governed by Section 10 of this Agreement, BSO shall have the right to transfer or reassign any BSO personnel out of the District. BSO will provide the Town Manager notice of the transfer.
- h. **Transfers – TOWN Rights.** Except for the District Chief, which is covered in Section 10 of these General Terms and Conditions, the Town Manager shall have the right to request the transfer of BSO personnel out of the District, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, the employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 15 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request.
- i. **Transfers – Layoffs.** Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement and in the event of layoffs at the Broward Sheriff's Office.
- j. **Replacements.** Any Personnel transferred or reassigned out of the TOWN shall be replaced as soon as practicable. Notwithstanding any transfers or reassignments, BSO is still obligated to maintain the minimum staffing required under this Agreement at all times.
- k. **Staffing Continuity.** BSO shall make every reasonable effort to maintain the continuity of BSO emergency medical, fire protection and fire prevention personnel assigned to the District, subject to the transfer provisions set forth herein.
- l. **Education.** The parties acknowledge the importance of the District Fire Employees' knowledge of the general make-up of the TOWN and its geographic areas, its office, industrial, commercial, and residential composition, the TOWN's organizational structure and staff, and the TOWN's Code of Ordinances.
- m. **Deletions and Additions.** The TOWN shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the

compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The TOWN may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

3. ASSIGNMENT OF FIRE RESCUE POWERS

The TOWN currently has a Certificate of Need ("CON") to provide Emergency Medical Services and BSO shall be authorized to submit documentation and appear on the TOWN's behalf to maintain the CON.

Fire protection and prevention services are provided pursuant to the TOWN's home rule powers and Applicable Law. The TOWN does hereby vest in each of BSO's District Fire Employees, to the extent permitted by law, the powers necessary to implement and carry forth such Fire Rescue Services in accordance with this Agreement, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such District Fire Employees.

4. REPORTS

BSO shall provide reports upon request to the Town Manager that include the following information:

- calls for service based on units responding
- encumbered times for units by day of week and time of day, by unit.
- fire prevention activities

At any time during the term of this Agreement, the Town Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s). The Town Manager shall have the right to reasonably request other reports as the Town Manager deems necessary.

5. RESPONSE TIMES

The District Chief will monitor response time reports and provide copies to the Town Manager. For emergency medical and fire protection calls, BSO shall make every reasonable effort to respond within established Commission on Fire Accreditation International ("CFAI") agency accreditation and National Fire Protection Association ("NFPA") 1221, and 1710 standards for response guidelines as they exist now or may be amended from time to time.

Revisions to the response standards determined by CFAI and NFPA will be applied as they occur for BSO to remain current with established industry standards and accreditation requirements. The BSO District Fire Chief will provide the Town Manager with response time metrics annually or more often as needed or required as the nationally established guidelines, accreditation standards and metrics are modified or revised. Response time shall be calculated from the time of intake until the appropriate unit arrives on the scene of the incident as recorded in BSO's CAD system.

6. CONSIDERATION

- a. For the period from the Effective Date through the end of the September 30, 2022, the annualized consideration amount and the monthly payment amount for Fire Rescue Services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month. The consideration is for the entire District. The Town is responsible for fifty percent of the consideration. The City of West Park is responsible for fifty percent of the consideration.
- b. ~~Should the parties agree to renew the Agreement,~~ the consideration payable by the TOWN for subsequent fiscal years shall be determined by ~~negotiation which shall begin~~ adding the following:
- c.
- d. BSO's budgeted cost for items other than health insurance premiums, workers compensation premiums, other post-employment benefits and pension contributions, not to exceed an annual increase of 5% over the total combined budgeted cost for all services in the preceding year, except that any increase in the cost of the portable radios and auxiliary equipment provided to the TOWN under the Regional Interlocal Agreement with Broward County, shall not be subject to the annual cap.
- e.
- f. BSO's budgeted costs for workers compensation premiums and pension contributions and post-employment benefits attributable to District Employees, which shall be based upon projected costs.
- g.
- h. BSO's budgeted costs for health insurance premiums for District Employees, which costs shall be the same for all BSO employees in the same benefit plan whether assigned to the District or not, not to exceed an annual increase of more than 9% over the budgeted costs for the same level of coverage throughout the agency. The projected costs of these items shall be supported with third party documentation upon request. Changes in classes of insurance per employee (i.e. single to family coverage) shall not be included in the cap.
- i.
- j. The Town and BSO acknowledge that the District is comprised of the Town and the City of West Park. TOWN and the City of West Park are each responsible for payment of fifty (50%) percent of the fire services costs for the District. Should TOWN or City of West Park terminate its respective agreement, the other party's agreement will be opened up for negotiation and/or potentially terminated.

by BSO shall submit a proposed budget to the TOWN on or before the preceding May 15th ~~at least 90 days prior to the expiration date of the current Agreement.~~ The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the Town Manager, BSO shall provide supporting documentation for the budgeted line items to include the cost to outfit and equip District Fire Employees (i.e. uniforms, fire safety gear, computer, etc.).
- k. For purposes of calculating the budget for Personnel Services, the District Fire Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is

due to the TOWN on or before May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the average budgeted cost of the filled Fire Employee positions within the same job classification in February.

Commented [TA1]: Why would there be vacant positions and why would we be charged for those?

Commented [FL2R2]: All positions on the trucks are staffed at all times.

- l. BSO and the TOWN shall negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that a final resolution must be reached on or before August 15. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN will pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- m. BSO shall provide the TOWN with full staffing. The TOWN shall be entitled to a credit for any non-shift vacancies that occur during the fiscal year. The TOWN's entitlement to the vacancy credit shall be calculated quarterly. A vacancy occurs when a BSO District Fire Employee administrative or non-shift staff is absent from work and such absence results in a salary savings to BSO. The TOWN's credit shall be calculated using the average budgeted cost of Fire Employees within the same job classification for that fiscal year. Upon request, BSO shall submit a report detailing vacancy days.

The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies may be projected for August and September based upon BSO's vacancies during the month of July.

- g. BSO shall have the right to temporarily fill any vacancy within the TOWN, through overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee. BSO shall educate any staff assigned to the District with respect to the general make-up of the TOWN and its geographic areas, and its office, industrial, commercial and residential composition. The TOWN shall be entitled to a vacancy credit for any BSO District personnel vacancy in any of the positions specified in paragraph 6(f) above, unless the vacant position is temporarily filled through overtime, and if BSO receives a salary savings.
- h. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- i. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

Commented [TA3]: Do we know what this is? The number?

Commented [FL4R4]: I don't believe there are any costs forthcoming. This language is in all of our contracts. Goes back to when the radios were switched over to the P25. The municipalities are responsible for certain costs under the ILA so this is in just as a safeguard in case there are costs in your ILA of which I am not aware

In the event Broward County does not provide funding for E-911 communications/dispatch services for the TOWN, in whole or in part, BSO's obligation to provide such services to the TOWN shall cease accordingly, unless the TOWN agrees to fund the shortfall in BSO funding.

7. FEES AND GRANTS

The parties acknowledge and agree to the following:

- a. BSO shall invoice the recipient of emergency medical transport services within thirty (30) calendar days from the date services were rendered in accordance with the fee schedule adopted by the TOWN. BSO shall return to the TOWN all emergency medical services transport fees collected by BSO for services provided pursuant to this Agreement on a monthly basis, less any third party fees for collection services.
- b. The TOWN shall invoice, collect and retain fees from property owners for fire inspection and prevention services provided pursuant to this Agreement, including but limited to, fire inspection, plan review, and false alarm fees. The fees and charges for providing said services shall be in accordance with the schedule of fees and charges adopted by the TOWN.
- c. BSO may invoice, collect, and retain all revenues from those companies or persons receiving hazardous materials mitigation services or technical rescue services directly from regional BSO resources or an entity contracted by BSO.
- d. BSO shall be entitled to retain fees for (a) Emergency Medical Services Standby Services; (b) Fire Protection Standby Services; (c) Fire **Prevention** Services; and (d) Special Event Permits for the provision of BSO fire personnel if applicable. Use of on-duty staff for such standby services shall not be permitted unless documented exigent circumstances occurring within the TOWN necessitate such use. Any other fees retained shall be subject to the written approval of the Town Manager.
- e. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the fire and emergency medical agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN will make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of fire and emergency medical activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.
- f. The TOWN shall retain any Chapter **175** premium tax monies for TOWN pension plans.

Commented [FL5]: the personnel costs for overtime fire inspection and prevention costs shall paid to BSO, any additional fees for the service per adopted fee schedule will be given to Town.

Commented [FL6]: Does the Town get 175 monies?

8. VEHICLES, EQUIPMENT AND OTHER PERSONAL PROPERTY

- a. The Fire Rescue apparatus and vehicles (collectively, the "Vehicles") shall be used solely within the DISTRICT, except in the event of a declared state of emergency, mutual aid incident or automatic aid incident or Broward County "Closest Unit response" (CUR). Fire Rescue Vehicles requested for use outside of Broward County for a declared emergency, mutual aid incident or automatic aid incident as described herein shall require the consent of the Town Manager. Except for a declared emergency, mutual aid incident or automatic aid incident as described herein, the Fire Rescue Vehicles shall not be used to service any other municipalities or the unincorporated areas of Broward County unless otherwise permitted pursuant to this Agreement.

The title to any vehicles leased or purchased by the TOWN and transferred to BSO or lease-purchased by the TOWN and utilized by BSO for the provision of services under this Agreement shall be titled in the name of BSO or the TOWN, as applicable, unless the provisions of the TOWN's lease purchase agreement provide otherwise.

- b. Upon termination of this Agreement, BSO shall return to the TOWN, without cost or charge to the TOWN any Transferred Vehicles or leased property that was provided to BSO in a like kind condition, normal wear and tear excepted, or a replacement which must be of a like quality, design and condition as the Transferred vehicle or leased property. Any disagreement between the TOWN and BSO as to the value or condition of the Transferred Vehicles or leased Property or any replacement property shall be settled by an outside appraisal company agreeable to both parties. With respect to any TOWN owned property destroyed and replaced by insurance required herein, the replacement property shall be returned to the TOWN upon termination of this Agreement.
- c. Capital Replacement.

The TOWN and BSO will maintain a capital replacement schedule, based on a formula that would show when a vehicle needs to be replaced based on several criteria, of vehicles and equipment necessary for BSO to provide emergency medical, fire protection and fire prevention services to the TOWN. The vehicles and equipment shall be in accordance with BSO's required specifications. On an annual basis as part of the budgetary process, the District Chief and the Town Manager will review and revise the capital replacement plan as necessary. In the event that unforeseen capital replacements are necessary, the District Chief will notify the Town Manager of the need for such capital replacement(s) and the TOWN, **at its cost**, will work in cooperation with BSO to provide such replacement within a reasonable time thereafter, however, TOWN has final approval on budgeting and purchase of the vehicles. Once a Fire Rescue apparatus has reached the end of useful life as determined by BSO and the TOWN, the TOWN shall replace such apparatus as the TOWN'S expense. The TOWN and BSO will comprise & maintain a capitol replacement schedule of vehicles & equipment necessary for BSO to provide emergency medical, fire protection & fire prevention services to the TOWN. Type of vehicle & quantities shall be in compliance with what is required to maintain the TOWN's ISO rating,

Commented [FL7]: In conjunction with City of West Park

unless the TOWN elects not to maintain this rating. Town will be responsible for replacing the rescue truck assigned to the Town. TOWN will be responsible for fifty percent of the cost to replace the fire engine assigned to the District.

Commented [TA8]: Why are we required to pay 50 percent?

Commented [FL9R9]: Because WP and PP split costs 50/50.
This is for the engine, not the rescue

d. Subleasing of vehicles

BSO acknowledges that some vehicles used by BSO to provide services pursuant to this Agreement are vehicles leased-purchased by the TOWN. TOWN agrees to it may sublease such vehicles to BSO in accordance with the provisions of the applicable Lease Agreement. TOWN is responsible for making lease payments.

e. Damage to Vehicles.

In the event that a Vehicle or any equipment is damaged during the term of this Agreement, the District Chief shall notify the Town Manager. Repairs will be facilitated by BSO with the cost of such repairs paid for consistent with this Agreement.

f. Maintenance.

BSO shall maintain the Vehicles provided by the TOWN, according to the Vehicle manufacturer's specifications and recommendations. BSO shall retain the Vehicle maintenance records. The TOWN shall have the right to audit such records at any given time. The District Chief shall notify the Town Manager whenever TOWN-owned equipment is taken out of service for repairs other than routine preventative maintenance. BSO shall use personnel appropriately trained and certified to work on emergency vehicles. Such Vehicles provided by the TOWN shall be manufactured pursuant to BSO's required specifications, within reason and to the greatest extent possible.

g. For TOWN or BSO owned vehicles, assigned to the District, the lettering on the vehicles, in addition to "Broward Sheriff's Office" shall include Town of Pembroke Park.

h. BSO shall be responsible for equipping such Vehicles with regard to all necessary equipment, as determined by BSO, for emergency medical services and fire protection services, including communication devices, and shall be responsible for the maintenance of such equipment. BSO shall have the flexibility to move equipment between the Vehicles provided that all of the in-service Vehicles within the TOWN are fully equipped with equipment that is in good working order. Once the equipment has reached the end of its useful life, BSO shall replace such equipment as agreed upon by both parties and such cost shall be added to the annual consideration paid by the TOWN.

