AGENDA
WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, January 24, 2024
Commission Chambers

		Page
1.	CALL TO ORDER	
2.	PLEDGE OF ALLEGIANCE	
3.	ROLL CALL	
4.	DELETIONS OR WITHDRAWALS TO THE AGENDA	
5.	PRESENTATIONS	
5.1.	Presentation - Legal Aid Service of Broward County Legal Aid Service of Broward County - Pdf	6 - 28
6.	REPORTS OF COMMITTEES AND TOWN STAFF	
6.1.	Fire Department - Chief Kane FIRE	29 - 43
7.	BUILDING DEPARTMENT - INTERIM BUILDING OFFICIAL PIZZILLO	
7.1.	Status Report for December BUILDING Pembroke Park December Status Report	44 - 45
8.	CODE COMPLIANCE - CHIEF CODE COMPLIANCE OFFICER RAMIREZ	
8.1.	Code Compliance Report - December 2023 Code Compliance Dept Report - Dec 2023 - Pdf	46 - 75
9.	FINANCE DEPARTMENT - CONSULTING FINANCE DIRECTOR DILENA	
9.1.	Audit Update Finance Memo FY2022 Audit Presentation AUDIT 2022	76 - 167
9.2.	S. Davis Contract Engagement Letter 2023	168 - 177
10.	HUMAN RESOURCES	
10.1.	RFQ #23-05 Town Attorney Services - bid opening date Tuesday, January 30, 2024 at 3:00 PM Proof of advertisement 23-05 REISSUED TOWN ATTORNEY NO MARK UP USE THIS ONE	178 - 196

10.2. RFP #24-01 Human Resources Consultant - bid opening date is Monday, February 5, 2024 at 3:00 PM 197 - 216
Proof of Advertisement
RFP 24-01 REVISED

10.3. Town Manager Recruitment 217 - 226
11 08 2023 Regular meeting 14 recruitment of Town Manager

11. POLICE DEPARTMENT - CHIEF DABNEY-DONOVAN

11.1. December Statistics and Updates 227 - 228
Agenda Item Report - AIR-24-003 - Pdf

11.2. Hallandale Beach PD Training Mutual Aid Draft Agreement 229 - 243

Discussion Item
Agenda Item Report - AIR-24-012 - Pdf

11.3. Miramar PD Use of Range 244 - 250

Discussion of this item.
Agenda Item Report - AIR-24-004 - Pdf

12. PUBLIC SERVICES DEPARTMENT - ACTING TOWN MANAGER/PUBLIC SERVICES DIRECTOR GHANY

12.1. Quarterly Update - Keith 251 - 298
S.W. 30th Street Forcemain Replacement - Update
Agenda Item Report - AIR-24-008 - Pdf
01 24 2024 KEITH 30th Avenue Presentation

12.2. Quarterly Update - Craig A. Smith & Associates 299 - 353
Sewer Master Plan
Agenda Item Report - AIR-24-006 - Pdf
08 10 2022 Regular meeting approved master plans
01 24 2024 SEWER Craig A Smith

12.3. Quarterly Update - Kimbley-Horn 354 - 404
Stormwater Master Plan
Agenda Item Report - AIR-24-005 - Pdf
01 24 2024 STORMWATER MASTER PLAN KIMBLEY HORN

12.4. Purchase of (2) new Ford F-150 pick up trucks - Acting Town Manager Ghany 405 - 419

Staff is recommending the approval for the purchase of two new pick up trucks for the Public Services Department.
Agenda Item Report - AIR-23-191 - Pdf
PS Revised Vehicle purchase added 01 24

12.5. Police Station Build Out - Change Order #4 420 - 426

We are recommending approval.
Agenda Item Report - AIR-24-014 - Pdf

12.6. Grant HMGP funding - project extension request 427 - 431
PS HMGP Letter
PS HMGP extension
PS HMGP budget increase

13. DISCUSSION

13.1. Items for Discussion: Commissioner Jacobs 432 - 500
Charter Review
Economic Development Study
Storm Water Master Plan
Sewer Master Plan
Human Resources Company
Town Attorney
FCCMA - Town Manager Update
Audit
JLAC
Office of Inspector General
Charter Review
Economic Development Study DRAFT

13.2. Letter to Commissioner Jacobs 501 - 503
Jacobs Letter

13.3. Discussion items: Vice Mayor Morrissette 504 - 628
Status of clubhouse in Linear park
Back up power for lift stations
Assistant for Commissioners
Undergrounding power lines
Bamboo Paradise Title Search Report and Backup
Bamboo Paradise Ownership Matters
Bamboo Paradise Lease Agreement
Linear Park survey proposal

13.4. Discussion on benefits - Acting Clerk Commissioner Musfika 629 - 709
Discussion on the time employees report to work
Town operating hours per the personnel manual
Agenda Item Report - AIR-23-052 - Pdf
2021 December EMPLOYEE HANDBOOK REVISED

13.5. Update Personnel Manual Policies - Mayor Mohammed 710 - 742
Hazard Pay
09 05 2023 REVISED INVESTIGATION
11 12 2022 Take Home Vehicles
12 14 2022 Paid Parental Leave Policy

12 14 2022 Volunteer Time Off
06 2022 Body Worn Cameras
PS Addition Pay Miramar
PS Additional pay Miami Dade County

13.6. Food Policy - Mayor Mohammed 743 - 744
Food policy 3

13.7. Items for Discussion - Mayor Mohammed 745 - 747
Master Parks Plan
Amphitheater

Parks Preserve Park Plan added 01 24

13.8. Approval of Commissioners and staff attending committees, boards and conferences - Mayor Mohammed 748 - 766
Women in Government
APAICS,
67th Annual Gala - Florida League of Cities
US Conference of Mayors
African American Mayors Association Annual Conference
Florida Institute of Government
Newly Elected Officials Course
Sister Cities International (SCI)
Law Enforcement - MEL Safety Institute
Online Learning Library
Florida League of Cities
Association of Floodplain Managers
Public Services - American Water Works Association - AWWA
Public Services - Florida Water Environment Association - FWEA
Public Services - American Public Works Association - APWA
Town Clerk - Florida City Clerks Association - FCCA
IT Conferences - FLGISA
Public Services Governor's Hurricane Conference
Finance Department - 118th Government Financial Officers Association Conference
FLC 2024 Calendar of events
PS Govenor Hurricane Conference Training
Finance GFOA Conference

14. TOWN CLERK UPDATES

14.1. Board applications and summary 767 - 771
Economic Parks and Youth history
Economic and Parks Application
Youth Advisory Board application

15. ATTORNEY COMMENTS

15.1. Form 6 Financial Disclosure 772 - 777

RESOLUTION NO. 2024-002

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID,** AND PROVIDING FOR AN EFFECTIVE DATE.

2024 002 Form 6 required by the State

16. TOWN MANAGER COMMENTS

17. COMMISSIONER COMMENTS

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

18. ANNOUNCEMENTS

18.1. Lake Forest Elementary Parent Family Engagement Plan 778 - 794

Lake Forest Elem Parent Family Engagement Plan

18.2. Regular Commission Meeting, Wednesday, February 14th, at 7:00 PM
Special Magistrate Hearing, Wednesday, February 21st at 9:00 AM
Workshop Commission Meeting, Wednesday, February 28th at 6:00 PM

19. 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

AGENDA ITEM REPORT

To:
Subject: Presentation - Legal Aid Service of Broward County
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Jan 24 2024
Department: Code
Staff Contact: Joseline Ramirez, Chief Code Enforcement Officer

ATTACHMENTS:
Legal Aid Broward County Services - April 2023 (003)

LEGAL AID SERVICE OF BROWARD COUNTY

WHAT WE DO

Legal Aid provides free access to justice for the underserved and vulnerable in Broward County. Every year, we provide critical assistance to thousands of individuals who otherwise could not afford to pay an attorney. Our mission is to provide high quality free civil legal advice, representation, and education to the disadvantaged of Broward County, so as to improve the lifestyle and living conditions in low-income communities and encourage self-sufficiency.

- Family Success Funding

This funding allows us to bring our services to local communities making it easier for everyone to access. This program is a collaboration of both Legal Aid and the Family Success centers, where LAS accepts referrals directly from the centers. The population of focus include individuals and families with income at or below 300% of the federal poverty level.

Family Success Centers

- Hepburn Multipurpose Center-750 NW 8th Ave. Hallandale, FL 33009
- Coral Springs Family Success-10077 NW 29th Street, Coral Springs, FL 33065
- Carver Ranches Family Success-4733 SW 18th Street, West Park, FL 33023
- Hispanic Unity-5840 Johnson St, Hollywood, FL 33021
- Family Success Central-900 NW 31st Avenue, Ste.3000, FT. Laud, 33311
- Family Success North-2011 NW 3rd Avenue, Pompano, FL 33060

Areas of Legal Service

- Children & Education
- Consumer Rights
- Homeless Prevention
- Homeless Legal Rights
- Immigration
- Veterans (Mission United)
- HIV/AIDS (Ryan White)
- Low-Income Tax Payer
- Victims of Crime (VOCA)
- Community ID
- Housing

CONSUMER

Our consumer law attorneys provide advice, education, pro-se assistance and representation regarding civil legal issues stemming from debt. Whether debt is due to loss of income, medical bills, victimization, aging, or other reasons, we may be able to assist with the following legal issues:

- **Third Party Debt Collection-** when an entity buys bad debt from the original creditor, or another party other than the original creditor, sues the debtor on the debt.
- **Wage or Bank Garnishment-**all cases
- **Expungement of criminal record-**any age client, we will review for eligibility, and if client is eligible under Florida Law, we assist with the necessary process.
- **Bankruptcy**- referral via BLC, even if they do not have a pending matter relating to above issues.
- **Homeowner/Condo Foreclosure (HOA/COA)-** clients who have been served a lawsuit.
- **Mortgage modification**
- **Real-Estate tax lien**
- **Driver license reinstatement-review** DL record to guide and assist, when possible, with reinstatement of already suspended/revoked DL. (we do not go to court for traffic tickets, etc..)
- **Auto repossession-** clients who were served a lawsuit regarding the balance on the loan.

HOUSING SERVICES

The attorneys at Legal Aid work to protect housing rights for low-income homeowners and tenants. Legal Aid will determine the best way to address the person's needs by providing advice and counsel, limited action, full representation, or referral to other organizations specializing in the specific subject area.

Our Focus

- Enforcing low-income tenant's rights
- Preventing foreclosures and evictions
- Preserving and increasing affordable housing
- Improving housing conditions

HOUSING SERVICES (cont.)

Low-Income Tenant Rights: We advance housing justice for low-income tenants and tenant groups by preventing evictions, preserving affordable housing, improving existing housing conditions and protecting low-income tenants' rights.

- Public and subsidized housing
- Evictions, Illegal lockout or utilities shut-off by landlords
- Tenant rights when renting from landlords in foreclosure or not paying HOA

Veterans Housing Rights: We provide extensive services to United States Veterans. Through collaborations with the United Way of Broward County and Operation Sacred Trust, our SSVF (Supportive Services for Veterans) Projects are available to assist Veterans facing homelessness or other issues which impact their housing.

HOUSING SERVICES (cont.)

Advice & Council Hotline: Low-income Broward residents can call our advice and counsel hotline at **954.736.2431**. Leave a message with your name, number, and a brief description of the legal issue. Calls are returned within 5 -7 business days. Assistance is subject to eligibility. We ONLY assist with the following issues;

- **Private landlord**-tenant disputes (such as pre-eviction, living conditions, security deposit issues), tenant living in a foreclosure property, notice of termination, notice of non-renewals.
- **Consumer Issues -** 1st Party debt collection and pre-foreclosure.
- **Family Law** – Enforcement of Child Support and Alimony, also advice on modifications of both upwards only.

Homeless Prevention Program

This program is in connection with Hope South Florida (HSF) and our goal is to prevent Individuals and/or Families from becoming homeless. Clients will start the process with HSF to determine if the qualify for the program and what services is necessary to prevent homelessness. To qualify, among other things, the household income of the individual or family can't exceed 200% of the established poverty level. Legal and support services will be provided by Legal Aid and/ or HSF at no cost.

How it works

- Connect with HSF-954-566-2311
- Case Evaluation-case manager will determine if they are in danger of homelessness
- Explore Legal Matters-HSF refers clients to LAS if legal assistance is needed.
- Partnership Services-HSF provides clients with support service, LAS provides them with legal services.

HOMELESS LEGAL RIGHTS

Our goal is to ensure that the homeless are treated with dignity, and that their legal rights are protected. The Homeless Legal Rights Project attorneys assist the homeless in the following areas:

- Public Benefits: (Social Security Disability Benefits, Supplemental Security Income (SSI), Advice/counsel for public and government benefits (food stamps, Medicaid, etc..)
- Immigration: Service limited to clients in homeless shelters such as; Freedom of information request, background checks, I-90 applications for replacement of green cards, replacement of Naturalization Certificates, and N-400 applications for naturalization.
- Family Law: Simple divorce, Child Support Modifications, Name changes (adults only), Service limited to clients in homeless shelters.
- Civil Rights: Ensuring Dignity and Respect, Legal Rights, Human Rights
- Driver's License: Advice and counsel for restoration of driving privilege
- Sealing/Expungement Law

MISSION UNITED VETERANS PROJECT

Our mission is to remove legal barriers to housing, healthcare, education, employment, and financial wellbeing for veterans. Through the assistance of pro bono attorneys, we provide legal services in the following areas:

- Family Law: Divorce, Paternity, Timesharing , and Child Support
- Veteran Specific: Discharge upgrades, Service connected disability appeals, Issues with VA healthcare enrollment, Overpayment waivers
- Other Legal Issues: Estate planning/probate, Bankruptcy, consumer debt, Foreclosure, Social Security, Disability appeals, Immigration/citizenship, Driver license suspensions, Others upon review

HIV/AIDS (Ryan White)

Legal Aid offers comprehensive legal services and representation to low-income residents of Broward County living with HIV. Our HIV Law Project is a Ryan White-funded legal advocacy program offering representation for eligible clients in the following areas:

- Advance Directives & Estate Planning: Designation of Health Care Surrogate, Living Wills & Trusts, Financial Power of Attorney
- Housing: Subsidized Housing rights, Eviction, Foreclosure, Tenant Rights and Lease Reviews
- Consumer Debt Consultation (not representation): Debt collection and judgment process, Bankruptcy, Garnishment

LOW-INCOME TAX PAYER

Legal Aid Service of Broward County provides free legal assistance to eligible residents of Broward County who are low-income tax payers. Our Low-Income Taxpayer Clinic serves the community in the following areas:

Areas of Service

- Disagreements with the Internal Revenue Service (IRS)
- Representation on federal tax controversies before the IRS
- Installment Agreements and Offers in Compromise
- Representation in the United States Tax Court and Appeals
- Innocent or Injured spouse claims
- Earned income credit disallowance
- Reviews, Examinations, Audits
- Collections, liens, levy

What We Don't Do

- We do not charge clients for services
- We do not assist in criminal cases
- We do not prepare or file tax returns
- We do not provide tax advice when there is no dispute with IRS

VICTIMS OF CRIME (VOCA)

Legal Aid Service of Broward County provides free civil legal services to eligible residents of Broward County who are victims of crime. We provide holistic legal services to victims of eligible non-intimate partner crimes such as:

- Abuse or neglect (child or adult)
- Abandonment or neglect
- Aggravated assault and battery
- Arson, burglary, robbery, theft, larceny
- Crime victim facing eviction/foreclosure, unlawful detainer action
- Child victims of abuse, bullying
- Financial crimes
- Forcible sexual offense and rape
- Hate crimes, mass violence
- Homicide
- Human trafficking (sex and labor)
- Identity theft, fraud, scams
- Child or adult sexual assault
- Restraining orders for the protection against stalking, repeat violence, sexual violence, and domestic violence

IMMIGRATION

We assist eligible immigrants and their families in applying for lawful immigration status, work permits, and permanent residence (green card), and in defending against deportation.

Our Focus

- **Children**: We represent immigrant children who have been abused, abandoned, or neglected, and who are living with a non-parental caregivers, unaccompanied minors (UAC) who entered the US without a parent or legal guardian.
- **Crime Victims**: We represent immigrant victims of domestic violence, human trafficking, and victims of other violent crimes.
- **Detainees**: We represent immigrant residents of Broward County who have been detained by Immigration & Customs Enforcement (ICE), or are in BSO custody with an ICE detainer
- We also litigate complex immigration cases and appeals before the immigration and federal courts. We provide referrals to Broward community organizations for counseling and other forms of support.

Broward Community ID

Many residents, including citizens, do not meet the requirements to receive a state-issued identification, which makes proving their identity for day-to-day activities a challenge. In 2021, the Board of County Commissioners of Broward County passed a resolution authorizing the issuance of Community IDs to Broward residents. There is a fee of $20.00 (cash only).

The Broward Community ID is a document that helps residents identify themselves to law enforcement, schools, banks, health centers, city departments, and social service agencies.

Must provide proof that you are a Broward Resident (one of the following)

- Utility bill (cable, water, electricity, gas, internet, phone)
- Rental agreement (if currently valid)
- Receipt for rent payment (only if it has the address)
- Bank or credit card statements
- Medical bill
- Homeless shelter letter

Limitations of the Broward Community ID card

- It is not a federal or state ID (and clearly notes this on the back of the card)
- It is not a driver's license
- It cannot be used to vote or board an airplane
- Does not entitle cardholders to any social welfare benefits
- Does not have any impact on an individual's immigration status

CHILDREN AND EDUCATION

Our Focus

- Enforcing children's rights, benefits, and services under state and federal law
- Protecting children who are victims of abuse, neglect or abandonment
- Representing youth involved in the juvenile justice system and/or the child welfare system
- Representing children with enforcing educational rights
- Counseling and representing children in the foster care system
- Collaborating with community partners for mutual service provision and systemic improvements
- Securing legal custody for children in kinship families

CHILDREN AND EDUCATION (cont.)

Education

Our **Education Legal Rights Project** (ELRP) enforces rights in education by providing free legal advocacy to students with special needs. This includes advocacy for student with learning, physical, mental, emotional, and/or behavioral disabilities pursuant to the Individuals with Disabilities Education Act to ensure their needs are met by the school system, youth in foster care and the child welfare system. We advocate for appropriate permanency through reunification with parents, permanent guardianships relatives, or adoptions."

Children in Foster Care

Funded by the Children's Services Council of Broward County, our Legal Supports Project provides free legal counseling and representation to children and youth in foster care. When appropriate, we advocate for reunifications with biological parents, permanent guardianships, or adoptions.

CHILDREN AND EDUCATION (cont.)

We provide free legal assistance to eligible relative and non-relative caregiver families raising children in Broward County.

- Collaborating with partner agencies to support stable placements.
- Securing legal Temporary Custody Orders for qualifying families.
- Securing adoptions for qualifying families.
- Securing Guardian Advocacies for and drafting wills, and creating trusts for qualifying families.
- Advocating for kinship families in securing public and legal immigration benefits.

HOW YOU CAN HELP

- Learn about the different ways Legal Aid can assist your clients
- Distribute our Legal Check-up to your clients
- Fax or email your client's completed Legal Server Check-up form to our program (954/736-2480)
- Provide your clients with our contact information even if it is not our designated day at your center. They can call us anytime during our regular business hours (954/765-8950). **Make sure clients let us know they are being referred by you**

CONTACT INFO

Legal Aid Service of Broward

491 N. State Road 7

Plantation, FL 33317

8:30am – 5pm

Main Line: 954-765-8950
Client referrals-954-355-6235 Erica Tolentino
Email: etolentino1@legalaid.org
Family Success Admin: Janina Evans- Direct Line: 954/736-2402
jevans@legalaid.org

Fax# 954/736-2480 (For Returning Completed Legal Check-Up Forms)

LEGAL AID
SERVICE OF BROWARD COUNTY

QUESTIONS/COMMENTS/SUGGESTIONS

LEGAL AID
SERVICE OF BROWARD COUNTY

	A	B	C	D	E	F	G	H	I	J
1	**INCIDENT NUMBER**	**INCIDENT TYPE**	**CITY**	**BEAT**	**INCIDENT DATE**	**FIRST UNIT DISPATCHED TIME**	**FIRST UNIT ARRIVED TIME**	**ROUTE CLOSED**	**INCIDENT**	**PRIMARY OFFICE**
2	FPK23120600002073	MENTAL ILLNESS	PK	27B	12/06/2023 12:00:19	12/06/2023 12:00:35	12/06/2023 12:08:34	12/06/2023 12:52:13	S20	RESCUE R27
3	FPK23120600002072	MENTAL ILLNESS	PK	27B	12/06/2023 11:50:22	12/06/2023 11:50:33	01/01/0001 00:00:00	12/06/2023 11:54:39	S20	RESCUE R27
4	FPK23122400002177	COMMERCIAL	PK	27B	12/24/2023 08:06:27	12/24/2023 08:07:02	12/24/2023 08:11:15	12/24/2023 08:30:14	S25CF	RESCUE R27
5	FPK23121900002140	ELECTRICAL UTILITY FIRE	PK	27B	12/19/2023 03:23:39	12/19/2023 03:23:50	12/19/2023 03:28:59	12/19/2023 03:37:43	S25EH	ENGINE E27
6	FPK23122400002176	ELEVATOR RESCUE	PK	27A	12/24/2023 01:43:20	12/24/2023 01:43:34	12/24/2023 01:50:02	12/24/2023 02:14:25	S25EV	ENGINE E27
7	FPK23123100002231	FUEL SPILL/FUEL	PK	27B	12/31/2023 17:01:11	12/31/2023 17:01:25	12/31/2023 17:06:28	12/31/2023 17:18:22	S25FS	ENGINE E27
8	FPK23121500002117	GAS LEAK/GAS	PK	27B	12/15/2023 11:03:36	12/15/2023 11:04:06	12/15/2023 11:10:03	12/15/2023 13:15:26	S25GL	RESCUE R27
9	FPK23120300002057	OUTSIDE FIRE	PK	27A	12/03/2023 21:52:27	12/03/2023 21:52:39	12/03/2023 21:59:52	12/03/2023 22:45:13	S25OF	ENGINE E7
10	FPK23122500002187	OUTSIDE FIRE	PK	27B	12/25/2023 08:02:44	12/25/2023 08:03:00	12/25/2023 08:05:45	12/25/2023 08:36:32	S25OF	ENGINE E27
11	FPK23123100002237	OUTSIDE FIRE	PK	27A	12/31/2023 22:32:14	12/31/2023 22:32:37	12/31/2023 22:44:11	12/31/2023 23:12:37	S25OF	ENGINE E27
12	FPK23122500002185	RESIDENTIAL FIRE	PK	27B	12/25/2023 04:03:12	12/25/2023 04:03:43	12/25/2023 04:13:02	12/25/2023 04:20:01	S25RS	ENGINE E27
13	FPK23122600002192	RESIDENTIAL FIRE	PK	27A	12/26/2023 04:44:46	12/26/2023 04:45:02	12/26/2023 04:51:23	12/26/2023 05:09:28	S25RS	RESCUE R27
14	FPK23122400002178	VEHICLE FIRE	HW	27B	12/24/2023 08:13:14	01/01/0001 00:00:00	01/01/0001 00:00:00	12/24/2023 08:13:49	S25VF	

	A	B	C	D	E	F	G	H	I	J
15	FPK231205 00002069	ASSAULT	PK	27B	12/05/2023 21:19:28	12/05/2023 21:19:53	12/05/2023 21:25:32	12/05/2023 22:04:49	S31IJ	RESCUE R27
16	FPK231225 00002188	ASSAULT	PK	27A	12/25/2023 13:34:18	12/25/2023 13:34:47	12/25/2023 13:35:49	12/25/2023 13:44:51	S31IJ	RESCUE R27
17	FPK231204 00002064	DOMESTIC DISTURBAN	PK	27B	12/04/2023 21:58:13	12/04/2023 21:58:26	12/04/2023 22:04:11	12/04/2023 22:10:14	S38IJ	RESCUE R27
18	FPK231220 00002147	HIT & RUN ON	PK	27Y1	12/20/2023 09:51:35	12/20/2023 09:52:09	12/20/2023 09:56:18	12/20/2023 10:07:28	S3H	RESCUE R232
19	FPK231214 00002110	HIT AND RUN WITH	PK	27A	12/14/2023 16:18:54	12/14/2023 16:19:12	12/14/2023 16:22:22	12/14/2023 17:25:30	S3I	RESCUE R27
20	FPK231215 00002116	FIRE ALARM -	PK	27B	12/15/2023 10:33:47	12/15/2023 10:34:02	01/01/0001 00:00:00	12/15/2023 10:40:42	S49CF	QUINT Q7
21	FPK231221 00002152	FIRE ALARM -	PK	27B	12/21/2023 08:09:38	12/21/2023 08:09:53	12/21/2023 08:15:17	12/21/2023 08:25:36	S49CF	ENGINE E27
22	FPK231229 00002211	FIRE ALARM -	PK	27B	12/29/2023 09:35:15	12/29/2023 09:35:26	12/29/2023 09:40:28	12/29/2023 09:50:40	S49CF	ENGINE E27
23	FPK231230 00002219	FIRE ALARM -	PK	27B	12/30/2023 02:35:01	12/30/2023 02:35:44	01/01/0001 00:00:00	12/30/2023 02:38:24	S49CF	ENGINE E7
24	FPK231229 00002216	FIRE ALARM	PK	27B	12/29/2023 21:22:49	12/29/2023 21:22:59	12/29/2023 21:28:59	12/29/2023 21:35:10	S49F	ENGINE E27
25	FPK231222 00002163	FIRE ALARM -	PK	27A	12/22/2023 19:06:00	12/22/2023 19:06:18	12/22/2023 19:13:10	12/22/2023 19:43:26	S49RS	ENGINE E27
26	FPK231230 00002222	FIRE ALARM -	PK	27A	12/30/2023 11:17:29	12/30/2023 11:17:50	12/30/2023 11:25:02	12/30/2023 11:26:14	S49RS	ENGINE E27
27	FPK231208 00002083	ACCIDENT ROLLOVER	PK	27B	12/08/2023 21:43:44	12/08/2023 21:44:03	12/08/2023 21:47:18	12/08/2023 22:35:43	S4E	RESCUE R27
28	FPK231201 00002045	ACCIDENT HIGHWAY	PK	27Y2	12/01/2023 18:33:52	12/01/2023 18:34:13	12/01/2023 18:41:37	12/01/2023 19:18:24	S4H	RESCUE R27

	A	B	C	D	E	F	G	H	I	J
29	FPK231201 00002046	ACCIDENT HIGHWAY	PK	27Y1	12/01/2023 18:40:45	12/01/2023 18:41:22	12/01/2023 18:43:07	12/01/2023 19:38:58	S4H	RESCUE R227
30	FPK231208 00002078	ACCIDENT HIGHWAY	PK	27Y1	12/08/2023 04:58:06	12/08/2023 04:58:30	12/08/2023 05:06:29	12/08/2023 05:55:28	S4H	RESCUE R27
31	FPK231208 00002082	ACCIDENT HIGHWAY	PK	27Y2	12/08/2023 20:14:06	12/08/2023 20:14:38	12/08/2023 20:23:14	12/08/2023 20:34:32	S4H	RESCUE R27
32	FPK231209 00002090	ACCIDENT HIGHWAY	PK	27Y2	12/09/2023 23:44:05	12/09/2023 23:44:34	12/09/2023 23:58:05	12/10/2023 00:01:20	S4H	RESCUE R27
33	FPK231210 00002091	ACCIDENT HIGHWAY	PK	27Y2	12/10/2023 01:48:31	12/10/2023 01:48:55	01/01/0001 00:00:00	12/10/2023 02:01:17	S4H	RESCUE R27
34	FPK231214 00002105	ACCIDENT HIGHWAY	PK	27Y1	12/14/2023 07:57:48	12/14/2023 07:58:29	12/14/2023 08:05:45	12/14/2023 08:21:02	S4H	RESCUE R7
35	FPK231214 00002107	ACCIDENT HIGHWAY	PK	27Y2	12/14/2023 09:35:50	12/14/2023 09:38:06	12/14/2023 09:42:35	12/14/2023 09:51:12	S4H	RESCUE R27
36	FPK231214 00002112	ACCIDENT HIGHWAY	PK	27Y2	12/14/2023 23:52:40	12/14/2023 23:53:32	12/14/2023 23:59:58	12/15/2023 00:56:55	S4H	RESCUE R27
37	FPK231214 00002104	ACCIDENT HIGHWAY	PK	27Y1	12/14/2023 07:32:09	12/14/2023 07:32:39	01/01/0001 00:00:00	12/14/2023 07:35:31	S4H	RESCUE R27
38	FPK231215 00002115	ACCIDENT HIGHWAY	PK	27Y2	12/15/2023 08:40:16	12/15/2023 08:40:40	01/01/0001 00:00:00	12/15/2023 08:45:59	S4H	RESCUE R227
39	FPK231216 00002124	ACCIDENT HIGHWAY	PK	27Y1	12/16/2023 06:54:15	12/16/2023 06:54:34	12/16/2023 07:03:48	12/16/2023 07:16:18	S4H	RESCUE R27
40	FPK231205 00002065	ACCIDENT HIGHWAY	PK	27Y2	12/05/2023 08:01:29	12/05/2023 08:02:48	12/05/2023 08:09:49	12/05/2023 08:12:19	S4H	RESCUE R27
41	FPK231216 00002127	ACCIDENT HIGHWAY	PK	27Y2	12/16/2023 17:34:35	01/01/0001 00:00:00	01/01/0001 00:00:00	12/16/2023 17:52:38	S4H	
42	FPK231216 00002126	ACCIDENT HIGHWAY	PK	27Y2	12/16/2023 17:31:19	12/16/2023 17:31:43	12/16/2023 17:46:26	12/16/2023 18:18:45	S4H	RESCUE R27

	A	B	C	D	E	F	G	H	I	J
43	FPK231214 00002109	ACCIDENT HIGHWAY	PK	27Y2	12/14/2023 13:35:55	12/14/2023 13:36:19	12/14/2023 13:41:19	12/14/2023 14:11:48	S4H	RESCUE R27
44	FPK231215 00002113	ACCIDENT HIGHWAY	PK	27Y2	12/15/2023 02:03:42	12/15/2023 02:04:29	12/15/2023 02:11:53	12/15/2023 02:55:00	S4H	RESCUE R27
45	FPK231217 00002130	ACCIDENT HIGHWAY	PK	27Y1	12/17/2023 02:27:11	12/17/2023 02:27:51	12/17/2023 02:36:02	12/17/2023 03:05:02	S4H	RESCUE R27
46	FPK231211 00002097	ACCIDENT HIGHWAY	PK	27Y2	12/11/2023 11:38:31	12/11/2023 11:39:15	12/11/2023 11:46:06	12/11/2023 11:58:23	S4H	RESCUE R27
47	FPK231221 00002156	ACCIDENT HIGHWAY	PK	27Y2	12/21/2023 12:16:11	12/21/2023 12:16:48	12/21/2023 12:27:34	12/21/2023 12:53:42	S4H	RESCUE R227
48	FPK231222 00002160	ACCIDENT HIGHWAY	PK	27Y1	12/22/2023 15:10:31	12/22/2023 15:10:55	12/22/2023 15:18:22	12/22/2023 15:20:00	S4H	RESCUE R27
49	FPK231216 00002122	ACCIDENT HIGHWAY	PK	27Y1	12/16/2023 02:52:37	12/16/2023 02:53:02	12/16/2023 03:01:22	12/16/2023 03:38:37	S4H	RESCUE R27
50	FPK231226 00002191	ACCIDENT HIGHWAY	PK	27Y1	12/26/2023 02:21:19	12/26/2023 02:21:46	01/01/0001 00:00:00	12/26/2023 02:33:35	S4H	RESCUE R27
51	FPK231226 00002200	ACCIDENT HIGHWAY	PK	27Y1	12/26/2023 17:09:06	12/26/2023 17:09:17	12/26/2023 17:16:05	12/26/2023 17:47:23	S4H	ENGINE E27
52	FPK231228 00002209	ACCIDENT HIGHWAY	PK	27Y1	12/28/2023 14:04:34	12/28/2023 14:04:52	12/28/2023 14:11:04	12/28/2023 14:25:38	S4H	RESCUE R27
53	FPK231229 00002212	ACCIDENT HIGHWAY	PK	27Y1	12/29/2023 12:17:59	12/29/2023 12:18:17	12/29/2023 12:25:56	12/29/2023 12:34:31	S4H	RESCUE R27
54	FPK231226 00002190	ACCIDENT HIGHWAY	HW	27Y2	12/26/2023 00:50:40	12/26/2023 00:50:58	01/01/0001 00:00:00	12/26/2023 00:54:53	S4H	RESCUE R27
55	FPK231204 00002062	ACCIDENT WITH	PK	27B	12/04/2023 12:23:11	12/04/2023 12:23:28	12/04/2023 12:29:05	12/04/2023 13:35:01	S4I	RESCUE R27
56	FPK231208 00002080	ACCIDENT WITH	PK	27B	12/08/2023 11:22:30	12/08/2023 11:22:48	12/08/2023 11:27:29	12/08/2023 11:34:34	S4I	RESCUE R27

	A	B	C	D	E	F	G	H	I	J
57	FPK231209 00002085	ACCIDENT WITH	PK	27Y1	12/09/2023 06:14:11	12/09/2023 06:14:29	12/09/2023 06:24:27	12/09/2023 07:12:21	S4I	RESCUE R27
58	FPK231215 00002119	ACCIDENT WITH	PK	27B	12/15/2023 11:30:41	12/15/2023 11:30:58	12/15/2023 11:38:57	12/15/2023 11:39:37	S4I	RESCUE R60
59	FPK231216 00002121	ACCIDENT WITH	HW	27B	12/16/2023 00:47:50	12/16/2023 00:48:15	01/01/0001 00:00:00	12/16/2023 00:50:03	S4I	RESCUE R27
60	FPK231216 00002120	ACCIDENT WITH	PK	27B	12/16/2023 00:37:17	12/16/2023 00:37:45	01/01/0001 00:00:00	12/16/2023 00:39:36	S4I	RESCUE R27
61	FPK231216 00002128	ACCIDENT WITH	PK	27A	12/16/2023 22:25:46	12/16/2023 22:25:57	12/16/2023 22:36:54	12/16/2023 23:26:20	S4I	RESCUE R27
62	FPK231218 00002139	ACCIDENT WITH	PK	27A	12/18/2023 23:22:46	12/18/2023 23:23:00	12/18/2023 23:28:20	12/18/2023 23:33:14	S4I	RESCUE R27
63	FPK231221 00002150	ACCIDENT WITH	PK	27B	12/21/2023 00:12:56	01/01/0001 00:00:00	01/01/0001 00:00:00	12/21/2023 00:15:24	S4I	
64	FPK231222 00002161	ACCIDENT WITH	PK	27A	12/22/2023 17:01:54	12/22/2023 17:02:15	12/22/2023 17:07:43	12/22/2023 17:23:11	S4I	RESCUE R27
65	FPK231223 00002166	ACCIDENT WITH	PK	27B	12/23/2023 06:21:17	01/01/0001 00:00:00	01/01/0001 00:00:00	12/23/2023 06:22:08	S4I	
66	FPK231223 00002168	ACCIDENT WITH	PK	27B	12/23/2023 10:55:31	12/23/2023 10:55:51	12/23/2023 11:02:45	12/23/2023 11:38:18	S4I	RESCUE R27
67	FPK231222 00002159	ACCIDENT WITH	PK	27B	12/22/2023 13:56:09	12/22/2023 13:56:31	12/22/2023 14:01:09	12/22/2023 14:46:43	S4I	RESCUE R27
68	FPK231227 00002204	ACCIDENT WITH	PK	27B	12/27/2023 15:11:45	12/27/2023 15:11:57	12/27/2023 15:16:38	12/27/2023 16:00:34	S4I	RESCUE R90
69	FPK231231 00002228	ACCIDENT WITH	PK	27A	12/31/2023 14:12:32	12/31/2023 14:12:54	12/31/2023 14:17:25	12/31/2023 14:20:58	S4I	RESCUE R27
70	FPK231229 00002213	ACCIDENT WITH	PK	27B	12/29/2023 14:28:35	12/29/2023 14:28:51	12/29/2023 14:32:36	12/29/2023 15:16:27	S4I	RESCUE R27

	A	B	C	D	E	F	G	H	I	J
71	FPK231229 00002217	ACCIDENT WITH	PK	27B	12/29/2023 22:24:11	12/29/2023 22:26:12	12/29/2023 22:30:49	12/29/2023 22:44:51	S4I	RESCUE R27
72	FPK231227 00002206	ACCIDENT WITH	PK	27B	12/27/2023 20:38:51	12/27/2023 20:39:06	12/27/2023 20:43:05	12/27/2023 20:57:50	S4I	RESCUE R27
73	FPK231226 00002199	ABDOMINAL PAIN	PK	27B	12/26/2023 16:53:53	12/26/2023 16:54:09	12/26/2023 16:59:54	12/26/2023 17:40:40	S67AP	RESCUE R27
74	FPK231229 00002214	ABDOMINAL PAIN	PK	27B	12/29/2023 15:13:49	12/29/2023 15:14:06	12/29/2023 15:20:44	12/29/2023 16:07:20	S67AP	RESCUE R7
75	FPK231201 00002043	CHEST PAINS NON-	PK	27A	12/01/2023 03:13:36	12/01/2023 03:13:54	12/01/2023 03:21:02	12/01/2023 04:16:03	S67CP	RESCUE R227
76	FPK231206 00002070	CHEST PAINS NON-	PK	27A	12/06/2023 03:54:25	12/06/2023 03:54:40	12/06/2023 04:02:21	12/06/2023 04:53:01	S67CP	RESCUE R27
77	FPK231210 00002095	CHEST PAINS NON-	PK	27A	12/10/2023 22:37:16	12/10/2023 22:37:27	12/10/2023 22:45:17	12/10/2023 23:12:11	S67CP	RESCUE R227
78	FPK231219 00002142	CHEST PAINS NON-	PK	27A	12/19/2023 15:43:42	12/19/2023 15:43:55	12/19/2023 15:52:40	12/19/2023 16:57:12	S67CP	RESCUE R27
79	FPK231222 00002164	CHEST PAINS NON-	PK	27B	12/22/2023 20:52:28	12/22/2023 20:52:59	12/22/2023 21:00:29	12/22/2023 21:31:44	S67CP	RESCUE R27
80	FPK231224 00002175	CHEST PAINS NON-	PK	27A	12/24/2023 01:34:37	12/24/2023 01:35:00	12/24/2023 01:40:44	12/24/2023 02:27:19	S67CP	RESCUE R227
81	FPK231223 00002169	CHEST PAINS NON-	PK	27B	12/23/2023 14:46:11	12/23/2023 14:46:26	12/23/2023 14:51:25	12/23/2023 15:10:58	S67CP	RESCUE R27
82	FPK231226 00002193	CHEST PAINS NON-	PK	27A	12/26/2023 08:18:39	12/26/2023 08:19:10	12/26/2023 08:25:05	12/26/2023 09:04:09	S67CP	RESCUE R227
83	FPK231230 00002223	CHEST PAINS NON-	PK	27B	12/30/2023 15:44:35	12/30/2023 15:44:51	12/30/2023 15:51:42	12/30/2023 16:41:17	S67CP	RESCUE R27
84	FPK231221 00002155	CARDIAC/RESPIRATORY	PK	27A	12/21/2023 12:02:52	01/01/0001 00:00:00	01/01/0001 00:00:00	12/21/2023 12:03:40	S67CR	

	A	B	C	D	E	F	G	H	I	J
85	FPK231230 00002224	CARDIAC/RE SPIRATORY	PK	27A	12/30/2023 16:59:55	12/30/2023 17:00:43	12/30/2023 17:06:18	12/30/2023 18:24:17	S67CR	RESCUE R227
86	FPK231209 00002086	DIABETIC	PK	27A	12/09/2023 10:12:49	12/09/2023 10:13:14	12/09/2023 10:15:21	12/09/2023 11:15:30	S67DB	RESCUE R27
87	FPK231225 00002183	DIABETIC	PK	27A	12/25/2023 01:25:28	12/25/2023 01:25:40	12/25/2023 01:32:21	12/25/2023 02:12:16	S67DB	RESCUE R27
88	FPK231219 00002145	FALL NO INJURY	PK	27A	12/19/2023 22:23:13	12/19/2023 22:23:30	12/19/2023 22:30:51	12/19/2023 22:41:38	S67F	ENGINE E27
89	FPK231219 00002143	FALL NO INJURY	PK	27A	12/19/2023 17:12:58	12/19/2023 17:13:10	12/19/2023 17:21:39	12/19/2023 18:05:30	S67F	ENGINE E27
90	FPK231225 00002184	FALL NO INJURY	PK	27B	12/25/2023 03:46:58	12/25/2023 03:47:06	12/25/2023 03:59:41	12/25/2023 05:03:32	S67F	RESCUE R27
91	FPK231217 00002133	FALL NO INJURY	PK	27A	12/17/2023 22:29:14	12/17/2023 22:29:52	12/17/2023 22:38:26	12/17/2023 23:32:06	S67F	ENGINE E27
92	FPK231231 00002225	FALL NO INJURY	PK	27A	12/31/2023 00:51:53	12/31/2023 00:52:22	12/31/2023 00:59:15	12/31/2023 01:09:13	S67F	ENGINE E27
93	FPK231201 00002044	FALL INJURY	PK	27A	12/01/2023 08:24:22	12/01/2023 08:24:33	12/01/2023 08:30:47	12/01/2023 09:09:23	S67FI	RESCUE R27
94	FPK231204 00002058	FALL INJURY	PK	27B	12/04/2023 05:41:17	12/04/2023 05:41:32	12/04/2023 05:51:01	12/04/2023 06:50:23	S67FI	RESCUE R27
95	FPK231204 00002059	FALL INJURY	PK	27B	12/04/2023 07:35:34	12/04/2023 07:35:55	12/04/2023 07:41:07	12/04/2023 08:26:31	S67FI	RESCUE R27
96	FPK231204 00002060	FALL INJURY	PK	27A	12/04/2023 08:31:56	12/04/2023 08:32:14	12/04/2023 08:34:31	12/04/2023 09:16:48	S67FI	RESCUE R27
97	FPK231207 00002075	FALL INJURY	PK	27A	12/07/2023 06:59:21	12/07/2023 06:59:34	12/07/2023 07:05:15	12/07/2023 08:00:45	S67FI	RESCUE R27
98	FPK231208 00002079	FALL INJURY	PK	27A	12/08/2023 08:02:58	12/08/2023 08:03:27	12/08/2023 08:10:49	12/08/2023 09:02:12	S67FI	ENGINE E27

	A	B	C	D	E	F	G	H	I	J
99	FPK231209 00002088	FALL INJURY	PK	27A	12/09/2023 18:44:27	12/09/2023 18:44:45	01/01/0001 00:00:00	12/09/2023 19:03:46	S67FI	RESCUE R27
100	FPK231212 00002100	FALL INJURY	PK	27A	12/12/2023 12:57:57	12/12/2023 12:58:14	12/12/2023 13:02:16	12/12/2023 13:31:24	S67FI	RESCUE R27
101	FPK231213 00002101	FALL INJURY	PK	27B	12/13/2023 06:32:46	12/13/2023 06:32:54	12/13/2023 06:40:52	12/13/2023 07:13:23	S67FI	RESCUE R27
102	FPK231211 00002096	FALL INJURY	PK	27A	12/11/2023 06:49:34	12/11/2023 06:49:52	12/11/2023 06:56:25	12/11/2023 07:36:21	S67FI	RESCUE R27
103	FPK231214 00002108	FALL INJURY	PK	27B	12/14/2023 10:37:41	12/14/2023 10:38:40	12/14/2023 10:50:22	12/14/2023 11:59:28	S67FI	QUINT Q7
104	FPK231207 00002076	FALL INJURY	PK	27B	12/07/2023 14:22:10	12/07/2023 14:22:21	12/07/2023 14:27:46	12/07/2023 15:13:06	S67FI	RESCUE R27
105	FPK231217 00002132	FALL INJURY	PK	27A	12/17/2023 18:03:29	12/17/2023 18:03:52	12/17/2023 18:08:44	12/17/2023 18:46:29	S67FI	RESCUE R27
106	FPK231223 00002167	FALL INJURY	PK	27A	12/23/2023 07:35:48	12/23/2023 07:35:56	12/23/2023 07:41:48	12/23/2023 07:49:26	S67FI	RESCUE R27
107	FPK231223 00002174	FALL INJURY	PK	27A	12/23/2023 22:42:59	12/23/2023 22:43:16	12/23/2023 22:49:12	12/23/2023 23:28:02	S67FI	RESCUE R27
108	FPK231224 00002179	FALL INJURY	PK	27A	12/24/2023 10:15:46	12/24/2023 10:16:06	12/24/2023 10:21:59	12/24/2023 11:25:50	S67FI	RESCUE R27
109	FPK231223 00002173	FALL INJURY	PK	27A	12/23/2023 21:37:44	12/23/2023 21:37:58	12/23/2023 21:43:08	12/23/2023 22:23:45	S67FI	RESCUE R27
110	FPK231225 00002186	FALL INJURY	PK	27A	12/25/2023 05:16:41	12/25/2023 05:17:07	12/25/2023 05:22:23	12/25/2023 05:58:10	S67FI	RESCUE R27
111	FPK231225 00002189	FALL INJURY	PK	27A	12/25/2023 21:21:35	12/25/2023 21:21:57	12/25/2023 21:28:57	12/25/2023 22:04:51	S67FI	RESCUE R27
112	FPK231223 00002170	FALL INJURY	PK	27A	12/23/2023 15:49:09	12/23/2023 15:49:34	12/23/2023 15:54:02	12/23/2023 16:13:48	S67FI	RESCUE R27

	A	B	C	D	E	F	G	H	I	J
113	FPK23122600002201	FALL INJURY	PK	27A	12/26/2023 17:46:00	12/26/2023 17:46:05	12/26/2023 17:51:24	12/26/2023 18:06:06	S67FI	RESCUE R27
114	FPK23122700002203	FALL INJURY	PK	27B	12/27/2023 11:55:30	12/27/2023 11:56:15	01/01/0001 00:00:00	12/27/2023 12:59:20	S67FI	RESCUE R27
115	FPK23122800002207	FALL INJURY	PK	27A	12/28/2023 10:06:01	12/28/2023 10:06:12	12/28/2023 10:15:28	12/28/2023 11:17:18	S67FI	RESCUE R27
116	FPK23123100002226	FALL INJURY	PK	27A	12/31/2023 06:37:04	12/31/2023 06:38:31	12/31/2023 06:45:35	12/31/2023 07:31:38	S67FI	RESCUE R27
117	FPK23122600002198	FALL INJURY	PK	27A	12/26/2023 15:18:25	12/26/2023 15:18:38	12/26/2023 15:24:15	12/26/2023 15:54:31	S67FI	RESCUE R27
118	FPK23120600002074	HEMORRHAGE OR	PK	27A	12/06/2023 17:44:10	12/06/2023 17:44:21	12/06/2023 17:51:00	12/06/2023 18:23:41	S67HM	RESCUE R27
119	FPK23120900002087	HEMORRHAGE OR	PK	27B	12/09/2023 15:43:28	12/09/2023 15:43:36	12/09/2023 15:51:59	12/09/2023 16:20:41	S67HM	RESCUE R27
120	FPK23120900002089	HEMORRHAGE OR	PK	27B	12/09/2023 21:37:13	12/09/2023 21:38:09	12/09/2023 21:45:15	12/09/2023 21:49:20	S67HM	RESCUE R27
121	FPK23121900002144	HEMORRHAGE OR	PK	27A	12/19/2023 18:57:20	12/19/2023 18:57:29	12/19/2023 19:03:55	12/19/2023 19:42:54	S67HM	RESCUE R27
122	FPK23120300002056	HEART PROBLEMS	PK	27B	12/03/2023 21:25:58	12/03/2023 21:26:07	12/03/2023 21:33:52	12/03/2023 22:31:52	S67HP	RESCUE R27
123	FPK23122000002148	HEART PROBLEMS	PK	27A	12/20/2023 15:03:52	12/20/2023 15:04:08	12/20/2023 15:10:55	12/20/2023 15:48:29	S67HP	RESCUE R27
124	FPK23123100002236	HEART PROBLEMS	PK	27A	12/31/2023 21:47:48	12/31/2023 21:48:02	12/31/2023 21:52:37	12/31/2023 22:54:14	S67HP	RESCUE R227
125	FPK23123100002238	HEART PROBLEMS	PK	27A	12/31/2023 22:37:05	12/31/2023 22:37:14	12/31/2023 22:46:52	12/31/2023 23:50:33	S67HP	RESCUE R90
126	FPK23122600002197	INJURY	PK	27B	12/26/2023 12:21:31	12/26/2023 12:21:47	01/01/0001 00:00:00	12/26/2023 13:14:16	S67IJ	RESCUE R27

	A	B	C	D	E	F	G	H	I	J
127	FPK231217 00002129	OVERDOSE OR	PK	27A	12/17/2023 00:49:57	12/17/2023 00:50:28	12/17/2023 00:59:35	12/17/2023 02:05:14	S67OD	RESCUE R27
128	FPK231224 00002182	OVERDOSE OR	PK	27B	12/24/2023 22:25:42	12/24/2023 22:25:52	12/24/2023 22:32:17	12/24/2023 23:28:16	S67OD	RESCUE R27
129	FPK231231 00002234	OVERDOSE OR	PK	27A	12/31/2023 20:36:16	12/31/2023 20:36:26	12/31/2023 20:41:43	12/31/2023 21:31:44	S67OD	RESCUE R27
130	FPK231201 00002042	UNCONSCIOUS OR	PK	27B	12/01/2023 00:06:34	12/01/2023 00:06:45	12/01/2023 00:15:06	12/01/2023 00:51:51	S67PO	RESCUE R27
131	FPK231201 00002047	UNCONSCIOUS OR	PK	27A	12/01/2023 23:39:55	12/01/2023 23:40:10	12/01/2023 23:46:03	12/02/2023 00:27:25	S67PO	RESCUE R227
132	FPK231202 00002049	UNCONSCIOUS OR	PK	27B	12/02/2023 13:29:43	12/02/2023 13:30:04	12/02/2023 13:34:16	12/02/2023 14:02:59	S67PO	RESCUE R27
133	FPK231203 00002051	UNCONSCIOUS OR	PK	27B	12/03/2023 02:56:38	12/03/2023 02:56:56	12/03/2023 03:07:55	12/03/2023 03:22:06	S67PO	RESCUE R27
134	FPK231203 00002054	UNCONSCIOUS OR	PK	27A	12/03/2023 10:21:13	12/03/2023 10:21:28	12/03/2023 10:28:53	12/03/2023 11:27:56	S67PO	RESCUE R227
135	FPK231204 00002063	UNCONSCIOUS OR	PK	27A	12/04/2023 12:31:00	12/04/2023 12:31:16	12/04/2023 12:40:19	12/04/2023 12:58:38	S67PO	RESCUE R31
136	FPK231205 00002068	UNCONSCIOUS OR	PK	27B	12/05/2023 13:12:39	12/05/2023 13:12:53	12/05/2023 13:18:56	12/05/2023 14:01:54	S67PO	RESCUE R27
137	FPK231206 00002071	UNCONSCIOUS OR	PK	27B	12/06/2023 10:15:45	12/06/2023 10:16:02	12/06/2023 10:23:02	12/06/2023 11:14:50	S67PO	RESCUE R27
138	FPK231213 00002102	UNCONSCIOUS OR	PK	27A	12/13/2023 17:46:49	12/13/2023 17:47:10	12/13/2023 17:56:17	12/13/2023 18:42:00	S67PO	RESCUE R227
139	FPK231216 00002125	UNCONSCIOUS OR	PK	27B	12/16/2023 09:09:11	12/16/2023 09:09:34	12/16/2023 09:15:41	12/16/2023 09:55:32	S67PO	RESCUE R27
140	FPK231218 00002135	UNCONSCIOUS OR	PK	27A	12/18/2023 10:26:26	12/18/2023 10:26:39	12/18/2023 10:35:56	12/18/2023 11:31:41	S67PO	RESCUE R7

	A	B	C	D	E	F	G	H	I	J
141	FPK231218 00002136	UNCONSCIOUS OR	PK	27A	12/18/2023 16:07:19	12/18/2023 16:07:29	12/18/2023 16:15:20	12/18/2023 16:34:03	S67PO	RESCUE R227
142	FPK231215 00002118	UNCONSCIOUS OR	PK	27A	12/15/2023 11:05:59	12/15/2023 11:06:17	12/15/2023 11:10:46	12/15/2023 11:46:16	S67PO	RESCUE R7
143	FPK231221 00002153	UNCONSCIOUS OR	PK	27A	12/21/2023 10:03:51	12/21/2023 10:04:04	12/21/2023 10:07:01	12/21/2023 10:57:37	S67PO	RESCUE R227
144	FPK231224 00002181	UNCONSCIOUS OR	PK	27A	12/24/2023 17:09:14	12/24/2023 17:09:24	12/24/2023 17:14:46	12/24/2023 17:57:52	S67PO	RESCUE R27
145	FPK231210 00002093	UNCONSCIOUS OR	PK	27A	12/10/2023 14:50:57	12/10/2023 14:51:08	12/10/2023 14:56:34	12/10/2023 16:04:00	S67PO	RESCUE R227
146	FPK231227 00002205	UNCONSCIOUS OR	PK	27Y2	12/27/2023 15:36:22	12/27/2023 15:36:38	01/01/0001 00:00:00	12/27/2023 15:49:08	S67PO	RESCUE R17
147	FPK231231 00002227	UNCONSCIOUS OR	WP	27A	12/31/2023 09:35:58	12/31/2023 09:37:20	01/01/0001 00:00:00	12/31/2023 09:41:14	S67PO	RESCUE R227
148	FPK231231 00002239	UNCONSCIOUS OR	PK	27A	12/31/2023 22:51:09	12/31/2023 22:51:25	12/31/2023 22:58:34	12/31/2023 23:47:13	S67PO	RESCUE R7
149	FPK231202 00002048	SICK PERSON	PK	27A	12/02/2023 10:42:02	12/02/2023 10:42:11	12/02/2023 10:48:33	12/02/2023 11:30:19	S67SP	RESCUE R27
150	FPK231205 00002066	SICK PERSON	PK	27A	12/05/2023 12:39:24	12/05/2023 12:39:35	12/05/2023 12:45:30	12/05/2023 13:44:24	S67SP	RESCUE R27
151	FPK231204 00002061	SICK PERSON	PK	27B	12/04/2023 11:32:26	12/04/2023 11:32:40	12/04/2023 11:40:55	12/04/2023 12:16:24	S67SP	RESCUE R27
152	FPK231208 00002081	SICK PERSON	PK	27B	12/08/2023 13:14:25	12/08/2023 13:15:37	12/08/2023 13:21:49	12/08/2023 13:49:35	S67SP	RESCUE R27
153	FPK231210 00002092	SICK PERSON	PK	27A	12/10/2023 11:22:18	12/10/2023 11:23:37	12/10/2023 11:30:40	12/10/2023 12:00:13	S67SP	RESCUE R27
154	FPK231210 00002094	SICK PERSON	PK	27A	12/10/2023 18:52:59	12/10/2023 18:53:03	12/10/2023 19:01:09	12/10/2023 19:04:12	S67SP	RESCUE R27

	A	B	C	D	E	F	G	H	I	J
155	FPK231211 00002099	SICK PERSON	PK	27A	12/11/2023 22:22:24	01/01/0001 00:00:00	01/01/0001 00:00:00	12/11/2023 22:22:59	S67SP	
156	FPK231216 00002123	SICK PERSON	PK	27B	12/16/2023 03:39:19	12/16/2023 03:39:38	12/16/2023 03:42:51	12/16/2023 03:57:27	S67SP	RESCUE R27
157	FPK231218 00002137	SICK PERSON	PK	27A	12/18/2023 18:47:44	12/18/2023 18:48:23	12/18/2023 18:54:20	12/18/2023 19:33:05	S67SP	RESCUE R27
158	FPK231214 00002111	SICK PERSON	PK	27A	12/14/2023 21:04:33	12/14/2023 21:04:51	12/14/2023 21:11:04	12/14/2023 21:59:27	S67SP	RESCUE R7
159	FPK231219 00002141	SICK PERSON	PK	27B	12/19/2023 12:56:24	12/19/2023 12:56:24	01/01/0001 00:00:00	12/19/2023 13:31:11	S67SP	RESCUE R27
160	FPK231220 00002149	SICK PERSON	PK	27B	12/20/2023 19:43:03	12/20/2023 19:43:24	12/20/2023 19:48:12	12/20/2023 19:50:32	S67SP	RESCUE R27
161	FPK231217 00002131	SICK PERSON	PK	27A	12/17/2023 15:21:44	12/17/2023 15:22:17	12/17/2023 15:27:04	12/17/2023 15:44:18	S67SP	RESCUE R27
162	FPK231222 00002162	SICK PERSON	PK	27A	12/22/2023 18:33:02	12/22/2023 18:33:19	12/22/2023 18:41:25	12/22/2023 19:11:09	S67SP	RESCUE R27
163	FPK231223 00002172	SICK PERSON	PK	27B	12/23/2023 16:52:02	12/23/2023 16:52:26	12/23/2023 16:59:25	12/23/2023 17:35:08	S67SP	RESCUE R27
164	FPK231226 00002194	SICK PERSON	PK	27B	12/26/2023 08:26:26	12/26/2023 08:26:49	12/26/2023 08:33:49	12/26/2023 09:16:25	S67SP	RESCUE R227
165	FPK231222 00002165	SICK PERSON	PK	27B	12/22/2023 21:34:07	12/22/2023 21:34:29	12/22/2023 21:39:39	12/22/2023 22:29:34	S67SP	RESCUE R27
166	FPK231229 00002218	SICK PERSON	PK	27A	12/29/2023 23:35:06	12/29/2023 23:35:32	12/29/2023 23:42:00	12/30/2023 00:18:21	S67SP	RESCUE R27
167	FPK231227 00002202	SICK PERSON	PK	27A	12/27/2023 08:54:22	12/27/2023 08:54:30	12/27/2023 08:59:32	12/27/2023 09:44:52	S67SP	RESCUE R27
168	FPK231231 00002229	SICK PERSON	PK	27A	12/31/2023 15:39:38	12/31/2023 15:39:53	12/31/2023 15:45:11	12/31/2023 16:05:10	S67SP	RESCUE R27

	A	B	C	D	E	F	G	H	I	J
169	FPK231231 00002230	SICK PERSON	PK	27B	12/31/2023 16:18:06	12/31/2023 16:18:20	12/31/2023 16:25:24	12/31/2023 17:20:09	S67SP	RESCUE R27
170	FPK231230 00002221	SICK PERSON	PK	27A	12/30/2023 09:26:57	12/30/2023 09:27:08	12/30/2023 09:31:25	12/30/2023 10:02:55	S67SP	RESCUE R227
171	FPK231231 00002233	SICK PERSON	PK	27A	12/31/2023 18:03:47	12/31/2023 18:04:00	01/01/0001 00:00:00	12/31/2023 18:46:32	S67SP	RESCUE R27
172	FPK231202 00002050	STROKE	PK	27A	12/02/2023 15:17:42	12/02/2023 15:18:09	12/02/2023 15:22:27	12/02/2023 16:26:46	S67ST	RESCUE R227
173	FPK231222 00002157	STROKE	PK	27A	12/22/2023 05:42:26	12/22/2023 05:42:39	12/22/2023 05:52:21	12/22/2023 07:03:23	S67ST	RESCUE R227
174	FPK231230 00002220	STROKE	PK	27B	12/30/2023 09:02:22	12/30/2023 09:02:38	12/30/2023 09:08:03	12/30/2023 09:58:22	S67ST	RESCUE R27
175	FPK231208 00002084	SEIZURE	PK	27A	12/08/2023 23:24:00	12/08/2023 23:25:02	01/01/0001 00:00:00	12/08/2023 23:28:04	S67SZ	RESCUE R27
176	FPK231215 00002114	SEIZURE	PK	27B	12/15/2023 08:20:30	12/15/2023 08:20:53	12/15/2023 08:25:10	12/15/2023 09:23:58	S67SZ	RESCUE R27
177	FPK231221 00002154	SEIZURE	PK	27A	12/21/2023 12:01:16	12/21/2023 12:01:40	12/21/2023 12:08:53	12/21/2023 13:09:39	S67SZ	RESCUE R27
178	FPK231228 00002208	SEIZURE	PK	27A	12/28/2023 10:57:16	12/28/2023 10:57:28	12/28/2023 11:02:11	12/28/2023 12:12:24	S67SZ	RESCUE R227
179	FPK231203 00002053	TROUBLE BREATHING	PK	27A	12/03/2023 08:51:32	12/03/2023 08:51:49	12/03/2023 08:55:51	12/03/2023 10:03:35	S67TB	RESCUE R227
180	FPK231203 00002052	TROUBLE BREATHING	PK	27A	12/03/2023 07:14:49	12/03/2023 07:15:08	12/03/2023 07:22:06	12/03/2023 08:25:28	S67TB	RESCUE R227
181	FPK231207 00002077	TROUBLE BREATHING	PK	27A	12/07/2023 22:45:46	12/07/2023 22:46:06	12/07/2023 22:53:39	12/07/2023 23:23:58	S67TB	RESCUE R227
182	FPK231211 00002098	TROUBLE BREATHING	PK	27A	12/11/2023 22:21:52	12/11/2023 22:22:05	12/11/2023 22:28:50	12/11/2023 22:40:32	S67TB	RESCUE R27

	A	B	C	D	E	F	G	H	I	J
183	FPK231205 00002067	TROUBLE BREATHING	PK	27A	12/05/2023 12:44:46	12/05/2023 12:45:02	01/01/0001 00:00:00	12/05/2023 12:48:19	S67TB	RESCUE R27
184	FPK231218 00002138	TROUBLE BREATHING	PK	27B	12/18/2023 19:32:26	12/18/2023 19:32:35	12/18/2023 19:42:23	12/18/2023 20:30:46	S67TB	RESCUE R227
185	FPK231218 00002134	TROUBLE BREATHING	PK	27A	12/18/2023 09:59:30	12/18/2023 09:59:46	12/18/2023 10:05:06	12/18/2023 10:54:47	S67TB	RESCUE R27
186	FPK231219 00002146	TROUBLE BREATHING	PK	27B	12/19/2023 23:03:25	12/19/2023 23:03:37	12/19/2023 23:21:15	12/20/2023 00:16:35	S67TB	RESCUE R27
187	FPK231221 00002151	TROUBLE BREATHING	HD	27Y2	12/21/2023 01:09:31	12/21/2023 01:09:55	12/21/2023 01:20:16	12/21/2023 02:09:24	S67TB	RESCUE R227
188	FPK231224 00002180	TROUBLE BREATHING	PK	27B	12/24/2023 14:37:13	12/24/2023 14:37:24	12/24/2023 14:41:43	12/24/2023 15:21:01	S67TB	RESCUE R27
189	FPK231222 00002158	TROUBLE BREATHING	PK	27A	12/22/2023 11:53:53	12/22/2023 11:55:50	12/22/2023 12:07:54	12/22/2023 12:55:29	S67TB	RESCUE R227
190	FPK231229 00002215	TROUBLE BREATHING	PK	27A	12/29/2023 20:28:45	12/29/2023 20:29:01	12/29/2023 20:34:54	12/29/2023 21:23:24	S67TB	RESCUE R227
191	FPK231228 00002210	TROUBLE BREATHING	PK	27A	12/28/2023 21:22:47	12/28/2023 21:23:05	12/28/2023 21:28:53	12/28/2023 22:24:17	S67TB	RESCUE R227
192	FPK231231 00002235	TROUBLE BREATHING	PK	27A	12/31/2023 21:36:40	12/31/2023 21:36:58	12/31/2023 21:43:31	12/31/2023 22:39:34	S67TB	RESCUE R227
193	FPK231226 00002196	UNKNOWN MEDICAL	PK	27B	12/26/2023 10:44:28	12/26/2023 10:44:44	01/01/0001 00:00:00	12/26/2023 10:50:57	S67UM	RESCUE R27
194	FPK231231 00002232	UNKNOWN MEDICAL	PK	27B	12/31/2023 17:07:48	12/31/2023 17:08:05	12/31/2023 17:14:36	12/31/2023 17:22:34	S67UM	RESCUE R227
195	FPK231214 00002106	UNKNOWN MEDICAL	PK	27B	12/14/2023 08:13:14	12/14/2023 08:13:30	12/14/2023 08:15:22	12/14/2023 08:29:41	S67UM	RESCUE R60
196	FPK231203 00002055	FIRE OR MEDICAL	PK	27A	12/03/2023 13:55:07	12/03/2023 13:55:32	12/03/2023 14:02:31	12/03/2023 14:14:54	S68	ENGINE E27

	A	B	C	D	E	F	G	H	I	J
197	FPK231214 00002103	FIRE OR MEDICAL	PK	27B	12/14/2023 04:02:47	12/14/2023 04:03:08	12/14/2023 04:09:15	12/14/2023 04:19:26	S68	ENGINE E27
198	FPK231223 00002171	FIRE OR MEDICAL	PK	27A	12/23/2023 15:58:48	12/23/2023 15:58:59	12/23/2023 16:15:28	12/23/2023 16:25:40	S68	INSPECTOR I27
199	FPK231226 00002195	ANIMAL BITE	PK	27A	12/26/2023 09:06:08	12/26/2023 09:06:28	12/26/2023 09:09:27	12/26/2023 09:31:20	S70AB	RESCUE R27
200										
201	S4 ACCIDENT	48		28 ACCIDENTS ON I95						
202	S25 FIRE	11								
203	S49 ALARM	7								
204	S67 MEDICAL	129								
205	S68 SERVICE CALL	3								
206										
207	TOTAL	198								

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

Monthly Status Report
December 2023

Summary:

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

Comparison

	Permits Issued	Commercial	Residential	Permits Closed	Inspections	Reviews Completed	Total Fees
October	55	103	33	43	628	227	$127,041.00
November	58	92	41	36	559	200	$78,298.00
December	44	78	33	33	462	281	$93,377.00
Total	157	273	107	112	1649	708	$298,716.00
Monthly Average This Fiscal Year	52.3	93	35.6	37.3	549	236	$99,572.00
Previous Year Totals	1475	1212	1209	1069	6049	3952	$2,018,716.00
Monthly Average Previous year	122	101	100	89	504	329	$168,226.00

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

By the Numbers

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

Large Construction Projects

Seneca Town Center			
1	Building 2	Building Shell	Complete
1	Building 2	Building Shell	Complete

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

AGENDA ITEM REPORT

To:
Subject: Code Compliance Report - December 2023
Meeting: 01 24 2024 WORKSHOP COMMISSION MEETING - Jan 24 2024
Department:
Staff Contact:

ATTACHMENTS:

Code Compliance Department Detail Report - Dec 2023
Code Enforcement Department Detail Report - Nov 2023
CODE COMPLIANCE SPECIAL MAGISTRATE HEARING - Nov 15 2023 - MINUTESdocx

Code Compliance Department Report

From 12/1/2023 to 12/31/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
	12/1/2023			Complaint	S. System	
4962	12/4/2023	5100 SW 41 ST, PEMBROKE PARK, FL 33023 109	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. 9-42. - When required. Sec. 9-43 (a)(1). - Installation. Sec. 9-43 (b)(2). - Installation.	Affidavit of Compliance	J. Ramirez	Regular Mail
5557	12/4/2023	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2401 Susan Lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Hand
8794	12/4/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Hand
8877	12/4/2023	3120 PEMBROKE RD, PEMBROKE PARK, FL 33009 #539-540	Sec. 15-17. - Business Tax Receipt Required.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
8883	12/4/2023	1975 S PARK RD, PEMBROKE PARK, FL 33009 #1983 S Park Rd 4, Pembroke Park, FL 33009	Sec. 15-17. - Business Tax Receipt Required.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
8966	12/4/2023	1904 SW 31 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail

Code Compliance Department Report

From 12/1/2023 to 12/31/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9148	12/5/2023	3146 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #Bay #2	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties Sec. 15-175. - Certificate of use requirements.	Notice of Violation	J. Gustin	Regular Mail
9150	12/5/2023	3194 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #3192-3194 W Hallandale beach Blvd J, Pembroke	Sec. 3-6. - Noise restriction in establishments. Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Certified Mail
5909	12/5/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #106 Pond Drive	Sec 5-105. - Repairs and installations Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	E. Richwagen	Regular Mail
6121	12/5/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #526	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Certified Mail
6121	12/5/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #526	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
6999	12/6/2023	4250 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #6	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
9150	12/6/2023	3194 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #3192-3194 W Hallandale beach Blvd J, Pembroke	Sec. 3-6. - Noise restriction in establishments. 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
9153	12/6/2023	2001 SW 31 AVE, PEMBROKE PARK, FL 33009 #2027 SW 31 Ave	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties	Notice of Violation	J. Gustin	Regular Mail

Code Compliance Department Report

From 12/1/2023 to 12/31/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9154	12/6/2023	2550 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
9155	12/6/2023	1971 S PARK RD, PEMBROKE PARK, FL 33009 B	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. 15-40 (a) - Delinquent business tax receipt fees and penalties	Notice of Violation	J. Gustin	Regular Mail
9156	12/6/2023	5500 SW 32 CT, PEMBROKE PARK, FL 33023 1-2 #A & B	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 22-27. - Use of certain grass species. Sec. 22-29. - Responsibility for maintenance. Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(l). - Exterior maintenance of structures and premises	Notice of Violation	J. Ramirez	Regular Mail

Code Compliance Department Report

From 12/1/2023 to 12/31/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9157	12/6/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #135 Steven Street, Pembroke Park, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (c) Nuisances: duty of property owners and tenants to prevent. Sec 5-103(b). - Exterior maintenance of structures and premises Sec. 5-104. - Determination of need for correction Sec 5-103(j). - Exterior maintenance of structures and premises	Notice of Violation	J. Ramirez	Hand
9158	12/6/2023	2570 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
9160	12/8/2023	4420 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4450 W Hallandale Beach Blvd, Pembroke P	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. 21-21. (7) - Temporary signs	Notice of Violation	J. Ramirez	Regular Mail

Code Compliance Department Report

From 12/1/2023 to 12/31/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8329	12/11/2023	CAROLINA ST, PEMBROKE PARK, FL 33009	Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec 5-103(l). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises	Affidavit of Compliance	J. Ramirez	Hand
7599	12/11/2023	3301 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023		Affidavit of Compliance	E. Richwagen	Hand
6047	12/12/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #LOT 523	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	E. Richwagen	Certified Mail
6047	12/12/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #LOT 523	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
6131	12/12/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #813	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	E. Richwagen	Certified Mail
6131	12/12/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #813	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail
5927	12/12/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #123 Lone Pine Lane	Sec 5-105. - Repairs and installations	Affidavit of Non-Compliance	T. Malcolm	Certified Mail
5927	12/12/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #123 Lone Pine Lane	Sec 5-105. - Repairs and installations	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

Code Compliance Department Report

From 12/1/2023 to 12/31/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5996	12/12/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #718	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	E. Richwagen	Certified Mail
5996	12/13/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #718	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
9165	12/13/2023	2589 S PARK LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
9171	12/13/2023	4000 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 26-110. - Illicit discharges	Notice of Violation	J. Ramirez	Regular Mail
7972	12/13/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #4 WEST LAKE DR, PEMBROKE PARK FL 3	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Gustin	Certified Mail
9072	12/15/2023	2940 SW 30 AVE, PEMBROKE PARK, FL 33009 #5	Sec. 5-17. - Permit application. Sec 5-105. - Repairs and installations Sec. 15-17. - Business Tax Receipt Required. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Affidavit of Compliance	J. Gustin	Regular Mail
9174	12/15/2023	3120 SW 19 ST, PEMBROKE PARK, FL 33009 #3130 SW 19th St #453	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties.	Notice of Violation	J. Gustin	Regular Mail

Code Compliance Department Report

From 12/1/2023 to 12/31/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9159	12/15/2023	2689 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
8678	12/15/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 ##Lot 611	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 12-48. - Outdoor storage prohibited Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Affidavit of Non-Compliance	J. Gustin	Certified Mail
8678	12/15/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 ##Lot 611	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-87. - Permit required Sec. 12-48. - Outdoor storage prohibited Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Notice of Formal Hearing	J. Gustin	Certified Mail
8713	12/15/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #121 David Drive	Sec. 5-17. - Permit application. Sec 5-103(c). - Exterior maintenance of structures and premises	Affidavit of Non-Compliance	J. Gustin	Certified Mail

Code Compliance Department Report

From 12/1/2023 to 12/31/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8713	12/15/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #121 David Drive	Sec. 5-17. - Permit application. Sec 5-103(c). - Exterior maintenance of structures and premises	Notice of Formal Hearing	J. Gustin	Certified Mail
7152	12/18/2023	1975 S PARK RD, PEMBROKE PARK, FL 33009 #1	Sec. 15-22. - Application.	Affidavit of Compliance	E. Richwagen	Regular Mail
6998	12/20/2023	2430 CHARLES RD, PEMBROKE PARK, FL 33009 #2306	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Hand
9033	12/20/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #147 Lone Pine Lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
9184	12/21/2023	3615 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties.	Courtesy Notice	J. Ramirez	Regular Mail
9185	12/22/2023	4420 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4444 W Hallandale Beach Blvd.	Sec. 21-19. - Prohibited signs.	Notice of Violation	J. Ramirez	Regular Mail
9186	12/22/2023	3199 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 21-19. - Prohibited signs. Sec. 21-21. (10) - Temporary signs	Courtesy Notice	J. Gustin	Regular Mail

Summary	
Affidavit of Compliance	8
Affidavit of Non-Compliance	11
Complaint	0
Courtesy Notice	2
Notice of Formal Hearing	11
Notice of Violation	14
Total	**46**

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

Code Compliance Department Report

From 11/1/2023 to 11/30/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
6655	11/1/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #909	Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec. 27-33. - Maintenance	Affidavit of Non-Compliance	J. Ramirez	Certified Mail
6655	11/1/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #909	Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec. 27-33. - Maintenance	Notice of Formal Hearing	J. Ramirez	Affidavit of Service/Posted to Property Certified Mail

Code Compliance Department Report

From 11/1/2023 to 11/30/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
7193	11/1/2023	5510 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-104. - Determination of need for correction	Affidavit of Non-Compliance	E. Richwagen	Certified Mail
7193	11/1/2023	5510 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-104. - Determination of need for correction	Notice of Formal Hearing	J. Ramirez	Certified Mail
8719	11/2/2023	2401 JOHN P LYONS LN, PEMBROKE PARK, FL 33009 #F22	Sec. 15-17. - Business Tax Receipt Required. Sec. 5-17. - Permit application. Sec 5-105. - Repairs and installations Sec. 15-40 - Delinquent business tax receipt fees and penalties. Sec. 15-177. - Initial certificate of use.	Affidavit of Compliance	J. Gustin	Hand
8728	11/2/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009	Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-42. - Responsibility of property owners. Sec. 12-48. - Outdoor storage prohibited	Affidavit of Compliance	J. Gustin	Hand
9014	11/2/2023	3190 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	J. Ramirez	Regular Mail

Code Compliance Department Report

From 11/1/2023 to 11/30/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9051	11/3/2023	3129 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #3109 W Hallandale Beach Blvd	Sec. 11-42(a) - Disposal of solid waste restricted Sec. 15-17. - Business Tax Receipt Required.	Notice of Violation	J. Gustin	Regular Mail
9052	11/3/2023	3146 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #Bay 3-4	Sec. 15-17. - Business Tax Receipt Required. Sec. 11-42(a) - Disposal of solid waste restricted	Notice of Violation	J. Gustin	Regular Mail
8975	11/7/2023	SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 27-33. - Maintenance Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-103(h). - Exterior maintenance of structures and premises Sec 5-103(i). - Exterior maintenance of structures and premises	Affidavit of Compliance	J. Gustin	Regular Mail
7971	11/8/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #47 W LAKE DR	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	E. Richwagen	Regular Mail
7972	11/8/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #4 WEST LAKE DR, PEMBROKE PARK FL 3	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Certified Mail

Code Compliance Department Report

From 11/1/2023 to 11/30/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9060	11/9/2023	2500 COMMERCE CENTER WAY, PEMBROKE PARK, FL 33023	Sec. 26-107(a). - Construction sites and construction activities. Sec. 26-107(b). - Construction sites and construction activities. Sec. 26-107(c). - Construction sites and construction activities. Sec. 26-107(d). - Construction sites and construction activities. Sec. 11-42 (b)(1) - Disposal of solid waste restricted. Sec. 11-42(a) - Disposal of solid waste restricted Sec. 11-35. - Penalty. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-177. - Initial certificate of use.	Notice of Violation	J. Ramirez	Regular Mail
9062	11/9/2023	4420 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4444 W Hallandale Beach Blvd.	Sec. 21-19. - Prohibited signs.	Notice of Violation	J. Ramirez	Regular Mail
9065	11/9/2023	3194 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	Sec. 21-19. - Prohibited signs.	Courtesy Notice	J. Ramirez	Regular Mail
9066	11/14/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #329 Lone Pine Lane	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. Sec. 12-48. - Outdoor storage prohibited	Notice of Violation	J. Gustin	Regular Mail

Code Compliance Department Report

From 11/1/2023 to 11/30/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9067	11/15/2023	2301 SW 31 CT, PEMBROKE PARK, FL 33009 #2305 SW 31 AVE	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Notice of Violation	J. Gustin	Regular Mail
9068	11/15/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #137 Steven Street	Sec 5-103(c). - Exterior maintenance of structures and premises Sec 5-103(f). - Exterior maintenance of structures and premises Sec. 5-17. - Permit application. Sec 5-105. - Repairs and installations	Notice of Violation	J. Gustin	Regular Mail
8516	11/15/2023	2500 COMMERCE CENTER WAY, PEMBROKE PARK, FL 33023 #300	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-40 - Delinquent business tax receipt fees and penalties. Sec. 15-175. - Certificate of use requirements.	Affidavit of Compliance	J. Ramirez	Regular Mail

Code Compliance Department Report

From 11/1/2023 to 11/30/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
7284	11/15/2023	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.	Supplemental Order/Claim of Lien	J. Ramirez	Certified Mail Hand
7193	11/15/2023	5510 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	Sec 5-103(k). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 5-104. - Determination of need for correction	Supplemental Order/Claim of Lien	E. Richwagen	Certified Mail
8977	11/15/2023	4100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-27. - Use of certain grass species. Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 27-33. - Maintenance Sec 5-207. - Graffiti Enforcement Sec. 5-202. - Prohibited.	Final Order	J. Ramirez	Certified Mail

Code Compliance Department Report

From 11/1/2023 to 11/30/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8969	11/15/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #213 W Lake Drive	Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec 5-103(h). - Exterior maintenance of structures and premises	Final Order	J. Ramirez	Certified Mail
8943	11/15/2023	3700 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec. 22-27. - Use of certain grass species.	Final Order	J. Ramirez	Certified Mail
6655	11/15/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #909	Sec 5-103(i). - Exterior maintenance of structures and premises Sec 5-103(j). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec. 27-33. - Maintenance	Final Order	J. Ramirez	Certified Mail Hand

Code Compliance Department Report

From 11/1/2023 to 11/30/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
7005	11/15/2023	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #802	Sec. 12-48. - Outdoor storage prohibited 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.	Final Order	J. Ramirez	Certified Mail Hand
8980	11/15/2023	3272 SW 52 AVE, PEMBROKE PARK, FL 33023 #3214 SW 52 AVE, Pembroke Park, FL 33023	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Amended Final Order	J. Ramirez	Certified Mail Hand
7273	11/15/2023	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.	Final Order	J. Ramirez	Certified Mail Hand

Code Compliance Department Report

From 11/1/2023 to 11/30/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
5526	11/15/2023	4854 SW 25 CT, PEMBROKE PARK, FL 33023 31-2	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Abate Order	J. Ramirez	Certified Mail Hand
5534	11/16/2023	2533 S PARK RD, PEMBROKE PARK, FL 33009 #2533-2575 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. 5-17. - Permit application.	Affidavit of Compliance	J. Ramirez	Regular Mail
9070	11/16/2023	108 N KEY CT, PEMBROKE PARK, FL 33009 670	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
9071	11/16/2023	4901 SW 27 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(c). - Exterior maintenance of structures and premises Sec. 28-346 (a) - Portable storage units Sec. 28-346 (b)(3) - Portable storage units Sec. 28-346 (f) - Portable storage units	Notice of Violation	J. Ramirez	Regular Mail
9072	11/17/2023	2940 SW 30 AVE, PEMBROKE PARK, FL 33009 #5	Sec. 5-17. - Permit application. Sec 5-105. - Repairs and installations Sec. 15-17. - Business Tax Receipt Required. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Notice of Violation	J. Gustin	Regular Mail

Code Compliance Department Report

From 11/1/2023 to 11/30/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9073	11/17/2023	2940 SW 30 AVE, PEMBROKE PARK, FL 33009 #Common Building	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
9074	11/17/2023	2954 SW 30 AVE, PEMBROKE PARK, FL 33009 #2954 - 2956 SW 30 AVE	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. 15-176. - Annual renewal and delinquent renewal penalties. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Notice of Violation	J. Gustin	Regular Mail
9075	11/17/2023	5140 SW 26 CT, PEMBROKE PARK, FL 33023 19-1	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
9076	11/17/2023	5525 SW 41 ST, PEMBROKE PARK, FL 33023 #320	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
8972	11/20/2023	3841 SW 52 AVE, PEMBROKE PARK, FL 33009 #3881 SW 52 AVE, Unit 104, Pembroke Park, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec 5-103 (a). - Exterior maintenance of structures and premises Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Affidavit of Compliance	J. Ramirez	Regular Mail
9069	11/20/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #133 Steven Street	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
4443	11/20/2023	2701 S PARK RD, PEMBROKE PARK, FL 33009 #41 Peyton Place	Sec 5-105. - Repairs and installations	Affidavit of Compliance	J. Louis	Regular Mail

Code Compliance Department Report

From 11/1/2023 to 11/30/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8970	11/21/2023	SW 56 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Regular Mail
9062	11/21/2023	4420 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #4444 W Hallandale Beach Blvd.	Sec. 21-19. - Prohibited signs.	Affidavit of Compliance	J. Ramirez	Regular Mail
9033	11/22/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #147 Lone Pine Lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Gustin	Regular Mail
9043	11/22/2023	2350 SW 30 AVE, PEMBROKE PARK, FL 33009	Sec. 11-42(a) - Disposal of solid waste restricted Sec. 12-48. - Outdoor storage prohibited Sec. 11-16. - Location; placement for collection.	Affidavit of Compliance	J. Gustin	Hand
9090	11/27/2023	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #5	Sec. 15-375 . Permit Required (b) Sec. 15-375. Permit Required (a) Sec. 15-376. Application (a) Sec. 15-378. Approval of Permit. Sec. 15-380. Fees, Penalties and Appeals (c)	Notice of Violation	J. Ramirez	Regular Mail
8785	11/27/2023	3252 SW 52 AVE, PEMBROKE PARK, FL 33023 #5425 SW 32 Street	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8812	11/28/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #139 Lone Pine Lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	J. Gustin	Certified Mail
8812	11/28/2023	3030 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #139 Lone Pine Lane	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail

Code Compliance Department Report

From 11/1/2023 to 11/30/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8824	11/28/2023	3125 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #3149 John P Curci Drive, Bay # 4, Pembroke Park,	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-177. - Initial certificate of use. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8824	11/28/2023	3125 JOHN P CURCI DR, PEMBROKE PARK, FL 33009 #3149 John P Curci Drive, Bay # 4, Pembroke Park,	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 15-17. - Business Tax Receipt Required. Sec. 15-177. - Initial certificate of use. Sec. 15-40 - Delinquent business tax receipt fees and penalties.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
8775	11/28/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 79	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	J. Gustin	Certified Mail

Code Compliance Department Report

From 11/1/2023 to 11/30/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8775	11/28/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 79	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town Sec. 12-61 - Excessive, untended growth deemed public nuisance Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-103(h). - Exterior maintenance of structures and premises Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Gustin	Certified Mail
9099	11/29/2023	5100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 15-176 (a). - Annual renewal and delinquent renewal penalties. Sec. 15-40 (a) - Delinquent business tax receipt fees and penalties	Courtesy Notice	J. Ramirez	Regular Mail
9107	11/30/2023	5510 SW 32 ST, PEMBROKE PARK, FL 33023 1-2	Sec. 12-41. - Accumulations deemed public nuisance Sec. 12-46. - Failure of owner to comply with notice; assessment for correction by Town	Notice of Violation	J. Ramirez	Regular Mail
9116	11/30/2023	3868 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Violation	J. Ramirez	Regular Mail
8877	11/30/2023	3120 PEMBROKE RD, PEMBROKE PARK, FL 33009 #539-540	Sec. 15-17. - Business Tax Receipt Required.	Affidavit of Non-Compliance	J. Gustin	Certified Mail
8883	11/30/2023	1975 S PARK RD, PEMBROKE PARK, FL 33009 #1983 S Park Rd 4, Pembroke Park, FL 33009	Sec. 15-17. - Business Tax Receipt Required.	Affidavit of Non-Compliance	J. Gustin	Certified Mail

Code Compliance Department Report

From 11/1/2023 to 11/30/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8907	11/30/2023	3120 PEMBROKE RD, PEMBROKE PARK, FL 33009 #141	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display.	Affidavit of Non-Compliance	J. Gustin	Certified Mail
8907	11/30/2023	3120 PEMBROKE RD, PEMBROKE PARK, FL 33009 #141	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
8909	11/30/2023	1781 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display.	Affidavit of Non-Compliance	J. Gustin	Regular Mail
8909	11/30/2023	1781 S PARK RD, PEMBROKE PARK, FL 33009	Sec. 15-17. - Business Tax Receipt Required. Sec. 15-175. - Certificate of use requirements. Sec. 15-22. - Application. Sec. 15-28. - Display.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
7972	11/30/2023	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #4 WEST LAKE DR, PEMBROKE PARK FL 3	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
8943	11/30/2023	3700 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 22-28. - To be free from shrubs, hedges, rock substances, etc. Sec. 22-29. - Responsibility for maintenance. Sec. 22-27. - Use of certain grass species.	Affidavit of Compliance	J. Ramirez	Regular Mail

Code Compliance Department Report

From 11/1/2023 to 11/30/2023

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

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
8960	11/30/2023	3272 SW 52 AVE, PEMBROKE PARK, FL 33023 #3276 SW 52 AVE PEMBROKE PARK, FL 33023	Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Affidavit of Non-Compliance	J. Gustin	Certified Mail
8960	11/30/2023	3272 SW 52 AVE, PEMBROKE PARK, FL 33023 #3276 SW 52 AVE PEMBROKE PARK, FL 33023	Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent.	Notice of Formal Hearing	J. Gustin	Affidavit of Service/Posted to Property Certified Mail
8966	11/30/2023	1904 SW 31 AVE, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Certified Mail

Summary	
Abate Order	1
Affidavit of Compliance	12
Affidavit of Non-Compliance	14
Amended Final Order	1
Courtesy Notice	2
Final Order	6
Notice of Formal Hearing	9
Notice of Violation	19
Supplemental Order/Claim of Lien	2
Total	**66**

MINUTES
CODE COMPLIANCE SPECIAL MAGISTRATE HEARING

9:00 AM - Wednesday, November 15, 2023
Council Chambers
3150 SW 52 AVE, Pembroke Park, FL 33023

Page

1. CALL TO ORDER: 9:03 A.M.

2. SPECIAL MAGISTRATE OPENING STATEMENT

3. ROLL CALL:
SPECIAL MAGISTRATE: Andre Mckenney.
CHIEF CODE COMPLIANCE OFFICER: Joseline Ramirez.
BUILDING CLERK: Marycari Paz.
CODE COMPLIANCE CLERK: Nazly Cardona.
INTERIM TOWN ATTORNEY: Brian Sherman.