9. **DISTRICT CHIEF**

a. BSO shall provide, pursuant to this Agreement, a District Chief (Department of Fire Rescue and Emergency Services non-bargaining unit command officer of appropriate rank). The District Chief shall be assigned full-time to the District and shall provide direct supervision of activities for the fire stations and

personnel/apparatus provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the TOWN. BSO's District Chief shall also function as a member of the TOWN's staff with regard to fire rescue issues and report to the Town Manager in that capacity. The District Chief shall be responsible for all emergency medical and fire protection related emergency management duties on behalf of the TOWN, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the District. The TOWN and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities to the Town outlined in this agreement..

- b. The selection of a District Chief shall be agreed upon between the Town Manager and the City Manager of the City of West Park and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the District. BSO shall provide TOWN with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within 15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within fifteen (15) days after TOWN's receipt of such notice, representatives from both BSO, TOWN and West Park shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the Managers have selected an individual to serve as the District Chief Officer. BSO may, at its discretion, temporarily assign a chief to the District during the selection process.
- c. The District Chief shall meet and confer with the Town Manager as needed and directed by the Town Manager, for the purpose of maintaining the viability and vitality of this Agreement. The District Chief shall serve on a full-time basis, until such time as the Town Manager and City Manager concur in the transfer or change of duty of him/her according to the terms of this Agreement.
- d. The District Chief shall remain an employee of BSO, subject to the development strategies designed to enhance current capabilities and future assignments of the Broward Sheriff's Office. Succession planning remains BSO's commitment to the current and future needs of both the TOWN and BSO.
- e. BSO shall provide, pursuant to this Agreement, the necessary supervisory personnel to serve as liaisons between the Station personnel and the District Chief.
- f. In the event TOWN and City of West Park become dissatisfied with the performance of the District Chief, TOWN shall provide notification to BSO. Thereafter, representatives of BSO, West Park and TOWN shall meet to discuss possible remedies of the problems experienced by TOWN. BSO agrees to act in good faith in resolving any problems experienced by TOWN. If the Town Manager and City Manager still desire that BSO remove the District Chief, BSO shall do so immediately.

BSO, in its sole discretion, shall have the right to remove the District Chief from the District at any time for any of the following reasons:

1. The District Chief is being promoted in rank;
2. The District Chief is being demoted;
3. The District Chief is being disciplined;
4. The District Chief is retiring;
5. The District Chief submits a request to transfer out of the TOWN;
6. The District Chief is under investigation by BSO or any other federal, state or local law enforcement agency;
7. The District Chiefs failure to meet documented BSO performance standards and requirements; or
8. Prior to the removal of the District Chief, the Sheriff meets with the Town Manager and notifies the Town Manager that the Sheriff has lost confidence in the District Chief.

The removal of the District Chief from the District for any reason not specified above shall require the prior approval of the Town Manager.

- h. The District Chief will attend management and Town Commission meetings as directed by the Town Manager. Both parties understand and agree that the attendance of the District Chief is essential to maintain the viability and vitality of this Agreement, but also recognize that the District Chief may occasionally be unavailable, due to illness, scheduled vacation or scheduled training, or other District responsibilities. In the event the District Chief is unable to attend a meeting described herein, the District Chief will advise the Town Manager of the person(s) authorized to attend in place of the District Chief.

10. **INSURANCE**

- a. Vehicles and/or equipment not subject to lease-purchase agreements.

1. BSO shall maintain liability and automobile insurance policies for BSO owned vehicles in the minimum amounts set forth below:

General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000

TOWN will maintain the same level of coverage for any TOWN owned vehicles provide to BSO for its use in providing the services.

2. BSO shall provide the TOWN with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Section, upon request by the TOWN. BSO shall maintain these insurance policies throughout the Term. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of

this Agreement. BSO may provide the insurance required in this Section through a self- insurance program.

3. In the event BSO's required insurance coverage is modified during the Term of this Agreement, BSO shall provide the TOWN with at least thirty (30) days prior written notice.
4. The TOWN shall have the option to insure any and/or all of the BSO non-leased fire rescue vehicles and equipment through BSO on an annual basis with the cost of any such insurance to be included in the consideration payable by the TOWN to BSO. In the event that a vehicle and/or any equipment is damaged or totaled during the term of this Agreement, BSO shall handle the repair or replacement with the cost of such repair or replacement being paid as follows:
 1. If the TOWN elected to insure the vehicle and/or equipment through BSO for the period in which the damage occurred, BSO will submit all necessary paperwork to the insurance carrier. Any costs or expenses not covered by insurance will be paid by the TOWN in addition to the consideration set forth herein.
 2. If the TOWN did not elect to insure the vehicle and/or equipment through BSO for the period in which the damage occurred, the TOWN shall be responsible for the cost of the repair and/or replacement. The cost will be paid by the TOWN in addition to the consideration set forth herein, however, TOWN has final approval on budgeting and purchase of the vehicles.
- b. Vehicles and/or equipment subject to lease-purchase agreements.
 1. Insurance for vehicles and/or equipment subject to lease-purchase agreements shall be obtained by BSO or TOWN in accordance with the provisions of the applicable lease purchase agreement in the amounts required by the applicable lease-purchase agreement.
 2. If the insurance is purchased by BSO, the cost of any such insurance shall be included in the consideration payable by the TOWN to BSO. In the event that a vehicle and/or any equipment is damaged or totaled during the term of this Agreement, BSO shall handle the repair or replacement with the cost of such repair or replacement being paid as follows:
 3. BSO will submit all necessary paperwork to the insurance carrier. Any costs or expenses not covered by insurance will be paid by the TOWN in addition to the consideration set forth herein.

11. **MUTUAL AID**

BSO and TOWN recognize and acknowledge that BSO provides fire/rescue throughout Broward County and such services may be provided from the facilities and with personnel and apparatus located within or outside the municipal boundaries of the TOWN on a short term basis as well as Broward County "Closest Unit Response" (CUR)

BSO may develop mutual aid agreements with the government agencies within and outside of Broward County to provide improved fire and emergency medical services coordinated operational resources. The Town Manager shall be notified of such agreements in a timely manner.

12. DEFAULT

- a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):
 1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure; or
 2. Performance of Services. Failure of BSO to perform the Emergency Medical, Fire Protection or Fire Prevention Services as required herein at any time during the Term;
 3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Emergency Medical, Fire Protection or Fire Prevention Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach; or
 4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
 1. Terminate this Agreement pursuant to Section 14 herein; or
 2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public; or
 3. Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party; or

4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof; or
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.
- c. Interest and Late Charges. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, **overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law.** In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

13. TERMINATION

- a. In the event of the expiration of this Agreement or the termination by either party, the other party shall render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service. In the event of such termination or expiration and in the further event that the TOWN is unable to provide the same level of service through its own fire rescue force at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 6 months but not to exceed 12 months. The consideration to be paid to the BSO during the transition period shall be based upon the projected cost of providing such services during the transition period, at the level of staffing determined reasonably necessary by BSO.

Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination.

- b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of the receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in this Section. Material breaches shall include but are not limited to, failure by the TOWN to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement, violations of Governing Standards, local and federal laws, the BSO policies and procedures, or other terms and conditions of this Agreement.

c. In the event of termination or upon the expiration of this Agreement, the TOWN may request to purchase from BSO any piece of equipment, including fire rescue vehicles owned by BSO that are directly attributable to or in use by the District at the time of such termination or expiration in connection with the services contemplated herein. The purchase price for such equipment shall be determined by mutual agreement of the parties based on the fair market value of such equipment at the time of the TOWN's request to purchase.

d. Upon termination or expiration of this Agreement, all equipment and vehicles shall remain in service within the TOWN until such time as the TOWN and BSO execute such documents as are necessary to transfer liability for such vehicles and/or equipment, as applicable, from BSO to the TOWN at the time the TOWN takes possession of such vehicles and/or equipment.

Upon the parties reaching a mutual agreeable purchase price for the equipment owned by BSO pursuant to this Section, and payment by the TOWN, BSO shall convey all of its rights, title and interest, thereto, including fire rescue vehicles, to the TOWN by Bill of Sale Absolute or Certificate of Title, as applicable.

e. Should this agreement, or any part thereof, be declared void or otherwise unenforceable by a court of law, the parties recognize that there will be costs in complying with any such order of the court. In such case, each party shall bear its own costs and said order of the court shall be deemed a notice of termination and the parties will implement the order in a manner consistent with the methodology set forth above for termination without cause, unless otherwise required by court order.

14. INDEMNIFICATION

TOWN and BSO shall each be individually and separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

To the extent permitted by law, TOWN shall indemnify, defend, and hold BSO, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in Equity, which results from or arises out of the intentional or negligent acts or omissions of TOWN, its employees, agents, or servants and TOWN shall indemnify BSO, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which BSO, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of TOWN, its employees, agents, or servants. For purposes of this provision, TOWN employees shall not be deemed agents or servants of BSO and BSO employees shall not be deemed agents or servants of TOWN. The TOWN shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

To the extent permitted by law, BSO shall indemnify, defend, and hold TOWN, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and

demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of BSO, its employees, agents, servants and BSO shall indemnify TOWN, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which TOWN, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of BSO, its employees, agents, or servants. For purposes of this provision, TOWN employees shall not be deemed agents or servants of BSO and BSO employees shall not be deemed agents or servants of TOWN. BSO will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

15. CONTRACTOR RELATIONSHIP

TOWN hereby retains BSO as an independent contractor to provide Fire Rescue Services for the TOWN, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Fire Rescue Services shall be provided to the TOWN, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Fire Employees shall have the power and authority granted by the TOWN pursuant to Section 3 hereof.

16. NO PARTNERSHIP

The relationship between the TOWN and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the TOWN nor BSO will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the TOWN and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The TOWN and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

17. REPRESENTATIONS AND WARRANTIES OF TOWN

The TOWN represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

- a. The TOWN is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.

- b. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as may be limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) results in the violation by the TOWN of any provision of any Applicable Law applicable to TOWN or to which TOWN may be subject, (c) violates or conflicts with any charter or other document governing the actions of TOWN, or (d) requires TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

18. REPRESENTATIONS AND WARRANTIES OF BSO

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

- a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) results in the violation by BSO of any provision of any

Applicable Law applicable to BSO or to which BSO may be subject, (c) violates or conflicts with any charter or other document governing the actions of BSO, or (d) requires BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Fire Rescue Services and the employment of the District Fire Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 6(i). Additionally, neither party shall have the right of set-off nor the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

19. INTERPRETATION

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

20. ACCOUNTING TERMS

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

21. CROSS REFERENCES

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

22. DRAFTING

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

23. NOTICE

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

TOWN:

See Special Terms and Conditions

BSO:

BSO
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other party.

24. NON-ASSIGNABILITY

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

25. TIME OF THE ESSENCE

Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

26. ENTIRE AGREEMENT

This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the

event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

27. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of TOWN and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

28. WAIVER OF RIGHTS

TOWN and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, TOWN and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

29. SEPARABILITY

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

30. WAIVER

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

31. ATTORNEYS' FEES

In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment for all reasonable costs and reasonable attorneys' fees (both trial and appellate) incurred in connection therewith.

32. DESCRIPTION OF SERVICES

BSO shall provide comprehensive Emergency Medical, Fire Protection and Fire Prevention Services within the municipal boundaries of the TOWN which includes services (a) customarily rendered by municipal fire departments or BSO, and (b) required to be performed under Applicable Laws or TOWN Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the TOWN and BSO will negotiate in good faith to address the increased costs.

BSO shall not utilize a third party provider for the provision of services referenced in this Agreement unless first approved by the TOWN in its sole and absolute discretion.

BSO fire rescue services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

- a. Direct Services – are those services that are provided by the District Fire Employees.
- b. Indirect Services – are those BSO-provided Non-District Fire Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the TOWN).
- c. Special Detail Services – are those services offered by BSO that allows public and private entities to contract for the services of BSO's fire/rescue personnel during off-duty hours.
- d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County fire/rescue agencies (irrespective of whether they have an agreement with BSO) that requests such service.

Each of these services is detailed further below.

DIRECT SERVICES

The Fire Rescue Services provided by BSO pursuant to this Agreement are as follows:

- a. **General Fire Rescue**
 1. BSO shall provide Fire Company pre-fire plan evaluations of required occupancies as well as hydrant inspection in accordance with ISO and related departmental standards, designed to reduce the risk of property damage, injury, or loss of life from fire.

2. BSO shall provide Unified Incident Command at the scene of all significant and relative incidents within the TOWN for the purpose of maintaining continuity in care, communication and mitigation of hazards.

b. Emergency Medical Services

1. BSO shall provide emergency medical services to the TOWN on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement. BSO shall provide the personnel, and the TOWN shall provide the apparatus, for emergency medical services in the manner set forth in Exhibit "A".
2. BSO possesses and shall maintain throughout the term of this Agreement a Class 1- ALS Rescue Certificate of Public Convenience and Necessity ("CON") and an appropriate State of Florida license enabling BSO to provide advanced life support services, as well as basic life support services, to patients upon arrival at emergency scenes requiring immediate emergency medical care.
3. BSO shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department. BSO shall transport patients to the nearest appropriate receiving facility in accordance with adopted medical protocols and at the discretion of the attending paramedic.
4. Training and certification of BSO's paramedics shall be the responsibility of BSO.
5. BSO shall provide medical control and oversight through the use of a comprehensive continuous quality improvement program as outlined in Chapter 401, Fla. Stat.

c. Fire Protection Services

1. BSO shall provide fire protection services to the TOWN on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement. BSO shall provide the personnel, and the TOWN shall provide the apparatus, for fire protection services in the manner set forth in Exhibit "A".
2. Training and certification of BSO's firefighters shall be the responsibility of BSO.
- 3.
- 4.
5. BSO shall make its best efforts to maintain an Insurance Service Organization (ISO) Class rating at time of Agreement for the TOWN's fire protection services throughout the term of this Agreement.

d. Fire Prevention Services

1. BSO shall provide fire prevention services ("Fire Prevention Services"), to include but not be limited to fire plan review, new construction and fire plan inspections, annual fire inspection, fire and arson investigation and enforcement of all applicable statutes and codes. BSO shall provide Fire Prevention Services to the TOWN on a forty hour

(40) per week full-time basis and for Inspector call-out during the term of the Agreement, with the personnel specifically described in Exhibit A, Special Terms and Conditions.