4. ADOPTION OF MINUTES

- # 4.1. CODE COMPLIANCE SPECIAL MAGISTRATE HEARING - Oct 18 2023 - Minutes

5. ADOPTION OF AGENDA (DEFERRALS, ADDITIONS, MODIFICATIONS)

- Case #8516 – Removed, complied 11/15/2023.

6. PUBLIC HEARING

SWEARING IN OF INTERESTED PARTIES SIGN-IN SHEET: Those who wish to address the Magistrate during the public hearing must legibly record their name and address on the sign-in sheet with their respective case number. The primary purpose of the sign-in sheet is to record the attendance at the meeting and to assist in the accurate recording of the minutes.

7. FORMAL HEARING - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # 7.1. **CASE 6655** - JONATHAN ROGER SILVERIO - 3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #909 - FORMAL HEARING - SECTION(s) 5-103(i)(j) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 12-48 OUTDOOR STORAGE PROHIBITED; 12-61 - EXCESSIVE UNTENDED GROWTH DEEMED PUBLIC NUISANCE; 12-76(b) - NUISANCES: DUTY OF PROPERTY OWNERS AND TENANTS TO PREVENT; 27-33 - MAINTENANCE - **FIRST OFFENSE** Case Overview 6655

Respondent or Representative	Final Order Issued	Date to Comply by
- Roger Silverio. - Yan Yey.	60 Days to Comply $100.00 Per Diem $100.00 Admin Fee	01/14/2024.

- # 7.2. **CASE 7005** - ERNESTO REYES ROJAS - 3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #802 - FORMAL HEARING - SECTION(s) 5-103(a)(k) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 12-48 - OUTDOOR STORAGE PROHIBITED - **FIRST OFFENSE** Case Overview 7005

Respondent or Representative	Final Order Issued	Date to Comply by
- Lidia Chavez. - Edilsar Castillo.	90 Days to Comply $100.00 Per Diem $100.00 Admin Fee	02/13/2024.

- # 7.3. **CASE 7273** - SOUTH PARK 33009 LLC - 2689-2699 S PARK ROAD, PEMBROKE PARK FL 33009 - FORMAL HEARING - SECTION(s) 5-103(a)(k) - EXTERIOR MAINTENANCE OF STRUCTURE OF PREMISES; SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 12-48 - OUTDOOR STORAGE PROHIBITED; 15-40 - DELINQUENT BUSINESS TAX RECEIPT FEES AND PENALTIES; 15-175 - CERTIFICATE OF USE REQUIREMENTS; 15-177 - INITIAL CERTIFICATE OF USE - **FIRST OFFENSE** Case Overview 7273

Respondent or Representative	Final Order Issued	Date to Comply by
- Erez Skolnik.	60 Days to Comply $250.00 Per Diem $100.00 Admin Fee	01/14/2024.

- # 7.4. **CASE 8516** - DCT/CE LLC %PROLOGIS RE TAX - 2500 COMMERCE CENTER WAY, PEMBROKE PARK, FL 33023 #300 - FORMAL HEARING - SECTION(s) 15-17 - BUSINESS TAX RECEIPT REQUIRED; 15-175 - CERTIFICATE OF USE REQUIREMENTS; 15-40 - DELINQUENT BUSINESS TAX RECEIPT FEES AND PENALTIES - **FIRST OFFENSE**E Case Overview 8516

Respondent or Representative	Final Order Issued
- Absent.	Complied 11/15/2023.

- # 7.5. **CASE 8943** - SUNSHINE GASOLINE DISTRIBUTORS INC - 3700 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) 22-27 - USE OF CERTAIN GRASS SPECIE; 22-28 - TO BE FREE FROM SHRUBS, HEDGES, ROCK SUBSTANCES, ETC.; 22-29 - RESPONSIBILITY FOR MAINTENANCE - **FIRST OFFENSE** Case Overview 8943

Respondent or Representative	Final Order Issued	Date to Comply by
- Absent.	15 Days to Comply $250.00 Per Diem $100.00 Admin Fee	11/30/2023.

- # 7.6. **CASE 8969** - ELEANOR NYE - 213 W LAKE DRIVE, PEMBROKE PARK, FL 33009 - FORMAL HEARING - SECTION(s) 5-103(h) - EXTERIOR MAINTENANCE OF STRUCTURE AND PREMISES; 12-61 - EXCESSIVE UNTENDED GROWTH DEEMED PUBLIC NUISANCES; 12-76(a)(b) - NUISANCES: DUTY OF PROPERTY OWNERS AND TENANTS TO PREVENT - **FIRST OFFENSE** Case Overview 8969

Respondent or Representative	Final Order Issued	Date to Comply by
- Absent.	15 Days to Comply $100.00 Per Diem $100.00 Admin Fee	11/30/2023.

- # 7.7. **CASE 8977** - COLE FD PORTFOLIO III LLC %FAMILY DOLLAR STORE 26608 - 4100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 - FORMAL HEARING - SECTION(s) 5-207 - GRAFFITI ENFORCEMENT; 5-202 - PROHIBITED; 12-61 - EXCESSIVE UNTENDED GROWTH DEEMED PUBLIC NUISANCE; 22-27 - USE OF CERTAIN GRASS SPECIES; 22-28 - TO BE FREE OF SHRUBS, HEDGES, ROCK SUBSTANCE, ETC.; 22-29 - RESPONSIBILITY FOR MAINTENANCE; 27-33 - MAINTENANCE - **REPEAT OFFENSE** Case Overview 8977

Respondent or Representative	Final Order Issued	Date to Comply by
- Absent.	15 Days to Comply $500.00 Per Diem $100.00 Admin Fee	11/30/2023.

8. HEARING TO ABATE FINE - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # 8.1. **CASE 5526** - DOYON, MAURICE - 4854 SW 25 CT, PEMBROKE PARK, FL 33023 - HEARING TO ABATE FINE - SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** Case Overview 5526

Respondent or Representative	Order of Abatement Issued	Date to Comply by
- Nathalie Poulin. - Francois Macleilan	Fine Abated to $3,000.00 Payable in 30 Days or Reverts to $36,500.00.	12/15/2023.

9. HEARING TO CONFIRM FINE - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # 9.1. **CASE 7193** - RHAYCOM LLC - 5510 SW 32 ST, PEMBROKE PARK, FL 33023 1-2 - HEARING TO CONFIRM FINE - SECTION(s) 5-103(k) - EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-104 - DETERMINATION OF NEED FOR CORRECTION; 5-17 - PERMIT APPLICATION - **FIRST OFFENSE** Case Overview 7193

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
- Absent.	Confirmed Fine of $37,700.00.

- # 9.2. **CASE 7284** - DCT/CE LLC %PROLOGIS RE TAX - 2500 COMMERCE CENTER WAY, PEMBROKE PARK, FL 33023 #800 - FORMAL HEARING SECTION(s) 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION; 15-17 - BUSINESS TAX RECEIPT REQUIRED; 15-175 - CERTIFICATE OF USE REQUIREMENTS; 15-177 - INITIAL CERTIFICATE OF USE; 15-40 - DELINQUENT BUSINESS TAX RECEIPT FEES AND PENALTIES - **FIRST OFFENSE** Case Overview 7284

Respondent or Representative	Supplemental Order Code Compliance Lien Issued
- Janel Iglesias.	Confirmed Fine of $30,600.00.

10. HEARING TO EXTEND TIME - CHIEF CODE OFFICER JOSELINE RAMIREZ

- # 10.1. **CASE 8980** - INFINITY AZURE LLC - 3214 SW 52 AVE, PEMBROKE PARK, FL 33023 - HEARING TO EXTEND TIME - SECTION(s) 5-103(a)(b) EXTERIOR MAINTENANCE OF STRUCTURES AND PREMISES; 5-105 - REPAIRS AND INSTALLATIONS; 5-17 - PERMIT APPLICATION - **REPEAT OFFENSE** Case Overview 8980

Respondent or Representative	Amended Final Order Issued	Date to Comply by
- Mariah Cruz.	60 Days to Comply $500.00 Per Diem $100.00 Admin Fee	01/14/2024.

11. ADJOURNMENT: 10:16 A.M.

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE, 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 SPECIAL MAGISTRATE 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 SPECIAL MAGISTRATE BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE SPECIAL MAGISTRATE IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

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

Agenda Request

Meeting Date:	January 24, 2024
Subject:	S. Davis & Assoc., PA Engagement Letter for FY2023 Audit
Initiated by:	☐ Town Commission ☐ Town Attorney ☐ Town Manager / Staff
Prepared by:	Name & Title: David M. DiLena Interim Finance Director
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	
Fiscal Impact:	FY2023
Policy Question(s) for Commission Considerations:	
Summary:	FY2022 Audit Contract Expired, have a new engagement letter for FY2023 Audit
Background:	Current Auditors needed for FY2023 Audit
Discussion/Analysis:	
Options:	
Advantages:	Current Auditors – No time to procure other auditors
Disadvantages:	If we delay, we will miss FY2024 June deadline
Possible action:	Need approval to forgo competitive procurement procedures and approve current engagement agreement
Advantages:	
Disadvantages:	
Staff Recommendations:	Approve S. Davis and Assoc FY2023 Engagement
Additional Action Needed:	Waive Procurement Procedures

Town of Pembroke Park

Annual Audit for the Year Ended September 30, 2022

January 24, 2024

Town of Pembroke Park

- Audit Report (pages 1-3)
  - Unmodified Report
- Internal Control and Compliance Report (page 65 - 66)
  - No deficiencies in internal controls that are considered to be a material weakness
  - <u>Identified deficiencies in internal controls that are considered to be significant deficiencies</u>
- Audit Report on Compliance with Section 218.415 Florida Statutes – Investment policy (page 67)
  - In compliance

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

Town of Pembroke Park

- Schedule of findings (page 68-75)
  - Significant Deficiencies
    - 2022-01 – FS Close Process
    - 2022-02R – AR Aging
    - 2022-03 – AP
    - 2022-04 – Credit Card Use
    - 2022-05 – Credit Card Sales Tax
    - 2022-06 – Credit Card Documentation
    - 2022-07R – Procurement
    - 2022-08R – Bank Reconciliations
    - 2022-09R Capital Assets
    - 2022-10 Filing Req

R - Repeat finding from 2021, 2020 or 2019

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

Town of Pembroke Park
Governmental Activities

	Governmental activities		
	2022	2021	
Revenues			
Program revenues:			
Charges for services	$ 2,184,747	$ 1,874,878	[a]
Operating grants and contributions	331,044	3,661,243	[b]
Capital grants and contributions	-	-	
General revenues:			
Property taxes	7,133,140	6,635,594	[c]
Other taxes and fees	2,498,251	2,260,462	
Intergovernmental revenue	524,816	456,537	
Unrestricted investment earnings(loss)	(353,764)	21,749	[d]
Miscellaneous	289,064	190,479	
Transfers	172,851	593,768	[e]
Total revenues	$12,780,149	$15,694,710	
Governmental activities:			
General government	1,997,667	2,304,694	[f]
Public safety	6,930,703	7,109,582	[g]
Building	822,726	341,743	[h]
Physical evniroment	1,015,570	917,035	
Public works	445,801	515,913	
Culture and recreation	248,653	566,282	
Business - type activities			
Sewer utilities	-	-	
Stormwater drainage district	-	-	
Total expenses	$11,461,120	$11,755,249	
Changes in net position	$ 1,319,029	$ 3,939,461	[i]
Net position - beginning	$ 9,066,701	5,127,240	
Net position - ending	$10,385,730	$ 9,066,701	

[a] Charges for services increased by 17%
[b] Operating Grants decreased due to expiration of ARPA program
[c] Property taxes and other tax revenue grew because of increased property value and Florida economy
[d] Investment lost value
[e] Reduced transfers from Sewer and Stormwater funds

[f] General government expenses reduced by loss of personnel
[g] Slight decrease in Public Safety expenditures
[h] Increase in Building Dept expenditures as a result of increased building activity

[i] Over all Increase in net position by $1.3M

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

Town of Pembroke Park
Governmental Activities

	Governmental activities		
	2022	2021	Chng
Current and other assets	$ 9,575,088	$ 11,480,016	$ (1,904,928)
Capital assets, net of depreciation	4,874,984	4,016,308	858,676
Total assets	14,450,072	15,496,324	(1,046,252)
Deferred outflows of resources	2,374,587	1,148,496	1,226,091
Current Liabilities	1,151,262	835,465	315,797
Long-term liabilities	5,496,769	4,089,571	1,407,198
Total liabilities	6,648,031	4,925,036	1,722,995
Deferred inflows of resources	(209,102)	2,653,083	(2,862,185)
Net position			
Net investment in capital assets	4,874,984	4,016,308	858,676
Restricted	-	42,739	(42,739)
Unrestricted	5,510,746	5,007,654	503,092
Total net position	$ 10,385,730	$ 9,066,701	$ 1,319,029

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

Town of Pembroke Park
Business-Type Activities

	Business-type activities 2022	Business-type activities 2021	
Revenues			
Program revenues:			
Charges for services	$ 4,546,433	$ 4,259,671	[a]
Operating grants and contributions	-	-	
Capital grants and contributions	302,748	3,278	[b]
General revenues:			
Property taxes		-	
Other taxes and fees		-	
Intergovernmental revenue		-	
Unrestricted investment earnings(loss)	37,426	793	
Miscellaneous	-	34,352	
Transfers	(172,851)	(593,768)	[c]
Total revenues	$ 4,713,756	$ 3,704,326	
Governmental activities:			
General government		-	
Public safety		-	
Building		-	
Physical evniroment		-	
Public works		-	
Culture and recreation		-	
Business - type activities			
Sewer utilities	1,967,201	2,353,741	[d]
Stormwater drainage district	944,594	840,127	[e]
Total expenses	$ 2,911,795	$ 3,193,868	
Changes in net position	$ 1,801,961	$ 510,458	[f]
Net position - beginning	16,616,968	16,106,510	
Net position - ending	$ 18,418,929	$ 16,616,968	

[a] Charges for services increased by 7%
[b] Capital grants increased
[c] Reduction in Transfers to GF

[d] Sewer expenditures are down by 16%
[e] Stormwater expenditures are up by 12%

[f] Over all Increase in net position by $1.8M

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

Town of Pembroke Park
Business-Type Activities

	Business-type activities		
	2022	2021	Chng
Current and other assets	$ 14,618,630	$ 14,775,733	$ (157,103)
Capital assets, net of depreciation	4,456,320	4,734,128	(277,808)
Total assets	19,074,950	19,509,861	(434,911)
Deferred outflows of resources	352,372	245,532	106,840
Current Liabilities	108,026	304,433	(196,407)
Long-term liabilities	802,803	2,326,068	(1,523,265)
Total liabilities	910,829	2,630,501	(1,719,672)
Deferred inflows of resources	97,564	507,924	(410,360)
Net position			
Net investment in capital assets	4,415,868	2,690,718	1,725,150
Restricted	-	1,113,684	(1,113,684)
Unrestricted	14,003,061	12,812,566	1,190,495
Total net position	$ 18,418,929	$ 16,616,968	$ 1,801,961

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

Town of Pembroke Park
Commissioners' Pension Trust

	Pension Trust Fund	
	2022	2021
Additions		
Employer contributions	$ -	$ 110,484
Investment Income/(loss)	(459,781)	619,158
Total additions	(459,781)	729,642
Deductions		
Benefit payments	188,891	98,203
Admin Expenses	4,263	4,507
Total deductions	193,154	102,710
Changes in net position	(652,935)	626,932
Net position - beginning	3,958,430	3,331,498
Net position - ending	$ 3,305,495	$ 3,958,430

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

Town of Pembroke Park

Audit Reports have been submitted to:

- Joint Legislative Audit Committee
- Florida Auditor General
- Florida Department of Financial Services
- Synovus Bank

Questions

TOWN OF PEMBROKE PARK, FLORIDA
AUDITED FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2022

S. Davis & Associates, P.A.
Certified Public Accountants & Consultants

TABLE OF CONTENTS

FINANCIAL SECTION

Independent Auditor's Report 1

Management's Discussion and Analysis 4

Basic Financial Statements
- Statement of Net Position 12
- Statement of Activities 13
- Balance Sheet – Governmental Funds 14
- Reconciliation of the Balance Sheet of the Governmental Funds to the Statement of Net Position 15
- Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds 16
- Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of the Governmental Funds to the Statement of Activities 17
- Statement of Net Position – Proprietary Funds 18
- Statement of Revenues, Expenses and Changes in Net Position – Proprietary Funds 19
- Statement of Cash Flows – Proprietary Funds 20
- Statement of Fiduciary Net Position 22
- Statement of Changes in Fiduciary Net Position 23
- Notes to the Financial Statements 24

Required Supplementary Information
- Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund 57
- Notes to Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund 58
- Pension Plan for Town Commissioners – Schedule of Changes in Net Pension Liability and Related Ratios 59
- Pension Plan for Town Commissioners – Schedule of Contributions 60
- Pension Plan for Town Commissioners – Annual Money-weighted Rate of Return 61
- Schedule of Proportionate Share of Net Pension Liability – Retiree Health Insurance Subsidy Program 62
- Schedule of Contributions – Florida Retirement System Pension Plan 63
- Other Post-Employment Benefits Plan – Schedule of Changes in the Town's Total OPEB Liability and Related Ratios 64

COMPLIANCE SECTION

- Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards 65
- Independent Accountant's Report on Compliance with the Requirements of Section 218.415, Florida Statutes 67
- Management Letter Pursuant to the Rules of the Auditor General of the State of Florida 68
- Schedule of Findings and Responses 71
- Impact Fee Affidavit 76

FINANCIAL SECTION

S. Davis & Associates, P.A.
Certified Public Accountants & Consultants

2521 Hollywood Boulevard
Hollywood, Florida 33020
Telephone: 954-927-5900
Fax: 954-927-5927

1176 NW 163 Drive
Miami Gardens, Florida 33169
Telephone: 305-628-1510
Fax: 305-628-1595

900 Osceola Drive, Suite 201I
West Palm Beach, Florida 33409
Telephone: 561-547-0545
Fax: 561-253-2747

Member: American Institute of Certified Public Accountants | Florida Institute of Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor
and Members of the Town Commission
Town of Pembroke Park, Florida

Report of the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, the remaining fund information, and the fiduciary fund of the Town of Pembroke Park, Florida ("the Town") as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, the remaining fund information and the fiduciary fund of the Town of Pembroke Park, Florida ("the Town"), as of September 30, 2022, and the respective changes in financial position, and, where applicable, cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town of Pembroke Park, Florida ("the Town") and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Notes 1 and 5 to the basic financial statements, the Town of Pembroke Park, Florida ("the Town") adopted the provisions of Governmental Accounting Standards Board Statement No. 87, Leases. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and

fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Pembroke Park's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town of Pembroke Park's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Pembroke Park's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 11, budgetary comparison information on pages 57-58, the schedule of changes in the total OPEB liability, and the pension schedules on

pages 59 through 64, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 11, 2024, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.

Hollywood, Florida
January 11, 2024

Management's Discussion and Analysis ("MD&A") is presented to offer readers of the Town of Pembroke Park's ("the Town") financial statements a narrative presentation of the Town's financial performance for the fiscal year ended September 30, 2022, in accordance with the Governmental Accounting Standards Board. This discussion and analysis will provide an overview of the Town's financial activities when read in conjunction with the Town's financial statements.

FINANCIAL HIGHLIGTHS

- The Town of Pembroke Park's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $28,804,659 (net position). Unrestricted governmental activities are $5,510,746 and unrestricted business-types activities $14,033,061 totaling $19,513,807.

- During the 2022 fiscal year, the net position increased by $3,120,990 from $25,683,669 to $28,804,659. Governmental activities net position increased by $1,319,029 (13%) and business type activities net position increased by $1,831,961 (10%).

- The Governmental Funds Revenues, including Other Financing Sources, decreased by $2,914,561 from $15,694,710 in 2021 to $12,780,149 in 2022. This decrease is primarily due to the reduction of grant revenue from the American Rescue Plan Act (ARPA) funding received in fiscal year 2021.

- Property taxes revenue increased governmental activities by $497,546 (7%) during the fiscal year 2022 compared to fiscal year 2021. This is due to the increase in property values.

- The governmental fund received transfers of $172,851 from the sewer utility and stormwater drainage funds to cover overhead cost. General Fund expenditure decreased by $294,129 (3%) because of a reduction in key administrative positions during the year.

- During fiscal year 2022, revenues of all Governmental Funds totaled $12,780,149 while expenditures totaled $11,461,120. As a result, Governmental Funds revenues were $1,319,029 more than Governmental Funds expenditures.

- Business-type activities generated a net operating income of $1,801,851 in fiscal year 2022, compared to $510,458 in 2021. During the fiscal year 2022, operating revenues increased by $1,009,430 from $3,704,326 in 2021 to $4,713,756 in 2022 net of transfers. Operating expenditures decreased by $282,073 from $3,193,868 in 2021 to $2,911,795 in 2022.

OVERVIEW OF THE FINANCIAL STATEMENTS

The MD&A is intended to serve as an introduction to the Town's basic financial statements. The basic financial statements are comprised of three components: 1) government-wide financial

statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other required supplementary information in addition to the basic financial statements themselves.

Government-wide statements: The government-wide financial statements are designed to provide information about the activities of the Town as a whole, in a manner similar to a private sector business. Both long-term and short-term information regarding the Town's finances are presented.

The statement of net position presents information on all of the Town's assets and liabilities, with the difference between the two reported as net position. Increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The statement of activities presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Fund financial statements: A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town categorizes funds into three basic fund types: governmental funds, proprietary funds and fiduciary funds.

Governmental funds: These funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the year. Such information may be useful in evaluating the Town's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Town's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide reconciliations to facilitate this comparison between governmental funds and governmental activities.

Proprietary funds: These funds are comprised of the enterprise funds which are the equivalent of business-type activities in the government-wide statements. These include the Sewer Utility Fund and the Stormwater Drainage Fund.

The fiduciary fund: The Town reports a pension trust for its defined benefit pension plan in the fiduciary fund. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not included in the government-wide financial statement because the resources of those funds are not available to support the Town's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. Fiduciary funds statements can be found in the fund financial statements section of this report and a more detailed description of the Town's pension trust fund may be found in the notes to financial statements.

Notes to the financial statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The Town's analysis of the financial statements begin below. The statement of net position and the statement of activities reports information about the Town's activities that will help answer questions about the financial position and results of operations of the Town. Information for both fiscal year ended 2022 and 2021 are presented for comparison purpose.

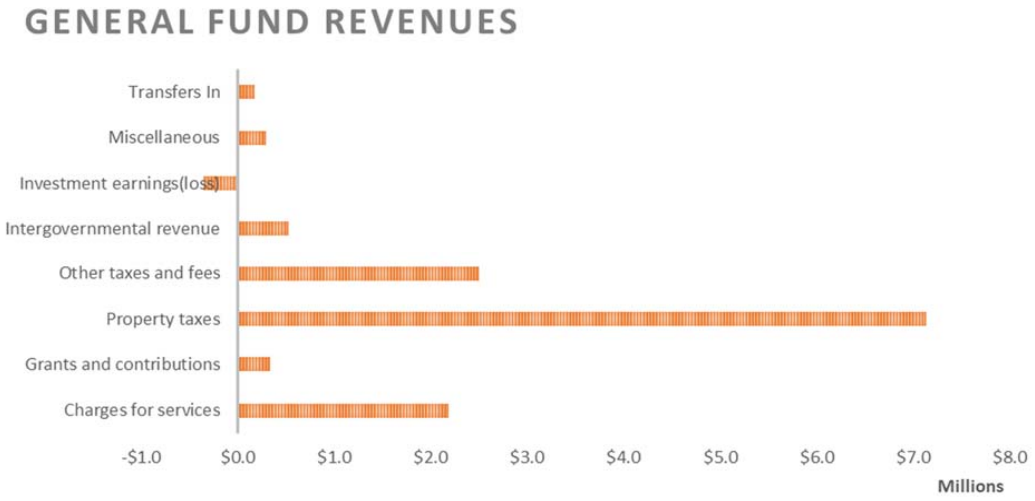
The schedule below summarizes the Town net position for the fiscal year ended 2022 and 2021.

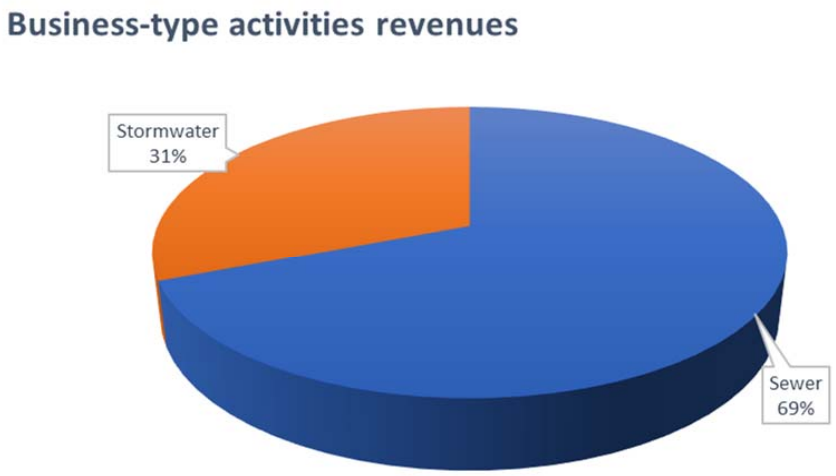
	Governmental activities		Business-type activities		Total	
	2022	2021	2022	2021	2022	2021
Current and other assets	$ 9,575,088	$ 11,480,016	$ 14,618,630	$ 14,775,733	$ 24,193,718	$ 26,255,749
Capital assets, net of depreciation	4,874,984	4,016,308	4,456,320	4,734,128	9,331,304	8,750,436
Total assets	14,450,072	15,496,324	19,074,950	19,509,861	33,525,022	35,006,185
Deferred outflows of resources	2,374,587	1,148,496	352,372	245,532	2,726,959	1,394,028
Current Liabilities	1,151,262	835,465	108,026	304,433	1,259,288	1,139,898
Long-term liabilities	5,496,769	4,089,571	802,803	2,326,068	6,299,572	6,415,639
Total liabilities	6,648,031	4,925,036	910,829	2,630,501	7,558,860	7,555,537
Deferred inflows of resources	(209,102)	2,653,083	97,564	507,924	(111,538)	3,161,007
Net position						
Net investment in capital assets	4,874,984	4,016,308	4,415,868	2,690,718	9,290,852	6,707,026
Restricted	-	42,739	-	1,113,684	-	1,156,423
Unrestricted	5,510,746	5,007,654	14,003,061	12,812,566	19,513,807	17,820,220
Total net position	$ 10,385,730	$ 9,066,701	$ 18,418,929	$ 16,616,968	$ 28,804,659	$ 25,683,669
$ Variance	1,319,029		1,801,961		3,120,990	
% Variance	13%		10%		11%	

The Town's combined net position was $28,804,659 as of September 30, 2022. Governmental activities net position totaled $10,385,730 and business-type activities net position totaled $18,418,929. This represents an increase of $3,120,990 from fiscal year 2021.

Unrestricted net position is that portion of net position that can be used to finance daily operations without constraints established by debt covenants, enabling legislation, or other legal requirements. As of September 30, 2022, the Town's unrestricted net position increased by $503,092 which resulted from a combination of the governmental activities unrestricted net position increase of $5,510,746 and the business-type activities net position increase of $1,190,495. The combined unrestricted net position amounted to $19,513,807 as of September 30, 2022. A key component to the Town's growth in net position is the Town's effort to encourage business investments in the Town. The Town's open-door policy with the private sector together with the Town's strict zoning regulations and balanced land use provide for the Town's stable growth of industrial, commercial, residential, and recreational development.

General discussion on revenues: Property tax revenues are the major revenue source in the General Fund and it accounts for 56% of the total governmental fund revenues and 68% of total government-wide general revenues in the fiscal year 2022. The millage rate established by the Town during the budget process determines how much property tax revenue is generated in the General Fund. Property tax revenues increased by $497,546 to $7,133,140 compared to prior year revenues. The increase was due to the increase in property value. The Town has kept its millage rate unchanged for the past years at 8.5000 mills.





Business-type activities for the year resulted in an increase in the net position of $1,801,961. The main reason for this change is:

- Sewer utility fund revenue exceeded total expenses by $1,104,381.
- Stormwater drainage fund revenue exceeded total expenses by $697,580.

General discussion on expenses: Expenses for the governmental and business type activities were $11,461,120 and $2,911,795, respectively. One of the Town's major expenses is to Broward County for police and fire rescue which accounts for $7,025,175 or 61% of the total expenses for governmental activities.

During the fiscal year 2022 the Town experienced a decreased in salaries and benefits of $241,819 which is mainly due to the unfilled and open administrative and police positions during the year. Program expenses for business type activities funds decreased by $294,129 primarily due to decreased capital expenditures during the year.

The following table presents a condensed Statement of Activities:

CHANGES IN NET POSITION
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30,

	Governmental activities		Business-type activities		Total	
	2022	2021	2022	2021	2022	2021
Revenues:						
Program revenues:						
Charges for services	$ 2,184,822	$ 1,874,878	$ 4,546,433	$ 4,259,671	$ 6,731,255	$ 6,134,549
Operating grants and contributions	330,969	3,661,243	-	-	330,969	3,661,243
Capital grants and contributions	-	-	-	3,278	-	3,278
General revenues:						
Property taxes	7,133,140	6,635,594	-	-	7,133,140	6,635,594
Other taxes and fees	2,498,250	2,260,462	-	-	2,498,250	2,260,462
Intergovernmental revenue	524,816	456,537	-	-	524,816	456,537
Unrestricted investment earnings	(353,763)	21,749	37,426	793	(316,337)	22,542
Miscellaneous	289,064	190,479	302,748	34,352	591,812	224,831
Transfers	172,851	593,768	(172,851)	(593,768)	-	-
Total revenues	$ 12,780,149	15,694,710	4,713,756	3,704,326	17,493,905	19,399,036
Expenses:						
Governmental activities:						
General government	1,997,667	2,304,694	-	-	1,997,667	2,304,694
Public safety	6,930,703	7,109,582	-	-	6,930,703	7,109,582
Building	822,726	341,743	-	-	822,726	341,743
Physical environment	1,015,570	917,035	-	-	1,015,570	917,035
Public works	445,801	515,913	-	-	445,801	515,913
Culture and recreation	248,653	566,282	-	-	248,653	566,282
Business - type activities:						
Sewer utilities			1,967,201	2,353,741	1,967,201	2,353,741
Stormwater drainage district	-	-	944,594	840,127	944,594	840,127
Total expenses	11,461,120	11,755,249	2,911,795	3,193,868	14,372,915	14,949,117
Change in net position	1,319,029	3,939,461	1,801,961	510,458	3,120,990	4,449,919
Net position - beginning	9,066,701	5,127,240	16,616,968	16,106,510	25,683,669	21,233,750
Net position - ending	$ 10,385,730	$ 9,066,701	$ 18,418,929	$ 16,616,968	$ 28,804,659	$ 25,683,669

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

The Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds: The purpose of the Town's governmental funds is to provide information on near-term inflows, outflows, and balances of available resources relative to the Town's financing requirements. Unassigned fund balance serves as the most useful measure of a Town's net resources available for spending at the end of the fiscal year.

Proprietary Funds: The Town's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Total net position of the proprietary funds amounted to $18,418,929 at the end of the fiscal year ended September 30, 2022, an increase

of $1,801,961 over the prior fiscal year. Other factors concerning the finances of these two funds are covered in more detail in the discussion of the Town's business-type activities in the Government-wide Financial Analysis section.

General Fund Budgetary Highlights

The Commission approves purchase orders and nonrecurring expenditures over $1,500 monthly. The Commission uses this procedure to closely monitor expenditures and commitments made by the Town.

Actual General Fund revenues for fiscal year 2022 was below the final budget by $706,050. Actual expenditure for the year were $188,463 more than the final budget. The major expenditure variances between the budget and actual in the general fund are reflected in general government, which is due to an overall increase in capital outlay, police, fire, financial and administrative, and decrease in public works, culture and recreation, physical environment, Mayor and Commission and Town attorney.

Capital Assets

The Town's investment in capital assets for its governmental and business-type activities as of September 2022 totaled $9,219,859 (net of accumulated depreciation). This investment in capital assets includes land, buildings, water distribution and sewer collection storm and drainage systems, park improvements, equipment, and street improvements. Please refer to the schedules in the Notes to the Financial Statements that summarize capital asset activity over the past fiscal year.

Debt Administration

At the end of the fiscal year 2022, the Town has debt totaling $2,385,862. This amount excludes compensated absences, net pension liability, and OPEB obligation. For more detailed information, please refer to the notes in the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The Town's primary sources of revenue are property taxes, utility service taxes and charges for services. State shared revenues, which include telecommunication taxes, account for another large source of revenue.

The Town has a very diverse tax base including substantial amounts of commercial and industrial property which should allow for a smaller impact to ad valorem revenues in future years should the economy experience a much severe downturn. For more information regarding the Town's property taxes please refer to the notes to the financial statements.

The Town was granted $3,380,261 from the American Rescue Plan Act of 2022 funding to rebuild the Town's economy, stimulate growth, and assist with the needs of the residents and businesses.

REQUEST FOR INFORMATION

The financial report is designed to provide a general overview of the Town's finances for all readers with an interest in its finances. The report has been prepared by the finance department of the Town of Pembroke Park, Florida with the assistance of the Town's external auditors. Any questions or comments about this report are welcomed and may be directed to the Town's Finance Director at (954) 966-4600, extension 232, fax at (954) 961-4760, or by mail to the Town of Pembroke Park, Finance Director, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023.

Basic Financial Statements

TOWN OF PEMBROKE PARK, FLORIDA
Statement of Net Position
September 30, 2022

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash, cash equivalents and equity in pooled cash	$ 3,816,049	$ 9,835,379	$ 13,651,428
Investments	5,372,004	3,867,582	9,239,586
Accounts receivable, net	138,915	915,669	1,054,584
Intergovernmental receivables	226,380	-	226,380
Prepaids	88,410	-	88,410
Restricted cash	-	-	-
Net pension asset – Commissioner pension	(66,670)	-	(66,670)
Right to use leased assets, net of amortization	111,445	-	111,445
Capital assets:			
Nondepreciable	2,188,924	34,347	2,223,271
Depreciable, net	2,574,615	4,421,973	6,996,588
Total assets	14,450,072	19,074,950	33,525,022
DEFERRED OUTFLOWS OF RESOURCES			
Pension	2,374,587	352,372	2,726,959
LIABILITIES			
Accounts payable	388,516	99,150	487,666
Accrued payroll	98,548	8,876	107,424
Accrued interest payable	3,710	-	3,710
Unearned revenues	164,115	-	164,115
Customer deposits	36,114	-	36,114
Noncurrent liabilities:			
Due in less than one year:			
Loan payable	275,503	-	275,503
Lease liability	29,590	-	29,590
Compensated absences	155,166	-	155,166
Due in more than one year:			
Loan payable	1,995,948	-	1,995,948
Lease liability	84,821	-	84,821
Compensated absences	176,009	40,452	216,461
Net OPEB liability	48,057	11,308	59,365
Net pension liability	3,191,934	751,043	3,942,977
Total liabilities	6,648,031	910,829	7,558,860
DEFERRED INFLOWS OF RESOURCES			
Pension	(209,102)	97,564	(111,538)
NET POSITION			
Net investment in capital assets	4,874,984	4,415,868	9,290,852
Restricted for:			
Law enforcement	-	-	-
Debt service	-	-	-
Capital projects	-	-	-
Unrestricted	5,510,746	14,003,061	19,513,807
Total net position	$ 10,385,730	$ 18,418,929	$ 28,804,659

The accompanying notes to financial statements are an integral part of these statements.

TOWN OF PEMBROKE PARK, FLORIDA
Statement of Activities
For the Year Ended September 30, 2022

		Program Revenues			Net (Expenses) Revenue and Changes in Net Position		
Functions/Programs	**Expenses**	**Charges for Services**	**Operating Grants and Contributions**	**Capital Grants and Contributions**	**Governmental Activities**	**Business-type Activities**	**Total**
Primary government							
General government	$ 1,997,667	$ 542,107	$ -	$ -	$ (1,455,560)	$ -	$ (1,455,560)
Public safety	6,930,703	526,268	-	-	(6,404,435)	-	(6,404,435)
Building	822,726	1,112,547	-	-	289,821	-	289,821
Physical environment	1,015,570	-	330,969	-	(684,601)	-	(684,601)
Public works	445,801	-	-	-	(445,801)	-	(445,801)
Culture and recreation	248,653	3,900	-	-	(244,753)	-	(244,753)
Total governmental activities	11,461,120	2,184,822	330,969	-	(8,945,329)	-	(8,945,329)
Business-type activities:							
Sewer utilities	1,967,201	3,135,945	-	-	-	1,168,744	1,168,744
Stormwater drainage district	944,594	1,410,488	-	-	-	465,894	465,894
Total business-type activities	2,911,795	4,546,433	-	-	-	1,634,638	1,634,638
Total	$ 14,372,915	$ 6,731,255	$ 330,969	$ -	(8,945,329)	1,634,638	(7,310,691)
General revenues:							
Property taxes					7,133,140	-	7,133,140
Local option gas tax					110,040	-	110,040
Utility service taxes					1,386,422	-	1,386,422
Franchise taxes					1,001,788	-	1,001,788
Intergovernmental revenue					524,816	-	524,816
Unrestricted investment earnings					(353,763)	37,426	(316,337)
Miscellaneous					289,064	302,748	591,812
Transfers					172,851	(172,851)	-
Total general revenues					10,264,358	167,323	10,431,681
Change in net position					1,319,029	1,801,961	3,120,990
Net position - beginning					9,066,701	16,616,968	25,683,669
Net position – ending					$ 10,385,730	$ 18,418,929	$ 28,804,659

The accompanying notes to financial statements are an integral part of these statements.

TOWN OF PEMBROKE PARK, FLORIDA
Balance Sheet – Governmental Funds
September 30, 2022

	Major Fund		
	General Fund	Non-Major Governmental Fund	Total Governmental Funds
ASSETS			
Cash – unrestricted and restricted	$ 2,667,707	$ 1,148,342	$ 3,816,049
Equity in pooled investments and pooled cash	5,372,004	-	5,372,004
Accounts receivable, net	138,112	803	138,915
Intergovernmental receivable	226,380	-	226,380
Prepaids	88,410	-	88,410
Total assets	$ 8,492,613	$ 1,149,145	$ 9,641,758
LIABILITIES AND FUND BALANCE			
Liabilities:			
Accounts payable	$ 304,095	$ 84,421	$ 388,516
Accrued liabilities	87,496	11,052	98,548
Due in less than one year:			
Loan payable - current portion	275,503	-	275,503
Unearned revenue	164,115	-	164,115
Accrued compensated absences	155,166	-	155,166
Customer deposits	36,114	-	36,114
Due in more than one year:			
Loan payable - noncurrent portion	1,995,948	-	1,995,948
Total liabilities	3,018,437	95,473	3,113,910
Fund balances			
Nonspendable			
Prepaid items	88,410	-	88,410
Restricted			
Law enforcement	-	-	-
Unassigned	5,385,766	1,053,672	6,439,438
Total fund balances	5,474,176	1,053,672	6,527,848
Total liabilities and fund balances	$ 8,492,613	$ 1,149,145	$ 9,641,758

The accompanying notes to financial statements are an integral part of these statements.

TOWN OF PEMBROKE PARK, FLORIDA
Reconciliation of the Balance Sheet of the Governmental Funds to the Statement of Net Position
September 30, 2022

Fund balances - governmental funds		$ 6,527,848
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.		
Right to use of leased assets	$ 142,253	
Accumulated depreciation	(30,808)	111,445
Cost of capital assets	$ 10,027,761	
Accumulated depreciation	(5,264,222)	4,763,539
Deferred outflows of resources related to pensions are recorded in the statement of net position.		2,374,587
Deferred inflows of resources related to pensions are recorded in the statement of net position.		209,102
Net pension asset created through funding of the plan as employer contribution to the Commissioner pension plan is not recognized in the governmental fund financial statements.		(66,670)
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund financial statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.		
Net OPEB liability		(48,057)
Net pension liability		(3,191,934)
Obligation under lease		(114,411)
Accrued Interest		(3,710)
Compensated absences		(176,009)
Net position of governmental activities		$ 10,385,730

The accompanying notes to financial statements are an integral part of these statements.

TOWN OF PEMBROKE PARK, FLORIDA
Statement of Revenues, Expenditures and
Changes in Fund Balances – Governmental Funds
For the Year Ended September 30, 2022

	Major Fund	Non-Major Governmental Fund	Total Governmental Funds
	General Fund		
REVENUES			
Property taxes	$ 7,133,140	$ -	$ 7,133,140
Local option gas tax	110,040	-	110,040
Utility service taxes	1,386,422	-	1,386,422
Licenses and permits	537,198	1,112,547	1,649,745
Franchise taxes	1,001,788	-	1,001,788
Intergovernmental revenues	524,816	-	524,816
Charges for services	472,138	-	472,138
Fines and forfeitures	62,864	-	62,864
Grants revenues	331,044	-	331,044
Interest	(353,763)	-	(353,763)
Miscellaneous	119,011	27,801	146,812
Total revenues	11,324,698	1,140,348	12,465,046
EXPENDITURES			
Current			
General government	4,030,639	-	4,030,639
Public safety	7,031,227	-	7,031,227
Building	-	875,299	875,299
Physical environment	212,152	-	212,152
Public works	500,837	-	500,837
Culture and recreation	362,935	-	362,935
Capital outlay			
Machinery and equipment	215,169	-	215,169
Leases	142,252	-	142,252
Total expenditures	12,495,211	875,299	13,370,510
Excess of revenues over expenditures	(1,170,513)	265,049	(905,464)
OTHER FINANCING SOURCES			
Transfers in	172,851	-	172,851
Lease proceeds	142,252	-	142,252
Total Other Financing Sources	315,103	-	315,103
Net change in fund balances	(855,410)	265,049	(590,361)
Fund balances – beginning	6,329,586	788,623	7,118,209
Fund balances – ending	$ 5,474,176	$ 1,053,672	$ 6,527,848

The accompanying notes to financial statements are an integral part of these statements.

TOWN OF PEMBROKE PARK, FLORIDA
Reconciliation of the Statement of Revenues, Expenditures and Change in Fund Balances of the Governmental Funds to the Statement of Activities
For the Year Ended September 30, 2022

Net change in fund balances – total governmental funds	$	(590,361)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures, however, in the statement of activities, the cost of those assets is eliminated and are capitalized and reported as capital assets in the statement of net position.		215,169
Capital outlay- Lease		142,252
Depreciation on capital assets is not recognized in the governmental funds statements, but is reported as an expense in the statement of activities.		(387,090)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. The details of the differences are as follows:		
Pension expense		2,111,053
Change in compensated absence		(5,127)
Change in other post-employment benefit obligation		(166,867)
Change in net position of governmental activities	$	1,319,029

The accompanying notes to financial statements are an integral part of these statements.

TOWN OF PEMBROKE PARK, FLORIDA
Statement of Net Position - Proprietary Funds
September 30, 2022

	Major Funds		
	Sewer Utility	Stormwater Drainage	Total
ASSETS			
Current assets:			
Equity in pooled cash and cash equivalents	$ 3,954,345	$ 5,881,034	$ 9,835,379
Equity in pooled investments	1,817,238	2,050,344	3,867,582
Accounts receivable, net	713,419	202,250	915,669
Restricted cash	-	-	-
Total current assets	6,485,002	8,133,628	14,618,630
Noncurrent assets:			
Capital assets:			
Construction in progress	-	34,347	34,347
Infrastructure	7,316,382	10,782,824	18,099,206
Machinery and equipment	314,097	179,210	493,307
Less accumulated depreciation	(5,651,019)	(8,519,521)	(14,170,540)
Total capital assets, net	1,979,460	2,476,860	4,456,320
Total noncurrent assets	1,979,460	2,476,860	4,456,320
Total assets	8,464,462	10,610,488	19,074,950
DEFERRED OUTFLOWS OF RESOURCES			
Pension	220,233	132,140	352,372
LIABILITIES			
Current liabilities:			
Accounts payable	46,293	52,857	99,150
Accrued payroll	7,876	1,000	8,876
Accrued interest payable	-	-	-
Current portion of loan payable	-	-	-
Total current liabilities	54,169	53,857	108,026
Noncurrent liabilities:			
Notes and loans payable	-	-	-
Compensated absences	38,827	1,625	40,452
OPEB liability	7,067	4,241	11,308
Net pension liability	469,402	281,641	751,043
Total noncurrent liabilities	515,296	287,507	802,803
Total liabilities	569,465	341,364	910,829
DEFERRED INFLOWS OF RESOURCES			
Pension	60,977	36,587	97,564
NET POSITION			
Net investment in capital assets	1,940,634	2,475,234	4,415,868
Restricted for debt service	-	-	-
Restricted for capital projects	-	-	-
Unrestricted	6,113,618	7,889,443	14,003,061
Total net position	$ 8,054,252	$ 10,364,677	$ 18,418,929

The accompanying notes to financial statements are an integral part of these statements.

TOWN OF PEMBROKE PARK, FLORIDA
Statement of Revenues, Expenses and Changes in Net Position - Proprietary Funds
For the Year Ended September 30, 2022

	Major Funds		
	Sewer Utility	Stormwater Drainage	Total
OPERATING REVENUES			
Charges for services	$ 3,135,945	$ 1,410,488	$ 4,546,433
Total operating revenues	3,135,945	1,410,488	4,546,433
OPERATING EXPENSES			
Salaries and benefits	341,345	175,213	516,558
Contractual services	1,033,560	-	1,033,560
Repairs and maintenance	235,505	19,251	254,756
Miscellaneous expense	41,479	74,579	116,058
Insurance premiums	90,447	63,858	154,305
Utilities	59,895	27,658	87,553
Depreciation and amortization	294,381	441,702	736,083
Total operating expense	2,096,612	802,261	2,898,873
Operating income	1,039,333	608,227	1,647,560
NON OPERATING REVENUES (EXPENSES)			
Interest revenue	56,553	(19,127)	37,426
Interest expense	(12,922)	-	(12,922)
Impact Fee	141,288	161,460	302,748
Other revenue	-	-	-
Total non-operating revenue (expenses)	184,919	142,333	327,252
Transfers	(119,871)	(52,980)	(172,851)
Change in net position	1,104,381	697,580	1,801,961
Net position - beginning	6,949,871	9,667,097	16,616,968
Net position - ending	$ 8,054,252	$ 10,364,677	$ 18,418,929

The accompanying notes to financial statements are an integral part of these statements.

TOWN OF PEMBROKE PARK, FLORIDA
Statement of Cash Flows - Proprietary Funds
For the Year Ended September 30, 2022

	Major Funds		
CASH FLOWS FROM OPERATING ACTIVITIES	**Sewer Utility**	**Stormwater Drainage**	**Total**
Receipts from customers and users	$ 3,022,785	$ 1,391,124	$ 4,413,909
Payments to employees	(245,899)	(258,706)	(504,605)
Payments to suppliers of goods and services	(1,568,616)	(111,226)	(1,679,842)
Net cash provided by operating activities	1,208,270	1,021,192	2,229,462
CASH FLOWS FROM NON CAPITAL FINANCING ACTIVITIES			
Transfers	(119,871)	(52,980)	(172,851)
Cash received from impact fees and other	141,288	161,460	302,748
Net cash used in non-capital and related financing activities	21,417	108,480	129,897
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Purchases of capital assets	(227,819)	(230,456)	(458,275)
Principal paid	(2,012,000)	-	(2,012,000)
Interest paid	(21,604)	-	(21,604)
Net cash used in capital and related financing activities	(2,261,423)	(230,456)	(2,491,879)
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest earnings	56,553	(19,127)	37,426
Sales of investments	63,320	72,106	135,426
Net cash provided by capital and related financing activities	119,873	52,979	172,852
Net increase in cash and cash equivalents	(911,863)	952,195	40,332
Cash and cash equivalents – October 1	4,866,208	4,928,839	9,795,047
Cash and cash equivalents – September 30	$ 3,954,345	$ 5,881,034	$ 9,835,379

The accompanying notes to financial statements are an integral part of these statements.

TOWN OF PEMBROKE PARK, FLORIDA
Statement of Cash Flows – Proprietary Funds (Continued)
For the Year Ended September 30, 2022

	Major Funds		
	Sewer Utility	Stormwater Drainage	Total
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES			
Operating income	$ 1,039,333	$ 608,227	$ 1,647,560
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation and amortization	294,381	441,702	736,083
Pension expense	(14,215)	(35,774)	(49,989)
OPEB expense	(545)	(326)	(871)
Decrease in accounts receivable	46,383	15,626	62,009
Increase in accounts payable	(166,423)	11,046	(155,377)
Decrease in accrued interest payable	(7,335)	-	(7,335)
Increase in accrued payroll	(5,278)	(6,382)	(11,660)
Increase in compensated absences	21,969	(12,927)	9,042
Total adjustments	168,937	412,965	581,902
Net cash provided by operating activities	$ 1,208,270	$ 1,021,192	$ 2,229,462

The accompanying notes to financial statements are an integral part of these statements.

TOWN OF PEMBROKE PARK, FLORIDA
Statement of Fiduciary Net Position
September 30, 2022

	Commissioners' Pension Trust Fund	Total
ASSETS		
Investments	$ 2,777,603	$ 2,777,603
Life insurance and variable annuity contracts	527,892	527,892
Total assets	3,305,495	3,305,495
LIABILITIES		
Total liabilities	-	-
NET POSITION		
Held in trust for pension benefits	3,305,495	3,305,495
Total net position	$ 3,305,495	$ 3,305,495

The accompanying notes to financial statements are an integral part of these statements.

TOWN OF PEMBROKE PARK, FLORIDA
Statement of Changes in Fiduciary Net Position
For the Year Ended September 30, 2022

	Commissioners' Pension Trust Fund	Total
ADDITIONS		
Employer contributions	$ -	$ -
Investment income, net	(459,781)	(459,781)
Total additions	(459,781)	(459,781)
DEDUCTIONS		
Benefit payments	188,891	188,891
Administrative expenses	4,263	4,263
Total liabilities	193,154	193,154
Change in net position	(652,935)	(652,935)
Net position held in trust for pension benefits - beginning	3,958,430	3,958,430
Net position held in trust for pension benefits - ending	$ 3,305,495	$ 3,305,495

The accompanying notes to financial statements are an integral part of these statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Financial reporting entity

The Town of Pembroke Park was incorporated on December 10, 1957 and established on June 20, 1959 by Chapter 59-1722, Laws of Florida, as amended. The Town provides the following services as authorized by its charter; general government, public safety, physical environment, public works and culture and recreation.

The financial statements of Town of Pembroke Park, Florida (the "Town"), have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the more significant accounting policies of the Town:

The reporting entity is defined as the primary government and any organizations for which the primary government is financially accountable, and identification of legally separate organizations for which the elected officials of the Town are financially accountable. This criterion also includes identification of organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's basic financial statements to be misleading or incomplete. Based upon this review, there were no potential component units or related organizations of the Town.

Financial accountability is deemed to exist if the primary government appoints a voting majority of an organization's governing board and is either able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government. A primary government may also be financially accountable for governmental organizations with a separately elected governing board, a governing board appointed by another government, or a jointly appointed board that is fiscally dependent on the primary government.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of inter-fund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and user charges for services.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those expenses that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. Separate financial statements are also provided for fiduciary funds which are not included in the government-wide financial statements.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures and compensated absences are recorded only when payment is due.

Property taxes, franchise fees, utility service taxes and interest are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items such as fines and forfeitures and licenses and permits are considered to be measurable and available only when cash is received by the government.

The Town reports the following major governmental fund:

> The General Fund is the principal operating fund of the Town. All general tax revenues and other receipts that are not allocated by law or contractual agreement to another fund are accounted for in this Fund.

The Town reports the following major proprietary funds:

> The Sewer Utility Fund accounts for the operation of the Town's sewer utility system.
>
> The Stormwater Drainage Fund accounts for providing drainage services to the residents of the Town.

Additionally, the Town reports the following fiduciary fund:

> Commissioners' Pension Trust Fund as a fiduciary fund, which accounts for the activities of the pension plan provided to the Town's commissioners.
>
> As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Interfund services provided and used are not eliminated in the process of consolidation. Amounts reported as program revenues

include 1) charges to customers or applicants for goods, services, or privileges provided, and fines and forfeitures, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenue of the Sewer Utility Fund and Stormwater Drainage Fund are charges to customers for sales and services.

Operating expenses for enterprise funds include the costs of sales and services, administrative expenses, and the provision for depreciation of capital assets. All revenues and expenses that do not meet this definition are reported as non-operating revenue and expenses.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, and then unrestricted resources as they are needed.

D. Assets, liabilities and net position or equity

1. **Cash and Cash Equivalents**

   In connection with the statement of cash flows, the Town's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less when purchased.

   The Town maintains a cash and investment pool that is available for use by all funds to facilitate the cash management process. Each fund's portion of this pool is included on the statement of net position/balance sheet as equity in pooled cash, cash equivalents and investments.

2. **Investments**

   Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

3. **Prepaid Items**

   Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements using the consumption method. Expenditures for services extending over more than one accounting period are accounted for as expenditures of the period of use.

4. **Restricted Assets**

   These assets represent cash and investments set aside pursuant to debt covenants or other contractual restrictions.

5. **Capital Assets**

Capital assets, which include land, construction in progress, buildings, improvements other than buildings, infrastructure, machinery and equipment and right to use leased assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. The Town defines capital assets other than right to use leased assets as assets with an initial, individual cost of more than $250 and an estimated useful life in excess of one year. Other than right to use leased assets, such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Contributed capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets is reflected in the capitalized value of the asset constructed, net of interest earned on the invested proceeds over the same period for Enterprise Funds.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Buildings	50 years
Improvements other than buildings	10-20 years
Infrastructure	20 years
Machinery and equipment	5 years
Right-to-use leased assets	2-5 years

GASB No. 34 encourages but does not require certain governments to retroactively report infrastructure assets. The Town has elected not to retroactively report any unrecorded infrastructure that may exist.

6. **Leases**

The Town is a lessee for noncancellable leases of equipment and vehicles. The Town recognize a lease liability and an intangible right-to-use lease assets (lease asset) in the financial statements. The Town recognizes lease assets and liability with an initial value of 142,000 or more.

At the commencement of a lease, the Town initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of the lease payment made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the Town determines 1) the discount rate it uses to discount the expected lease payments to present value, 2) lease term, and 3) lease payments. The Town uses the interest rate charged by the lessor as the discount rate. When the interest rate charge by the lessor is not provided, the Town generally uses its estimated incremental borrowing rate as the discount rate for leases

The lease terms include the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the Town is reasonable certain to exercise.

The Town monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

7. **Long-Term Debt**

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond issue costs are expensed as incurred.

8. **Compensated Absences Payable**

Town employees may accumulate unused vacation and sick time and may be compensated for such time upon termination of employment at their pay rate in effect at their retirement date. For sick time, there is a limit payable upon termination of no more than $500 for employees. For vacation time, the amount payable upon termination is limited to 400 hours of leave, except for the amount accrued by the Town Manager which is based on the contract between the Town and the Manager. The liability for these compensated absences in the General Fund is recorded as a long-term liability in the government-wide statement of net position. In the fund financial statements, governmental funds report only the compensated absence liabilities that have matured. In addition, the General Fund has always been used to liquidate compensated absences payable.

9. **Encumbrances**

Appropriations in budgetary funds are encumbered upon issuance of purchase orders, contracts, or other forms of legal commitments. Encumbrances outstanding at year end represent the estimated amount of the expenditures ultimately to result if unperformed contracts in process at year end are completed. Encumbrances outstanding at year end do not constitute expenditures or liabilities.

10. **Accounts Receivable**

Accounts receivable and allowance for doubtful accounts at September 30, 2022 were as follows:

	General	Sewer	Stormwater Drainage	Total
Utility taxes	$ 166,543	$ -	$ -	$ 166,543
Franchise fee	140,707	-	-	140,707
Broward County	127,677	761,286	225,170	1,114,133
Other receivables	1,831	-	-	1,831
Customer accounts receivable	72,901	-	-	72,901
Gross accounts receivable	509,659	761,286	225,170	1,496,115
Less: Allowance for uncollectable accounts	(144,364)	(47,868)	(22,919)	(215,151)
Accounts receivable, net	$ 365,295	$ 713,418	$ 202,251	$ 1,280,964

11. **Deferred outflows/inflows of resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Town presents a deferred outflow of resources related to its pension liability.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Town presents a deferred outflow of resources related to its pension liability.

12. **Interfund Receivables and Payables**

Transactions between funds that are representative of lending/borrowing arrangement outstanding at the end of the year are referred to as either “interfund receivables/payables”. Any residual outstanding balances between the governmental activities and business-type activities at year end are reported in the government-wide financial statements as internal balances.

13. **Unavailable/Unearned Revenue**

Unavailable revenue (a deferred inflow of resources) is recorded for governmental fund receivables that are not both measurable and available. In addition, inflows that do not yet meet the criteria for revenue recognition, such as lease revenue collected in advance, are recorded as unearned revenue in the government-wide and fund statements.

14. **Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

15. **Equity Classifications**

Government-wide statements

Equity is classified as net position and displayed in three components:

a. Net investment in capital assets - consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any debt, or other borrowings that are attributable to the acquisition, construction or improvement of those assets.
b. Restricted net position - consists of net position with constraints placed on their use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments, or 2) law through constitutional provisions or enabling legislation.
c. Unrestricted net position - all other net position that does not meet the definition of "restricted" or "net investment in capital assets."

Fund Statements

The Town presents fund balance in accordance with GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This statement requires that governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact.

Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

Committed: The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The Town Commission is the highest level of decision-making authority for the government that can, by

adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken (the adoption of another resolution) to remove or revise the limitation.

Assigned: This classification includes amounts that are constrained by the Town's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Town Council or through the Town Council delegating this responsibility to the Town manager through the budgetary process. This classification also includes the remaining positive fund balance for all governmental funds except for the General Fund.

Unassigned: This classification includes the residual fund balance for the General Fund.

It is the Town's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

16. **New Accounting Standards Adopted**

Effective October 1, 2021, the Town implemented GASB Statement No. 87 "*Leases*", which became effective for fiscal year ending September 30, 2022. Under previous guidance, leases were classified as either operating or capital leases, depending on whether the lease met any of the four criteria. This statement outlines new guidance that establishes a single model for lease accounting based on the fundamental principle that leases are financings of the right to use an underlying assets, with the present value measurements of payments expected to be made during the lease term. Under the Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. The implementation of GASB No. 87 required a remeasurement of lease liabilities. The adoption of GASB 87 is reflected in Notes 5 and 6.

The following pronouncements did not have a material impact on the financial position or results of operations of the Town:

GASB 84 – Fiduciary Activities

The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities.

In June 2018, the GASB issued Statement No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period. This Statement will enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and simplify accounting for interest cost incurred before the end of a construction period. This Statement is effective for the fiscal year ending September 30, 2022. This standard has no impact on the Town financial statements.

GASB 93 – Replacement of Interbank Offered Rates

The objective of this Statement is to address the accounting and financial reporting implications that result from the replacement of an Interbank offered rate (IBOR). The removal of London Interbank Offered Rate (LIBOR) as an appropriate benchmark interest rate is effective for reporting periods ending after December 31, 2021. This standard has no impact on the Town financial statements.

17. **Pronouncements Issued, but Not Yet Adopted**

GASB 91 – Conduit Debt Obligations

The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement requires issuers to disclose general information about their conduit debt obligations, organized by type of commitment, including the aggregate outstanding principal amount of the issuers' conduit debt obligations and a description of each type of commitment. This Statement also addresses arrangements often characterized as leases that are associated with conduit debt obligations. The requirements of this Statement are effective for reporting periods beginning after December 15, 2020.

GASB 94 – Public-Private and Public –Public Partnerships and Availability Payment Arrangements

This Statement will improve financial reporting by addressing issues related to public-private and public-public arrangements. This Statement also provides guidance for accounting and financial reporting for availability payment arrangements. This Statement is effective for the fiscal year ending September 30, 2023.

GASB 96 – Subscription-Based Information Technology Arrangements

This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). The requirements of this Statement will take effect for financial statements starting with fiscal year that ends September 30, 2023.

GASB 97 – Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans-an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32

The primary objectives of this Statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans. The requirements of this Statement will take effect for financial statements starting with fiscal year that ends June 30, 2022.

The Town is currently evaluating the impact, if any, of implementation of the provisions of these GASB statements on the financial position or results of operations.

GASB 100 – Accounting Changes and Error Corrections—an amendment of GASB Statement No. 62

The primary objective of this statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. This statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. This statement will become effective for fiscal year ending June 30, 2024.

GASB 102 – Compensated Absences

The objective of this statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. This statement will become effective for the fiscal year ending June 30, 2025.

18. **Subsequent Events**

Subsequent events are events or transactions that occur after the balance sheet date, but before the financial statements are issued or are available to be issued. Subsequent events should be

disclosed in the financial statements if exclusion of such disclosure would cause the financial statements to be misleading.

Management has evaluated subsequent events through January 11, 2024, the date the financial statements were available, and does not believe that there are any other events or transactions that require disclosure. Also see Note 10 – Commitments and Contingencies.

NOTE 2 - BUDGETARY INFORMATION

Annual operating budgets are adopted by the Town for the General Fund and the Enterprise Funds, which are prepared on a basis consistent with generally accepted accounting principles. Amendments may be made to the budgets during the year as approved by the Town Commission. The Town follows State guidelines in filing and submitting their budgets. Appropriations are legally controlled at the department level. Unexpended portions of budget categories lapse at year end.

The adoption of the budget by the Town Commission constitutes the legal appropriation of the amounts specified therein as expenditures from the appropriate governmental fund. A department budget cannot be exceeded unless the Town Commission has approved a supplemental appropriation, by motion, at a public meeting. The Town Manager may authorize a budget adjustment among the various line items within a department, as long as the total budget for the department does not change.

NOTE 3 - DEPOSITS AND INVESTMENTS

Deposits: In addition to insurance provided by the Federal Depository Insurance Corporation, all deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, Florida Security for Public Deposits Act, the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or other banking institution eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. Accordingly, all amounts reported as deposits are insured or collateralized with securities held by the entity or its agent in the entity's name.

Investments - Town: The investment of funds is authorized by Florida Statutes, which allows the Town to invest in the Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Inter local Cooperation Act, SEC registered money market funds with the highest credit quality rating, interest-bearing time deposits or savings accounts in qualified public depositories and direct obligations of the U.S. Treasury.

The Town invests surplus funds in external investment pools, the Local Government Surplus Funds Trust Fund (the "State Pool"), administered by the Florida State Board of Administration ("SBA") and the Florida Municipal Investment Trust administered by the Florida League of Cities.

The Town's investments follow the investment rules as defined in Florida Statutes Chapter 215. The Town has not adopted a separate investment policy.

The State Board of Administration's ("SBA") Local Government Surplus Funds Trust Fund ("Florida PRIME") is a "2a-7 like" pool. A "2a-7 like" pool is an external investment pool that is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a-7 of the Investment Company Act of 1940, which comprises the rules governing money market funds. Thus, the pool operates essentially as a money market fund. The Town has reported its investment in Florida PRIME at amortized cost for financial reporting purposes.

As of September 30, 2022, the Town had the following investments:

Governmental Activities	Fair Value	Amortized Cost	Total	Fair Value Level	Credit Risk	Maturities
Investment in Local Government Surplus Funds Trust Fund (Florida PRIME)	$ -	$ 148,349	$ 148,349	N/A	S&P AAAm	Weighted average of the fund portfolio: 33 days
FL Municipal Investment Trust 1-3 Year High Quality Bond	5,223,655	-	5,223,655	2	Not Available	Not Available
	$ 5,223,655	$ 148,349	$5,372,004			
Business-Type Activities						
Investment in Local Government Surplus Funds Trust Fund (Florida PRIME)	$ -	$ 225,087	$ 225,087	N/A	S&P AAAm	Weighted average of the fund portfolio: 33 days
FL Municipal Investment Trust 1-3 Year High Quality Bond	3,642,495	-	3,642,495	2	Not Available	Not Available
	$ 3,642,495	$ 225,087	$3,867,582			

Credit Risk: For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk: The Town places no limit on the amount the Town may invest in any one issuer.

Interest Rate Risk: Interest rate risk exists when there is a possibility that changes in interest rates could adversely affect an investments fair value. The Town's investment within the Florida Municipal Investment Trust and SBA are exposed to interest rate risk.

Fair Value Measurement: When applicable, the Town measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The

framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- Level 1: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the Town has the ability to access;
- Level 2: Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- Level 3: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. For external investment pools that qualify to be measured at amortized cost, the pool's participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes. Accordingly, the Town's investments in PRIME have been reported at amortized cost above.

FMIvT 1-3 Year High Quality Bond Fund - This fund invests mainly in US Government and agency securities and asset-backed securities. The underlying securities have observable level 1 quoted pricing inputs or observable level 2 significant other observable pricing inputs. Most of the security prices were obtained from a pricing service, Interactive Data Corporation (IDC). While the underlying asset values are based on quoted prices or market-corroborated inputs, the net asset value of the portfolio is not publicly quoted. The Town considers these shares as level 2, since the value is based on market-corroborated data.

Florida Prime – With regard to redemption gates, Chapter 218.409(8) (a), Florida Statutes, states that "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an

additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days."

With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2022, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account value.

Investments – Town Commissioners' Pension Plan: As of September 30, 2022, the Town's Commissioners' Pension Plan (the "Plan") had the following investments:

	Fair Value	Fair Value Level	Credit Risk	Weighted Average Maturity
Loomis Sayles Investment Grade Bond A	$ 768,802	2	AAA 21%, A 31%, BBB 29%, BB 10%, B 1%, Not Rated 8%	4.65 years
JPMorgan Large CAP Growth	798,077	2	N/A	N/A
Vanguard Equity- Income ADM	553,818	2	N/A	N/A
Invesco International Growth R5	206,706	2	N/A	N/A
Janus Triton N	257,273	2	N/A	N/A
DFA US Targeted Value I	192,927	2	N/A	N/A
	$ 2,777,603			

	Value
Life insurance and variable annuity contracts	$ 527,891

Interest Rate Risk: Interest rate risk exists when there is a possibility that changes in interest rates could adversely affect an investments fair value. The investments held within the Loomis Sayles Investment Grade Bond Fund have an average maturity of 4.65 years. The other mutual funds are not subject to interest rate risk.

Credit Risk: For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Life Insurance and Variable Annuity Contracts: In order to provide death benefits to Town Commissioners (Note 8), the Town has entered into life insurance and variable annuity contracts with a financial institution.

NOTE 4 - PROPERTY TAXES

Property taxes are levied and become a lien on real and personal property prior to September 30, and are payable November 1, with discounts of one to four percent if paid prior to March 1 of the following calendar year. All unpaid taxes on real and personal property become delinquent on April 1, and bear interest of eighteen percent from April 1 until a tax sale certificate is sold at auction.

The Town is permitted by Article 7, Section 8 of the Florida Constitution to levy taxes up to $10 per $1,000 of assessed valuation for general governmental services (other than the payment of principal and interest on general obligation long-term debt). In addition, unlimited amounts may be levied for the payment of principal and interest on general obligation long-term debt subject to a limitation on the amount of debt outstanding. The tax rate to finance general governmental services and debt service requirements for the year ended September 30, 2022 was 8.5000 per $1,000.

NOTE 5 - CAPITAL ASSETS

Capital assets of governmental activities for the year ended September 30, 2022, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Governmental activities				
Capital assets, not being depreciated				
Land	$ 2,120,064	$ -	$ -	$ 2,120,064
Construction in progress	-	68,860	-	68,860
Total capital assets, not being depreciated	2,120,064	68,860	-	2,188,924
Capital assets, being depreciated				
Buildings	984,935	185,914	-	1,170,849
Machinery and equipment	4,390,183	808,496	-	5,198,679
Improvements other than buildings	1,399,258	70,051	-	1,469,309
Right to use leased assets	-	142,252	-	142,252
Total capital assets, being depreciated	6,774,376	1,206,713	-	7,981,089
Less accumulated depreciation for:				
Buildings	984,935	77,955	-	1,062,890
Machinery and equipment	2,651,575	209,864	-	2,861,439
Improvements other than buildings	1,241,622	98,271	-	1,339,893
Right to use leased assets	-	30,807		30,807
Total accumulated depreciation	4,878,132	416,897	-	5,295,029
Total capital assets, being depreciated, net	1,896,244	789,816	-	2,686,060
Governmental activities capital assets, net	$ 4,016,308	$ 858,676	$ -	$ 4,874,984

Right-to-use lease assets

Lessee. The Town has recorded the right-to-use lease assets as a result of implementing GASB Statement No. 87. The right-to-use lease assets are initially measured at an amount equal to the initial measurement of the related lease liability plus any lease payment made. The right-to-use lease assets are amortized on a straight-line basis over the shorter of the life of the asset or of the related lease. Refer to Note 6 for information on the liabilities relating to the right-to-use lease assets.

Provision for depreciation was charged to functions of the Town as follows:

	Governmental Activities
General government	$ 95,383
Public safety	130,865
Building	15,235
Physical Environment	1,361
Public works	127,641
Culture and recreation	15,605
Right to use leased assets	30,807
	$ 416,897

Capital assets of business-type activities for the year ended September 30, 2022, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Business-type activities				
Capital assets, not being depreciated				
Construction in progress	$ 34,347	$ -	$ -	$ 34,347
Total capital assets, not being depreciated	34,347	-	-	34,347
Capital assets, being depreciated				
Infrastructure	17,760,083	339,122	-	18,099,205
Machinery and equipment	374,154	119,153	-	493,307
Total capital assets, being depreciated	18,134,237	458,275	-	18,592,512
Less accumulated depreciation for:				
Infrastructure	13,252,618	694,047	-	13,946,665
Machinery and equipment	181,838	42,036	-	223,874
Total accumulated depreciation	13,434,456	736,083	-	14,170,539
Total capital assets, being depreciated, net	4,699,781	(277,808)	-	4,421,973
Business-type activities capital assets, net	$ 4,734,128	$ (277,808)	$ -	$ 4,456,320

Provision for depreciation was charged to functions of the Town as follows:

	Business-type Activities
Sewer utility	$ 294,381
Stormwater drainage	441,702
	$ 736,083

NOTE 6 – LONG-TERM DEBT

Debt: During the year ended September 30, 2022, the following changes occurred in debt of governmental and business-type activities:

	Beginning balance	Additions	Reductions	Ending Balance	Due in less than one year
Governmental activities					
Net pension liability	$ 980,484	$ 2,211,450	$ -	$ 3,191,934	$ -
Net OPEB Liability	44,148	3,909	-	48,057	-
Non-Ad Valorem Revenue Note Series 2021	2,500,000	-	228,549	2,271,451	275,503
Obligation under lease	16,724	114,411	16,724	114,411	29,590
Compensated absences	156,527	19,482	-	176,009	-
	$ 3,697,883	$ 2,349,280	$ 245,273	$ 5,801,862	$ 305,093
Business-type activities					
Revenue Bond, Series 2009	$ 2,012,000		$ 2,012,000		$ -
Net pension liability	270,479	480,564	-	751,043	-
Net OPEB Liability	12,179	-	871	11,308	-
Compensated absences	31,410	9,042	-	40,452	-
	$ 2,326,068	$ 489,606	$ 2,012,871	$ 802,803	$ -

Obligation under leases

The Town has entered into agreements to lease certain equipment. The lease agreements qualify as other than short term leases under GASB Statement No. 87 and have been recorded at the present value of the future minimum payments as of the date of inception. The lease liability is calculated using an implicit rate ranging from .25% to 3.00%, which represent the Town's incremental borrowing rates.

The annual minimum lease payments and the present value of minimum lease payments related to the Town's lease liability as of September 30, 2022 follows:

Year ending September 30,	Principal	Interest	Total
2023	$ 29,590	$ 7,727	$ 37,317
2024	31,417	5,686	37,103
2025	33,610	3,493	37,103
2026	19,244	1,135	20,379
2027	550	1	551
Total	$ 114,411	$ 18,042	$ 132,453

Sewer Revenue Bonds, Series 2009

The Town previously issued Sewer Revenue Bond, Series 2009, in the amount of $2,360,000. The bond proceeds were used to pay off the entire balance of the interim financing that had been used to finance a part of the cost of acquiring, constructing and erecting extensions and improvements to the municipal sewer system of the Town. The Bond bears interest, payable annually on September 1, at the rate of 4.375% per annum through September 2048. Principal is due beginning on September 1, 2011 through September 1, 2048. The Bond contains certain restrictive covenants which include; adopting annual operating budgets, the establishment of revenue, operation and maintenance and bond sinking funds; and the establishment of rates sufficient to satisfy debt service requirements. During the fiscal year the Town paid off the bond amount. Therefore, the balance as of September 30, 2022 was zero.

Non-Ad Valorem Revenue Note, Series 2021

The Town issued a Non-Ad Valorem Revenue Note, Series 2021, in the amount of $2,500,000. The Note proceeds were used to finance the cost of the police department project and to pay associated transactional costs. The Note bears interest at a fixed rate of 1.96%, payable monthly on the first day of each month commencing October 1, 2021 through September 1, 2031.

On or before September 1, 2024, this Note may be prepaid in whole or in part at the option of the Issuer at any time at a premium of 102%. After September 1, 2024, this Note may be prepaid in whole or in part at the option of the Issuer at any time without penalty. Payment of the Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer and a pledge of lien upon the Pledged Revenues from the Town's revenues from the General Fund. As of September 30, 2022, the outstanding balance is $2,271,451 and is reflected in the governmental activities.

NOTE 7 - FLORIDA RETIREMENT SYSTEM

As provided by Chapters 121 and 112, Florida Statutes, the Florida Retirement System ("FRS") provides two cost sharing, multiple employer defined benefit plans administered by the Florida Department of Management Services, Division of Retirement, including the FRS Pension Plan ("Pension Plan") and the Retiree Health Insurance Subsidy ("HIS Plan"). The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefits are established by Chapter 121, Florida Statutes, and Chapter

60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida State Legislature. Employees of the Town are eligible to participate in FRS.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000, or from the Web site: www.dms.myflorida.com/workforce_operations/retirement/publications.

Pension Plan

Plan Description

The Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program ("DROP") for eligible employees.

Benefits Provided

Benefits under the Pension Plan are computed on the basis of age, average final compensation, and service credit. Regular class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.60% of their final average compensation based on the five highest years of salary for each year of credited service.

For Plan members enrolled on or after July 1, 2011, the vesting requirement is extended to eight years of credited service for all these members and increasing normal retirement to age 65 or 33 years of service regardless of age for Elected Officers' class members. Also, the final average compensation for all these members will be based on the eight highest years of salary

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the Pension Plan before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is three percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of three percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by three percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

In addition to the above benefits, the DROP program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with a FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants.

Contributions

Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide

contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. Contribution rates during the 2022 fiscal year were as follows:

	Percent of Gross Salary October 1, 2021 to June 30, 2022		Percent of Gross Salary July 1,2022 to September 30, 2022	
Class	**Employee**	**Employer (1)**	**Employee**	**Employer (1)**
FRS, Regular	3.00	10.82	3.00	11.91
FRS, Senior Management	3.00	29.01	3.00	31.57
FRS, Elected Officers	3.00	51.42	3.00	57.00

(1) Employer rates include a postemployment HIS contribution rate of 1.66%. Also, employer rates include .06% for administrative costs of the Investment plan.

The Town's contributions to the Pension Plan totaled $449,712 for the fiscal year ended September 30, 2022.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2022, the Town reported a liability of $3,225,574 for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2022. The Town's proportion of the net pension liability was based on a projection of the Town's 2021-22 fiscal year contributions relative to the 2021-22 fiscal year contributions of all participating members. At June 30, 2022, the Town's proportion was .0086% percent, which was an increase of .0002% percentage points from its proportion measured as of June 30, 2021.

For the year ended September 30, 2022, the Town recognized pension expense of $514,364 related to the FRS plan. At September 30, 2022, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 153,196	$ -
Change of assumptions	397,243	-
Net difference between projected and actual on FRS earnings pension plan investments	212,984	-
Changes in proportion and differences between Town FRS contributions and proportionate share of FRS contributions	722,557	(289,524)
Town FRS contributions subsequent to the measurement date	107,537	-
Total	$ 1,593,517	$ (289,524)

$107,537 reported as deferred outflows of resources related to the Pension Plan resulting from Town contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2022. Other amounts

reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30,	Amount
2023	$ 289,344
2024	109,183
2025	(97,713)
2026	850,179
2027	45,463
Thereafter	-
Total	$ 1,196,456

Actuarial Assumptions

The total pension liability in the July 1, 2018 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40%
Salary increases	3.25%, average, including inflation
Investment rate of return	6.70%, net of pension plan investment expense, including inflation

During the fiscal year 2022 the following changing occurred:

FRS: Decreasing the maximum amortization period to 20 years for all current and future amortization bases.

The actuarial assumptions used in the June 30, 2022, valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

The long-term expected rate of return on Pension Plan investments was 6.70%. The rate is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption.

The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Arithmetic Return	(Geometric) Return
Cash	1.00%	2.60%	2.60%
Fixed income	19.80%	4.40%	4.40%
Global equity	54.00%	8.80%	7.30%
Real estate (property)	10.30%	7.40%	6.30%
Private equity	11.10%	12.00%	8.90%
Strategic investments	3.8%	6.20%	5.90%
Total	100.0%		
Assumed inflation-mean			2.4%

(1) As outlined in the Plan's investment policy

Discount Rate

The discount rate used to measure the total pension liability was 6.70%. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return.

Sensitivity of the Town's proportion share of the net pension liability to changes in the discount rate - The following presents the Town's proportionate share of the net pension liability calculated using the discount rate of 6.70 percent, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.8 percent) or 1-percentage-point higher (7.8 percent) than the current rate:

	1% Decrease (5.7%)	Current Discount Rate (6.7%)	1% Increase (7.7%)
Town's proportionate share of net pension liability	$ 5,578,408	$ 3,225,574	$ 1,258,324

Pension Plan Fiduciary Net Position

Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

HIS Plan

Plan Description

The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided

For the fiscal year ended September 30, 2022, eligible retirees and beneficiaries received a monthly HIS payment of $5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $30 and a maximum HIS payment of $150 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2022, the HIS contribution for the period October 1, 2018 through September 30, 2022 was 1.66%. The Town contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

The Town's contributions to the HIS Plan totaled $42,314 for the fiscal year ended September 30, 2022.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2022, the Town reported a liability of $717,403 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2022. The Town's proportionate share of the net pension liability was based on the Town's 2020-21 fiscal year contributions relative to the 2021-22 fiscal year contributions of all participating members. At June 30, 2022, the Town's proportionate share was .00677% percent, which was an increase of .00069% percent from its proportionate share measured as of June 30, 2021.

For the fiscal year ended September 30, 2022, the Town recognized pension expense of $47,697 related to the HIS plan. In addition the Town reported deferred outflows of resources and deferred in flows of resources related to pensions from the following sources:

Description	Deferred outflows of resources	Deferred inflows of resources
Differences between expected and actual experience	$ 21,775	$ (3,157)
Change of assumptions	41,122	(110,982)
Net difference between projected and actual earnings on HIS plan investments	1,039	-
Changes in proportion and differences between Town HIS contributions and proportionate share of HIS contributions	181,600	(108,548)
Town HIS contributions to the measurement date	10,901	-
Total	$ 256,437	$ (222,687)

The deferred outflows of resources related to the HIS Plan, totaling $62,906 resulting from Town contributions to the HIS Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2022.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the HIS Plan will be recognized in pension expense as follows:

Year Ending September 30:	Amount
2023	$ 5,472
2024	2,951
2025	1,349
2026	2,986
2027	6,932
Thereafter	3,159
Total	$ 22,849

Actuarial Assumptions

The total pension liability in the July 1, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40%
Salary increases	3.25%, average, including inflation

Mortality rates was changed from Generational RP-2000 with Projection Scale BB tables to the PUB-2010 base table, projected generationally with Scale MP-2018. The municipal bond rate used to determine total pension liability was decreased from 2.21% to 2.16%.

The actuarial assumptions used in the July 1, 2022, valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

Discount Rate

The discount rate used to measure the total pension liability was 3.54%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

The following represents the Town's proportionate share of the net pension liability calculated using the discount rate of 3.54%, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (2.54%) or one percentage point higher (4.54%) than the current rate:

	1% Decrease (2.54%)	Current Discount Rate (3.54%)	1% Increase (4.54%)
Town's proportionate share of net pension liability	$ 820,768	$ 717,403	$ 631,871

Pension Plan Fiduciary Net Position

Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

NOTE 8 - TOWN COMMISSIONER PENSION PLAN

During the fiscal year ended September 30, 2008, the Town Commission created, under the laws of the State of Florida, a single employer defined benefit pension plan that covers members of the Town Commission (the "Plan"). The administrative duties for this Plan are handled through Securian Retirement Services. A more detailed description of the Plan appears in the ordinances constituting the Plan and in the Summary Plan Description. The Plan does not issue a stand-alone financial report, but is included in the reporting entity of the Town as a pension trust fund. Amendments to the plan document can only be authorized by the Town Commission.

At September 30, 2022, there are 2 active plan members, 1 terminated with vested deferred benefits and 5 retiree and beneficiaries receiving benefits.

Members of the Plan are eligible for benefits at their normal retirement date, which is the first day of the month coincident with, or next, following attainment of age 62 or 4 years of credited service if hired prior to October 1, 2008 or attainment of age 62 or 13 years of credited service if hired after.

Normal benefits are equal to 5% of the average monthly compensation multiplied by the credited years of service, with a maximum of 20 credited years. The maximum benefit under the plan is $195,000, which is subject to certain limitations if less than 10 years of credited service are attained.

Upon the death of a member, benefits cease to be paid out of Plan assets. However, a beneficiary will receive an annuity equal to the accrued benefit owed to the plan member, payable over 10 years.

During the year, the recommended contribution is $90,812. This amount was determined as a level percent of the annual covered payroll. As of September 30, 2022, the Plan holds $2,777,603 in investments (Note 3).

Actuarial methods and significant assumptions used to measure the total pension liability for the current year are as follows:

Valuation date	October 1, 2022
Measurement date	September 30, 2022
Actuarial cost method	Entry age normal
Actuarial assumptions	
Rate of return	6.00%
Projected salary increases	3.00%
Inflation adjustment	2.75%
Retirement age	Early retirement age
Mortality	IRS Prescribed Mortality RP2000 Generational White Collar Annuitant using scale BB for females and RP2000 Generational Blended 50% While Collar and 50% Blue Collar Annuitant using Scale BB for males

Development of Single Discount Rate

Single Discount Rate	6.00%
Long-Term Expected Rate of Return	6.00%
Long-Term Municipal Bond Rate	N/A

The Town does not issue audited stand-alone financial statements for the Plan. Therefore, the provisions of GASB Statement No.67, *Financial Reporting for Pension Plans - An Amendment of GASB Statement No.25* have been incorporated to this Annual Financial Report in the paragraphs below and Required Supplementary Information section.

Investments

The Plan's policy in regard to the allocation of invested assets is established by the Pension Board. The Plan currently has all of its funds invested through Securian Retirement Services. The investment policy may be amended by the Pension Board by a majority vote of its members. It is the policy of the Pension Board to pursue an investment strategy that reduces risk through the prudent diversification of the portfolio across a broad selection of distinct asset classes. Overall asset allocation targets are reviewed on an annual basis.

The following is the adopted asset allocation policy as of September 30, 2022:

Asset Class/Investment Category	Target Allocation
Equity Securities and Similar Funds:	
U.S. stocks	50.00%
Global stocks	5.00%
	55.00%
Fixed Income and Similar Funds:	
Multi Sector Bonds	30.00%
Alternative Investments	15.00%
Total	100.00%

Concentrations - Governmental entities need to disclose the concentration of credit risk with a single issuer. If 5.00% or more of the total assets of the portfolio are invested with one issuer, an additional disclosure is required. Investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools and other pooled investments are excluded from the concentration of credit risk disclosure requirements. There were no individual investments that represent 5.00% or more, at September 30, 2022, that met the criteria for disclosure.

Rate of Return – For the year ended September 30, 2022, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 11.97%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

The long-term expected rate of return on Plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the Town's target asset allocation as of September 30, 2022 are summarized in the following table:

Target Allocation	Asset Class	Long Term Expected Real Rate or Return (Arithmetic)
50%	U.S. Stocks	4.19%
5%	Global Stocks	4.64%
30%	Multi Sector Bonds	1.00%

Discount rate

The discount rate used to measure the total pension liability was 6.00% per annum. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that the Town contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate

of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The changes in net pension liability (asset) for the year ended September 30, 2022 is as follows:

	Increases (Decreases)		
	Total Pension Liability (a)	Plan Fiduciary Position (b)	Net Pension Liability (a) (b)
Balances at September 30, 2021	$ 3,340,500	$ 3,958,430	$ (617,930)
Changes for the year:			
Service cost	65,581	-	65,581
Interest cost	194,763	-	194,763
Contributions employer	-	-	-
Differences between expected and actual experience	(39,788)	-	(39,788)
Change in assumptions and method	-	-	-
Net investment income	-	(459,781)	459,781
Benefit payments, including refunds of member contributions	(188,891)	(188,891)	-
Administrative expense	-	(4,263)	4,263
Net Changes	31,665	(652,935)	684,600
Balances at September 30,2022	$ 3,372,165	$ 3,305,495	$ 66,670

Sensitivity of the net pension liability to changes in the discount rate

The following presents the net pension liability of the Town, calculated using the discount rate of 6.00%, as well as what the Town's net pension liability would be if it were calculated using a discount rate that is 1.00% lower (5.00%) or 1.00% higher (7.00%) than the current rate:

	1% Decrease	Current Discount Rate	1% Increase
	5.00%	6.00%	7.00%
Net Pension Liability (Asset)	$ 544,444	$ 66,670	$ (316,686)

Pension Expense and Deferred Outflows of Resources Related to Pensions

For the year ended September 30, 2022, the Town recognized pension expense of $ 19,561 for this Plan. At September 30, 2022, the Town reported deferred outflow of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 825,64	$ 249,897
Change of assumptions	50,659	-
Difference between projected and actual earnings on pension plan investments	743,782	373,852
Total	$ 877,005	$ 623,749

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follow:

Year Ending September 30:	Amount
2023	$ (13,335)
2024	1,011
2025	72,789
2026	54,491
2027	138,300
Thereafter	-
Total	$ 253,256

NOTE 9 - OTHER POST-EMPLOYMENT BENEFITS

Plan Description and Funding Policy: The Town offers retired employees the opportunity to retain the Town's health insurance coverage. Retirees contribute an amount equal to the actual premium for health insurance that is charged by the carrier. However, there is an implied subsidy in the insurance premium for retirees because the premium charged for retirees is the same as the premium charged for active employees, who are younger than retirees on average

Additionally, Town Commissioner's beneficiaries are eligible for a pre-funded benefit should the Commissioner become deceased while in active service. The funding for this benefit has been accomplished through the purchase of life insurance products or an annuity product that is expected to cover the costs of the possible benefits.

During the year, the Town had 34 active participants and no retirees receiving benefits.

Actuarial Assumptions: Projections of benefits are based on the substantive plan and include the types of benefits in force at the time of valuation date and the pattern of sharing benefits between the Town and the plan members at that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce the short-term volatility in actuarial accrued liabilities and the actuarial value of assets. Additionally, actuarial valuations for

OPEB plans involve estimates of the value of reported amounts and assumptions about the probability of events far into the future and actuarially determined amounts are subject to continual revision as results are compared to past expectations and new estimates are made about the future. The cost developed is only an estimate of the true cost of providing post-employment benefits. The basis for these benefits is authorized by the Town Commission by resolution.

Significant actuarial assumptions used to calculate the total OPEB liability were as follows:

Actuarial valuation date	9/30/2021
Actuarial cost method	Entry Age Cost Method (Level % of pay)
Discount rate	2.43% per annum (based on the September 30, 2021 S&P Municipal Bond Buyer 20 Year High Grade Rate Index published by S&P Dow Jones Indices.
Projected salary increases	2.50%
Inflation	2.50%
Health Care inflation	Initial trend rate of 7.50% in fiscal 2022, grading down to the ultimate trend rate of 4.0% in fiscal year 2075
Retirement rates	100% at normal retirement eligibility of 62
FRS Retirement eligibility	FRS Tier 1 (hired before July 1, 2011): age 62 with 6years of service, or 30 years of service regardless of age FRS Tier 2 (hired on or after July 1, 2011): age 65 with 8 years of service or 33 years of service regardless of age.
Marital status	100% assumed married, with male spouses 3 years older than female spouses
Heal care participation	20% participation assumed, with 50% electing spouse coverage
Health contributions	
Employee	100% of the active premium rate
Town	Remaining amount necessary for payment of claims

During the current year, the discount rate was increased from 2.14% to 2.43%.

The total OPEB liability at September 30, 2022 has been reflected on the Statement of Net Position. The plan is not pre-funded and is therefore supported on a pay-as-you-go basis.

Changes in the Total OPEB Liability: Sources of changes in the total OPEB liability for the fiscal year ended September 30, 2022 were as follows:

	Total OPEB Liability	Fiduciary Net Position	Net OPEB Liability
Balance as of September 30, 2020 for FY 21	$ 56,327	$ -	$ 56,327
Changes due to:			
Service cost	7,290	-	7,290
Interest	1,346	-	1,346
Differences between Expected and Actual Experience	(14,525)	-	(14,525)
Experience losses/(gains)	-	-	-
Changes in assumptions	10,372	-	10,372
Benefit payments and refunds	(1,445)	-	(1,445)
Balance as of September 30, 2021 for FY 22	$ 59,365	$ -	$ 59,365

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate: The following presents the total OPEB liability of the Town, as well as what the Town's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.43%) or 1-percentage-point higher (3.43%) than the current discount rate:

	1% Decrease (1.43%)	Current Discount Rate (2.43%)	1% Increase (3.43%)
Total OPEB liability	$ 67,179	$ 59,365	$ 52,945

Sensitivity of the Total OPEB Liability Using Alternative Healthcare Cost Trend Rates: The following presents the total OPEB liability of the Town, as well as what the Town's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1- percentage-point lower (3% to 6.5%) or 1-percentage- point higher (5% increasing to 8.5%) than the current healthcare cost rend rates:

	1% Decrease (3.0% to 6.5%)	Healthcare Cost Trend (4.0% to 7.5%)	1% Increase (5.0% to 8.5%)
Total OPEB liability	$ 52,228	$ 59,365	$ 68,056

OPEB Expense

For the year ended September 30, 2022, the Town recognized OPEB expense of $6,333.

NOTE 10 - COMMITMENTS AND CONTINGENCIES

Risk Management:

During the fiscal year ended September 30, 2022, the Town has participated in the Florida League of Cities, which is a not-for-profit corporation, for self-insurance program for workers' compensation, general and auto liability, and property insurance. With this program, the Town has limited its exposure to a variety of risks such as loss related to torts; theft of, damage to and destruction of assets, errors and omissions; and natural disasters.

Annually, participants in this program are billed for their portion of the cost of the program adjusted for actual experience during the period of coverage. Participants are not assessed for unanticipated losses incurred by the program.

***Grant Contingency*:**

The Town usually, in the form of grants, receives financial assistance from federal, state and local governmental agencies. Funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and may be subject to audit by the grantor agencies.

In accordance with Title 2 *U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the Florida Single Audit Act, the Town is required to conduct "single audits" when the required thresholds of $750,000 in grant expenditures from either source is exceeded. For the year ended September 30, 2022, neither a Federal single audit in accordance with the Uniform Guidance nor a state single audit in accordance with the Florida Single Audit Act was required.

***Significant Agreements*:**

During the fiscal year 2022, the Town still had an agreement with the Broward Sheriff's Office (BSO) to provide professional police services. According to the initial term of this agreement, the contract may be renewed for an additional three years, and then for an additional five years upon mutual agreement of the parties. The agreement may be terminated upon default if one of the parties gives the other party thirty days written notice. As of September 30, 2022, this agreement was on a continuing month-to-month basis. The maximum increase in the fee each year will be five percent for operating costs and nine percent for costs relating to health insurance premiums. There is no limitation on the cost increase related to workers' compensation premiums and pension contributions. The month-to-month agreement with the BSO will continue until the Town's Police Department is operational. The Town paid a total of $3,378,943 for police services and traffic enforcement for the year ended September 30, 2022.

The Town also has an agreement with Broward Sheriff's Office to provide emergency medical and fire protection services. The renewal and termination terms are the same as noted for the police services agreement. As of September 30, 2022, this agreement was on a continuing month-to-month basis until the Town's Police Department is operational. For subsequent fiscal years until such time that the Town's Police Department is operational, the amount owed will be based on the Sheriff's budgeted costs, subject to the restrictions noted under the police services agreement. The

amount paid for emergency medical and fire protection services for the year ended September 30, 2022 was $3,652,284.

As of September 30, 2022, the Town is still in a dispute with BSO regarding possible overpayments under the contract. The result of this dispute is still not determined. The Town's financial statements have not been adjusted in relation to this matter.

The Town has an agreement with the City of Hollywood for sewage disposal. The monthly charges for the disposal service are included in the operating expenses of the Sewer Utility Fund.

Litigation:

As of September 30, 2022, the Town is involved in various claims and litigation arising in the ordinary course of operations. According to management, none of them will have a material effect on the Town's financial position.

***Outstanding Claim*:**

As of the report date, the Town has not paid the former Town Manager for compensated absences as the amount owed is in dispute. During the fiscal year ended September 30, 2022, the former Town Manager's compensated absence has been calculated based on the effective time of services.

On August 18, 2023, the settled amount was $259,500 including $155,166 back wages and $104,334 attorney fees.

***Broward Office of the Inspector General (OIG) Investigation*:**

In March 2021, the Broward Office of the Inspector General ("OIG") received a tip alleging that a Town commissioner continuously misused his p-card to make personal purchases. As of the report date, the OIG has closed its inquiry into an allegation that a Town of Pembroke Park commissioner used his Town purchasing credit card ("p-card") to make purchases for his personal benefit. According to the OIG report, the Town lacked adequate controls over its p-card program including a written procedures manual for procurement, accounts payable, and other critical finance functions. Management, legal counsel, and the Town Commission have diligently reviewed and updated multiple Town Ordinances, Policies, and Procedures in response to the recent Memorandum from the OIG dated September 28, 2023. These revisions have been thoughtfully considered and approved, ensuring alignment with the recommendations provided.

The outcome of this investigation cannot be determined. Therefore, the financial statements have not been adjusted in relation to these matters.

Required Supplementary Information

TOWN OF PEMBROKE PARK, FLORIDA
Required Supplementary Information
Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund
For the Fiscal Year Ended September 30, 2022

	Budgeted Amounts Original and Final	Actual Amounts	Variance with Final Budget – Positive (Negative)
REVENUES			
Property taxes	$ 7,063,000	$ 7,133,140	$ 70,140
Local option gas tax	108,841	110,040	1,199
Utility service taxes	1,186,251	1,386,422	200,171
Licenses and permits	248,830	537,198	288,368
Franchise taxes	896,250	1,001,788	105,538
Intergovernmental revenues	639,000	524,816	(114,184)
Charges for services	427,400	472,138	44,738
Fines and forfeitures	12,500	62,864	50,364
Grant Revenue	643,291	331,044	(312,247)
Interest	87,500	(353,763)	(441,263)
Miscellaneous	717,885	119,011	(598,874)
Total revenues	12,030,748	11,324,698	(706,050)
EXPENDITURES			
Current:			
General government:			
Mayor and Commission	345,725	209,695	(136,030)
Financial and administrative	1,440,545	1,505,526	64,981
Town attorney	341,222	338,967	(2,255)
Comprehensive planning	236,774	301,050	64,276
Non-departmental	977,445	1,675,401	697,956
Total general governmental	3,341,711	4,030,639	688,928
Public safety:			
Police	3,338,386	3,378,943	40,557
Fire	3,631,375	3,652,284	20,909
Total public safety	6,969,761	7,031,227	61,466
Physical environment	828,512	212,152	(616,360)
Public works	557,663	500,837	(56,826)
Culture and recreation	494,101	362,935	(131,166)
Capital outlay	115,000	357,421	242,421
Total expenditures	12,306,748	12,495,211	188,463
Other financing sources	276,000	315,103	39,103
Excess (deficiency) of revenues over (under) expenditures	$ -	(855,410)	$ (855,410)
Fund balance – beginning		6,329,586	
Fund balance – ending		$ 5,474,176	

See notes to schedule of revenues, expenditures and changes in fund balance – budget and actual – general fund.

TOWN OF PEMBROKE PARK, FLORIDA
Required Supplementary Information
Notes to Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund
For the Fiscal Year Ended September 30, 2022

Budgets and Budgetary Accounting

Annual Budget for the General Fund, Building Fund and the Enterprise Funds are adopted on a basis consistent with generally accepted accounting principles, except for the provision for depreciation and amortization which is not budgeted in the Enterprise Funds. The Budget process is as follows:

1. Prior to August 1, the Town Manager submits to the Town Commission a proposed budget for the Fiscal year commencing in October 1. The operating budget includes proposed expenditures and the means of financing them.

2. Public hearings are conducted to obtain taxpayer comments.

3. Prior to October 1, the budget is legally enacted through passage of an appropriation ordinance.

4. The appropriated budget is prepared and adopted by fund, function and department. A department budget cannot be exceeded unless the Town Commission has approved a supplemental appropriation, by motion, at a public meeting. The Town Manager may authorize a budget adjustment among the various line items within a department, as long as the total budget for the department does not change.

Excess of expenditures over appropriations

For the year ended September 30, 2022, expenditures exceeded appropriations in the following departments:

Department	Excess Expenditures over Budget
Capital Outlay	$ 242,421
Police	$ 40,557
Fire	$ 20,909

TOWN OF PEMBROKE PARK, FLORIDA
Required Supplementary Information
Pension Plan for Town Commissioners
Schedule of Changes in Net Pension Liability and Related Ratios

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total pension liability									
Service cost	$ 65,581	$ 89,150	$ 83,600	$ 61,060	$ 316,660	$ 66,093	$ 55,785	$ 21,941	$ 21,303
Interest	194,763	204,657	196,664	184,097	180,541	176,986	127,969	99,066	94,948
Differences between expected and actual experiences	(39,788)	(315,163)	113,830	35,662	(370,636)	(146,601)	177,571	321,666	(4,885)
Changes in assumptions and methods		-	84,433	-	-	-	420,088	(427,321)	-
Changes in assumptions and methods									
Benefit payments, including refunds of member contributions	(188,891)	(98,203)	(88,137)	(86,834)	(56,882)	(26,663)	(27,956)	(27,900)	(30,087)
Net change in total pension liability	31,665	(119,559)	390,390	193,985	69,683	69,815	753,457	(12,548)	81,279
Total pension liability – beginning	3,340,500	3,460,059	3,069,669	2,875,684	2,806,001	2,736,186	1,982,729	1,995,277	1,913,998
Total pension liability – ending	3,372,165	3,340,500	3,460,059	3,069,669	2,875,684	2,806,001	2,736,186	1,982,729	1,995,277
Plan fiduciary net position									
Contributions – employer	-	110,484	85,303	37,362	370,136	121,583	137,490	62,510	66,669
Net investment income	(459,781)	619,158	241,560	67,948	246,124	229,468	150,300	(75,642)	136,270
Benefit payments, including refunds of member contributions	(188,891)	(98,203)	(88,137)	(86,834)	(56,882)	(26,663)	(27,956)	(27,900)	(30,087)
Administrative expenses	(4,263)	(4,507)	(4,895)	(4,202)	(4,404)	(4,183)	(8,384)	-	(4,192)
Other	-	-	-	-	-	-	445,681	-	-
Net change in plan fiduciary net position	(652,935)	626,932	233,831	14,274	554,974	320,205	697,131	(41,032)	168,660
Plan fiduciary net position – beginning	3,958,430	3,331,498	3,097,667	3,083,393	2,528,419	2,208,214	1,511,083	1,552,115	1,383,455
Plan fiduciary net position – ending	3,305,495	$ 3,958,430	$ 3,331,498	$ 3,097,667	$ 3,083,393	$ 2,528,419	$ 2,208,214	$ 1,511,083	$ 1,552,115
Town net pension liability – ending	66,670	$ (617,930)	$ 128,561	$ (27,998)	$ (207,709)	$ 277,582	$ 527,972	$ 471,646	$ 443,162
Plan fiduciary net position as a percentage of the total pension liability	98.02%	118.50%	96.28%	100.91%	107.22%	90.11%	80.70%	76.21%	77.79%
Covered payroll	104,000	$ 86,520	$ 129,780	$ 43,260	$ 43,260	$ 43,260	$ 42,000	$ 36,000	$ 28,000
Town net pension liability as a percentage of covered payroll	64.11%	(714.20%)	99.06%	-64.72%	-480.14%	641.66%	1257.08%	1310.13%	1582.72%

*Schedule is intended to show information for ten years. Additional years will be displayed as they become available.

TOWN OF PEMBROKE PARK, FLORIDA
Required Supplementary Information
Pension Plan for Town Commissioners
Schedule of Contributions
For the year ended September 30, 2022

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Actuarially determined contribution	90,812	$110,484	$ 85,303	$ 38,529	$351,306	$ 80,278	$ 67,848	$ 62,510	$ 66,669	$ 67,003
Actual contribution	-	110,484	85,303	37,362	370,136	121,583	137,490	62,510	66,669	108,012
Contribution deficiency (excess)	$ 90,812	$ -	$ -	$ 1,167	$(18,830)	$(41,305)	$(69,642)	$ -	$ -	$(41,009)
Covered payroll	$104,000	$ 86,520	$129,780	$129,780	$154,000	$180,000	$180,000	$144,000	$140,000	$126,000
Contributions as a % of covered payroll	87.32%	127.70%	65.73%	28.79%	240.35%	67.55%	76.38%	43.41%	47.62%	85.72%

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Aggregate
Amortization method	Level dollar closed
Inflation	2.75%
Salary increases	3.00%
Investment rate of return	6.00%
Retirement age	Early retirement age
Mortality	IRS Prescribed Mortality PUB-2010 – Headcount Weighted General Below Median Healthy Retiree Male Table, set back 1 year with Male MP-2018 generational improvement scale.

TOWN OF PEMBROKE PARK, FLORIDA
Required Supplementary Information
Pension Plan for Town Commissioners
Annual Money-Weighted Rate of Return
Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Annual money weighted rate of return, net of investment expense	11.97%	9.65%	(4.79%)	9.47%	10.13%	8.67%	2.24%	7.38%	18.82%	(11.97%)

TOWN OF PEMBROKE PARK, FLORIDA
Schedule of Proportionate Share of Net Pension Liability
Retiree Health Insurance Subsidy Program
Last 10 Fiscal Years*

Florida Retirement System Pension Plan

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Town's proportion of the FRS net pension liability	0.0086%	0.0066%	0.0054%	0.0053%	0.0092%	0.0089%	0.0085%	0.0092%	0.0080%
Town's proportionate share of the FRS net pension liability	$ 3,225,574	$ 504,049	$ 2,370,244	$ 1,837,772	$ 2,761,625	$ 2,461,826	$ 2,145,618	$ 1,971,713	$ 485,749
Town's covered payroll	$ 2,549,056	$ 2,328,890	$ 1,934,795	$ 1,541,730	$ 2,150,710	$ 2,045,188	$ 1,836,696	$ 1,978,680	$ 1,852,809
Town's proportionate share of the FRS net pension liability as a percentage of its covered payroll	126.54%	21.64%	122.51%	119.20%	128.41%	120.37%	116.82%	99.65%	26.22%
FRS plan fiduciary net position as a percentage of the total pension liability	82.89%	96.40%	78.85%	82.61%	84.26%	83.80%	84.88%	92.00%	96.09%

Retiree Health Insurance Subsidy Program

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Town's proportion of the HIS net pension liability	0.00677%	0.0060%	0.0050%	0.0046%	0.0069%	0.0070%	0.0065%	0.0064%	0.0061%
Town's proportionate share of the HIS net pension liability	$ 717,403	$ 746,916	$ 621,180	$ 514,330	$ 727,357	$ 747,307	$ 752,274	$ 657,431	$ 574,234
Town's covered payroll	2,549,056	$ 2,328,890	$ 1,934,795	$ 1,541,730	$ 2,150,710	$ 2,045,188	$ 1,836,696	$1,978,680	$ 1,852,809
Town's proportionate share of the HIS net pension liability as a percentage of its covered payroll	28.14%	32.07%	32.11%	33.36%	33.82%	36.54%	40.96%	33.23%	30.99%
HIS plan fiduciary net position as a percentage of the total pension liability	4.81%	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

* This schedule is intended to present information for ten years. However, until a full ten year trend is compiled, the pension plan will present information for those years for which the information is available.

TOWN OF PEMBROKE PARK, FLORIDA
Schedule of Contributions
Florida Retirement System Pension Plan
Last 10 Fiscal Years*

Florida Retirement System Pension Plan

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Contractually required FRS contribution	$ 449,712	$ 374,769	$ 284,459	$ 172,378	$ 225,033	$ 233,168	$ 211,718	$ 228,392	$ 207,813
FRS contributions in relation to the contractually required contribution	(449,712)	(374,769)	(284,459)	(172,378)	(225,033)	(233,168)	(211,718)	(228,392)	(207,813)
FRS contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Town's covered payroll	$ 2,549,056	$2,328,890	$1,934,795	$1,541,730	$ 1,907,590	$ 2,074,311	$ 1,902,689	$ 1,978,680	$ 1,852,809
FRS contributions as a percentage of covered payroll	17.64%	16.09%	14.70%	11.18%	11.80%	11.24%	11.13%	11.54%	11.22%

Retiree Health Insurance Subsidy Program

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Contractually required His contribution	$ 42,314	$ 38,660	$ 32,118	$ 25,593	$ 31,666	$ 34,433	$ 31,588	$ 26,843	$ 22,507
HIS contributions in relation to the contractually required contribution	(42,314)	(38,660)	(32,118)	(25,593)	(31,666)	(34,433)	(31,588)	(26,843)	(22,507)
HIS contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Town's covered payroll	$ 2,549,056	$ 2,328,890	$ 1,934,795	$1,541,730	$ 1,907,590	$ 2,074,311	$ 1,902,689	$ 1,978,680	$ 1,852,809
HIS contributions as a percentage of covered payroll	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.36%	1.21%

* This schedule is intended to present information for ten years. However, until a full ten year trend is compiled the pension plan will present information for those years for which the information is available.

TOWN OF PEMBROKE PARK, FLORIDA
Required Supplementary Information
Other Post-Employment Benefits Plan
Schedule of Changes in the Town's Total OPEB Liability and Related Ratios

	2022	2021
Total OPEB Liability		
Service cost	$ 7,290	$ 6,116
Interest	1,346	1,636
Difference between expected and actual experience	(14,525)	-
Assumption changes	10,372	9,660
Benefit payments and refunds	(1,445)	(1,344)
Net change in Total OPEB Liability	3,038	16,068
Total OPEB Liability - Beginning of Year	56,327	40,259
Total OPEB Liability - End of Year	$ 59,365	$ 56,327
Total OPEB Liability		
Fiduciary net position as a % of Total OPEB Liability	0.00%	0.00%
Covered payroll	$ 3,086,925	$1,911,117
Total OPEB liability as a percentage of covered payroll	1.92%	2.95%

(1)
GASB 75 requires information for 10 years. However, until a full ten- year trend is compiled, information will be presented for only those years which information is available.

Notes to Schedule

Changes of assumptions: The discount rate was changed as follows:

Fiscal year ending	Discount Rate
9/30/2017	3.06%
9/30/2018	3.64%
9/30/2019	4.18%
9/30/2020	3.58%
9/30/2021	2.14%
9/30/2022	2.43%

COMPLIANCE SECTION

S. Davis & Associates, P.A.
Certified Public Accountants & Consultants

2521 Hollywood Boulevard
Hollywood, Florida 33020
Telephone: 954-927-5900
Fax: 954-927-5927

1176 NW 163 Drive
Miami Gardens, Florida 33169
Telephone: 305-628-1510
Fax: 305-628-1595

900 Osceola Drive, Suite 201I
West Palm Beach, Florida 33409
Telephone: 561-547-0545
Fax: 561-253-2747

Member: American Institute of Certified Public Accountants | Florida Institute of Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Town Commission
Town of Pembroke Park, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, the remaining fund information, and the fiduciary fund information of Town of Pembroke Park, Florida ("the Town") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements and have issued our report thereon dated January 11, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify deficiencies in internal control that we consider to be material weaknesses. We did identify certain deficiencies in internal control described in the accompanying schedule of findings

and responses as items 2022-01, 2022-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08 and 2022-09 that we consider to be significant deficiencies.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that is required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and responses as item 2022-10.

Town's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Town's responses to the findings identified in our audit and described in the accompanying schedule of findings and responses. The Town's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the responses.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

S. Davis & Associates, P.A.

Hollywood, Florida
January 11, 2024

S. Davis & Associates, P.A.
Certified Public Accountants & Consultants

2521 Hollywood Boulevard
Hollywood, Florida 33020
Telephone: 954-927-5900
Fax: 954-927-5927

1176 NW 163 Drive
Miami Gardens, Florida 33169
Telephone: 305-628-1510
Fax: 305-628-1595

900 Osceola Drive, Suite 201I
West Palm Beach, Florida 33409
Telephone: 561-547-0545
Fax: 561-253-2747

Member: American Institute of Certified Public Accountants | Florida Institute of Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES

To the Honorable Mayor and Town Commission
Town of Pembroke Park, Florida

We have examined Town of Pembroke Park, Florida's (the "Town") compliance with the requirements of Section 218.415, Florida Statutes, during the fiscal year ended September 30, 2022. Management of the Town is responsible for the Town's compliance with those specified requirements. Our responsibility is to express an opinion on the Town's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Town complied with the specific requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Town's compliance with specified requirements.

In our opinion, the Town complied, in all material respects, with Section 218.415, Florida Statues for the fiscal year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Town Commission of the Town of Pembroke Park, Florida and is not intended to be and should not be used by anyone other than these specified parties.

S. Davis & Associates, P.A.

Hollywood, Florida
January 11, 2024

S. Davis & Associates, P.A.
Certified Public Accountants & Consultants

2521 Hollywood Boulevard
Hollywood, Florida 33020
Telephone: 954-927-5900
Fax: 954-927-5927

1176 NW 163 Drive
Miami Gardens, Florida 33169
Telephone: 305-628-1510
Fax: 305-628-1595

900 Osceola Drive, Suite 201I
West Palm Beach, Florida 33409
Telephone: 561-547-0545
Fax: 561-253-2747

Member: American Institute of Certified Public Accountants | Florida Institute of Certified Public Accountants

MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Honorable Mayor and Town Commission
Town of Pembroke Park, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Pembroke Park, Florida (the "Town") as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated January 11, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards;* Schedule of Findings and Responses; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated January 11, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. Corrective actions have been taken to address certain findings and recommendations made in the preceding annual financial audit report and the current status is described in our Schedule of Findings and Responses. Below is the Tabulation of uncorrected Audit Findings:

Tabulation of Uncorrected Audit Findings		
Current Year Findings No.	**2020-2021 FY Finding No.**	**2019-2020 FY Finding No.**
2022-01		
2022-02	2021-01	2020-01
2022-03		

MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA (Continued)

Tabulation of Uncorrected Audit Findings		
Current Year Findings No.	**2020-2021 FY Finding No.**	**2019-2020 FY Finding No.**
2022-04		
2022-05		
2022-06		
2022-07	2021-03	
2022-08	2021-04	
2022-09	2021-02	
2022-10		

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements. The name or official title and legal authority of the primary government is disclosed in the notes to the financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, recommendations accompany this report in the Schedule of Findings and Responses as items 2022-01, 2022-02, 2022-03, 2022-04, 2022-05, 2022-06, 2022-07, 2022-08 and 2022-09.

Special District Component Units

Section 10.554(1)(i)5.d., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that there were no special district component units associated with the Town of Pembroke Park that were required to provide information for reporting in accordance with Section 218.39(3)(b), Florida Statutes. There are no component units.

MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA (Continued)

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Mayor, Town Commission, the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

S. Davis & Associates, P.A.

Hollywood, Florida
January 11, 2024

TOWN OF PEMBROKE PARK, FLORIDA
Schedule of Findings and Responses
For the year ended September 30, 2022

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

Significant Deficiencies

2022-01 Financial Statements Close Process

Observation: During our audit procedures, there were certain deficiencies in the financial statement close process that required audit adjustments for normal closing journal entries and reclassifications in order for the financial statements to be in accordance with generally accepted accounting principles. The financial statement closing process includes reconciling accounts during the closing of the general ledger and preparing the trial balance.

Recommendation: We recommend that management review the financial statement closing process to ensure that it is adequate to detect and prevent misstatements. Accounts must be reconciled and analytically reviewed and journal entries must be approved.

Management's response: We concur and acknowledge the importance of reviewing the financial statement closing process ensuring its adequacy in detecting and preventing misstatements. Our management team is committed to implementing a thorough review process that includes reconciling accounts, conducting analytical reviews, and ensuring proper approval of journal entries.

2022-02 Accounts Receivable Aging

Observation: Several negative balances in the account receivable aging have been noted. These amounts represent the remaining credit balances available for refund to clients.

Recommendation: The Town should have a policy in place to handle outstanding debt or credit balances for inactive accounts by making necessary refunds to clients or write-offs, as appropriate, when the accounts are closed.

Management's response: We concur and staff have been refunding clients and writing-off accounts as necessary when accounts are closed. Management will continue to monitor this process to ensure accuracy.

2022-03 Account Payable

Observation: Invoices are not recorded into the system on a regular and timely basis. In addition, the accounts payable invoice reports generated by the system are not reviewed by a supervisor to ensure that all invoices are recorded.

Accounts payable per the general ledger doesn't reconcile to the account payable schedule provided during the audit or the open invoices report generated by the system. It was necessary to record adjustments to properly reconcile to accurate accounts payable as of September 2022.

Recommendation: The Town should ensure that 1) all accounts payable invoices and related payments are recorded in the system in a timely manner and to the correct period and, 2)

accounts payable reports, reports and general ledger entries are reviewed by a supervisor on a monthly basis. Evidence of the review is also recommended.

Management's response: We concur and will undertake a thorough evaluation of our current procedures to ensure that all accounts payable transactions are promptly recorded in the system, correctly allocated to the respective periods, and adhere to established protocols. Additionally, we will implement a monthly review process by a supervisor, with documented evidence of these reviews to reinforce accountability and compliance.

2022-04 Credit Card Use

Observation: According to Town policy, Town-issued credit cards are for use of official Town business, only. Purchase of goods or services for employees' and the Commission's personal use is strictly prohibited. Purchase of gift cards, tobacco products, alcohol and withdrawing cash are also strictly prohibited. Personal use of credit cards was noted during the audit. Further, the Town was not reimbursed for personal use in some instances.

Recommendation: The Town should ensure procedures regarding the use of Town-issued credit cards is followed in all instances. Where it is found that an employee or Commissioner used a credit card for personal purchases, other prohibited purchase, or ATM withdrawal or inquiries should be made to the person improperly using the credit card as to how and why it happened, each instance should be documented in writing, including repercussion for continued misuse, and the Town should, immediately, be reimbursed.

Management's response: We concur. The Town Commission passed Resolution 2023-025 dated November 8, 2025, in response to the recent Memorandum from the Broward Office of the Inspector General, dated September 28, 2023. These revisions have been thoughtfully considered and approved, ensuring alignment with the recommendations provided. Staff were trained during the month of December 2023 on these Policies and Procedures which were adopted in Resolution 2023-025. Our commitment to compliance and continuous improvement remains steadfast, and these updates reflect our dedication to upholding the highest standards within our operations.

2022-05 Credit Card Sales Tax

Observation: Most purchases made for Town business are exempt from sale tax. It is Town policy that cardholders ensure sales tax has not been added to the total cost of tax-exempt purchases and that the receipt reflects that no sales tax was charged, or request that a credit be processed. Online purchases will require the cardholder to call the vendor's customer service department to request the tax exemption. It is the cardholder's responsibility to ensure this occurs. During audit testing, we noted that sales tax has been charged on some purchases.

Recommendation: The Town should ensure the procedures regarding credit card purchases for tax exempt items are well implemented and followed. In addition, personnel in charge of reviewing credit card purchases and related original receipts should flag all tax-exempt purchases for which taxes were charge and ensure credit is requested and received.

Management's response: We concur. The Town Commission passed Resolution 2023-025 dated November 8, 2025, in response to the recent Memorandum from the Broward Office of the Inspector General, dated September 28, 2023. These revisions have been thoughtfully considered and approved, ensuring alignment with the recommendations provided. Staff were trained during the month of December 2023 on these Policies and Procedures which were adopted in Resolution 2023-025. Our commitment to compliance and continuous improvement remains steadfast, and these updates reflect our dedication to upholding the highest standards within our operations.

2022-06 Credit Card Supporting Documents.

Observation: During the audit process, several supporting documents relating to credit card purchases have not been provided.

Recommendation: The Town should ensure all cardholders provide original supporting documentation such as invoices showing amounts paid, payment receipts, etc., for all the purchases made.

Management's response: We concur. The Town Commission passed Resolution 2023-025 dated November 8, 2025, in response to the recent Memorandum from the Broward Office of the Inspector General, dated September 28, 2023. These revisions have been thoughtfully considered and approved, ensuring alignment with the recommendations provided. Staff were trained during the month of December 2023 on these Policies and Procedures which were adopted in Resolution 2023-025. Our commitment to compliance and continuous improvement remains steadfast, and these updates reflect our dedication to upholding the highest standards within our operations.

2022-07 Internal Controls over Procurement and Procurement Documentation

Observation: During our procedures, we noted that some purchase orders – approvals form and the property form are not properly signed by the department head.

Recommendation: The Town should ensure that all required documentation and approvals with procurement policies and procedures are properly documented.

Management's response: We concur. The Town Commission passed Resolution 2023-025 dated November 8, 2025, in response to the recent Memorandum from the Broward Office of the Inspector General, dated September 28, 2023. These revisions have been thoughtfully considered and approved, ensuring alignment with the recommendations provided. Staff were trained during the month of December 2023 on these Policies and Procedures which were adopted in Resolution 2023-025. Our commitment to compliance and continuous improvement remains steadfast, and these updates reflect our dedication to upholding the highest standards within our operations.

2022-08 Bank Account Reconciliations

Observation: During the audit, we noted that bank reconciliations were not prepared on a regular basis at the end of each month. They have been completed weeks or months later.

Furthermore, there was no evidence of review or approval of the reconciliations by upper level management.

Recommendation: The Town should ensure that bank reconciliations are completed, reviewed and approved by an upper level management on a timely basis.

Management's response: We concur. Management understands the significance of completing, reviewing, and approving bank reconciliations in a timely manner. We have begun to take the necessary steps to ensure that bank reconciliations are conducted promptly and undergo thorough review by upper-level management.

2022-09 Capital Assets

Observation: During the audit we noted that the total capital assets in the depreciation summary- book data report doesn't reconcile with the general ledger total capital assets for the general fund.

Recommendation: The Town should ensure that all assets recorded in the detail depreciation summary- book data report are properly recorded in the general ledger and the detail report reconciles with the general report at all times.

Management's response: We concur. Recent changes in accounting software and staff turnover have been a challenge within the accounting department. That said, Management understands the significance of ensuring that detailed depreciation reports are properly recorded, and reports always reconcile with the general ledger.

2022-10 Filing requirements

Observation: Section 218.39(1) Florida Statutes requires municipalities to have an annual financial audit of its accounts and records completed within 9 months after the end of its fiscal year by an independent certified public accountant. The audit was not performed and completed within the required timeframe and, therefore, audited financial statements were not submitted by the deadline.

Recommendation: The Town should take the necessary actions to comply with the Florida Statutes and have the annual financial audit of its account and records completed and submitted by the required deadline to avoid State imposed sanctions, including the withholding of funds.

Management's response: We concur. Staff turnover has been a challenge within the accounting department in recent years. Management, however, understands the significance of completing and submitting the audit by the State's required deadline and expects to have a timely-issued audit reporting package for fiscal year ended September 30, 2023.

II. PRIOR YEARS' FINDINGS

2021-01 Accounts Receivable Aging
Current Status: Partially resolved. See finding no. 2022-02

2021-02 Capital Assets
Current Status: Not resolved. See finding no. 2022-09

2021-03 Internal Controls over Procurement and Procurement Documentation
Current Status: Not resolved. See finding no. 2022-07.

2021-04 Bank Account Reconciliations
Current Status: Not resolved. See finding no. 2022-08

2020-01 Accounts Receivable Aging
Current Status: Not resolved. See finding no. 2021-01 and 2022-02.

2020-02 Internal Controls over Payroll and Payroll Documentation
Current Status: Finding has been resolved.

2019-01, Internal Controls over Payroll and Payroll Documentation
Current Status: Finding has been resolved.

2019-02 Account Receivable Aging

Current Status: Finding has been partially resolved. See finding no. 2020-01, 2021-01 and 2022-02.

TOWN OF PEMBROKE PARK, FLORIDA
Impact Fee Affidavit
For the year ended September 30, 2022

IMPACT FEE AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared David M. DiLena, who being duly sworn, deposes and says on oath that:

1. I am the Director of Financial Services of the Town of Pembroke Park, Florida ("the Town") which is a local governmental entity of the State of Florida.

2. The Town of Pembroke Park, Florida ("the Town") adopted Ordinance No. 2021-009 implementing an impact fee; and

3. The Town of Pembroke Park, Florida ("the Town") has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

Director of Financial Services

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me this 8th day of January, 2024.

NOTARY PUBLIC

Print Name Susan Reutlinger

Personally known ✓ or produced identification _____

Type of identification produced: _____

My Commission Expires: March 25, 2027

SUSAN REUTLINGER NOTARY PUBLIC MY COMMISSION EXPIRES 3-25-2027 STATE OF FLORIDA COMMISSION NUMBER HH 350685

SDA
S. Davis & Associates, P.A.
Certified Public Accountants & Consultants

2521 Hollywood Boulevard
Hollywood, Florida 33020
Telephone: 954-927-5900
Fax: 954-927-5927

1176 NW 163 Drive
Miami Gardens, Florida 33169
Telephone: 305-628-1510
Fax: 305-628-1595

900 Osceola Drive, Suite 107C
West Palm Beach, Florida 33409
Telephone: 561-547-0545
Fax: 561-253-2747

Member: American Institute of Certified Public Accountants | Florida Institute of Certified Public Accountants

June 1, 2023

To the Commissioners and Finance Director
Town of Pembroke Park, Florida
3150 SW 52 Avenue
Pembroke Park, Florida 33023

We are pleased to confirm our understanding of the services we are to provide the Town of Pembroke Park (the "Town") for the year ended September 30, 2022. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Pembroke Park as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Pembroke Park's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Pembroke Park's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.
2) Budgetary comparison schedule – General Fund
3) Schedules required by GASB for Pension Plans and OPEB
4) Schedule of Employer Proportionate Share of Net pension Liability - Florida Retirement System Pension Plan.
5) Schedule of Employer Proportionate Share of Net pension Liability – Retiree Health Insurance Subsidy Program.
6) Schedule of Employer Contributions - Florida Retirement System Pension Plan.
7) Schedule of Employer Contributions - Florida Retirement System Health Insurance Subsidy Pension Plan.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second

paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Pembroke Park and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Pembroke Park's financial statements. Our report will be addressed to the Honorable Mayor and Members of the Town Commission of the Town of Pembroke Park. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Pembroke Park is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect the auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations

that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of cash, receivables, debt and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards.*

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Pembroke Park's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

Other Services

We will also assist in preparing the financial statements and related notes of the Town of Pembroke Park in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards.* We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to S. Davis and Associates, P.A., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly

presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably the Finance Director, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent

prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, debt, or other confirmations and schedules we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town of Pembroke Park; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of S. Davis & Associates, P.A. ("SDA") and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Town's oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of SDA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Town's oversight agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Tanya I. Davis is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that SDA's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. The Town will be subject to a placement fee for any SDA employee hired by the Town during the term of the audit engagements, including any extensions, and up to two years after the end of the contract including issuance of final audit reports and annual financial statements or annual comprehensive financial report. The placement fee will be made payable to SDA in an amount equal to the greater of $75,000 or 100% of the offered annual salary of the recruited personnel.

Our fee for your audit services will not exceed $50,000 for fiscal year ended September 30, 2022, unless there is a change in activity, readiness, cooperation, or preparation of audit schedules that results in additional audit work or debt is issued. The compensation for additional audit work will be calculated according to the standard hourly rate schedule set forth in Tab VIII of SDA's proposal in response to RFP #20-07. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices for fees or other compensation will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through

the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

As is customary for SDA, we will meet with the Town Manager (or designee) and the Finance Director (or designee) prior to finalizing and issuing our reports. We will also meet with the Town Commissioners, individually, to discuss the results of the audit if they wish to do so.

Any controversy or claim arising out of or relating to the services covered by this letter or hereafter provided by us to the Town (including any such matter involving any subsidiary, affiliate or agent of the Town or SDA) shall be submitted first to voluntary mediation. In addition, you agree that the exclusive venue for any action to collect such unpaid invoices shall be the courts of Broward County, Florida.

Any changes not provided elsewhere herein have to be agreed to by mutual consent of both parties.

We appreciate the opportunity to be of service to the Town of Pembroke Park and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

S. Davis & Associates, P.A.

S. Davis & Associates, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Pembroke Park.

Management signature: _____

Title: Budget & Finance Director

Date: 07/17/2023

Governance signature: _____

Title: Mayor

Date: _____

DISPUTE RESOLUTION PROCEDURES

The following procedures shall be used to resolve any controversy or claim ("dispute") as provided in our engagement letter of June 1, 2023. If any of these provisions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

Mediation

A dispute shall be submitted to mediation by written notice to the other party or parties. In the mediation process, the parties will try to resolve their differences voluntarily with the aid of an impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the American Arbitration Association ("AAA") or such other neutral facilitator acceptable to both parties.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute.

The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Arbitration

If a dispute has not been resolved within 90 days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute will be settled by arbitration. The arbitration will be conducted in accordance with the procedures in this document and the Arbitration Rules for Professional Accounting and Related Services Disputes of the AAA as in effect on the date of the engagement letter ("AAA Rules"). In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, regardless of the size of the dispute, to be selected as provided in the AAA Rules. Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may serve on the panel unless he or she has agreed in writing to abide and be bound by these procedures.

The arbitrators may not award non-monetary or equitable relief of any sort. They shall have no power to award punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrators have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

No discovery will be permitted in connection with the arbitration unless it is expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrators may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.

The result of the arbitration will be binding on the parties, and judgment on the arbitrators' award may be entered in any court having jurisdiction.

From: Suzi Reutlinger
To: Town Clerk
Subject: Town Attorney Services Proof
Date: Thursday, January 18, 2024 12:24:06 PM
Attachments: image001.png

Bid Details | Audit Trail | Watchers List | Planholders | Postbid Viewers | Broadcast History

Town Attorney Services (RE-BID)

Active

4	131	0	2	0
Planholders	Broadcast to	Supplemental Suppliers	Watchers	Post Bid Viewers

Bid Details

Agency Name	Town of Pembroke Park
Bid Writer	Suzi Reutlinger
Bid ID	RFQ-23-05-0-2023/SR
Bid Type	RFQ - Request for Qualifications
Broadcast Date	Dec 1, 2023 10:00am (EST)
Fiscal Year	2023
Due	Jan 30, 2024 3:00pm (EST)
Bid Status Text	None
Additional Registration (NEW)	NONE

Scope of Work

The Town is soliciting proposals from experienced and well qualified firms or individuals for the provision of Town Attorney services. The selected firm or individual will be expected to perform the services in accordance with the Scope of .....

Show More

Documents

Download all documents

Filename	Type	File Type	File Size	Date Modified	Status
RFQ Bid Package	Bid Document / Specifications	PDF	277.00 KB	Dec 1, 2023	Complete

Suzi Reutlinger
Assistant To Town Clerk
Town of Pembroke Park
954.966.4600 Ext. 234 sreutlinger@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

TOWN OF PEMBROKE PARK

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

TOWN OF PEMBROKE PARK
REQUEST FOR QUALIFICATIONS (RFQ)
TOWN ATTORNEY SERVICES
BID PACKAGE RFQ NO. 23-05

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN:

TUESDAY, JANUARY 30, 2024, AT 3:00 PM

TOWN OF PEMBROKE PARK
ATTENTION: TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFQ ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR

TABLE OF CONTENTS

1. BACKGROUND OF THE AGREEMENT 1
2. SCOPE OF WORK 1
3. SCHEDULE 4
4. PROPOSAL FORMAT GUIDELINES 4
5. PROCESS FOR SUBMITTING PROPOSALS 5
6. EVALUATION CRITERIA 6
7. EVALUATION OF PROPOSALS AND SELECTION PROCESS 8
8. CONDITIONS TO AGREEMENT 8
9. RIGHT OF REJECTION 9
10. INDEMNIFICATION 9
11. NON-DISCRIMINATION 9
12. GENERAL TERMS AND CONDITIONS 10
APPENDIX A 14
APPENDIX B 15

TOWN OF PEMBROKE PARK
TOWN ATTORNEY SERVICES
REQUEST FOR QUALIFICATIONS (RFQ) # 23-05

The Town of Pembroke Park ("Town") is currently requesting sealed proposals and qualifications for Town Attorney services.

1. BACKGROUND OF THE AGREEMENT

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,100 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town is governed by a Mayor and four (4) Town Commissioners, operating under a Commissioner form of government and has approximately 52 employees. Commissioners are elected at large and serve for four (4) year terms. The Town Commission is responsible for passing Town Ordinances and Resolutions, adopting the annual budget, appointing committees, and setting policies. The Town Manager is responsible for the overall management and administration of each Department within the Town and implements Town policy at the direction of the Town Commission.

The Town provides a range of traditional municipal functions. These include police protection, fire rescue services, stormwater and sewer service, planning and zoning services, maintenance of roadways, and recreational opportunities.

2. SCOPE OF WORK

The Town is soliciting proposals from experienced and well qualified firms or individuals for the provision of Town Attorney services. The selected firm or individual will be expected to perform the services in accordance with the Scope of Work herein and the requirements of the solicitation.

The proposer will be required to provide Town Attorney services and represent the Town in all matters requiring legal counsel. All duties must be performed in accordance with the Town's Charter, the Town's Code of Ordinances and all other pertinent statutes and regulations.

The selected proposer will provide legal services as Town Attorney including, but not limited to, the areas of: legislative governmental issues, land use and zoning, personnel, code enforcement and contract law as well as monitoring the activities of any outside legal counsel representing the Town in litigation.

i. **General Services Requested**. The Town Attorney is expected to perform all general legal representation for the Town as required. Such general legal representation includes, but is not limited to:

A. Legislative work associated with the Town Commission meetings, including preparation or review of ordinances and resolutions, and written policies and procedures, together with research work as necessary associated with the preparation of those documents. This activity shall include providing assessments of legal likelihood in support of Town risk analyses.

B. Preparation of oral or written opinions on legal matters as required by the Town Commission or Town Manager.

C. Negotiation and preparation of agreements, leases contracts, or similar documents.

D. Review and comment on contract forms between the Town and independent contractors.

E. Performance of investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research, when requested by the Town Commission or by the Town Manager.

F. Provide legal counseling, guidance and opinions to the Town Manager and the Department Heads regarding the operations of the Town; provided, however that except in the event of an emergency problem, all requests by Department Heads for such legal counseling, guidance and opinions shall be channeled through the Town Manager.

G. Participation in meetings and telephone conference with the Town Manager and Town staff as designated by the Town Manager, as required.

H. Prepare and review charter revisions, ordinances, resolutions, documents and documents that are pertaining to Town matters upon request by the Town Commission or Town Manager.

I. Provision of staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; referendum questions, contracts, surety/performance/payment bonds, insurance policies, bills of sale, liens, waivers, subordinations, and other legal instruments; liability situations; grant guidelines; pension laws, arbitration, collective bargaining; and other matters as necessary requiring legal advice.

J. Interpretation of the Town's Ordinances and prosecution of local ordinance or zoning violations in any Court, if the State Attorney is not handling the prosecution.

K. Maintenance of legal files and provision to the Town Manager of copies of all correspondence, and of all pleadings and orders in all litigation the firm is handling for the Town.

L. Keeping the Town Commission and Town Manager informed of legislation or judicial opinions that have potential to impact the Town.

M. As requested by the Town, overseeing, in a cost-effective manner, litigation in which the Town represented by the Town's insurance carriers.

N. Performance of other professional duties as may be required including but not limited to conducting legal research as required for the performance of duties representing the Town.

O. Performance of professional duties and functions as may be required by Charter, ordinance or resolution of the Town Commission.

P. With the exception of requests for legal services issued by the Town Commission acting as a body, the Town Manager shall act as a "gatekeeper" for the Town in requesting the services or assistance of the attorney or firm, coordination the flow of work to the attorney or firm, and establishing the relative priorities to be placed by the attorney or firm on each task for which the assistance of the attorney or firm is required. No member of the Town's staff may require the efforts of the attorney or firm on the behalf of the Town unless expressly authorized by the Town Manager. Notwithstanding the foregoing, any member of the Town Commission may request legal services and opinions of the attorney or firm regarding Town matters upon approval of the Commission.

ii. **Specific Services Requested**. In addition to the General Services, the Town Attorney is expected to perform certain specific legal services for the Town, as required. Such specific legal services include:

A. Attend all workshop Commission meetings on the fourth Wednesday of each month at 6:00 p.m., all regular Commission meetings on the second Wednesday of each month at 7:00 p.m., and all special Commission meetings when requested by the Town Commission or Town Manager.

B. Attend all Town advisory board meetings in order to counsel the members thereof on any legal matter which confronts the board or committee as requested by the Town Manager.

C. The Town Attorney shall retain an association with, or actually as an employee at their offices, a minimum of one attorney whom shall have competent experience in governmental affairs, in particular municipal government law and/or shall acquire such knowledge such that each attorney shall be able to attend such functions and attend to such matters as enumerated above in this contract when the Town Attorney is unavailable or unable to attend same.

D. The Town Attorney shall continue to be the Town's primary representative in all litigation in any court and all other hearings, meetings, or other such functions as enumerated in this document.

E. The Attorney shall also represent the Town in proceedings in any court of competent jurisdiction and in hearings before administrative tribunals where the Town is a party or intervener in respect to the issues that are pending before such court or administrative tribunal when directed to do so by the Town Commission. The Town Attorney may also represent the municipality in other matters, not specifically enumerated herein, at the request of the Town Commission or Town Manager.

F. Maintain Auditable Records. The selected Attorney or firm shall maintain auditable records to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with Generally Accepted Accounting Principles, and the Town reserves the right to determine record-keeping methods in the event of non-conformity.

NOTE: Services contained within this Scope of Work will be provided pursuant to a future written contract being issued to the successful proposer and executed by the parties.

3. SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFQ:	December 1, 2023
Deadline for questions:	December 28, 2023
Proposal due date:	January 30, 2024
Interviews (if held):	To be determined.
Award of contract:	To be determined.

**All dates are subject to change at the discretion of the Town.*

4. PROPOSAL FORMAT GUIDELINES

Proposers are to provide the Town with a thorough proposal using the following guidelines:

Proposal should contain no more than thirty (30) typed pages, including a cover letter and resumes of key people. Emphasis should be concentrated on conforming to the Request for Qualifications ("RFQ") instructions, responding to the RFQ requirements and on providing a complete and clear description of what is being offered.

The following should be addressed in the proposer's response:

i. <u>Cover letter</u>
Proposal shall be accompanied by a cover letter, which should summarize the key elements of the proposal, including but not limited to: (1) name of firm, (2) ownership type, (3) year firm was established, (4) office locations, (5) number of firm employees, (6) description of firm's core business, and (7) name of principal of the firm. An individual authorized to bind the proposer must sign the letter. The letter must stipulate that the proposal shall be valid for a period of at least ninety (90) days. Indicate the address and telephone number of the proposer's office located nearest to the Town and the office from which the project will be managed.

ii. <u>Background and Project Summary</u>
Describe your understanding of the Town, the work to be done and the objectives to be accomplished. Refer to the Scope of Work of this RFQ.

iii. <u>Approach</u>
Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFQ. Included should be a detailed description of specific tasks you will require from Town staff and explain what the respective roles of Town staff and your staff would be to complete the tasks specified in the Scope of Work. Proposers are encouraged to provide

additional innovative and creative approaches for providing the service that maximize efficiency and cost-effectiveness.

iv. Staffing

Provide a list of personnel who will be working on this project, indicate the functions that each will perform, and include a resume for each designated individual. The proposal must contain information demonstrating the organizational structure of the proposer and identify who will serve as the primary contact(s) for the Town. Proposer should demonstrate that the firm has the adequate staff to perform the work in the time allotted, including the availability of key personnel relative to other work currently under contract. Upon award and during the contract period, if different personnel are assigned to the project, those names and qualifications must be submitted to the Town. The successful proposer shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the Town.

v. Qualifications

Discuss the experience of the proposer with providing the services described in the Scope of Work to municipal government(s), and any other relevant experience within the last three (3) years. Describe the qualifications of the proposer and key staff who have performed projects similar in scope and complexity as described in this RFQ to demonstrate competence to perform the services herein. Included should be names of key staff that participated on those projects and their specific responsibilities, and a summary of the proposer's demonstrated capability, including the length of time that the services in the Scope of Work have been provided.

All proposers should provide at least two (2) references, including name and contact information, preferably from another municipality or governmental entity, which have received similar services. The Town intends to contact the references listed.

vi. Fee proposal

The Town Commission has budgeted $200,000 for legal services for FY23-24. All fee proposals should be within the Town's budget for legal services as established by the Town Commission. The fees for legal services shall be set annually through the Town Commission's adoption of its annual budget. Indicate the annual fee for services to provide all services in the Scope of Work. Please also indicate an hourly rate for work outside of the scope of work. The fee proposal shall include a monthly retainer fee option and an hourly rate option. See Appendix A. Fee proposals may be considered when evaluating proposals; however, the commission's award to a firm shall be based on the qualifications of the proposer.

5. PROCESS FOR SUBMITTING PROPOSALS

All proposals shall be submitted as follows:

i. Content

The proposal must be submitted using the format as indicated in the Proposal Format Guidelines.

ii. Preparation of Proposal

Each proposal shall be prepared simply and economically, avoiding the use of promotional material beyond those sufficient to provide a complete and accurate presentation. The Town will not be liable for any costs incurred by a firm in the preparation or submission of a proposal.

iii. Number of Proposals

Submit one (1) original complete package, five (5) duplicate complete packages, and one (1) electronic copy of the proposal package (CD or USB drive).

iv. Submission of Proposals

Complete written proposals must be submitted in sealed envelopes clearly marked on the outside of the envelope **"RFQ, TOWN ATTORNEY SERVICES"**, no later than **January 30, 2024 at 3:00 PM** to the address listed below**.** Proposals received after this date and time will be rejected. Please allow for normal mail delivery time to ensure timely receipt of proposals, if using regular mail. Proposals may not be submitted by e-mail or fax.

Address: Town of Pembroke Park
Attn: Town Clerk
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

v. Inquiries

Questions about this RFQ must be made in writing, via e-mail to the Acting Town Manager, Aleem Ghany, at aghany@tppfl.gov .

The Town reserves the right to amend or supplement this RFQ prior to the proposal due date. The Town endeavors to answer all written questions in a timely manner, but also reserves the right to not answer all questions.

From the date that this RFQ is issued until a firm or entity is selected and the selection is announced, proposers are not allowed to communicate outside the process set forth in this RFQ with any Town employee other than the individual listed above regarding this RFQ. The Town reserves the right to reject any proposal for violation of this provision. Only written questions will be accepted, and no response other than written responses will be binding upon the own.

vi. Conditions for Proposal Acceptance

This RFQ does not commit the Town to award a contract or to pay any costs incurred for any services. The Town, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFQ, to negotiate with any qualified proposer, or to cancel this RFQ in part or in its entirety. The Town may waive any irregularity in any proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. If any proprietary information is contained in the proposal, it should be clearly identified. The contents of the successful proposal may, at the Town's option, become part of the contract entered into by the successful proposer and the Town.

Respondents to this RFQ are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Florida Public Records Law contained in Chapter 119, Florida Statutes.

6. EVALUATION CRITERIA

Evaluation of all proposals received by the Town shall be based on the following criteria:

	Criteria	**Points**
1.	Qualifications and Experience of Firm	30
2.	Experience Working with City Government Past and Present	30
3.	References and/or Recommendations	10
4.	Methodology and Approach	10
5.	Disciplines, Qualifications and Experience of the Team	20
	Total:	100

1. **Qualifications and Experience of Firm (30 Points)**.
   Provide information as to each of the individual attorney's experience and the firm's experience in representing local governmental entities. That is, identify all current and for the past five (5) years municipal, county or other governmental agencies for which your firm has provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and the identified entity.

   Identify the specific experience of the firm in all phases of Florida land use law. Identify the specific experience of the firm in specialized areas, including but not limited to municipal issues including parliamentary procedures, open meetings, Government in the sunshine, elected official, municipal finance, land use, zoning, growth management, environmental law, inter local agreements, building code, personnel an additional legal areas that will identify the focus of the firm.

2. **Experience Working with Town Government (30 Points)**.
   Provide information as to each of the individual attorney's experience and the firm's experience in representing local government entities. That is, identify all current and for the past five (5) years municipal, county, or other governmental agencies for which your firm has provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and identified entity.

3. **References (10 Points)**.
   Respondents must provide a minimum of two (two) references. For each reference provide: (i.) name of entity; (ii.) contact person; (iii.) address and telephone number for reference; and (iv.) dates of representation.

4. **Methodology and Approach (10 Points)**.
   Respondents should include the following:
   - Name of law firm/individuals and primary attorney to service as the Town Attorney at each Town Commission meeting and other board meetings.
   - After hour availability.
   - Information on how the firm/individual would structure the working relationship between the Town Attorney's office, Town Commission, and the Town Manager's office.
   - Areas of expertise where the use of special outside counsel is anticipated.

- Statement on how the workload of the Town of Pembroke Park will be accommodated and what kind of priority it would be given.

5. **Disciplines, Qualifications and Experience of the Team (20 Points).**
   Provide the resume of team members having the qualifications and experience in the different legal disciplinary skills.

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

The Town Commission will screen and review all proposals according to the weighed criteria set forth above. Members of Town Commission, in their discretion, may individually interview proposers as part of the evaluation process.

Recommendation for award is contingent upon the successful negotiation of final contract terms.

8. CONDITIONS TO AGREEMENT

a. The contract resulting from this solicitation may be awarded to the most qualified, responsive proposer which submits a proposal determined to provide the best value to the Town. The Town reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest.

b. The Town reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the Town's best interest to do so.

c. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the Town. The Town may conduct any investigation it deems necessary to determine if the proposer is capable of performing the requirements of this solicitation.

d. The proposer's performance as a prime contractor or subcontractor on previous Town contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.

e. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

f. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in Town's Procurement Ordinance, Chapter 2, Article V, Pembroke Park Code of Ordinances. It is incumbent upon the proposer to be aware of the posting of any associated award recommendation. Any protest received after the protest deadline date may be rejected.

g. The Town reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

h. The selected firm will be required to assume responsibility for all services offered in the proposal.

i. A copy of the proposal ranking and award will be available for review at Town Hall, located at 3150 SW 52nd Avenue, Pembroke Park, Florida, 33023 upon completion of the selection process. Interested parties may obtain a copy of the final ranking from the Town.

9. RIGHT OF REJECTION

The Town reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the Town.

10. INDEMNIFICATION

To the fullest extent permitted by law, the proposer shall indemnify and hold harmless the Town and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to attorneys fees and other professionals and court and arbitration costs) arising out of or resulting from the performance of the proposer's work, provided that such claim, damage, loss or expense is caused in whole or in part by any intentional or negligent act or omission by the proposer, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the proposer to perform or furnish the services, or anyone for whose acts the proposer may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of proposer, by any person or organization directly or indirectly employed by proposer to perform or furnish any of the work, or by anyone for whose acts proposer may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for proposer under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

11. NON-DISCRIMINATION

Proposer agrees and warrants that in the performance of the contract pursuant to this solicitation, proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, or physical disability or other basis in any manner prohibited by federal, state, or local laws.

12. GENERAL TERMS AND CONDITIONS

i. Definitions

Addenda: A written change to a solicitation.
Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.
Contractor: The proposer to whom award has been made.
Modification: A written change to a contract.
Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.
Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.
Request for Qualifications (RFQ): Shall mean this solicitation documentation, including any and all addenda. An RFQ involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.
Solicitation: The written document requesting either bids or proposals from the marketplace.
Town: Shall refer to the Town of Pembroke Park
Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The Town has established for purposes of this RFQ that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

ii. Equal Opportunity Agreement

In connection with work performed under a Town contract, a proposer agrees, upon receipt of a written award or acceptance of a contract, to support and abide by all State and Federal Equal Opportunity laws and regulations.

By submitting a proposal in response to this solicitation, a proposer agrees to:

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, age, marital status or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants; and
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the proposer is an "Equal Opportunity Employer".

iii. Public Entity Crimes

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

iv. Issuance of Addenda

If this solicitation is amended, the Town will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

- Proposers shall acknowledge receipt of each addendum to this solicitation by signing and returning the addendum using one of the following methods:

  - By mailed letter;
  - or
  - By email to townclerk@tppfl.gov

  The Town must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

v. Payment

Prompt Pay Policy: It is the policy of the Town to fully implement the provisions of the State of Florida Prompt Payment Act.

Withholding Payment: In the event a contract is canceled under any provision herein, the Town may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

vi. Access To Meetings

Persons with disabilities requiring reasonable accommodations to attend meetings, please call Marlen Martell at (954) 966-4600 at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Evaluation Committee meetings will be posted in the Town's office as far in advance of the meeting as possible.

vii. Confidentiality

By submitting a proposal in response to this solicitation, a proposer acknowledges that the Town is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The proposer further acknowledges that any materials or documents provided to the Town may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a proposer provide the Town with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the proposer shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The proposer shall submit to the Town both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected proposer has otherwise fully complied with this provision, the Town, in reliance on the representations of the proposer, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected

material, the Town shall notify the proposer of that request, and the proposer shall reply to such notification, in a writing that must be received by the Town no later than 4:00 p.m., ET, of the second Town business day following proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the proposer refuses to permit disclosure of copying, the proposer agrees to, and shall, hold harmless and indemnify the Town for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the Town, or assessed or awarded against the Town, in regard to the Town's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the proposer is not initially named as a party, the proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a proposer in response to the RFQ and shall constitute the Town's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Town.

viii. <u>Scrutinized Companies</u>

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

ix. <u>E-verify.</u>

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

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

c. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland

Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

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

x. <u>Vendor Responsibility.</u>

§287.05701 Prohibition against considering social, political, or ideological interests in government contracting. —
(1) As used in this section, the term "awarding body" means:
(a) For state contracts, an agency, or the department.
(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.
(2)(a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.
(3) Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

APPENDIX A

TOWN ATTORNEY SERVICES
REQUEST FOR PROPOSAL (RFQ) NO. 23-05
FEE PROPOSAL

Individual and/or Company's Name:

_____

The proposer shall submit a proposal for compensation, which should include, but is not limited to, a monthly retainer fee option, an hourly rate option, or a combination of these options. The Town Commission has budgeted $200,000 for legal services for FY23-24. All fee proposals should be within the Town's budget for legal services as established by the Town Commission. The fees for legal services shall be set annually through the Town Commission's adoption of its annual budget.

Fee Proposal:_____

_____

_____

_____

We, the undersigned, hereby propose and agree to furnish to the Town of Pembroke Park all work as defined in the RFQ. This proposal is subject to all terms of the specifications and bid conditions, and we hereby agree to furnish such items as may be awarded to us.

_____	_____
Authorized Signature	Date
_____	_____
Print Name	Telephone Number
_____	_____
Title	Email Address

APPENDIX B

TOWN ATTORNEY SERVICES
REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-05
INSURANCE REQUIREMENTS

The proposer shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the proposer and all of its agents, employees, sub-contractors and other providers of services and shall name the Town, its employees and agents as an Additional Insured on a primary and non-contributory basis to the proposer's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the proposer's Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Florida and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

1) Worker's Compensation Insurance:
- Statutory Coverage
- Employer's Liability
- $100,000 each accident/$500,000 disease-policy limit/$100,000 disease each employee

2) Commercial General Liability:
- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage Each Occurrence $1,000,000 Aggregate $2,000,000 (The Aggregate Limit shall apply separately to each job.)

3) Automobile Insurance:
- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Building Damage: Per Accident $1,000,000

4) Errors and Omissions Liability or Professional Services Liability Policy
- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability $500,000 each occurrence or per claim.

The proposer agrees to maintain continuous professional liability coverage for the entire duration of this contract, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the contract.

The proposer shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The proposer shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days' advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The proposer shall provide the Town copies of any such Policies upon request.

The above insurance requirements are the Town's general requirements. Insurance requirements with the awarded proposer are subject to final negotiations.

SUN-SENTINEL

Sold To:
Town Of Pembroke Park - CU00117991
3150 SW 52nd Ave
Pembroke Park,FL 33023

Bill To:
Town Of Pembroke Park - CU00117991
3150 SW 52nd Ave
Pembroke Park,FL 33023

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11700-Advertisement for Bids ,
RFP 24-01 – HUMAN RESOURCES CONSULTING SERVICES
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Jan 03, 2024

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Sworn to and subscribed before me this: January 04, 2024.

LeAnne Rollins

Signature of Notary Public

LEANNE ROLLINS
Notary Public - State of Florida
Commission # GG 982233
My Comm. Expires Apr 27, 2024
Bonded through National Notary Assn.

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: townclerk@tppfl.gov
7559645

TOWN OF PEMBROKE PARK
REQUEST FOR PROPOSALS
RFP 24-01 – HUMAN RESOURCES CONSULTING SERVICES

Notice is hereby given that the Commission of the Town of Pembroke Park, Broward County, Florida, is advertising for sealed proposals for Human Resources Consulting Services which will be received by the Town Clerk of the Town of Pembroke Park, Broward County, Florida, by 3:00 p.m. on Monday, February 5, 2024, at which time they will be publicly opened and the names of the individuals or entities submitting proposals will be read aloud by the Town Clerk, or designee. Proposals received after the time and date specified will not be accepted. The proposals shall be for the selection of a qualified firm to provide the following services:

HUMAN RESOURCES CONSULTING SERVICES

A comprehensive description of the scope of services to be provided, qualifications requirements, and other information relative to the requested services may be downloaded from DemandStar at http://www.demandstar.com, or from the Town of Pembroke Park website at: https://www.tppfl.gov/bids. If in the opinion of the proposer, inconsistencies appear to exist in the proposed scope of work or elsewhere in the Request for Proposals, it is the proposer's responsibility to seek clarification from the Town. Additionally, it is incumbent upon all proposers to conduct a personal investigation as to requirements of the Town. All questions concerning the Request for Proposals shall be submitted by Thursday, January 18, 2024, via electronic mail to the Town Clerk at: townclerk@tppfl.gov. Questions concerning this Request for Proposals shall be submitted only by electronic mail to the electronic mail address stated above. Responses to those questions considered material to the solicitation will be made available as formal addenda on DemandStar.com and on the Town's website. No questions shall be answered orally.