2. BSO shall provide, as funded by the TOWN, all vehicles, equipment and personnel to perform Fire Prevention Services, and shall provide personnel for full time use of the TOWN for Fire Prevention Services in the manner set forth in Exhibit "A".

e. **Other Direct Services**

1. BSO shall provide public education programs, subject to funding, through personnel assigned to the TOWN, designed to reduce the risk of property damage, injury, or loss of life from fire.
2. BSO shall provide a functional computerized fire rescue and emergency medical Records/Information Management System for the purpose of tracking incident information for TOWN required reports and providing billing information for emergency medical calls for BSO's contracted billing agency.
3. BSO shall provide joint fire and emergency medical training with surrounding municipal departments in an effort to develop close working relationships with mutual/automatic aid providers. Such training should be designed as to reduce the risk of property damage, injury, or loss of life from fire or other emergency medical incidents.
4. BSO shall create and or maintain close working relationships with hospital districts.
5. BSO shall provide representation, either by the Chief Officer or his/her designee, at regularly scheduled Home Owners Association meetings when requested by the TOWN.
6. BSO shall maintain throughout the term of this Agreement a Medical Director as required by Chapter 401, Florida Statutes, who shall act as the Medical Director for all BSO fire rescue service areas.

INDIRECT SERVICES

The TOWN indirectly receives the benefit of the following services associated with fire rescue by virtue of this Agreement with BSO:

- a) Administration
- b) Budget;
- c) ;
- d) Compensation and Assessment;
- e) Employee Assistance Program;
- f) Employee Benefits;
- g) Information Technology Division;
- h) Equal Employment Opportunity Division;
- i) Community Services (Media Relations and Public Relations);
- j) Finance;

- k) Fleet Control;
- l) Grants Management;
- m) Human Resources;
- n) Office of the General Counsel;
- o) Labor Relations;
- p) Purchasing;
- q) Records;
- r) Recruitment;
- s) Regional Logistics Services;
- t) Selection and Assessment;
- u) Staffing Office; and
- v) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the TOWN.

The cost of indirect services are allocated to this Agreement and included in the consideration set forth in Exhibit "A".

SPECIAL DETAIL SERVICES FOR TOWN EVENTS

1. BSO's emergency medical and fire protection personnel shall be used to provide services at special events held within TOWN.
2. BSO will provide special detail services for TOWN sponsored events; however the Chief Officer, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the Chief Officer's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the TOWN will incur no additional costs associated with such services; however the TOWN understands and acknowledges that the on-duty personnel may be called to an incident during the TOWN sponsored event. For those TOWN-Sponsored events in which the Chief Officer determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail or overtime and the TOWN will be charged at BSO's special detail or overtime rates at the time of the event
4. Special details for which fire rescue personnel must be dedicated or assigned to an event shall be worked out between BSO and the non-TOWN sponsoring agency, and all costs for such detail shall be borne by the sponsoring agency and not the TOWN. any OT will be paid to BSO to cover personnel costs, cost of using BSO Equipment/apparatus. Any associated fees such as inspection fees shall be paid to the TOWN.
5. Special Detail Costs – TOWN shall reimburse BSO only for the cost of additional labor if the equipment and fuel used are those covered by this Agreement.
6. All special details that require Fire/EMS in the TOWN shall be provided by BSO.

COUNTYWIDE SERVICES

In addition to the foregoing emergency medical, fire protection and fire prevention services, BSO shall provide the following specialized services, consistent with service levels BSO

concurrently renders to other agencies and municipalities that request such services, at no additional cost to the TOWN (for any such ancillary service, that incurs cost, BSO has the right to bill any and all 3rd party groups such as insurance companies for cost recovery and BSO shall retain all funds recovered.

- a. BSO shall provide, as needed, hazardous material response services equipped and trained to provide specialized response in case of an accidental spill or leak of hazardous materials or product.
- b. BSO shall provide air rescue services.
- c. BSO shall provide technical rescue services with specially equipped and trained personnel for above grade/high angle and below grade rescues.
- d. Any other services, excluding those indirect services listed, BSO normally provides to other fire rescue agencies throughout Broward County, whether they have a contract with BSO or not.

The TOWN recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover the BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the TOWN accordingly in writing. In such an event, the countywide service shall be discontinued, unless the TOWN and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

BSO shall provide notice to the TOWN of any substantive change to the Countywide Services due to Broward County not fully funding the services or equipment as provided for under this Section.

AUTOMATIC AID

BSO or the TOWN shall not enter into any automatic aid agreements utilizing the personnel and/or equipment enumerated in this Agreement during the term of this Agreement without the mutual consent of both parties. BSO is, however, encouraged to participate in mutual aid agreements.

ADDITIONAL SERVICES:

Upon the request of the TOWN Manager and subject to BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.

DRAFT

EXHIBIT A
SPECIAL TERMS AND
CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the TOWN and BSO:

TOWN:	Town of Pembroke Park
EFFECTIVE DATE:	October 1, 2022
TERM:	October 1, 2022 – September 30, 2027
RENEWAL OPTION:	Renewable for one, five year term upon the Town and BSO agreeing to such renewal and the terms and conditions thereto.
STATION ADDRESSES:	Station 27 is located at: 2610 SW 40 Avenue, West Park, Florida 33023
TOTAL STAFFING:	Utilizing the staffing structure as provided below, BSO shall provide the District with the following level of staffing: <u>Non-shift Personnel</u> District Chief 1 Prevention Personnel 2 (one Fire Prevention Officer (Lieutenant or Captain), and one Fire Safety Inspector (FSI, FF or Driver Engineer Administrative Specialist II 1

	Shift Personnel <table> <tr> <td>Battalion Chief</td><td>1</td></tr> <tr> <td>Captains</td><td>4</td></tr> <tr> <td>Lieutenants</td><td>8</td></tr> <tr> <td>Driver Engineers</td><td>4</td></tr> <tr> <td>Firefighter/Paramedics</td><td>13</td></tr> </table> Total 34	Battalion Chief	1	Captains	4	Lieutenants	8	Driver Engineers	4	Firefighter/Paramedics	13
Battalion Chief	1										
Captains	4										
Lieutenants	8										
Driver Engineers	4										
Firefighter/Paramedics	13										
VEHICLE AND STAFFING STRUCTURE FOR THE DISTRICT: (Town of Pembroke Park and City of West Park)	Fire Apparatus/ALS Engine or ALS Ladder: One (1) company officer (Captain) Firefighter Paramedic One (1) Driver Engineer Firefighter Paramedic One (1) Firefighter Paramedic Two <u>ALS Rescue Transport</u> One (1) company officer (Lieutenant) Firefighter Paramedic One (1) FireFighter/Paramedic										
Facilities	The District Chief and Administrative Specialist II will work from the BSO Public Safety Building unless agreed upon appropriate facilities are provided by either the TOWN or CITY.										
NOTICE TOWN ADDRESS:	Town Manager Town of Pembroke Park 3150 SW 52 Avenue Pembroke Park, FL 33023 Copy to: Town Attorney Town of Pembroke Park 3150 SW 52 Avenue Pembroke Park, FL 33023										
CONSIDERATION Consideration for all General and Town Specific Services	\$ 3,847,980.00 (FY 2022) The consideration represents the Town's share for the District. 50% by Town and 50% by City of West Park										

**AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION
AND FIRE PREVENTION SERVICES**

THIS AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES, dated the ____ day of _____, 2022, is made by and between the Town of Pembroke Park, Florida (hereinafter referred to as the "TOWN") and the Broward Sheriff's Office (hereinafter referred to as "BSO")

WITNESSETH:

WHEREAS, pursuant to the TOWN's home rule powers, the TOWN has the authority to provide or enter into a contract for the provision of emergency medical, fire protection and fire prevention services within the municipal boundaries of the TOWN, and

WHEREAS, the TOWN has maintained a high level of professional emergency medical, fire protection and fire prevention services for the benefit of the citizens and residents of the TOWN by contracting with the Broward Sheriff's Office, and

WHEREAS, the TOWN desires to enter into a new contract for the provision of emergency medical, fire protection and fire prevention services while maintaining ultimate authority and control over such services, and

WHEREAS, BSO has agreed to render to the TOWN a high level of professional emergency medical, fire protection and fire prevention services, and the TOWN desires to contract for the services upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein, and the General Terms and Conditions that are set forth in Exhibit B, which is attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions, and Special Terms and Conditions, the Special Terms and Conditions shall be controlling.

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**AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION
SERVICES BETWEEN THE TOWN OF PEMBROKE PARK, FLORIDA AND THE BROWARD
SHERIFF'S OFFICE**

IN WITNESS WHEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

BROWARD SHERIFF'S OFFICE

By: _____
GREGORY TONY, Sheriff

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____
TERRENCE O. LYNCH, General Counsel

**AGREEMENT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION
SERVICES BETWEEN THE TOWN OF PEMBROKE PARK, FLORIDA AND THE BROWARD
SHERIFF'S OFFICE**

TOWN OF PEMBROKE PARK

ATTEST:

By: _____
GEOFFREY JACOBS, Mayor

MARLEN D. MARTELL, Town Clerk

____ day of _____, 2022

Approved as to form and legality
for the use of and reliance by the
Town of Pembroke Park:

By: _____
JC JIMENEZ, Town Manager

By: _____
MELISSA P. ANDERSON, Town Attorney

(TOWN SEAL)



TOWN OF PEMBROKE PARK

EXTENSION AGREEMENT

THIS Extension Agreement ("Agreement") is made by and between the Town of Pembroke Park, a Florida municipality, ("Town"), whose address is 3150 SW 52nd Ave., Pembroke Park, FL 33023, and The Capital Hills Consultants, Inc., a Florida corporation, ("Consultant") whose address is 2436 N. Federal Highway, #483, Lighthouse Point, Florida 33064 (each a "Party" and collectively "Parties").

RECITALS

- A. Consultant and Town entered into an agreement for Consultant to provide professional services to Town under the terms set forth in said agreement ("Original Agreement").
- B. The Parties extended the term of the Original Agreement through September 30, 2021 by execution of a Consultant Extension Agreement.
- C. The Parties desire to extend the term of the Original Agreement as provided in this Agreement for an additional one (1) year term.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual terms and conditions contained herein, Town and Consultant hereby agree as follows:

- 1. The above recitals are true and correct and are incorporated in this Agreement by reference herein.
- 2. The term of this Agreement is for the period beginning October 1, 2021 through September 30, 2022 ("Term"), unless terminated by either Party as provided herein.
- 3. This Agreement may be terminated by either party in full or in part at any time, in the terminating party's sole discretion. The party desiring to terminate this Agreement must notify the other party by registered mail at least (15) days before the proposed termination date of its intention to terminate this Agreement. If this Agreement is terminated before September 30, 2022, the Consultant will be paid for all work satisfactorily performed through the date of termination. All work in progress will become the property of the Town and will be turned over promptly to the Town by the Consultant.
- 4. It is expressly agreed by and between the Parties, that this Agreement is supplemental to the Original Agreement, Reinstatement and Extension Agreement and Consultant Extension Agreement, which are made a part hereof by reference, and all terms, conditions, and provisions of the Original Agreement, Reinstatement and Extension Agreement and Consultant Extension Agreement, unless specifically modified herein, are to apply to this Agreement and are part hereof as though expressly rewritten, incorporated, and included herein.
- 5. The Parties agree that the monthly compensation paid to Consultant by Town shall be \$4,500.00. Consultant shall also be entitled to such other compensation, if any, in addition to the monthly stipend, as provided in the Original Agreement.

6. In the event of any conflict, inconsistency, or incongruity between the provisions of this Extension Agreement and any of the provisions of the Original Agreement, the Reinstatement and Extension Agreement and Consultant Extension Agreement, the provisions of this Agreement shall in all respects govern and control.
7. It is to be understood that this Agreement shall in no way act as a waiver of any of the conditions and obligations imposed on the Parties by the Original Agreement, Reinstatement and Extension Agreement and Consultant Extension Agreement, and any rights that either of the Parties may have by virtue of the Original Agreement, Reinstatement and Extension Agreement and Consultant Extension Agreement are to be considered as of full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature below.

**THE CAPITAL HILLS CONSULTANTS,
INC., a Florida corporation**

By: _____

Print Name: David K. Sigerson, Jr., Esq.
Authorized Representative

Date: _____

TOWN OF PEMBROKE PARK

By: _____

Geoffrey Jacobs, Mayor

Attest: _____

Reynold Dieuveille – Clerk Commissioner

Date: _____

TOWN ATTORNEY'S OFFICE

Approved as to form and legality:

By: _____

Melissa P. Anderson, Esq. Town Attorney



TOWN OF PEMBROKE PARK

THIRD EXTENSION AGREEMENT

THIS Second Extension Agreement ("Agreement") is made by and between the Town of Pembroke Park, a Florida municipality, ("Town"), whose address is 3150 SW 52nd Ave., Pembroke Park, FL 33023, and CAS Governmental Services, LLC, a Florida limited liability company, ("Consultant") whose address is 36910 3rd Street, Canal Point, FL 33438 (each a "Party" and collectively "Parties").