Respondents must submit six (6) total copies of the proposal: one (1) original, five (5) duplicate complete packages, and one (1) electronic copy in PDF format on a CD or USB flash drive, in a sealed envelope to the Town of Pembroke Park Attn: Town Clerk. All packages shall be clearly marked:

RFP 24-01 – HUMAN RESOURCES SERVICES, on the outside of the envelope, along with the Bidder's name, address, date, and hour set for the bid opening.

Bids must be received by 3:00 p.m. on Monday, February 5, 2024, at the Town of Pembroke Park, 3150 SW 52nd Avenue, Pembroke Park, FL 33023. Late submissions shall not be accepted.

The Town reserves the right to change the submission deadline, to issue amendments to the Request for Proposals, or to cancel or reissue the Request for

Proposals without any penalty. The Town reserves the right to reject any and all proposals, and to waive minor irregularities. Further, the Town is not liable for any costs incurred by the proposers including, but not limited to, the costs incurred by the proposers for the presentation of their proposal and the attendance at any presentation. The Town will not be responsible for any errors or omissions in information provided, nor for the failure of the proposers to determine the full extent of the effort necessary to provide the requested services.

TOWN OF PEMBROKE PARK, a Florida municipal corporation

By: /s/ Marlen Martell
MARLEN MARTELL
Town Clerk

NOTE: ALL PROSPECTIVE PROPOSERS/ RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE TOWN OF PEMBROKE PARK STAFF OR OFFICIALS OTHER THAN THE SPECIFIED CONTACT PERSON, WHICH MAY ONLY BE CONTACTED BY ELECTRONIC MAIL. Minority owned, women owned, and small business enterprises are encouraged to respond to this solicitation. ANY INDIVIDUAL WHO HAS A DISABILITY WHICH REQUIRES A REASONABLE ACCOMMODATION IN ORDER TO PARTICIPATE IN SUBMISSION OF A PROPOSAL SHOULD CONTACT THE TOWN CLERK AT (954) 966-4600 AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE DATE SET FOR SUBMISSION OF PROPOSALS.
1/2/24 7559645

Order # - 7559645

TOWN OF PEMBROKE PARK

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

TOWN OF PEMBROKE PARK
REQUEST FOR PROPOSALS (RFP)
HUMAN RESOURCES CONSULTANT
BID PACKAGE RFP NO. 24-01

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN:

MONDAY, FEBRUARY 5, 2024 AT 3:00 PM, EST

TOWN OF PEMBROKE PARK
ATTENTION: TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR

TOWN OF PEMBROKE PARK
HUMAN RESOURCE CONSULTING SERVICES
REQUEST FOR PROPOSALS (RFP) # 24-01

The Town of Pembroke Park is requesting proposals from qualified firms for professional and technical services to provide human resource consulting services. The intent of this solicitation is to obtain a consultant with the experience and expertise necessary to assist in the planning, organizing, managing, and directing of Town's human resources functions and operations.

1. BACKGROUND OF THE AGREEMENT

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,100 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town is structured as a commission form of government in which residents elect five (5) members to the Town Commission, which is the governing body that adopts legislation and sets policy. The Commission hires the Town Manager with broad executive authority to carry out the Commission's policies and oversee the Town's day-to-day operations. Two (2) Divisional Directors, the Public Services Director, serves under the general supervision of the Town Manager. Overall, the Town currently employs approximately 25 staff members, who are paid on a weekly basis and receive various benefit programs.

2. SCOPE OF WORK

The Town is soliciting proposals from qualified, licensed, and insured entities for professional and technical services to provide human resource consulting services. Services would include recruiting/staffing, employee orientation, employee relations, performance management and salary administration, overseeing the termination of employees and analyzing exit interviews, as well as compliance with Federal, state, and local laws and regulations related to employment, and compliance with internal policies and procedures. The Town is seeking a proposer who can take a proactive approach in completing the work below and advising the Town on all aspects of its current practices, while making recommendations for continuous improvement.

a. Specific Services Requested

A. Assume role of human resources manager within the organization
B. Create and update current job descriptions and communicate recommendations
C. Manage human resources questions from both management and staff.
D. Completion of an evaluation of current human resources practices and procedures
E. Hiring, on-boarding, promotion and separation of employees
F. Management of employee records in accordance with applicable laws
G. Recommendations of policies to ensure compliance with federal, state and local standards and regulations
H. Review of personnel policy manual and recommendations for changes

I. Administration of employee benefits and directing of open enrollment

J. Administration of leave policies
K. Review of annual performance review process, including creating new or improved forms as necessary, and recommendations for improvement
L. Handling, tracking and reporting of employee performance issues, disciplinary actions and employee and manager complaints
M. Entry and tracking of all status changes such as new hires, terminations, leaves, and promotions and more
N. Assistance with development of staff training programs related to employee conduct and soft skills, as well as monitoring of completed training programs and coaching for supervisors and management, including but not limited to sexual harassment, non-discrimination, anti-retaliation, Fair Labor and Standards Act, etc. (https://sbshrs.adpinfo.com/blog/employee-training-whats-required-whats-recommended)
O. Regular communication to Town Manager of changes affecting labor laws or regulations
P. Recommendations for continuous improvement of human resources policies and procedures
Q. Assistance with other tasks or needs as deemed necessary by the Town
R. Provide evaluation reports on new hires and prospective new hires
S. Highlight experience, expertise also include strengths and weakness

b. Non-essential services

The Town may evaluate certain related non-essential services in order to determine if cost saving benefits might be derived with respect to adding these services to the HR consulting services. Interested proposers may add the following services to their response to the extent that the proposer has such capacity and experience. None are a condition of eventual appointment:

A. Payroll administration
B. Payroll time keeping
C. Workers' compensation administration

To the extent that non-essential services are included in the response, please include in your response all of the following specifications relative to these non-essential services described in the "Proposal Format Guidelines" section below.

Note: Presently the Town has ADP as the payroll management system and Workman's Comp is presently being handled by the Florida Municipal Insurance trust (FMIT). The selected consultant will coordinate with Town staff on the items listed above.

3. PROPOSAL FORMAT GUIDELINES

Proposers are to provide the Town with a thorough proposal using the following guidelines:

Proposal should contain no more than thirty (30) typed pages, including a cover letter and resumes of key people. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of what is being offered.

The following should be addressed in the proposer's response:

a. Cover letter
Proposal shall be accompanied by a cover letter, which should summarize the key elements of the proposal, including but not limited to: (1) name of firm, (2) ownership type, (3) year firm established, (4) office locations, (5) number of employees, (6) description of firm's core business lines, and (7) principal of the firm. An individual authorized to bind the proposer must sign the letter. The letter must stipulate that the proposal shall be valid for a period of at least ninety (90) days. Indicate the address and telephone number of the proposer's office located nearest to the Town and the office from which the project will be managed.

b. Background and Project Summary
Describe your understanding of the Town, the work to be done and the objectives to be accomplished. Refer to the Scope of Work of this RFP.

c. Approach
Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. Included should be a detailed implementation plan with project schedule. Also included should be a detailed description of specific tasks you will require from Town staff and explain what the respective roles of Town staff and your staff would be to complete the tasks specified in the Scope of Work. Proposers are encouraged to provide additional innovative and creative approaches for providing the service that maximize efficiency and cost-effectiveness.

d. Staffing
Provide a list of personnel who will be working on this project, indicate the functions that each will perform, and include a resume for each designated individual. The proposal must contain information demonstrating the organizational structure of the proposer and identify who will serve as the primary contact(s) for the Town. Proposer should demonstrate that the firm has the adequate staff to perform the work in the time allotted, including the availability of key personnel relative to other work currently under contract. Upon award and during the contract period, if different personnel are assigned to the project, those names and qualifications must be submitted to the Town. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the Town.

e. Qualifications
Discuss the experience of the proposer with providing human resource services to municipal government(s), and any other relevant experience within the last three (3) years. Describe the qualifications of the proposer and key staff who have performed projects similar in scope and complexity as described in this RFP to demonstrate competence to perform the services herein. Included should be names of key staff that participated on those projects and their specific responsibilities, and a summary of the proposer's demonstrated capability, including the length of time that the services in the Scope of Work have been provided. Proposer should also include a statement of its

technical capabilities (i.e. personnel, equipment and material) to perform the services in the Scope of Work.

All proposers should provide at least two (2) references, including name and contact information, preferably from another municipality, which have received similar services. The Town intends to contact the references listed.

f. Fee proposal
Indicate the annual fee for services to provide all services in the Scope of Work. Please also indicate an hourly rate for work outside of the scope of work and a fee for non-essential services to the extent submitted in the response. See Appendix A.

4. PROCESS FOR SUBMITTING PROPOSALS

All proposals shall be submitted as follows:

a. Content
The proposal must be submitted using the format as indicated in the Proposal Format Guidelines.

b. Preparation of Proposal
Each proposal shall be prepared simply and economically, avoiding the use of promotional material beyond those sufficient to provide a complete and accurate presentation. The Town will not be liable for any costs incurred by a firm in the preparation or submission of a proposal.

c. Number of Proposals
Submit one (1) original complete package, five (5) duplicate complete packages, and one (1) electronic copy of the proposal package (CD or USB drive).

d. Submission of Proposals
Complete written proposals must be submitted in sealed envelopes clearly marked on the outside of the envelope **"RFP, Human Resource Consulting Services"**, no later than **3:00 P.M. on Monday, February 5, 2024.** Proposals received after this date and time will be rejected. Please allow for normal mail delivery time to ensure timely receipt of proposals, if using regular mail. **Proposals may not be submitted by e-mail or fax.**

Address:
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Attn: Town Clerk
Marlen Martell

e. Inquiries
Questions about this RFP must be made in writing, via e-mail to Marlen Martell, Town Clerk at townclerk@tppfl.gov

The Town reserves the right to amend or supplement this RFP prior to the proposal due date. The Town endeavors to answer all written questions in a timely manner, but also reserves the right to not answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, proposers are not allowed to communicate outside the process set forth in this RFP with any Town employee other than the contracting officer listed above regarding this RFP. The Town reserves the right to reject any proposal for violation of this provision. Only written questions will be accepted, and no response other than written responses will be binding upon the Town.

f. Conditions for Proposal Acceptance

This RFP does not commit the Town to award a contract or to pay any costs incurred for any services. The Town, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified proposer, or to cancel this RFP in part or in its entirety. The Town may waive any irregularity in any proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. If any proprietary information is contained in the proposal, it should be clearly identified. The contents of the successful proposal may, at the Town's option, become part of the contract entered into by the successful proposer and the Town.

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Florida Public Records Law contained in Chapter 119, Florida Statutes.

5. SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFP:	Wednesday, January 3 , 2024
Deadline for questions:	Thursday, January 18 , 2024
Proposal due date:	Monday, February 5, 2024 at 3:00PM
Interviews (if held):	Tuesday-Friday February 13 -16, 2024
Approval of contract:	Wednesday March 13 , 2024

**All dates are subject to change at the discretion of the Town.*

6. EVALUATION CRITERIA

Evaluation of all proposals received by the Town shall be based on the following criteria:

a. Qualification of Entity and Key Personnel - 25%
Includes the proposer's ability to provide the requested scope of work, recent experience conducting work of similar scope, complexity, and magnitude for other agencies of similar size, references.

b. Approach to Providing the Requested Scope of Work - 25%
Includes an understanding of the RFP and of the project's scope of work; knowledge of applicable laws and regulations related to the scope of work.

c. Price proposal - 25%
Price proposals will be evaluated on the basis of the Total Estimated Annual price submitted in Exhibit A.

d. Innovating and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities - 25%.

Please note: the offer of non-essential services will not influence the evaluation of a proposal.

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

A selection committee appointed by the Town Manager will screen and review all proposals according to the weighed criteria set forth above.

a. Responsiveness Screening
Proposals will first be screened to ensure responsiveness to the RFP. The Town may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the Town reserves the right to request clarification or additional information from any or all proposers regarding their proposals. The Town may reject any proposal in which a proposer's approach, qualifications or price is not considered acceptable by the Town. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable.

b. Initial Proposal Review
The Committee will initially review and score all responsive written proposals based on the Evaluation Criteria set forth above. The Committee may also contact proposer's references. The three highest rankings proposers may be invited to the next stage of the evaluation process, or the Committee may conclude the evaluation process at this point and make a recommendation for award to the Town Commission.

c. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, will be on Tuesday-Friday February 13 -16, 2024 and will be conducted at Town Hall in Pembroke Park, Florida. This date is subject to change. The individual(s) from proposer's firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

Following conclusion of this stage of the evaluation process, the Committee will again rank all proposers according to the Evaluation Criteria set forth above. The Committee may conclude the evaluation process at this point and make a recommendation for award. The Town may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Pursuant to Section 286.0113, Florida Statutes, negotiations shall be confidential and not subject to disclosure of competing proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the Town may terminate negotiations and commence negotiations with the next highest scoring proposer, or withdraw the RFP.

8. CONDITIONS TO AGREEMENT

The contract resulting from this solicitation may be awarded to the responsive proposer which submits a proposal determined to provide the best value to the Town with price, technical, and other applicable factors considered. The Town reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest. Town anticipates the term of the contract resulting from this solicitation will be for two (2) years with an option to renew for one (1) year, upon mutual written assent agreement of the parties.

The Town reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the Town's best interest to do so.

Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the Town. The Town may conduct any investigation it deems necessary to determine if the proposer is capable of performing the requirements of this solicitation.

The proposer's performance as a prime contractor or subcontractor on previous Town contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.

Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in Town's Procurement Ordinance, Chapter 2, Article V, Pembroke Park Code of Ordinances. It is incumbent upon the proposer to be aware of the posting of any associated award recommendation. Any protest received after the contract award date may be rejected.

The Town reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

The selected firm will be required to assume responsibility for all services offered in the proposal. The Town will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.
A copy of the recommended ranking and award will be available for review at Town Hall, located at 3150 SW 52nd Avenue, Pembroke Park, Florida, 33023 upon completion of the evaluation by the Committee. Vendors may obtain a copy of the final ranking from the Town.

9. RIGHT OF REJECTION

The Town reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the Town.

10. INDEMNIFICATION

To the fullest extent permitted by law, the proposer shall indemnify and hold harmless the Town and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to attorneys fees and other professionals and court and arbitration costs) arising out of or resulting from the performance of the proposer's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the proposer, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the proposer to perform or furnish either of the services, or anyone for whose acts the proposer may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of proposer, by any person or organization directly or indirectly employed by proposer to perform or furnish any of the work, or by anyone for whose acts proposer may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for proposer under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

11. NON-DISCRIMINATION

Proposer agrees and warrants that in the performance of the contract pursuant to this solicitation, proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by federal, state, or local laws.

12. GENERAL TERMS AND CONDITIONS

Definitions

Addenda: A written change to a solicitation.
Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.
Contractor: The proposer to whom award has been made.
Modification: A written change to a contract.
Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.
Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.
Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.
Solicitation: The written document requesting either bids or proposals from the marketplace.
Town: Shall refer to the Town of Pembroke Park
Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The Town has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

a. Equal Opportunity Agreement
In connection with work performed under an Town contract, the Respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by all State and Federal Equal Opportunity laws and regulations.

By submitting a proposal in response to this solicitation, the Respondent agrees to:

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, age, marital status or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants; and
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Respondent is an "Equal Opportunity Employer".

b. Public Entity Crimes
Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

c. Issuance of Addenda
If this solicitation is amended, the Town will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile; or
- By signed scanned and emailed to njoseph@townofpembrokepark.com

The Town must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

d. Payment
Prompt Pay Policy: It is the policy of the Town to fully implement the provisions of the State of Florida Prompt Payment Act.

Withholding Payment: In the event a contract is canceled under any provision herein, the Town may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

e. Access To Meetings
Persons with disabilities requiring reasonable accommodations to attend meetings, please call Marlen Martell at (954) 966-4600 ext. 235 at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Evaluation Committee meetings will be posted in the Town's office as far in advance of the meeting as possible.

f. Confidentiality
By submitting a proposal in response to this solicitation, a Respondent acknowledges that the Town is a governmental entity subject to the Florida Public Records Law (Chapter

119, Florida Statutes). The Respondent further acknowledges that any materials or documents provided to the Town may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Respondent provide the Town with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Respondent shall submit to the Town both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected Respondent has otherwise fully complied with this provision, the Town, in reliance on the representations of the Respondent, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, the Town shall notify the Respondent of that request, and the Respondent shall reply to such notification, in a writing that must be received by the Town no later than 4:00 p.m., ET, of the second Town business day following Respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Respondent refuses to permit disclosure of copying, the Respondent agrees to, and shall, hold harmless and indemnify the Town for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the Town, or assessed or awarded against the Town, in regard to the Town's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Respondent is not initially named as a party, the Respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Respondent in response to the RFP and shall constitute the Town's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Town.

g. <u>Scrutinized Companies</u>

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Respondent certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities

in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

h. E-verify.

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

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

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

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

i. Vendor Responsibility.

Sec. 287.05701, F.S. Prohibition against considering social, political, or ideological interests in government contracting.

(1) As used in this section, the term "awarding body" means:
(a) For state contracts, an agency, or the department.
(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.
(2)(a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.
(3) Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

APPENDIX A

HUMAN RESOURCE CONSULTING SERVICES
REQUEST FOR PROPOSAL (RFP) 24-01
FEE PROPOSAL

Fee proposal to provide Human Resource Consulting Services (as defined in the Scope of Work) is as follows:

Cost Year 1: _____

Cost Year 2: _____

Cost Year 3: _____

Hourly fee for work outside of the scope of work: _____

Fee proposal to provide Non-Essential Services, if any included in response, is as follows:

3 Year Cost of Payroll Administration _____

3 Year Cost of Payroll Timekeeping _____

3 Year Cost of Workers' Compensation Administration _____

Additional breakdown of fees by service is also allowed.

APPENDIX B

HUMAN RESOURCE CONSULTING SERVICES
REQUEST FOR PROPOSAL (RFP) 24-01
INSURANCE REQUIREMENTS

The proposer shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the proposer and all of its agents, employees, sub-contractors and other providers of services and shall name the Town, its employees and agents as an Additional Insured on a primary and non-contributory basis to the proposer's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the proposer's Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Florida and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- $100,000 each accident/$500,000 disease-policy limit/$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage Each Occurrence $1,000,000 Aggregate $2,000,000 (The Aggregate Limit shall apply separately to each job.)

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Building Damage: Per Accident $1,000,000

4) Errors and Omissions Liability or Professional Services Liability Policy

- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability $3,000,000 each occurrence or per claim.

The proposer agrees to maintain continuous professional liability coverage for the entire duration of this contract, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the contract.

The proposer shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The proposer shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The proposer shall provide the Town copies of any such Policies upon request.

The above insurance requirements are the Town's general requirements. Insurance requirements with the awarded proposer are subject to final negotiations.

TOWN OF PEMBROKE PARK
3150 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 - Fax (954)966-5186

REGULAR COMMISSION MEETING MINUTES
Wednesday, November 8, 2023 at 7:00 PM

Mayor Ashira Mohammed
Vice Mayor Erik Morrissette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Kashem
Commissioner Geoffrey Jacobs

Acting Town Manager Aleem Ghany
Interim Town Attorney Horowitz
Town Clerk Marlen D. Martell

---

1 CALL TO ORDER MEETING CALLED TO ORDER AT 7:08PM

2 PLEDGE OF ALLEGIANCE LED BY MAYOR AND COMMISSIONERS

3 ROLL CALL The meeting was called to order at 7:08 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrissette, Vice Mayor; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Clerk Commissioner Hodgkins was absent.

Additional staff in attendance were Aleem Ghany, Acting Town Manager & Public Services Director; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; Joseline Ramirez, Chief Code Enforcement Officer; Mark Pakula, Information Technology Director; Suzi Reutlinger, Assistant to Town Clerk; and Ra Shana Dabney-Donovan, Police Chief

4 DELETIONS OR WITHDRAWALS TO THE AGENDA 11.2 WAS MOVED TO THE NEXT COMMISSION MEETING

MOTION TO ADOPT THE AMENDED AGENDA MADE BY VICE MAYOR MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER KASHEM, MOTION PASSES 4-0

5 PRESENTATIONS / PROCLAMATIONS

1. Police Commendations - Chief Dabney-Donovan

OFFICER BROWER, OFFICER RAVAL, OFFICER RIMMER AND VALASQUEZ WERE GIVEN CERTIFICATE OF COMMENDATIONS.

2. National American Heritage

PROCLAMATION READ BY TITLE ONLY

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
GEOFFREY JACOBS SPOKE ON RECORD
GAVEL PASSED TO THE VICE MAYOR
GAVEL PASSED BACK TO THE MAYOR
ANGELA JACOBS SPOKE ON RECORD
JOHN DANIEL LAZAR SPOKE ON RECORD

7 CONSENT AGENDA MOTION TO APPROVE THE CONSENT AGENDA AS IS MADE BY VICE MAYOR MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER KASHEM. MOTION PASSES 4-0

1. Approval of Meeting Minutes - Town Clerk Martell

10 11 2023 REGULAR COMMISSION MEETING

2. Settlement Agreement

3. Climate Action Plan

4. Fiber for the Town's infrastructure.

5. Axon Camera system for the Police Department

6. Public Works Warehouse Storage - Lease Agreement

7. Holiday Lighting (Discussion)

8. Bobcat (Discussion)

9. Kimley-Horn & Associates - vulnerability assessment

10. Interlocal Agreement Renewal - Unsafe Structures

11. GIS maintenance agreement.

12. RFQ for Town Attorney Consultant

8 RESOLUTIONS

1. Purchasing Manual

MOTION TO APPROVE 2023-025
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

9 ORDINANCES

1. Travel Policy Ordinance - Acting Town Manager/Public Services Director Ghany, Interim Town Attorney Horowitz
ORDINANCE NO. 2023-014
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 2 ENTITLED "ADMINISTRATION," BY CREATING ARTICLE XII OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES;"** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR OPENED THE FLOOR FOR PUBLIC COMMENT
NONE
MAYOR BROUGHT BACK BEFORE THE COMMISSION
MOTION TO APPROVE 2023-014
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

2ND READING DECEMBER 13, 2023

2. Parks and Recreation Advisory Board - Acting Clerk Commissioner Musfika
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 18 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PARKS AND RECREATION"; SPECIFICALLY CREATING ARTICLE III; TO BE ENTITLED "PARKS AND RECREATION ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF A PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR**

DEFINITIONS; PROVIDING FOR DUTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR OPENED THE FLOOR FOR PUBLIC COMMENT
NONE
MAYOR BROUGHT BACK BEFORE THE COMMISSION

2ND READING SCHEDULED FOR NEXT MEETING
MOTION TO APPROVE THE PARKS & RECREATION BOARD
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

2ND READING DECEMBER 13, 2023

3. Youth Advisory Board - Mayor Mohammed
ORDINANCE NO. 2023-016
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION"; SPECIFICALLY CREATING ARTICLE XIII; TO BE ENTITLED "YOUTH AFFAIRS ADVISORY BOARD"; PROVIDING FOR THE ESTABLISHMENT OF A YOUTH AFFAIRS ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS;** PROVIDING FOR DUTIES AND RESPONSIBILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR OPENED THE FLOOR FOR PUBLIC COMMENT
NONE
MAYOR BROUGHT BACK BEFORE THE COMMISSION

DANIEL LAZAR SPOKE ON RECORD
MARK YOUNG SPOKE ON RECORD

2ND READING DECEMBER 13, 2023
MOTION TO APPROVE YOUTH AFFAIRS AND ADVISORY BOARD
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 3-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

2ND READING DECEMBER 13, 2023

RECESS CALLED DUE TO A COMPLAINT MADE BY COMMISSIONER JACOBS

RECESSED CALLED AT 8:14PM
MEETING RESUMED AT 8:36PM

4. File No: 23-RZ-01
Applicant: BH 2550 LLC/Rachel Streitfeild, Caldera Law
Address: 2550 SW 30th Avenue
Request: Zoning Amendment

ATTORNEY RACHEL STREITFEILD SPOKE ON RECORD.
FLOOR WAS OPENED FOR PUBLIC COMMENT
NONE
FLOOR WAS CLOSED FOR PUBLIC COMMENT
ATTORNEY WILL BRING BACK RESOLUTION
2ND READING IS SCHEDULED FOR DECEMBER 13, 2023

MOTION TO APPROVED RESOLUTION 2023-017
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

ATTORNEY WILL BRING BACK RESOLUTION
2ND READING IS SCHEDULED FOR DECEMBER 17, 2023

CHIEF DABNEY-DONOVAN STATED THAT THERE WAS A 911 CALL MADE TO BSO
MEETING RECESSED AT 8:11PM
MEETING RESUMED AT 8:36PM

10 NEW BUSINESS

1. HR outsourcing RFQ or Letter of Intent - Mayor Mohammed
MOTION TO DIRECT THE ATTORNEY TO WRITE A LETTER OF INTENT OR AN RFQ
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

11 OLD BUSINESS

1. Park Lake Gates - Acting Town Manager/Public Services Director Ghany
MOTION TO APPROVE AGREEMENT WITH 10 YEAR AND THE OPTION TO RENEW FOR ANOTHER 10 YEARS AS STATED
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

2. B-1 Business District - Planning Consultant Vonder Meulen
ORDINANCE NO. 2023-013
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 28 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ZONING;" AMENDING ARTICLE III, ENTITLED "DISTRICT REGULATIONS" BY AMENDING DIVISION 5, ENTITLED "B-1 BUSINESS DISTRICT"; AMENDING SECTION 28-187.01 ENTITLED "SPECIAL EXCEPTION DESIGNATION;" PROVIDING FOR NEW REQUIREMENTS FOR MIXED USE RESIDENTIAL DEVELOPMENTS; AMENDING SECTION 28-194.1, ENTITLED "MIXED USE RESIDENTIAL DEVELOPMENTS;" MODIFYING THE MINIMUM DEVELOPMENT CRITERIA FOR MIXED-USE RESIDENTIAL USES IN THE B-1 BUSINESS DISTRICT;** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ITEM REMOVED

3. Executive Recruiter - Mayor Mohammed

MOTION TO RETAIN RENEE NARLOCH FOR THE EXECUTIVE RECRUITMENT
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

12 DISCUSSION

1. Food Truck Vendor Ordinance - Mayor Mohammed
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING CHAPTER 15 ENTITLED "LICENSES AND BUSINESS REGULATIONS;" CREATING ARTICLE IV, TO BE ENTITLED "MOBILE FOOD DISPENSING VEHICLES;" PROVIDING FOR THE REGULATIONS OF MOBILE FOOD VENDORS IN ACCORDANCE SECTION 509.102, FLORIDA STATUTES;** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ITEM FORWARDED TO THE FIRST READING ON DECEMBER 13, 2023

2. Early discussion items for the November 27, Workshop Commission Meeting - Mayor Mohammed
Walk Program for employees and residents
Aden Life Saving Ring
Food Purchasing Policy

ITEMS TO BE FOLLOWED UP ON

3. Training for Commissioners and Planning & Zoning Board members on fundamental planning - Mayor Mohammed

ITEM TO BE FOLLOWED UP ON

4. WBE/MBE component to purchasing - Mayor Mohammed

INTERIM TOWN ATTORNEY TO PROVIDE RESOLUTION

5. Public Information Officer - Mayor Mohammed

DISCUSSION POSSIBLE VOTE OR DIRECTIVE

6. Washington, D.C - FAST Fly-in Update - Commissioner Jacobs
I had the privilege of representing our community in Washington, D.C., alongside nearly 50 city leaders from across Florida. We convened under the banner of the Federal Action Strike Team (FAST) Fly-In to engage with our state's congressional delegation on pivotal issues affecting our municipalities, such as Pembroke Park.

FAST Fly-In serves as a crucial platform for fostering collaborative relationships between local, state, and federal governments. FLC President and Cooper City Mayor, Greg Ross, encapsulated this well: "The event has fortified our collective foundation, enabling us to build a stronger Florida. We are grateful for the active participation of our congressional representatives."

During our time in D.C., we voiced strong opposition to HR 3557, the American Broadband Deployment Act of 2023, which threatens local governance over public land and telecommunications infrastructure. We also pressed for the long-term reauthorization of the National Flood Insurance Program and sought to streamline the federal grants process.

Our focus also extended to finding enduring solutions for soil and water contamination by PFAS, along with advocating for federal liability protections for our cities.

FAST Chair and City of Parkland Commissioner, Bob Mayersohn, summarized the impact of our trip: "The political climate notwithstanding, our unity was palpable. It was evident that our advocacy resonated with our congressional leaders on issues critically affecting our cities."

Prior to visiting Capitol Hill, we were briefed by the FLC and National League of Cities' federal advocacy teams. The delegation also had the honor of meeting with Senators Marco Rubio and Rick Scott.

The value of this advocacy mission cannot be overstated, as we stood united in amplifying the needs and concerns of Florida's municipalities.

13 ATTORNEY REPORTS NONE

14 TOWN MANAGER REPORTS HPMPG GRANT, ROOF IS COMPLETED
RECEIVED A 1 YEAR EXTENSION ON THE GENERATOR GRANT
GEOSCADA GRANT IN COMMUNICATION WITH THE HFTE
POLICE BUILD OUT, JUST WAITING FOR FINAL COST ON THE HOLDING CELLS
COMPLAINT RECEIVED REGARDING UTILITY LINES ON PEMBROKE ROAD WAS COMMUNICATED TO FPL AND COMCAST
CIRCLE OF HONOR FURTHER DIRECTION IS NEEDED, NEED TO GET UPDATED QUOTES FOR REPAIRS AND UPDATE THE PLACARDS
TREES THAT WERE DEDICATED NEED TO BE REPLACED WHERE PLACARDS ARE AND NO TREES BEHIND THEM
SANITARY SEWER CALLS HAVE INCREASED TO 6 TO 7 CALLS A DAY
ED HELMS COMPANY STARTED THE DESIGN FOR THE HVAC SYSTEM
SURVEYOR COST FOR BAMBOO PARADISE WAS $15,000.00

MOTION TO SKIP INTERIM TOWN MANGER AND LOOK FOR PERMANENT TOWN MANAGER MADE BY VICE MAYOR MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER KASHEM, MOTION PASSED 3-1, COMMISSIONER JACOBS OPPOSED.

15 COMMISSION REPORTS COMMISSIONER JACOBS STATED THAT A NEW BUILDING OFFICIAL IS NEEDED AND THAT THE TOWN CLERK SHOULD BE SUSPENDED PENDING FURTHER INVESTIGATION WITHOUT PAY
ACTING CLERK COMMISSIONER KASHEM QUESTIONED WORK BEING DONE INSIDE HIS HOUSE.
CLERK TO SUBMIT PICTURES TO ACTING CLERK COMMISSIONER KASHEM.
SHE ALSO COMMENDED ALL STAFF IN SUCCESSFUL EVENTS.
VICE MAYOR MORRISSETTE STATED THAT THE EVENTS HAVE BEEN SUCCESSFUL. ANONYMOUS LETTER READ INTO THE RECORD.
MAYOR MOHAMMED STATED HER HAPPINESS WITH HOW THE EVENTS HAVE BEEN TURNING OUT. DIRECTION WAS GIVEN TO ALL EMPLOYEES THAT WORKED ON THE EVENTS TO RECEIVE A COMP TIME, HOUR PER HOUR. AFTER THE HOLIDAY PARTY ALL EMPLOYEES CAN LEAVE.
MAYOR MOHAMMED ACKNOWLEDGED ALL VENDORS THAT CAME TO THE HEALTH FAIR.
MAYOR MOHAMMED STATED THAT SHE WOULD LIKE TO BRING SERVICES IN HOUSE. AGREEMENT WAS MET TO BRING BACK THE TOWN PLANNER POSITION.

FINANCE AUDIT FOR THE BUILDING DEPARTMENT IS NEEDED, TOWN ATTORNEY TO HAVE DISCUSSION WITH ACTING TOWN MANAGER FOR SOLICITATION.
ACTING BUILDING OFFICIAL PIZZILLO TO PROVIDE BUILDING FEES TO THE NEXT WORKSHOP.
MAYOR MOHAMMED WANTING TO KNOW WHAT HAS BEEN HAPPENING IN THE BUILDING DEPARTMENT FOR THE PAST 3 YEARS.
MAYOR MOHAMMED STATED FOR THE RECORD THAT ALL NEGATIVE STATEMENTS PLEASE STOP AND THAT THIS IS A DISSERVICE TO THE COMMUNITY AND RESIDENTS AND STATED THAT COMMISSIONER JACOBS NEEDS TO STOP AND SEEK PROFESSIONAL HELP. SHE WOULD LIKE TO MOVE THIS TOWN FORWARD AND MAKE THIS A BETTER PLACE.

16 ANNOUNCEMENTS

1. Special Magistrate Hearing, Wednesday, November 15th 2023 at 9:00 AM
Workshop Commission Meeting, ***Monday, November 27, 2023 at 6:00 PM***
Regular Commission Meeting, Wednesday, December 13, 2023 at 7:00 PM
Workshop Commission Meeting, Wednesday, January 3, 2023 at 6:00 PM
Regular Commission Meeting, Wednesday, January 10, 2023 at 7:00 PM
CALENDAR OF EVENTS:
Thanksgiving Giveaway, Saturday, November 18, 2023 from 9:00 AM to 1:00 PM
Toy Giveaway, Thursday, December 21, 2023, from 5:00 PM to 8:00 PM

17 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 9:49PM

Commission Approved Dec 13, 2023

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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.

AGENDA ITEM REPORT

To: Commission Meeting
Subject: December Statistics
Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - Jan 24 2024
Department: Police Department
Staff Contact: Ra Shana Dabney-Donovan, Police Chief

BACKGROUND INFORMATION:
Statistics for the Month of December

FINANCIAL IMPACT:
N/A

POLICY IMPLICATIONS:
N/A

RECOMMENDATION:
N/A

ALTERNATIVES:
N/A

ATTACHMENTS:
December 2023

	Status:
Aleem Ghany, Public Services Director	Pending
Marlen Martell, Town Clerk	Pending

CFS - Calls Resulting in Dispatch				
INCIDENT TYPE	BREAKDOWN	NOVEMBER	DECEMBER	% CHANGE
ACCIDENTS	Hit and Run (3)	6	7	**17%**
	Regular (4)	28	33	**18%**
	Rollover (4E)	0	0	**0%**
	With Injuries (4I)	9	15	**67%**
	TOTAL ACCIDENTS	43	55	28%
ALARM CALLS (49A, 49H, 49S)	TOTAL ALARM CALLS	47	50	6%
ARRESTS	Felony	4	3	**-25%**
	Misdemeanor	5	6	**20%**
	TOTAL ARRESTS	9	9	0%
BURGLARY	Attempt (21A)	1	2	**100%**
	Commercial (21C)	2	3	**50%**
	Residential (21R)	1	0	**-100%**
	Vehicle (21V)	5	3	**-40%**
	TOTAL BURGLARIES	9	8	-11%
DOMESTIC VIOLENCE (38)		7	5	**-29%**
INFORMATION (14)		22	39	**77%**
LARCENY (30)		6	10	**67%**
MISSING PERSON (8)		0	0	**0%**
PARKING COMPLAINTS (73)		37	44	**19%**
STOLEN VEHICLE (10)		2	4	**100%**
STOLEN VEHICLE RECOVERED (10R)		6	8	**33%**
STOLEN TAG (9)		2	1	**-50%**
VANDALISM (40)		4	2	**-50%**
		86	113	31%
TRAFFIC STOP (10-50)		44	103	134%
CITATIONS		52	76	**46%**
WARNINGS		3	17	**467%**
	TOTAL CITATIONS	55	93	69%
REPORTS (FIBRS AND CRASH)		124	145	17%
TOTAL CALLS FOR SERVICE		417	483	16%

AGENDA ITEM REPORT

To: Commission Meeting
Subject: Hallandale Beach PD Mutual Aid Draft Agreement
Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - Jan 24 2024
Department: Police Department
Staff Contact: Ra Shana Dabney-Donovan, Police Chief

BACKGROUND INFORMATION:

Staff recommends entering into an agreement with Hallandale Beach PD, relating to Training, Internal Affairs' Investigations and Special Events.

RECOMMENDATION:

Discussion Item

ATTACHMENTS:

PPark - Hallandale Mutual Aid Agreement (00584918-3xC4B6A)

MUTUAL AID AGREEMENT BETWEEN
THE TOWN OF PEMBROKE PARK AND THE CITY OF HALLANDALE BEACH
FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

This Agreement is made and entered into between the Town of Pembroke Park (hereinafter "Pembroke Park") and the City of Hallandale Beach Police Department (hereinafter "Hallandale") or (collectively "Party" or "Parties") for mutual aid, voluntary cooperation, operational assistance, and the allocation of costs related thereto.

RECITALS

WHEREAS, on October 19, 2022 and November 5, 2018, respectively, the Town of Pembroke Park and the City of Hallandale Beach Police Departments entered into a county-wide Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance Agreement (hereinafter "County-wide Mutual Aid Agreement"); and

WHEREAS, the County-wide Mutual Aid Agreement was created pursuant to Section 23.1225(I),(2), Florida Statutes, known as the Florida Mutual Aid Act; and

WHEREAS, the jurisdictions who are a part to the County-wide Mutual Aid Agreement agree to provide law enforcement activities across jurisdictional lines in certain defined circumstances, for the purpose of protecting the public peace and safety and preserving the lives and property of the citizens of each Governmental Entity; and

WHEREAS, the County-wide Mutual Aid Agreement covers specified routine law enforcement activities across respective jurisdictional lines in specified situations; and

WHEREAS, it is the responsibility of the governments of the Town of Pembroke Park and the City of Hallandale Beach, to ensure the public safety of their respective

citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, based on the close proximity of the respective cities, Pembroke Park and Hallandale desire to provide each other with mutual aid and operational assistance which is more specialized than the County-wide Mutual Aid Agreement; and

WHEREAS, Pembroke Park and Hallandale may request specialized mutual aid assistance from each other, such as officer training, internal affairs investigations, and special event assistance; and

WHEREAS, with regard to internal affairs investigations, Fla. Stat. §112.533(1)(b)2. Provides: "[T]he agency head or the agency head's designee may request a sworn or certified investigator from a separate law enforcement or correctional agency to conduct the investigation when a conflict is identified with having an investigator conduct the investigation of an officer of the same employing agency [or] the employing agency does not have an investigator trained to conduct such investigations . . . . The employing agency must document the identified conflict. Upon completion of the investigation, the investigator shall present the findings without any disciplinary recommendation to the employing agency." And

WHEREAS, the Town of Pembroke Park Police Department has 22 budgeted positions for sworn personnel; and

WHEREAS, the Town of Pembroke Park's Chief of Police is the only individual in the agency who has the requisite internal affairs investigation experience to investigate

complaints made against the Town of Pembroke Park police officers, which creates a conflict of interest; and

WHEREAS, the City of Hallandale Beach is willing to assist the Town of Pembroke Park when an investigation is needed and there is a conflict as defined by Fla. Stat. §112.533(1)(b)2.; and

WHEREAS, Florida Statutes Chapter 23 which provides authority for law enforcement agencies to enter into written mutual aid agreements including operational assistance agreements and Florida Statute Section 23.1225(1)(a) specifically permits the reimbursement to the Assisting Agency for the cost of rendering assistance; and

WHEREAS, the Town of Pembroke Park and the City of Hallandale Beach desire to supplement the County-wide Law Enforcement Mutual Aid Agreement to include officer training, internal affairs investigations, and special event assistance, hereinafter referred to as "Additional Aid"; and

WHEREAS, the parties will reimburse each other for the cost associated with such Additional Aid; and

WHEREAS it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

(1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

(2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes;

(3) Special Event Assistance;

(4) Internal Affairs Investigations; and

(5) Officer Training.

NOW, THEREFORE IT IS HEREBY AGREED, in light of the foregoing representations and the considerations, promises, and conditions fully set out therein, the parties, by their duly authorized officials do mutually agree as follows:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

1. The foregoing Recitals are incorporated as if full set forth herein.
2. A police officer of either participating law enforcement agency will operate under the provisions of this Mutual Aid Agreement when participating in law enforcement activities that are pre-planned and approved by each respective chief (or designee) or appropriately dispatched in response to a request for assistance from the other law enforcement agency.
3. The following list defines the Additional Aid and the circumstances and conditions under which Additional Aid may be requested and rendered pursuant to this Agreement:
4. Officer training, including, but not limited to, Public Information Officer (PIO) training, firearms training, and joint training in areas of mutual need.
5. Internal Affairs investigations, when either party has a conflict or other qualifying

reason as defined in Fla. Stat. §112.533(1)(b)2., as may be amended from time to time.

6. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions, to include officer details within each jurisdiction.
7. Security and escort duties for dignitaries.
8. Incidents requiring utilization of specialized units, e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, traffic homicide investigations and police information.
9. Emergency situations in which one agency cannot perform its functional objective.
10. The following procedures will apply in mutual aid operations:
11. Mutual aid requested or rendered will be approved by the Chief of Police, or his/her designee.
12. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
13. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended. Hallandale will be provided with a radio from the Town of Pembroke Park for direct communications.
14. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled pursuant to the established procedures of the Requesting Agency.

SECTION II: PROCEDURE FOR REQUESTING ASSISTANCE

15. If a party to this Agreement needs Additional Aid, an authorized representative of the Requesting Agency will notify the Assisting Agency. The Assisting Agency

will evaluate the request and its available resources and will respond within one (1) hour for critical incidents or intensive situations and within five (5) business days for administrative, training, and internal investigations matters.

16. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render Additional Aid services to the Requesting Agency. No party to this agreement is required to unreasonably deplete its own manpower, equipment, facilities, resources and/or services to render Additional Aid.

17. Within thirty (30) days of the execution of this Agreement, the Police Chiefs of each participating law enforcement agency must establish an internal policy which establishes procedures for the Requesting Agency to give mission control, tactical control, and supervisory control to the Assisting Agency.

18. Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW.** Should enforcement assistance be taken, the officer must notify the agency having normal jurisdiction, and upon the latter's arrival, turn the situation over to the jurisdictional agency and offer any assistance requested, including but not limited to, a follow-up written report documenting the event and the actions taken.

SECTION III: COMMAND AND SUPERVISORY RESPONSIBILITY

19. The personnel and equipment that are assigned by the Assisting Agency will be

under the immediate command of a supervising officer designated by the Assisting Agency. Such supervising officer will be under the direct supervision and command of the Requesting Agency's Chief of Police.

SECTION IV: CONFLICTS

20. Whenever an officer is rendering assistance pursuant to this Agreement, the officer must abide by and is subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy general order or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the Requesting Agency, then such rule, regulation, policy, general order, or procedure will control and will supersede the direct order, unless the direct order relates to critical incidents or intensive situations.

SECTION V. HANDLING COMPLAINTS

21. Whenever there is cause to believe that a complaint has arisen because of a cooperative effort, as it may pertain to this agreement, the agency head or his/her designee of the Requesting Agency shall be responsible for the documentation of said complaint to ascertain at a minimum:
    a. The identity of the complainant.
    b. An address where the complaining party can be contacted.
    c. The specific allegation.
    d. The identity of the accused employee(s) without regard to agency affiliation.
22. If it is determined that the accused is an employee of the Assisting Agency, the

above information, with all pertinent documentation gathered during the receipt and processing of the complaint, must be forwarded as soon as possible, an no later than twenty-four (24) hours, to the agency head or his/her designee of the Assisting Agency for administrative review. The Requesting Agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the Requesting Agency violated any of their agency's policies or procedures.

SECTION VI: INDEMNIFICATION

23. Each party engaged in providing any Additional Aid pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of each party's own employees while engaged in rendering Additional Aid, subject to Section 768.28, Florida Statutes. Nothing in this Agreement shall waive the limitations and defenses provided to each municipality under Section 768.28, Florida Statutes.

24. The political subdivision having financial responsibility for the Assisting Agency, agrees to hold harmless, defend and indemnify the Requesting Agency and its political subdivision in any suit, action, or claim for damages resulting from the negligence of the Assisting Agency's own employees, subject to the provisions of Chapter 768, Florida Statutes and any other applicable law.

SECTION VII: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

25. All employees of the participating municipal police department, including but not limited to Community Service Aides and Traffic Control, and certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that such employees providing Additional Aid outside of the jurisdictional

limits of the employing municipality pursuant to this Agreement, will have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are employed, pursuant to the provisions of Chapter 23, Florida Statutes.

26. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

27. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

28. All exemption from ordinances and rules, and all pensions, insurances, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies will apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Agreement. The provisions of this Agreement will apply with equal effect to paid and auxiliary employees.

29. Each agency will reimburse the other for costs. Upon rendering assistance, each agency will, within thirty (30) calendar days from the date of the provided

assistance, deliver an invoice to the other agency. The invoice must identify the services performed, the number of personnel involved, any equipment expended, and the cost for providing the assisting personnel and expended equipment.

30. The personnel costs will be calculated at the actual rate of pay of each officer or employee who assists for the specific matter.

31. Expended equipment will consist only of equipment that is considered a one-time use, including but not limited to flash bangs, smoke and CS gas (hand tossed and/or launched) and explosive breaching materials.

32. Reimbursement for expended equipment will be determined by the cost of replacement of the expended equipment.

33. Each agency will tender to the other, payment in the amount invoiced, within thirty (30) calendar days from the date the invoice is delivered.

34. The City/Town that is issuing an invoice, through its City/Town Manager, has the authority to void an invoice or lower the costs of an invoice when deemed appropriate and if such action is taken, notice must be delivered in writing to the respective agency's Chief of Police and City/Town Manager.

35. Costs for special operations related to special events organized by an outside vendor or entity will be paid for by the vendor or entity at the agency's approved rate of pay. Each agency may choose to invoice collectively or separately.

36. K-9 and marine patrol services provided using on-duty personnel are exempt from this agreement, and only those off-duty resources which are summoned for assistance will be eligible for reimbursement.

37. This Agreement does not cover payment for large-scale special operations where a multi-law enforcement agency effort commences, where law enforcement agencies traditionally assist without question and without the request for reimbursement through the county mutual aid agreement (e.g., active killer, mass

shooting, acts of terrorism).

38. All invoices or notices must be provided to the following:

39. Chief RaShana Dabney-Donovan Chief _____

a. Pembroke Park Police Dept.	Hallandale Police Dept.
b. 3150 SW 52nd Ave	[Address]
c. Pembroke Park, FL 33023	[Address]

SECTION VIII: FORFEITURES

40. It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act Section 932.701 et. Seq., Florida Statutes may be seized. The property will be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating law enforcement agency must request sharing in writing, before the entry of a Final Order Forfeiture, or they will be barred from claiming any portion of the property forfeited.

41. The agency pursuing the forfeiture action will have the exclusive right to control the responsibility to maintain the property, including but not limited to, the complete discretion to bring the action, or to dismiss the action, or to settle the action pursuant to the provisions of the Florida Contraband Forfeiture Act. The agency pursuing the forfeiture will not be liable to any other agency for any acts or omissions related to pursuing the forfeiture.

42. If any of the provisions of this Section conflict with any other local, county, state, or federal forfeiture agreements, such other agreements shall prevail.

SECTION IX: EFFECTIVE DATE AND DURATION

43. The term of this Mutual Aid Agreement shall be for 12 months from the date of the signing of this Agreement. This Agreement will be automatically renewed thereafter annually unless either Party terminates the agreement at least 90 days prior to the automatic renewal date.

SECTION X: CANCELLATION OR TERMINATION OF THIS AGREEMENT

44. Irrespective of the annual renewal and termination provisions above, this Agreement may be cancelled or terminated by either party, for any reason or no reason at all, upon sixty (60) days written notice to the other party.
45. This Agreement is not a waiver of the rights, privileges, limits, and immunities conferred by Section 768.28, Florida Statutes, as may be amended from time to time.
46. This Agreement is intended to supplement the County-wide Mutual Aid Agreement. All other provisions of the County-wide Mutual Aid Agreement shall remain in force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED:

TOWN OF PEMBROKE PARK POLICE DEPARTMENT:

_____ _____
Chief RaShana Dabney-Donovan Date

_____ _____
Town Manager, _____ Date
pursuant to Resolution 2024-_____ of the
Town Commission of the Town of Pembroke Park

As to form and content:

_____ _____
Jacob G. Horowitz Date
Interim Town Attorney

CITY OF HALLANDALE BEACH POLICE DEPARTMENT:

_____ _____
Chief _____ Date

_____ _____
_____, Mayor, Date
pursuant to Resolution 2024-____ of the
City Commission of the City of Hallandale Beach

_____ _____
City Manager, _____ Date
pursuant to Resolution 2024-_____ of the
Town Commission of the Town of Pembroke Park

Attest:

_____ _____
Date
Clerk

Approved as to form:

_____ _____

_____, Esquire Date

City Attorney

AGENDA ITEM REPORT

To: Commission Meeting
Subject: Miramar PD Range
Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - Jan 24 2024
Department: Police Department
Staff Contact: Ra Shana Dabney-Donovan, Police Chief

BACKGROUND INFORMATION:

A Range Agreement was previously entered into last year. Staff is recommending another year of the agreement.

RECOMMENDATION:

Discussion of this item.

ATTACHMENTS:

Range Agreement

AGENCY AGREEMENT FOR USE OF MIRAMAR POLICE DEPARTMENT FACILITIES

THIS AGREEMENT made and entered into this **1st** day of **December 2023**, between the CITY OF MIRAMAR, a municipal corporation of the State of Florida, hereinafter referred to as "MIRAMAR," and **Pembroke Park Police Department** hereinafter referred to as "AGENCY".

W I T N E S S E T H:

WHEREAS MIRAMAR owns, operates, and maintains multiple facilities within the City of Miramar (hereinafter the "Facilities"), which are described in Exhibit "A" attached hereto, which may be amended from time to time; and

WHEREAS AGENCY desires to use said Facilities for training purposes in order that AGENCY'S law enforcement officers may maintain a level of performance in their use of firearms and/or in regard to other law enforcement training commensurate with their obligations and responsibilities as law enforcement officers; and

WHEREAS MIRAMAR is willing to consent to AGENCY'S use of the Facilities upon the conditions and terms contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained in this Agreement, the parties hereto agree as follows:

1. The above recitations are true and correct and incorporated herein by reference.

2. MIRAMAR hereby agrees to permit AGENCY, through its law enforcement supervisors, trainers and/or individual officers, to use the Facilities, subject to advance mutual agreement regarding the following, which shall be determined and expressed between the parties in written memorandum form and signed by authorized representatives of the parties in advance of each event of AGENCY'S use:

(A) Specific schedule for use of the Facilities.

(B) Specific nature of desired use (e.g., use of firearms range or training facility with own trainer(s); use of MIRAMAR equipment; use of MIRAMAR trainers; etc.)

(C) Specific rental charges to AGENCY for use(s) desired by AGENCY, which charges shall be paid by AGENCY within 30 days of transmittal of an invoice to AGENCY from MIRAMAR. The standard charges for the various uses contemplated shall be the following:

(1) Use of Firearm's Range or other part of the Facilities (including monitoring by member of MIRAMAR Police Training Unit):

Rate: $350.00/ Full Day (8 hours); $175.00/ Half-Day (4 Hours).

(2) Use of MIRAMAR Trainer: N/A_____.

(3) Use of MIRAMAR equipment (itemize):

_____

_____

_____

(4) Other: _____

These charges shall be subject to change upon 15 days' notice to AGENCY in advance of any scheduled use.

3. During any event of use of the Facilities, AGENCY, its law enforcement supervisors, trainers, or officers, will abide by all rules and regulations of MIRAMAR and of the Facilities, whether written or otherwise. AGENCY further agrees that, notwithstanding any other provisions of this Agreement, its use of the Facilities is subject to the authority and control of MIRAMAR, its officials, officers, agents and employees, who may withdraw its consent to the

use of the Facilities at any time and for any cause or for no cause. During every event of use by AGENCY, a member of the Miramar Police Training Unit shall be present at all times, which person shall have complete and final authority over the entire training operation of AGENCY. If AGENCY provides instructors/trainers, all lesson plans shall be submitted for approval to Miramar Police Department in advance of Facility's use.

4. AGENCY agrees to provide ammunition for its law enforcement officers, which conforms to any and all specifications set by the Miramar Police Department, which, at the least, requires the use of lead-free, frangible ammunition and the utilization of only those weapons which conform to any and all rules, regulations or requirements set by MIRAMAR.

5. AGENCY further agrees to provide a qualified instructor to train and supervise AGENCY'S law enforcement officers while said officers utilize the Facilities unless AGENCY has elected to request use of a MIRAMAR trainer.

6. In consideration of MIRAMAR granting AGENCY the use of the Facilities, AGENCY hereby agrees, to the extent permitted by law, that it will not hold the City of Miramar, the City of Miramar Police Department and their officials, officers, agents and employees (hereinafter collectively referred to as "MIRAMAR") liable for any injuries, damages or other losses sustained by AGENCY, its officers, agents or employees, which may occur as a result of its use of the Facilities, whether caused by its officers, agents or employees or by any other person(s). Further, AGENCY specifically and expressly waives any claims against MIRAMAR, for any losses, injuries or damages which may be sustained by AGENCY, its officers, agents or employees, arising out of their use of the Facilities and hereby voluntarily assumes the risk of incurring any such losses, injuries or damages to person or property. Further, AGENCY covenants not to sue MIRAMAR for any such losses, injuries or damages. AGENCY

also agrees to release MIRAMAR from any and all claims, actions, demands, rights, judgments or expenses resulting from any and all known or unknown losses, injuries or damages arising from AGENCY'S use of the Facilities. Further, AGENCY agrees to indemnify, defend, and hold harmless MIRAMAR from any and all liability, suits, actions, costs, injuries, damages, losses and expenses, including attorneys' fees, demands, and claims, including but not limited to claims for personal injury, bodily injury, sickness, diseases or death, or damage or destruction of tangible property or loss of use resulting therefrom, whether brought by AGENCY'S employees or brought by third parties, arising out of any errors, omissions, misconduct or negligent acts of AGENCY, its respective officials, agents, employees or subcontractors, or any other person(s) which may result from AGENCY'S use of the Facilities. AGENCY agrees that this Waiver, Release and Indemnification shall be binding on the AGENCY, its successors and assigns. Nothing in this Agreement shall be deemed or treated as a waiver by MIRAMAR of any immunity to which it is entitled by law, including but not limited to MIRAMAR's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. At the option of MIRAMAR, all individual officers, employees or agents of AGENCY shall execute an individual Release, Waiver and Indemnification Agreement for use of the Facilities prior to said use.

8. AGENCY shall not assign this Agreement, or any portion thereof, to any other person or entity without the consent of MIRAMAR in writing, nor shall it permit any officer, agent, employee, or any other party from using said premises without a written request to MIRAMAR and written consent from MIRAMAR

9. MIRAMAR shall not be responsible for any damages incurred by AGENCY as a result of the Facilities being temporarily unavailable, closed or inoperable for any reason.

10. This Agreement, and any written memorandum specifying the items referenced at Section 2, above, shall be considered to be the only Agreement concerning use of the Facilities between the parties hereto.

11. The term of this Agreement shall commence on **12/01/2023,** provided that this Agreement may be cancelled by either party upon the provision of at least thirty (30) days written notice of cancellation upon the other party. This Agreement shall terminate one (1) year from the above date.

12. The undersigned certify and acknowledge that they are authorized to sign this Agreement and any Memorandum executed per Section 2 above.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

As to MIRAMAR: Date: _____

_____
Chief of Police

Print Name: _____

As to AGENCY: Date: _____

Sign: _____

Title: Chief of Police, Town of Pembroke Park

Print: Ra Shana Dabney-Donovan

Exhibit A

Miramar Police Department Locations

Headquarters
11765 City Hall Promenade
Miramar, FL 33025

West District Station, including the Firearms Range and Training Facility
2811 SW 186th Avenue
Miramar, FL 33029

Historic East District Station
3500 SW 69th Avenue
Miramar, FL 33023

AGENDA ITEM REPORT

To:

Subject: S.W. 30th Street Forcemain Replacement - Update

Meeting: 01 24 2024 WORKSHOP COMMISSION MEETING - Jan 24 2024

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

ATTACHMENTS:

AGR22-03 Keith
2272_001

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

AGREEMENT

Between

Town of Pembroke Park

and

Keith and Associates, Inc., dba Keith

for

CIVIL ENGINEERING CONSULTANT SERVICES

RFQ22-03 Date - Tuesday, March 29, 2022

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 31st day of May 2022 by and between:

TOWN OF PEMBROKE PARK, a municipal Corporation of the State of Florida, (hereinafter referred to as "TOWN")

and

KEITH and ASSOCIATES, INC., a Corporation authorized to do business in the State of Florida, (hereinafter referred to as "CONSULTANT").

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida at its meeting of May 11th, 2022 authorized by motion the execution of this Agreement between CONSULTANT and TOWN authorizing the performance of services in connection with a continuing contract for Civil Engineering Consultant Services; and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the parties hereto, do agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

2.1. **AGREEMENT:** Means this document between the TOWN and CONSULTANT dated May 31st, 2022 and any duly authorized and executed Amendments to Agreement.

2.2. **CERTIFICATE FOR PAYMENT:** A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that TOWN pay identified amounts to the Contractor for services performed by the Contractor at the Project.

2.3. **CHANGE ORDER:** A written order to the Contractor, addressing modifications to the Contract Documents, and establishing the basis of payment and contract time adjustment, if any, for the work affected by such modifications. The CONSULTANT may review and make recommendations to the TOWN on any proposed Change Orders, for approval or other appropriate action by the TOWN.

2.4. **TOWN:** The Town of Pembroke Park, a municipal corporation of the State of Florida.

2.5. **COMMISSION:** The Town Commission of the Town of Pembroke Park, Florida, which is the governing body of the TOWN government.

2.6. **CONSTRUCTION COST:** The total construction cost to TOWN of all elements of the Project designed or specified by the CONSULTANT.

2.7. **CONSTRUCTION COST LIMIT:** A maximum construction cost limit established by the TOWN defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.

2.8. **CONSTRUCTION DOCUMENTS:** Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship, and other requirements for construction of the entire Project, including any bidding information.

2.9. **CONSULTANT: Keith and Associates, Inc.,** the CONSULTANT selected to perform professional services pursuant to this Agreement.

2.10. **CONTRACT ADMINISTRATOR:** The Town Engineer / Public Services Director of the Town of Pembroke Park, or designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

2.11. **CONTRACTOR:** One or more individuals, firms, corporations, or other entities identified as such by a written agreement with TOWN ("Contract for Construction") to perform the construction services required to complete the Project.

2.12. **ERROR:** A mistake in design, plans and/or specifications where the error was constructed or was under construction and required retrofitting, replacement and/or additional cost action to correct the error. Also includes mistakes in design, plans, specifications and/or shop drawings review that led to materials and/or equipment being ordered and/or delivered where additional cost are incurred.

2.13. **FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS:** A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.

2.14. **NOTICE TO PROCEED:** A written Notice to Proceed with the Project issued by the Contract Administrator.

2.15. **OMISSION:** A scope of work missed by the CONSULTANT, including a quantity miscalculation, which was later discovered and added by Change Order. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.

2.16. **ORIGINAL CONTRACT PRICE:** The original bid and/or contract price as awarded to a CONTRACTOR based upon the CONSULTANT'S final detailed Construction Documents of the Project.

2.17. **PLANS AND SPECIFICATIONS:** The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by TOWN as provided in this Agreement.

2.18. **PRELIMINARY PLANS:** The documents prepared by the CONSULTANT consisting of preliminary design drawings, renderings, and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.

2.19. **PROJECT:** An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by the CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the TOWN 's discretion.

2.20. **RESIDENT PROJECT REPRESENTATIVE:** Individuals or entities selected, employed, compensated by, and directed to perform services on behalf of TOWN, in monitoring the Construction Phase of the Project to completion.

2.21. **TASK ORDER:** A document setting forth a detailed scope of services to be performed by CONSULTANT upon authorization of the TOWN.

2.22. **TIME OF COMPLETION:** Time in which the entire work shall be completed for each Task Order.

ARTICLE 2
PREAMBLE

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

2.1. Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3
SCOPE OF SERVICES

3.1. The CONSULTANT shall perform the following professional services: Engineering Consultant Services, more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.

3.2. TOWN and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the TOWN in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by TOWN to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written TOWN approval is at CONSULTANT's sole risk.

ARTICLE 4
GENERAL PROVISIONS

4.1. Negotiations pertaining to the professional design, engineering, architectural and project management services to be performed by the CONSULTANT have been undertaken between CONSULTANT and a committee of TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

4.2. CONSULTANT shall include TOWN's specific Task Order number as part of the heading on all correspondence, invoices, and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5
TASK ORDERS

5.1. The Project will be divided into "Tasks."

5.2. Task Orders shall be jointly prepared by the TOWN and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement (and applicable TOWN purchasing code requirements).

5.3. Under all Task Orders and Projects, TOWN may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the TOWN, the following items:

5.3.1. Providing additional copies of reports, contract drawings and documents; and

5.3.2. Assisting TOWN with litigation support services arising from the planning, development, or construction.

5.4. Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed/Purchase Order from the TOWN. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.

5.5. If, in the opinion of the TOWN, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the TOWN shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the TOWN shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the TOWN, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the TOWN may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The TOWN may then decide, after Town Commission approval, to issue a new Task Order for the uncompleted work to another Consultant using the remaining funds. Any excess costs arising there from over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

6.1. The initial term of this Agreement shall be for three (3) years from the date of this Agreement. The TOWN shall have the option to renew this Agreement for two (2) successive one (1) year terms under the same terms, conditions, and compensation as set forth herein.

6.2. CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

6.3. Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed (NTP). CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.

6.4. In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by TOWN or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, TOWN shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify TOWN promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform TOWN of all facts and details related to the delay.

6.5. The time for the performance of services described in assigned Task Orders shall be negotiated by the TOWN and the CONSULTANT as the services are requested and authorized by the TOWN.

ARTICLE 7
COMPENSATION AND METHOD OF PAYMENT

7.1. AMOUNT AND METHOD OF COMPENSATION

The method of compensation for each Task Order shall be not to exceed as agreed upon per Task Order and described in Section 7.1.1 below.

7.1.1. Not To Exceed Amount Compensation

TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 7.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 8.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

7.2. REIMBURSABLES EXPENSES

7.2.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost.

Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. TOWN shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order.

Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and Sub-Consultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and Sub-Consultants various offices are not reimbursable under this Agreement.

Reimbursables shall include only the following listed expenses, unless authorized in writing by the Contract Administrator:

A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, TOWN, and other third parties retained or employed by any of them or (ii) submitted to TOWN for review, approval, or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.

B. Identifiable testing costs approved by Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.

D. Overnight Delivery/Courier Charges (when TOWN requires/requests this service).

7.2.2. Reimbursable Sub-Consultant expenses are limited to the items described above when the Sub-Consultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

7.2.3. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon and describes the maximum extent of TOWN's

obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If TOWN or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by TOWN prior to incurring such expenses.

7.3. METHOD OF BILLING

7.3.1. Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number monthly in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such Reimbursables. The statement shall show a summary of salary costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and Sub-Consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category, Reimbursables by category, and Sub-Consultant fees on a task basis, so that total hours and costs by task may be determined.

7.4. METHOD OF PAYMENT

7.4.1. TOWN shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

7.4.2. TOWN will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, TOWN will inform CONSULTANT within ten (10) working days by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to TOWN.

ARTICLE 8
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

8.1. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

8.2. TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. TOWN shall compensate CONSULTANT for such additional services as provided in Article 7.

8.3. In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services, and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Manager for resolution. The Director's decision shall be final and binding on the parties. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

9.1. The CONSULTANT, following the TOWN's approval of the Construction Documents and of the Final Statement of Construction Cost, shall, when so directed and authorized by the TOWN, assist the TOWN in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. If requested, the CONSULTANT shall review and analyze the proposals received by the TOWN and shall make a recommendation for any award based on TOWN 's Purchasing Ordinance.

9.2. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the TOWN, shall meet with the TOWN's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the TOWN's direction, redesign each Project and/or work with the TOWN to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the TOWN. If negotiations between the TOWN and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices

or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the TOWN after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.

9.3. CONSULTANT shall provide TOWN with a list of recommended, prospective proposers for each project CONSULTANT prepares construction documents for TOWN.

9.4. CONSULTANT shall attend all pre-proposal conferences held in conjunction with projects for which it has prepared construction documents.

9.5. The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.

9.6. If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the TOWN, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the TOWN.

9.7. The TOWN shall make decisions on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. The CONSULTANT may also prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.

9.8. The TOWN shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering errors or omissions.

9.8.1. It is specifically agreed that any change to the work identified as an error on the part of the CONSULTANT shall be considered for purposes of this agreement to be an additional cost to the TOWN which would not be incurred without the error.

9.8.2. It is further specifically agreed for purposes of this agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an omission shall be considered an additional cost to the TOWN which would not be incurred without the omission. So long as the total of those two numbers (Change Order costs of errors plus fifteen percent (15%) of omissions) remains less than one and one-half percent (1½%) of the total Construction Cost of the Project, the TOWN shall not look to the CONSULTANT for reimbursement for errors and omissions.

9.8.3. Should the sum of the two as defined above (cost of errors plus fifteen percent (15%) of the cost of omissions) exceed one and one-half percent (1½%) of the Construction Cost, the TOWN shall recover the full and total additional cost to the TOWN as a result of CONSULTANT errors and omissions from the CONSULTANT, that being defined as the cost of errors plus fifteen percent (15%) of the cost of omissions.

9.8.4. To obtain such recovery, the TOWN shall deduct from the CONSULTANT's fee enough to recover all such additional cost to the TOWN.

9.8.5. In executing this Agreement, the CONSULTANT specifically agrees to the reasonableness of these calculations and to the TOWN's right to recover same as stated above. The recovery of additional costs to the TOWN under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the TOWN may otherwise incur.

9.8.6. The Contract Administrator's decision as to whether a Change Order is caused by an error or caused by an omission shall be final and binding.

ARTICLE 10
TOWN'S RESPONSIBILITIES

10.1. TOWN shall assist CONSULTANT by placing at CONSULTANT's disposal all information TOWN has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

10.2. TOWN shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

10.3. TOWN shall review the itemized deliverables/documents identified per Task Order.

10.4. TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 11
MISCELLANEOUS

11.1. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates, and Consultants, pursuant to this Agreement shall be owned by the TOWN.

Drawings, specifications, designs, models, photographs, reports, surveys, and other data prepared in connection with this Agreement are and shall remain the property of the TOWN whether the Project for which they are made is executed or not and are subject to reuse by the TOWN in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the TOWN or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve the CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of the CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle the CONSULTANT to further compensation at rates to be agreed upon by the TOWN and the CONSULTANT. This shall not limit the TOWN's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2. TERMINATION

11.2.1. It is expressly understood and agreed that the TOWN may terminate this Agreement at any time by giving the CONSULTANT notice by telephone, or personally to one of the officers of the CONSULTANT, confirmed by certified mail, return receipt requested, to the principal office of the CONSULTANT. If the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. If the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to the TOWN within five (5) days of TOWN's request. Upon payment of such sum by TOWN to CONSULTANT, TOWN shall have no further duties or obligations pursuant to or arising from this Agreement. CONSULTANT shall have the right to terminate this Agreement upon the substantial breach by the TOWN of its obligations under this Agreement such as unreasonable delay in payment or non-payment of undisputed amounts.

11.2.2. This Agreement may also be terminated by TOWN upon such notice as TOWN deems appropriate under the circumstances in the event TOWN or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.2.3. Notice of termination shall be provided in accordance with Section 11.28, NOTICES, except that Contract Administrator may provide a prior verbal stop work order as provider in Section 11.2.1 if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.28, NOTICES.

11.2.4. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the TOWN. Upon being notified of TOWN's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall TOWN make payment for services which have not been performed.

11.3. AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

11.4. PUBLIC RECORDS

To the extent CONSULTANT is acting on behalf of TOWN as stated in Section 119.0701, Florida Statutes, CONSULTANT shall:

a. Keep and maintain public records required by TOWN to perform the services under this Agreement;

b. Upon request from TOWN, provide TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to TOWN; and
d. Upon completion of this Agreement, transfer to TOWN, at no cost, all public records in possession of CONSULTANT upon termination of this Agreement or keep and maintain public records required by TOWN to perform the services. If CONSULTANT keeps and maintains public records upon completion of this Agreement, TOWN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to TOWN upon request in a format that is compatible with the information technology systems of TOWN.

The failure of CONSULTANT to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling TOWN to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to TOWN, who will be responsible for responding to any such public records requests. CONSULTANT will provide any requested records to TOWN to enable TOWN to respond to the public records request.

Any material submitted to TOWN that CONSULTANT contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT - TRADE SECRET." In addition, CONSULTANT must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to TOWN for records designated by CONSULTANT as Trade Secret Materials, TOWN shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by CONSULTANT. CONSULTANT shall indemnify and defend TOWN and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure or any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT (954) 966-4600, townclerk@tppfl.gov, 3150 SW 52 Avenue, Pembroke Park, FL 33023.

11.5. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

11.6. MINORITY PARTICIPATION

The CONSULTANT shall make a good faith effort to help the TOWN encourage MBE/WBE participation. The CONSULTANT will be required to document all such efforts and supply the TOWN with this documentation at the end of the Project, or in cases where projects are longer than one year, each TOWN fiscal year.

11.7. PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, Consultant or other provider and who has been placed on the convicted vendor list following a conviction for a "public entity crime", as defined by Section 287.133, Florida

Statutes, may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, Sub-Consultant, or Consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from TOWN's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.8. SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of $1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of $1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

11.9. SUB-CONSULTANTS

11.9.1. CONSULTANT may subcontract certain items of work to Sub-Consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the

proposed Sub-Consultant, including Subconsultant's scope of work and fees, for review and approval by the TOWN prior to Subconsultants proceeding with any work.

11.9.2. CONSULTANT shall utilize the Sub-Consultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of Sub-Consultants submitted by CONSULTANT.

The list of Sub-Consultants submitted is as follows:

_____

_____

_____

_____

_____

(or attach as an exhibit if more appropriate)

11.10. ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.9.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to TOWN's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of TOWN shall meet or exceed all professional standards of the State of Florida.

11.11. INDEMNIFICATION OF TOWN

11.11.1. CONSULTANT shall indemnify and hold harmless TOWN, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys" fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of the duties under this Agreement. The provisions of this Section shall survive the expiration or early termination of this Agreement. To the extent considered necessary by Contract Administrator and Town Attorney, any sums due to the CONSULTANT under this Agreement may be retained by TOWN until all of TOWN's claims

for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by TOWN.

11.11.2. It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights, and responsibilities contained herein and the award of this Agreement to the CONSULTANT.

11.11.3. The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the foregoing indemnification provision.

11.12. INSURANCE

11.12.1 CONSULTANT shall provide and shall require all of its Sub-Consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Professional Liability Insurance, Workers" Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall specifically protect TOWN and the Town Commission by naming TOWN and the Town Commission as additional insureds under the Comprehensive Liability Insurance policy hereinafter described.

A. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws, for the benefit of the CONSULTANT's employees.

B. Sub-Consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the Contract Administrator and Town's Risk Manager. Sub- Consultant and sub-contractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the Contract Administrator and Town's Risk Manager on a Task Order by Task Order basis.

C. The CONSULTANT shall provide the Risk Manager of the TOWN an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the TOWN shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the TOWN, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies

provided under Article 11 shall not be affected by any other policy of insurance, which the TOWN may carry in its own name.

D. CONSULTANT shall as a condition precedent of this Agreement, furnish to the Town of Pembroke Park, c/o Town Clerk's Office, 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.12.2 COMMERCIAL GENERAL LIABILITY

A. Limits of Liability
Bodily Injury and Property
Combined Single Limit

Each Occurrence	$1,000,000
General Aggregate Limit	$2,000,000
Personal Injury	$1,000,000
Products/Completed Operations	$1,000,000

B. Endorsements Required
Town of Pembroke Park included as an Additional Insured
Employees included as insured
Broad Form Contractual Liability Waiver of Subrogation
Premises/ Operations
Products/Completed Operations
Independent Contractors

11.12.3 AUTOMOBILE BUSINESS

A. Limits of Liability
Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto Including Hired, Borrowed or Non-Owned Autos
Any One Accident $1,000,000

B. Endorsements Required
Town of Pembroke Park included as an Additional Insured
Employees included as insured
Waiver of Subrogation

11.12.4 WORKERS' COMPENSATION

Limits of Liability
Statutory State of Florida

11.12.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Combined Single Limit	
Each Occurrence	$1,000,000
General Aggregate Limit	$2,000,000
Deductible	not to exceed 10%

11.12.6 The Town is required to be named as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT. Any exclusions or provisions in the insurance maintained by the CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable and shall be considered a breach of contract.

11.12.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

NOTE: TOWN PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of his liability and obligation under this section or under any other section of this Agreement.

The CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the TOWN at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the TOWN shall:

A. Suspend the Agreement until such time as the new or renewed certificates are received by the TOWN.

B. The TOWN may, at its sole discretion, terminate the Agreement for cause and seek damages from the CONSULTANT in conjunction with the violation of the terms and conditions of the Agreement.

11.13. REPRESENTATIVE OF TOWN AND CONSULTANT

11.13.1. The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more TOWN employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.13.2. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

11.14. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

11.15. CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

11.16. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.17. THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor TOWN intends to benefit a third party directly or substantially by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.18. CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize Sub-Consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such Sub-Consultants, by written contract, from having any conflicts as within the meaning of this Section.

11.19. CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision the Town Commission shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

11.20. WAIVER OF BREACH AND MATERIALITY

Failure by TOWN to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

11.21. COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.22. SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

11.24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 to 11 of this Agreement shall prevail and be given effect.

11.25. APPLICABLE LAW AND VENUE

This Agreement shall be construed with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, and in the event of federal jurisdiction, in the Southern District of Florida.

11.26. EXHIBITS

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

11.27. THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.28. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

TOWN:	Public Services Director Town of Pembroke Park 3150 S.W. 52nd Avenue Pembroke Park, FL 33023 Telephone: (954) 966-4600
With a copy to:	Town Manager Town of Pembroke Park 3150 S.W. 52nd Avenue Pembroke Park, FL 33023
CONSULTANT:	Keith and Associates, Inc. 301 East Atlantic Avenue Pompano Beach, Florida, 33060 Telephone: (954) 788-3400

11.29. ATTORNEY FEES

If TOWN or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

11.30. PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use, and other taxes required to comply with local ordinances, state, and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.31. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by

which the TOWN determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

11.32. EVALUATION

The TOWN maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the TOWN and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in TOWN projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

11.33. STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the Town of Pembroke Park, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

AGREEMENT

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

TOWN

WITNESSES:

DocuSigned by:
Suzi Reutlinger
C3B405C5E6EB484...

Suzi Reutlinger

(Witness print name)

DocuSigned by:
Dierdre Davis
3505146BACF345E...

Dierdre Davis

(Witness print name)

(CORPORATE SEAL)

TOWN OF PEMBROKE PARK

By DocuSigned by:
Geoffrey Jacobs
E71F54705D68433...

GEOFFREY JACOBS, Mayor

By DocuSigned by:
JC Jimenez
6C37ECC7F4954ED...

J.C. JIMENEZ, Town Manager

ATTEST:

DocuSigned by:
Marlen Martell
410D02AC7D4A446...

MARLEN D. MARTELL, Town Clerk

Approved as to form:

DocuSigned by:
Melissa Anderson
E4FAD8E5078C44B...

MELISSA P. ANDERSON,
Town Attorney

CONSULTANT

WITNESSES:

Keith and Associates, Inc.

Rori Magee

Rori Magee
(Witness print name)

By

Name: Stephen D. Williams

Title: Vice President

Brittany Sheflin
(Witness print name)

KEITH AND ASSOCIATES, INC. CORPORATE SEAL FLORIDA 1998

ATTEST: Elizabeth Underwood

By Elizabeth Underwood

(CORPORATE SEAL)

STATE OF Florida : COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 16 day of September, 20 22, by Stephen Williams and Elizabeth Underwood respectively, of Keith and Associates, Inc.

They are ✓ personally known to me or ___ have produced _____ as identification.

(SEAL)

MARIA LEON
MY COMMISSION #HH290165
EXPIRES: AUG 22, 2026
Bonded through 1st State Insurance

Notary Public, State of
(Signature of Notary Taking Acknowledgment)

Maria Leon
Name of Notary Typed, Printed or Stamped

August 22, 2026
My Commission Expires

HH290165
Commission Number

EXHIBIT "A"

SCOPE OF SERVICES

1. Ability to provide specialized training to Town staff in Civil Engineering and Construction Inspection related areas. Person(s) providing the training must demonstrate their experience in the subject matter and be able to provide requisite expert advice to Town staff.
2. Building renovations
3. Coordination with the Town staff, Town Consultants, and Contractors
4. Coordination with the utilities such as FPL, Comcast, and ATT
5. Construction observation / inspection
6. Engineering analysis, cost estimates and reports
7. Erosion and sediment control design
8. Grant Management Services for Federal, State, and Local programs to monitor the administrative, financial, and program-specific terms and conditions, special conditions, or other requirements that must be complied with
9. Neighborhood improvements and beautification
10. Participation in the implementation of the projects
11. Pavement marking and signage design
12. Planning and Zoning requirements
13. Preparation of construction documents
14. Preparation of project rendering and presentation material
15. Project Construction Management
16. Project permitting
17. Roadway and site design
18. Shop drawing review
19. Site grading and storm water runoff modeling and design
20. Surveying and mapping
21. Temporary Traffic Control (TTC) formerly Maintenance of Traffic (MOT)
22. Underground utility design such as water mains, storm water, and sanitary sewer system

The Consultant shall be familiar with different agency's permitting regulations and requirements and the Town's design criteria, standards, and specifications.

EXHIBIT "B"

KEITH'S HOURLY BILLING RATES FOR TASK ORDERS

KEITH'S HOURLY BILLING RATES FOR TASK ORDERS

EXHIBIT B PROFESSIONAL SERVICE FEE SCHEDULE

	Hourly Rate
Senior Project Executive	$400.00
Project Executive	$350.00
Expert Witness	$500.00
Government Liaison	$400.00
Senior Project Manager	$275.00
Project Manager III	$225.00
Project Manager II	$175.00
Project Manager I	$150.00
Assistant Project Manager	$100.00
Administrative Assistant	$80.00
Engineer VI	$250.00
Engineer V	$225.00
Engineer IV	$195.00
Engineer III	$165.00
Engineer II	$135.00
Engineer I	$110.00
Senior Construction Manager	$190.00
Construction Manager	$160.00
Inspector III	$125.00
Inspector II	$100.00
Inspector I	$90.00
Chief Surveyor	$190.00
Sr. Surveyor & Mapper	$180.00
Project Surveyor II	$165.00
Project Surveyor I	$150.00
Technician IV	$140.00
Technician III	$125.00
Technician II	$110.00
Technician I	$90.00
Chief Planner	$190.00
Senior Planner	$160.00
Planner IV	$140.00
Planner III	$125.00
Planner II	$110.00
Planner I	$90.00
Senior Landscape Architect	$200.00
Landscape Architect II	$165.00
Landscape Architect I	$135.00
Arborist	$140.00
Designer III	$145.00
Designer II	$135.00
Designer I	$125.00
Chief Utility Coordinator	$190.00
Senior Utility Coordinator	$150.00
Utility Coordinator	$110.00
Subsurface Utility Location Manager	$140.00
Field Supervisor	$90.00
Utility Designating/GPR	$200.00
Survey Crew IV	$250.00
Survey Crew III	$200.00
Survey Crew II	$150.00
Survey Crew I.	$100.00
Survey Static Laser Scanning	$250.00
Survey Drone Crew	$200.00
Impervious Coring >8"	$150.00/Each
Vacuum Excavation Test Hole (Pervious Surface)	$350.00/Each
Vacuum Excavation Test Hole (Impervious Surface)	$450.00/Each

Effective 03/07/2022

KEITH'S HOURLY BILLING RATES FOR TASK ORDERS

EXHIBIT B

Direct Expenses	Cost per Unit
Photographic Copies	
Color Copies	
a) 8.5" x 11"	$ 1.00
b) 8.5" x 14 or 11"x 17"	$ 2.00
c) 24"x 36"	$18.00
Black & White Copies	
a) Any Size up to 11"x17"	$ 0.15
b) 24"x 36" Blackline	$ 2.00
c) 30" x 42" Blackline	$ 2.00
d) 24"x 36" Mylar	$15.00
Laminating/Transparency Film Covers	$ 2.00
Display Boards	
Mounted (Foam) 30"x 40"	$42.00
Mounted (Foam) 40"x 60" and larger	$70.00
3 Ring Binders 1"	$ 1.00
Dividers (Tabs) Set of 10	$ 0.80
Acco/GBC Binding	$ 1.50
Facsimiles	$ 2.00
Overnight Packages	per service
Courier & Delivery Services	per service
Postage: 1st Class	Current US Postal rate
Mileage:	Current IRS Standard Mileage rates

Any other expenses will be billed at cost plus 10% carrying charge.

**NOTE: Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

Effective 01/01/2022

PEMBROKE PARK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
PH: (954) 966-4600
FAX: (954) 961-4760

PURCHASE ORDER

PO Number: 305936 **Date:** 06/16/2023

Requisition #: 305936 **Vendor #:** 61297

ISSUED TO: Keith And Associates, Inc
Attn: Dawn Mcnaught
301 East Atlantic Blvd
Pompano Beach, FL 33060

SHIP TO: Town of Pembroke Park
Attn:Sewer Department
3150 SW 52nd Avenue
Pembroke Park, FL 33023

ITEM	UNITS DESCRIPTION	GL ACCT #	PRICE	AMOUNT
1	0 S.W. 30th Street sewer forcemain replacement	400-530535-460900-00-0000	0.00	193,050.00

SUBTOTAL:	193,050.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	193,050.00

Authorized by: _____

1. Original invoice with remittance slip must be sent to: Pembroke Park, 3150 SW 52nd Avenue, Pembroke Park, FL 33023.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the Park.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The Park is exempt from all federal excise and state tax – ID# 59-0968454

Finance Department (954) 966-4600 Ext. 237 FAX (954) 961-4760

KEITH
Engineering Inspired Design.

CONTRACT ADDENDUM

~~May 12, 2023~~
~~May 30, 2023~~
May 31, 2023

JC Jimenez
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Phone: (954) 466 – 4600
E-mail: JCJimenez@tppfl.gov

Project Name: SW 30th Street Sanitary Sewer Force Main Replacement
Project Location: SW 30th Street from SW 32nd Avenue to SW 48th Avenue Pembroke Park, FL, 33023
KEITH Project Number: 09630.14
Contract Addendum: 02
Project Manager: Carlos Morales

PROJECT UNDERSTANDING

The TOWN has requested the CONSULTANT (KEITH) change the project design from 6-inch direct buried/open trench sanitary sewer force main to a new gravity, force main and two (2) pump stations per Craig A Smith & Associates (CAS) Wastewater Master Plan recommendation.

The project site location is along SW 30th Street from SW 33rd Avenue to SW 46th Avenue, within the boundaries of the Town of Pembroke Park and City of West Park.

The professional additional services provided by KEITH will include the following: Topographic Survey, Subsurface Utility Engineering (SUE), and Civil Engineering Services.

Pursuant to conversations with Craig A Smith & Associates (CAS) and their Wastewater Master Plan recommendations the project will consist of the design of approximately 4,000 LF of 8-inch gravity sewer main, 2,000 LF of sanitary sewer force main and two (2) public Pump Stations. The existing 6-inch Sanitary Sewer ACP force main will be capped, grouted and abandoned in place.

It is anticipated that the new Pump Station locations will be within the available easement boundaries of the Town's Pump Stations 12 & 15. If additional easements are required, the CONSULTANT will be pleased to provide additional services under a separate agreement.

All the existing pump stations that currently connect to the existing 6-inch ACP force main will be reconnected to the new proposed gravity main and disconnected/abandoned in place.

Project Areas – Site Map

Pump Station 15 Location Aerial

Pump Station 12 Location Aerial

DESCRIPTION OF ADDITIONAL SERVICES

MEETINGS AND COORDINATION

Task 002 Additional Team Meetings and Meetings with Government Agencies / Permit Authorities

KEITH will coordinate, prepare for and attend meetings with Government Agencies, including project orientation meetings, review with County Planning, Zoning, Fire Marshall, Engineering, and Utility representatives, and coordinate with applicable State and Local Agencies required for site plan submittals. KEITH will attend necessary pre-application meetings, staff meeting, and public hearings as directed by the CLIENT. It is anticipated that the CLIENT will have a Land Use Attorney assist in processing of the Site Plan and Variances.

KEITH will prepare for and attend all team meetings on an as needed basis for the duration of the project. KEITH will be represented at reoccurring team meetings by the project manager and when necessary, any team experts for specific disciplines.

For all applicable meetings KEITH will provide meeting minutes for the use of capturing discussion items, setting action items as well as follow-up. Unless directed otherwise by the CLIENT these meeting minutes will only serve to capture the items directly responsible to the KEITH team and the interaction with agencies and/or the CLIENT.

SURVEY SERVICES

Task 103 Additional Topographic Survey

KEITH will expand the initial Topographic Survey to the connection points of the project (approx. 1800' linear feet of roadway). Survey will show the boundary lines, as obtained from the Broward County GIS file, together with surface improvements such as roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc. from the apparent Right of Way to apparent Right of Way. Trees will be noted by common name and trunk diameter. Storm and Sanitary structures will be noted with the pipe invert elevation, diameter, material, and direction. Survey will be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Elevations will be shown at an interval of approximately 50 feet, including intermediate changes in grade.

Task 104 Title Search Services (Not Included)

The CLIENT will provide the required Right of Way and easement ownership information.

If requested by the CLIENT, the CONSULTANT will prepare a written Expanded Scope Agreement to obtain Title information through an outside licensed Title search provider.

Task 103 Sketch & Descriptions Services for Easements (Optional)

When determined to be required, the CONSULTANT shall prepare a sketch and description for the easement of the proposed pump stations.

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

KEITH will follow ASCE Standard 38-02 – "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data" during the field and office operations for this project. The quality levels discussed below are defined within the standard. KEITH is to provide professional services associated with designating utilities within the depicted two red highlighted areas to include north on SW 32nd Ave to the northern PT on the north side of Hallandale Beach Boulevard on the attached exhibit and locating up to twenty (10) test holes as requested by the designer. Gravity systems, service laterals, irrigation or overhead facilities are not included in this investigation.

Task 205 Additional Horizontal Designation Services

KEITH will horizontally mark any known tone able and non-tone able underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records (to be provided by CLIENT). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts. This task does not include identifying gravity systems, service laterals, irrigation, or overhead facilities unless specifically requested by the CLIENT and included in the scope of services.

Task 206 Additional Location Services

KEITH will perform up to ten (10) additional test holes (from the original executed contract(s) under Tasks 201 & 203) at specific sites requested by the design engineer. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch. The test hole number and utility will be identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing depth of cover, type, size, and material if applicable. If test hole locations are required within lanes of traffic of Hallandale Beach Boulevard, additional fees will be required for Maintenance of Traffic.

Subsurface Utility Engineering Conditions and Understandings

CLIENT is required by law to contract Sunshine State One Call of Florida forty-eight (48) hours in advance of any CLIENT excavation. KEITH will not access confined spaces. If confined spaces need to be accessed for locating purposes, then the client will be notified, and further arrangements will be made for said access. Additional fees may be applicable. If additional MOT is required beyond the capability of KEITHS standard MOT operations, KEITH will notify the client. Additional requests outside the scope of services, when requested by client and/or client's representative, will be invoiced on an hourly basis. This proposal assumes site access is available and work can be performed between the hours of 7:30 AM and 5:00 PM Monday through Friday.

Task 207 Additional Utility Mapping

KEITH will perform surveying services to collect the surface markings completed in 205 and 206 that mark the underground utilities. Survey of said markings will be based on Real-Time Kinematic (RTK) GPS observations and referenced to the Florida State Plane Coordinate System (NAD83/11) and the

North American Vertical Datum of 1988 (NAVD88). Survey of Horizontal Designations will be delivered in a geo-referenced (NAD83/11) AutoCAD file. Survey of Location Services (Test Holes) will be delivered in Excel in PNEZD format.

CIVIL ENGINEERING SERVICES

Task 405 Construction Documents for Sanitary Sewer System Modifications

Sanitary Sewer Plans
KEITH will prepare sanitary sewer system plans for the design of a new 8-inch gravity sewer main, two (2) pump stations, and two (2) 3-inch force main lines along SW 30th Street to replace the existing force main.

The design and permitting requirements of the two (2) pump stations are to comply with Town and Broward County Standards. These pump stations are to be located within the easement / property boundaries of the Town's Lift Station No. 15 & No 12.

It is anticipated that all existing utility infrastructure is adequate to provide the required sanitary sewer services to the existing developments. These engineering services do not include the extension/replacement and/or upsizing of any water and/or sanitary sewer services to the surrounding properties. Services associated with designing and permitting any existing and/or proposed new services will be addressed as additional services.

KEITH will include all available existing utility information on the plans. KEITH will not identify the means and methods on how the contractor is to reconnect all existing sanitary sewer services to the new gravity main and/or maintain temporary service throughout construction.

Pavement Marking & Signing Plans
The CONSULTANT will prepare a signing and pavement marking plan for the project that meets the requirements of the regulatory agencies. This plan will include standard details and notes.

Deliverables

1. Construction Documents (30%, 60% and Final Construction Documents) for the above referenced Plans.
2. Specifications – For above referenced Design Elements (specifications may be included in the plan sheets or a separate document for inclusion in the Contract Document Specification book.)

Task 406 Additional Engineering Permitting

KEITH will prepare and submit the permit applications for the construction of these new sanitary sewer improvements and process them through the following regulatory agencies:

Sanitary Sewer System

- Town of Pembroke Park Public Works – Sanitary Sewer / Pump Station.
- Broward County Water & Wastewater Services– Sanitary Sewer / Pump Station.
- Florida Department of Environmental Protection (FDEP) –Sanitary Sewer.

Roadway Restoration / Right-of-Way

- Town of West Park Public Works.
- Town of Pembroke Park Public Works.
- Broward County Traffic Engineering Division (Pavement Markings and Signage)

If additional permits are required, KEITH will process them and the fees for these additional services will be submitted to CLIENT as additional services under a contract addendum if required.

Deliverables

1. Permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.
2. Final Summary of Permits matrix and Permit Book.

CONSTRUCTION / PROJECT MANAGEMENT **SERVICES**

Task 803 Additional Construction Observation for Engineering Certification
KEITH will provide additional construction engineering services in order to ensure the integrity of the design intent and certify to the CLIENT and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Services included are described in the original executed contract(s) (under Tasks 801 & 802) and are anticipated to take **an additional Six (6) months (total of 9 months).**

GEOTECHNICAL EXPLORATION SERVICES (Subconsultant)

Refer to Exhibit A – Pacifica Engineering Sciences (PES) (Sub-Consultant) Geotechnical Exploration Services Scope and Fees.

Task A01 Geotechnical Exploration and Report (Subconsultant)
Based on the requested scope, PACIFICA proposes to perform the following geotechnical field services:

Perform Two (2) Standard Penetration Test (SPT) borings, (one as close as possible as each pump location) to a depth of 25 feet below existing grades.

The SPT borings will be performed with truck-mounted machinery using rotary drilling procedures. Samples of the in-place materials will be recovered with a standard split barrel driven with a 140-pound hammer falling 30 inches (the Standard Penetration Test in accordance with ASTM D1586). After completion of drilling, all boreholes will be grouted, asphalt cold patch applied where needed, and the site generally cleaned, as required.

Underground utility clearance will be required prior to the commencement of the geotechnical field exploration. Therefore, PACIFICA will contact "Sunshine One-Call" Service to obtain underground public utility clearance. PACIFICA understands that private utilities will be marked by others prior to each mobilization.

Deliverables

1. A location plan of the site showing the location of the soil borings.
2. Logs of the exploratory borings, which furnish the results of the SPT sampling.
3. The existence of organic soils or any other soil conditions
4. An estimation of total and differential settlements for the foundations systems for the proposed structures.
5. Site preparation recommendations for the proposed construction.
6. An anticipation of groundwater levels and methods for handling groundwater during construction.
7. Foundation recommendations with allowable bearing capacity
8. Some construction consideration

Task A02 Geotechnical GPR Services (Subconsultant) - Optional
PACIFICA will perform GPR Services.

MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES (Subconsultant)

Refer to Exhibit B – Quantum Electrical Engineering, Inc (QEE) (Sub-Consultant) Mechanical and Electrical Engineering Services Scope and Fees.

Quantum Electrical Engineering, Inc. (Quantum) is pleased to provide an electrical engineering design services fee proposal for the electrical and control design for the Town of Pembroke Park – New Pump Station 12 and New Pump Station 15. The following items are included in our scope.

Mechanical
Ventilation requirements will be determined based on the Mechanical Florida Building Code. Both stations will be designed in parallel and submitted for permit simultaneously.

Electrical
Complete Electrical design according to National Electrical Code (NEC) and Broward County Standards. Each station will include providing power for new pumps, a Control Panel as per Broward County standards, a Remote Terminal Unit (RTU) with radio and antenna. RTU to be compatible with Town's Master Station. Each location design will include a connection for a portable standby generator along with an Automatic Transfer Switch properly sized to handle station load and to comply with NFPA requirements. Each station will include sensors (ultrasonic and/or radar) connected to RTU. Design will include coordination with FPL to determine service availability (preferably 480-volt, 3 ph.) as well as available fault current to properly specify equipment short circuit rating. Extensive coordination with the manufacturer will be required.

All mechanical and electrical design will comply with Broward County and Town of Pembroke standards.

Task B01 Design Documents Mechanical and Electrical Engineering Design
The design and permitting requirements of the two (2) pump stations are to comply with the Town and Broward County Standards. These pump stations are to be located within the easement / property boundaries of the Town's Lift Station No. 15 & No 12.

Deliverables

1. Quantum will provide 1-set of electronic electrical and control plans and electrical specifications and cost estimates to KEITH for 30%, 60% and 100% reviews, permit documents and bid documents.

Task B02 Construction Administration for Mechanical and Electrical Certification
QEE will provide construction administration services in order to ensure the integrity of the design intent and certify to the CLIENT and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits.

Task B03 Permitting Assistance
Respond to the regulatory agencies comments.

SCHEDULE

MEETINGS AND COORDINATION

Task 002 Team Meetings & Meetings with Gov. Agencies / Permit Authorities	Concurrent

SURVEY SERVICES

Task 103 Additional Topographic Survey	2 months
Task 104 Title Search (by Title Company – Subconsultant)	Not Included
Task 105 Sketch & Descriptions for Easements – Optional	1 month

SUE SERVICES

Task 205 Additional Horizontal Designation Services	Concurrently with task 104
Task 206 Additional Location Services	6-8 weeks
Task 207 Additional Mapping Services	Concurrently with task 205 and 206

CIVIL ENGINEERING SERVICES

Task 405 Construction Documents for Sanitary Sewer System Modifications	2 months
Task 406 Additional Engineering Permitting	4 - 6 months

CONSTRUCTION / PROGRAM MANAGEMENT SERVICES

Task 803 Additional Construction Observation for Engineering Certification	*Additional* 6 months (9 months Total)

GEOTECHNICAL EXPLORATION SERVICES (PES - Subconsultant)

Task A01 Geotechnical Exploration and Report (Subconsultant)	1 Month
Task A02 Geotechnical GPR Services (Subconsultant) - Optional	Concurrent w/ Task A01

MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES (QEE - Subconsultant)

Task B01 Design Documents Mechanical and Electrical Engineering Design (Subconsultant)	2 months
Task B02 Construction Administration for Mechanical & Electrical Certification (Subconsultant)	9 months
Task B03 Permitting Assistance (Subconsultant)	Concurrent with Task 406

COMPENSATION

MEETINGS AND COORDINATION	
Task 002 Team Meetings & Meetings with Gov. Agencies / Permit Authorities	$3,000 (Hourly/NTE)
SURVEY SERVICES	
Task 103 Additional Topographic Survey	$10,500 (Lump Sum)
Task 104 Title Search (by Title Company – Subconsultant)	Not Included
Task 105 Sketch & Descriptions for Easements (Optional)	*$2,500 (Lump Sum)*
SUE SERVICES	
Task 205 Additional Horizontal Designation Services	$9,000 (Lump Sum)
Task 206 Additional Location Services (5 @ $500 per test hole)	$3,250 (Lump Sum)
Task 207 Additional Utility Mapping	$4,500 (Lump Sum)
CIVIL ENGINEERING SERVICES	
Task 405 Construction Documents for Sanitary Sewer System Modifications	$54,000 (Lump Sum)
Task 406 Additional Engineering Permitting	$20,000 (Lump Sum)
CONSTRUCTION / PROGRAM MANAGEMENT SERVICES	
Task 803 Additional Construction Observation for Engineering Certification	$40,000 (Hourly/NTE)*
GEOTECHNICAL EXPLORATION SERVICES (PES - Subconsultant)	
Task A01 Geotechnical Exploration and Report (Subconsultant)	$5,500 (Lump Sum)
Task A02 Geotechnical GPR Services (Optional)	*$1,200 (Lump Sum)*
MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES (QEE - Subconsultant)	
Task B01 Design Documents Mechanical and Electrical Engineering Design	$26,150 (Lump Sum)
Task B02 Construction Administration for Mechanical and Electrical Certification	$13,000 (Lump Sum)
Task B03 Permitting Assistance	$450 (Lump Sum)
Total Fee	**$189,350 + Reimbursables**
Total Fee with Optional Tasks	**$193,050 + Reimbursables**

The CLIENT is required to execute this Addendum and return it to the CONSULTANT prior to commencement of the additional services described herein. All items, terms, and conditions of the original Agreement (as amended to include the scope defined herein) remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
KEITH

DocuSigned by:
Stephen Williams
2D082E9C699D44C...

Stephen Williams, Sr., PE
Vice President of Civil Engineering
DATED: 6/16/2023

As to CLIENT
Town of Pembroke Park
Signature:
Print Name: Ashira Mohammed
Title: Mayor
DATED: 6/14/2023

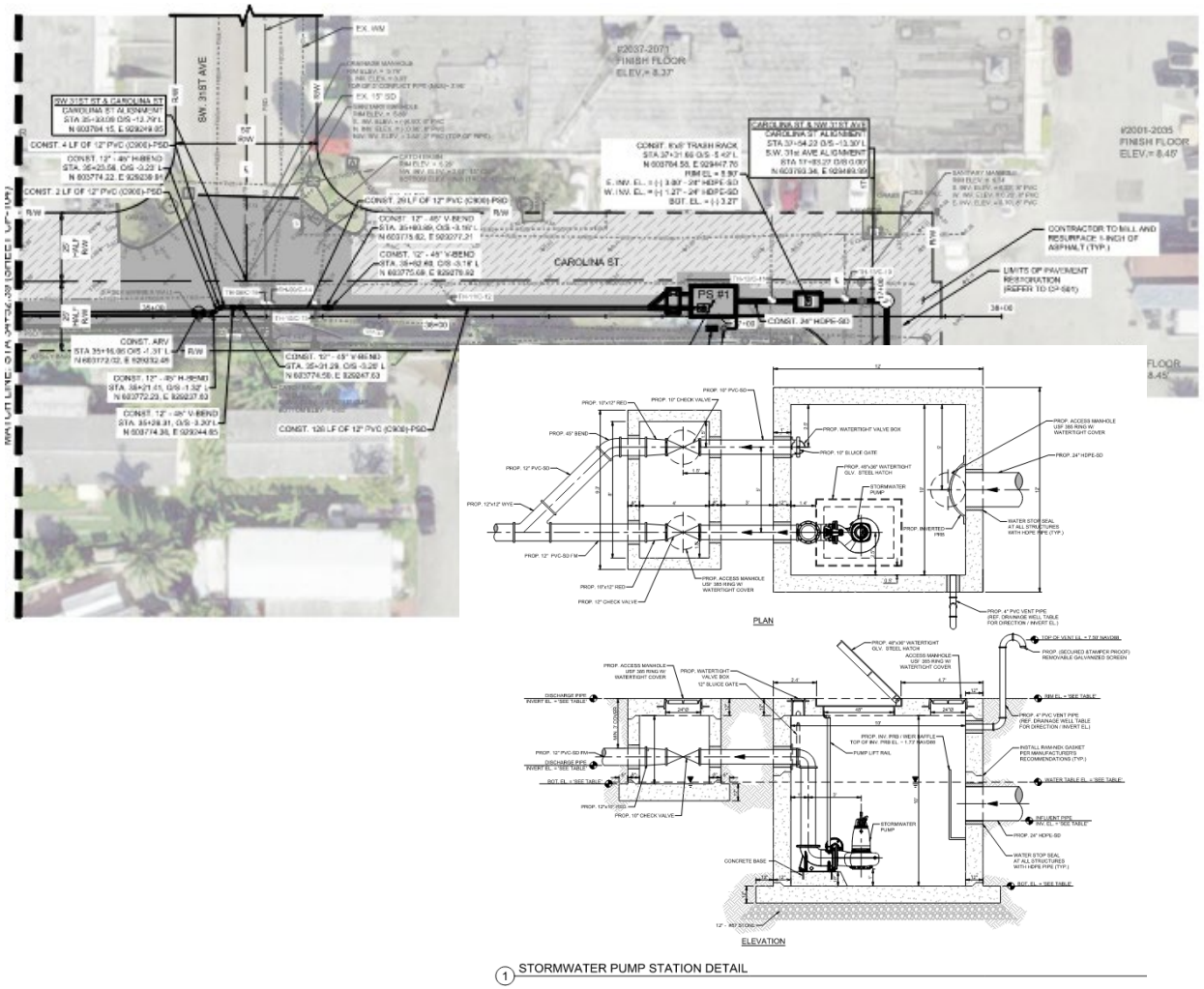
KEITH

Engineering Inspired Design.

Civil Project Updates

Projects:

1) JP Lyons Stormwater Improvements
2) SW 30th Street Forcemain Replacement



JP Lyons Stormwater Improvements

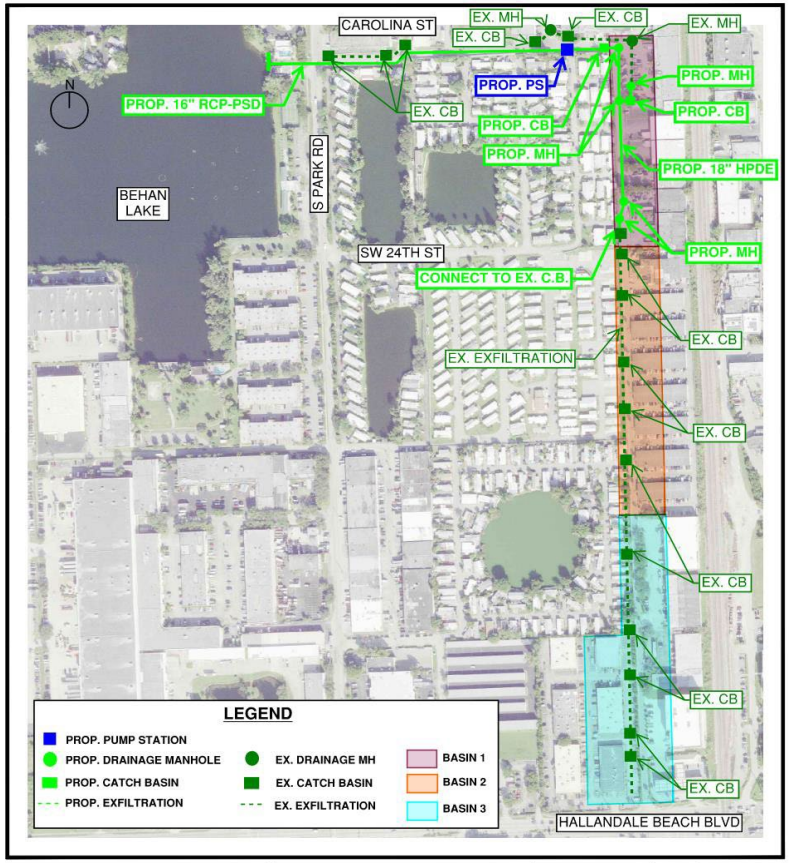
Permitting

The project involves enhancing the stormwater system on SW 31st Avenue. This enhancement includes the addition of an exfiltration trench and a stormwater pump station at the intersection of Carolina Street and SW 31st Avenue, which will discharge into Behan Lake. The primary goal of this design is to improve the road conditions while also maintaining the water out of the adjacent commercial special areas.

This design ensures that the road maintains a high level of service, meeting the 5-year 1-day inlet protection standards and the 10-year 1-day requirements for the road edges. Notably, the design has successfully minimized any adverse impacts on nearby properties, reducing them to zero.

Currently, the project is in the process of obtaining BC RED Stormwater permitting and due to the contamination in the area we received additional comments that needed to be address prior to BC RED issuing the permit. This comments have been addressed with the help of FEMA and we expect the permit to be received after the next submittal.

Peak Stage – Scenario Three (Pump Station and Additional Exfiltration)					
Design Rainfall Event	Peak Stage (ft – NAVD)	Ex. Rim El. (ft – NAVD)	Ex. Crown El. (ft – NAVD)	Difference between Max Stage and Rim (ft – NAVD)	LOS Achieved
5Yr-24Hr	3.91	3.91 – 5.95	4.34 – 5.95	0.00	Yes
10Yr-24Hr	4.26	3.91 – 5.95	4.34 – 5.95	0.35	Yes



SHEET NAME: 12609.00 - SCENARIO 3

SHEET: EXH - 103

KEITH
5805 Blue Lagoon Drive, Suite 218
Miami, Florida 33126
PH: (305) 667-5474
Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
Florida Landscape Architecture Business License: LC26000457

PROJECT NAME DRAINAGE IMPROVEMENTS
PROJECT NO. 12609.00 - JP LYONS LANE

DATE 09/2022
SCALE N.T.S.
DSGN. BY MB
DWNG. BY AR
CHK. BY TD

DATE	REVISIONS

SW 30th Street Forcemain Replacement

75% Construction Documents

The SW 30th Street Sanitary Sewer Forcemain replacement project is focused on upgrading aging infrastructure along SW 30th Street, from SW 33rd Avenue to SW 46th Avenue, within the boundaries of the Town of Pembroke Park and City of West Park.

The project original design was stopped until the Sanitary Sewer Master Plan had the area of concern analyzed. The project restarted after the incorporation of Aleem Ghany as Town Public Utilities Director. The hydraulic analysis perform determined that the project needed to be redesigned.

This includes the installation of approximately 4,000 LF of 8-inch gravity sewer main, 2,000 LF of 6-inch sanitary sewer force main, and two public pump stations along the corridor. This modernization aims to enhance system reliability, support upcoming developments along the south corridor of Hallandale Beach Boulevard, and mitigate soil contamination risks associated with the current failing infrastructure. By addressing these issues, the project aims to improve the overall efficiency and sustainability of the Town's sewer system.

Currently, the project has completed the additional survey services and designation. The design is at 75% construction Documents. Pumps have been selected and the plans will be submitted for permitting by February 5, 2024.

KEITH

THANK YOU!

KEITH

AGENDA ITEM REPORT

To:

Subject: Sewer Master Plan

Meeting: 01 24 2024 WORKSHOP COMMISSION MEETING - Jan 24 2024

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The sewer master plan was approved by the commission 8/10/22. The P.O. was issued 10/14/22 to Craig A. Smith & Associates.

FINANCIAL IMPACT:

Total cost: $372,490.00

ATTACHMENTS:

2269_001
AGR22-03 CAS CCSA

	Status:
Aleem Ghany, Public Services Director	Approved - Jan 18 2024
Jacobs Horowitz, Interim Town Attorney	Pending
Christian Noel, Accounts Payable	None
Marlen Martell, Town Clerk	None

PEMBROKE PARK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
PH: (954) 966-4600
FAX: (954) 961-4760

PURCHASE ORDER

PO Number: 305797 **Date:** 10/14/2022

Requisition #: 305797 **Vendor #:** 10285A

ISSUED TO: Craig A. Smith and Associates LLC
20145 Commercial Trail
Boca Raton, FL 33486-

SHIP TO: Town of Pembroke Park
Attn:Sewer Department
3150 SW 52nd Avenue
Pembroke Park, FL 33023

ITEM	UNITS DESCRIPTION	GL ACCT #	PRICE	AMOUNT
1	0 Wastewater master plan	400-530535-310900-00-4102	0.00	372,490.00

SUBTOTAL:	372,490.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	372,490.00

Authorized by:

1. Original invoice with remittance slip must be sent to: Pembroke Park, 3150 SW 52nd Avenue, Pembroke Park, FL 33023.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the Park.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The Park is exempt from all federal excise and state tax – ID# 59-0968454

Finance Department (954) 966-4600 Ext. 237 FAX (954) 961-4760

TOWN OF PEMBROKE PARK

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

PROFESSIONAL SURVEYING & ENGINEERING SERVICES

FOR

DEVELOPMENT OF AN UPDATED WASTEWATER MASTER PLAN

DATED: JULY 18, 2022

CRAIG A. SMITH & ASSOCIATES
Consulting Engineers • Planners • Surveyors
21045 Commercial Trail, Boca Raton, FL 33486
Phone (561) 314-4445 FAX (561) 314-4458

CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

DEVELOPMENT OF AN UPDATED WASTEWATER MASTER PLAN

PROJECT NAME: TOWN OF PEMBROKE PARK WASTEWATER MASTERPLAN

PROPOSAL NO: 4349

PROJECT DESCRIPTION: Providing professional surveying, engineering, conceptual design and cost estimates for the preparation of an Updated Wastewater Master Plan described in Exhibit "A" (attached) and identified as UPDATED WASTEWATER MASTER PLAN:

OWNER:	**Town of Pembroke Park**
Attention:	Juan C. Jimenez, Town Manager
Address:	3150 SW 52nd Avenue Pembroke Park, Florida 33023
Phone:	(954) 966-4600

TOWN OF PEMBROKE PARK
UPDATED WASTEWATER MASTER PLAN
SCOPE OF SERVICES

INTRODUCTION

An aging wastewater collection system and growth in both industrial and residential development have put a strain on the reliability and the capacities of the existing system. In 2001 the Town of Pembroke Park adopted a Wastewater Master Plan and began upgrading and improving the existing system to meet the service requirements of the Town. It has been twenty years since the plan was implemented and needs to be updated to address the current conditions of the infrastructure and increases in both residential and commercial/industrial customers.

The Town of Pembroke Park was originally developed with industrial development and Mobile Home Parks on what is the East side of the Town. Originally incorporated in 1957 and reincorporated In 1959 under State Charter. The original wastewater system consisted of Private lift stations and force mains that transmitted the wastewater to be treated by the City of Hollywood. In 1978 the Town annexed Holly Ridge Farms and a commercial corridor along Hallandale Beach Boulevard to make the two areas contiguous. The west side of Town originally sent wastewater to Dade County for treatment. During the 1970's the Town expanded their wastewater system to create a municipal Sewer System including taking over the Sewer Systems controlled by the High Ridge Water System. Broward County took over the water system. By the 1990's the wastewater systems lift stations along with many of the private systems were nearing the end of their useful life. The Town then commissioned a Wastewater Master Plan to determine the best way to improve the Wastewater Collection System and prioritize future improvements.

Using the Master Plan the Town Rebuilt 24 lift stations, added Sanitary Sewerage to most of the communities on the West side of Town. The Town acquired the sanitary sewerage systems within the Mobile Home Parks and Commercial Lift Stations that served multiple owners. This allowed the Town to upgrade the systems to meet current standards. It has been twenty years since the Master Plan was written and it is now time for a full review of the system, to address changes needed because of system age and development from the past 20 years and planning for the next twenty years.

During the Past twenty years development has increased including more than 1.6 Million square feet of industrial warehouse largely on land reclaimed from Meekins Lake. Apartment Complexes with more than 1500 units were built on former nursery properties on the West Side of Town

Service Area

The Service Area for the Town of Pembroke Park is the entire town limits.

Existing Facilities

The Town of Pembroke Park Currently has 34 Town lift stations and one master lift station operating in the Town's system. The sewer system consists of a backbone force main system which transports the sewerage that is pumped from the individual stations, through 2 meters and eventually to the Hollywood Regional Wastewater Treatment Plant for treatment. One meter sends the wastewater through the Broward County Force Main System to the Hollywood Collection System, the other goes directly to the Hollywood Collection System.

There are at least 5 private lift stations pumping into the system. These private systems may or may not be maintained properly.

SCOPE OF SERVICES

The scope of the project is to create an updated Wastewater Master Plan (WWMP) to identify, document and evaluate the Town's existing wastewater management system. The project will evaluate the existing force main network within the Town. The plan will identify existing Lift station and line conditions and capacities and analyze future needs. The WWMP will outline a systematic phased approach to achieve system reliability, system capacity, increased efficiency and identify the infrastructure required to achieve these goals

Detailed Scope is as follows:

I. Lift Station Evaluation

It has been more than 15 years since the lift stations were upgraded under the prior Master Plan Rehabilitation Project. CAS will conduct site visits at each Town lift stations and identify deficiencies of each station. A list of probable costs of construction will be provided within the report.

Task I Lump Sum Fee: $71,700

II. Determine Existing and Future Flows of Lift station Collection Areas

Identify collection areas for lift stations added since the prior Master Plan. Information will be gathered regarding the flow of all lift station collection areas, verify densities, lot counts and comparing these flows to the monthly water billing records. CAS will evaluate the potential for future flows by utilizing existing land uses, future land uses, and existing plots. We will evaluate the potential for future flows within

the system in order to develop future flow characteristics. The data will be used in the modeling of the system to determine proposed improvements to the pipe network.

Collection systems will be evaluated to determine areas with inflow/infiltration (I/I) issues to prepare a recommendation of areas for further examination and repair of inflow/infiltration. Flow monitoring will be done in search of areas of where I/I are excessive and need to be completely evaluated and repaired.

Task II Lump Sum Fee: $94,400

III. Evaluation of the Force Main System.

The force main system is mostly original and nearing the end of its useful life. CAS will evaluate the existing condition, capacity used and needed. We will make recommendations for repair, replacement, upsizing or rerouting where necessary.

Task III Lump Sum Fee: $54,500

IV. System Modeling

A. CAS will analyze the force main network utilizing computer flow model for both the existing and future conditions. The model will help identify any deficiencies within the pipe network.

B. Will evaluate flows to both meter systems to ensure that conditions of the agreements will be met.

Task IV Lump Sum Fee: $70,760

V. Update Sewer Atlas:

The existing Sewer Atlas has not been updated to show the entire system. CAS will use data to be supplied by the Town from building permit records and other sources to produce a new Sewer Atlas detailing Public and Private sewer gravity mains, lift stations, force mains, and sewer meters.

Task V Lump Sum Fee: $21,500

VI. Data Collection and Evaluation:

A. Meetings with Town staff to identify where observed issues with operation and maintenance of the wastewater collection system and to help prioritize issues to be addressed.

B. Research existing data, permits, policies, regulations available including but not limited to, the Town of Pembroke Park, Broward County, and Florida Department of Environmental Protection (FDEP) where available.

C. Field verify (visually, no survey) the wastewater system noting equipment and conditions.

Task VI Lump Sum Fee: $27,050

VII. Updated Wastewater Master Plan Report

Produce comprehensive report per previously outlined scope of work including but not limited to:

A. Existing wastewater infrastructure assessment.

B. Hydraulic Models analyzing existing and proposed improvements to the wastewater system.

C. Recommendations for upgrading wastewater infrastructure, inclusive of cost estimates as well as conceptual design for planning/budgeting purposes.

D. Prioritization of Capital Improvement Projects.

E. Identification of possible funding sources.

F. Recommendation for modification of wastewater ordinances, policies on wastewater connection and enforcement.

G. Deliverables:
Electronic copy of WWMP at the Draft and Final phases.
Two (2) hard copies of the WWMP at Draft and Final phases
Four (4) hard copies of full-size Updated Sewer Atlas Map

Task VII Lump Sum Fee: $32,580

Total Wastewater Master Plan Fee: $372,490

AGREED TO AND ACCEPTED BY:

CRAIG A. SMITH & ASSOCIATES	TOWN OF PEMBROKE PARK
STEPHEN C. SMITH	Geoffrey Jacobs, Mayor
	8/24/2022
	Date

AGREEMENT

Between

Town of Pembroke Park

and

Craig A. Smith and Associates, LLC

for

CIVIL ENGINEERING CONSULTANT SERVICES

RFQ22-03 Date - Tuesday, March 29, 2022

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 31st day of May 2022 by and between:

TOWN OF PEMBROKE PARK, a municipal Corporation of the State of Florida, (hereinafter referred to as "TOWN")

and

Craig A. Smith and Associates, LLC, a Corporation authorized to do business in the State of Florida, (hereinafter referred to as "CONSULTANT").

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida at its meeting of May 11th, 2022 authorized by motion the execution of this Agreement between CONSULTANT and TOWN authorizing the performance of services in connection with a continuing contract for Civil Engineering Consultant Services; and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the parties hereto, do agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

2.1. **AGREEMENT:** Means this document between the TOWN and CONSULTANT dated May 31st, 2022 and any duly authorized and executed Amendments to Agreement.

2.2. **CERTIFICATE FOR PAYMENT:** A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that TOWN pay identified amounts to the Contractor for services performed by the Contractor at the Project.

2.3. **CHANGE ORDER:** A written order to the Contractor, addressing modifications to the Contract Documents, and establishing the basis of payment and contract time adjustment, if any, for the work affected by such modifications. The CONSULTANT may review and make recommendations to the TOWN on any proposed Change Orders, for approval or other appropriate action by the TOWN.

2.4. **TOWN:** The Town of Pembroke Park, a municipal corporation of the State of Florida.

2.5. **COMMISSION:** The Town Commission of the Town of Pembroke Park, Florida, which is the governing body of the TOWN government.

2.6. **CONSTRUCTION COST:** The total construction cost to TOWN of all elements of the Project designed or specified by the CONSULTANT.

2.7. **CONSTRUCTION COST LIMIT:** A maximum construction cost limit established by the TOWN defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.

2.8. **CONSTRUCTION DOCUMENTS:** Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship, and other requirements for construction of the entire Project, including any bidding information.

2.9. **CONSULTANT: Craig A. Smith and Associates,** LLC**,** the CONSULTANT selected to perform professional services pursuant to this Agreement.

2.10. **CONTRACT ADMINISTRATOR:** The Town Engineer / Public Services Director of the Town of Pembroke Park, or designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

2.11. **CONTRACTOR:** One or more individuals, firms, corporations, or other entities identified as such by a written agreement with TOWN ("Contract for Construction") to perform the construction services required to complete the Project.

2.12. **ERROR:** A mistake in design, plans and/or specifications where the error was constructed or was under construction and required retrofitting, replacement and/or additional cost action to correct the error. Also includes mistakes in design, plans, specifications and/or shop drawings review that led to materials and/or equipment being ordered and/or delivered where additional cost are incurred.

2.13. **FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS:** A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.

2.14. **NOTICE TO PROCEED:** A written Notice to Proceed with the Project issued by the Contract Administrator.

2.15. **OMISSION:** A scope of work missed by the CONSULTANT, including a quantity miscalculation, which was later discovered and added by Change Order. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.

2.16. **ORIGINAL CONTRACT PRICE:** The original bid and/or contract price as awarded to a CONTRACTOR based upon the CONSULTANT'S final detailed Construction Documents of the Project.

2.17. **PLANS AND SPECIFICATIONS:** The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by TOWN as provided in this Agreement.

2.18. **PRELIMINARY PLANS:** The documents prepared by the CONSULTANT consisting of preliminary design drawings, renderings, and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.

2.19. **PROJECT:** An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by the CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the TOWN 's discretion.

2.20. **RESIDENT PROJECT REPRESENTATIVE:** Individuals or entities selected, employed, compensated by, and directed to perform services on behalf of TOWN, in monitoring the Construction Phase of the Project to completion.

2.21. **TASK ORDER:** A document setting forth a detailed scope of services to be performed by CONSULTANT upon authorization of the TOWN.

2.22. **TIME OF COMPLETION:** Time in which the entire work shall be completed for each Task Order.

ARTICLE 2
PREAMBLE

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

2.1. Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3
SCOPE OF SERVICES

3.1. The CONSULTANT shall perform the following professional services: Civil Engineering Consultant Services, more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.

3.2. TOWN and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the TOWN in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by TOWN to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written TOWN approval is at CONSULTANT's sole risk.

ARTICLE 4
GENERAL PROVISIONS

4.1. Negotiations pertaining to the professional design, engineering, architectural and project management services to be performed by the CONSULTANT have been undertaken between CONSULTANT and a committee of TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

4.2. CONSULTANT shall include TOWN's specific Task Order number as part of the heading on all correspondence, invoices, and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5
TASK ORDERS

5.1. The Project will be divided into "Tasks."

5.2. Task Orders shall be jointly prepared by the TOWN and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement (and applicable TOWN purchasing code requirements).

5.3. Under all Task Orders and Projects, TOWN may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the TOWN, the following items:

5.3.1. Providing additional copies of reports, contract drawings and documents; and

5.3.2. Assisting TOWN with litigation support services arising from the planning, development, or construction.

5.4. Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed/Purchase Order from the TOWN. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.

5.5. If, in the opinion of the TOWN, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the TOWN shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the TOWN shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the TOWN, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the TOWN may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The TOWN may then decide, after Town Commission approval, to issue a new Task Order for the uncompleted work to another Consultant using the remaining funds. Any excess costs arising there from over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

6.1. The initial term of this Agreement shall be for three (3) years from the date of this Agreement. The TOWN shall have the option to renew this Agreement for two (2) successive one (1) year terms under the same terms, conditions, and compensation as set forth herein.

6.2. CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

6.3. Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed (NTP). CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.

6.4. In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by TOWN or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, TOWN shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify TOWN promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform TOWN of all facts and details related to the delay.

6.5. The time for the performance of services described in assigned Task Orders shall be negotiated by the TOWN and the CONSULTANT as the services are requested and authorized by the TOWN.

ARTICLE 7
COMPENSATION AND METHOD OF PAYMENT

7.1. AMOUNT AND METHOD OF COMPENSATION

The method of compensation for each Task Order shall be not to exceed as agreed upon per Task Order and described in Section 7.1.1 below.

7.1.1. Not To Exceed Amount Compensation

TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 7.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 8.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

7.2. REIMBURSABLES EXPENSES

7.2.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost.

Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. TOWN shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order.

Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and Sub-Consultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and Sub-Consultants various offices are not reimbursable under this Agreement.

Reimbursables shall include only the following listed expenses, unless authorized in writing by the Contract Administrator:

A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, TOWN, and other third parties retained or employed by any of them or (ii) submitted to TOWN for review, approval, or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.

B. Identifiable testing costs approved by Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.

D. Overnight Delivery/Courier Charges (when TOWN requires/requests this service).

7.2.2. Reimbursable Sub-Consultant expenses are limited to the items described above when the Sub-Consultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

7.2.3. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon and describes the maximum extent of TOWN's

obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If TOWN or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by TOWN prior to incurring such expenses.

7.3. METHOD OF BILLING

7.3.1. Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number monthly in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such Reimbursables. The statement shall show a summary of salary costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and Sub-Consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category, Reimbursables by category, and Sub-Consultant fees on a task basis, so that total hours and costs by task may be determined.

7.4. METHOD OF PAYMENT

7.4.1. TOWN shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

7.4.2. TOWN will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, TOWN will inform CONSULTANT within ten (10) working days by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to TOWN.

ARTICLE 8
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

8.1. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

8.2. TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. TOWN shall compensate CONSULTANT for such additional services as provided in Article 7.

8.3. In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services, and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Manager for resolution. The Director's decision shall be final and binding on the parties. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

9.1. The CONSULTANT, following the TOWN's approval of the Construction Documents and of the Final Statement of Construction Cost, shall, when so directed and authorized by the TOWN, assist the TOWN in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. If requested, the CONSULTANT shall review and analyze the proposals received by the TOWN and shall make a recommendation for any award based on TOWN 's Purchasing Ordinance.

9.2. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the TOWN, shall meet with the TOWN's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the TOWN's direction, redesign each Project and/or work with the TOWN to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the TOWN. If negotiations between the TOWN and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices

or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the TOWN after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.

9.3. CONSULTANT shall provide TOWN with a list of recommended, prospective proposers for each project CONSULTANT prepares construction documents for TOWN.

9.4. CONSULTANT shall attend all pre-proposal conferences held in conjunction with projects for which it has prepared construction documents.

9.5. The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.

9.6. If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the TOWN, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the TOWN.

9.7. The TOWN shall make decisions on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. The CONSULTANT may also prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.

9.8. The TOWN shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering errors or omissions.

9.8.1. It is specifically agreed that any change to the work identified as an error on the part of the CONSULTANT shall be considered for purposes of this agreement to be an additional cost to the TOWN which would not be incurred without the error.

9.8.2. It is further specifically agreed for purposes of this agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an omission shall be considered an additional cost to the TOWN which would not be incurred without the omission. So long as the total of those two numbers (Change Order costs of errors plus fifteen percent (15%) of omissions) remains less than one and one-half percent (1½%) of the total Construction Cost of the Project, the TOWN shall not look to the CONSULTANT for reimbursement for errors and omissions.

9.8.3. Should the sum of the two as defined above (cost of errors plus fifteen percent (15%) of the cost of omissions) exceed one and one-half percent (1½%) of the Construction Cost, the TOWN shall recover the full and total additional cost to the TOWN as a result of CONSULTANT errors and omissions from the CONSULTANT, that being defined as the cost of errors plus fifteen percent (15%) of the cost of omissions.

9.8.4. To obtain such recovery, the TOWN shall deduct from the CONSULTANT's fee enough to recover all such additional cost to the TOWN.

9.8.5. In executing this Agreement, the CONSULTANT specifically agrees to the reasonableness of these calculations and to the TOWN's right to recover same as stated above. The recovery of additional costs to the TOWN under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the TOWN may otherwise incur.

9.8.6. The Contract Administrator's decision as to whether a Change Order is caused by an error or caused by an omission shall be final and binding.

ARTICLE 10
TOWN'S RESPONSIBILITIES

10.1. TOWN shall assist CONSULTANT by placing at CONSULTANT's disposal all information TOWN has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

10.2. TOWN shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

10.3. TOWN shall review the itemized deliverables/documents identified per Task Order.

10.4. TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 11
MISCELLANEOUS

11.1. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates, and Consultants, pursuant to this Agreement shall be owned by the TOWN.

Drawings, specifications, designs, models, photographs, reports, surveys, and other data prepared in connection with this Agreement are and shall remain the property of the TOWN whether the Project for which they are made is executed or not and are subject to reuse by the TOWN in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the TOWN or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve the CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of the CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle the CONSULTANT to further compensation at rates to be agreed upon by the TOWN and the CONSULTANT. This shall not limit the TOWN's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2. TERMINATION

11.2.1. It is expressly understood and agreed that the TOWN may terminate this Agreement at any time by giving the CONSULTANT notice by telephone, or personally to one of the officers of the CONSULTANT, confirmed by certified mail, return receipt requested, to the principal office of the CONSULTANT. If the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. If the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to the TOWN within five (5) days of TOWN’s request. Upon payment of such sum by TOWN to CONSULTANT, TOWN shall have no further duties or obligations pursuant to or arising from this Agreement. CONSULTANT shall have the right to terminate this Agreement upon the substantial breach by the TOWN of its obligations under this Agreement such as unreasonable delay in payment or non-payment of undisputed amounts.

11.2.2. This Agreement may also be terminated by TOWN upon such notice as TOWN deems appropriate under the circumstances in the event TOWN or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.2.3. Notice of termination shall be provided in accordance with Section 11.28, NOTICES, except that Contract Administrator may provide a prior verbal stop work order as provider in Section 11.2.1 if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.28, NOTICES.

11.2.4. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the TOWN. Upon being notified of TOWN's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall TOWN make payment for services which have not been performed.

11.3. AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

11.4. PUBLIC RECORDS

To the extent CONSULTANT is acting on behalf of TOWN as stated in Section 119.0701, Florida Statutes, CONSULTANT shall:

a. Keep and maintain public records required by TOWN to perform the services under this Agreement;

b. Upon request from TOWN, provide TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to TOWN; and
d. Upon completion of this Agreement, transfer to TOWN, at no cost, all public records in possession of CONSULTANT upon termination of this Agreement or keep and maintain public records required by TOWN to perform the services. If CONSULTANT keeps and maintains public records upon completion of this Agreement, TOWN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to TOWN upon request in a format that is compatible with the information technology systems of TOWN.

The failure of CONSULTANT to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling TOWN to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to TOWN, who will be responsible for responding to any such public records requests. CONSULTANT will provide any requested records to TOWN to enable TOWN to respond to the public records request.

Any material submitted to TOWN that CONSULTANT contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT - TRADE SECRET." In addition, CONSULTANT must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to TOWN for records designated by CONSULTANT as Trade Secret Materials, TOWN shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by CONSULTANT. CONSULTANT shall indemnify and defend TOWN and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure or any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT (954) 966-4600, townclerk@tppfl.gov, 3150 SW 52 Avenue, Pembroke Park, FL 33023.

11.5. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

11.6. MINORITY PARTICIPATION

The CONSULTANT shall make a good faith effort to help the TOWN encourage MBE/WBE participation. The CONSULTANT will be required to document all such efforts and supply the TOWN with this documentation at the end of the Project, or in cases where projects are longer than one year, each TOWN fiscal year.

11.7. PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, Consultant or other provider and who has been placed on the convicted vendor list following a conviction for a "public entity crime", as defined by Section 287.133, Florida

Statutes, may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, Sub-Consultant, or Consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from TOWN's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.8. SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of $1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of $1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

11.9. SUB-CONSULTANTS

11.9.1. CONSULTANT may subcontract certain items of work to Sub-Consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the

proposed Sub-Consultant, including Subconsultant's scope of work and fees, for review and approval by the TOWN prior to Subconsultants proceeding with any work.

11.9.2. CONSULTANT shall utilize the Sub-Consultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of Sub-Consultants submitted by CONSULTANT.

The list of Sub-Consultants submitted is as follows:

_____

_____

_____

_____

_____

(or attach as an exhibit if more appropriate)

11.10. ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.9.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to TOWN's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of TOWN shall meet or exceed all professional standards of the State of Florida.

11.11. INDEMNIFICATION OF TOWN

11.11.1. CONSULTANT shall indemnify and hold harmless TOWN, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys" fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of the duties under this Agreement. The provisions of this Section shall survive the expiration or early termination of this Agreement. To the extent considered necessary by Contract Administrator and Town Attorney, any sums due to the CONSULTANT under this Agreement may be retained by TOWN until all of TOWN's claims

for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by TOWN.

11.11.2. It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights, and responsibilities contained herein and the award of this Agreement to the CONSULTANT.

11.11.3. The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the foregoing indemnification provision.

11.12. INSURANCE

11.12.1 CONSULTANT shall provide and shall require all of its Sub-Consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Professional Liability Insurance, Workers‟ Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall specifically protect TOWN and the Town Commission by naming TOWN and the Town Commission as additional insureds under the Comprehensive Liability Insurance policy hereinafter described.

A. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws, for the benefit of the CONSULTANT's employees.

B. Sub-Consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the Contract Administrator and Town's Risk Manager. Sub- Consultant and sub-contractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the Contract Administrator and Town's Risk Manager on a Task Order by Task Order basis.

C. The CONSULTANT shall provide the Risk Manager of the TOWN an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the TOWN shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the TOWN, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies

provided under Article 11 shall not be affected by any other policy of insurance, which the TOWN may carry in its own name.

D. CONSULTANT shall as a condition precedent of this Agreement, furnish to the Town of Pembroke Park, c/o Town Clerk's Office, 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.12.2 COMMERCIAL GENERAL LIABILITY

A. Limits of Liability

Bodily Injury and Property	
Combined Single Limit	
Each Occurrence	$1,000,000
General Aggregate Limit	$2,000,000
Personal Injury	$1,000,000
Products/Completed Operations	$1,000,000

B. Endorsements Required

Town of Pembroke Park included as an Additional Insured
Employees included as insured
Broad Form Contractual Liability Waiver of Subrogation
Premises/ Operations
Products/Completed Operations
Independent Contractors

11.12.3 AUTOMOBILE BUSINESS

A. Limits of Liability

Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto Including Hired, Borrowed or Non-Owned Autos
Any One Accident $1,000,000

B. Endorsements Required

Town of Pembroke Park included as an Additional Insured
Employees included as insured
Waiver of Subrogation

11.12.4 WORKERS' COMPENSATION

Limits of Liability
Statutory State of Florida

11.12.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Combined Single Limit	
Each Occurrence	$1,000,000
General Aggregate Limit	$2,000,000
Deductible	not to exceed 10%

11.12.6 The Town is required to be named as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT. Any exclusions or provisions in the insurance maintained by the CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable and shall be considered a breach of contract.

11.12.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

NOTE: TOWN PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of his liability and obligation under this section or under any other section of this Agreement.

The CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the TOWN at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the TOWN shall:

A. Suspend the Agreement until such time as the new or renewed certificates are received by the TOWN.

B. The TOWN may, at its sole discretion, terminate the Agreement for cause and seek damages from the CONSULTANT in conjunction with the violation of the terms and conditions of the Agreement.

11.13. REPRESENTATIVE OF TOWN AND CONSULTANT

11.13.1. The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more TOWN employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.13.2. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

11.14. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

11.15. CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

11.16. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.17. THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor TOWN intends to benefit a third party directly or substantially by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.18. CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize Sub-Consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such Sub-Consultants, by written contract, from having any conflicts as within the meaning of this Section.

11.19. CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision the Town Commission shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

11.20. WAIVER OF BREACH AND MATERIALITY

Failure by TOWN to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

11.21. COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.22. SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

11.24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 to 11 of this Agreement shall prevail and be given effect.

11.25. APPLICABLE LAW AND VENUE

This Agreement shall be construed with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, and in the event of federal jurisdiction, in the Southern District of Florida.

11.26. EXHIBITS

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

11.27. THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.28. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

TOWN:	Public Services Director Town of Pembroke Park 3150 S.W. 52nd Avenue Pembroke Park, FL 33023 Telephone: (954) 966-4600
With a copy to:	Town Manager Town of Pembroke Park 3150 S.W. 52nd Avenue Pembroke Park, FL 33023
CONSULTANT:	Craig A. Smith and Associates, LLC 21045 Commercial Trail Boca Raton, FL 33486 Telephone: (954) 782 8222

11.29. ATTORNEY FEES

If TOWN or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

11.30. PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use, and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.31. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by

which the TOWN determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

11.32. EVALUATION

The TOWN maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the TOWN and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in TOWN projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

11.33. STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the Town of Pembroke Park, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

AGREEMENT

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

TOWN

WITNESSES:

Stephanie Woodbury
(Witness print name)

Susan Reutlinger
(Witness print name)

TOWN OF PEMBROKE PARK

By _____
GEOFFREY JACOBS, Mayor

By _____
J.C. JIMENEZ, Town Manager

(CORPORATE SEAL)

TOWN OF PEMBROKE PARK
DECEMBER 10 A.D. 1957
SEAL
BROWARD COUNTY, FLORIDA

ATTEST:

_____
MARLEN D. MARTELL, Town Clerk

Approved as to form:

_____
MELISSA P. ANDERSON,
Town Attorney

CONSULTANT

WITNESSES:

Lori K. Kovacs
Lori K. Kovacs
(Witness print name)

Linda Komoniewski
LINDA KOMONIEWSKI
(Witness print name)

Craig A. Smith and Associates, LLC

By _____

Name: STEPHEN C. SMITH

Title: PRESIDENT

ATTEST:

By_____

(CORPORATE SEAL)

STATE OF Florida : COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 22nd day of June ,2022 , by Stephen C Smith and _____ respectively, of Craig A Smith & Assoc.

They are ✓ personally known to me or ___ have produced _____ as identification.

(SEAL)

Notary Public State of Florida
Andrea Cole
My Commission GG 353948
Expires 07/11/2023

Notary Public, State of
(Signature of Notary Taking Acknowledgment)

Andrea Cole
Name of Notary Typed, Printed or Stamped

7.11.2023
My Commission Expires

GG 353948
Commission Number

A-28

EXHIBIT "A"

SCOPE OF SERVICES

1. Ability to provide specialized training to Town staff in Civil Engineering and Construction Inspection related areas. Person(s) providing the training must demonstrate their experience in the subject matter and be able to provide requisite expert advice to Town staff.
2. Building renovations
3. Coordination with the Town staff, Town Consultants, and Contractors
4. Coordination with the utilities such as FPL, Comcast, and ATT
5. Construction observation / inspection
6. Engineering analysis, cost estimates and reports
7. Erosion and sediment control design
8. Grant Management Services for Federal, State, and Local programs to monitor the administrative, financial, and program-specific terms and conditions, special conditions, or other requirements that must be complied with
9. Neighborhood improvements and beautification
10. Participation in the implementation of the projects
11. Pavement marking and signage design
12. Planning and Zoning requirements
13. Preparation of construction documents
14. Preparation of project rendering and presentation material
15. Project Construction Management
16. Project permitting
17. Roadway and site design
18. Shop drawing review
19. Site grading and storm water runoff modeling and design
20. Surveying and mapping
21. Temporary Traffic Control (TTC) formerly Maintenance of Traffic (MOT)
22. Underground utility design such as water mains, storm water, and sanitary sewer system

The Consultant shall be familiar with different agency's permitting regulations and requirements and the Town's design criteria, standards, and specifications.

EXHIBIT "B"

CRAIG A. SMITH AND ASSOCIATES HOURLY BILLING RATES FOR TASK ORDERS

TOWN OF PEMBROKE PARK
3150 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 - Fax (954)966-5186

REGULAR COMMISSION MEETING MINUTES
Wednesday, August 10, 2022 at 7:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuveille
Clerk Commissioner William Hodgkins

Town Manager JC Jimenez
Town Attorney Melissa P. Anderson
Town Clerk Marlen D. Martell

1 CALL TO ORDER Meeting called to order at 7:11 PM

2 PLEDGE OF ALLEGIANCE Led by Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 0:00 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor; Reynold Dieuveille, Vice Mayor; and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Melissa Anderson, Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Robert Clark, Public Services Director; Miguel Nunez, Building Official; David Howard, Interim Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer; Joy Brown, Executive Assistant to the Chief of Police and Commission/Events Coordinator; Lucie Manzerolle, Building Manager; Dierdre Davis, Administrative Assistant; Mark Pakula, Information Technology Director; Myriam Jacques, Deputy Public Services Director; Bill Gordon, Captain; Marc Tallentire, Officer; Ra Shana Dabney-Donovan, Major; and Wade Douty, Sergeant.

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA remove 10.2; 10.3. Move 10.4 to the Workshop
MOTION TO ACCEPT AGENDA WITH CHANGES
MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

5 PRESENTATIONS / PROCLAMATIONS
5.1 Marty Kiar, Broward County Property Appraisal
Marty Kiar spoke on record

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE NONE

7 CONSENT AGENDA
7.1 BODY WORN CAMERA (BWC) - Interim Police Chief Howard

7.2 Retroactive pay for Joy Brown - Mayor Jacobs

7.3 Raymond P. Oglesby Preserve - roof repair - Public Services Director Clark

7.4 Stormwater Master Plan - Public Services Director Clark

7.5 Proposal for the Wastewater Master Plan Update - Public Services Director Clark

7.6 Premium Pay for Essential Workers - Town Manager Jimenez, Public Services Director Clark
MOTION TO APPROVE THE CONSENT AGENDA
MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

8 RESOLUTIONS NONE

9 ORDINANCES - 1ST READING
9.1 Towing Ordinance - Town Attorney Anderson
ORDINANCE NO. 2022-007
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **DELETING SECTION 13-7 "PAYMENT OF TOWING AND STORAGE FEES PRIOR TO RELEASE OF VEHICLE" WITHIN CHAPTER 13 "JUNKED, WRECKED AND ABANDONED VEHICLES"; UPDATING AND AMENDING DIVISION 4 "TOW AWAY ZONES" WITHIN CHAPTER 25 "TRAFFIC AND VEHICLES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES;** SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.
Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment
MOTION TO APPROVE ORDINANCE 2022-007
MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

9.2 Addition to Noise Ordinance (Chapter 17) - Building Official Nunez
ORDINANCE NO. 2022-009
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING AND UPDATING "CHAPTER 17 – NOISE" OF TOWN'S CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES;**

SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.
Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment
MOTION TO APPROVE 2022-009
MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

9.3 Unsafe Structures Board - Building Official Nunez
ORDINANCE NO. 2022-008
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING AND UPDATING ARTICLE VII "UNSAFE BUILDINGS" WITHIN "CHAPTER 5 – BUILDINGS AND BUILDING REGULATION" OF TOWN'S CODE BY ADDING A SECTION ESTABLISHING THE TOWN'S OWN UNSAFE STRUCTURES BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES;** SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.
Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment
MOTION TO APPROVE 2022-008
MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

9.4 Ordinance Amending Section 28-279 of the Code - Town Attorney Anderson
ORDINANCE NO. 2022-010
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING SECTION 28-279 "RESPONSIBILITY FOR CONNECTION TO TOWN SYSTEM" WITHIN CHAPTER 28 "ZONING" AND MOVING THE SECTION TO CHAPTER 26 "UTILITIES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES;** SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.
Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment
MOTION TO APPROVE ORDINANCE 2022-010
MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

10 NEW BUSINESS
10.1 Third Amendment to memorandum of understanding regarding collaborative study and subsequent development of an integrated solid waste and recycling system - Mayor Jacobs, Town Manager Jimenez

RESOLUTION NO. 2022-011
A RESOLUTION OF THE TOWN COMMISSION/COUNCIL OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING THE CONSENT TO TERMS OF THIRD AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN BROWARD COUNTY AND SETTLING MUNICIPALITIES WHICH PERTAINS TO CITY OF SUNRISE V. BROWARD COUNTY (CASE NO. CACE-013-015660) ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN;** AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment
MOTION TO APPROVE ORDINANCE 2022-011
MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

10.2 BSO Interim Police Services Agreement - Town Attorney Anderson
Item removed from the Agenda

10.3 BSO Fire Contract - Town Attorney Anderson
Item removed from the Agenda

10.4 S.W. 52nd Avenue - sinkhole repair - Public Services Director Clark
Item moved to Workshop

11 OLD BUSINESS
11.1 Waiver of Prosecution - Town Attorney Anderson
RESOLUTION NO. 2022-012
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A WAIVER OF PROSECUTION IN REGARD TO THE CASE OF RAULIN SANTANA (CASE NO. #22-1121DLB) SO THAT DEFENDANT CAN PROVIDE RESTITUTION TO THE TOWN THROUGH COMMUNITY SERVICE, REQUESTING THE STATE ATTORNEY TO APPROVE A WAIVER OF PROSECUTION, AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE REQUEST FOR WAIVER OF PROSECUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
MOTION TO APPROVE RESOLUTION 2022-012
MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

11.2 Waiver of Prosecution - Town Attorney Anderson
RESOLUTION NO. 2022-013
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A WAIVER OF PROSECUTION IN REGARD TO THE CASE

OF JAMARI PAUL (CASE NO. #22-1121DL) SO THAT DEFENDANT CAN PROVIDE RESTITUTION TO THE TOWN THROUGH COMMUNITY SERVICE, REQUESTING THE STATE ATTORNEY TO APPROVE A WAIVER OF PROSECUTION, AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE REQUEST FOR WAIVER OF PROSECUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
MOTION TO APPROVE RESOLUTION 2022-013
MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

12 DISCUSSION
12.1 Public Services Department - Mayor Jacobs
DISCUSSION REGARDING SIDE WALK MAINTENANCE

12.2 Litigation Representation - Mayor Jacobs
Joy to send Litigation Notice to Attorney

12.3 Town Attorney - Mayor Jacobs
Eric's complaint and results
David's complaint and results
MAYOR JACOBS PASSED THE GAVEL TO VICE MAYOR DIEUVEILLE
MOTION TO TERMINATE ATTORNEYS CONTACT WITH CAUSE
MOTION TO APPROVE MADE BY MAYOR GEOFFREY JACOBS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION OPPOSED 1-2 VICE MAYOR REYNOLD DIEUVEILLE AND CLERK COMMISSIONER WILLIAMS HODGKINS OPPOSED.

13 ATTORNEY REPORTS NONE

14 TOWN MANAGER REPORTS NONE

15 COMMISSION REPORTS CLERK COMMISSIONER HODGKINS - NONE
VICE MAYOR DIEUVEILLE - NONE
MAYOR JACOBS - Mayor stated that he is disappointed how things are going
Town Manager and Town Attorney to review expired Crossing Guard and FDOT Contracts.

16 ANNOUNCEMENTS

16.1 Food Drive, Saturday, August 13, 2022
Young Adults Forum hosted by State Representative Marie Woodson, Saturday, August 13, 2022 from 4:00 PM to 7:00 PM at Charles F. Dodge City Center, 601 City Center Way, Pembroke Pines, FL 33025

Special Magistrate Hearing, Wednesday, August 17, 2022 at 9:00 AM
Back to School, Saturday, August 20, 2022
Workshop Commission meeting, Wednesday, August 24, 2022 at 6:00 PM
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
Regular Commission Meeting, September 14, 2022 at 7:00 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

17 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 8:50 PM

Commission approved on: September 14, 2022

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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.

Master Plan Recommended Projects

- **Southwest 30th Street Project**

Complete the SW 30th Street project which includes Abandonment of all existing private and public Lift Stations (#13, 15, 33, 12, 11, and 10). along SW 30th Street. Install two new lift stations and gravity collection system. Connect the east lift station to the town's east system and connect the proposed west lift station to the town's west system.

- **Southwest 30th Avenue Project**

Install a gravity sewer collection system, including a lift station and force main, to take the S.W. 30th Avenue area between Pembroke Rd. and Hallandale Beach Blvd. off septic tanks.

- **Lift Station #14 Project**

Replace the following Lift Stations # 14 with a modern submersible lift station and valve box, constructed of concrete and supplied with modern electrical controls. The typical small duplex pump station will most likely have a pair of 10 to 15 HP pumps rated at 100 to 200 gpm at 100 feet total dynamic head (TDH).

- **Dale Village Sewer Rehabilitation Project**

Rehabilitate gravity sewer system for Dale Village located in the L/S #14 system.

- **Lift Station #17 Project**

Replace the following Lift Stations # 17 with a modern submersible lift station and valve box, constructed of concrete and supplied with modern electrical controls. The typical small duplex pump station will most likely have a pair of 10 to 15 HP pumps rated at 100 to 200 gpm at 100 feet total dynamic head (TDH). Line degraded gravity sewer system throughout the Lift Station #17 Basin.

- **Lift Station 22 & Lift Station 26 System Abandonment Project**

The gravity sewer systems affiliated to Lift Station 22 and 26 have considerable I & I issues. The mobile home/ RV park formally know as the Lakeside Mobile Home Park has no residents, . The system may be experiencing Inflow and Infiltration issues due to improper service disconnects during mobile home removal upon Mobile Home/RV Park closure. The majority of the sewer systems in this location could be sealed off and abandon to alleviate the town of continual operation, maintenance, inflow and infiltration from these systems and lift stations.

- **Town Code Enforcement Project**

Enforce the town code requiring all the properties with sanitary sewer access to connect into the system and pay sewer fees.

- **Lift Station 4 & Lift Station 5 Rehabilitation Project**

Rehabilitate Systems for LS 5 and LS 4 in Pembroke Park Lakes mobile home Park, by lining the gravity sewer and replacing the force main, redirecting the flow to the force main to SW 32 Avenue and Hallandale beach Blvd with backflow protection. Upgrade LS # 4 and #5 Pumps, Panels, and add SCADA.

- **Lift Station 18A Replacement, Gravity Sewer and Force Main Installation:** Combine gravity systems for LS 6, 7, 18, 18a, 23, 24, 25 and replace with one Lift Station at the current LS # 18A location, lining clay pipe and replacing lines as necessary to redirect flow to the new station. Install gravity sewer and new Lift Station at a depth necessary to combine all gravity systems associated with the said lift stations. Replace Force Main from new lift station at 18A to Park Road Force Main at the intersection of Park Road an Hallandale Beach Blvd.
    - Phase I: 18A lift station replacement and gravity sewer Installation and force main. Install SCADA system and generator.
    - Phase II: Lift Station #24 and #25 abandonment and connect by gravity to new Lift Station #18A. Rehabilitation of gravity systems for LS #24 and #25.
    - Phase III: Lift Station #7 and #23 abandonment. Install gravity sewer from Systems #7 and #23 to new lift station #18A. Abandon old force main.
    - Phase IV: Lift Station # 1 and #6 abandonment. Install gravity sewer from systems #1 and #6 to new lift station #18A. Abandon old force main.

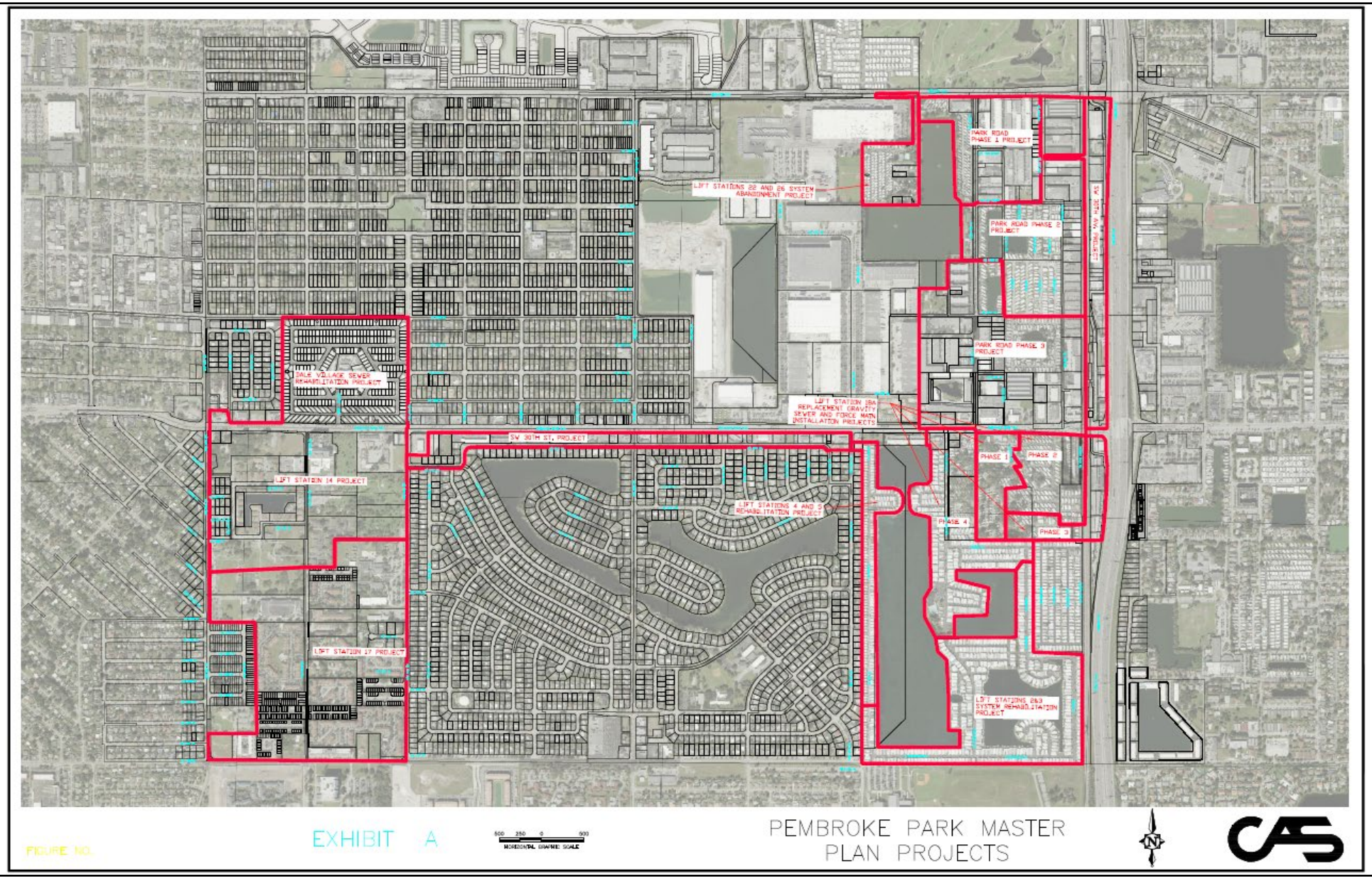
- **Lift Station 2 and Lift Station 3 System Rehabilitation Project**

Line gravity system 3 and replace the force main from LS 3 to LS 5 on West Lake Drive. Line gravity system for LS 2 and replace and reroute lift station force main along Lakeshore Drive to force main at LS #3.

- **Park Road Sewer Phase 1:** Install Gravity Sewer along Park Road from Carolina Street to Pembroke Road Rehabilitation LS 16 to serve additional flows.

- **Park Road Sewer Phase 2:** Combine gravity sewer system for LS 29, LS 30, LS 31, by installing gravity system from LS 31 along SW 30th Court collect LS 30 and LS 29. Install gravity sewer from Carolina Street to SW 24th Street. This project will also eliminate approximately 10 septic systems along Park Road. Upgrade Force Main from 24th Street to Carolina St.

- **Park Road Sewer Phase 3:** Combine gravity systems for LS 9, 32, by installing a gravity sewer line along Park Road from 24th Street to LS 34/Master LS. Add gravity sewer along SW 25th Street from LS 32 to proposed gravity sewer on Park Road. Add gravity Sewer from LS 9 to proposed gravity sewer on Park Road. Upgrade Park Road FM up Park Road from Hallandale Beach BlVD.


PARK ROAD PHASE 1 PROJECT
LIFT STATIONS 22 AND 26 SYSTEM ABANDONMENT PROJECT
PARK ROAD PHASE 2 PROJECT
SW 30TH AVE. PROJECT
PARK ROAD PHASE 3 PROJECT
DALE VILLAGE SEWER REHABILITATION PROJECT
LIFT STATION 18A REPLACEMENT GRAVITY SEWER AND FORCE MAIN INSTALLATION PROJECTS
SW 30TH ST. PROJECT
PHASE 1
PHASE 2
LIFT STATION 14 PROJECT
LIFT STATIONS 4 AND 5 REHABILITATION PROJECT
PHASE 4
PHASE 3
LIFT STATION 27 PROJECT
LIFT STATIONS 2&3 SYSTEM REHABILITATION PROJECT
FIGURE NO.
EXHIBIT A
500 250 0 500
HORIZONTAL GRAPHIC SCALE
PEMBROKE PARK MASTER PLAN PROJECTS
N
CAS

Storm Water Projects

25th Street Project:

This project is currently ready to be bid for construction. The project will alleviate the flowing in the area of Park Road, James Road and Park Lane. Task required to move project forward:

- Request engineering proposals for bidding, construction observation, and project closeout services.
- Bid Project
- Award Bid
- Construct Project, Closeout Project and place constructed infrastructure into service.

Park Upgrades

Task Progress Park Upgrades

- Finish Environmental
- Prepare Park Master Plan
- Secure Funding
- Prepare Plans
- Bid Projects
- Construct Projects

EXHIBIT A KEYMAP

PEMBROKE PARK PRESERVE

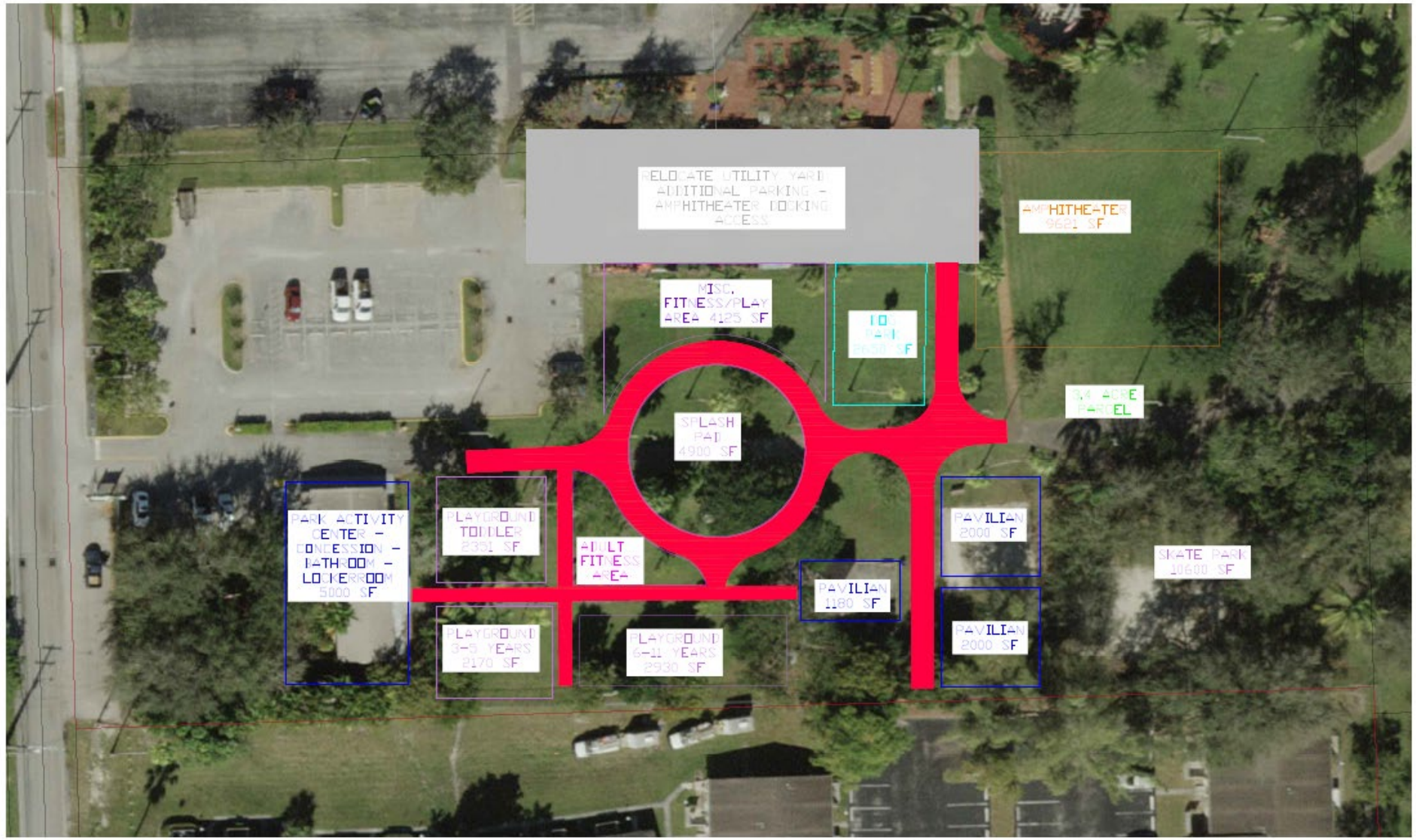


EXHIBIT B PRELIMINARY SITE PLAN

PEMBROKE PARK
PRESERVE

AGENDA ITEM REPORT

To:

Subject: Stormwater Master Plan

Meeting: 01 24 2024 WORKSHOP COMMISSION MEETING - Jan 24 2024

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The stormwater master plan was approved by the Commission on 8/10/22. The P.O. was issued 9/30/22 to Kimley-Horn.