RECITALS

- A. Consultant and Town entered into an agreement for Consultant to provide professional services to Town under the terms set forth in said agreement ("Original Agreement").
- B. The Parties reinstated and extended the terms of the Original Agreement by execution of the Consultant Reinstatement and Extension Agreement ("Reinstatement and Extension Agreement").
- C. The Parties further extended the term of the Original Agreement through September 30, 2022 by execution of the Consultant Extension Agreement.
- D. The Parties desire to extend the term of the Original Agreement as provided in this Agreement for an additional one (1) year term.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual terms and conditions contained herein, Town and Consultant hereby agree as follows:

1. The above recitals are true and correct and are incorporated in this Agreement by reference herein.
2. The term of this Agreement is for the period beginning October 1, 2021 through September 30, 2022 ("Term"), unless terminated by either Party as provided herein.
3. This Agreement may be terminated by either party in full or in part at any time, in the terminating party's sole discretion. The party desiring to terminate this Agreement must notify the other party by registered mail at least (15) days before the proposed termination date of its intention to terminate this Agreement. If this Agreement is terminated before September 30, 2022, the Consultant will be paid for all work satisfactorily performed through the date of termination. All work in progress will become the property of the Town and will be turned over promptly to the Town by the Consultant.
4. It is expressly agreed by and between the Parties, that this Agreement is supplemental to the Original Agreement, Reinstatement and Extension Agreement and Consultant Extension Agreement, which are made a part hereof by reference, and all terms, conditions, and provisions of the Original Agreement, Reinstatement and Extension Agreement and Consultant Extension Agreement, unless specifically modified herein, are to apply to this Agreement and are part hereof as though expressly rewritten, incorporated, and included herein.

5. The Parties agree that the monthly compensation paid to Consultant by Town shall be \$833.33. Consultant shall also be entitled to such other compensation, if any, in addition to the monthly stipend, as provided in the Original Agreement.
6. In the event of any conflict, inconsistency, or incongruity between the provisions of this Extension Agreement and any of the provisions of the Original Agreement, the Reinstatement and Extension Agreement and Consultant Extension Agreement, the provisions of this Agreement shall in all respects govern and control.
7. It is to be understood that this Agreement shall in no way act as a waiver of any of the conditions and obligations imposed on the Parties by the Original Agreement, the Reinstatement and Extension Agreement and Consultant Extension Agreement, and any rights that either of the Parties may have by virtue of the Original Agreement, Reinstatement and Extension Agreement and Consultant Extension Agreement are to be considered as of full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature below.

CAS GOVERNMENTAL SERVICES, LLC,
a Florida limited liability company

TOWN OF PEMBROKE PARK

By: Connie Vanassche

By: Geoffrey Jacobs
Geoffrey Jacobs, Mayor-Commissioner

Print Name: Connie Vanassche
Authorized Representative

Attest: Reynold Dieuyeille
Reynold Dieuyeille, Clerk-Commissioner

Date: 9-30-2021

Date: 10/7/21

TOWN ATTORNEY'S OFFICE
Approved as to form and legality:

By: Melissa P. Anderson
Melissa P. Anderson, Esq. Town Attorney



TOWN OF PEMBROKE PARK

EXTENSION AGREEMENT

THIS Extension Agreement ("Agreement") is made by and between the Town of Pembroke Park, a Florida municipality, ("Town"), whose address is 3150 SW 52nd Ave., Pembroke Park, FL 33023, and Helmich Consulting, Inc., a Florida corporation, ("Consultant") whose address is 303 Johns Drive, Tallahassee, FL 32301 (each a "Party" and collectively "Parties").

RECITALS

- A. Consultant and Town entered into an agreement for Consultant to provide professional services to Town under the terms set forth in said agreement ("Original Agreement").
- B. The Parties extended the term of the Original Agreement through September 30, 2021 by execution of a Consultant Extension Agreement.
- C. The Parties desire to extend the term of the Original Agreement as provided in this Agreement for an additional one (1) year term.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual terms and conditions contained herein, Town and Consultant hereby agree as follows:

- 1. The above recitals are true and correct and are incorporated in this Agreement by reference herein.
- 2. The term of this Agreement is for the period beginning October 1, 2021 through September 30, 2022 ("Term"), unless terminated by either Party as provided herein.
- 3. This Agreement may be terminated by either party in full or in part at any time, in the terminating party's sole discretion. The party desiring to terminate this Agreement must notify the other party by registered mail at least (15) days before the proposed termination date of its intention to terminate this Agreement. If this Agreement is terminated before September 30, 2022, the Consultant will be paid for all work satisfactorily performed through the date of termination. All work in progress will become the property of the Town and will be turned over promptly to the Town by the Consultant.
- 4. It is expressly agreed by and between the Parties, that this Agreement is supplemental to the Original Agreement, Reinstatement and Extension Agreement and Consultant Extension Agreement, which are made a part hereof by reference, and all terms, conditions, and provisions of the Original Agreement, Reinstatement and Extension Agreement and Consultant Extension Agreement, unless specifically modified herein, are to apply to this Agreement and are part hereof as though expressly rewritten, incorporated, and included herein.
- 5. The Parties agree that the monthly compensation paid to Consultant by Town shall be \$416.66. Consultant shall also be entitled to such other compensation, if any, in addition to the monthly stipend, as provided in the Original Agreement.

6. In the event of any conflict, inconsistency, or incongruity between the provisions of this Extension Agreement and any of the provisions of the Original Agreement, the Reinstatement and Extension Agreement and Consultant Extension Agreement, the provisions of this Agreement shall in all respects govern and control.
7. It is to be understood that this Agreement shall in no way act as a waiver of any of the conditions and obligations imposed on the Parties by the Original Agreement, Reinstatement and Extension Agreement and Consultant Extension Agreement, and any rights that either of the Parties may have by virtue of the Original Agreement, Reinstatement and Extension Agreement and Consultant Extension Agreement are to be considered as of full force and effect.

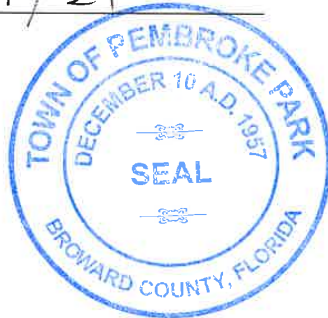
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature below.

HELMICH CONSULTING, INC., a Florida corporation

By: 

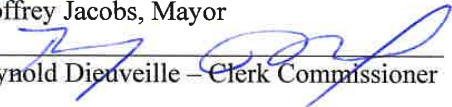
Print Name: Bill Helmich, Authorized Representative

Date: 10/1/21



TOWN OF PEMBROKE PARK

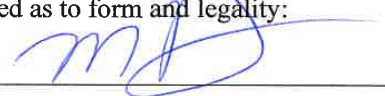
By: 
Geoffrey Jacobs, Mayor

Attest: 
Reynold Dieuveille – Clerk Commissioner

Date: 10/7/21

TOWN ATTORNEY'S OFFICE

Approved as to form and legality:

By: 

Melissa P. Anderson, Esq. Town Attorney

TOWN OF PEMBROKE PARK
RENEWAL OF CONSULTING AGREEMENT

THIS RENEWAL OF THE CONSULTING SERVICES AGREEMENT is entered into this by and between the Town of Pembroke Park ("Town"), a Florida municipal corporation, and Tidewater Consulting, Inc., a Florida corporation ("Vendor"), whose principal address is 115 East Park Avenue, Unit 1, Tallahassee, Florida 32301.

WHEREAS, on January 15, 2020, the Town entered into an Agreement with Vendor for the provision of lobbyist services before the Florida legislature (the "Agreement") for a period of one year ending on December 31, 2020; and

WHEREAS, the Agreement provided that it would "automatically renew" for "succeeding terms of two (2) additional years"; and

WHEREAS, on November 10, 2020, the Town Commission agreed to renew the Agreement with Vendor for an additional one year term; and

WHEREAS, the Parties desire to renew the Agreement for a final term as set forth in the Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the sufficiency of which is acknowledged by both parties, Town and Vendor agree as follows:

1. Renewal. The Agreement with Vendor shall be renewed for a one year period and shall expire on December 31, 2022.
2. Compensation. The compensation for this Renewal shall remain the same as in Paragraph 2 of the Agreement, but milestone payment dates in Paragraph 2 of the Agreement shall be changed to 2022 for this renewal.
3. Remaining Terms and Conditions. All other terms and conditions of the Agreement shall remain the same.

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SIGNATURE PAGE TO FOLLOW

TOWN OF PEMBROKE PARK,
a municipal corporation

MAYOR COMMISSIONER

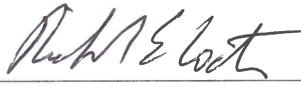
TOWN ATTORNEY

ATTEST:

TOWN CLERK

Date: _____

TIDEWATER CONSULTING, INC.

By: 
RICHARD E. COATES
PRESIDENT

Date: 10/27/21



TOWN OF PEMBROKE PARK

THIRD EXTENSION AGREEMENT

THIS Third Extension Agreement ("Agreement") is made by and between the Town of Pembroke Park, a Florida municipality, ("Town"), whose address is 3150 SW 52nd Ave., Pembroke Park, FL 33023, and DC Strategies, LLC, a Florida limited liability company, ("Consultant") whose address is 2522 Tahoe Circle, Winter Park, FL 32790 (each a "Party" and collectively "Parties").

RECITALS

- A. Consultant and Town entered into an agreement for Consultant to provide professional services to Town under the terms set forth in said agreement ("Original Agreement").
- B. The Parties reinstated and extended the terms of the Original Agreement by execution of the Consultant Reinstatement and Extension Agreement ("Reinstatement and Extension Agreement").
- C. The Parties further extended the term of the Original Agreement through September 30, 2021 by execution of several Consultant Extension Agreements.
- D. The Parties desire to extend the term of the Original Agreement as provided in this Agreement for an additional one (1) year term.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual terms and conditions contained herein, Town and Consultant hereby agree as follows:

1. The above recitals are true and correct and are incorporated in this Agreement by reference herein.
2. The term of this Agreement is for the period beginning October 1, 2021 through September 30, 2022 ("Term"), unless terminated by either Party as provided herein.
3. This Agreement may be terminated by either party in full or in part at any time, in the terminating party's sole discretion. The party desiring to terminate this Agreement must notify the other party by registered mail at least (15) days before the proposed termination date of its intention to terminate this Agreement. If this Agreement is terminated before September 30, 2022, the Consultant will be paid for all work satisfactorily performed through the date of termination. All work in progress will become the property of the Town and will be turned over promptly to the Town by the Consultant.
4. It is expressly agreed by and between the Parties, that this Agreement is supplemental to the Original Agreement, Reinstatement and Extension Agreement and Consultant Extension Agreement, which are made a part hereof by reference, and all terms, conditions, and provisions of the Original Agreement, Reinstatement and Extension Agreement and Consultant Extension Agreement, unless specifically modified herein, are to apply to this Agreement and are part hereof as though expressly rewritten, incorporated, and included herein.

5. The Parties agree that the monthly compensation paid to Consultant by Town shall be \$4,666.66. Consultant shall also be entitled to such other compensation, if any, in addition to the monthly stipend, as provided in the Original Agreement.
6. In the event of any conflict, inconsistency, or incongruity between the provisions of this Extension Agreement and any of the provisions of the Original Agreement, the Reinstatement and Extension Agreement and Consultant Extension Agreement, the provisions of this Agreement shall in all respects govern and control.
7. It is to be understood that this Agreement shall in no way act as a waiver of any of the conditions and obligations imposed on the Parties by the Original Agreement, Reinstatement and Extension Agreement and Consultant Extension Agreements, and any rights that either of the Parties may have by virtue of the Original Agreement, Reinstatement and Extension Agreement and Consultant Extension Agreements are to be considered as of full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature below.