FINANCIAL IMPACT:

Total cost: $143,500.00

ATTACHMENTS:

2268_001
AGR22-03 Kimley-Horn CCSA

	Status:
Aleem Ghany, Public Services Director	Approved - Jan 18 2024
Jacobs Horowitz, Interim Town Attorney	Pending
Christian Noel, Accounts Payable	None
Marlen Martell, Town Clerk	None

PEMBROKE PARK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
PH: (954) 966-4600
FAX: (954) 961-4760

PURCHASE ORDER

PO Number: 305817 **Date:** 09/30/2022

Requisition #: 305817 **Vendor #:** 52618

ISSUED TO: Kimley-Horn and Associates Inc.
8201 Peters Road
Suite 2200
Plantation, FL 33324-

SHIP TO: Town of Pembroke Park
Attn:Stormwater Department
3150 SW 52nd Avenue
Pembroke Park, FL 33023

ITEM	UNITS DESCRIPTION	GL ACCT #	PRICE	AMOUNT
1	0 Stormwater master plan	401-941003-693200-00-3337	0.00	143,500.00

SUBTOTAL:	143,500.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	143,500.00

Authorized by: _____

1. Original invoice with remittance slip must be sent to: Pembroke Park, 3150 SW 52nd Avenue, Pembroke Park, FL 33023.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the Park.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The Park is exempt from all federal excise and state tax – ID# 59-0968454

Finance Department (954) 966-4600 Ext. 237 FAX (954) 961-4760

Kimley»Horn

July 13, 2022

Mr. Robert Clark
Public Services Director
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

RE: ***Stormwater Masterplan Update #1***
Pembroke Park, FL

Dear Mr. Clark:

Kimley-Horn and Associates, Inc., (hereinafter referred to as "Consultant", "We" or "Kimley-Horn"), in connection with the Town of Pembroke Park "Civil Engineering Consultant Services Agreement RFQ 22-03" is pleased to submit this proposal to the Town of Pembroke Park, (hereinafter referred to as "Client" or "Town"), to provide professional services associated with updating the Town's Stormwater Master Plan.

Project Understanding

The Town was incorporated on December 10, 1957 and the original Stormwater Master Plan (SWMP) was completed in July 2001. The Town of Pembroke Park currently operates stormwater management facilities and programs within the Town. To address flood protection for its residents the Town seeks to identify and address critical issues through the creation and implementation of a Stormwater Master Plan. The SWMP update will include a Capital Improvement Plan (CIP) that addresses ten priority stormwater improvement projects (basins) throughout the City based on observed flooding, flood complaints, roadway conditions, traffic volumes, and hydraulic analysis. The SWMP update will also include the development of an Operation and Maintenance program with an annual budget to improve the condition and performance of the Town's new and existing stormwater infrastructure.

The intent of this SWMP Update is to enable the Town to examine the performance of the existing stormwater infrastructure, the effectiveness of the current Operation and Maintenance program and to identify prioritized capital improvement projects for future system improvements, improved stormwater management, and water quality improvements throughout the Town of Pembroke Park. In addition, this SWMP Update will review, and address impacts associated with sea level rise, resiliency, and changes in the construction industry that should be reviewed and incorporated into the budgets for the stormwater program.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – PROJECT INITIATION/MEETINGS

The purpose of this task is to initiate the project including identifying project protocols and establishing the necessary coordination between the Kimley-Horn and Town staff. Kimley-Horn will

conduct a project Kick-off meeting after receiving notice to proceed from the Town. At this meeting, information will be reviewed about previous storm water management efforts and experiences, particularly those relative to ongoing flooding and pavement deterioration within the Town. The meeting will address the project schedule, coordination requirements, project goals, and project objectives.

Up to four (4) coordination meetings may be required between the Town and Kimley-Horn throughout the duration of the project.

Deliverables:

Kickoff meeting and four (4) coordination meetings

TASK 2 – STORMWATER DATA COLLECTION

Kimley-Horn will collect and evaluate information contained in the original Storm Water Master Plan and readily available information that has been prepared since completion of the original Storm Water Master Plan. The data collection will be limited to the Town's corporate limits and offsite areas that directly impact the Town's drainage system. Types of data that may be collected by Kimley-Horn include:

1. NPDES Permit information and data (from the Town and Broward County)
2. Town ordinances, regulations or guidelines for storm water management
3. Storm Water management and land use Geographic Information System (GIS) coverage (from Town)
4. Design and record drawings of completed or proposed storm water management/drainage projects
5. Citizen complaint reports/Public Works Department Work Orders (from Town)
6. Records of storm water management problem areas (from Town)

Kimley-Horn will prepare a brief memorandum summarizing the data collected to support the development of the Storm Water Master Plan Update. This memorandum will also include identification of additional data needs, if any, to complete the Plan. This task does not include physically collecting field data such as topographic surveys or geotechnical testing.

As part of this task, Kimley-Horn will build upon the field inventory of the Town owned and operated primary and secondary storm water system that was initiated with the original SWMP. This inventory will be limited to identifying and logging a total of 50 storm water structures or facilities through visual observation. The intent of the inventory will be to determine the general maintenance condition of storm water structures, outfalls, and facilities throughout the Town not reviewed as part of previous master planning efforts.

Deliverables:

Data Collection memorandums

TASK 3 - STORMWATER MASTER PLAN UPDATE

The result of this task is to develop a Stormwater Master Plan Update that utilizes the services performed and information collected in Tasks 1 and 2. This task will be conducted in the following three sub-tasks.

3.1 Existing Problems/Needs Assessment
3.2 Hydrologic/Hydraulic Modeling
3.3 Summary of Needed Improvements/Capital Improvements Plan (CIP)
3.4 Resiliency Alternatives

3.1 Existing Problems/ Needs Assessment

Kimley-Horn will meet with Town Staff to review stormwater complaints, identify the locations of stormwater problem areas and collect information relative to problem nature, and severity. In addition, Kimley-Horn will visit the Town during major storm events (rainfall lasting more than one-hour) that occur during the data collection and existing problems/needs assessment phases. The purpose of the visits will be to identify additional stormwater problem areas (locations where roadway flooding extends across an entire travel lane or where buildings appear to be in danger of flooding). Once these areas have been identified, the drainage deficiency map will be modified depicting the stormwater problem areas remaining as they relate to the current stormwater master plan and the additional stormwater problem areas identified as part of this assessment. This exhibit will be provided to the Town for review.

Once the exhibit depicting stormwater problem areas has been created, Kimley-Horn will meet with the Town to identify up to eight (8) Priority Sub-basins for Hydrologic/ Hydraulic modeling. The selection of the Priority Sub-basins will be based on the Sub-basin boundaries defined in the previous Stormwater Master Plan and the severity of stormwater problems within each Sub-basin. The exhibit will also indicate stormwater improvements that have been completed since the previous SWMP.

3.2 Hydrologic/Hydraulic Modeling

Kimley-Horn will develop a hydrologic/hydraulic (H/H) stormwater model to evaluate the Priority Sub-basins. All stormwater facilities within a Priority Sub-basin may not be included in the model if they are not required to evaluate the area. Kimley-Horn will develop hydrologic and hydraulic stormwater models for the selected Sub-basins using SFWMD Cascade or another model acceptable to the Town. Typical data required for these models include:

- Stage/Storage relationships
- Time of Concentration
- Soils Infiltration/Storage
- Impervious Areas

- Curve Number/Runoff Coefficient
- Stormwater Facility Information
- Rainfall Data
- Flow Data
- Conceptual Sea Level Rise Impacts

The design level of service (LOS) goal for each Priority Sub-basin will be based on recommendations contained in the original Stormwater Master Plan. Kimley-Horn will execute the model for the following storm events:

- 5-year/ 24-hour
- 10-year/ 24-hour
- 25-year/ 72-hour
- 100-year/ 72-hour

Model input and results of existing condition model will be reviewed with the Town prior to proceeding with modeling of alternative solutions. The alternative solutions will include stormwater management practices that may be required to accommodate the change in level of service due to stormwater resiliency impacts. Utilizing the H/H model Kimley-Horn will evaluate up to two alternative solutions for each of the selected Priority Sub-basins. The recommended improvements may include both structural and nonstructural controls to address the storm water management problems identified.

In addition to storm water management, Kimley-Horn will utilize a spreadsheet model to estimate storm water quality or pollutant load reductions for total suspended solids, total phosphorus, and total nitrogen based on existing load use and proposed water quality improvements.

3.3 Summary of Needed Improvements/Capital Improvements Plan (CIP)

Utilizing the results of the above outlined tasks, Kimley-Horn will summarize the improvements that are needed to upgrade the level of service for the Town's stormwater system. This task will be summarized in a prioritized manner and will address the opinion of probable cost associated with each improvement.

The Town's CIP will be presented in a spreadsheet format. Each project will be outlined with a description and corresponding budget. A brief summary of each project including anticipated pollutant load reduction will be included as part of the CIP. The CIP will include updated budgets for projects included in the previous SWMP as well as budgets for improvements to meet level of service goals in the Priority Sub-basins identified in this SWMP Update, and Operation and Maintenance costs for the Town's storm water system. This scope of work does not include evaluation of the stormwater utility management report, review of the current stormwater utility rate, additional data for project funding, MS4, or CRS compliance. Those evaluations or supporting documentation can be provide for specific basins as an additional service.

Upon completion of the above noted sub tasks, Kimley-Horn will prepare and distribute a draft copy of the Stormwater Master Plan Update to the Town. Kimley-Horn will meet with the Town staff to present the contents of the report.

Kimley-Horn will incorporate comments from the Town staff and submit the final Stormwater Master Plan Update.

3.4 Resiliency Alternatives

By updating the Town's current Stormwater Master Plan, the Town is leading the way in resiliency planning and combating flooding by focusing on the effects of sea level rise. The intent of this SWMP Update is to develop a capital improvement program that will ultimately protect and enhance the quality of life of its residents and visitors and improve the long-term outlook for future generations. The Town recognizes that their residents have experienced hurricanes and tidal events that have directly impacted their community, and this project illustrates that the Town shares the same level of urgency to implement the resiliency goals and objectives that will be outlined in this SWMP Update.

As part of this Task, we will evaluate flood control LOS, vulnerability, resiliency, and potential risk for the Primary Stormwater Management System and infrastructure from existing sea level conditions and tides (normal ranges of high tides and extreme event surges generated from severe storm events) based on the model results from Task 3.2. We will account for resiliency by raising the water table level twelve inches (12"). The designs will then utilize best management practices to account for the reduction in ground water storage resulting from the raised water table. As part of reviewing resiliency alternatives, the Consultant will focus on cost-effective solutions and work closely with the Town to develop a phased approach that makes economic sense.

Additionally, the Consultant will discuss with the Town the current design level of service goals to see if modifications are necessary.

This task does not include the design or feasibility of stormwater pump stations to address stormwater management. If the intent is to add stormwater pump stations that would be an additional service.

Deliverables:

- Draft Report
- Final Report

TASK 4 – VULNERABILITY ANALYSIS

Kimley-Horn will collect and evaluate information related to vulnerabilities associated with sea level rise, storm surge, and extreme "king" tides. This task includes collecting publicly available sea level rise projections for the Town, NOAA Sea, Lake, and Overland Surges from Hurricanes (SLOSH) storm surge inundation maps for the Town, and NOAA tidal information for the nearest tidal gauge to the Town. Kimley-Horn will review up to 15 years of historic tidal information to understand the extent to which king tides are currently experienced within the Town.

Kimley-Horn will review the Town's existing GIS layers to determine their completeness with regards to understanding pathways for inundation for sea level rise, storm surge, and king tides. Kimley-Horn will communicate what additional infrastructure, if any, is necessary to be inventoried or surveyed to complete this dataset.

Kimley-Horn will review the collected Town GIS layers and underlying vulnerability information to prepare a series of maps of all roadways vulnerable to flooding due to their elevation, connection to receiving waters, and overlay with publicly available vulnerability layers. These maps will be used to identify roadways or portions of roadways subject to potential flooding for various storm surge and sea level rise scenarios. This analysis includes the analysis of up to five scenarios, to be selected by the Town. A scenario is defined as a vulnerability, such as king tides or the storm surge associated with a Category 1 storm, with a certain level of potential future sea level rise applied, such as the NOAA Intermediate-High projection for 2050 or 2070.

Deliverables:

- PDF maps and GIS layers of the roadway assets shown to be vulnerable to the five selected potential flooding scenarios

Additional Services

The following services are not included in the scope of services, but can be provided as additional services if authorized by you:

1. Environmental surveys, studies, or reports
2. Temporary and/or permanent easement development/acquisition

Schedule

We will provide our services within a reasonable length of time to meet a mutually agreed upon schedule.

Fee and Billing

Kimley-Horn will perform the Scope of Services in **Tasks 1-4** for the lump sum fee below. Individual task amounts are informational only.

Task No.	Description	Fee
1	Project Initiation/Meetings	$7,500
2	StormWater Data Collection	$46,000
3	Stormwater Master Plan Update	$70,000
4	Vulnerability Analysis	$20,000
	Total Lump Sum Fee	***$143,500***

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Closure

The terms and conditions of Town of Pembroke Park "Civil Engineering Consultant Services Agreement" Contract; RFQ 22-03 shall govern this scope of services.

We appreciate this opportunity to submit this proposal. Please contact Stefano Viola at 954-535-5133 if you have any questions.

Very truly yours,

By: Gary R. Ratay P.E.
Vice President

Stefano Viola, P.E.
Project Manager

O:\Stefano\Pembroke Park\2022 General Services\Stormwater Master Plan Part I\Pembroke Park SWMP Update Proposal.docx

AGREEMENT

Between

Town of Pembroke Park

and

Kimley-Horn and Associates, Inc.

---

for

CIVIL ENGINEERING CONSULTANT SERVICES

RFQ22-03 Date - Tuesday, March 29, 2022

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 31st day of May 2022 by and between:

TOWN OF PEMBROKE PARK, a municipal Corporation of the State of Florida, (hereinafter referred to as "TOWN")

and

Kimley-Horn and Associates, Inc. a Corporation authorized to do business in the State of Florida, (hereinafter referred to as "CONSULTANT").

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida at its meeting of May 11th, 2022 authorized by motion the execution of this Agreement between CONSULTANT and TOWN authorizing the performance of services in connection with a continuing contract for Civil Engineering Consultant Services; and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the parties hereto, do agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

2.1. **AGREEMENT:** Means this document between the TOWN and CONSULTANT dated May 31st, 2022 and any duly authorized and executed Amendments to Agreement.

2.2. **CERTIFICATE FOR PAYMENT:** A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that TOWN pay identified amounts to the Contractor for services performed by the Contractor at the Project.

2.3. **CHANGE ORDER:** A written order to the Contractor, addressing modifications to the Contract Documents, and establishing the basis of payment and contract time adjustment, if any, for the work affected by such modifications. The CONSULTANT may review and make recommendations to the TOWN on any proposed Change Orders, for approval or other appropriate action by the TOWN.

2.4. **TOWN:** The Town of Pembroke Park, a municipal corporation of the State of Florida.

2.5. **COMMISSION:** The Town Commission of the Town of Pembroke Park, Florida, which is the governing body of the TOWN government.

2.6. **CONSTRUCTION COST:** The total construction cost to TOWN of all elements of the Project designed or specified by the CONSULTANT.

2.7. **CONSTRUCTION COST LIMIT:** A maximum construction cost limit established by the TOWN defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.

2.8. **CONSTRUCTION DOCUMENTS:** Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship, and other requirements for construction of the entire Project, including any bidding information.

2.9. **CONSULTANT: Kimley-Horn and Associates, Inc.,** the CONSULTANT selected to perform professional services pursuant to this Agreement.

2.10. **CONTRACT ADMINISTRATOR:** The Town Engineer / Public Services Director of the Town of Pembroke Park, or designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

2.11. **CONTRACTOR:** One or more individuals, firms, corporations, or other entities identified as such by a written agreement with TOWN ("Contract for Construction") to perform the construction services required to complete the Project.

2.12. **ERROR:** A mistake in design, plans and/or specifications where the error was constructed or was under construction and required retrofitting, replacement and/or additional cost action to correct the error. Also includes mistakes in design, plans, specifications and/or shop drawings review that led to materials and/or equipment being ordered and/or delivered where additional cost are incurred.

2.13. **FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS:** A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.

2.14. **NOTICE TO PROCEED:** A written Notice to Proceed with the Project issued by the Contract Administrator.

2.15. **OMISSION:** A scope of work missed by the CONSULTANT, including a quantity miscalculation, which was later discovered and added by Change Order. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.

2.16. **ORIGINAL CONTRACT PRICE:** The original bid and/or contract price as awarded to a CONTRACTOR based upon the CONSULTANT'S final detailed Construction Documents of the Project.

2.17. **PLANS AND SPECIFICATIONS:** The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by TOWN as provided in this Agreement.

2.18. **PRELIMINARY PLANS:** The documents prepared by the CONSULTANT consisting of preliminary design drawings, renderings, and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.

2.19. **PROJECT:** An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by the CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the TOWN 's discretion.

2.20. **RESIDENT PROJECT REPRESENTATIVE:** Individuals or entities selected, employed, compensated by, and directed to perform services on behalf of TOWN, in monitoring the Construction Phase of the Project to completion.

2.21. **TASK ORDER:** A document setting forth a detailed scope of services to be performed by CONSULTANT upon authorization of the TOWN.

2.22. **TIME OF COMPLETION:** Time in which the entire work shall be completed for each Task Order.

ARTICLE 2
PREAMBLE

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

2.1. Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3
SCOPE OF SERVICES

3.1. The CONSULTANT shall perform the following professional services: Engineering Consultant Services, more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.

3.2. TOWN and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the TOWN in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by TOWN to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written TOWN approval is at CONSULTANT's sole risk.

ARTICLE 4
GENERAL PROVISIONS

4.1. Negotiations pertaining to the professional design, engineering, architectural and project management services to be performed by the CONSULTANT have been undertaken between CONSULTANT and a committee of TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

4.2. CONSULTANT shall include TOWN's specific Task Order number as part of the heading on all correspondence, invoices, and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5
TASK ORDERS

5.1. The Project will be divided into "Tasks."

5.2. Task Orders shall be jointly prepared by the TOWN and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement (and applicable TOWN purchasing code requirements).

5.3. Under all Task Orders and Projects, TOWN may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the TOWN, the following items:

5.3.1. Providing additional copies of reports, contract drawings and documents; and

5.3.2. Assisting TOWN with litigation support services arising from the planning, development, or construction.

5.4. Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed/Purchase Order from the TOWN. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.

5.5. If, in the opinion of the TOWN, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the TOWN shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the TOWN shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the TOWN, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the TOWN may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The TOWN may then decide, after Town Commission approval, to issue a new Task Order for the uncompleted work to another Consultant using the remaining funds. Any excess costs arising there from over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

6.1. The initial term of this Agreement shall be for three (3) years from the date of this Agreement. The TOWN shall have the option to renew this Agreement for two (2) successive one (1) year terms under the same terms, conditions, and compensation as set forth herein.

6.2. CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

6.3. Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed (NTP). CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.

6.4. In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by TOWN or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, TOWN shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify TOWN promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform TOWN of all facts and details related to the delay.

6.5. The time for the performance of services described in assigned Task Orders shall be negotiated by the TOWN and the CONSULTANT as the services are requested and authorized by the TOWN.

ARTICLE 7
COMPENSATION AND METHOD OF PAYMENT

7.1. AMOUNT AND METHOD OF COMPENSATION

The method of compensation for each Task Order shall be not to exceed as agreed upon per Task Order and described in Section 7.1.1 below.

7.1.1. Not To Exceed Amount Compensation

TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 7.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 8.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

7.2. REIMBURSABLES EXPENSES

7.2.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost.

Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. TOWN shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order.

Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and Sub-Consultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and Sub-Consultants various offices are not reimbursable under this Agreement.

Reimbursables shall include only the following listed expenses, unless authorized in writing by the Contract Administrator:

A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, TOWN, and other third parties retained or employed by any of them or (ii) submitted to TOWN for review, approval, or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.

B. Identifiable testing costs approved by Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.

D. Overnight Delivery/Courier Charges (when TOWN requires/requests this service).

7.2.2. Reimbursable Sub-Consultant expenses are limited to the items described above when the Sub-Consultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

7.2.3. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon and describes the maximum extent of TOWN's

obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If TOWN or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by TOWN prior to incurring such expenses.

7.3. METHOD OF BILLING

7.3.1. Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number monthly in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of said approval shall accompany the billing for such Reimbursables. The statement shall show a summary of salary costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and Sub-Consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category, Reimbursables by category, and Sub-Consultant fees on a task basis, so that total hours and costs by task may be determined.

7.4. METHOD OF PAYMENT

7.4.1. TOWN shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

7.4.2. TOWN will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, TOWN will inform CONSULTANT within ten (10) working days by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to TOWN.

ARTICLE 8
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

8.1. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

8.2. TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. TOWN shall compensate CONSULTANT for such additional services as provided in Article 7.

8.3. In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services, and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Manager for resolution. The Director's decision shall be final and binding on the parties. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

9.1. The CONSULTANT, following the TOWN's approval of the Construction Documents and of the Final Statement of Construction Cost, shall, when so directed and authorized by the TOWN, assist the TOWN in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. If requested, the CONSULTANT shall review and analyze the proposals received by the TOWN and shall make a recommendation for any award based on TOWN 's Purchasing Ordinance.

9.2. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the TOWN, shall meet with the TOWN's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the TOWN's direction, redesign each Project and/or work with the TOWN to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the TOWN. If negotiations between the TOWN and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices

or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the TOWN after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.

9.3. CONSULTANT shall provide TOWN with a list of recommended, prospective proposers for each project CONSULTANT prepares construction documents for TOWN.

9.4. CONSULTANT shall attend all pre-proposal conferences held in conjunction with projects for which it has prepared construction documents.

9.5. The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.

9.6. If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the TOWN, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the TOWN.

9.7. The TOWN shall make decisions on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. The CONSULTANT may also prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.

9.8. The TOWN shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering errors or omissions.

9.8.1. It is specifically agreed that any change to the work identified as an error on the part of the CONSULTANT shall be considered for purposes of this agreement to be an additional cost to the TOWN which would not be incurred without the error.

9.8.2. It is further specifically agreed for purposes of this agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an omission shall be considered an additional cost to the TOWN which would not be incurred without the omission. So long as the total of those two numbers (Change Order costs of errors plus fifteen percent (15%) of omissions) remains less than one and one-half percent (1½%) of the total Construction Cost of the Project, the TOWN shall not look to the CONSULTANT for reimbursement for errors and omissions.

9.8.3. Should the sum of the two as defined above (cost of errors plus fifteen percent (15%) of the cost of omissions) exceed one and one-half percent (1½%) of the Construction Cost, the TOWN shall recover the full and total additional cost to the TOWN as a result of CONSULTANT errors and omissions from the CONSULTANT, that being defined as the cost of errors plus fifteen percent (15%) of the cost of omissions.

9.8.4. To obtain such recovery, the TOWN shall deduct from the CONSULTANT's fee enough to recover all such additional cost to the TOWN.

9.8.5. In executing this Agreement, the CONSULTANT specifically agrees to the reasonableness of these calculations and to the TOWN's right to recover same as stated above. The recovery of additional costs to the TOWN under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the TOWN may otherwise incur.

9.8.6. The Contract Administrator's decision as to whether a Change Order is caused by an error or caused by an omission shall be final and binding.

ARTICLE 10
TOWN'S RESPONSIBILITIES

10.1. TOWN shall assist CONSULTANT by placing at CONSULTANT's disposal all information TOWN has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

10.2. TOWN shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

10.3. TOWN shall review the itemized deliverables/documents identified per Task Order.

10.4. TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 11
MISCELLANEOUS

11.1. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates, and Consultants, pursuant to this Agreement shall be owned by the TOWN.

Drawings, specifications, designs, models, photographs, reports, surveys, and other data prepared in connection with this Agreement are and shall remain the property of the TOWN whether the Project for which they are made is executed or not and are subject to reuse by the TOWN in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the TOWN or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve the CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of the CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle the CONSULTANT to further compensation at rates to be agreed upon by the TOWN and the CONSULTANT. This shall not limit the TOWN's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2. TERMINATION

11.2.1. It is expressly understood and agreed that the TOWN may terminate this Agreement at any time by giving the CONSULTANT notice by telephone, or personally to one of the officers of the CONSULTANT, confirmed by certified mail, return receipt requested, to the principal office of the CONSULTANT. If the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. If the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to the TOWN within five (5) days of TOWN’s request. Upon payment of such sum by TOWN to CONSULTANT, TOWN shall have no further duties or obligations pursuant to or arising from this Agreement. CONSULTANT shall have the right to terminate this Agreement upon the substantial breach by the TOWN of its obligations under this Agreement such as unreasonable delay in payment or non-payment of undisputed amounts.

11.2.2. This Agreement may also be terminated by TOWN upon such notice as TOWN deems appropriate under the circumstances in the event TOWN or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.2.3. Notice of termination shall be provided in accordance with Section 11.28, NOTICES, except that Contract Administrator may provide a prior verbal stop work order as provider in Section 11.2.1 if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.28, NOTICES.

11.2.4. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the TOWN. Upon being notified of TOWN's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall TOWN make payment for services which have not been performed.

11.3. AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

11.4. PUBLIC RECORDS

To the extent CONSULTANT is acting on behalf of TOWN as stated in Section 119.0701, Florida Statutes, CONSULTANT shall:

a. Keep and maintain public records required by TOWN to perform the services under this Agreement;

b. Upon request from TOWN, provide TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to TOWN; and
d. Upon completion of this Agreement, transfer to TOWN, at no cost, all public records in possession of CONSULTANT upon termination of this Agreement or keep and maintain public records required by TOWN to perform the services. If CONSULTANT keeps and maintains public records upon completion of this Agreement, TOWN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to TOWN upon request in a format that is compatible with the information technology systems of TOWN.

The failure of CONSULTANT to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling TOWN to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to TOWN, who will be responsible for responding to any such public records requests. CONSULTANT will provide any requested records to TOWN to enable TOWN to respond to the public records request.

Any material submitted to TOWN that CONSULTANT contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT - TRADE SECRET." In addition, CONSULTANT must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to TOWN for records designated by CONSULTANT as Trade Secret Materials, TOWN shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by CONSULTANT. CONSULTANT shall indemnify and defend TOWN and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure or any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT (954) 966-4600, townclerk@tppfl.gov, 3150 SW 52 Avenue, Pembroke Park, FL 33023.

11.5. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

11.6. MINORITY PARTICIPATION

The CONSULTANT shall make a good faith effort to help the TOWN encourage MBE/WBE participation. The CONSULTANT will be required to document all such efforts and supply the TOWN with this documentation at the end of the Project, or in cases where projects are longer than one year, each TOWN fiscal year.

11.7. PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, Consultant or other provider and who has been placed on the convicted vendor list following a conviction for a "public entity crime", as defined by Section 287.133, Florida

Statutes, may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, Sub-Consultant, or Consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from TOWN's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.8. SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of $1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of $1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

11.9. SUB-CONSULTANTS

11.9.1. CONSULTANT may subcontract certain items of work to Sub-Consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the

proposed Sub-Consultant, including Subconsultant's scope of work and fees, for review and approval by the TOWN prior to Subconsultants proceeding with any work.

11.9.2. CONSULTANT shall utilize the Sub-Consultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of Sub-Consultants submitted by CONSULTANT.

The list of Sub-Consultants submitted is as follows:

_____

_____

_____

_____

_____

(or attach as an exhibit if more appropriate)

11.10. ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.9.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to TOWN's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of TOWN shall meet or exceed all professional standards of the State of Florida.

11.11. INDEMNIFICATION OF TOWN

11.11.1. CONSULTANT shall indemnify and hold harmless TOWN, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys" fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of the duties under this Agreement. The provisions of this Section shall survive the expiration or early termination of this Agreement. To the extent considered necessary by Contract Administrator and Town Attorney, any sums due to the CONSULTANT under this Agreement may be retained by TOWN until all of TOWN's claims

for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by TOWN.

11.11.2. It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights, and responsibilities contained herein and the award of this Agreement to the CONSULTANT.

11.11.3. The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the foregoing indemnification provision.

11.12. INSURANCE

11.12.1 CONSULTANT shall provide and shall require all of its Sub-Consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Professional Liability Insurance, Workers‟ Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall specifically protect TOWN and the Town Commission by naming TOWN and the Town Commission as additional insureds under the Comprehensive Liability Insurance policy hereinafter described.

A. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws, for the benefit of the CONSULTANT's employees.

B. Sub-Consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the Contract Administrator and Town's Risk Manager. Sub- Consultant and sub-contractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the Contract Administrator and Town's Risk Manager on a Task Order by Task Order basis.

C. The CONSULTANT shall provide the Risk Manager of the TOWN an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the TOWN shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the TOWN, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies

provided under Article 11 shall not be affected by any other policy of insurance, which the TOWN may carry in its own name.

D. CONSULTANT shall as a condition precedent of this Agreement, furnish to the Town of Pembroke Park, c/o Town Clerk's Office, 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.12.2 COMMERCIAL GENERAL LIABILITY

A. Limits of Liability
Bodily Injury and Property
Combined Single Limit

Each Occurrence	$1,000,000
General Aggregate Limit	$2,000,000
Personal Injury	$1,000,000
Products/Completed Operations	$1,000,000

B. Endorsements Required
Town of Pembroke Park included as an Additional Insured
Employees included as insured
Broad Form Contractual Liability Waiver of Subrogation
Premises/ Operations
Products/Completed Operations
Independent Contractors

11.12.3 AUTOMOBILE BUSINESS

A. Limits of Liability
Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto Including Hired, Borrowed or Non-Owned Autos
Any One Accident $1,000,000

B. Endorsements Required
Town of Pembroke Park included as an Additional Insured
Employees included as insured
Waiver of Subrogation

11.12.4 WORKERS' COMPENSATION

Limits of Liability
Statutory State of Florida

11.12.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Combined Single Limit	
Each Occurrence	$1,000,000
General Aggregate Limit	$2,000,000
Deductible	not to exceed 10%

11.12.6 The Town is required to be named as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT. Any exclusions or provisions in the insurance maintained by the CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable and shall be considered a breach of contract.

11.12.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

NOTE: TOWN PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of his liability and obligation under this section or under any other section of this Agreement.

The CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the TOWN at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the TOWN shall:

A. Suspend the Agreement until such time as the new or renewed certificates are received by the TOWN.

B. The TOWN may, at its sole discretion, terminate the Agreement for cause and seek damages from the CONSULTANT in conjunction with the violation of the terms and conditions of the Agreement.

11.13. REPRESENTATIVE OF TOWN AND CONSULTANT

11.13.1. The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more TOWN employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.13.2. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

11.14. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

11.15. CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

11.16. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.17. THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor TOWN intends to benefit a third party directly or substantially by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.18. CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize Sub-Consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such Sub-Consultants, by written contract, from having any conflicts as within the meaning of this Section.

11.19. CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision the Town Commission shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

11.20. WAIVER OF BREACH AND MATERIALITY

Failure by TOWN to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

11.21. COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.22. SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

11.24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 to 11 of this Agreement shall prevail and be given effect.

11.25. APPLICABLE LAW AND VENUE

This Agreement shall be construed with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, and in the event of federal jurisdiction, in the Southern District of Florida.

11.26. EXHIBITS

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

11.27. THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.28. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

TOWN:	Public Services Director Town of Pembroke Park 3150 S.W. 52nd Avenue Pembroke Park, FL 33023 Telephone: (954) 966-4600
With a copy to:	Town Manager Town of Pembroke Park 3150 S.W. 52nd Avenue Pembroke Park, FL 33023
CONSULTANT:	Kimley-Horn and Associates, Inc. 8201 Peters Road, Suite 2200 Plantation, FL 33324 Telephone: (954) 535-5133

11.29. ATTORNEY FEES

If TOWN or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

11.30. PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use, and other taxes required to comply with local ordinances, state, and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.31. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by

which the TOWN determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

11.32. EVALUATION

The TOWN maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the TOWN and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in TOWN projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

11.33. STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the Town of Pembroke Park, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

AGREEMENT

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

TOWN

WITNESSES:

TOWN OF PEMBROKE PARK

Susan Ruttlinger
Susan Ruttlinger
(Witness print name)

Stephanie Woodbury
Stephanie Woodbury
(Witness print name)

By _____
GEOFFREY JACOBS, Mayor

By _____
J.C. JIMENEZ, Town Manager

(CORPORATE SEAL)

ATTEST:

TOWN OF PEMBROKE PARK
DECEMBER 10 A.D. 1957
SEAL
BROWARD COUNTY, FLORIDA

_____
MARLEN D. MARTELL, Town Clerk

Approved as to form:

_____
MELISSA P. ANDERSON,
Town Attorney

CONSULTANT

WITNESSES:

Kimley-Horn and Associates, Inc.

_____

Carlos Florián
(Witness print name)

By Gary R Ratay

Name: GARY R RATAY

Title: VICE PRESIDENT

_____

RODRIGO TORRES
(Witness print name)

ATTEST:

By _____

(CORPORATE SEAL)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

STATE OF: Florida : COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 22nd day of June, 20 23, by Gary R. Ratay and Stefano Viola respectively, of Kimley-Horn and Associates, Inc.

They are ✓ personally known to me or ___ have produced _____ as identification.

(SEAL)

_____
Notary Public, State of
(Signature of Notary Taking Acknowledgment)

Shanda Sutton Layne
Name of Notary Typed, Printed or Stamped

Apr 4, 2026
My Commission Expires

HH 243804
Commission Number

SHANDA SUTTON LAYNE
Notary Public - State of Florida
Commission # HH 243804
My Comm. Expires Apr 4, 2026
Bonded through National Notary Assn.

EXHIBIT "A"

SCOPE OF SERVICES

1. Ability to provide specialized training to Town staff in Civil Engineering and Construction Inspection related areas. Person(s) providing the training must demonstrate their experience in the subject matter and be able to provide requisite expert advice to Town staff.
2. Building renovations
3. Coordination with the Town staff, Town Consultants, and Contractors
4. Coordination with the utilities such as FPL, Comcast, and ATT
5. Construction observation / inspection
6. Engineering analysis, cost estimates and reports
7. Erosion and sediment control design
8. Grant Management Services for Federal, State, and Local programs to monitor the administrative, financial, and program-specific terms and conditions, special conditions, or other requirements that must be complied with
9. Neighborhood improvements and beautification
10. Participation in the implementation of the projects
11. Pavement marking and signage design
12. Planning and Zoning requirements
13. Preparation of construction documents
14. Preparation of project rendering and presentation material
15. Project Construction Management
16. Project permitting
17. Roadway and site design
18. Shop drawing review
19. Site grading and storm water runoff modeling and design
20. Surveying and mapping
21. Temporary Traffic Control (TTC) formerly Maintenance of Traffic (MOT)
22. Underground utility design such as water mains, storm water, and sanitary sewer system

The Consultant shall be familiar with different agency's permitting regulations and requirements and the Town's design criteria, standards, and specifications.

EXHIBIT "B"

KIMLEY-HORN AND ASSOCIATES, INC. HOURLY BILLING RATES FOR TASK ORDERS

TOWN OF PEMBROKE PARK

STORMWATER MASTER PLAN

Kimley»Horn

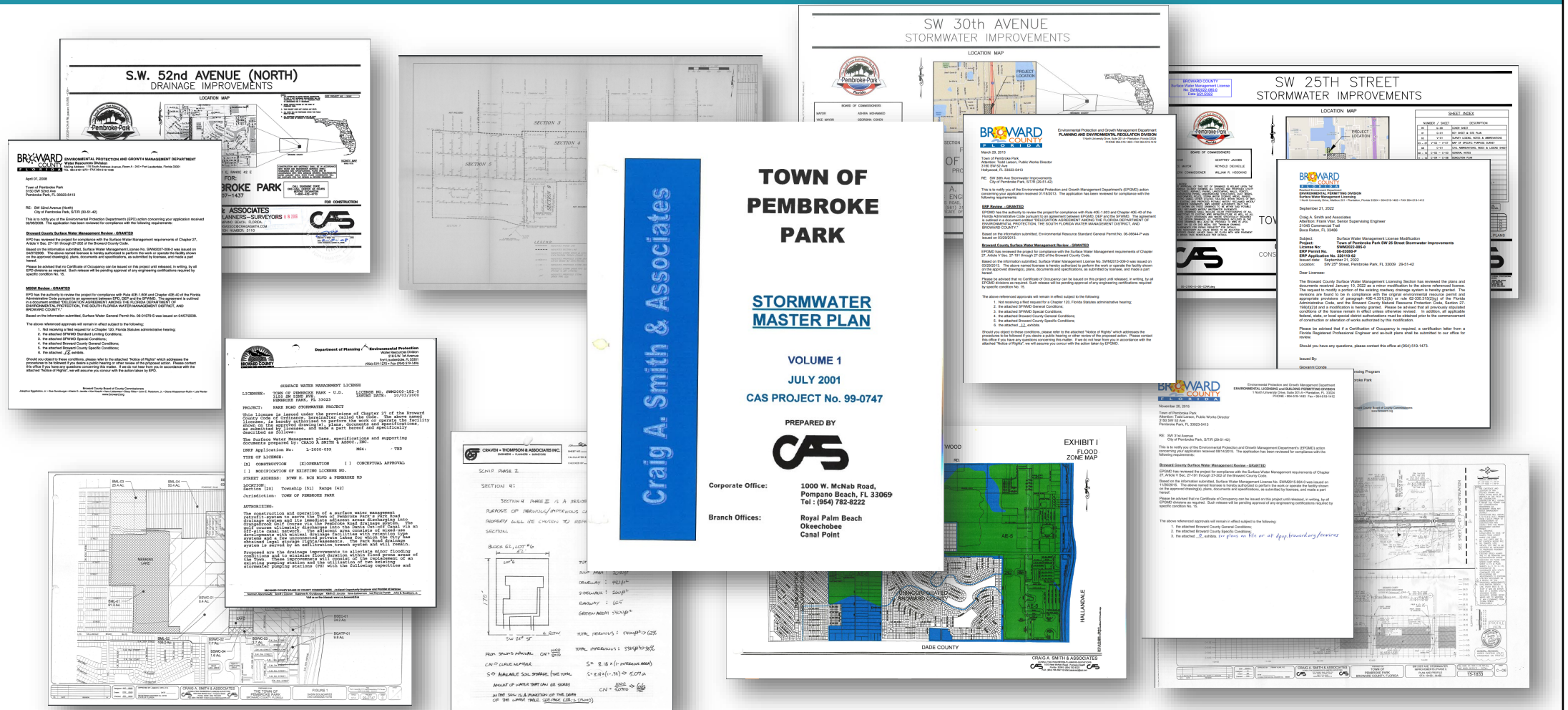
Prepared For:
Town of Pembroke Park
3150 SW 52nd Ave,
Pembroke Park, Florida 33023

Prepared By:
Kimley-Horn & Associates, Inc.
8201 Peters Road, Suite 2200
Plantation, Florida 33324

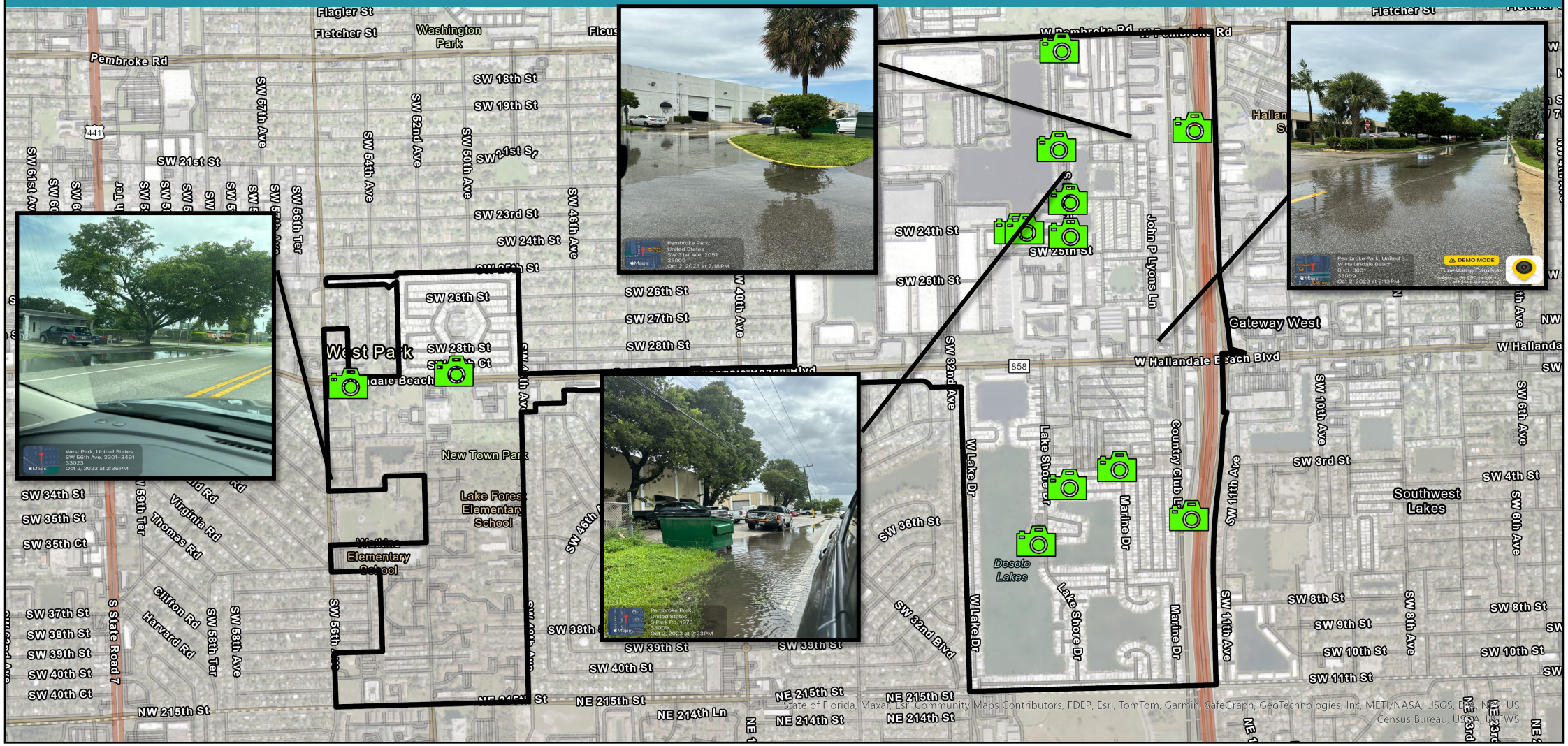
Project Overview

Project Kickoff September 2022
Project Coordination August 2023
Research historical documents
Prepare model of existing conditions
Identify deficiency areas
Prioritize deficiency areas
Model deficiency area improvements
Prepare a CIP
Finalize the SWMP
Present to Council

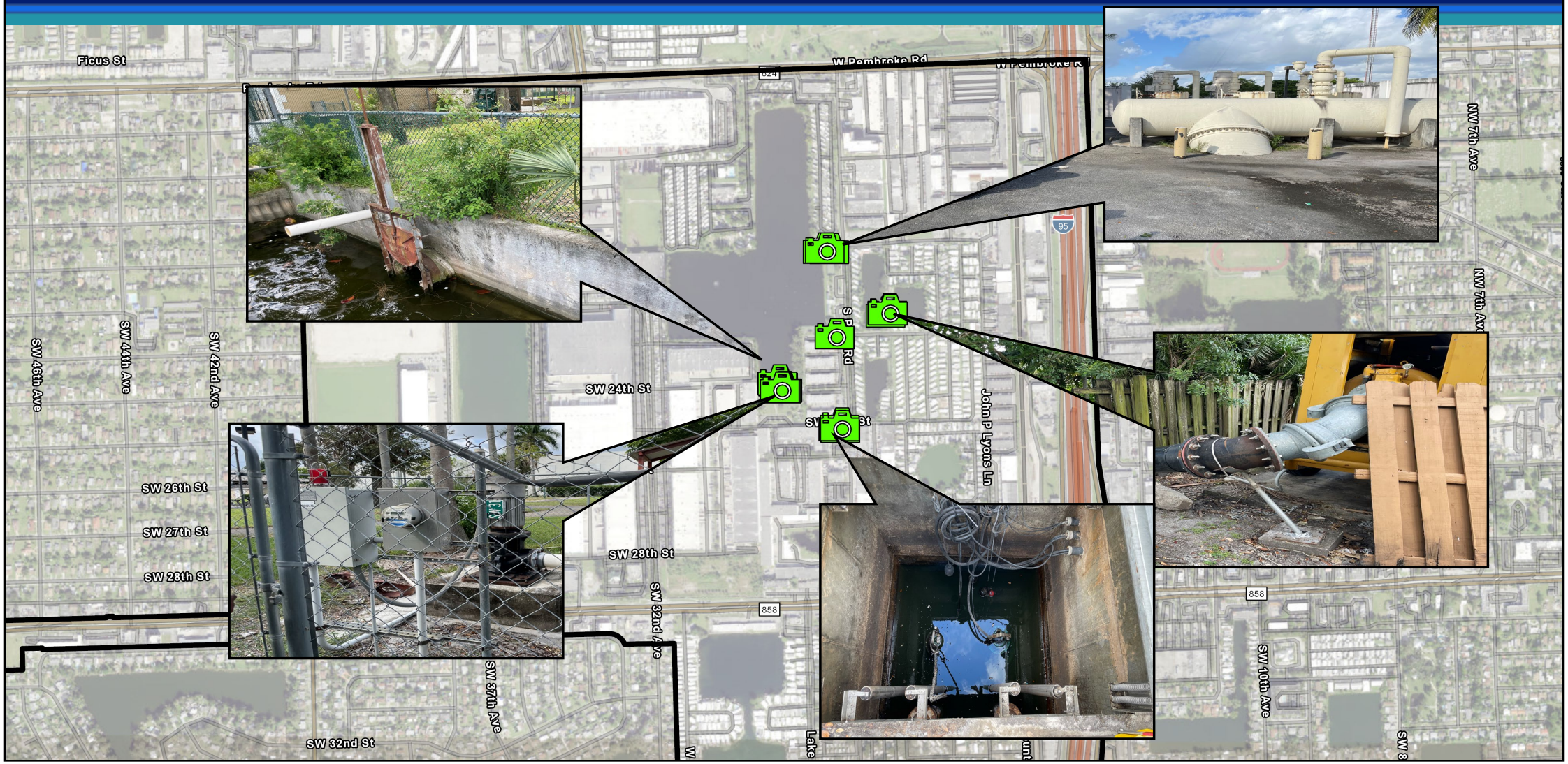
Review of Existing Information



Observed Flooding (5yr Storm)



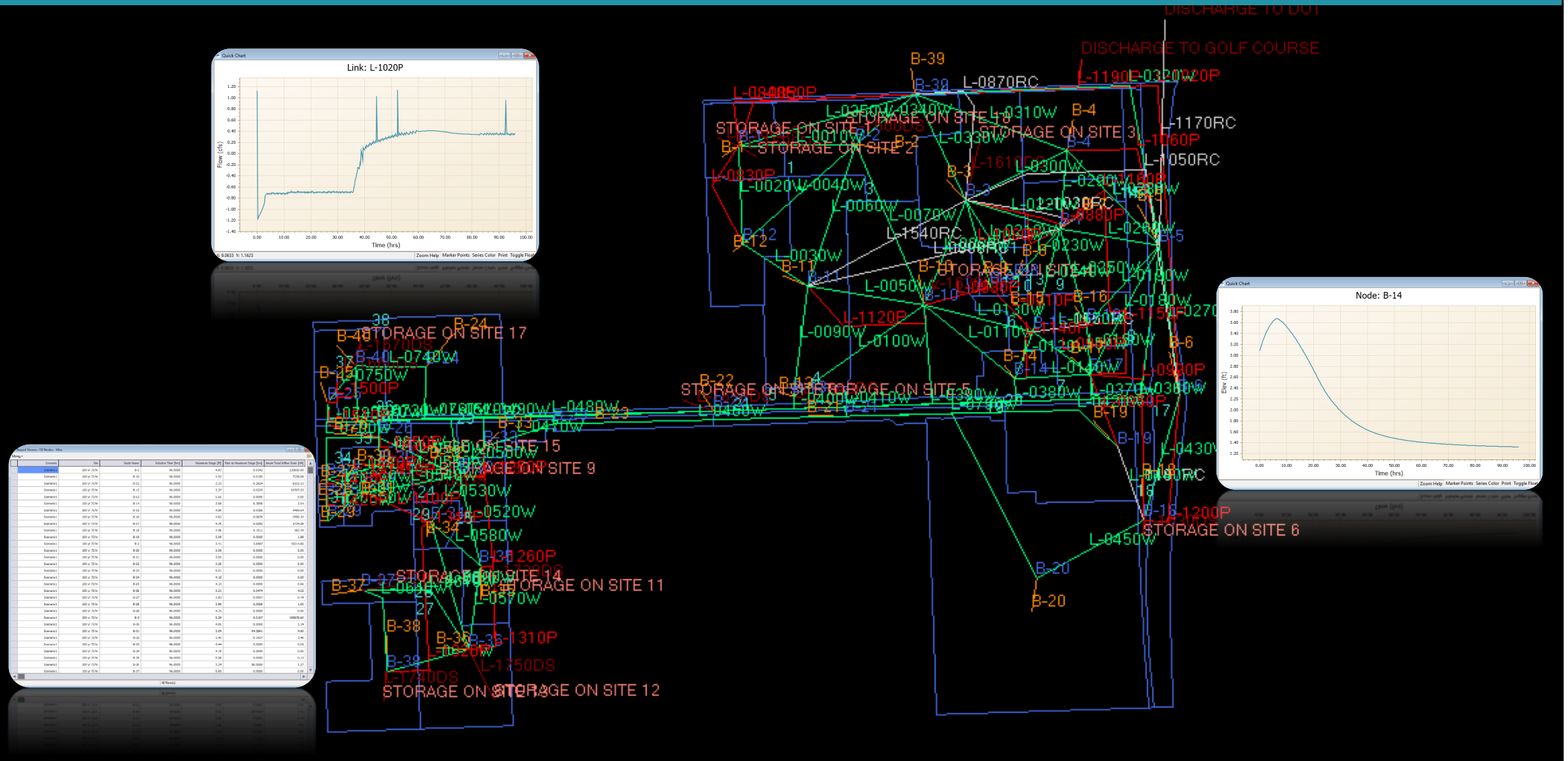
System Site Visit (10/24/23)



Project Overview

Project Kickoff September 2022
Project Coordination August 2023
Research historical documents
Prepare model of existing conditions
Identify deficiency areas
Prioritize deficiency areas
Model deficiency area improvements
Prepare a CIP
Finalize the SWMP
Present to Council

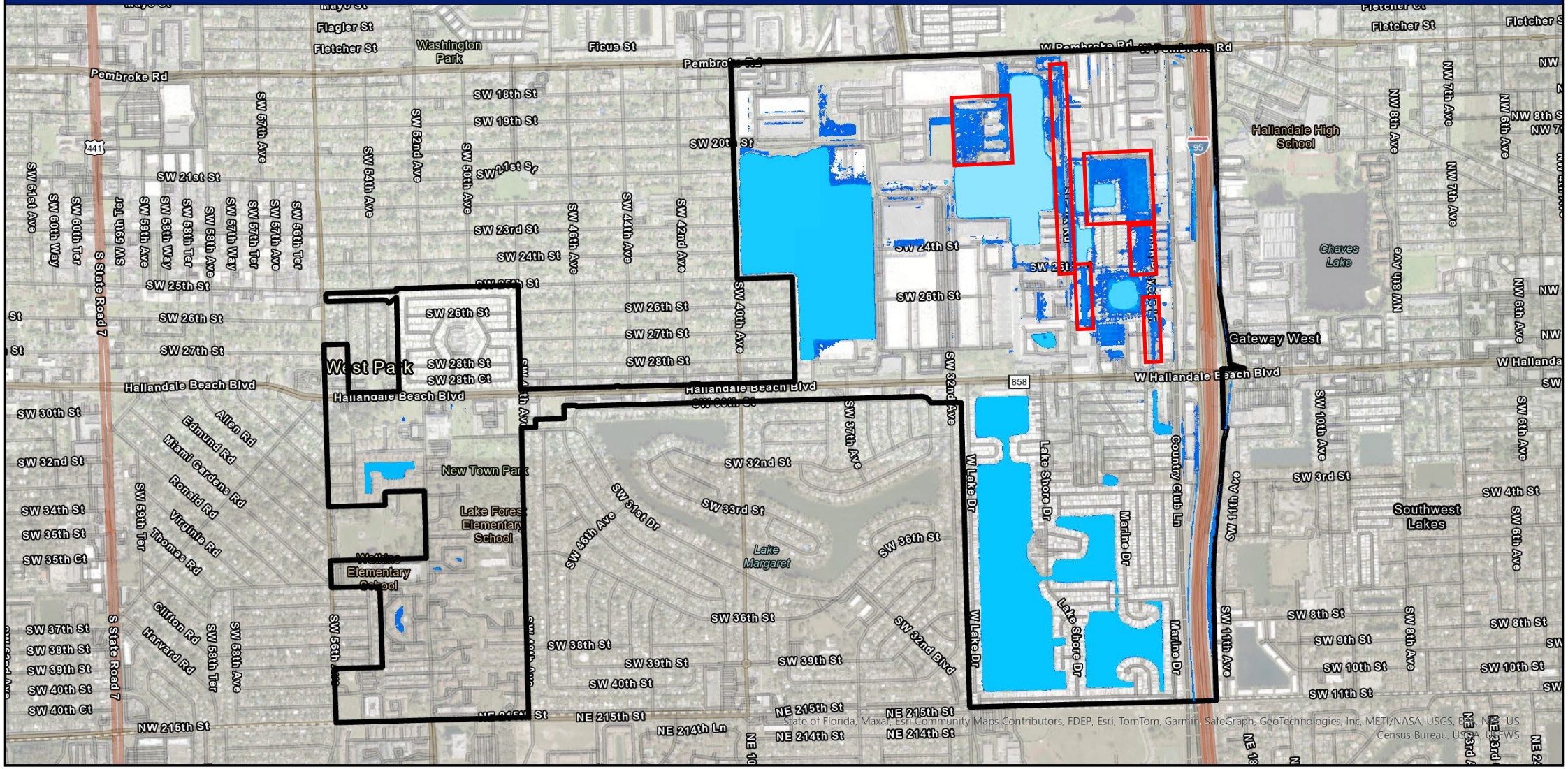
Model of Existing Conditions



Project Overview

Project Kickoff September 2022
Project Coordination August 2023
Research historical documents
Prepare model of existing conditions
Identify deficiency areas
Prioritize deficiency areas
Model deficiency area improvements
Prepare a CIP
Finalize the SWMP
Present to Council

Deficiency Map (100yr Storm)



Level Of Service

- Roadways - Flooding of a ***10-year storm*** event to be below crown of ***Town*** roads
- Buildings -
  - In residential areas, flooding of ***100-year storm*** to be ***more than 1.0' below*** finished floor elevations
  - In nonresidential areas, flooding of a ***100-year storm*** is to be ***below*** finished floor elevations
  - In critical facilities, flooding of a ***100-year storm*** is to be ***more than 2.0' below*** finished floor elevations
- Discharge – Limited by existing permits and agreements for a ***25-year storm***
  - Orangebrook Golfcourse (Northeast) – ***7.0 cfs max***
  - FDOT I-95 Swale (East) – ***3.05 cfs max***
- Water Quality – Reduce phosphorus and nitrogen by ***80%***

Storm Event	Rainfall Depth
10-year/24-hour	8.85"
25-year/72-hour	13.3"
100-year/72-hour	18.0"

Questions/Comments?

AGENDA ITEM REPORT

To:

Subject: Purchase of (2) new Ford F-150 pick up trucks.

Meeting:

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

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

FINANCIAL IMPACT:

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

POLICY IMPLICATIONS:

None

RECOMMENDATION:

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

ALTERNATIVES:

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

ATTACHMENTS:

Q#7697536 2023 Ford F-150 Supercab

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

Marlen Martell, Town Clerk	None

Open-End (Equity) Lease Rate Quote

Quote No: 7697536

Prepared For:	Town of Pembroke Park, Florida	**Date**	12/20/2023
	Vickers, Horace	**AE/AM**	JG9/A0M
Unit #			
Year	2023 **Make** Ford **Model** F-150		
Series	XL 4x2 SuperCab 6.5 ft. box 145 in. WB		
Vehicle Order Type	In-Stock **Term** 48 **State** FL **Customer#** 597381		

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

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

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

Order Information

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

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

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

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

LESSEE Town of Pembroke Park, Florida

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction

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

Aftermarket Equipment Total

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

Other Totals

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

Open-End (Equity) Lease Rate Quote

Quote No: 7697536

VEHICLE INFORMATION:

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

Series ID: X1C

Pricing Summary:

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

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

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

SELECTED OPTIONS:

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

CONFIGURED FEATURES:

Body Exterior Features:

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

Convenience Features:

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

Entertainment Features:

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

Lighting, Visibility and Instrumentation Features:

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

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

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

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

Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: metal-look interior accents

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

Standard Transmission:
Transmission 10-speed automatic w/ OD and PowerShift automatic

enterprise FLEET MANAGEMENT

01/24/2024

Total Cost of Ownership

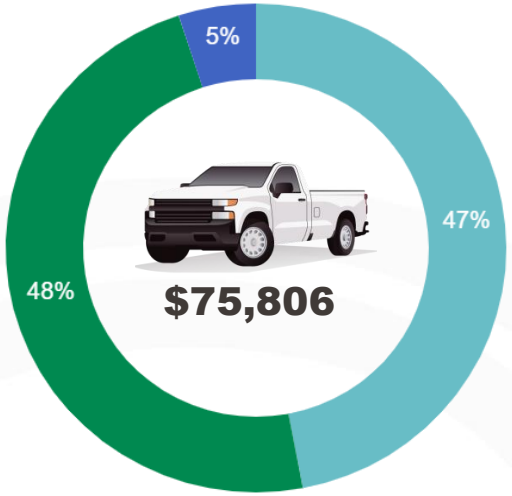
Town of Pembroke Park, Florida

Proposed Recommendation

Current vs Proposed EFM Recommendation

2024 Ford F-150 | XL 4x2 SuperCab 6.5 ft. box 145 in. WB

Current
For 10 years



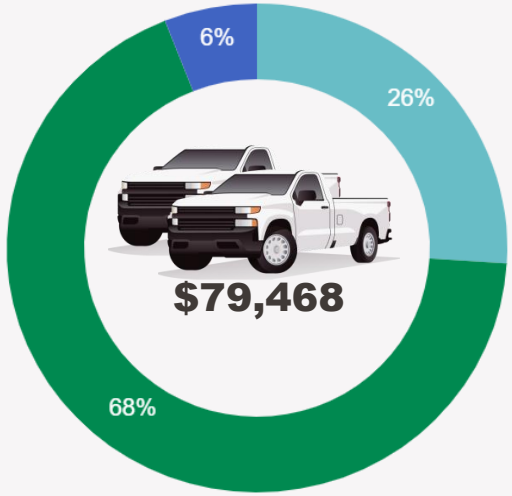
- Total operating cost
- Total capital cost
- Total administrative cost

After cash flow from vehicle sale(s) and income tax deduction

DIFFERENCE

($3,662)

Recommendation
For 5 years each



- Total operating cost
- Total capital cost
- Total administrative cost

After cash flow from vehicle sale(s) and income tax deduction

PRESENT VALUE ANALYSIS

enterprise FLEET MANAGEMENT

	Vehicle #1										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
EFM Lease(5)											
Payment Management Fee	$420	$420	$420	$420	$420	$420	$420	$420	$420	$420	$4,200
License, Title and Tax	$450	$69	$71	$72	$74	$75	$77	$78	$80	$81	$1,127
Cap Price Reduction (if applicable)	$46,558	$0	$0	$0	$0	$0	$0	$0	$0	$0	$46,558
Maintenance Fee	$595	$595	$595	$595	$595	$0	$0	$0	$0	$0	$2,973
Preventative Maintenance	$0	$0	$0	$1,363	$0	$1,517	$1,547	$1,578	$1,610	$1,642	$9,256
Non-Preventative Maintenance	$0	$0	$0	$0	$0	$886	$971	$1,152	$1,183	$1,538	$5,729
Downtime from Maintenance	$71	$207	$311	$943	$560	$842	$504	$1,799	$793	$819	$6,849
Fuel	$1,522	$1,528	$1,535	$1,545	$1,556	$1,842	$1,944	$2,059	$2,188	$2,500	$18,219
Sale of Vehicle	$0	$0	$0	$0	$0	$0	$0	$0	$0	($3,786)	($3,786)
Service Charge at End of Lease	$0	$0	$0	$0	$0	$0	$0	$0	$0	$400	$400
Sub-total of Cash Outlay	$49,616	$2,820	$2,932	$4,938	$3,204	$5,581	$5,463	$7,085	$6,273	$3,614	$91,525
Total Cash Outlay	$49,616	$2,820	$2,932	$4,938	$3,204	$5,581	$5,463	$7,085	$6,273	$3,614	$91,525
Present Value of Annual Cash Outlay	**$49,494**	**$2,495**	**$2,392**	**$3,712**	**$2,221**	**$3,565**	**$3,216**	**$3,844**	**$3,138**	**$1,729**	**$75,806**
Present Value of Total Payments	**$75,806**										

PRESENT VALUE ANALYSIS

enterprise FLEET MANAGEMENT

	Vehicle #1					Vehicle #2					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
Enterprise Fleet Management Lease(5)											
Payment Depreciation	$7,893	$7,893	$7,893	$7,893	$7,893	$8,715	$8,715	$8,715	$8,715	$8,715	$83,041
Payment Management Fee	$559	$559	$559	$559	$559	$618	$618	$618	$618	$618	$5,885
Payment Interest	$1,584	$1,584	$1,584	$1,584	$1,584	$1,748	$1,748	$1,748	$1,748	$1,748	$16,661
License, Title and Tax	$450	$69	$71	$72	$74	$450	$69	$71	$72	$74	$1,472
Cap Price Reduction (if applicable)	$6,993	$0	$0	$0	$0	$7,721	$0	$0	$0	$0	$14,713
Maintenance Fee	$595	$595	$595	$595	$595	$656	$656	$656	$656	$656	$6,255
Preventative Maintenance	$0	$0	$0	$1,363	$0	$0	$0	$0	$1,390	$0	$2,752
Downtime from Maintenance	$71	$207	$311	$943	$560	$73	$211	$318	$962	$572	$4,228
Fuel	$1,522	$1,528	$1,535	$1,545	$1,556	$1,250	$1,254	$1,259	$1,266	$1,273	$13,988
Sale of Vehicle	$0	$0	$0	$0	($21,008)	$0	$0	$0	$0	($23,195)	($44,203)
Undepreciated Book Value at Time of Sale	$0	$0	$0	$0	$159	$0	$0	$0	$0	$175	$333
Service Charge at End of Lease	$0	$0	$0	$0	$400	$0	$0	$0	$0	$400	$800
Sub-total of Cash Outlay	$19,667	$12,436	$12,548	$14,554	($7,629)	$21,231	$13,273	$13,385	$15,427	($8,964)	$105,927
Total Cash Outlay	$19,667	$12,436	$12,548	$14,554	($7,629)	$21,231	$13,273	$13,385	$15,427	($8,964)	$105,927
Present Value of Annual Cash Outlay	**$19,161**	**$11,005**	**$10,235**	**$10,941**	**($4,715)**	**$13,764**	**$7,813**	**$7,262**	**$7,715**	**($3,713)**	**$79,468**
Present Value of Total Payments	**$79,468**										

ASSUMPTIONS

enterprise FLEET MANAGEMENT

General Assumptions			EFMLEASE	EFM Lease(10)
Company's Income Tax Rate	0.00%	Annual Mileage	10,000	10,000
Company's Cost of Capital	8.18%	Sales Tax Rate	0.00%	0.00%
Daily Cost of Driver Downtime	$250	Bonus Depreciation	$0	$0

Vehicle Purchase	EFMLEASE	EFM Lease(10)
Vehicle Invoice Cost	$42,064	$42,064
Invoice Incentives	($750)	($750)
Off-Invoice Incentives	$0	$0
Markup (Down)%	0.14%	0.00%
Aftermarket Equipment	$5,244	$5,244
Other Costs & Deductions	$0	$0
Sales Tax Capped in with Vehicle	$0	$0
Vehicle Price	**$46,618**	**$46,558**
Down Payment	$6,993	$46,558
Amount of Deposit	$0	$0
Capitalized Price / Amount Financed	**$39,625**	**$0**

ASSUMPTIONS (cont.)

enterprise FLEET MANAGEMENT

Cost Components		
Lease & Finance Components	EFMLEASE	EFM Lease(10)
Monthly Depreciation Rate	1.66%	1.66%
Interest Factor	7.68%	7.68%
Management Fee	0.1000%	0.0000%
Lease / Finance Term (Months)	60	60
Monthly Payment with Tax	$836	$3
Taxes		
Monthly Use Tax Amount	$0	$0
Up-front Sales Tax Amount	$0	$0
Products		
Oil Change Mileage Interval (Miles)	6,000	6,000
Full Maintenance Rate	$50	$50
Maintenance Management Rate	$0	$0
Monthly Physical Damage Rate	$0	$0
Monthly Liability Rate	$0	$0
Insurance Premium	$0	$0
% of Premium Paid Upfront	0.00%	0.00%

Productivity Savings		
	EFMLEASE	EFM Lease(10)
Daily Cost of Driver Downtime	$250	$250
Annual Cost of Administrative Time	$0	$0

Vehicle Resale		
	EFMLEASE	EFM Lease(10)
RBV at Term	$159	$0
Sale Of Vehicle	$21,008	$3,786
Service Charge	$400	$400
Amount of Deposit	$0	$0
Estimated Net Gain (Loss) on Vehicle	**$20,450**	**$3,386**
	5 Years Old	10 Years Old

AGENDA ITEM REPORT

To:
Subject: Police Station Build Out - Change Order #4
Meeting: 01 24 2024 WORKSHOP COMMISSION MEETING - Jan 24 2024
Department: Public Works
Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:
This proposal is for the additional work that is needed for the a/c system.

FINANCIAL IMPACT:
Total cost: $5,999.06

RECOMMENDATION:
We are recommending approval.

ATTACHMENTS:
2273_001

Waypoint Contracting, Inc.
Powered by RedTeam

FIXED PRICE

1/12/2024

Miguel Nunez
Town of Pembroke Park
3150 SW 52 Ave
Pembroke Park, FL 33023

Re: Our Change Proposal 22084-05 for **Test & Balance**

Project: Pembroke Park Police Station Build Out | 3150 SW 52nd Ave
Pembroke Park Police Department
Pembroke Park Police Department, 3150 SW 52nd Ave, Pembroke Park, FL 33023

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference.

Therefore, we propose to change the following:

Provide Professional Services to perform again test & balance of the HVAC system included in Waypoint Contracting Scope of work. Work will consist in isolate existing HVAC System to test New System.
Scope of work includes Final Report, no permitting or processing fees included.

Price:	**$ 5,999.06** *Five Thousand Nine Hundred Ninety Nine Dollars and Six Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **UNCHANGED**.
Clarification(s):	None.
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Additional Attachments

Please contact me at 7866081406 or via e-mail jlopez@waypointci.com if you have any questions or require additional information.

Regards,

Waypoint Contracting, Inc.

Jorge Lopez

President

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Client Signature:_____

Town of Pembroke Park

Date:_____

Waypoint Contracting, Inc.
Powered by RedTeam

ADDITIONAL ATTACHMENTS

Project: 22084 - 05 - Test & Balance

Date:
01/12/2024

#File

1. Estimate_0303_from_Klimate_Air_LLC WCI (https://redteam.link/3ue4wxd)
2. Waypoint Master Estimate Sheet 01.12.23 (https://redteam.link/678aq59)

WAYPOINT
Contracting, Inc

Detailed Estimate

Project Information:

Waypoint#:	22084	Completion Time:	
Description:	Pembroke Park Project	Craft Hourly Rate:	$ 43.27
Location:	3150 SW 52nd Ave, Pembroke Park,FL		
Source:			

SCOPE

Cost Code	Description	Comments	Quan		U.P.	Cost	Comments
01 00 00 General Conditions							
	Project Staffing						
01300	Project Executive		1	hrs	$ 108.17	$108.17	
01301	Project Manager		-	hrs	$ 86.54	$0.00	
01302	Assistant Project Manager		3	hrs	$ 61.30	$183.89	
01304	Site Supervision (Superintendent)		6	hrs	$ 86.54	$519.23	
01304	Site Supervision (Foreman)		-	hrs	$ 61.30	$0.00	
01305	Miscellaneous General Labor		4	hrs	$ 43.27	$173.08	Final Cleaning.
01301	Estimating & Negotiating		-	hrs	$ 86.54	$0.00	
01741	Progress Cleaning		-	hrs	$ 43.27	$0.00	
01742	Dumpsters - Trash in General		-	con	$ 600.00	$0.00	
01412	Permit cost		-	ls	$ -	$0.00	
	01 00 00 General Conditions					$984.38	Not permitting Fees Included.
Scope of Work							
	Provide Professional Services to perform again test & balance of the HVAC system area included in Waypoint Contracting Scope of work. Work will consist in isolate existing HVAC System to test New System. Scope of work includes Final Report, no permitting or processing fees included.		1	ls	$3,800.00	$3,800.00	Klimate Air
			0	ls	$0.00	$0.00	
			0	ls	$0.00	$0.00	
			0	ls	$0.00	$0.00	
			0	ls	$0.00	$0.00	
			0	ls	$0.00	$0.00	
			0	ls	$0.00	$0.00	
	Scope of Work					$3,800.00	

	Total Direct Cost of the Work:	$4,784.38	
	Overhead 10.0%	$478.44	
	Subtotal:	$5,262.81	
	Fee 10.0%	$526.28	
	Subtotal:	$5,789.09	
01050	Bond 2.50%	$149.98	
00730	Builder's Risk 1.00%	$59.99	
	GRAND TOTAL	$5,999.06	$5,999.00
		Math is OK	

Credits

		ls	$ -	$0.00	
		ls	$ -	$0.00	
	GRAND TOTAL W/CREDITS			$5,999.06	

ESTIMATE

Klimate Air LLC
7875 NW 57th St #26852
Tamarac, FL 33351

service@klimateair.com
954-330-7644

Waypoint Contracting, Inc.

Bill to
Waypoint Contracting, Inc.
7955 NW 12th St., Suite 400
Doral, FL 33126

Ship to
Waypoint Contracting, Inc.
7955 NW 12th St., Suite 400
Doral, FL 33126

Estimate details
Estimate no.: 0303
Estimate date: 01/12/2024

Project Name : 22084 Pembroke Park Police Stat
Project Address: 3150 SW 52 AVE

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		**Estimate - 02. Scope of Work** SCOPE OF WORK: Klimate Air, LLC is pleased to provided you with the following proposal: Isolate all supply branch ducts that feed the City Hall area and T&B will be recheck the CFM on the new area.		1	$3,800.00	$3,800.00
2.		**Estimate - 16. Client Approval** CLIENT APPROVAL: If these terms and conditions accurately capture and confirm your comprehension of the Contractor-Client relationship, kindly signify your agreement and approval by dating, signing, and returning this proposal to us. We are grateful for the chance to serve you and are confident that this estimate faithfully outlines the key aspects of our agreement. Should you have any inquiries, please do not hesitate to inform us. This arrangement will remain valid for subsequent work following the conclusion of this project, unless terminated by either party.		1	$0.00	$0.00

CHANGE ORDER DETAIL

TO:
Town of Pembroke Park
Alec, Ghany
3150 SW 52nd Ave
Pembroke Park, Fl 33023

From:
Waypoint Contracting, Inc.
PO BOX 558482
Miami, FL 33255

Project Name: Pembroke Park Police Station Build Out | 3150 SW 52nd Ave
Project #: 22084
Application #: 109
Period: 10/31/2023

Changes		Days	Amount ($)
Authorized:			
CO# 01	Change 01 - 03/02/2023 -Scope Change 01: Revision of Drawings - 03/14/2023	0	44,434.40
CO# 03	Change 03 - 04/28/2023 -Scope Change 03: RFI#011-014-015 - 07/19/2023	45	110,229.45
CO# 04	Change 04 - 09/11/2023 -Scope Change 04: Credit Sliding Door Installation - 09/11/2023	0	(1,415.00)
		45	**153,248.85**

Potential:
- None

Original $925,000.00
First 3 change orders $153,248.85
New Total 1,078,248.85
#4 change order 5,999.06
$1,084,247.91

Town of PembrokePark
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov

PROJECT EXTENSION REQUEST

PROJECT TITLE: **Town of Pembroke Park**

PROJECT NUMBER: **4337-393-R**

CONTRACT NUMBER: **H0484**

The Town of Pembroke Park is requesting a 4-month time extension to the Performance of Period (POP). The POP will extend from January 31, 2023 to May 31, 2023.

The design Phase 1 is completed, and the final review has gone over the customary thirty-day period of review. The Town is requesting four additional months to cover any unforeseen situations.

The budget for the project engineering design has increased from $151,028 to $246,391 of which HMGP funded $113,271. This increase is partly due to Covid-19, partly to a 4-year gap since the cost estimate calculations and request were made, and mostly due in part because the true cost is based on the consulting engineering cost proposal. The Town funded the difference, and is requesting for a budget increase as reflected in the budget update submitted along with the POP request, because the engineering design was more than anticipated.

The final letter for the environmental permit has been received, and the design is 100% finalized and has been submitted for reimbursement to the State for their review.

I, _____, Public Services Director, certify that the activity/activities shall be completed within the extended period of performance without any modification to the original approved Scope of Work (SOW).

Florida Division of Emergency Management
Mitigation Bureau - HMGP
EXTENSION REQUEST FORM

1. **Disaster #:** 4337 **Disaster End Date:** 12/31/26
2. Project Number: 4337-393-R (State ID #104)
3. Project Title: Town of Pembroke Park, SW 25th Street, Drainage
4. Project Award Date: *February 25, 2020*
5. **Current Approved** Period of Performance Date (POP): *January 31, 2023*
6. Provide dates of any previous extensions (from – to):
   1) 5/31/21 – 2/28/22
   2) 2/28/22 – 8/31/22
   3) 8/31/22 – 1/31/23
7. Period of time Grant Award has been open: 34 months
8. Requested Project Period of Performance Expiration date: May 31, 2023
9. Type of Extension: Period of Performance Extension – for additional months
10. Is this grant Award restricted by program and/or appropriation specifications, limitations or restrictions? ☒No ☐ Yes (attach documentation)
11. Provide a detailed justification/explanation of the extenuating circumstances for the requested extension and reason(s) for the delay.
    Waiting on the final approval letter for the environment permit that had been submitted to Broward County
12. Is the extension associated with the approval for revised scope of work?
    ☒ No new work ☐ Yes *(attach documentation)*
13. Is there work in progress for the approved Scope of Work? If so, please list exactly what work has been completed thus far, and percent completed.
    ☐ Yes, detailed below and included current QR Milestones-Activities ☒ No, *(detailed in request letter)*
14. Are there any concerns that would potentially prevent the scope of work to be completed within the extended period of performance?
    ☒ None identified at this time ☐ Yes, *(detailed in request letter)*
15. Budget Assurance - Project can be completed with the current awarded funds.
    ☐ Yes ☒ No *(detail in request letter and provide a revised Budget to Project Manager)*
16. Provide a detailed explanation or actions of what has been considered instead of the proposed extension?
    N/A
17. This request is for a Non-Phased project ☒ Yes *(complete #17, Skip #18)* ☐ No *(complete #18 only)*
    Provide the State realistic assurance that the project can be completed within the 36-months timeframe (Provide Milestones and estimated dates for completion).

a)	**Milestones**	**Estimated Completion dates**
	State Contracting	September 1, 2020
	Construction Plan / Technical Specifications	January 27, 2021
	Bidding / Local Procurement	January 27, 2021
	Permitting	April 30, 2023
	Construction / Installation	
	Local Compliance	
	State Inspection / Compliance	
	Closeout compliance	May 31, 2023
	Closeout deliverables shall be submitted to FDEM by:	***May 31, 2023***

18. This request is for a Phased project ☐ Yes (complete #18) ☐ No (completed #17 above)

Florida Division of Emergency Management
Mitigation Bureau - HMGP
EXTENSION REQUEST FORM

	Provide the State realistic assurance that the project can be completed within the 36-months timeframe (Provide Milestones and Timelines dates for completion).	
a)	**Milestones**	**Estimated Completion dates**
	Phase I – State Contracting	
	Phase I – Bidding / Local Procurement	
	Phase I – Design Specifications	
	Phase I – Permitting	
	Phase I – Compliance	
b)	*Phase I deliverables shall be submitted to FDEM by:*	
	Phase II – State Contracting	
	Phase II – Construction Plan / Technical Specifications	
	Phase II – Bidding / Local Procurement	
	Phase II – Construction / Installation	
	Phase II – Local Compliance	
	Phase II – State Final Inspection / Compliance	
	Phase II – Closeout Compliance	
c)	*Phase II closeout shall be submitted to FDEM by:*	

This request includes documented justification that unusual circumstances existed, demonstrates that work is in progress, and the Period of Performance shall not exceed the Disaster End date.

Requested by:
Sub-Recipient: *Town of Pembroke Park*

Name: *Aleem A. Ghany P.E.*
Title: *Public Services Director*
Email: *aghany@tppfl.gov*
Phone: *954-966-460, x212*

I certify, by evidence of my signature below, that this request for a Period of Performance (POP) extension includes documented justification that unusual circumstances existed, demonstrates that work is in progress, and shall not impact the current FEMA Disaster POP end date and provides assurance that the project activities shall be completed prior to the Disaster End date. Acknowledges 2 C.F.R. 200.343, any funds not distributed within the approves POP of the grant will be de-obligated and returned to FEMA.

Sub-Recipient Signature: 09/11/23
Signature *Date*

This Extension Request form MUST accompany your Official Extension Request letter.
In accordance with Section 287.057(12) Florida Statutes, contract extensions shall be in writing and subject to the same terms and conditions set forth in the initial Agreement (contract) and any written amendments (modifications).
if FEMA/State denies the time extension request, the sub-recipient may, upon completion of the project, be reimbursed for eligible project costs incurred only up to the latest approved completion date. If the project is not completed, no Federal funding will be provided for that project.

Town of PembrokePark
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov

BUDGET INCREASE REQUEST

PROJECT TITLE: **Town of Pembroke Park**

PROJECT NUMBER: **4337-393-R**

PERIOD of PERFORMANCE: **February 25, 2020 to January 31, 2023**

CURRENT AWARD: **$151,028.00**

ADDITIONAL REQUESTED: **$69,776.00**

TOTAL NEW COST: **$220,804.00**

The Town of Pembroke Park is requesting a budget increase due to several reasons. One of the reasons is the financial impact of Covid-19, which has caused a significant economic downturn. Another reason is inflation, which has been on the rise for some time now. The cost estimate calculations and request were made nearly four years ago, and since then, there has been a gap in the cost estimate calculations. Finally, the true cost is based on the consulting engineering cost proposal, which has led to an increase in the budget request. The Town has funded the difference and is requesting a budget increase as reflected in the budget update submitted along with this request

Aleem A. Ghany, P.E.

Section IV. Budget/Costs

ID# 4337-393-R (104)

This section, provide details of all the estimated costs of the project. As this information is used for the Benefit-Cost Analysis, reasonable cost estimates are essential. Pre-Award Costs, Construction Management, and any Contingency (maximum 5%) need to be reported as separate line items. ***All cost estimates categories rounded to the nearest dollar (no cents).***

A. Materials: Any Material utilized to complete project (include acquisition of property)

Item	Unit	Qty	Cost / Unit	Cost
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Sub-Total	**$0.00**

B. Labor: Include equipment costs. Please indicate all "soft", In-house(***), or In-kind matches-donated (**).

Description of Task	Qty	Rate	Cost
Phase I ONLY- Sub-total		***$0.00***	
			$0.00
			$0.00
			$0.00
Non-Phased or Phase II - Sub-total		***$0.00***	
		Sub-Total	**$0.00**

C. Fees Paid Include any other costs associated with the project.

Description of Task	Qty	Rate	Cost
Phase I - Pre-Award with start date of _/_/_			$0.00
Phase I - Professional Engineering Services	1	$220,804.00	$220,804.00
Phase I ONLY- Sub-total		***$220,804.00***	
Non-Phased - Pre-Award with start date of _/_/_			$0.00
			$0.00
			$0.00
			$0.00
Non-Phased or Phase II - Sub-total		***$0.00***	
		Sub-Total	**$220,804.00**

D.		**Sub-Total Estimated Project Cost**	**$220,804.00**
E. *Contingency Costs (max 5%) Phase I*	0.000%	$220,804.00	$0.00
Contingency Costs (max 5%) Non-Phased or Phase II	0.000%	$0.00	$0.00
Total Contingency Costs (maximum 5%)		$220,804.00	**$0.00**
F.		**Final Estimated Project Costs**	**$220,804.00**

Phase I Subtotal	*$220,804.00*
Non-Phased or Phase II Subtotal	*$0.00*
	$220,804.00

Note: Backup source documentation is required to support costs

Comments:	***Federal***	***Project Cost***
Federal Share Percentage Requesting (per LMS)	75.000000000%	
Sub-Recipient Federal Amount and Project Cost Endorsed by LMS	$ -	$0.00
FEMA Approval 02/25/20		

*9/22/2023; Reviewed/Submitted by PM:*_____ *Concurrence of SR:*_____

PART I
CHARTER

PREAMBLE

The citizens of the Town of Pembroke Park, in order to protect the health, welfare and safety of its residents, and promote honorable, efficient and responsive government, hereby adopt this charter in accordance with the Constitution and Laws of Florida. The Town of Pembroke Park shall be organized as the "commission-manager" form of government.

ARTICLE I. POWERS OF THE TOWN

Section 1.01. Creation and powers.

A municipal corporation to be known as the Town of Pembroke Park was created and established in Broward County, Florida, on June 20, 1959 via Chapter 59-1722, Laws of Florida, and as such shall have perpetual succession. Said municipal corporation shall have and use a common seal and may change the same at its pleasure. A Home Rule Charter for the Town of Pembroke Park was adopted by Ordinance No. _____ on _____, and approved by the voters of the town on pursuant to the requirements and provisions of F.S. Ch. 166, (the Municipal Home Rule Powers Act).

The Town of Pembroke Park shall have all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, render municipal services, and may exercise any power for municipal purposes except when expressly prohibited by law, pursuant to Section 166.021, Florida Statutes and Article VIII of the State Constitution.

Section 1.02. Intergovernmental relations.

The town may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with any one or more states or civil divisions or agencies thereof, including Florida and its civil divisions and agencies, or the United States or any agency thereof.

Section 1.03. Extraterritorial powers.

All extraterritorial powers conferred upon the Town of Pembroke Park by general or special act prior to the adoption of this charter shall remain in full force and effect until repealed by ordinance or by amendment to this charter.

Section 1.04. Legal construction.

The powers of the town shall be construed liberally in favor of the town, limited only by the Constitution, general law and specific limitations contained herein. Special acts pertaining to the jurisdiction and exercise of powers by this town shall be considered amendments to this charter, and, pursuant to the provisions adopted for incorporation of other charter amendments, shall be incorporated as official amendments to this charter.

Section 1.05. Preservation of Mobile Home Communities

Mobile home communities provide a unique living environment which is enjoyed by numerous residents in the Town. It is the intention of the Town residents that the mobile home communities shall continue to exist in perpetuity under the current zoning regulations. No amendment to the Town Ordinances that changes the actual zoning map designation of a parcel or parcels of land, changes the actual list of permitted, conditional or prohibited uses, or in any manner modifies the zoning regulations within the T-1 Mobile Home Park Zoning District shall become effective unless the amendment shall be approved by Sixty-Five Percent (65%) of the electors of the Town voting in an election called for the purpose of amending the T-1 Mobile Home Park Zoning District.

Notwithstanding the foregoing conditions for amendment of the T-1 Mobile Home Park Zoning District, this section shall not require the approval of the electors of the Town for the Town Commission to change the zoning classification of a parcel or parcels of real property located in the T-1 Mobile Home Park Zoning District to a classification other T-1 Mobile Home Park Zoning District when the request for change of the zoning classification has been submitted by the owner of the parcel or parcels of real property.

Commented [JGH1]: Confirm Zoning District

ARTICLE II. CORPORATE LIMIT

Section 2.01. Description of corporate limits.

The territorial boundaries of said Town of Pembroke Park shall be as follows:

[The territorial boundaries of the Town are on file in the Town Clerk's office.]

ARTICLE III. LEGISLATIVE

Section 3.01. Town commission, composition and term.

(1) There shall be a town commission, with all the legislative powers of the town vested therein, consisting of five (5) members, one of whom shall be the mayor, who shall be electors of the town. Commencing with the election in March 2027, candidates shall qualify and run at-large for the offices of Mayor, Commissioner Seat 1 and Commission Seat 2, Commission Seat 3 and Commission Seat 4.

(2) Any individual seeking election as the mayor or commissioner shall pay a filing fee and shall file with the Town Clerk a written notice of candidacy stating the position on the commission to which the individual seeks to be elected, in accordance with Section 3.07 of this Charter. Candidates for mayor and each commissioner shall be electors and residents of the town and shall have resided continuously within the town for at least one (1) year prior to qualifying as a candidate for office. All qualified voters of the town may cast one (1) vote for a candidate for mayor and one (1) vote for a candidate for election for each commission seat. The individuals receiving the highest number of votes for mayor and for each commission seat shall be duly elected to serve as a member of the town commission.

(3) *Term*. Commencing with the election in March 2027, the individual elected to serve as mayor, the individual elected to represent Commission Seat 1 and the individual elected to represent Commission Seat 2 shall be elected to a four (4) year term. In order to provide for staggered terms on the Town Commission, commencing with the election in March 2027, the individual elected to represent Commission Seat 3 and the individual elected to represent Commission Seat 4 shall be elected to a two (2) year term. Commencing with the election in March 2031, the term of office for all members of the Town Commission shall be four (4) years or until his/her successor shall be qualified and elected.

Section 3.02. Elections.

(1) *General Municipal Elections.* General municipal elections shall be held on the first Tuesday following the first Monday in March, commencing with the year 2027, and every four (4) years thereafter.

Commented [JGH2]: November elections?

(2) *Special Elections*. Special town elections may be held to fill vacancies on the town commission, to submit to referendum proposed amendments to the Town Charter, bond proposals, initiative and referendum proposals and other issues requiring the expression of voter opinion; and to comply with the recall provisions of general law.

(3) Except as otherwise provided by this charter, the provisions of the general and special election laws of the State of Florida and Broward County shall apply to elections held under the charter. All elections provided for by the charter shall be conducted in accordance with the Florida Election Code and by the election authorities established by law.

(4) For the conduct of town elections, for the prevention of fraud in such elections and for the recount of ballots in cases of doubt or fraud, the commission may adopt, by ordinance, other election regulations which it considers desirable, consistent with law and this charter.

Section 3.03. Oath of office.

Before entering upon the duties of their respective office, all elected officers shall each take and subscribe to the following oath: "I do solemnly swear or affirm that I am a registered voter and a resident in the Town of Pembroke Park, as shown by public records of Broward County, Florida. I further swear that I will support, protect and defend the Constitution and Government of the United States, and the Constitution of the State of Florida, and the charter and ordinances of the Town of Pembroke Park, and that I will well and faithfully perform the duties of my office of the said town upon which I am about to enter, so help me God."

Section 3.04. Mayor.

(1) *Mayor.* The mayor shall be an elector of the town elected to a four (4) year term by the electors of the town. The mayor shall have equal voice and vote in the proceedings of the town commission, shall preside at commission meetings, shall be recognized as head of town government for all ceremonial purposes, by the Governor for purposes of military law, for service of process, signing of contracts, deeds and other documents except as otherwise provided, and as the town official designated to represent the town in all agreements with other governmental entities or certifications to other governmental entities as approved by the town commission; but shall have no administrative duties except as required to carry out the responsibilities herein.

(2) *Mayoral Absence.* During the absence or disability of the mayor the vice mayor shall act as mayor. In case of the death, resignation or removal of the mayor, the vice mayor, shall serve as mayor until such time as the office shall be filled according to the provisions set forth in Section 3.08 for vacancies.

Section 3.05. Vice Mayor.

The town commission, at the first regularly scheduled meeting in April of each year, shall elect, by majority vote a member of the commission to serve a vice mayor. The vice mayor shall have the privileges, powers and duties of the mayor in the mayor's absence or disability. A vacancy on the commission created by the death, resignation, removal or elevation of the vice mayor to mayor shall be filled in accordance with the provisions of Section 3.08 of this Town Charter.

Section 3.06. Compensation; expenses.

(1) The town commission may determine any change in the monthly salary of the mayor and commissioners by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of commissioners elected at the next regular municipal election.

(2) Any benefit plans to be provided to the mayor and commissioners shall first be established by ordinance, said ordinance to be effective immediately upon its passage and final adoption.

(3) The mayor and commissioners shall receive their actual and necessary expenses incurred in the performance of their duties of office.

Section 3.07. Filing fees and notice of candidacy.

Any candidate seeking election as a member of the town commission shall file with the town clerk a written notice of candidacy, stating the designated commission seat to which they seek to be elected, and a statement that the candidate will serve if elected. The filing of such notice shall be done pursuant to the same timeframes as candidates who qualify for county offices as provided in F.S. § 99.061(2). At the time of filing such notice, the candidate shall pay a non-refundable filing fee of twenty-five ($25.00). Candidates shall also be required to pay the state election assessment as required by F.S. § 99.093.

Section 3.08. Vacancies, forfeitures of office, filling of vacancies.

(1) *Vacancies.* The office of Mayor a Commission member shall become vacant upon his/her death, resignation, removal from office in any manner authorized by law or forfeiture of his office, such forfeiture to be declared by the remaining members of the Commission.

(2) *Forfeiture of office.* A member of the commission shall forfeit his/her office if said person, (a) lacks any qualifications for the office prescribed by this Charter or other applicable law including § 100.361, Florida Statutes, (1989) as may be amended from time to time; or (b) is convicted of a felony while in office, or (c) fails to attend four consecutive regular meetings of the Commission, unless such absences are each excused by motion setting forth the reason for the absence duly entered upon the minutes. A member charged with conduct constituting grounds for forfeiture of his/her office shall be entitled to a public hearing on demand and notice of such hearing shall be published in one or more newspapers of general circulation in the Town at least one week in advance of the hearing.

(3) *Filling of vacancies.* Unless otherwise provided by law, if a vacancy occurs on the Town Commission, the remaining members of the Town Commission may, by majority vote, appoint a qualified individual to fill the vacancy on an interim basis. The Town Commission shall adopt a resolution setting forth the process of appointing an interim member of the Town Commission pursuant to this section.

(a) Appointment. If there are less than one hundred eighty (180) days before the next general municipal election, then the interim commission member appointed to fill the vacancy shall serve until the next general municipal election. If there are more than one hundred eighty (180) days before the next general municipal election, then the Town Commission shall conduct a special election to fill the vacancy. The special election shall take place as soon as practicable, but no more than one hundred

eighty (180) days from the date that the vacancy occurred, subject to the concurrence of the Broward County Supervisor of Elections. The individual elected to fill the vacancy at either the next general municipal election or a special election called for that purpose shall only serve the remaining unexpired term of the Commission member whose position became vacant.

(b) In the event of a vacancy in the position of Mayor, the Vice Mayor shall forthwith commence to serve as acting Mayor until the Mayor's position is filled pursuant to this section. When the Vice Mayor becomes acting Mayor, the remaining members of the Town Commission shall appoint a qualified individual to serve as interim Commissioner. Once the vacancy in the position of Mayor is filled, the Vice Mayor shall return to his or her seat on the commission and the individual appointed to serve as interim Commissioner shall be removed from office.

(c) In the event of the death, resignation, or removal of the Vice Mayor, the commission shall, by majority vote, elect one (1) of the commissioners to serve the remaining balance of the Vice Mayor's term, and the vacancy on the commission shall be filled in accordance with this section.

(4) *Extraordinary vacancies.* In the event that a majority of the members of the commission are removed by death, disability, law or forfeiture of office, the governor shall make interim commission appointments and the commission shall call a special election as provided in Subsection 3(a) above and such election shall be held in the same manner as the election held pursuant to the previous Town Charter.

Section 3.09. Prohibitions.

(1) *Holding other office.* Except where authorized by law, no mayor or commissioner shall hold the position of town manager or any other town office, town employment, or other elected public office during the term for which said person was elected mayor or to the commission, and no former mayor or commissioner shall hold any compensated appointive town office or town employment until one (1) year after the expiration of the term for which said person was elected as mayor or to the commission.

(2) *Oversight of administration.* Except for the purpose of inquiries and investigations, the commission or its members shall deal with Town officers and employees who are subject to the direction and supervision of the Town Manager solely through the Town Manager, and neither the commission nor its members shall give orders to any such officer or employee, publicly or privately. Nothing in the foregoing is to be construed to prohibit individual members of the commission from examining by question and personal observation all aspects of Town government operations so as to obtain independent information to assist the members in the formulation of policies to be considered by the commission and assure the implementation of such policies as have been adopted. It is the express intent of this provision, however, that such inquiry shall not interfere directly with the regular municipal operations of the Town and that recommendations for change or improvement in Town government operations be made to and through the Town Manager.

Section 3.10. Procedure and meetings.

(1) *Organization.* At the first regular meeting of the Town Commission following the receipt of certified election results from the Supervisor of Elections the newly-elected commissioners shall take the Oath of Office and assume the duties of their office.

Commented [JGH3]: Confirm? First regularly scheduled meeting? Special Meeting to swear in?

(2) *Regular.* The commission shall meet regularly at such times and places as shall be specified by resolution. The commission shall endeavor to meet no less than monthly; however, a majority of the commission may establish the commission's regular meeting schedule. All meetings, formal or informal, of the town commission, all committees and all boards, elective or appointive, administrative or advisory, shall be conducted in open session and the press and public shall be permitted to attend any of such meetings, except such private, executive sessions as may be permitted by law.

(3) *Special.* Special meetings may be held on the call of the mayor or of a majority of the members of the commission upon no less than forty-eight (48) hours' notice to each member, the town manager, town clerk, town attorney and the public.

(4) *Workshop.* In addition to regular and special meetings, the commission may decide to hold workshop meetings for information on, and discussion of, municipal and related matters, which meetings may be conducted like regular meetings except that no resolutions or ordinances may be adopted or other action taken at a workshop meeting. The quorum of the commission is not required for the holding of a workshop meeting.

(5) *Emergency.* Emergency meetings may be held on the call of the mayor or of a majority of the members of the commission, whenever there is a public emergency affecting life, health, property or the public peace, and whenever practicable, upon no less than four (4) hours' notice to each member and the public.

(6) *Rules and journal.* The commission shall determine its own rules and order of business and shall provide for keeping a written record or journal of its proceedings. In the absence of rules and procedures established by the town Commission, meetings of the commission shall be subject to Robert's Rules of Order, as may be amended from time to time.

Section 3.11. Initiative, referendum, recall.

Citizens of the town shall have the power to propose ordinances, excluding any which may extend to the budget or capital program or any ordinance relating to the appropriation of money, levy of taxes or salaries and/or terms and conditions of employment of town officers or employees, bond resolutions, bond ordinances, and to seek the removal of elected officials, and to adopt or reject such ordinances or removal of elected officials at a town election. Such proposals for initiative, referendum and recall shall be made in accordance with the provisions of F.S. Ch. 100, as same may be amended from time to time.

ARTICLE IV. ADMINISTRATION

Section 4.01. Town manager.

There shall be a town manager who shall be the chief administrative officer of the town, who shall serve at the will and pleasure of the town commission. The town commission shall, by ordinance, resolution, or employment contract, establish a job description for the office of town manager and shall provide standards for the work schedule and terms and conditions of employment of the town manager, which shall be consistent with the town manager's duties and responsibilities under the town charter and with the town manager's exempt status as a full-time, salaried, executive employee under the federal Fair Labor Standards Act.

(1) *Appointment and removal.* The town manager shall be appointed or removed by motion or resolution adopted by at least a four-fifths (4/5) supermajority of the full commission.

(2) *Qualifications.* The town manager shall have a combination of a Bachelor's degree in Public Administration, Business Administration, or other related fields from an accredited college or university and three (3) years' public administration experience; or ten (10) years' experience in public administration, with at least three (3) years' experience in a town manager or assistant town manager position, which is credentialed by the International City Management Association. For purposes of this section "other related field" shall mean the type of degree possessed by any department head who reports to the town manager, including, but not limited to a degree in engineering or public finance.

(3) *Acting town manager.* By letter filed with the commission the town manager shall designate, subject to approval of the commission, a qualified town administrative officer to exercise the powers and perform the duties of manager during his/her temporary absence or disability. During such absence or

disability, the commission may revoke such designation at any time and appoint another officer of the town to serve until the manager shall return or their disability shall cease.

(4) *Powers and duties.* The town manager shall be the chief administrative officer of the town. The manager shall be responsible to the commission for the administration of all town affairs placed in his or her charge by or under this charter. The manager shall have the following powers and duties:

Commented [JGH4]: Sec. 2-94 of Town Code.

(a) The Town Manager is in charge of and responsible for overseeing the Town's compliance with including, but not limited to, all federal, state, county and local laws, statutes, ordinances, resolutions, policies and procedures.

(b) To see that the policies and directions of the Commission with respect to the administration and operation of the Town are followed.

(c) To attend all meetings of the Commission.

(d) To oversee the agenda for all meetings of the Commission including, but not limited to, special and workshop meetings.

(e) To keep the Commission fully advised as to the financial condition, management, governance and related needs of the Town.

(f) To recommend to the Commission for its consideration such measures as he or she may deem necessary, expedient or otherwise in the Town's best interests.

(g) The Town Manager is in charge of, responsible for, and accountable to the Town Commission for the day to day operations of all departments, and shall prepare a written monthly report to the Town Commission as to the operations of same.

(h) To perform research and prepare reports as may be assigned by the Commission.

(i) To conduct management and cost studies on Town activities and make recommendations for revision where necessary.

(j) To serve as the affirmative action program coordinator.

(k) To assist the Town staff and Town consultants in making application for Federal and State grants as directed by the Commission.

(l) To maintain liaison and communication with other local governments and other levels of government as directed by the Town Commission.

(m) To coordinate the activities of all department and division heads to ensure the efficient operation of the Town government as directed by the Commission.

(n) To keep the Town Commission fully advised as to the financial conditions and needs of the Town at such times and in such detail as necessary, but at a minimum on a monthly basis.

(o) The Town Manager shall prepare and submit an annual budget to the Town Commission for its consideration.

(p) To investigate and determine whether purchases of current supplies and contractual services are made in accordance with regulations prescribed by state law, Town charter and ordinance,

and whether competitive procurement procedures are maintained in a fair and impartial manner.

(q) To hold such staff meetings and perform such other functions as are required to carry out the duties as outlined above.

(r) To perform such other duties as may be required of him or her by ordinance, resolution, or other direction of the Commission.

Section 4.02. Town clerk; appointment and duties.

(1) *Appointment.* The town manager shall appoint the town clerk when a vacancy exists.

(2) *Duties.* The town clerk shall be the official custodian of the town 's seal and of all town records and papers of an official character; the town clerk shall give notice of commission meetings as provided by law; shall attend all meetings of the town commission; shall keep minutes of its proceedings, the correctness of which shall be approved by the commission and certified by the town clerk and the presiding officer at such meeting; sign all ordinances and resolutions and record them in full in books kept for such purposes, and shall perform such other duties as are required by law, this charter or the town manager.

Section 4.03. Town attorney

(1) There shall be a Town Attorney of the Town, appointed or removed, by at least a four-fifths (4/5) supermajority affirmative vote of the Town Commission, who shall serve as chief legal advisor to the commission, the town manager and all town departments, office and agencies and who shall assure that the town is represented in all legal proceedings and perform any other duties prescribed by this Charter or by ordinance. The Town Attorney may be an individual employed in such capacity or a law firm retained for the purpose of representing the town as Town Attorney.

(2) Qualifications and Compensation: The Town Attorney shall be a member in good standing of the Florida Bar with at least ten (10) years of experience and practice in the courts of the State of Florida. The Town Attorney shall receive such compensation as the Town Commission may fix by resolution. Neither the Town Attorney nor any of his or her assistants shall receive any compensation in connection with the performance of the duties of the office other than the amounts paid directly by the Town for services rendered to the Town. The Town Commission may, by resolution, authorize one (1) or more special counsel to be retained for the purpose of performing such legal duties as may be prescribed by said resolution. Each such resolution shall further prescribe the compensation to be paid the special counsel.

(3) Duties: The Town Attorney or his or her designee shall:

Commented [JGH5]: Sec. 2-100.2 of the Town Code.

(a) To act as legal counsel and advisor to the Town Commission and Town Manager, as well as to Town departments, boards, and committees, and to provide legal opinions where warranted in the performance of such function.

(b) To prepare or review ordinances, resolutions, contracts, and other legal instruments, and to approve as to form and legal sufficiency.

(c) To file, prosecute or defend, for and on behalf of the Town, all complaints, suits, code violations, enforcement actions, offenses and controversies to which the Town is a party, or to which it is in the Town's interests to become a party, before any court or other tribunal; to file suit where expressly authorized by the Pembroke Park Code of Ordinances. The approval of the Town Commission shall be sought before filing suit, except where immediate action is warranted, in which case the Town

Attorney, with the approval of the Town Manager, may act in the best interest of the Town, and will promptly notify the Town Commission of such legal action.

(d) To file amicus curiae briefs or intervene in actions already pending on behalf of the Town where the Town Attorney determines that the Town has an interest in such proceedings and where such action is warranted to protect the Town's interests.

(e) To represent or provide for the representation of Town officers and employees where required by law or where otherwise appropriate, and where such officers and employees are sued based on actions taken in their official capacities. This authority does not limit any right to indemnification as established elsewhere in this Code.

(f) To settle disputes and sign settlement agreements on behalf of the Town consistent with settlement authority as designated by applicable law of by resolution of the Town Commission unless such authority is provided to the Town Manager or another Town officer under the Town Charter, this Code, or zoning code.

(g) To attend and speak at meetings of the Town Commission or any Town board.

(h) To interpret the Town Charter, this Code, and zoning code on behalf of the Town.

(i) To renumber or make corrections to ordinances, resolutions, this Code and the zoning code where appropriate to address scrivener's and typographical errors, to delete provisions that have been superseded or preempted by applicable law, and to improve the format by moving provisions within and between the ordinances, resolutions and code.

(j) To issue cease and desist letters in accordance with the provision of this Code relating to cease and desist letters.

(k) To act as parliamentarian and to make rulings on matter of parliamentary law.

(l) To prosecute municipal ordinance violations, to coordinate with prosecutorial entities, and to name a Town Prosecutor to carry out those functions.

(m) To exercise all other authority granted to the Town Attorney in the Town Charter, this Code, and zoning code.

Section 4.04. Commission Auditor

The Town Commission shall appoint or retain, by an affirmative vote of at least four-fifths (4/5) of the full Commission, a charter officer of the Town who shall have the title of Commission Auditor. The Commission Auditor shall serve at the pleasure of the Commission. The Commission Auditor shall submit an Annual Audit Plan at the beginning of each fiscal year which shall be adopted by a majority vote of the Town Commission and which may be amended from time to time by a majority vote of the Town Commission. The Commission Auditor shall, from time to time, perform independent and objective audits or reviews of financial, compliance and operational activities of the Town and the Town's contractors, licensees and franchisees. Audits or reviews performed by the Commission Auditor shall analyze and evaluate financial management systems and operational controls and procedures of the Town to develop recommended policies and procedures. The Commission Auditor shall also respond to questions by the Town Commission or the Town Manager and perform such other duties as may be

imposed or required by ordinance, resolution or direction of a majority of the Town Commission. In furtherance of their duties and responsibilities under this section, the Commission Auditor shall have unrestricted access to the Town's records and staff. Nothing contained in this section shall adversely impact the position of the Town Manager, as set forth in Section 4.01 of the Town Charter.

ARTICLE V. FINANCIAL PROCEDURES

Section 5.01. Fiscal year.

The fiscal year shall begin annually on the first day of October and shall end on the last day of September. Unless the fiscal year is changed by general law at which time the town 's fiscal year will change to reflect conformance with general law.

Section 5.02. Submission of budget and message.

The manager shall, on or before July 30 of each year, submit to the commission a budget for the ensuing fiscal year, together with a message, which shall outline proposed financial policies; describe important features of the budget; explain any major changes from the current year in financial policies, expenditures and revenues; summarize the town 's current and overall financial and debt position and include such other material as he deems desirable, and as the commission or Charter may require.

Section 5.03. Form and content of budget.

(1) The general fund budget shall be presented on an accrual basis for expenditures and on a modified accrual basis for revenues, and shall provide a complete financial plan of all funds and activities for the ensuing fiscal year, and shall contain such details and be in such form as may be required by law and by the commission. Also, it shall show comparative figures of expenditures and revenues for the current and past fiscal year detailed to show the increase and decrease in dollars. The total of estimated expenditures shall not exceed the total of estimated revenue and appropriated fund balance.

(2) No more than five (5) percent of expenditures of the general fund budget may be included in the budget for contingencies that may not have been included or which may have been underestimated in the proposed expenditures. This figure does not include unappropriated surplus.

(3) The town shall adopt formal budgets for all other funds when it deems such budgeting to be consistent with generally accepted accounting principles or when required by law.

Section 5.04. Capital program.

The Town of Pembroke Park shall prepare and maintain a capital program pursuant to F.S. Ch. 163, the "Local Government Comprehensive Planning and Land Development Regulation Act."

Section 5.05. Commission action on budget.

The town commission is hereby required to comply with State law in the preparation of and the adoption of the annual budget. Specifically, the commission is to follow all requirements set forth in Chapters 200, "Determination of millage", and 218, "Financial matters pertaining to political subdivisions."

Section 5.06. Public records.

Copies of the budget and the capital program as adopted shall be public records, and shall be made available to the public in accordance with State law.

Section 5.07. Deposit and investment of town funds.

(1) *Town depositories.* The commission shall, from time to time, in its discretion, designate banks or trust companies as town depositories. The commission may, as provided by law, establish rules and regulations governing the deposits, withdrawals of funds, security to be deposited by the depository and other safeguards.

(2) *Deposit of town funds.* All fees and monies collected and received by officers and employees shall on the date of receipt be given to an appropriate town officer for deposit in the town depositories no later than the next working day.

(3) *Investment of town funds.* Any town funds on deposit not currently needed for public purposes, shall be invested in instruments or institutions as authorized by Florida Statutes.

Section 5.08. Signatures to bonds and checks issued by the town.

All bonds and checks which are issued by the town shall be signed by the mayor and town manager, or as may be determined by ordinance.

Section 5.09. Independent audit of town accounts.

The town commission shall provide for an independent annual audit of all town accounts, as required by F.S. § 218.39, as amended, and may provide for more frequent or special purpose audits as the town commission deems necessary. Such audits shall be made by a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the town government or any of town 's officers. No certified public accountant or partner at a firm of such accountants who is responsible for the town's audit shall participate in the town's audit if that individual has performed audit services for the town in each of the five (5) previous fiscal years. The certified public accountant or firm of such accountants shall report directly to and communicate directly with the town commission. Upon completion, such independent audits shall be furnished directly to the town commission. The town commission may by resolution provide further requirements for an independent audit.

Section 5.10. Appropriation amendments.

(1) The town manager shall report promptly to the town commission concerning the probability of funds in excess of appropriations or the probability of funds insufficient to cover appropriations, together with recommendations for suitable action.

(2) The commission may utilize excess funds for supplemental appropriations or transfer such funds to the general account.

(3) With regard to deficits, the commission shall take action as empowered by law, including but not limited to reduction in staff and/or services, deferment or abandonment of capital projects, borrowing of adequate funds or amendment of the budget.

(4) The town manager may transfer funds within a department, and with the approval of the commission, may transfer funds between departments, as is permitted by law.

Section 5.13. Requirements for public bidding, Contracts.

(1) The town commission shall adopt an ordinance establishing a procurement code for the Town of Pembroke Park. When public competitive bidding is required, the commission shall award the contract to the lowest fully responsive and responsible bidder; provided, however, that the commissions shall have the right to reject all bids received. The commission may require bidders to provide a legally binding, faithful performance bond.

(2) Contracts for the services of professionals, including but not limited to architects, engineers and attorneys, may, with the approval of the commission, be entered into without public competitive bidding. Qualifications, work history, and other relevant data shall be reviewed before entering into such contracts.

(3) All contracts to which the town is a party shall be subject to review and approval by the town attorney prior to execution by the Town.

Section 5.14. Bonds and municipal borrowing; referendum required

The Town of Pembroke may borrow money, contract loans and issue bonds payable from ad valorem taxes and maturing more than twelve months after issue only to finance or refinance capital projects authorized by law and only when approved by a vote of the electors of the town. The town shall have full power and authority to issue municipal bonds or to borrow funds for municipal purposes to the extent authorized by and subject to the limitations provided in the Constitution of the State of Florida, the Municipal Home Rule Law, other applicable statutes and this charter.

Section 5.15. Franchises.

(1) Granting franchises: The commission may, by ordinance, grant a non-exclusive franchise to any individual, company, firm, or corporation to exercise public functions in the town and to construct and operate any and all public utilities in the town and in, under, or over the streets and public places of the town, and to use such public property in connection therewith; but no franchise or renewal thereof shall be for a longer period than forty (40) years. All franchises or rights to extend the services of any public utility shall be subject to such terms and conditions as the commission shall impose.

(2) Rates and conditions of franchises: The commission shall set forth in detail the consideration for such franchise, the rates, kind and quality of use, service or product to be furnished, the manner in which public streets and public places shall be used and occupied, and such other terms and conditions as are required by law.

(3) No franchise, or renewals thereof, shall be leased, assigned or otherwise alienated, except with the consent of the commission expressed by ordinance, and evidenced by a formal instrument and consent to same, recorded in the Public Records of Broward County.

(4) Franchises subject to regulation by the town: All franchises shall be subject to town control at all times in respect to the use in, over, across, or under all streets, alleys, public grounds or other public places, occupied by public utility fixtures, and when, in the opinion of the commission, the public interest so requires, it may cause such fixtures to be reconstructed, relocated, altered or discontinued at the expense of the holder of the franchise; and the town shall at all times have the power to enact all regulatory ordinances affecting utilities which in the opinion of the commission are required in the interest of public health, safety or welfare.

ARTICLE VI. OFFICIAL CONDUCT

Section 6.01. Standards of ethics.

All elected officials and employees of the town shall be subject to the standards of conduct for public officers and employees set by general law.

ARTICLE VII. CHARTER AMENDMENTS

Section 7.01. Amendments.

The commission and/or the electors of the town may propose amendments to this charter in accordance with F.S. § 166.031.

Section 7.02. Charter Review Board.

For the purpose of assuring the regular review and update of this Charter, commencing in 2030 and every six (6) years thereafter, the town commission shall appoint a Charter Review Board consisting of five (5) members, who are qualified to serve on an advisory board pursuant to applicable provisions of this charter and the town code. The mayor and commissioners shall each select one (a) members. The members of the board shall review the town charter, as set forth in the scope of work determined by the town commission in the resolution appointing such members. The board shall submit to the town commission within twelve (12) months of their appointment such alterations, revisions, and amendments, if any, to the charter, as in its judgment are desirable. The town commission, in its sole and exclusive discretion, may permit the board an extension of six (6) months' time if the commission determines that the scope of work will require additional time.

The town commission shall have the sole and exclusive discretion to determine which recommendations, if any, for alterations, revisions or amendments made by the board shall be presented to the electors of the Town of Pembroke Park for consideration.

The town commission may appoint a Charter Review Board as set forth above at any time it determines that there is a need to make such an appointment.

ARTICLE VIII. TRANSITION SCHEDULE

Section 8.01. Continuation of former charter provisions.

All provisions of Chapter 59-1722, Laws of Florida, and any amendments or additions thereto as amended by special law or otherwise, which are not embraced herein and which are not inconsistent with this charter, shall become ordinances of the town, subject to modification or repeal in the same manner as other ordinances of the town in accordance with general law.

Section 8.02. Ordinances preserved.

All ordinances and resolutions in effect upon the adoption of this charter, to the extent not inconsistent with it, shall remain in force until repealed or amended.

Section 8.03. Rights of officers and employees.

Nothing in this charter except as otherwise specifically provided shall affect or impair the rights or privileges of persons who are town officers or employees at the time of adoption.

Elected officers shall continue to hold their offices and discharge the duties thereof until their successors are elected and take office.

Town employees at the time this charter takes effect who were serving in the same or comparable position at the time of its adoption shall not be subjected to competitive tests as a condition of continued employment in the same positions, but all town employees in all other respects shall be subject to the personnel policies of the town, and such ordinances as may be adopted by the town commission.

Section 8.04. Pending matters.

All rights, claims, actions, orders, contracts and legal or administrative proceedings involving the town shall continue except as modified pursuant to the provisions of this charter.

Section 8.05. Severability clause.

If any provision of this charter is held invalid, the other provisions of the charter shall not be affected thereby. If the application of the charter or any of its provisions to any person or circumstance is held invalid, the application of the charter and its provisions to other persons or circumstances shall not be affected thereby.

Draft_v02 07.05.22

Where Business Meets and Means Business

The Town of Pembroke Park Economic Development Strategic Plan

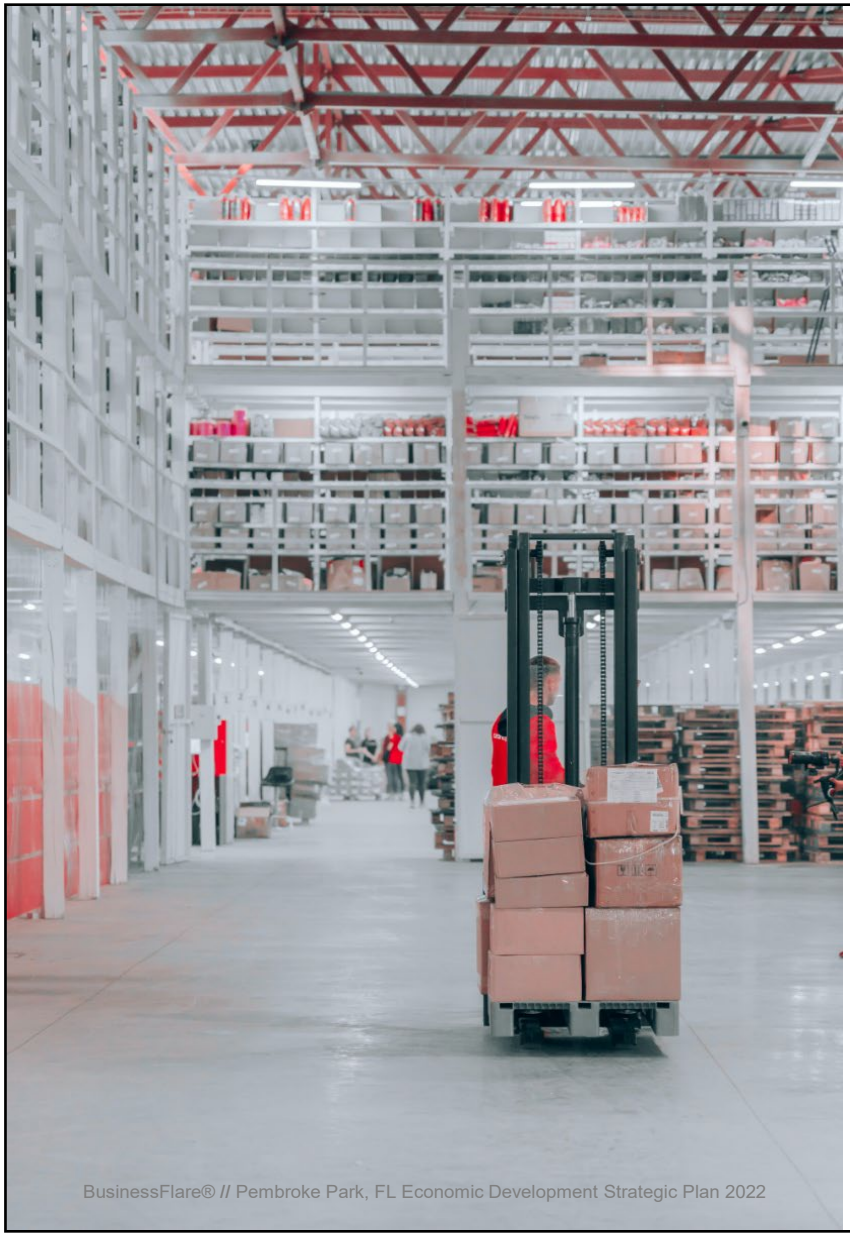
July 2022

DRAFT

Prepared For:
The Town of Pembroke Park

Prepared By:
BusinessFlare®

BUSINESS FLARE®



Contents

Introduction 3

Executive Summary 4

Location & Market Overview 11

Economic Development Goals 29

- #1 - Economic Development Strategies & Action Steps
- #2 - Market Position & Identity
- #3 - Capital Improvements
- #4 - Residential
- #5 - Support Policies

Implementation Budget 53

--

DRAFT

Introduction

This Economic Development Strategic Plan for the Town of Pembroke Park represents an opportunity for strategic growth and a roadmap to position the Town as an important business-friendly cluster in the region.

This is a guidebook-style plan that will provide five (5) primary economic development goals and corresponding strategies.

The Town of Pembroke Park needed an understanding of the state of its economy, current market trends, and a look at the impacts of the COVID-19 pandemic to develop a strategic plan for the next five years. Pembroke Park is a land locked community in between Interstate 95 and Florida's Turnpike, with limited availability of land and a large transient population. Despite its limitations, Pembroke Park has positioned itself as a strong center for employment with more than 1,000 businesses clustered in area of approximately 450 acres dedicated to industrial, manufacturing, logistics, and distribution uses. This industrially rich area of properties, located just west of Interstate 95, represents a stable tax base for Pembroke Park to provide high quality services to its residents, business owners, and visitors.

This plan is organized around five (5) primary economic development goals and corresponding strategies, summarized on the following page. These will be used to benchmark and assess progress toward achieving the Town's economic goals in the next one to five years.

The success of this plan will depend on the collaborative and coordinated efforts within the Town departments, agencies, organizations, business owners, landowners, private sector developers, investors, and community at-large. The first step for this process is to distribute this plan to every department and hold a meeting to answer any questions and make sure everybody is on the same page. Second, the plan needs to be put into motion by designated project managers that will take on the goals and strategies and start completing items action items. Third, the town manager should hold progress meetings every quarter to check on specific strategies and projects related to the plan. This plan may be use as a benchmark document to keep everyone on track.

DRAFT

Executive Summary

During the development of this strategic plan, we looked for the most common business climate themes which provide further insight into local economic conditions.

Additionally, there are certain factors that connect people to their place and keep bringing them back. These are the things that define how an existing or prospective business or resident 'thinks and feels" about a place.

The review of the community connections, common themes and economic conditions expose the key opportunities. These opportunities help create a vision, and they help direct resources to the most efficient and effective strategies.

Successful economic development implementation requires a balance of three success factors: Market Feasibility, Regulatory Efficiency, and Identity & Brand. The most successful communities and brands have mastered this balance, and this plan provides recommendations for each.

This strategy will be a transformative step forward in Pembroke Park's future and will require public and private collaboration to maximize economic returns.

For the Town of Pembroke Park to maximize the benefits of the current economic cycle, macro-economic trends create some urgency and timeliness for this initiative, which is well positioned to withstand these trends due to capacity and financial strength.

This Economic Development Strategic Plan is guided by the following five (5) Opportunity Areas:

Preserve the balance between large and small businesses.

Invest in strengthening the town's identity.

Enhance the town's aesthetics.

Capitalize on the businesses that have established themselves in the town.

Expose the hidden placemaking & activity center opportunities.

Executive Summary

This Economic Development Strategic Plan for the Town of Pembroke Park is grounded in actionable and realistic strategies that are cognizant and respectful of the Town's limited resources and which capitalize on the Town's economic assets and opportunities.

Some of those assets and opportunities include the expansion of office and logistics uses and a focus on the strong clusters of businesses in the community, such as decorator and design companies, bakeries, and a full food and beverage supply chain. Additional assets include high-end automotive customization, some creative and music industry infrastructure companies, strong clusters of shipping and logistics firms as well as telecommunications companies.

There are some market gaps that may be more challenging to achieve, such as a desire by many in the community to have a supermarket and more family-oriented restaurants located in the Town. However, Pembroke Park is already served by a number of nearby supermarkets, and it is unlikely that a supermarket would locate within the Town's boundaries without significant subsidy due in part to the lack of a site that can accommodate the use, as well as lack of sufficient unmet demand. There may be an opportunity to attract one or more new restaurants, especially family-oriented sit-down restaurants with consistent focused and targeted messaging by the Town that reinforces the concept that the town is a good place to open and run a business.

Some of the additional aspirational types of businesses that the Town seems to be well-suited for include craft breweries, studios and other creative industry infrastructure, and potentially the development of a hotel to take advantage of the easy accessibility to the Interstate. In addition to the hotel potential, some of the targeted development opportunities include additional office uses along 30th Avenue and Hallandale Beach Boulevard. There are also several mixed-use opportunity sites, such as the former nursery on Hallandale Beach Boulevard, and enhanced placemaking opportunities in a proposed adaptive reuse district that takes advantage of existing built environment and enhances it into an activity center.

The 30th Avenue district is an especially significant opportunity for the Town. It is the most visible business district that the town has with significant visibility from I-95. 30th Avenue can be a location for uses that include new offices, entertainment activities, and even custom specialized automotive uses and vertical showrooms. The Avenue needs to be branded rebranded away from an antique District, which is no longer the reality; and overall, the Town should be rebranded to capitalize on the decorator and design firms. On the residential side, the Town should be rebranded as a good place for families with good quality of life.

DRAFT

Executive Summary

The I-95 and major corridor visibility give significant opportunity to increase the exposure and awareness of the talented businesses with which will require changes to the Town's restrictive signage ordinance. This could take the form of business and Town promotional messaging on the several billboards along I-95 as well as a mural signage program that takes advantage of the large industrial and warehouse buildings in the Town.

Another opportunity the Town has is to expose and increase awareness in the marketplace of the Town's diverse types of businesses. This includes things such as the food and beverage firms and many businesses with a "cool factor" such as hot rods and studios. The Town's branding should also capitalize on the presence of well-known brands that have chosen Pembroke Park as a business location such as Coca-Cola, Amazon, Chef's Warehouse, and Safelite.

There are a number of programs and initiatives available for the Town to implement this plan, including aesthetic improvements through signage, façade, and streetscape enhancements. Signage ordinance enhancements are necessary to provide both enhanced growth opportunity to the Town's business community and to establish the Town's identity as a business location. An important element to enhancing this identity is the need to strengthen the Town's relationship with the commercial real estate community and partner economic development organizations such as the Greater Fort Lauderdale Alliance.

The Town's identity and how people view the Town as a place to open or visit a business is critical to continued economic and tax base growth and requires consistent messaging and attention. This messaging and attention must come not only from the Town but from the business community as well, since many of the Town's businesses identify as Hollywood or Hallandale Beach rather than Pembroke Park.

In conclusion, this Pembroke Park Economic Development Strategic Plan provides a framework to balance the Town's economic success by providing a roadmap to help existing and new businesses to capitalize on market conditions and remain or become economically viable, by identifying regulatory enhancements that improve the opportunity for businesses to be successful, and by strengthening the Town's identity as a quality place for businesses and residents.

DRAFT

Economic Development Goals (EDG) & Strategies

DRAFT

EDG #1 – Economic Development

Strategy 1.A Develop and expand targeted industries (office users, clusters, market gaps, aspirations).

Strategy 1.B Targeted development (opportunity sites, distribution and logistics).

Strategy 1.C Business assistance.

Strategy 1.D Support existing business, especially in the area of safety.

EDG #2 – Market Position and Identity

Strategy 2.A Identify and develop a brand that showcases Pembroke Park's strengths.

Strategy 2.B Develop and execute a comprehensive marketing communication program.

Strategy 2.C Strengthen and expand events and opportunities with the region.

Strategy 2.D Activities and events.

Strategy 2.E Rebrand Hallandale Beach Boulevard as "Park Boulevard".

EDG #3 – Capital Projects

Strategy 3.A Improve look and feel of the area (30th Ave, wayfinding, signage, gateways, street furniture, banners).

Strategy 3.B Maintain and expand the public infrastructure that businesses need to thrive.

Strategy 3.C Develop a plan to beautify Hallandale Beach Boulevard on the Pembroke Park segment as a differentiator marker.

EDG #4 – Residential

Strategy 4.A Encourage mixed-use development along Hallandale Beach Boulevard.

EDG #5 – Support Policies

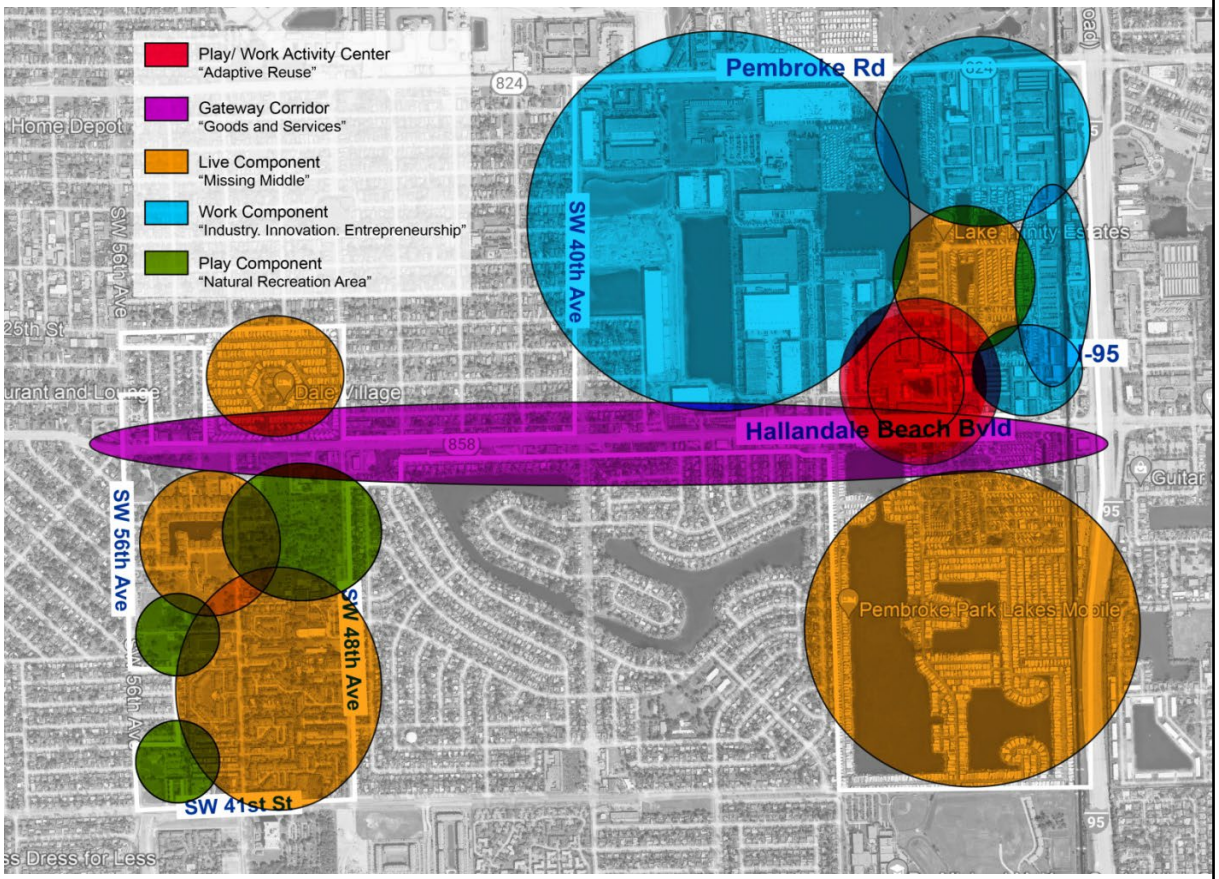
Strategy 5.A Land development regulations to attract investment.

Strategy 5.B Program and incentives.

Strategy 5.C Land acquisition and disposition.

Economic Development Plan - Concept Diagram

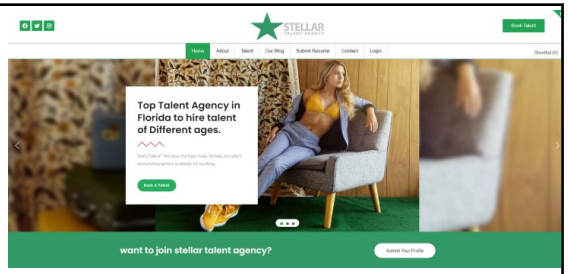
The economic development concept plan diagram for Pembroke Park highlights different economic activity zones within the Town. The concept is to have a clear picture on what happens where, and to focus efforts.

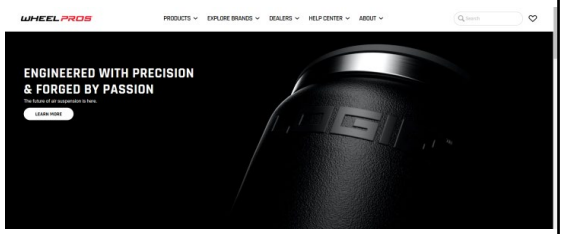


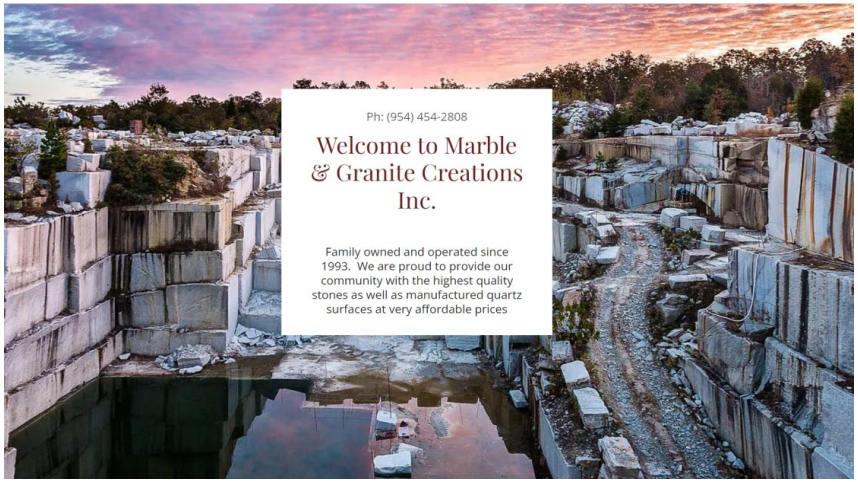
Pembroke Park **Authenticity**

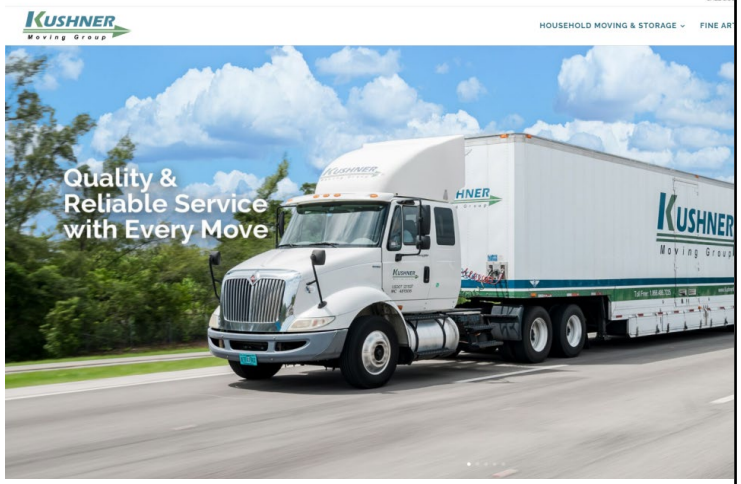
Pembroke Park's business community is a diverse and established regional anchor

- Established Logistics and Distribution Hub
- Food and Beverage Supply Chain
- Decorator and Design Ecosystem
- Specialty Automotive Talent
- Creative Back of House









Location & Market Overview

DRAFT

Regional Context

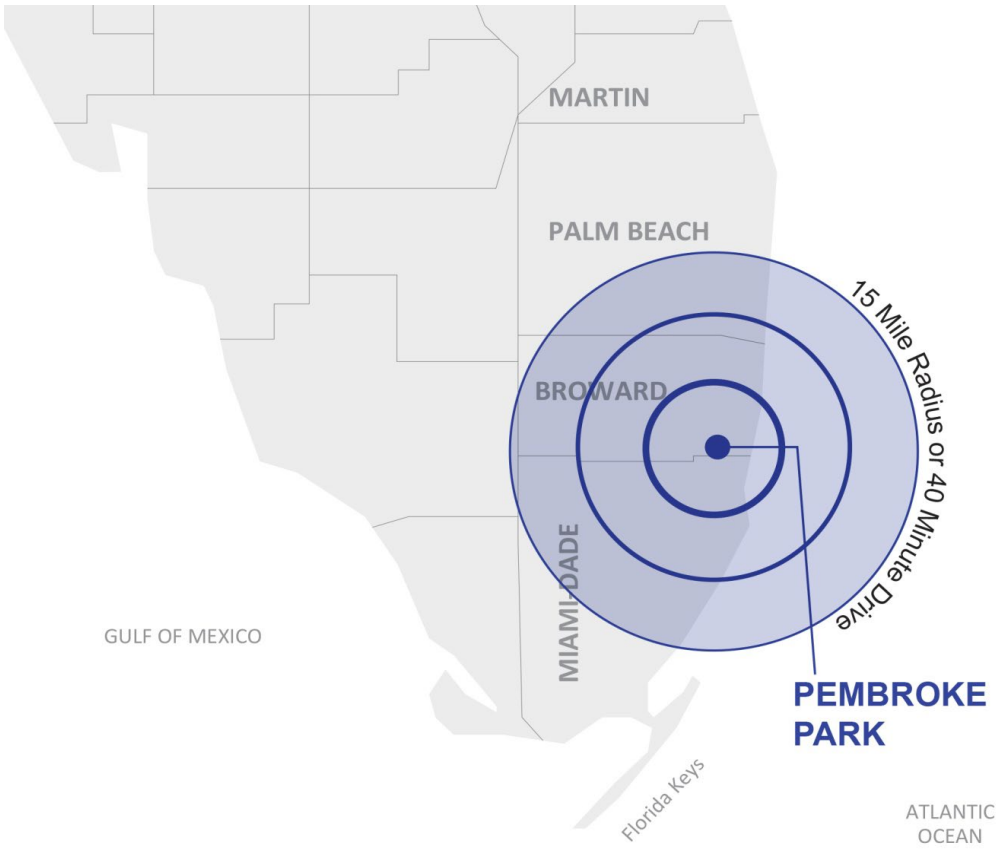
The Town of Pembroke Park is strategically located in the southern part of Broward County. This location gives the site an advantage in its proximity to Miami-Dade and Palm Beach Counties. The Miami, Fort Lauderdale, and Palm Beach Metro Area consists of approximately…

…6M+ Inhabitants in the Region.

South Florida, and especially the Miami area, continues to experience increased interest from technology, financial, and other high-wage companies seeking to relocate or expand in this region.

Companies in real estate investment and private equity, hedge fund management, social networking, financial services, and venture capital have announced relocations to the area, and many more entrepreneurs have expressed interest in this market.

In South Florida and Miami-Dade County, rents continue to climb across Broward County bolstered by tightening supply, resurging demand.

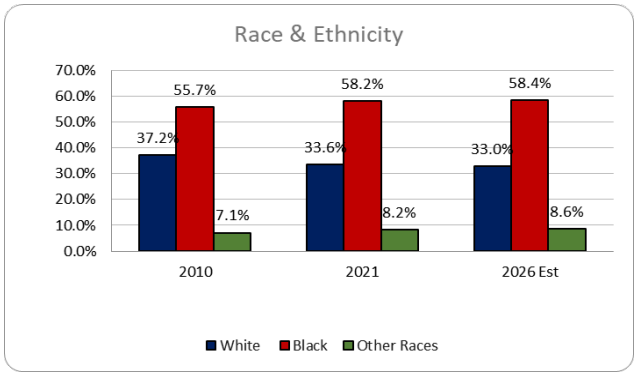


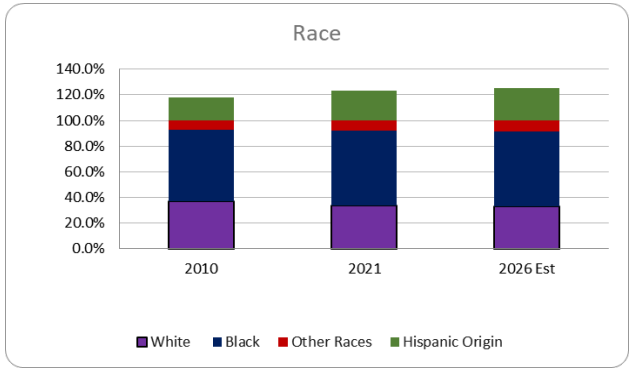
Demographics

The Town of Pembroke Park is ideally situated in southern Broward County. The Town is directly accessible from I-95 and is adjacent to Miami-Dade County. Incorporated in 1957, the Town was primarily made up of nurseries, quarries, and mobile home parks. The Town is approximately 1.6 square miles and today is characterized by compact residential development, commercial uses and light industrial. The Town is physically land-locked between Miami-Dade County, the Town of West Park and the cities of Hallandale Beach and Hollywood.

According to the 2020 US Census, Pembroke Park's population is 6,260 which does not account for the seasonal population that lives in the Town during the fall and winter months. More than one-third (36.6%) of the Town's population are school aged, (under the age of 18) and approximately thirteen (13%) of the population is 65 and over.

The population of Pembroke Park is approximately forty-five (45%) white and fifty (50%) black with the rest accounting for other races. This is also inclusive of people that identify as more than one race. Approximately thirty-seven (37%) of the Town's total population is Hispanic and thirteen (13%) Caribbean regardless of race.

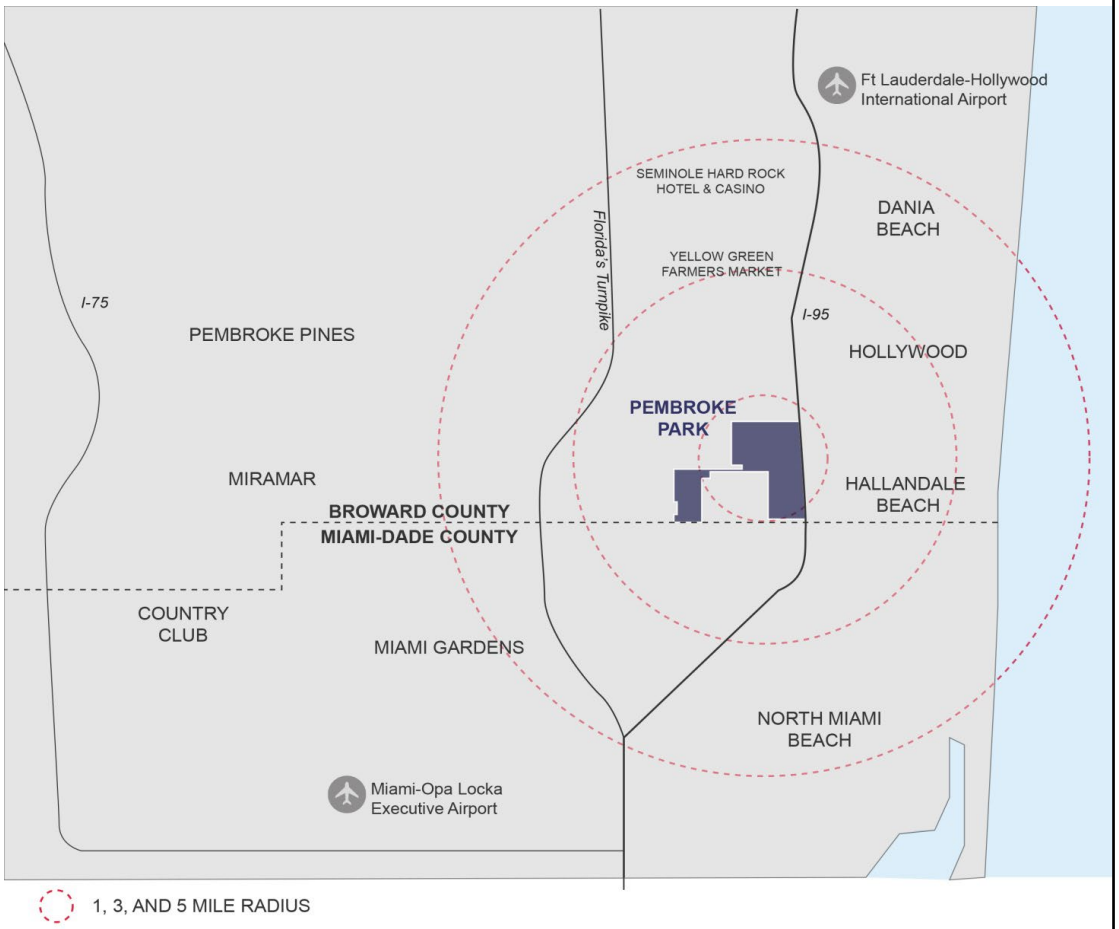




Study Area

This analysis considers and evaluates the market and economic conditions of several geographic market areas:

1. Broward and Miami-Dade County – Countywide trends are important and relevant to any investment.
2. The Town of Pembroke Park – The economic conditions of the Town are important to consider, especially for a significant economic development venture.
3. 1, 3, and 5-Mile Radius – These areas provide an understanding of market conditions near the project site and study area.
4. Custom Local Trade Area – This is the geographic area near the study area with similar characteristics regarding land uses and market and supply chain access.



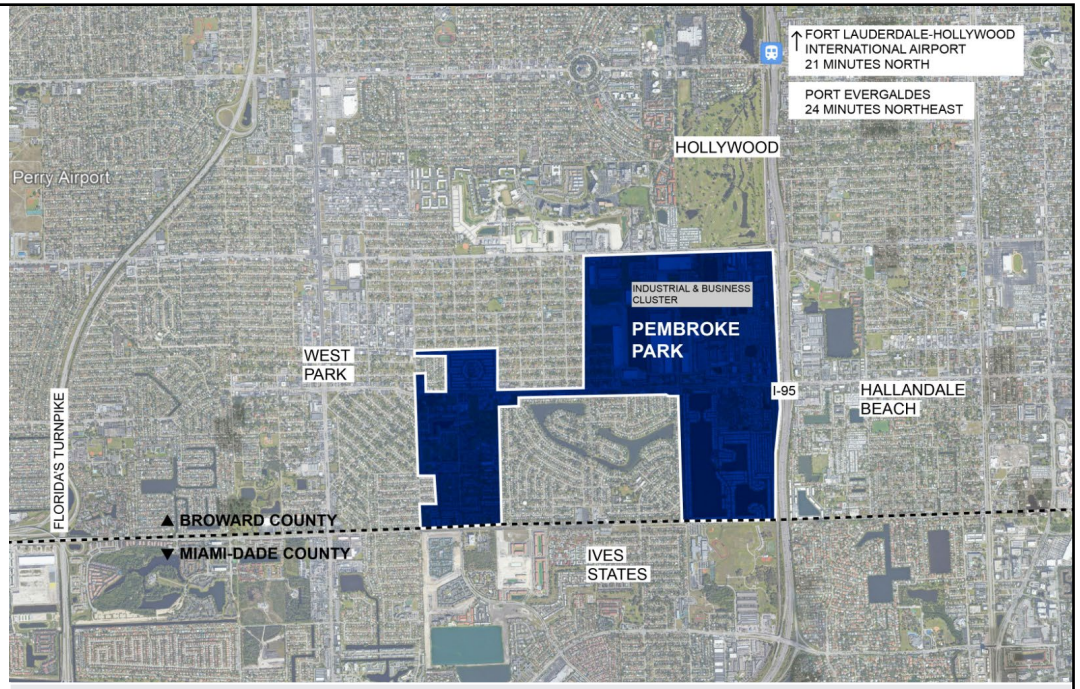
Local Context

Neighbors

- Hollywood is to the north with 152,511 pop., Median Age 41.6 years, and Median Income $27,334.
- Ives States is to the south with 22,707 pop., Median Age 38.5 years, and Median Income $30,644.
- Hallandale Beach is to the east with 39,656 pop., Median Age 44.8 years, and Median Income $24,614.
- West Park is to the west with 15,012 pop., Median Age 34.7 years, and Median Income $21,409.
- Fort Lauderdale is located just 20 minutes north and is home to 180,124 pop., Median Age 42.1 years, and Median Income $31,081.

Land Connection to Major Transportation Hubs within Less Than 40 Minutes

- North Perry Airport (17 minutes drive).
- Fort Lauderdale-Hollywood International Airport (21 minutes drive).
- Port Everglades (24 minutes drive).
- Miami Opa-locka Executive Airport (26 minutes drive).
- Port Miami (31 minutes drive).
- Miami International Airport (34 minutes drive).



Pembroke Park is accessed regionally from I-95 at Hallandale Beach Boulevard and Pembroke Road, which carry 46,000 and 42,000 average vehicular trips per day through the Town. The primary north/south trafficways are SW 56th Avenue, SW 40th Avenue and South Park Road.

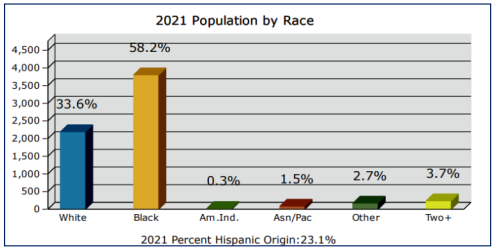
Pembroke Park is serviced by two (2) transit routes. Transit route 28 connects east/west via Hallandale Beach Boulevard from the Atlantic Ocean to the City of Miramar. Transit route 15 connects to the north, through West Park, to the Tri-Rail station and Fort Lauderdale Hollywood Airport at Griffin Road. The nearest Tri-Rail station is located at Hollywood Boulevard but there is no transit connection from Pembroke Park. The Town is currently pursuing several Complete Streets projects through the Metropolitan Planning Organization (MPO) to improve multi-modal transportation opportunities. Previously, the adjacent Town of West Park had a community shuttle which has ceased operation, but in the future Pembroke Park should create localized transit.

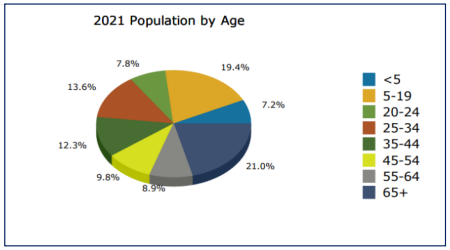
Economic Base Summary

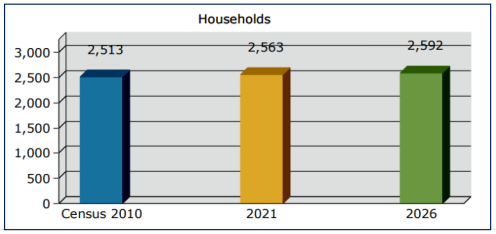
The economic base summary consists of six (6) drivers of economic development and is the first step of the BusinessFlare approach. The Drivers are listed below and some of the key findings in the data are outlined to provide a frame of reference for the data that follows in this report.

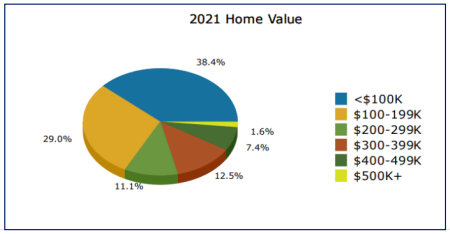
Capital – Industries and Business Characteristics.
Land – Residential and Commercial Real Estate.
Labor – Workforce and Job Trends.
Markets – Socioeconomic Profile and Tapestries.
Regulations – Land Use and Zoning.
Quality of Life – Entertainment, Recreation, and Public Spaces.

BusinessFlare used the latest data sources from ESRI (Business Analyst Online), American Community Survey, CoStar, EMSI (Economic Modeling Specialists, Intl.), Placer, and other sources. In addition to the use of Miro an interactive whiteboard tool for brainstorming meetings. The purpose of this analysis is to describe the current market, economic conditions, and identify local and regional trends that may affect Pembroke Park.









BTRs

589 businesses in 2022
609 businesses in 2021
609 businesses in 2020
608 in 2019

128 opened since 2019
79 opened since 2020
40 opened since 2021

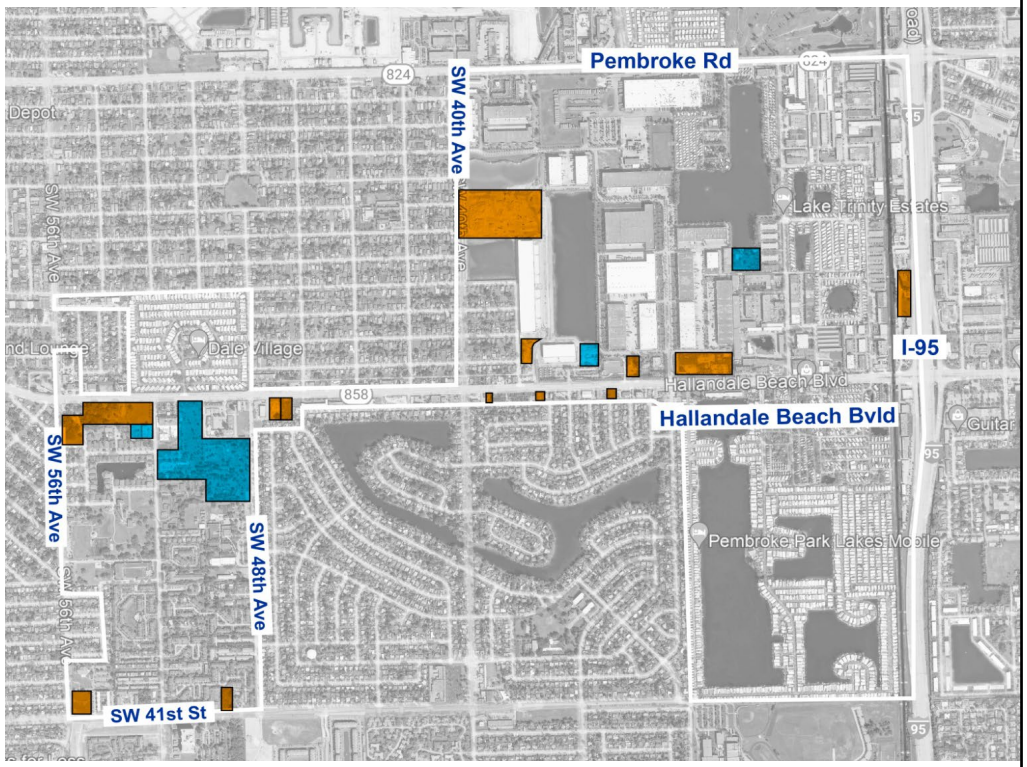
New 2022 BTRs

Financial Services
Manufacturing and Logistics
Warehousing & Wholesale

Driver: Land

According to the 2020 US Census, the Town holds 3,756 residential units of which thirty-four (34%) were reported as vacant. This number is higher than the countywide average and most likely accounts for a larger number of seasonally occupied units. The Town has a total of thirteen (13) mobile home parks and four (4) RV Parks catering to temporary visitors and seasonal residents.

According to the Town of Pembroke Park Comprehensive Plan, last updated in 2019, the Town is committed to enhancements that would increase residential appraised values while maintaining a minimum of 1,500 affordable housing units. Currently there are 622 State subsidized affordable units serving populations with incomes of sixty (60%) or less of area median income. Naturally occurring affordable units have not been evaluated but given the fast appreciation of housing, nationally since 2019, the Town should evaluate housing affordability. Housing Objective 3.1 of the Comprehensive plan recommends a study of its current housing stock "to identify the type(s) of housing redevelopment strategies" be conducted every 10 years, beginning in 2010.



Driver: Land

The Town is somewhat challenged when it comes to new residential development with a limited number of vacant sites for redevelopment, compounded by the Town's limitation of only thirty-three (33) residential flexibility/reserve units available for affordable housing (outside of residentially zoned areas). This is particularly challenging since one of the Town's other goals is to locate affordable housing near its employment centers which are primarily light industrial. The entire Town qualifies for Department of Housing and Urban Development (HUD) and other types of government housing assistance as a low to moderate income (LMI) community.

Industrial and commercial land uses account for more than forty (40%) of the Town's land area. Along its major thoroughfares, Pembroke Road and Hallandale Beach Boulevard, Pembroke Park shares borders with the Town of West Park and the City of Hollywood which are both adjacent and, in some areas, directly across the road. Along the southside of Hallandale Beach Boulevard there is a narrow stretch of commercial which is bounded the Town of West Park. South of this commercial area is primarily residential, while directly north along Hallandale Beach Boulevard, West Park has created a Local Activity Center (LAC) land use district which will facilitate more mixed-use development. West Park's LAC abuts the Town's northern boundaries as well. Maximum residential densities within Pembroke Park are twenty-five (25) units to the acre.

Census Tracts 1005.02 and 1007 are designated Opportunity Zones, however both locations are residential and built out. The entire Town is eligible for New Market Tax Credits (NMTC) due to its HUD status as LMI.

Driver: Labor

Pembroke Park has thriving industrial areas with more than 2,000,000 square feet of space to support a variety of uses including warehouse, distribution, manufacturing, automotive repair, entertainment infrastructure, decorator and design uses. Key employers operated in transportation/warehouse, retail trade, and construction. There are opportunities for growth in computer and technology-related business sectors, along with the need for private educational facilities including trade and language schools.

From a tax revenue standpoint, industry provides roughly 56% of the town's general find revenue and serves as a regional employment center for residents and nearby communities.

Local restaurants and retailers exist to support nearby residential, with accompanying big box automotive and general merchandise retailers drawing consumers into the town.

Coca-Cola

GRAINGER
FOR THE ONES WHO GET IT DONE

amazon

INTERNATIONAL DOCK PRODUCTS, INC.

FEEDING SOUTH FLORIDA

MOHAWK INDUSTRIES, INC.

ME PRODUCTIONS

SOUTH FLORIDA SunSentinel

Local 10 WPLG

THE HOME DEPOT

the chefs WAREHOUSE

Driver: Labor (Employment Clusters)

Businesses:

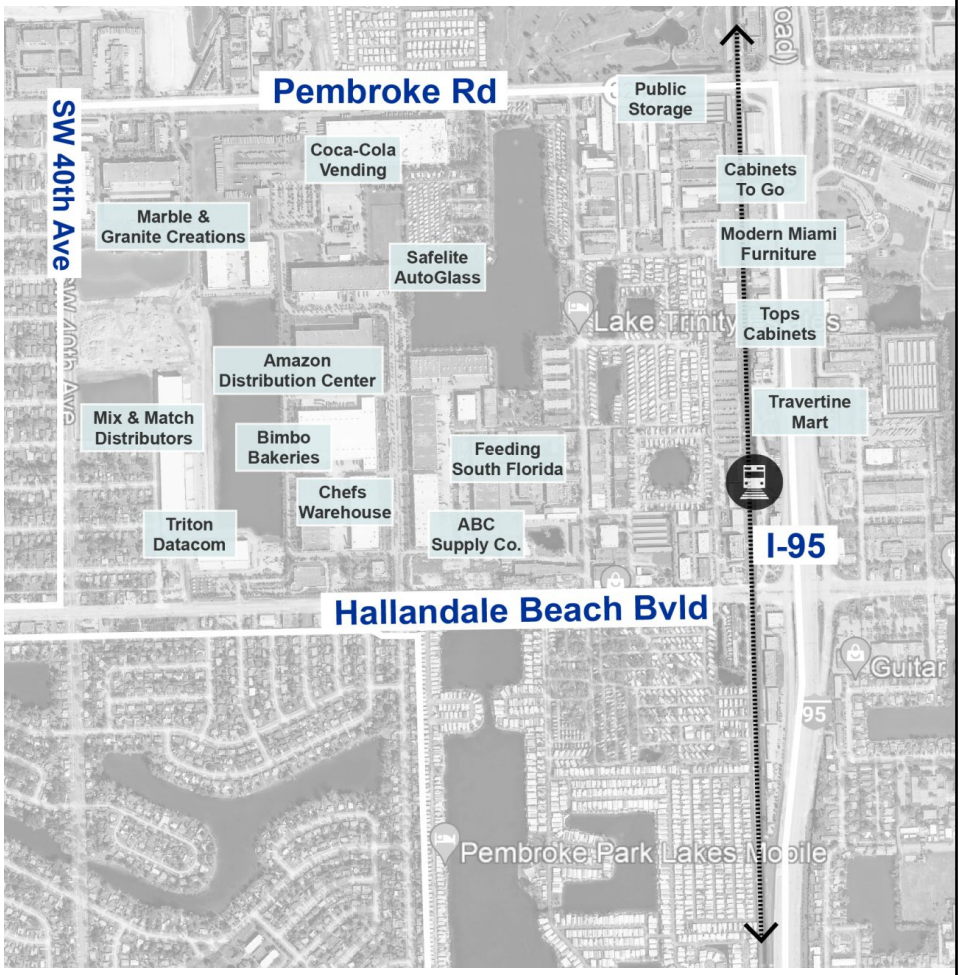
- 726 businesses
- Major business sectors:
  - Warehousing/ Distribution 12.4%
  - Retail Trade 9.3%
  - Healthcare/ Social Assistance 8%
  - Arts, Entertainment, Recreation 7.8%
  - Public Administration 7.6%
  - Construction 6.9%

Jobs:

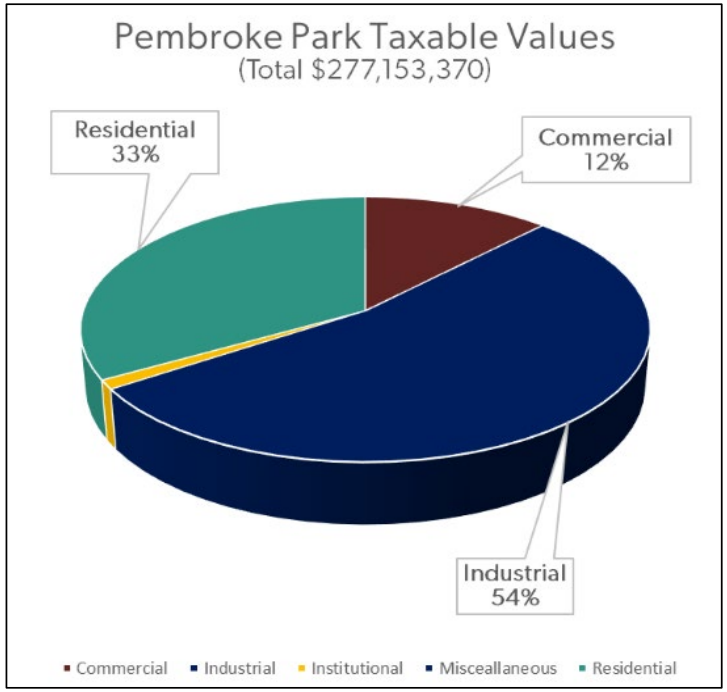
- 5,626 total employees
- 86% drive to work alone
- 15% spend 7+ hours per week commuting to and from work

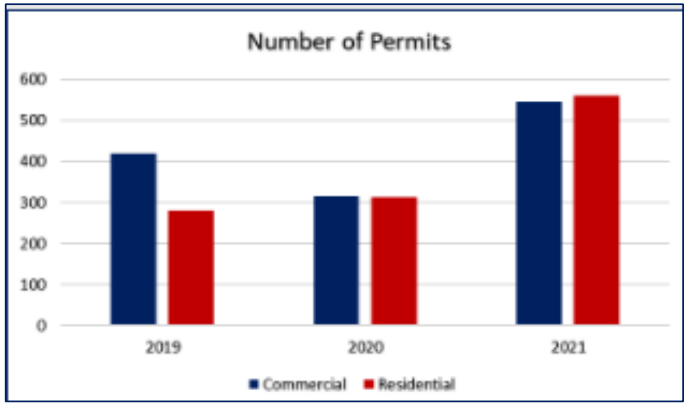
Education Attainment:

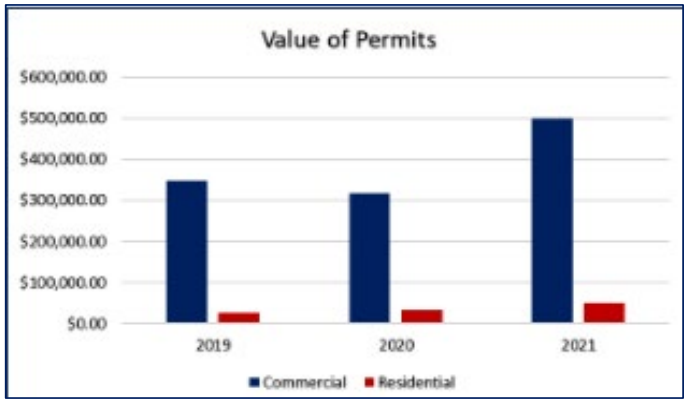
- 22% Bachelor's/Grad/Prof Degree
- 23% Some College
- 30% High School Degree



Driver: Capital







Driver: Capital (Resources)

Local

- **Business Improvement District:** The concept of a Business Improvement District (BID) for Pembroke Park is a long-term goal. In the short-term, the area's business retention and attraction program should focus on identifying granular business needs, businesses, and building relationships with business owners for future BID consideration.
- **Community Benefits**: Pembroke Park should partner with developers to encourage the design and/or construction of public facilities, renovation of green spaces, and incorporation of infrastructure projects to provide community benefit.
- **Impact Fees:** Given the rising cost of materials and labor, many local governments seek ways to assist developers in mitigating start-up costs by experimenting with waiving or staggering impact fee payments. This upfront assistance differs from traditional incentives by impacting construction cashflow at a time when cash outflow is at its highest.