DC STRATEGIES, LLC, a Florida limited liability company

TOWN OF PEMBROKE PARK

By: Desinda L. Wood-Carper

By: [Signature]
Geoffrey Jacobs, Mayor-Commissioner

Print Name: DESINDA L. WOOD-CARPER
Authorized Representative

Attest: [Signature]
Marlen Martell, Clerk

Date: _____

Date: 10-5-2021



TOWN ATTORNEY'S OFFICE
Approved as to form and legality:

By: [Signature]
Melissa P. Anderson, Town Attorney



Pembroke Park, FL

Vendor History Report By Vendor Name

Posting Date Range 10/01/2020 - 08/31/2022

Payment Date Range -

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description				Amount	Account Number	Account Name	Dist Amount					
Vendor Set: 01 - Vendor Set 01												
69947 - First Choice Mobile Auto Repair, Inc												
02152021STMT	1994 Chevy Dump Truck Repair (Wiper Mo 2/26/2021	0.00	0.00	493.50	001-530541-460060-00-0000	2/24/2021	6,313.51	0.00	0.00	0.00	6,313.51	6,313.51
02192021STMT	2007 Ford F250 Front Brake Pads and Bulb 2/26/2021	0.00	0.00	193.90	001-530541-460060-00-0000	Maintenance & Repair Car Bldg & E	493.50	0.00	0.00	0.00	493.50	493.50
03152021STMT	2007 Ford F250 Front Br	0.00	0.00	193.90	400-530535-460900-00-0000	2/24/2021	193.90	0.00	0.00	0.00	193.90	193.90
03152021STMT	Road-Maint & Repair	0.00	0.00	3/26/2021	64252	Maintenance & Repair Car Bldg & E	1,047.49	0.00	0.00	0.00	1,047.49	1,047.49
03252022STMT	(6) Front Bumper Clips for 2014 Ford Taurus	0.00	0.00	1,047.49	001-530541-460060-00-0000	3/26/2021	1,047.49	0.00	0.00	0.00	1,047.49	1,047.49
04032021STMT	Spark Plugs & Wires for 2014 Ford F-250 T	0.00	0.00	133.00	75021	Maintenance & Repair Car Bldg & E	133.00	0.00	0.00	0.00	133.00	133.00
05272021STMT	Oil & Filter Change and A/C Cabin Filter	0.00	0.00	490.82	001-530541-460060-00-0000	4/9/2021	490.82	0.00	0.00	0.00	490.82	490.82
06062022STMT	Oil & Filter Change for 2015 Ford Taurus	0.00	0.00	241.91	64592	Maintenance & Repair Car Bldg & E	241.91	0.00	0.00	0.00	241.91	241.91
07222021STMT	Replace Fuel Tank for Recycle Truck	0.00	0.00	1,500.00	001-520521-599999-00-0000	7/2/2021	241.91	0.00	0.00	0.00	241.91	241.91
07272021STMT	Brake Light Switch for 2007 Ford F250 (Tru	0.00	0.00	137.25	64727	Miscellaneous Expense	241.91	0.00	0.00	0.00	241.91	241.91
10212020STMT	Roads-Rear Brake Rotors and Pads for Tru	0.00	0.00	288.50	001-530535-460900-00-0000	6/10/2022	88.50	0.00	0.00	0.00	88.50	88.50
10282020STMT	Spark Plugs & Ignition Coils for Truck #29	0.00	0.00	523.10	64658	Vehicle Expense-Maintenance & R	88.50	0.00	0.00	0.00	88.50	88.50
11172020STMT-1	Conversion Invoice	0.00	0.00	11/20/2020	63718	Maintenance & Repair Car Bldg & E	1,500.00	0.00	0.00	0.00	1,500.00	1,500.00
11172020STMT-2	Sewer-Replace A/C Con	0.00	0.00	219.30	400-530535-460900-00-0000	7/23/2021	444.00	0.00	0.00	0.00	444.00	444.00
11172020STMT-3	Roads-Replace A/C Con	0.00	0.00	73.10	001-530541-460060-00-0000	Capital Outlay-Machinery and Equi	1,056.00	0.00	0.00	0.00	1,056.00	1,056.00
11172020STMT-4	Sewer-New Battery & O	0.00	0.00	197.43	400-530535-460900-00-0000	8/6/2021	137.25	0.00	0.00	0.00	137.25	137.25
11172020STMT-5	Roads-Rear Brake Rotors and Pads for Tru	0.00	0.00	288.50	63649	Maintenance & Repair Car Bldg & E	137.25	0.00	0.00	0.00	137.25	137.25
11172020STMT-6	Spark Plugs & Ignition Coils for Truck #29	0.00	0.00	523.10	63690	10/23/2020	288.50	0.00	0.00	0.00	288.50	288.50
11172020STMT-7	Conversion Invoice	0.00	0.00	11/20/2020	63718	Maintenance & Repair Car Bldg & E	288.50	0.00	0.00	0.00	288.50	288.50
11172020STMT-8	Sewer-Replace A/C Con	0.00	0.00	219.30	400-530535-460900-00-0000	11/5/2020	523.10	0.00	0.00	0.00	523.10	523.10
11172020STMT-9	Roads-Replace A/C Con	0.00	0.00	73.10	001-530541-460060-00-0000	Maintenance & Repair Car Bldg & E	523.10	0.00	0.00	0.00	523.10	523.10
11172020STMT-10	Sewer-New Battery & O	0.00	0.00	197.43	400-530535-460900-00-0000	11/17/2020	244.40	0.00	0.00	0.00	244.40	244.40
11172020STMT-11	Roads-Rear Brake Rotors and Pads for Tru	0.00	0.00	288.50	63649	Maintenance & Repair Car Bldg & E	183.30	0.00	0.00	0.00	183.30	183.30
11172020STMT-12	Spark Plugs & Ignition Coils for Truck #29	0.00	0.00	523.10	63690	Maintenance & Repair Car Bldg & E	61.10	0.00	0.00	0.00	61.10	61.10
11172020STMT-13	Conversion Invoice	0.00	0.00	11/20/2020	63718	11/17/2020	292.40	0.00	0.00	0.00	292.40	292.40
11172020STMT-14	Sewer-Replace A/C Con	0.00	0.00	219.30	400-530535-460900-00-0000	Maintenance & Repair Car Bldg & E	219.30	0.00	0.00	0.00	219.30	219.30
11172020STMT-15	Roads-Replace A/C Con	0.00	0.00	73.10	001-530541-460060-00-0000	Maintenance & Repair Car Bldg & E	73.10	0.00	0.00	0.00	73.10	73.10
11172020STMT-16	Sewer-New Battery & O	0.00	0.00	197.43	400-530535-460900-00-0000	11/17/2020	263.25	0.00	0.00	0.00	263.25	263.25

Vendor History Report

Posting Date Range 10/01/2020 - 08/31/2022

Payable Number	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Payment Date	Account Name	Amount	Shipping Dist	Tax	Discount	Net	Payment
12302020TMT	Roads-New Battery & O	0.00	0.00	65.82	65.82	001-530541-460060-00-0000			Maintenance & Repair Car Bldg & E	375.49	0.00	0.00	0.00	375.49	375.49
	Front Brake Pads, Caliper & Freon for 200 1/15/2021	0.00	0.00	375.49	375.49	001-530541-460060-00-0000	63948	1/5/2021	Maintenance & Repair Car Bldg & E	375.49	0.00	0.00	0.00	375.49	375.49
	Front Brake Pads, Caliper	0.00	0.00						Maintenance & Repair Car Bldg & E	375.49	0.00	0.00	0.00	375.49	375.49
11043 - Fleet Tire Truck And Auto Center															
0147662	(2) 225/70R19 Tires, Balance, Valve Stem, 5/6/2022	0.00	0.00	802.40	802.40	400-530535-460900-00-0000	75235	5/20/2022	Maintenance & Repair Car Bldg & E	802.40	0.00	0.00	0.00	802.40	802.40
0147662-CREDIT	Credit for (2) 225/70R19.5 Tires Truck#30 5/6/2022	-1.00	50.60	-50.60	-50.60	400-530535-460900-00-0000	75295	6/10/2022	Maintenance & Repair Car Bldg & E	-50.60	0.00	0.00	0.00	-50.60	-50.60
0147889	(2) LT245/75R17 Fortitude Tires 2012 Ford 5/18/2022	0.00	0.00	359.42	359.42	001-530541-460060-00-0000	75295	6/10/2022	Maintenance & Repair Car Bldg & E	359.42	0.00	0.00	0.00	359.42	359.42
0147905	Oil Change for 2012 Ford Truck #35 5/18/2022	0.00	0.00	73.31	73.31	001-530541-460060-00-0000	75295	6/10/2022	Maintenance & Repair Car Bldg & E	73.31	0.00	0.00	0.00	73.31	73.31
0148310	(2) Tires for 2008 Ford F-150 Truck #29 6/7/2022	0.00	0.00	598.39	598.39	400-530535-460900-00-0000	75427	7/22/2022	Maintenance & Repair Car Bldg & E	598.39	0.00	0.00	0.00	598.39	598.39
0148646	Mount and Dismount Loose Lawnmower T 6/22/2022	0.00	0.00	30.00	30.00	001-530541-460060-00-0000	75427	7/22/2022	Maintenance & Repair Car Bldg & E	30.00	0.00	0.00	0.00	30.00	30.00
0148797	Mount Dismount Supplied Tire on Lawnmower 6/28/2022	0.00	0.00	20.00	20.00	001-530541-460060-00-0000	75427	7/22/2022	Maintenance & Repair Car Bldg & E	20.00	0.00	0.00	0.00	20.00	20.00
0148798	Mount Dismount Supplied Tire on Lawnmower 6/28/2022	0.00	0.00	20.00	20.00	001-530541-460060-00-0000	75427	7/22/2022	Maintenance & Repair Car Bldg & E	20.00	0.00	0.00	0.00	20.00	20.00
0148810	Oil & Filter Change on 2010 Ford F-250 Tru 6/29/2022	0.00	0.00	46.56	46.56	400-530535-460900-00-0000	75427	7/22/2022	Maintenance & Repair Car Bldg & E	46.56	0.00	0.00	0.00	46.56	46.56
0148858	Oil Change,BrakeInspection&Ignition Lock 7/1/2022	0.00	0.00	460.17	460.17	001-570572-460900-00-0000	75427	7/22/2022	Maintenance & Repair Car Bldg & E	460.17	0.00	0.00	0.00	460.17	460.17
0148917	Front Brake Pads and Rotors for Truck #27 7/5/2022	0.00	0.00	633.02	633.02	001-570572-460900-00-0000	75519	8/5/2022	Maintenance & Repair Car Bldg & E	633.02	0.00	0.00	0.00	633.02	633.02
0148924	(2) Tires and Oil & Filter Change for Truck # 7/5/2022	0.00	0.00	371.54	371.54	001-570572-460900-00-0000	75427	7/22/2022	Maintenance & Repair Car Bldg & E	371.54	0.00	0.00	0.00	371.54	371.54
135013	225/70R19.5 Hercules Tires for Recycle Tru 11/20/2020	0.00	0.00	251.08	251.08	001-530541-460060-00-0000	63712	11/17/2020	Maintenance & Repair Car Bldg & E	251.08	0.00	0.00	0.00	251.08	251.08
135481	Code-Oil & Filter Change for 2015 White Fc 12/18/2020	0.00	0.00	36.49	36.49	001-539539-521002-00-0000	63802	12/10/2020	Vehicle Expense-Maintenance & R	36.49	0.00	0.00	0.00	36.49	36.49
135673	(2) Tires, Alignment, Oil & Filter Change 201 1/15/2021	0.00	0.00	400.63	400.63	401-530538-460900-00-0000	63925	1/5/2021	Maintenance & Repair Cars, Buildir	400.63	0.00	0.00	0.00	400.63	400.63
135802	Bldg-Vehicle Inspection Minimum Fee 2021 3/12/2021	0.00	0.00	16.19	16.19	100-524524-460011-00-0000	64159	3/10/2021	Maintenance & Repair Car Bldg & E	16.19	0.00	0.00	0.00	16.19	16.19
135814	(4) Wheel Alignment on 2015 Ford Taurus 1/15/2021	0.00	0.00	63.72	63.72		63925	1/5/2021	Maintenance & Repair Car Bldg & E	63.72	0.00	0.00	0.00	63.72	63.72

Vendor History Report

Posting Date Range 10/01/2020 - 08/31/2022

Payable Number	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Account Name	Payment Date	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
135960	(4) Wheel Alignment on Conversion Invoice	0.00	0.00	63.72	1/15/2021	001-539535-521002-00-0000	63925	Vehicle Expense-Maintenance & R	1/5/2021	131.73	63.72	0.00	0.00	131.73	131.73
136222	Sewer-(1) Fortitude Tire	0.00	0.00	65.87	1/15/2021	400-530535-460900-00-0000	63976	Maintenance & Repair Car Bldg & E	1/5/2021	39.29	0.00	0.00	0.00	39.29	39.29
136256	Roads-(1) Fortitude Tire	0.00	0.00	65.86	1/29/2021	001-530541-460060-00-0000	63976	Maintenance & Repair Car Bldg & E	1/26/2021	39.29	0.00	0.00	0.00	39.29	39.29
136359	Oil & Filter Change for 2008 Ford F-150	0.00	0.00	39.29	1/29/2021	001-530541-460060-00-0000	63976	Maintenance & Repair Car Bldg & E	1/26/2021	39.29	0.00	0.00	0.00	39.29	39.29
136493	Oil & Filter Change for 2007 Ford F-250 (Tr	0.00	0.00	39.29	1/29/2021	001-530541-460060-00-0000	64026	Maintenance & Repair Car Bldg & E	1/26/2021	39.29	0.00	0.00	0.00	39.29	39.29
136514	Oil & Filter Change for 2014 Ford F-250	0.00	0.00	43.07	1/29/2021	001-530541-460060-00-0000	64026	Maintenance & Repair Car Bldg & E	1/28/2021	43.07	0.00	0.00	0.00	43.07	43.07
136606	Oil & Filter Change 2010 Ford F150 Truck	0.00	0.00	39.29	2/12/2021	001-530541-460060-00-0000	64092	Maintenance & Repair Car Bldg & E	2/4/2021	39.29	0.00	0.00	0.00	39.29	39.29
136678	(2) LT245/75R17 Tires & Oil & Filter Chang	0.00	0.00	323.24	2/12/2021	400-530535-460900-00-0000	64092	Maintenance & Repair Car Bldg & E	2/4/2021	323.24	323.24	0.00	0.00	323.24	323.24
137001	(2) Tires and Oil & Filter Change for 2004 D	0.00	0.00	400.77	2/26/2021	001-570572-460900-00-0000	64159	Maintenance & Repair Car Bldg & E	2/24/2021	400.77	0.00	0.00	0.00	400.77	400.77
137003	Oil & Filter Change for 2019 Ford F250	0.00	0.00	43.07	2/26/2021	400-530535-460900-00-0000	64159	Maintenance & Repair Car Bldg & E	2/24/2021	43.07	0.00	0.00	0.00	43.07	43.07
137152	Oil & Filter Change 2014 Grey Taurus	0.00	0.00	39.29	3/12/2021	001-510512-460010-00-0000	64159	Misc. Maintenance - Car & Building	3/10/2021	39.29	0.00	0.00	0.00	39.29	39.29
137503	(2) LT245/75R17 Trailrunner Tires for 2007	0.00	0.00	283.36	3/12/2021	400-530535-460900-00-0000	64224	Maintenance & Repair Car Bldg & E	3/10/2021	283.36	0.00	0.00	0.00	283.36	283.36
137811	Road-Maint & Repair	0.00	0.00	294.30	3/25/2021	001-530541-460060-00-0000	64356	Maintenance & Repair Car Bldg & E	3/25/2021	294.30	0.00	0.00	0.00	294.30	294.30
138199	Flat Tire Repair and Rotate Tires for Truck	0.00	0.00	48.60	4/23/2021	400-530535-460900-00-0000	64356	Maintenance & Repair Car Bldg & E	4/16/2021	48.60	0.00	0.00	0.00	48.60	48.60
138321	(2) Trailrunner Tires, Oil & Filter Change fo	0.00	0.00	392.97	4/23/2021	001-570572-460900-00-0000	64443	Maintenance & Repair Car Bldg & E	4/16/2021	392.97	0.00	0.00	0.00	392.97	392.97
138672	Mount (2) Tires for 2010 F-250	0.00	0.00	49.68	5/21/2021	001-570572-460900-00-0000	64443	Maintenance & Repair Car Bldg & E	5/21/2021	49.68	0.00	0.00	0.00	49.68	49.68
138963	(4) New Tires for Trailer	1.00	394.44	394.44	5/21/2021	001-530541-460060-00-0000	64489	Maintenance & Repair Car Bldg & E	5/21/2021	394.44	0.00	0.00	0.00	394.44	394.44
140165	Repair Tire on 2020 Chevy Traverse	0.00	0.00	27.00	6/4/2021	100-524524-460011-00-0000	64594	Maintenance & Repair Car Bldg & E	6/4/2021	27.00	0.00	0.00	0.00	27.00	27.00
	(2) LT245/70R17 Fortitude Tiresfor 2010 F	1.00	340.46	340.46	7/2/2021	001-530541-460060-00-0000	64730	Maintenance & Repair Car Bldg & E	7/2/2021	340.46	0.00	0.00	0.00	340.46	340.46
	Sway Bar Links, Belt Tensioner & Serpentin	0.00	0.00	498.96	8/6/2021				8/6/2021	498.96	0.00	0.00	0.00	498.96	498.96

Vendor History Report

Posting Date Range 10/01/2020 - 08/31/2022

Payable Number	Description	Units	Price	Amount	Post Date	1099	Account Number	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description									Account Name	Dist Amount					
Sway Bar Links, Belt Ten		0.00	0.00	498.96			001-530541-460060-00-0000		Maintenance & Repair Car Bldg & E	498.96					
140183	Oil & Filter Change for Truck #29 (2008 Ford F250)	0.00	0.00	39.29	8/6/2021		64730		8/6/2021	39.29	0.00	0.00	0.00	39.29	39.29
140273	(2) Tires and Oil/Filter Change for 2014 Ford F250 (Truck #31)	0.00	0.00	415.35	9/3/2021		64853		9/3/2021	415.35	0.00	0.00	0.00	415.35	415.35
140349	Oil & Filter Change for 2007 Ford F250 (Truck #31)	0.00	0.00	43.07	8/20/2021		64794		8/20/2021	43.07	0.00	0.00	0.00	43.07	43.07
141131	Oil & Filter Change for 2014 Ford Taurus	0.00	0.00	39.29	9/30/2021		65026		10/22/2021	39.29	0.00	0.00	0.00	39.29	39.29
141143	(4) 235/55R18 SL Assurance Tires	0.00	0.00	492.08	9/30/2021		65026		10/22/2021	492.08	0.00	0.00	0.00	492.08	492.08
141545	Oil and Filter Change for the Recycle (Truck #31)	0.00	0.00	120.91	11/12/2021		65102		11/12/2021	120.91	0.00	0.00	0.00	120.91	120.91
141826	Repair Tire on Generator at Town Hall	0.00	0.00	94.73	10/22/2021		65026		10/22/2021	94.73	0.00	0.00	0.00	94.73	94.73
142045	MT-65 Battery for 2015 Ford Taurus	0.00	0.00	176.45	11/12/2021		65102		11/12/2021	176.45	0.00	0.00	0.00	176.45	176.45
142068	205/75R15/8 Hercules Trailer - Town Hall G 11/3/2021	0.00	0.00	104.00	11/12/2021		65102		11/12/2021	104.00	0.00	0.00	0.00	104.00	104.00
142801	(2) 11L-16S/12TL 1238 Hercules Tires for 11/13/2021	0.50	440.52	220.26	11/13/2021		65286		1/7/2022	440.52	0.00	0.00	0.00	440.52	440.52
(2) 11L-16S/12TL 1238		0.50	440.52	220.26			001-530541-460060-00-0000		Maintenance & Repair Car Bldg & E	220.26					
(2) 11L-16S/12TL 1238		0.50	440.52	220.26			400-530535-460900-00-0000		Maintenance & Repair Car Bldg & E	220.26					
69855 - Pines Ford															
132447	Body work repair - truck # 41	0.00	0.00	4,564.36	7/18/2022		75471		7/22/2022	4,564.36	0.00	0.00	0.00	29,023.77	29,023.77
653391	Repair to 2007 Ford F250 (Truck #31)	0.00	0.00	1,531.45	12/14/2021		65306		1/7/2022	1,531.45	0.00	0.00	0.00	4,564.36	4,564.36
653871	Repairs for Crane Truck #30	0.00	0.00	2,406.19	11/5/2021		65155		11/19/2021	2,406.19	0.00	0.00	0.00	1,531.45	1,531.45
654651	Repairs to 2010 Ford F-250 (Truck #27)	0.00	0.00	880.78	11/15/2021		65130		11/12/2021	1,437.09	0.00	0.00	0.00	2,406.19	2,406.19
Control Assembly ABS H		0.00	0.00	556.31			001-570572-640003-00-0000		Machinery and Equipment Commu	556.31				1,437.09	1,437.09
656162	Diagnosis for Crane Truck	0.00	0.00	125.00	11/5/2021		65130		11/12/2021	125.00	0.00	0.00	0.00	125.00	125.00
657034	Repairs for 2008 Ford F550 Crane Truck #3	0.00	0.00	4,607.62	12/1/2021		65306		1/7/2022	5,571.53	0.00	0.00	0.00	5,571.53	5,571.53
Steering Gear Assembly		1.00	963.91	963.91			400-530535-640003-00-0000		Machinery & Equipment	963.91					

Posting Date Range 10/01/2020 - 08/31/2022

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TOWN OF PEMBROKE PARK AGREEMENTS

CONTRATOR	RESOLUTION NO.	SERVICES PROVIDED	COMPENSATION	START DATE	END DATE
45th year CDBG Funding	2020-091	Funding Agreement	\$61,508	10/1/2019	9/30/2020
45th year CDBG Funding Agreement	2020-145	First Amendment ADA Restroom grant funding	\$61,508	10/1/2019	7/31/2021
45th year CDBG Funding Agreement		Reinstate & second Amendment / ADA Restrooms	\$125,429		2/28/2022
46th year CDBG	2020-129	Safety Improvements	\$63,921		
47th year CDBG		safety Improvements	\$65,809		
2757 S Park	2020-117	Fence Encroachment			
BSO Knox Box Agreement	-	Copy of Keys to law enforcement and Fire Safety		2/15/2021	6/30/2030
A.C.T Services Inc. BID # ITB 21-01		ADA Restroom - Raymond P. Oglesby Preserve	\$120,138		
Anderson, Melissa	2020-112	Town Attorney	\$160,000	10 01 2020	10 01 23
Atelecom	2020-142				
Bryant Miller Oilive PA		Non-Ad Valorem Revenue Note		6/30/2021	-
Calvin Giodano		Oglesby Preserve Park Perimete Lighting Upgrade	\$18,755.00 plus meetings		
Calvin Giodano		Progressive Settlement Agreement Odor Control Report Review			
Calvin Giodano		TPP Police Department Buildout			
Calvin Giodano	-	Civil Engineering		4/12/2021	4/12/2023
Capital Hills Consultants 2nd extension agreement		Professional Services	\$54,000	9/30/2021	9/30/2022
CARES act Funding Agreement CFDA No. 21.019	2020-098	COVID Relief Fund	-	-	-
CAS Governmental Services, LLC	2021-053	Professional Services- Appr. Funding Services/ Admin of Projects	\$10 K (plus invoices for out of pocket expense and hourly fees for time worked - \$125.00 per hour)	10/1/2021	9/30/2022
Center for Publiv Safety Management		Consultant	\$45,800.00		
C&I Construction and Design, Inc.		repair of lift station 17	\$19,300.00		

TOWN OF PEMBROKE PARK AGREEMENTS

CONTRATOR	RESOLUTION NO.	SERVICES PROVIDED	COMPENSATION	START DATE	END DATE
Cintas	none	Employee Uniforms	(see contract)	08 15 2020	10 31 2025
City Fire		monitorng	(see contract)	9/9/2020	06 30 2023
Civic Plus, LLC		Content Mgmt.	Per Mark Auto renew unless otherwise stated within 60 days		
Cleanspace Inc.	2020-067	Janitorial services	1625.00 monthly	6/22/2021	7/1/2022
Clear Channel Outdoor, Inc	none	Billboard Agreement		2019	
Closest Unit Response		Emergency Medical Services			
Coification of Ordinances	none				
Comcast Cable Communications management,		2901 SW 25th Street		11 20 19	11/20/2021
Comcast Cable		3115 SW 52nd Ave.		11 20 19	11/20/2021
Comcast Cable		3150 SW 52nd Ave		11 20 19	11/20/2021
Craig A. Smith & Associates second amendment	BID PKG ITB 22-04	Utility Locate Agreement		5/11/2022	5/11/2025
Craig A. Smith & Associates	construction project	SW 25th St Storm Water Improvements Project			
DC Strategies 3rd EXTENSION AGREEMENT	2020-016	Professional Services	4666.66 monthly	9/30/2020	9/30/2022
DCT/ CE III LLC	none	License Agreement	-	-	
DCT/ CE III LLC	none	Easement Agreement	-	-	
Ceres	Debris Removal RFP 19-02				5/1/2022
Custom TreeCare	Debris Removal RFP 19-02				5/1/2022
DCR	Debris Removal RFP 19-02				5/1/2022
TFR	Debris Removal RFP 19-02				5/1/2022
Dell Financial Services		Lease Purchase	83,621.98		60 month lease
Delta Business Solutions	2020-053	Copier Agreement	23,438.70		
Disaster Relief Worksite Agreement	2020-008	Labor Disaster Relief Grant	-	-	-
Divison of Emergency Subgrant Agreement Z1185-1	-	-			
Domaine Letter	-	-	-	-	-
Dude Solutions	2020-121	Software Subscription Agreement	9,133.31	11 16 2020	11 months / 10 16 2021

TOWN OF PEMBROKE PARK AGREEMENTS

CONTRATOR	RESOLUTION NO.	SERVICES PROVIDED	COMPENSATION	START DATE	END DATE
E-911 Communications System	2020-038	First Amendment 911		01 01 2021	01 01 2026
Enterprise Fleet Management	-	Vehicles	-	-	-
E-Payment Services	-	Payment Device		02 26 2021	2/26/2024
Federally Funded Subaward & Grant- Z1886		Grant			
Flagler Technologies	2020-127	Addendum to SOW 2819 - Consult services to assist with office 365	4,750.00	5/13/2020	not sure of expire date, requested original contract
Florida Division of Emergency Management (EVERBRIDGE)		System of Emergency System	-	7/1/2019	6/30/2024
Foster & Foster	2020-122	Postemployment Benefits Auditors Contract	3,040.00	10 14 2020	10 14 2021
Goren, Cherof, Doody & Ezrol, P.A.	-	retainer			
Hazard Mitigation Grant Program H0481		Project # 4337-338-R	awarded \$482,343.75		-
Helmich Consulting Inc. second extension	2020-110	Lobbying Services 2nd Extension	\$5,000 retainer, plus \$15,000.00 if legislation is filed that adversely affects Town	Ext of Agreement	9/30/2022
Howard, David		Law Enforcement Consultant	24,000	3 0 000000	
Imperial Electrical Inc.		Electrical Services		9/20/2019	9/20/21 (can extend 3 add. 1 year term.)
Information Consultants, Inc. Laserfiche	2020-072	Laserfiche subscription licenses		4/27/2020	4/27/2022
Interdev, LLC		Professional services			9/30/2025
Optional County Svcs. For Keeping Broward Beautiful Interlocal Agreement		Keep Broward Beautiful Program, Household Hazard Waste and electronics and bulk trash and Yard Waste Drop-Off program	-	9/30/2019	Automatic renewals for 4 years
Interlocal Agreement 2020	2021-028	.03 local option gas tax	-	05 21 2022	05 21 2023
Interlocal Agreement 2020	2021-027	.05 local option gas tax	-	05 21 2022	05 21 2023
Jessica Maria Benitez dba		Graphic Design		09 30 2019	11/10/2022
Johnson, Anselmo, Murdoch, Burke, Piper & Hochman PA	Progressive Waste Solutions	Engagement Agreement			

TOWN OF PEMBROKE PARK AGREEMENTS

CONTRATOR	RESOLUTION NO.	SERVICES PROVIDED	COMPENSATION	START DATE	END DATE
Johnson environmental Services		Bid No 21-14		May-21	7/15/1905
Juan C Jimenez Employment Agreement	2020-062	Town Manager		6/1/2020	6/1/2023
Disaster Relief Worksite Agreement		contract No. Z1185		9/4/2017	IRMA
Divison of Emergency Subgrant Agreement Z1185-1					
Keith & Associate, Inc.	2020-052	Engineering Consultant	Amount based on tasks completed	4/14/2020	4/13/2022
LagomHR	19-10-05	HR	\$80 K annual outside Specific Service \$150.00	01 08 2020	10/09/2021 year term (can extend for additional
LagomHR	2020-018	HR	250.00 Per hour. Time Billed in increments of 15 min and includes	02 12 2020	10/9/2021 2 year term (can extend for additional
Maceda Contractors		Food Forest Improvements	\$51,800.00		
Michael Miller Planning		Community Development/		09 27 2020	09 30 2020 / Town
OTIS Elevator	2020-073	Elevator repair company	374.72 per month	7/1/2020	5 years 07 01 26
Payne's Environmental		2nd Amendment to Emergency		11/21/2017	11/21/2022
Ric-Man Construction, Inc.	-	Clean and cured in place pipe lining of 10' pipe at 52nd ave.	20,464.25	14 days	
Safeguard Document Destruction, Inc.	17-02-05	Services for Disposing Documents	\$0.06 per pound (minimum of 500 lbs)	01 2017	No termination date in the Contract. (Contract says: Shall terminate upon the latter of termination or expiration of Agreement, or return/destruction of PHI of business Associate")
Sagoma Construction, Services	2021-013	RFP No. 20-08			
S Davis & Associates PA		Auditing Services	\$40,000.00	2/7/2020	
Shenandoah General Construction		Jet-Vac Cleaning of Lift Stations			

TOWN OF PEMBROKE PARK AGREEMENTS

CONTRATOR	RESOLUTION NO.	SERVICES PROVIDED	COMPENSATION	START DATE	END DATE
SNIFFEN & SPELLMAN P.A	2020-102	ADVICE AND COUNSEL REGARDING SEPERATION OF AGATHA MUSR SALTERS	MPS Michael P. Spellman \$ 275.00 ECI Elmer C. Ignacio \$ 225.00 MLS Molly L. Shaddock \$ 225.00	02 13 2020	
Southeast Mechanical Services		Air Conditioning Service	see Maintenance Schedule	8/13/2020	8/13/2023
Souther Asphalt Engineering	project	Road Repair	\$18,987.00	60 Days	
Supervisor of elections		2022 Elections	\$7,700.00		
Synovus	Financial	non-ad valorem Revenue Note	-	7/26/2021	
TIDEWATER CONSULTING	2020-011	Consulting firm (lobbyist)	\$60,000.00		12/31/2022
Tindale-Oliver & Associates	2021-024			4/14/2021	4/14/2022
TrafTech Engineering, inc.		1899 SW 31st Ave.			
Transportation System Surtax Interlocal Agreement 2nd Amendment	-	-	-		
Waste Management (3rd Amendment)	2020-118	Solid Waste Collection Services		1/1/2016	12/31/2025 5 years

COMMENTS
Myriam Jacques
Myriam Jacques
Myriam Jacques
Myriam Jacques
Myriam Jacques
JC Jimenez
Myriam Jacques
JC Jimenez
Mark Pakula
Melissa Anderson
David Howard
Myriam Jacques
JC Jimenez
JC Jimenez
JC Jimenez
JC Jimenez
Myriam Jacques Page 6 of 10

COMMENTS
Stephanie Woodbury
Stephanie Woodbury
Mark Pakula
Stephanie Woodbury Attny, renew contract 2021, out for RFP 2022
Stephanie Woodbury
Town Attorney
Marlen Martel
Mark Pakula
Stephanie Woodbury
Stephanie Woodbury
JC Jimenez
JC Jimenez
JC Jimenez
Mark Pakula
Harry Taubenfeld
JC Jimenez Reminder sent to JC
Myriam Jacques
Mark Pakula
Mark Pakula

COMMENTS
Stephanie Woodbury
JC Jimenez
Harry Taubenfield
Stephanie Woodbury
Mark Pakula
Stephanie Woodbury
Melissa Anderson
Myriam Jacques
JC Jimenez
JC Jimenez
Harry? Email Stephanie
Mark Pakula
Stephanie Woodbury
JC Jimenez
JC Jimenez
Mayors Office
JC Jimenez
Page 8 of 10

COMMENTS
stephanie Woodbuy & Myriam
Town Attorney
JC Jimenez
Stephanie Woodbury
Sent reminder 3/2/2021
Sent reminder 3/22/2021
Stephanie Woodbury
3/2/2020 / Town
Stephanie Woodbury
Stephanie Woodbury project completed
Clerks office
Building Department
Page 9 of 10

COMMENTS
On feb 10th meeting case to be closed, awaiting for agrrement
Stephanie Woodbury Sent reminder of expiration date email 4/8/2021
Stephanie Woodbury
Marlen Martel
Harry Taubenfeld
Stephanie Woodbury
Attorney Anderson
Stephanie Woodbury

FALL/WINTER 2022

THE PEMBROKE PARK REPORT



TOWN COMMISSION & STAFF

Geoffrey Jacobs
MAYOR

Reynold Dieuveille
VICE MAYOR

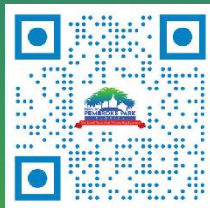
William Hodgkins
CLERK COMMISSIONER

J.C. Jimenez
TOWN MANAGER

Melissa P. Anderson
TOWN ATTORNEY

Marlen D. Martell
TOWN CLERK

Town of Pembroke Park
Town Hall
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Tel. (954)966-4600



GROUNDBREAKING AND RIBBON CUTTINGS



The FERBER Company broke ground on May 12, bringing a WAWA, an Urgent Care and more to come.



Mayor Geoffrey Jacobs



Vice Mayor Reynold Dieuveille

On May 12, 2022, the Ferber Company, the Town of Pembroke Park Mayor Jacobs, Vice Mayor Dieuveille, Clerk Commissioner Hodgkins, residents and staff gathered to celebrate this amazing development coming to the Town of Pembroke Park. This is one of many groundbreaking and ribbon cutting events we look forward to bringing to our Town.



Clerk Commissioner William "Bill" Hodgkins



The Grand Opening of CURALEAF on May 5, 2022.

2023 ELECTION



SEEKING TOWN COMMISSIONER APPLICANTS

For more information
954-966-4600

Why Join Us?



Make a difference
in your Town



Engage your
community



Know the meaning
of Public Service

Requirements

- ✓ Pembroke Park Resident
- ✓ Passionate about your Community
- ✓ Attend Regular Commission Meetings & Events

About Us

The Town of Pembroke Park Commission is a Commission form of government that provides public services to all residents, business owners, and guests of the Town. We have exciting plans for the Town of Pembroke Park. We invite you to submit your application today to participate in our Town's future growth and prosperity.



www.tppfl.gov



townclerk@tppfl.gov



3150 SW 52 Ave
Pembroke Park, FL

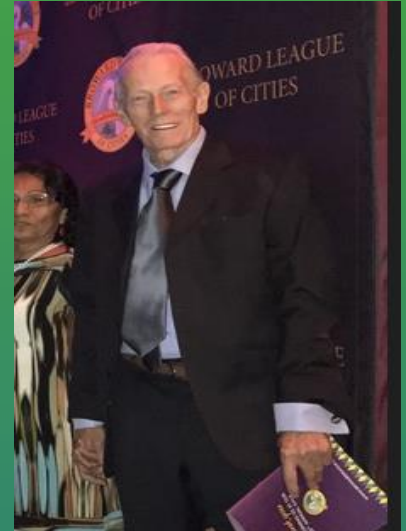
PROMOTING OUR TOWN



Mayor Geoffrey Jacobs
Speaking at the Junior Achievement.



Vice Mayor Reynold Dieuveille
At UNITED FOR restoration of
Haiti through development.



Clerk Commissioner Hodgkins
Broward League of Cities 65th
Annual Gala

UPCOMING EVENTS



FOOD DRIVE
Saturday, July 9th
Saturday, August 13th
Saturday, December 3rd



Health Fair on Saturday, September 17th



Back to School on
Saturday, August 20th

FALL MUSIC FESTIVAL
Friday, October 28th



Turkey Drive
Turkey Drive, Monday, November 21st
Toy Drive on Friday, December 16th



SERVICES DIRECTORY

TOWN OF PEMBROKE PARK - TOWN HALL

3150 SW 52ND AVENUE, PEMBROKE PARK, FL 33023

HOURS OF OPERATION: 8:00 AM TO 5:00 PM

MAIN TOWN NUMBER (954) 966-4600

After Hours Sewer Emergencies (954) 966-4600 - Option 1

TOWN COMMISSION

EXT.

DISTRICT COMMISSIONERS

- 3 GEOFFREY JACOBS, MAYOR
- 4 REYNOLD DIEUVEILLE, VICE MAYOR
- 2 WILLIAM HODGKINS, CLERK-COMMISSIONER
- 1 VACANT, COMMISSIONER
- 5 VACANT, COMMISSIONER

JOY BROWN, COMMISSIONERS' ASSISTANT/EVENTS 700

STAFF DIRECTORY

BUILDING DEPARTMENT FAX # (954) 966-5310

HOURS OF OPERATION 7:30am TO 4:00PM

MIGUEL NUNEZ, CHIEF BUILDING OFFICIAL 302

LUCIE MANZEROLLE, BUILDING MANAGER 301

JEFFREY LOUIS, EMERGENCY MGMT MGR 300

FIRE INSPECTOR'S OFFICE 225/229

PLANNING AND ZONING

CAI SCHWARTZ, TOWN PLANNER 1 401

CODE ENFORCEMENT DEPARTMENT

JOSELINE RAMIREZ, CHIEF CODE OFFICER 215

ERIC RICHWAGEN, CODE OFFICER 213

LISA CANNON, BTR/CODE ENFORCEMENT 214

FINANCE DEPARTMENT FAX # (954) 961-4760

CHRISTIAN NOEL, INTERIM FINANCE DIRECTOR 232

PUBLIC WORKS DEPARTMENT FAX # (954) 966-9781

ROBERT CLARK, PUBLIC SERVICES DIRECTOR 212

MYRIAM JACQUES, ASST. PUBLIC SERVICES DIRECTOR 200

STEPHANIE WOODBURY, PROJECTS MANAGER 238

TOWN ATTORNEY'S OFFICE

MELISSA P. ANDERSON, ESQ. 233

TOWN CLERK'S OFFICE

MARLEN D. MARTELL, TOWN CLERK 235

SUZI REUTLINGER, ASSISTANT TO TOWN CLERK 234

TOWN MANAGER'S OFFICE

JC JIMENEZ, TOWN MANAGER 220

DIERDRE DAVIS, EXEC. ADMIN. ASST. TO TOWN MGR. 228

TOWN PARKS

PARK HOURS:
7:00 AM TO SUNSET
7 DAYS A WEEK

RAYMOND P. OGLESBY PRESERVE

3115 SW 52 AVE
(954) 986-0790

PATRICK BEHAN PARK

2901 SW 25TH ST
(954) 986-9053

BROWARD COUNTY IMPORTANT NUMBERS

ANIMAL CONTROL

(954) 359-1313

BROWARD COUNTY APPRAISERS OFFICE

(954) 357-6830 • <https://bcpa.net>

BROWARD COUNTY ASSISTANCE

211

BROWARD COUNTY EMERGENCY HOTLINE

311 (Direct (954) 831-4000)

BROWARD COUNTY RECORDS TAXES & TREASURY DIVISION

(954) 831-4000

[https://broward.gov/
RecordsTaxesTreasury](https://broward.gov/RecordsTaxesTreasury)

BROWARD COUNTY SCHOOL BOARD

(754) 321-0000

COUNTY WATER SERVICES

(954) 831-3250

FEEDING SOUTH FLORIDA

(954) 518-1818

MOSQUITO CONTROL

(954) 765-4062

WASTE MANAGEMENT BULK PICK-UP (RESIDENTIAL)

(954) 974-7500

BUILDING DEPARTMENT

Amnesty Program Questions and Answers

An overwhelming receipt of referrals from concerned citizens has prompted the Town to create a process to uniformly seek compliance from deficient properties. The Amnesty Program provides a window of opportunity for resident property owners to legalize work performed without permits and gain compliance with current codes.

Property owners of one and two family residences, townhomes, mobile homes and condo minimum dwelling units have access to participate and take advantage of the benefits of the program. During a year period from Commission adoption, qualified property owners can apply for a building permit and begin working towards compliance under the provisions of the Amnesty Program.

BUILDING DEPARTMENT
MAIN TOWN NUMBER (954) 966-4600
FAX # (954) 966-5310
HOURS OF OPERATION
7:30 AM TO 4:00 PM

MIGUEL NUNEZ EXT: 302
CHIEF BUILDING OFFICIAL

LUCIE MANZEROLLE EXT: 301
BUILDING MANAGER



Q: How long will it take to process my permit application?

A: It depends on the extent of work performed, the complexity of the job and the quality of the permit documents, but our goal is to review your application within 10 business days.

Q: How much will my permit cost?

A: The normal permit fees are based on the overall value of the work performed. The Amnesty Program will save the property owner several fees associated with this process, if you take advantage of the program.

Q: Can I obtain the building permit as an owner-builder?

A: Only if you are the owner residing at one or two family residence, fee simple townhome or mobile home property for your use and occupancy. Condominium dwelling units and properties not used and occupied by the property owner will need the services of a licensed contractor.

Q: How long will I have to process my permit application?

A: Three months after the Amnesty application to apply for the building permit.

Q: How will inspections of the work be performed?

A: If the work performed is concealed, your architect or engineer should have the ability to investigate the work and provide a professional affidavit certifying that the work conforms to the building codes. Work that remains accessible may be inspected by Town inspectors.

Q: What happens if I have an existing code violation case?

A: Apply for a building permit that would resolve the violation and have running fines stayed or have the case process suspended.

Q: What happens with the stayed fines of my code case if I do not obtain a building permit within amnesty period?

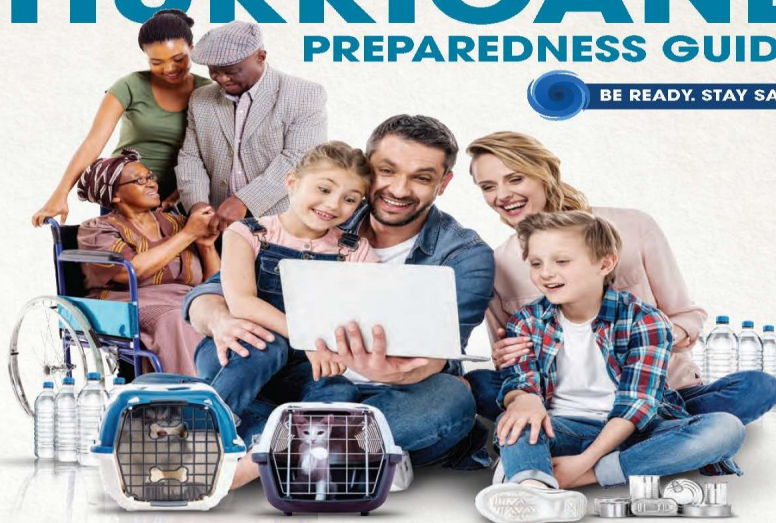
A: Should the property owner have running fines stayed during the amnesty period and no building permit is obtained, the deferred fines will be added to the previous fines and continue to accrue until settled through the mitigation process.

Q: What happens if the structure I built encroaches within zoning setbacks?

A: Should setback encroachments be identified during the permit process, the property owner has the choice of modifying the structure or applying for a zoning variance, which will require a separate variance application and fee. If the variance is approved, the permit review process may continue, otherwise the permit work will have to be modified to meet zoning requirements.

2022 HURRICANE GUIDE

BROWARD COUNTY THE OFFICIAL
BROWARD COUNTY
HURRICANE
PREPAREDNESS GUIDE



BROWARD.ORG/HURRICANE

EMERGENCY KIT CHECKLIST

- ☐ At least one gallon of drinking water per person, per day for three to five days. Extra water is needed for food preparation, pets, and personal hygiene
- ☐ Enough food for three to five days, including non-perishable packaged or canned food, canned or shelf milk, cereal, snack foods, a three to five day supply of special items for babies and/or the elderly: formula, wipes, diapers, special foods, and toiletries
- ☐ Manual can/bottle opener
- ☐ Toilet paper, plates, bowls, napkins, paper towels, and plastic eating utensils
- ☐ Unscented household bleach and medicine dropper
- ☐ Extra bedding such as blankets, pillows, sleeping bags, etc., in case you must evacuate
- ☐ Clothing, including rain gear and sturdy shoes
- ☐ First aid kit, medicines/prescription drugs
- ☐ Hand sanitizer and sanitary wipes
- ☐ Flashlight, extra batteries, car charger, or solar charger for your cell phone
- ☐ Battery-operated or hand-crank radio and hardline telephone with jack (not cordless)
- ☐ Books, games, and toys
- ☐ Pet food, cat litter, and other pet care items
- ☐ Tool kit including cord, rope, hammer, wood nails, saw, hatchet or ax, crowbar, chainsaw blades, tarp, duct tape, and heavy-duty work gloves, and outdoor extension cords
- ☐ Plastic trash bags and ties, extra re-sealable plastic storage bags, heavy-duty aluminum foil, and disposable aluminum pans
- ☐ Extra charcoal or propane fuel and matches in a waterproof container for outdoor cooking. Sterno can also be used. Never cook with any of these items inside your house. The smoke and fumes are deadly
- ☐ Fire extinguisher (ABC type)
- ☐ Mosquito repellent with DEET, and sunscreen
- ☐ Home Damage Assessment photos and instructions. Visit Broward.org/Hurricane
- ☐ Any other special equipment or items you may need

View the County's 8-Week Hurricane Kit Shopping Guide Online at Broward.org/Hurricane

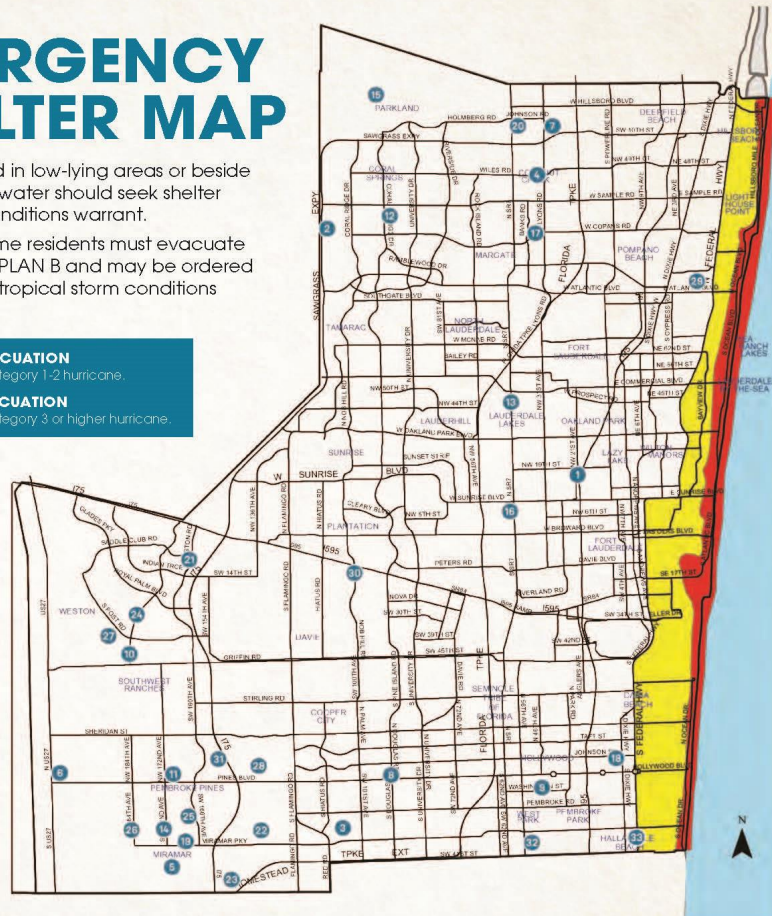
2022 HURRICANE GUIDE PG. 2

EMERGENCY SHELTER MAP

People located in low-lying areas or beside tidal bodies of water should seek shelter elsewhere if conditions warrant.

ALL mobile home residents must evacuate in PLAN A and PLAN B and may be ordered to evacuate if tropical storm conditions warrant.

- **PLAN A EVACUATION**
Typically a Category 1-2 hurricane.
- **PLAN B EVACUATION**
Typically a Category 3 or higher hurricane.



AT&T 1-800-331-0500	BROWARD COUNTY CALL CENTER: 211 OR 954-831-4000 (TTY FOR HEARING IMPAIRED) 954-831-3940	FLORIDA DEPARTMENT OF HEALTH 954-467-4700 COVID-19 CALL CENTER 1-866-779-6121
COMCAST 1-800-741-4141	BROWARD SHERIFF'S OFFICE 911 OR NON-EMERGENCY 954-764-4357	FP&L 1-800-4OUTAGE (468-8243)
FLORIDA CITY GAS 1-888-352-5325 TECO PEOPLES GAS 1-877-832-6747	BROWARD EMERGENCY MANAGEMENT FOR SPECIAL 954-831-3902	BROWARD AIRPORT OR PORT 311 OR 954-831-4000



3150 SW 52nd Ave.
Pembroke Park, FL 33023
Tel. (954) 966-4600

SIGN UP FOR THE TOWN OF PEMBROKE PARK'S EMERGENCY NOTIFICATIONS

Your safety is our top concern. That's why the Town of Pembroke Park wants to make sure you know about emergencies and other incidents as they happen.

The Town of Pembroke Park is proud to launch Everbridge®, a citizen notification system that will share information with residents such as road closures, "be on the lookout for..." messages, emergency/severe weather info, special events, and more. Alerts will be sent via Facebook, Twitter, text, email, mobile phones, and landlines - however, you choose to receive them.

The success of Everbridge® relies on YOU. Having your latest contact information will ensure that we can contact you in an emergency. Please sign up below - it only takes about a minute to enroll! And don't worry, we will never sell or share your personal information with any third-party organizations.



<https://member.everbridge.net/index/431562608869452/#!/signup>

**Sign up for the Town of Pembroke Park's
Emergency Notification System
Free of Charge!**

This is your Town. Stay Involved!



@TownOfPembrokePark



www.tppfl.gov

TOWN COMMISSION MEETINGS

Regular Commission Meeting
2nd Wednesday of the month, 7:00 PM

Workshop Commission Meetings
4th Wednesday of the month, 6:00 PM

YOUTUBE CHANNEL INFO

YouTube.com - The Town Of Pembroke Park
For more information regarding Town Meetings, contact the
Town Clerk's Office at (954) 966-4600, extension 235.

* Schedule may change or be modified based on holidays.

From: Joy Brown Sent: Friday, August 19, 2022 5:57 AM To: Town Clerk; Joy Brown Cc: Suzi Reutlinger Subject: RE: Thank to Mayor GEOFFREY and David Howard Hello, I don't know why this email was sent to you. This was sent to me as well. Thanks, Joy Brown Executive Assistant to Chief of Police/ Commission/Event Coordinator, Town of Pembroke Park 954-966-4600 ext. 700|jbrown@pdtpfl.gov www.tppfl.gov 3150 SW 52nd Ave Pembroke Park, FL 33023

From: Town Clerk Sent: Thursday, August 18, 2022 5:04 PM To: Joy Brown Cc: Suzi Reutlinger Subject: FW: Thank to Mayor GEOFFREY and David Howard Hello, Please see below, the email is cut off. Do you know why this email was sent to me. Thanks, Marlen D. Martell, MPA, CMC, CFM Town Clerk Town of Pembroke Park 954.966.4600 ext. 235 | townclerk@tpfl.gov www.tppfl.gov 3150 SW 52nd Avenue, Pembroke Park, FL 33023

The Town of Pembroke Parks Clerk's Office is committed to serving the community as the Town's records custodian; Supervisor of Elections; assisting the public in accessing public documents and information; and to provide services in a timely, accurate and professional manner. Moving our Town forward

From: VirthA P Sent: Thursday, August 18, 2022 3:57 PM To: Town Clerk Subject: Fwd: Thank to Mayor GEOFFREY and David Howard ----- Forwarded message -----

From: VirthA P Date: Thu, Aug 18, 2022, 3:55 PM Subject: Thank to Mayor GEOFFREY and David Howard To: John Quincy Adams once said, " If your actions inspire others to dream more, learn more, do more and become more, you are a leader" and the actions of both Mayor Geoffrey Jacobs and David Howard did just that for myself and my nephew . My nephew has been in my guardianship since he was 2 years old. His mother made some poor choices in life and was unable to adequately care for him, although she is present in his life. Sadly, he has never known his father. Consequently, for the majority of his life, he was raised by me, his single aunt. As his aunt, like any parent/guardian, I have strived to instill in him good morals and values. However, he is a teenager and as a teen, coupled with predisposed trauma from both parents he is prone to peer pressure and influence. As a result, he made a poor decision that warranted a mirroring consequence. My nephew

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe. This email may contain confidential and privileged material for the sole use of the intended recipient. Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message. WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.



August 17, 2022

The Honorable Geoffrey Jacobs
Mayor, Town of Pembroke Park
3150 SW 2nd Avenue
Pembroke Park, Florida 33023

Dear Mayor Jacobs:

Congratulations on your re-election to the Board of Directors of the Florida League of Mayors! You have been elected to the At-Large District, to fill a two-year term that will end August 2024.

As always, I know we can count on you as we continue to strive to make the Florida League of Mayors an important voice in state and municipal affairs.

We will be scheduling upcoming events, as well as the next FLM Board of Directors Meeting, in the near future. Look for more details soon.

Please feel free to call on us at any time. We sincerely look forward to working with you throughout your term of office.

Sincerely,

C. Scott Dudley
FLM Executive Director