State

- **Brownfield Incentives:** Florida offers incentives to businesses that locate on a brownfield site with a Brownfield Site Rehabilitation Agreement (BSRA). The Brownfield Redevelopment Bonus Refund is available to encourage Brownfield redevelopment and job creation. Approved applicants receive tax refunds of up to $2,500 for each job created.
- **Transit Oriented Development Funding:** Given the proximity of 30th Avenue to Interstate 95, Pembroke Park should research applicable transportation infrastructure grants and programs.

Federal

- **New Markets Tax Credits:** This federal program incentivizes business and real estate investment in low-income communities of the United States via a federal tax credit. It is administered by the US Treasury Department's Community Development Financial Institutions Fund and allocated by local Community Development Entities across the United States. Within Pembroke Park, there are two New Markets Tax Credits (NMTC) qualified areas. Both are designated as "Severe Distressed" which makes the areas eligible for NMTC investment.
- **Community Development Block Grants:** These federal program funds can be used to build community facilities, roads, parks, repair or rehabilitate housing, provide new or increased public services to residents, or fund initiatives that generate or retain new jobs. Depending on how Pembroke Park currently allocates its CDBG dollars, future funds could be used to assist with housing and/ or small business initiatives.
- **Housing and Urban Development Grants and Loans:** The US Department of Housing and Urban Development (HUD) provides low-interest loans to local governments for the implementation of capital projects for revitalization and economic development, including streetscape and infrastructure improvements. These loans can be supplemented by Economic Development Initiative (EDI) grants from HUD.
- **Economic Development Agency:** Public Works program investments help facilitate the transition of communities from being distressed to becoming competitive by developing key public infrastructure, such as technology-based facilities that utilize distance learning networks, smart rooms, and smart buildings; multi-tenant manufacturing and other facilities; business and industrial parks with fiber optic cable; and telecommunications and development facilities. In addition, EDA invests in traditional public works projects.

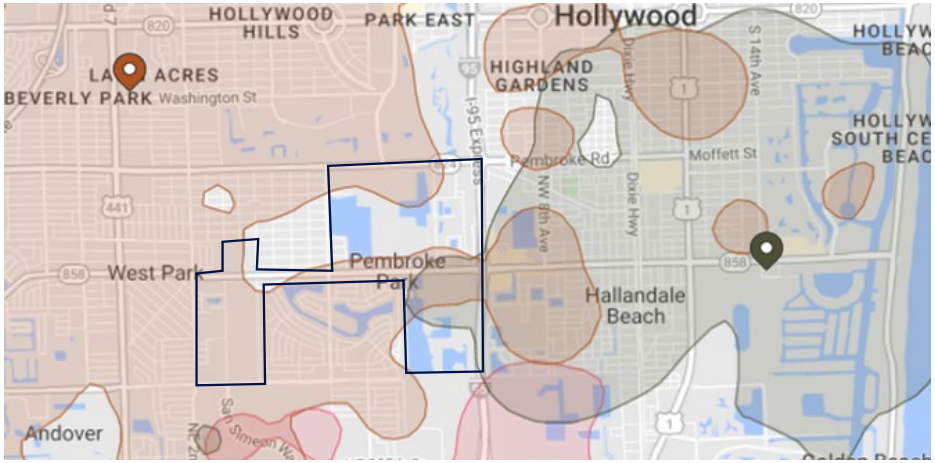
Driver: Capital – Land Value Efficiency

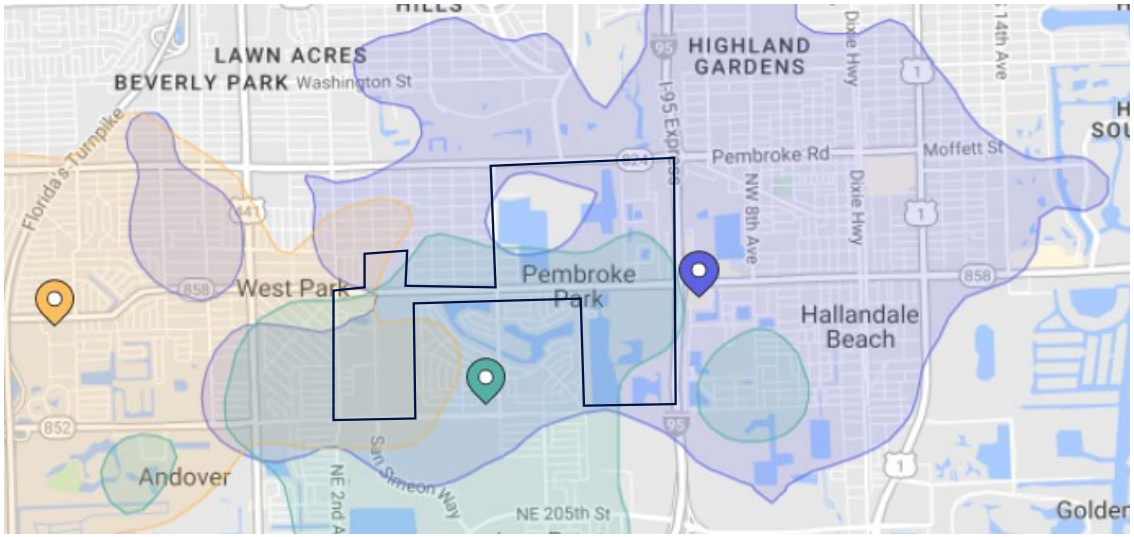
Some of the highest value parcels per acre are located at either opportunity sites or along the corridors that should be the focus of placemaking and regulatory enhancements to attract investment.

Driver: Markets

Supermarket Coverage

While there is not a grocery store within the Town's boundaries, there are two full-service grocery stores within a one-mile radius, two limited grocery retailers, and four specialty grocers located in the Town.





Driver: Quality of Life

Quality of life amenities in Pembroke Park include four (4) parks providing outdoor recreation areas, exercise equipment, ball fields, walking paths, and ADA-accessible trails. Select park upgrades underway. In addition, both natural and artificial lakes provide waterfront views for residents, visitors, and employees. Lake amenities include fishing and boat access, along with adjacent paved paths for biking and walking. Existing natural amenities rank high on residents' quality of life lists.

At 1.6 square miles, Pembroke Park is walkable through internal neighborhood roads. The town's walkability is enhanced by a Broward County Transit bus route with connectivity to South Florida Regional Transportation Authority's Fort Lauderdale Tri-Rail station.

With changing demographics, senior residents have access to a state-of-the-art senior living facility near public amenities, while younger families have access to quality public and private schools. Both populations also have access to healthcare locally through Mobile Health Centers provided by Joe DiMaggio Children's Hospital and Memorial Healthcare System.

WORKERS

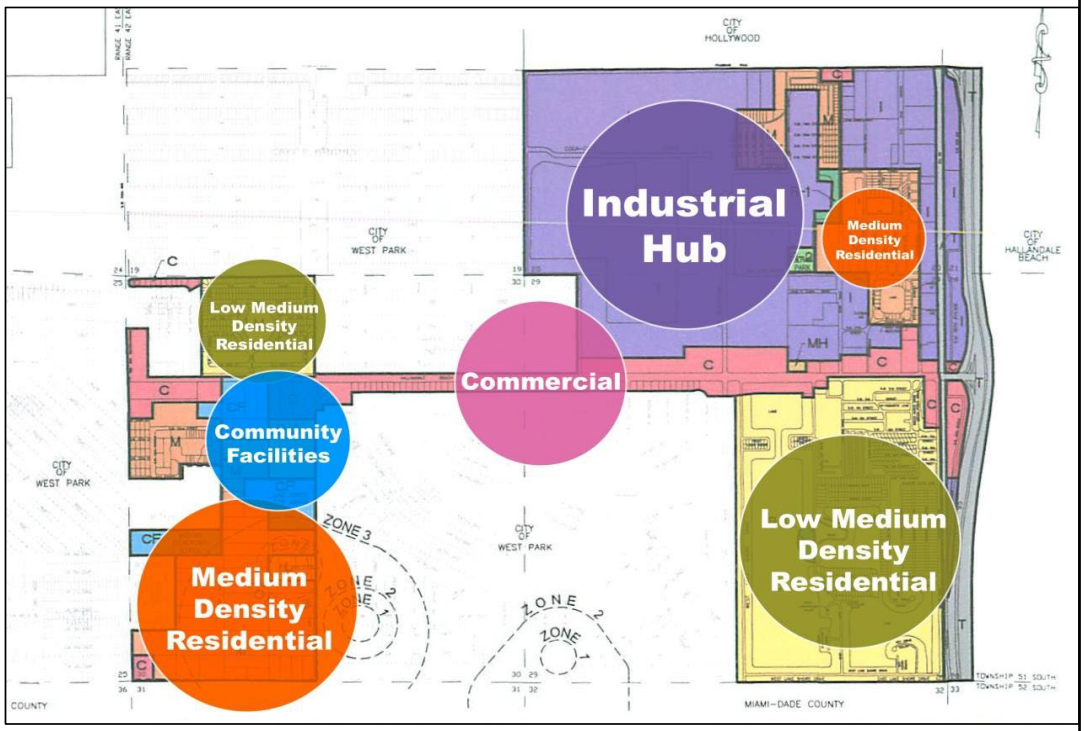
2,998	86.0%
ACS Workers Age 16+	Drove Alone to Work

Driver: Regulation - Zoning

Land Use General Designations

In general, the Town of Pembroke Park can be characterized as a suburban commercial corridor along Hallandale Beach Boulevard, industrial and business hub in the northeast, low medium residential district to the southeast and northwest, and median density multifamily residential to the southwest. The list below shows the (5) major land uses within Pembroke Park.

1.Low Medium District (residential) 31.1%
2.Industrial Hub 30.7%
3.Commercial 12.2%
4.Medium Density Residential 7.3%
5.Community and Recreational Facilities 3.2%



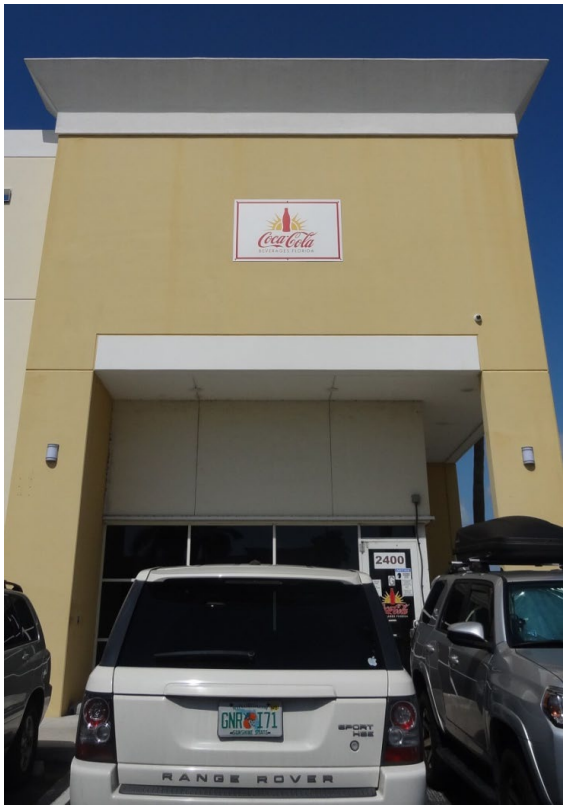
Driver: Regulation - Zoning

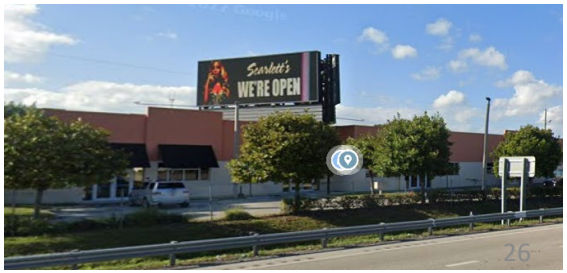
SIGN PROHIBITIONS

- **Tenant Identification Signs** - *prohibited* (except retail shopping center; not industrial).
- **Lighting** - up lighting and down lighting *prohibited* (up lighting or down lighting).
  - Neon or exposed *prohibited.*
  - Lit window signs *prohibited.*
- **Mural/Painted Signs** are *prohibited.*

SIGN DIMENSIONS

- Sign sizes are incompatible with commercial corridor development.
- Sign size regulations are written in a way that does not allow for signage to scale of building.
- General – Signage regulations or future wayfinding should be compatible with design speeds (FDOT wayfinding standards; International Sign Association).





Business Climate

- Lack of identity
- Poor signage
- Negative aesthetics
- Heavy automotive uses
- Jurisdictional confusion
- Future of mobile home parks
- Strong non-residential tax base
- Strong industry brands
- Industry “cool factor” businesses

Business Climate

The employee population is almost another Pembroke Park in itself.
--
Large Workforce but Money Flowing Out.
--
People coming in to work, producing goods, then goods and workforce leave the city.
--
Only economy kept in the city are the property and business taxes and occasional spillover spending.

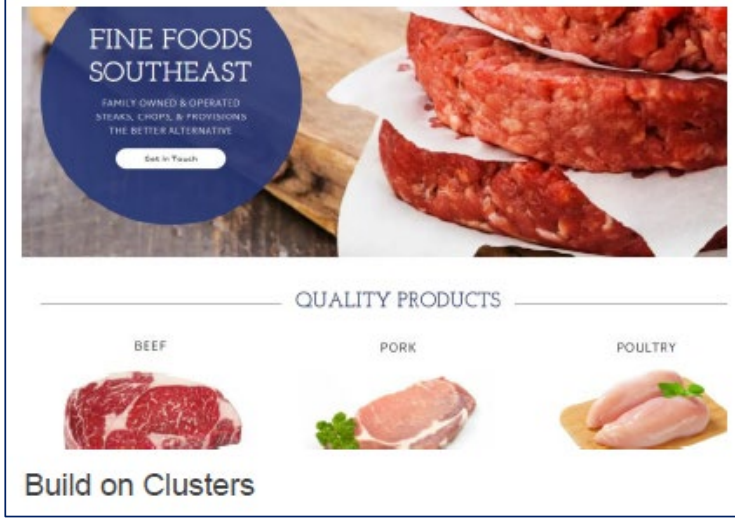
Economic Development Goals and Actions

DRAFT

EDG #1 – Economic Development

Strategy 1.A Develop and expand targeted industries (office users, clusters, market gaps, aspirations).

Action Items: Partner with the Fort Lauderdale Alliance to recruit key logistics companies and targeted office users.



Build on Clusters

Strategy 1.B Targeted development (opportunity sites, distribution and logistics).

Action Items: Work with opportunity sites to attract targeted development, including expanded office uses in the town.

Expand Office Uses

EDG #1 – Economic Development

Strategy 1.C Business assistance.

Action Items: Encourage and assist business and building signage.

Create Façade and Fence Replacement programs to improve aesthetics.

Improve Business Signage

Strategy 1.D Support existing businesses.

Action Items: Develop a start-up trades entrepreneurship program for Pembroke Park Commerce Park; establish a food and beverage entrepreneurship center (food hall and market).

Trades Entrepreneurship

EDG #1 – Economic Development

Pembroke Park has several key opportunity sites that can attract complementary investment that expands the jobs and tax base and that can contribute toward enhanced quality of life.

Targeted Development

EDG #1 – Economic Development

Pembroke Park should continue to work well with the warehousing and logistics industries on their continued investments in development and redevelopment.

Targeted Industries

Expand Logistics Users

EDG #2 – Market Position and Identity

Strategy 2.A Identify and develop a brand that showcases Pembroke Park's strengths.

Action Items: Outsource for branding and image services.

Strategy 2.B Develop and execute a comprehensive marketing communication program.

Action Items: Determine implementation staff and/or partners

Rebrand as a
Decorator Destination

Refocus Residential Brand on Families

EDG #2 – Market Position and Identity

Strategy 2.C Strengthen and expand events and opportunities with the region.

Action Items: Identify and prioritize existing local and regional events for partnership and support.

Strategy 2.D Activities and events.

Action Items: Enhance and expose lakeside business park activity center. Expose fishing.

Strategy 2.E Rebrand Hallandale Beach Boulevard as "Park Boulevard".

Action Items: Incorporate signage style and murals along the Boulevard.

Recruit on-brand retailers

Increase focus on code enforcement violations related to aesthetics

Encourage Activity Centers

Encourage Authentic Events

EDG #2 – Market Position and Identity

Pembroke Park has many large buildings located along major corridors that can provide high visibility and awareness to the regional market of the business, investment and customer opportunities available in the Town.

Market Position and Identity

Promote PP Here

Authorize a Mural Signage Program

EDG #2 – Market Position and Identity

The presence of many recognizable brands in Pembroke Park is a strength that speaks to the Town as a regional business center.

Market Position and Identity

Capitalize on the present brands
Enhance businesses signage

EDG #2 – Market Position and Identity

Many businesses in Pembroke Park identify as being in either Hollywood or Hallandale Beach. The Town should work with FDOT and West Park to rebrand or co-name Hallandale Beach Boulevard to Park Boulevard.

Market Position and Identity

greater fort lauderdale alliance | broward county
Life. Less taxing.

Strengthen Partnerships

Embrace Business Culture

EDG #2 – Market Position and Identity

With the exception of agriculture, Pembroke Park has the full life-cycle supply chain for the food and beverage industry, including manufacturing, wholesale, distribution, and retail and restaurant operations. This provides a theme on which the Town can develop an identity and campaign targeting the attraction of additional culinary entrepreneurs.

Food and Beverage – Manufacturing and Distribution

EDG #3 – Capital Projects

Strategy 3.A Improve look and feel of the area (30th Ave, wayfinding, signage, gateways, street furniture, banners).

Action Items: Inventory and map existing signage and furniture assets.

Map future signage and furniture upgrades, relocations, and installations.

Finalize, design, budget and phasing of image projects.

Strategy 3.B Maintain and expand the public infrastructure that businesses need to thrive.

Action Items: Identify existing and future infrastructure needs.

Determine cost, budget allocation, and phasing of projects.

Strategy 3.C Develop a plan to beautify Hallandale Beach Boulevard on the Pembroke Park segment as a differentiator marker.

Action Items: Determine beautification project boundaries and associated budget.

Outsource streetscape design, phasing recommendations and implementation.

30th Avenue is essentially the Town's front door and provides visibility for businesses to a high number of vehicles. It is a relatively unique situation in South Florida to have a business district with placemaking potential facing an Interstate with unobstructed views.

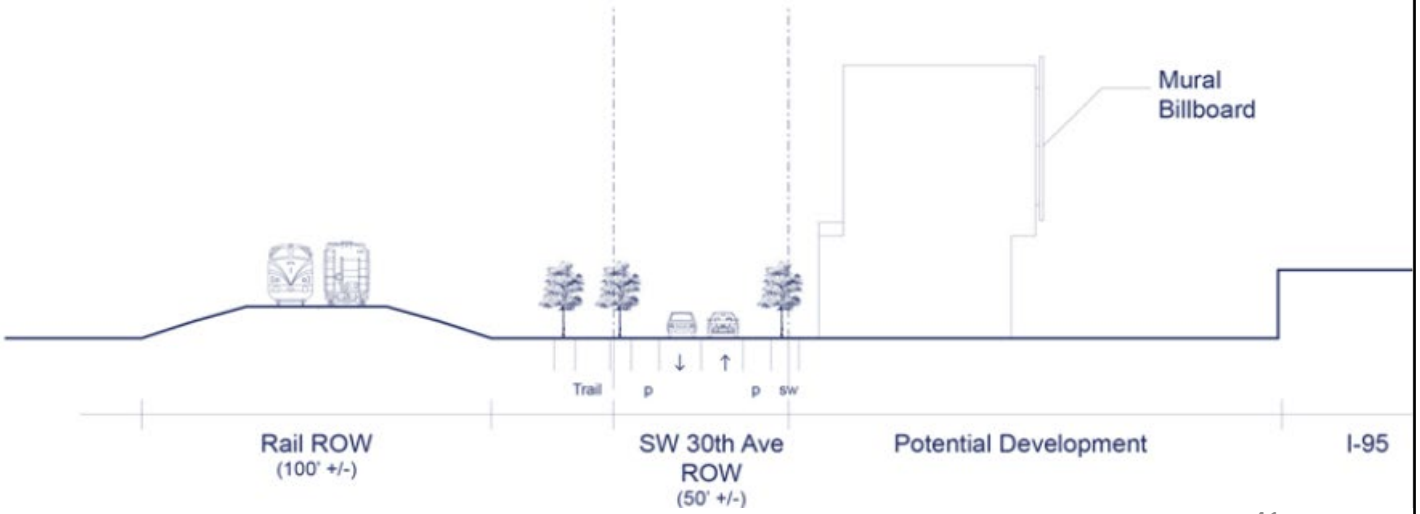
Infrastructure, streetscape and regulatory improvements to 30th Avenue an attract more resilient business investment and help make the area more of a local and regional destination.

EDG #3 – Capital Projects

Aesthetics

Existing Conditions

Potential Rails W/ Trails



EDG #3 – Capital Projects

Existing

EDG #3 – Capital Projects

Potential – Rails to Trails

EDG #4 – Residential

Strategy 4.A Encourage mixed-use development along Hallandale Beach Boulevard

Action Items: Inventory applicable development and redevelopment sites to include ownership, site specifications, and existing zoning.

Create an affordable housing development program for mixed-use residential developers.

In addition to the large site located at the western end of Hallandale Beach Boulevard, there two other parcels that are well-suited for mixed use or residential development.

One is the location of the former Aspen Nursery on Hallandale Beach Boulevard, which could be redeveloped into a mixed-use project. This type of development, on this site and along the Hallandale Beach Boulevard corridor, would require amendments to the Land Development Regulations.

The other site is located at the Northeast corner of Countyline Road and SW 56th Avenue. This location is a good location for the development of multifamily residential development that adds new residential inventory to the town and provides an opportunity to enhance an important southern gateway into the Town.

The Aspen Nursery site

Vacant parcels next to Town Hall

EDG #4 – Residential

Residential Opportunity

Mixed Use – HBB Nursery Site

Site Size: 68,125 SF/ 1.5 AC

Current Zoning: B-1 Business District

FLUM: Commercial (max impervious 80%)

Developable Area After Impervious %: 1.2 AC

Max. Height: 100 FT

--

Special Exception Density: 25 Dwelling Units Per Acre

Current Site Density Without Flex Units: 1.5 x 25 = 37.5 = 38 Residential Units

Special Exception Commercial Use Req.: 5,000 SF

--

Special Exception for Mixed-Use Development:

(a) Applicability. Properties which are ten (10) acres or less in area which are master planned as integrated mixed-use projects. Properties must be a minimum of seven and one-half (7.5) acres in size to qualify for such development use.

(b) Density. Subject to allocation of Flexibility and/or Reserve Dwelling units by the Town Commission, but not to exceed the number of units permitted by the Future Land Use Element of the Town's Comprehensive Plan.

EDG #4 – Residential

Residential Opportunity

Mixed Use – HBB Nursery Site

#1

Ground Floor Commercial: 5,000 SF

# of Residential Units: 81

Type of Units: 1, 2, & 3 Beds

Building Height: 5-6 Stories

Open Space & Amenities: 8,000 SF

Parking Provided On-Site: 136 Spaces

Parking Provided On-Street: 22 Spaces

Total Parking Provided: 152 Space

--

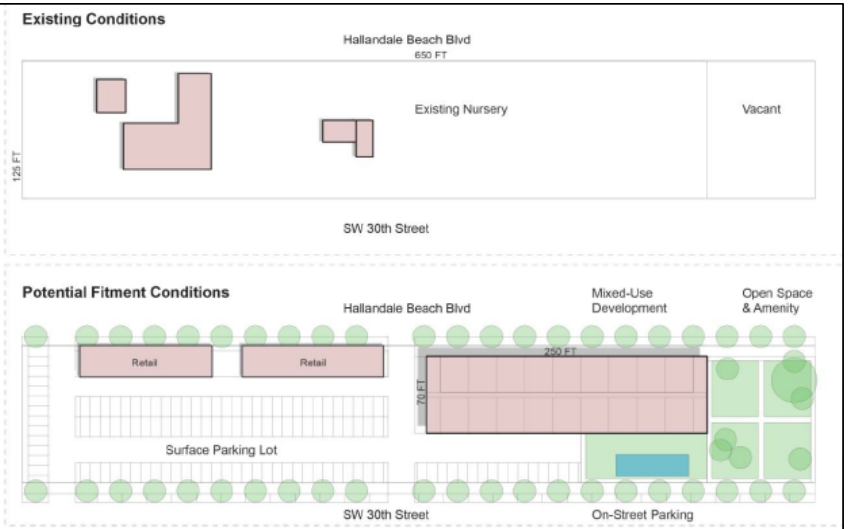
Potential Density: 54 du/ac

Estimated Economic Development Impact:

50-100 Direct and Indirect Jobs

$250K in Economic Transactions

$130K Property Tax



EDG #4 – Residential

Residential Opportunity

Multi-Family – SW Corner

Site Size: 80,899 SF/ 1.8 AC

Current Zoning: B-1 Business District

FLUM: Commercial (max impervious 80%)

Developable Area After Impervious %: 1.44 AC

Max. Height: 100 FT

--

Special Exception Density: 25 Dwelling Units Per Acre

Current Site Density Without Flex Units: 1.8 x 25 = 45 Residential Units

Special Exception Commercial Use Req.: 5,000 SF

--

Special Exception for Mixed-Use Development:

(a) Applicability. Properties which are ten (10) acres or less in area which are master planned as integrated mixed-use projects. Properties must be a minimum of seven and one-half (7.5) acres in size to qualify for such development use.

(b) Density. Subject to allocation of Flexibility and/or Reserve Dwelling units by the Town Commission, but not to exceed the number of units permitted by the Future Land Use Element of the Town's Comprehensive Plan.

EDG #4 – Residential

Residential Opportunity

Multi-Family – SW Corner

#1

Ground Floor Commercial: --

# of Residential Units: 50

Type of Units: 1, 2, & 3 Beds

Building Height: 5 Stories

Open Space & Amenities: 3,000 SF

Parking Provided On-Site: 60 Spaces

Parking Provided On-Street: 16 Spaces

Total Parking Provided: 76 Space

--

Potential Density: 28 du/ac

--

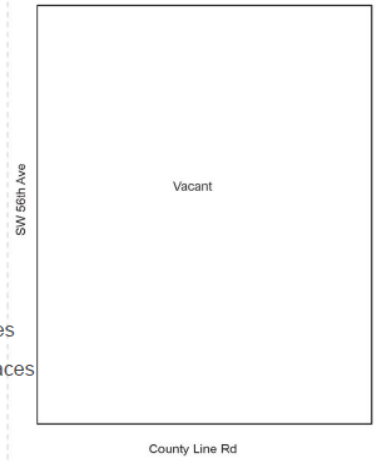
Estimated Economic Impact:

50-100 Direct and Indirect Jobs

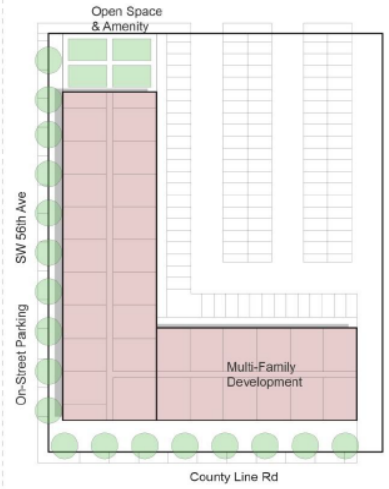
$250K in Economic Transactions

$130K Property Tax

Existing Conditions



Potential Fitment Conditions



EDG #5 – Support Policies

Strategy 5.A Land development regulations to attract investment

Action Items: Review existing regulations with an eye towards modifications to encourage adaptive reuse.

Create Ombudsman role to assist with business attraction goals.

Review and modify signage codes and regulations to promote commerce.

Modify existing regulations to limit vice-related businesses.

Strategy 5.B Program and incentives

Action Items: Develop mural and signage grants for targeted corridors and/ or areas.

Lay the long-term groundwork for a possible Business Improvement District to preserve small business areas.

Strategy 5.C Land acquisition and disposition

Action Items: Review existing policies for potential Public Private Partnerships.

Create Crisis Management program to cover displacements due to market forces.

Implement an Adaptive Reuse Overlay

Amend Signage Regulations

EDG #5 – Support Policies

Implement an Adaptive Reuse Overlay

Activity Centers

EDG #5 – Support Policies

Housing Preservation

Improve Aesthetics

EDG #5 – Support Policies

Public Land Acquisition and Disposition

Town-Owned Property

Acquire Liened Properties

Code Enforcement Department Report

From 1/1/2019 to 1/26/2022

EMBROKE	Sec 5-103. - Exterior maintenance of structures and premises (h) Sec. 12-48. - Outdoor storage prohibited	Supplemental Order/Claim of Lien
MBROKE	Sec 5-105. - Repairs and installations	Supplemental Order/Claim of Lien
MBROKE 75	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)	Supplemental Order/Claim of Lien
EMBROKE	Sec. 5-2. - Nonresidential commercial buildings, owner's responsibilities (a)	Supplemental Order/Claim of Lien

Implementation Budget

DRAFT

Implementation Budget

DRAFT

	Responsible Party	One time	Recurring
ED Marketing			
Research Maintenance	Economic Development		7,500
Message Development	Public Information, Economic Dev.		12,000
Message Management	Public Information, Economic Dev.		6,000
Printing	Public Information		5,000
Advertising (billboards)	Public Information	10,000	42,000
Banners	Public Information		10,000
ED Engagement			
Partner Engagement	Town Manager, Planning, Eco Dev		5,400
Prospect Engagement	Town Manager, Planning, Eco Dev		5,400
Stakeholder Engagement	Town Manager, Planning, Eco Dev		5,400
Façade Grants	Planning		50,000
Capital			
30th Avenue Improvements	Public Works	1,500,000	-
Gateways and Wayfinding	Public Works	125,000	-
Street Furniture	Public Works	75,000	-
Regulatory			
LDR Amendments	Planning, Economic Development	90,000	-
Targeted Code Enforcement	Code Enforcement		TBD
Special Events	Town Manager, PD, Public Information		TBD
		1,800,000	**156,200**

BusinessFlare® is a full-service economic development consulting firm based in North Miami, Florida, with Flareheads located in the states of Florida, Tennessee, Alabama, Ohio, and Texas. The firm specializes in economic analysis and realistic planning and implementation of economic development strategies for neighborhoods, cities and counties.

The firm excels at finding the right balance between financial and market feasibility, regulatory efficiency, and design, identity and brand for each client's unique characteristics.

The firm has recently worked on projects such as Martin County's COVID-19 Economic Development Action Plan, the Bahia Mar Fiscal Impact Assessment, the West Coconut Grove Community Redevelopment Plan, the Lake Park CRA Plan, economic development implementation in Doral, Homestead, and North Miami, and for the Hiram Clarke Redevelopment Zone in Houston, Texas.

The firm's service areas include:
BusinessFlare® Economics – economic development, revitalization
BusinessFlare® Analytics – feasibility, market, economic analysis;
BusinessFlare® Design – placemaking, urban planning
BusinessFlare® Aerial – project based aerial photography
Craft Brewery Sites – craft brewery attraction

Thank You

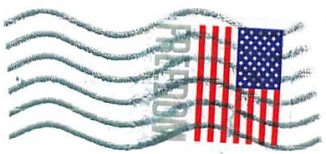
Town of Pembroke Park
July 2022

Prepared For:
Town of Pembroke Park

BUSINESS FLARE®

1995 MARSEILLE
MIAMI BEACH FL
33141

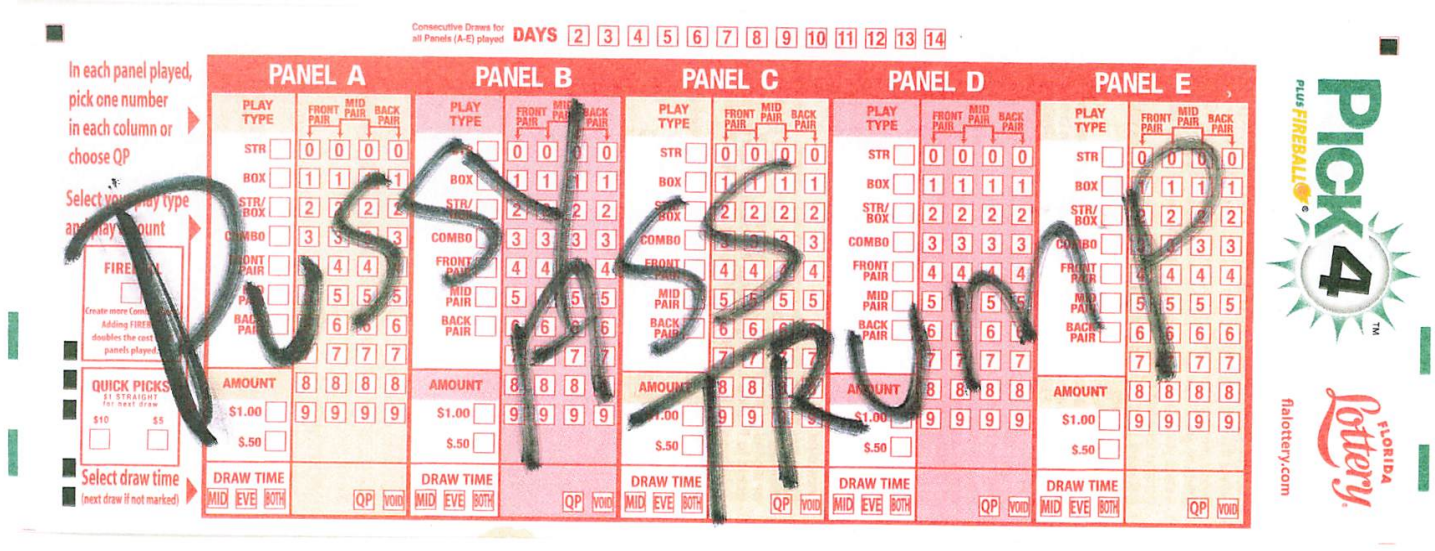
WEST PALM BCH FL 334
8 JAN 2024 PM 3 L



GEOFRY JACKOB
3150 SW 52 AVE
PEMBROOKE PARK FL
33023

33023-541350

PUSSY ASS GEOFFRY
WHORE WIFE SUCKS
DICKS 3 DRINKS
CUM SPERM CUM
IT'S CALLED ABORTION
STUPID BITCH



Russ Pass Run

TITLE SEARCH REPORT

Fund File Number: 1450966

The information contained in this title search is being furnished by Attorneys' Title Fund Services, LLC. If this report is to be used by a title insurance agent for evaluation and determination of insurability by the agent prior to the issuance of title insurance, then the agent shall have liability for such work.

Provided For: Goren Cherof Doody & Ezrol, P.A. ***Agent's File Reference:*** PLANAKIS

After an examination of this search the Agent must:

A. Evaluate all instruments, plats and documents contained in the report.

B. Include in the Commitment under Schedule B, any additional requirements and/or exceptions you find necessary from your analysis of the surveys, prior title evidence or other relevant information from the transaction.

C. Verify the status of corporations and limited partnerships and other business entities with the appropriate governmental agency or other authority.

D. Determine whether the property has legal access.

E. Determine if any unpaid municipal taxes or assessments exist, which are not recorded in the Official Records Books of the county.

F. Determine whether any portion of the property is submerged or artificially filled, if the property borders a body of water, and if riparian or littoral rights exist.

G. The information provided herein does not include a search of federal liens and judgment liens filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:

(a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and

(b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)

Prepared Date: October 3, 2023 ***Attorneys' Title Fund Services, LLC***

Prepared by: Norma Maldonado, Commercial Examiner
Phone Number: (800) 336-3863 x6259
Email Address: nmaldonado@thefund.com

TITLE SEARCH REPORT

Fund File Number: 1450966

Effective Date of approved base title information: August 8, 1935

Effective Date of Search: September 28, 2023 at 11:00 PM

Apparent Title Vested in:

Area of Concern appears to lie within the ownership of David E. Zell, as Trustee of the Trust Agreement dated the 21st day of November, 1984 and The Flava Fruit Corporation but dedicated to the Public (Reserving to itself, its successors and assigns and owners of the abutting property the reversion or reversions thereof whenever discontinued by law)

Description of real property to be insured/foreclosed situated in Broward County, Florida.

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LYING AND BEING IN BROWARD COUNTY, FLORIDA; AND THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST LYING AND BEING IN BROWARD COUNTY, FLORIDA.
and
HOLLYDALE AMEN PLAT 16-49 B THOROUGHFARES DEDICATED TO PUBLIC PER PLAT

Muniments of Title, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Records Books of the county:

1. Quit Claim Deed from David Zell aka David E. Zell, Individual to David E. Zell, as Trustee of the Trust Agreement dated the 21st day of November, 1984, recorded March 16, 2017 in Instrument Number 114264912, Public Records of Broward County, Florida.
2. Warranty Deed from Carl Clark and Dorothy Stuchel Clark to David Zell, Trustee, recorded June 4, 1979 in O.R. Book 8248, Page 695, Public Records of Broward County, Florida.
3. Plat from Flava Fruit Corporation to Dedicated to the Public (Reserving to itself, its successors and assigns and owners of the abutting property the reversion or reversions thereof whenever discontinued by law), recorded September 15, 1935 in Plat Book 16, Page 49, Public Records of Broward County, Florida.
4. Quit Claim Deed from J.B. Long, also known as Joseph B. Long and Florence L. Long and Adolph Freedland and Bess E. Freedlund and Walter H. Hellier to The Flava Fruit Corporation, recorded August 8, 1935 in Deed Book 262, Page 478, Public Records of Broward County, Florida.
5. Quit Claim Deed from Walter R. Hellier and Lillian B. Hellier to The Flava Fruit Corporation, recorded August 9, 1935 in Deed Book 262, Page 483, Public Records of Broward County, Florida.

Mortgages, Assignments and Modifications:

1. Nothing Found

TITLE SEARCH REPORT

Fund File Number: 1450966

Other Property Liens:

1. FOR INFORMATIONAL PURPOSES ONLY: 2022 taxes were paid under receipt number LBX-22-00034550, on November 16, 2022, Parcel/Account ID# 5142 20 00 0520, the gross amount being $57,270.66.
2. Code Enforcement Lien recorded in Instrument Number 118347706, Public Records of Broward County, Florida.
3. Liability for possible continuing violation according to Code Enforcement Lien recorded in Instrument Number 118347706, Public Records of Broward County, Florida.
4. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded December 9, 2022, under Instrument Number 118564075, Public Records of Broward County, Florida.
5. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded June 12, 2023, under Instrument Number 118913104, Public Records of Broward County, Florida.

Restrictions/Easements:

1. Rights of the lessees under unrecorded leases.
2. Developer's Agreement recorded in O.R. Book 12213, page 606, of the Public Records of Broward County, Florida.
3. Cable Television Agreement recorded in O.R. Book 15678, page 795, of the Public Records of Broward County, Florida.
4. Agreement recorded in O.R. Book 31250, page 1854 and O.R. Book 33389, page 1939, of the Public Records of Broward County, Florida.
5. Bill of Sale recorded in O.R. Book 19775, page 449 and O.R. Book 33389, page 1937, of the Public Records of Broward County, Florida.
6. Easement Deed recorded in O.R. Book 33389, page 1948 and O.R. Book 31250, page 1861, of the Public Records of Broward County, Florida.
7. Erosion Control Easement recorded in Instrument Number 112730040, of the Public Records of Broward County, Florida. (area of concern is referenced as Rec Center)
8. Lease Agreement with Town of Pembroke Park recorded in O.R. Book 19305, page 6, of the Public Records of Broward County, Florida.
9. All matters contained on the Plat of Hollydale, as recorded in Plat Book 6, Page 37, Public Records of Broward County, Florida.
10. Agreement recorded in O.R. Book 31237, page 429, of the Public Records of Broward County, Florida.
11. Easement Deed recorded in O.R. Book 31237, page 439, of the Public Records of Broward County, Florida.

TITLE SEARCH REPORT

Fund File Number: 1450966

12. Erosion Control Easement recorded in Instrument Number 112968532, of the Public Records of Broward County, Florida.

Other Encumbrances:

1. Nothing Found

REAL PROPERTY TAX INFORMATION ATTACHED

Proposed Insured:

N/A

STANDARD EXCEPTIONS

Unless satisfactory evidence is presented to the agent eliminating the need for standard exceptions, the following should be made a part of any commitment or policy.

1. ***General or special taxes and assessments required to be paid in the year 2023 and subsequent years.***

2. ***Rights or claims of parties in possession not shown by the public records.***

3. ***Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.***

4. ***Easements or claims of easements not shown by the public records.***

5. ***Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.***

6. ***Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.***

7. ***Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:***

TITLE SEARCH REPORT

Fund File Number: 1450966

(a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and

(b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)

8. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

The report does not cover bankruptcies or other matters filed in the Federal District Courts of Florida.

In foreclosure proceedings, title should be examined between the effective date of this report and the recording of the lis pendens to assure that all necessary and proper parties are joined. Consideration should be given to joining as defendants any persons in possession, other than the record owner, and any parties, other than those named herein, known to the plaintiff or the plaintiff's attorney and having or claiming an interest in the property.

Prior to issuance of any policy of title insurance underwritten by Old Republic National Title Insurance Company, the agent must obtain and evaluate a title search for the period between the effective date of this Title Search Report and the recording date(s) of the instrument(s) on which the policy is based.

If this product is not used for the purpose of issuing a policy, then the maximum liability for incorrect information is $1,000.

Note: The Agent is responsible for obtaining underwriting approval on any commitment prepared from this product in the amount of $1,000,000.00 or more.

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

IMPORTANT:

If you are looking to purchase this property, the tax amount shown may have no relationship to the taxes you will pay.
If you are looking to purchase this property and are not using portability to transfer any capped savings, please use our **Tax Estimator** to determine a more likely estimate of your new amount.
If you own this home and want to purchase a new home in Florida, try our **Portability Estimator** to see how portability and the additional homestead exemption can help you.
If you own a home in Florida, and want to see how much portability will save you, try our **Portability Estimator.**

PREVIOUS | NEXT | VIEW MAP | PRINT | NEW SEARCH | PHOTOGRAPHS | BCPA HOME

Click here to display your 2023 TRIM Notice.

Site Address	2301 SW 31 COURT, PEMBROKE PARK FL 33009	ID #	5142 20 00 0520
Property Owner	DAVID E ZELL TR ZELL, DAVID E TRS	Millage	0613
		Use	28-03
Mailing Address	140 GREENS RD HOLLYWOOD FL 33021		

Abbreviated Legal Description	20-51-42 N1/2 OF E1/2 OF W1/2 OF SE1/4 OF SE1/4 TOG WITH W1/2 OF NE1/4 OF SE1/4 OF SE1/4

Owner Alert	If you are the owner of this property, protect your property from scams or fraud by subscribing to BCPA's free Owner Alert Notification service. Please click here to subscribe.

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values
Click here to see 2022 Exemptions and Taxable Values as reflected on the Nov. 1, 2022 tax bill.

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023	$3,924,830		$3,924,830	$2,877,550	
2022	$2,945,130		$2,945,130	$2,615,960	$57,270.66
2021	$2,749,190		$2,749,190	$2,378,150	$53,538.86

2023 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$3,924,830	$3,924,830	$3,924,830	$3,924,830
Portability	0	0	0	0
Assessed/SOH	$2,877,550	$3,924,830	$2,877,550	$2,877,550
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$2,877,550	$3,924,830	$2,877,550	$2,877,550

Sales History -- Search Subdivision Sales

Date	Type	Price	Book/Page or CIN
2/22/2017	DRR-T	$100	114264912
5/30/1979	WD	$875,000	8248 / 695

Land Calculations

Price	Factor	Type
$10.00	391,882	SF
$0.10	60,113	SF

Adj. Bldg. S.F.		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
06								
R								
96								

If you see a factual error on this page, please click here to notify us.

Search > Account Summary > Bill Details

Real Estate Account #514220-00-0520

Owner:
DAVID E ZELL TR
ZELL,DAVID E TRS

Situs:
2301 SW 31 CT

Parcel details
GIS
Property Appraiser

Get bills by email

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV. **Notice of Ad Valorem Taxes and Non-ad Valorem Assessments**

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2022 Annual Bill	703198	â€"	0613	$0.00	**PAID** Print (PDF)

If paid by:	Nov 30, 2022
Please pay:	$0.00

Combined taxes and assessments: $57,270.66

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.53060	$2,615,960.00	$0.00	$2,615,960.00	$14,467.83
VOTED DEBT	0.13840	$2,615,960.00	$0.00	$2,615,960.00	$362.05
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	$2,945,130.00	$0.00	$2,945,130.00	$13,108.77
CAPITAL OUTLAY	1.50000	$2,945,130.00	$0.00	$2,945,130.00	$4,417.70
VOTER APPROVED DEBT LEVY	0.18730	$2,945,130.00	$0.00	$2,945,130.00	$551.62
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	$2,615,960.00	$0.00	$2,615,960.00	$85.54
OKEECHOBEE BASIN	0.10260	$2,615,960.00	$0.00	$2,615,960.00	$268.40
SFWMD DISTRICT	0.09480	$2,615,960.00	$0.00	$2,615,960.00	$247.99
SOUTH BROWARD HOSPITAL	0.10100	$2,615,960.00	$0.00	$2,615,960.00	$264.21
CHILDREN'S SVCS COUNCIL OF BC	0.45000	$2,615,960.00	$0.00	$2,615,960.00	$1,177.18
TOWN OF PEMBROKE PARK	8.50000	$2,615,960.00	$0.00	$2,615,960.00	$22,235.66
FL INLAND NAVIGATION	0.03200	$2,615,960.00	$0.00	$2,615,960.00	$83.71
Total Ad Valorem Taxes	**21.12040**				**$57,270.66**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
No Non-Ad Valorem Assessments.		

Parcel Details

Owner:	DAVID E ZELL TR ZELL,DAVID E TRS
Situs:	2301 SW 31 CT

Account	514220-00-0520
Alternate Key	703198
Millage code	0613 - PEMBROKE PK 0613
Millage rate	21.12040

Assessed value:	$2,615,960
School assessed value:	$2,945,130

2022 TAX AMOUNTS	
Ad valorem:	$57,270.66
Non-ad valorem:	$0.00
Total Discountable:	$57,270.66
Total tax:	$57,270.66

LEGAL DESCRIPTION

20-51-42 N1/2 OF E1/2 OF W1/2 OF SE1/4 OF SE1/4 TOG WITH W1/2 OF NE1/4 OF SE1/4 OF SE1/4

LOCATION	
Book, page, item:	--
Property class:	
Township:	51
Range:	42
Section:	20
Use code:	28

Broward County Records, Taxes & Treasury Div.
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

Â© 2019â€“2023 Grant Street Group. All rights reserved.

BROWARD COUNTY **2022 Paid Real Estate** Folio: 703198

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Property ID Number	Escrow Code	Assessed Value	Exemptions	Taxable Value	Millage Code
514220-00-0520		*See Below*	*See Below*	*See Below*	0613

$54,979.83

DAVID E ZELL TR
ZELL,DAVID E TRS
140 GREENS RD
HOLLYWOOD, FL 33021

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT.

LBX-22-00034550 Paid By

2301 SW 31 CT
20-51-42
N1/2 OF E1/2 OF W1/2 OF SE1/4
OF SE1/4 TOG WITH W1/2 OF NE1/4
OF SE1/4 OF SE1/4

Paid 11/16/2022 Receipt #
11/15/2022 Effective Date

AD VALOREM TAXES

Taxing Authority	Millage	Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.53060	2,615,960	0	2,615,960	14,467.83
VOTED DEBT	0.13840	2,615,960	0	2,615,960	362.05
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	2,945,130	0	2,945,130	13,108.77
CAPITAL OUTLAY	1.50000	2,945,130	0	2,945,130	4,417.70
VOTER APPROVED DEBT LEVY	0.18730	2,945,130	0	2,945,130	551.62
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	2,615,960	0	2,615,960	85.54
OKEECHOBEE BASIN	0.10260	2,615,960	0	2,615,960	268.40
SFWMD DISTRICT	0.09480	2,615,960	0	2,615,960	247.99
SOUTH BROWARD HOSPITAL	0.10100	2,615,960	0	2,615,960	264.21
CHILDREN'S SVCS COUNCIL OF BC	0.45000	2,615,960	0	2,615,960	1,177.18
TOWN OF PEMBROKE PARK	8.50000	2,615,960	0	2,615,960	22,235.66
FL INLAND NAVIGATION	0.03200	2,615,960	0	2,615,960	83.71

Total Millage: 21.12040 **Ad Valorem Taxes:** $57,270.66

NON-AD VALOREM TAXES

Levying Authority	Rate	Amount

Non-Ad Valorem Assessments: $0.00

Combined Taxes and Assessments: $57,270.66

If Postmarked By	Nov 30, 2022				
Please Pay	$0.00				

BROWARD COUNTY **2022 Paid Real Estate** Folio: 703198

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Paid 11/16/2022 Receipt # LBX-22-00034550 $54,979.83
11/15/2022 Effective Date Paid By

PAY YOUR TAXES ONLINE AT:
broward.county-taxes.com

Make checks payable to:

BROWARD COUNTY TAX COLLECTOR
GOVERNMENTAL CENTER ANNEX
115 S. ANDREWS AVENUE, ROOM # A100
FORT LAUDERDALE, FL 33301-1895

Property ID Number
514220-00-0520

If Postmarked By	Please Pay
Nov 30, 2022	$0.00

Return with Payment

Please Pay Only One Amount

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT

DAVID E ZELL TR
ZELL,DAVID E TRS
140 GREENS RD
HOLLYWOOD, FL 33021

Search > Account Summary

Real Estate Account #514220-00-0520

Owner:
DAVID E ZELL TR
ZELL,DAVID E TRS

Situs:
2301 SW 31 CT

Parcel details
GIS
Property Appraiser

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/15/2022** for **$54,979.83**.

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2022 Annual Bill	$0.00	**Paid** $54,979.83	11/15/2022	**Receipt** #LBX-22-00034550	Print (PDF)
2021 Annual Bill	$0.00	**Paid** $51,397.31	11/16/2021	**Receipt** #LBX-21-00046295	Print (PDF)
2020 Annual Bill	$0.00	**Paid** $47,236.17	11/13/2020	**Receipt** #LBX-20-00031745	Print (PDF)
2019 Annual Bill	$0.00	**Paid** $41,196.45	11/12/2019	**Receipt** #LBX-19-00028129	Print (PDF)
2018 Annual Bill	$0.00	**Paid** $40,617.41	11/13/2018	**Receipt** #LBX-18-00029634	Print (PDF)
2017 Annual Bill	$0.00	**Paid** $40,921.35	11/09/2017	**Receipt** #LBX-17-00021166	Print (PDF)
2016 Annual Bill	$0.00	**Paid** $41,398.25	11/09/2016	**Receipt** #LBX-16-00015055	Print (PDF)
2015 Annual Bill	$0.00	**Paid** $38,298.90	11/13/2015	**Receipt** #LBX-15-00043588	Print (PDF)
2014 Annual Bill	$0.00	**Paid** $38,652.58	11/12/2014	**Receipt** #LBX-14-00028043	Print (PDF)
2013 Annual Bill	$0.00	**Paid** $39,132.46	11/15/2013	**Receipt** #13B-13-00001245	Print (PDF)
2012 Annual Bill	$0.00	**Paid** $39,176.46	11/14/2012	**Receipt** #WWW-12-00012861	Print (PDF)
2011 Annual Bill	$0.00	**Paid** $39,360.09	11/16/2011	**Receipt** #WC1-11-00001609	Print (PDF)
2010 Annual Bill	$0.00	**Paid** $40,913.71	11/29/2010	**Receipt** #WC2-10-00000140	Print (PDF)
2009 Annual Bill	$0.00	**Paid** $40,218.26	11/18/2009	**Receipt** #WC1-09-00004940	Print (PDF)
2008 Annual Bill	$0.00	**Paid** $44,258.18	11/24/2008	**Receipt** #2008-7802358	Print (PDF)
2007 Annual Bill	$0.00	**Paid** $44,557.24	11/27/2007	**Receipt** #2007-1800949	Print (PDF)
2006 Annual Bill	$0.00	**Paid** $23,021.55	11/27/2006	**Receipt** #2006-1800947	Print (PDF)
2005 Annual Bill	$0.00	**Paid** $19,744.49	12/12/2005	**Receipt** #2005-1802630	Print (PDF)
2004 Annual Bill	$0.00	**Paid** $18,705.38	11/24/2004	**Receipt** #2004-1901050	Print (PDF)
Total Amount Due	**$0.00**				

Â© 2019â€“2023 Grant Street Group. All rights reserved.

PROJECT NO. 83-3-6C
BUDGET NO.250597-4595

84-432961

ORIGINAL

84 DEC 21 AM 11:41

DEVELOPER'S AGREEMENT

WATER SERVICE

This AGREEMENT, made and entered into at Fort Lauderdale, Broward County, Florida, this 17th day of October, 1984 by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter called "COUNTY" and THE TOWN OF PEMBROKE PARK.

WITNESSETH

WHEREAS, BROWARD COUNTY is the owner and operator of a water treatment and a sewage or wastewater treatment plant, together with water distribution and sewage or wastewater collection facilities known as BROWARD COUNTY WATER AND SEWER SYSTEM.

WHEREAS, DEVELOPER owns or controls certain property situate, lying and being in Broward County, Florida, as shown and described in EXHIBIT "A" attached hereto and made a part hereof and all reference hereinafter pertaining to DEVELOPER'S property mean the property herein referred to; and

WHEREAS, DEVELOPER is desirous of procuring water and fire protection service from the COUNTY for an area adjacent to S.W. 31st Avenue between Pembroke Road and Carolina St. on the south.

WHEREAS, the parties hereto desire to enter into an agreement setting forth the mutual understandings and undertakings regarding the furnishing of said water service when available by COUNTY to the property hereinabove referred to; and

WHEREAS, this agreement and all stipulations and/or covenants are acknowledged to be subject to the approval of the Florida Department of Health and Rehabilitative Services, the Florida Department of Environmental Regulation, the Broward County Health Department, and any other regulatory agencies having jurisdiction of the subject matter of this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto and other good and valuable considerations, the parties hereto covenant and agree subject to the above provisions in the fifth preamble each with the other as follows:

FILE ITEM RETURN TO BROWN RECORDING

12-11-84 #5

Alletta

73

MIL 12213 PG 606

I

Developer Definition

(A) The term "DEVELOPER" includes each and every owner of any parcel of land located within the above described property for the purposes of this agreement.

Obligations of Developer

(B) It will be the obligation of the DEVELOPER, at his expense, to design, construct and install water service lines over, through, under, across and past DEVELOPER'S property in accordance with plans, specifications and engineering data as submitted by a Florida registered engineer, to be approved by the regulatory agencies referred to above and by the COUNTY'S Consulting Engineers and/or Director of Utilities or his designated representative; and said water service lines will be installed and connected to COUNTY'S existing water service lines, all of which work shall be paid for by the DEVELOPER.

Retention of Engineer

(C) DEVELOPER shall, at his expense, retain the services of the same registered professional engineer who prepared plans and specifications for the water service system for the purposes of providing necessary inspection and supervision of the construction work to insure that construction is, at all times, in compliance with accepted sanitary engineering practices and the approved plans and specifications. A copy of each field report shall be submitted to COUNTY as each such inspection is made. Should there subsequently be cause or reason for the DEVELOPER to engage the services of another registered engineer then DEVELOPER must notify the COUNTY within five (5) days of such engagement.

Pre-Construction Meeting

(D) DEVELOPER will arrange to hold a Pre-Construction meeting with the Director of Utilities, or his authorized representative, together with DEVELOPER or DEVELOPER'S engineer or contractor. Notification of said meeting shall be made in writing and received by all parties seventy-two (72) hours in advance, and said meeting will be held at least twenty-four (24) hours prior to start of any/all phases of construction.

Commencement of Work

(E) The work to be performed by DEVELOPER, as above provided for, may not be commenced until all plans and specifications covering the work to be performed are approved in writing by COUNTY'S Consulting Engineer or Director of Utilities, or his authorized representative.

Notification of Inspections & Construction Commencement

(F) DEVELOPER will notify COUNTY before any construction is begun and at the times when inspections will be required. Said notification shall be made in writing and shall be received by COUNTY at least twenty-four (24) hours in advance of the time construction is began or inspections will be made.

OR 12213PG 607

Attendance at Tests and Inspections

(G) During construction and at the time when periodic inspections are required, COUNTY'S Consulting Engineers or Director of Public Works, or his authorized representative, together with DEVELOPER'S engineer, will be present to observe and jointly witness tests for determination of conformance to approved plans and specifications.

Work to Conform to Regulatory Agencies Requirements

(H) The work to be performed by DEVELOPER, pursuant to the provisions set forth herein, shall be in accordance with all requirements of the regulatory agencies having jurisdiction of the subject matter of this agreement.

Maintenance of Installations

(I) As and when the water service system has been satisfactorily installed, inspected, tested and approved in writing by the DEVELOPER'S engineer, together with the COUNTY'S Consulting Engineers or Director of Public Works, or his authorized representative, COUNTY will thereafter maintain the water service to and only within granted easements upon DEVELOPER'S property without cost to DEVELOPER; provided, the obligations of the COUNTY to maintain the water service system will not take effect until such time as DEVELOPER has conveyed title to said system to COUNTY and furnished the As-Built drawings described in Paragraph (J) below.

As-Builts

(J) DEVELOPER shall, at his expense, and at no cost to COUNTY, furnish to COUNTY one complete set of reproducible as-built drawings of the completed works or installations on transparent film base or on such other transparent material as approved by COUNTY plus six (6) sets of as-built prints made from the original as-built drawing. Said as-built drawing on transparent material and the prints shall be certified and sealed by a Florida registered Engineer and show all pertinent information thereon. As-built drawing information as to easements, the correct location of all mains, services, grades, invert elevations, heights related to known datum, and all appurtenances belonging to the completed works or installations at option of the COUNTY, shall also be certified and sealed by a Florida registered Professional Land Surveyor. The as-built drawing and all information shown thereon shall be to the approval of COUNTY.

Water System Capacity Charge

~~(K) The DEVELOPER will pay to the COUNTY the sum of~~

~~) for Water System Capacity charge, based upon the rates set~~ forth in Paragraph (L) herein. Area to be ~~served is~~ acres.

~~Not applicable at this time~~

VOL 12213 PG 608

execution of this agreement by the DEVELOPER. DEVELOPER acknowledges and agrees, however, that said water system capacity charge is subject to change by COUNTY at any time and that the rates or charges due and payable by DEVELOPER shall be those prevailing at the time payment is due for said charges under the terms of this agreement.

Water System Capacity Charges

(b) Water system capacity charges are as set forth hereunder.

CUSTOMER CLASS	WATER CHARGE
Single Family Residence	$ 535.00 per unit
Multiple Family/Mobile Home	310.00 per unit
Hotel/Motel	265.00 per unit
Recreational Vehicles	240.00 per unit
Commercial/Municipal/Institutional (C/M/I):	
(Determined by meter size (S))	
5/8" & 3/4"	$ 535.00 per meter
1"	1,338.00 per meter
1½"	2,675.00 per meter
2"	4,280.00 per meter
3"	8,560.00 per meter
4"	13,375.00 per meter
6"	26,750.00 per meter
8"	42,800.00 per meter
10"	61,525.00 per meter
12"	89,925.00 per meter

C/M/I system capacity charges for meters larger than 12 inches will be based upon relative meter capacities.

Each swimming pool shall be considered as one commercial unit for the purpose of computing these system capacity charges.

Should COUNTY or the Director of Public Works and/or the Director of Water and Wastewater Division or their authorized representative determine that the safe maximum operating capacity (as in accordance with AWWA Standards) of a meter is exceeded or may be exceeded, the COUNTY shall retain the authority to require the appropriate size meter.

M 12213 PG 90

[redacted] VELOPER, the identity of which plan is incorporated in this agreement as EXHIBIT "B" attached hereto and made a part hereof. Any variation in said plan by DEVELOPER will give COUNTY the option of cancelling this agreement and requiring DEVELOPER to execute a new agreement in order to [redacted]

PROJECT INSPECTION FEE

(M) DEVELOPER will pay to COUNTY the sum of Six Thousand Forty Eight Dollars and Twenty Six cents ($ 6,048.26) for project inspection fee. Said project inspection fee shall be due and payable upon execution of this agreement by the DEVELOPER. This fee is calculated as set forth in "EXHIBIT "E" attached hereto and made a part hereof.

DEVELOPER agrees to pay at the rate of $28.50 per hour per inspector for overtime inspections made by COUNTY'S inspectors. Overtime shall mean anytime outside of 8:30 a.m. to 5:00 p.m., Monday through Friday. All overtime charges shall be billed to DEVELOPER and are to be paid prior to the acceptance of the installations by COUNTY. Failure to pay overtime charges can result in the Certificate of Occupancy to be withheld by COUNTY and water and sewage/wastewater collection services denied to DEVELOPER.

FAILURE TO EXECUTE

(N) Failure of DEVELOPER to execute this Agreement and to return same to COUNTY within 45 days after the date this Agreement was mailed to DEVELOPER shall result in its withdrawal by COUNTY.

NO SERVICE UNLESS ACCEPTED BY COUNTY

(O) Under no circumstances shall COUNTY provide water service to an area encompassed under a DEVELOPER'S agreement when, in fact, that area has not been completed, tested, certified, approved and accepted by COUNTY and As Built drawings provided.

DISCLOSURE

(P) DEVELOPER hereby agrees to make full disclosure to any party purchasing all or any part of the property encompassed by this Agreement as to the terms hereof, with particular reference to the charges set forth in Paragraph (L) above and the rates set forth in EXHIBIT "C" attached hereto and made a part hereof.

EFFECT OF DELAY - DAMAGES

(Q) If for unforeseen circumstances, including but not limited to actions of any other governmental or regulatory agency, the proposed development is abandoned, terminated or caused to be cancelled short of full completion, it is mutually agreed by the parties hereto that this agreement is voidable at COUNTY'S option and if so voided by COUNTY, any and all monies paid by DEVELOPER to COUNTY under this agreement shall serve as liquidated damages to COUNTY, and no refund of any type, monetary or otherwise shall accrue to DEVELOPER. Failure to continue or proceed with construction in a meaningful manner for a consecutive period of one hundred eighty (180) days shall be deemed to be an abandonment or termination. "Meaningful" as used herein, is defined as proceeding with construction in a normal manner customary and common in the trade.

VOL 12213 PG 610

II

(A) Upon completion, approval and acceptance of the work required to be done DEVELOPER will, without cost to COUNTY:

Easement

(1) Convey at no cost to COUNTY, its successors or assigns by good and sufficient easement deed in a form satisfactory to COUNTY a perpetual right, easement and privilege to operate, maintain and repair or replace all water mains, pipes, connections, hydrants, valves and meters up to and only within granted easements upon DEVELOPER'S peoperty in connection with supplying water service to the inhabitants, occupants and customers in DEVELOPER'S property and secure for each mortgagee and lienor a release of mortgagees' and lienors' interest in the easements and fixtures thereon for so long as the easement is used for the operation, maintenance, repair or replacement of water mains, pipes, connections, pumps and meters within the easements; and

Bill of Sale Absolute

(2) Transfer at no cost to COUNTY by BILL OF SALE ABSOLUTE all DEVELOPER'S right, title and interest in and to all of the water supply lines, mains, connections, pipes, valves, meters and equipment installed in right-of-way sites and within granted easements upon the lands described in EXHIBIT "A" attached hereto and made a part hereof, for the purpose of supplying water service for the inhabitants, occupants and consumers in DEVELOPER'S property. Said BILL OF SALE ABSOLUTE shall be written in such a form as approved and accepted by COUNTY; and

Affidavit Noncontesting Liens

(3) Furnish COUNTY with an AFFIDAVIT that all persons, firms or corporations who furnished labor or material used directly or indirectly in the construction of the work required to be performed by this agreement have been paid. Said AFFIDAVIT shall be written in such a form as approved and accepted by COUNTY; and

(4) Furnish COUNTY with a FINAL RELEASE OF LIEN releasing all liens which DEVELOPER might have on the works/installations. Said Final Release of Lien shall be written in such a form as approved and accepted by COUNTY.

(5) Furnish COUNTY with RELEASE OF LIENS from all contractors and suppliers of materials and/or labor who might have acquired interest into the installations by the supplying of materials and/or labor or otherwise.

(6) Furnish COUNTY with all manufacturers warranties which DEVELOPER might have received or is due to receive on any part of the installations.

(7) Furnish COUNTY with a letter stating the cost of the installations done under this agreement. Said COST LETTER shall be written in such a form as approved and accepted by COUNTY.

Payment of Applicable Charges

(8) Pay to the COUNTY any and all applicable charges which shall be due and payable prior to connection to COUNTY'S water system.

III

(A) COUNTY further covenants and agrees with DEVELOPER pursuant to Section II (A) (1),(2),(3),(4),(5),(6),(7), and (8) above as follows:

County to Furnish Water

(1) COUNTY shall make its best efforts to furnish water of the quality and quantity meeting the standards required by the Florida Department of Health and Rehabilitative Services, the Brevard County Health Department and any other regulatory agency having jurisdiction; and

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when received.

MI 12213PG 611

Water Pressure

(2) COUNTY shall make its best efforts to supply, at all times for the use of each of the properties connected to its water system a quantity of water under adequate pressure satisfactory for domestic use at the customer's side of the meter; and

Service Only After Title Given to County

Provided, the obligation of the COUNTY to furnish service other than construction water shall not arise until DEVELOPER has completed construction of the facilities required to be constructed by DEVELOPER pursuant to this agreement and has conveyed title to said facilities to COUNTY as provided herein.

IV

(A) It is mutually covenanted and agreed by and between the parties as follows:

Exclusive Right to Service

(1) COUNTY shall have the exclusive right to furnish water service to consumers within the area covered by this agreement; and

Duty to Comply to Agreement

(2) DEVELOPER shall do all things and make all installations and perform all work in accordance with the terms of this agreement; and

Prohibition of Wells

(3) DEVELOPER, his successors and assigns, and the owners and occupants of buildings on DEVELOPER'S property are hereby prohibited from installing or maintaining any water wells except for irrigation purposes; and

Promulgation of Rules, New Rates, etc. by COUNTY

(4) COUNTY shall have the right to promulgate from time to time reasonable rules and regulations relating to furnishing of water service to consumers and/or DEVELOPER within the area encompassed by this agreement. Such rules and regulations may relate to but are not limited to rates, deposits and connection charges and the right to discontinue service under certain conditions. The water rates to be charged by COUNTY to said consumers and/or DEVELOPER shall be the rates now or hereafter charged to other consumers within the area of service of BROWARD COUNTY WATER AND SEWER SYSTEM. The rates being charged at the time of execution of this agreement are set forth in EXHIBIT "C" attached hereto and made a part hereof; and DEVELOPER acknowledges and agrees that the rates as set forth in said EXHIBIT "C" are subject to change at any time by COUNTY and that said new rates shall be considered as incorporated by reference and a part of this agreement upon COUNTY'S notifying DEVELOPER of said new rates; and

Maintenance of Fixtures Only Within Easements

(5) COUNTY shall not be liable or responsible for the maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the consumers or users on DEVELOPER'S property other than the water service lines within the easements granted to COUNTY pursuant to Paragraph II (A) (1); and

ME 12219 PG 612

Maintenance Within Consumer's Property

(6) Each customer of water service on DEVELOPER'S property shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said customer, and within the interior lines of the lot occupied by the customer in good order and condition. The sale of water by COUNTY to the customer shall occur at the customer's side of the meter; and

No Distribution from Fire Hydrants

(7) No water from COUNTY'S water distribution system is to be used or disbursed through fire hydrants or water mains by any person, firm, corporation or agency, public or private, unless there has first been made adequate provisions for compensating COUNTY for such water; and

Temporary Cessations of Service

(8) Any temporary cessations or interruptions of the furnishing of water service to the property described herein at any time caused by an act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, Civil or Military Authority, riots or other cause beyond the control of the COUNTY, shall not constitute a breach of the provisions contained herein or impose liability upon the COUNTY by the DEVELOPER, his successors and assigns; and

Invalidation

(9) If any section, subsection, sentence, clause, phrase or portion of this agreement is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

V

Zoning Regulations

DEVELOPER hereby acknowledges that zoning regulations in existence upon the execution of this agreement by COUNTY are subject to change upon the approval and implementation of COUNTY'S Land Use Plan, and DEVELOPER hereby covenants and agrees that by virtue of the terms and conditions of this agreement and any expenditures made in reliance thereon, that DEVELOPER is not acquiring any estoppel or vested rights in his intended use of said property as exists prior to the approval and implementation of COUNTY'S Land Use Plan.

VI

Successors and Assignments

(A) The provisions of this Agreement shall be binding upon and inure to the benefit of successors in title to the real property described in this Agreement as being owned by DEVELOPER. However, any other assignment or transfer of DEVELOPER'S rights and obligations under this Agreement is hereby prohibited without the prior written consent of COUNTY.

MI 12213PG 513

(B) This Agreement is being recorded among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in DEVELOPER'S property connected to or to be connected to said water system of COUNTY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties of this Agreement in the execution thereof; and the acquisition or occupancy of property in DEVELOPER'S property connected to or to be connected to the said water system of COUNTY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

VII

Installations to be made by DEVELOPER

DEVELOPER shall install at his expense and at no cost to COUNTY 173 L.F. of 12" Water Main, 338 L.F. Service Pipe, 4 Fire Hydrants, Gate Valves, Service Fittings and restoration which shall be constructed to specifications and standards approved by COUNTY and as shown on the drawings prepared by Robert H. Miller & Associates, 4800 S.W. 64th Ave., Ft. Lauderdale, FL 33314 titled WATER PLAN FOR TOWN OF PEMBROKE PARK dated Feb 1, 1982 recorded in the office of the Broward County Public Works Department, Water & Wastewater Division, as Drawing No.1220-71-035 which drawing is incorporated by reference herein and made a part of this Agreement. A copy of which drawing is marked "Approved" and delivered to DEVELOPER receipt of which DEVELOPER hereby acknowledges.

Upon satisfactory completion of said water mains, DEVELOPER shall transfer title of same to COUNTY, at no cost to COUNTY, by BILL OF SALE ABSOLUTE in accordance with the terms of Paragraph II (A), (1),(2), (3),(4),(5), (6) and (7) herein.

VII

Notice to Parties

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified as the place for giving of notice, shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice, to-wit:

FOR BROWARD COUNTY: 2401 N. 27th ROBERTS ROAD
POMPANO BEACH, FLA. 33060

FOR DEVELOPER: Town of Pembroke Park
3152 S.W. 52nd Ave.
Pembroke Park, FL 33023

Notice so addressed and sent by registered mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States registered mail.

It is mutually agreed that the COUNTY shall be held harmless from any and all liability for damages if COUNTY'S obligations under this agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this agreement shall be null and void and unenforceable by either party.

OR 12213 PG 614

In this agreement, sewage shall mean the same as wastewater and the reverse shall mean the same. Sewage collection system shall mean the same as wastewater collection system.

This DEVELOPER'S AGREEMENT is to terminate and be of no further force and effect upon completion of all of the terms and obligations hereunder to be performed by the parties hereto providing all the installations are completed within twelve months from the date of this DEVELOPER'S AGREEMENT. Should the installations not be completed within that time period then COUNTY has the right to grant or refuse an extension of time at it's option depending upon the circumstances prevailing. Should COUNTY elect to refuse an extension of time then this agreement becomes voidable and all monies paid by DEVELOPER under this agreement shall be retained by COUNTY as liquidated damages and no refund shall accrue to DEVELOPER.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first herein above written.

Witness: Margaret A. Martens

Witness: Phyllis J. Flanagan

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

Scott Cowan Chairman

Attest: Alene Bee

Date: 12-12-84

Approved as to form:
SUSAN F. DELEON
County Attorney
Special Counsel for Broward County

By: Lamy E. Lynn Johnson
Assistant County Attorney

Signed, sealed and delivered in the presence of:

Witness: Hazel Hayes

Witness: Barbara R. Powell

Witness: Hazel Hayes

Witness: Barbara R. Powell

DEVELOPER
TOWN OF PEMBROKE PARK

Dottie Johnston
Mayor Dottie Johnston

Date: October 17, 1984

Daniel J. Hoffman
Clerk-Commissioner Daniel J. Hoffman

Date: October 17, 1984

(Seal)

VOL 12213 PG 615

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY, That on this day before me personally appeared Dottie Johnston and Daniel J. Hoffman as Mayor and Clerk-Commissioner respectively of THE TOWN OF PEMBROKE PARK to me known to be the person(s) described in and who executed the foregoing agreement and severally acknowledged the execution thereof to be his free act and deed for the uses and purposed therein expressed.

SWORN TO AND SUBSCRIBED before me this 17th day of October, A. D., 1984.

Hewitt Warner
Notary Public

My Commission expires: Oct. 2, 1986

HEWITT WARNER NOTARY PUBLIC STATE OF FLORIDA AT LARGE

VOL 12213 PG 616

EXHIBIT "A"

DESCRIPTION OF PROPERTY WHICH CONSTITUTES
THE SUBJECT MATTER OF THIS AGREEMENT

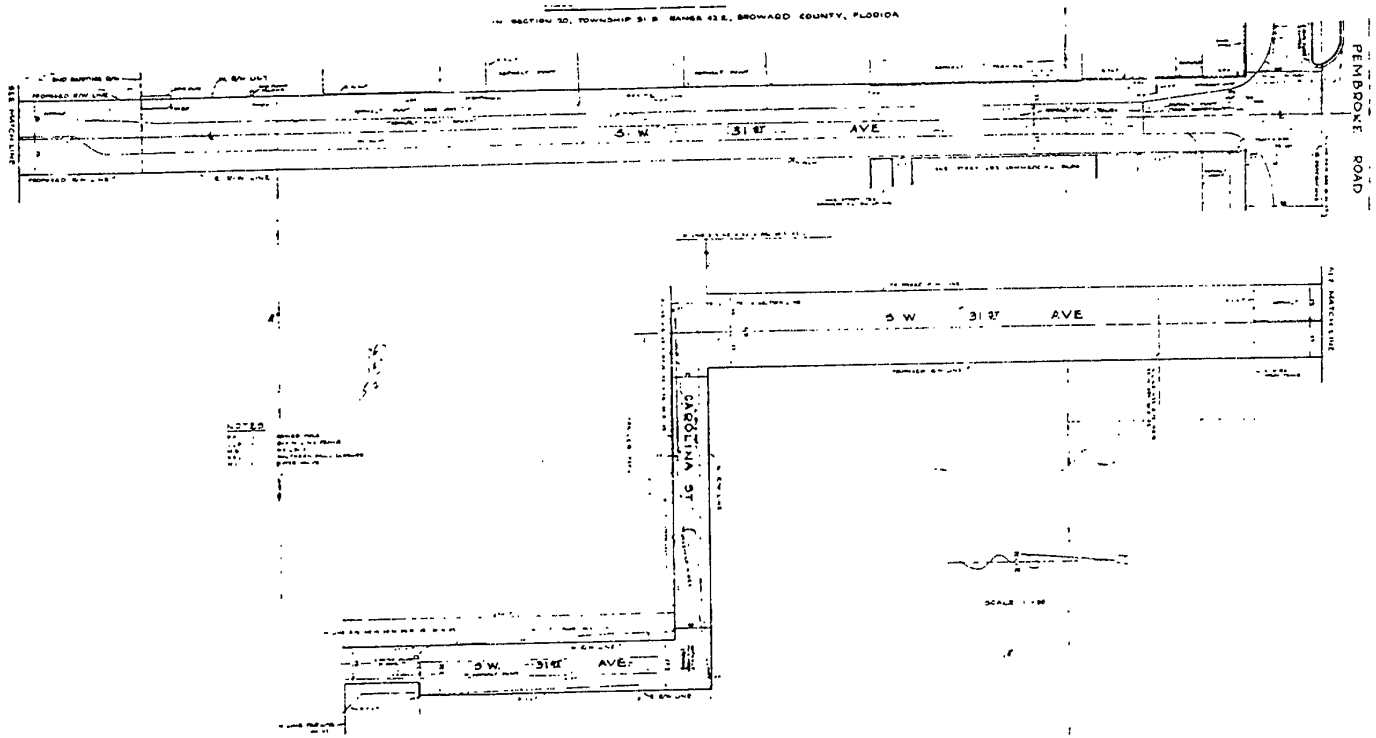
S.W. 31st Ave. from Carolina St. to Pembroke Road within the Town of Pembroke Park, Florida as shown on Robert H. Miller & Associates prints titled "Water Plan" for Town of Pembroke Park consisting of 4 sheets numbered 1 thru 4 dated Feb. 1, 1983, Project No. 195.11-83 Drawing Nos. W-1, W-1 ,WD-1 and SP-1 located in Section 20, Township 50 South, Range 42 East.

VOL 12213 PG 617

Area to be served _____ acres.

Broward County Water & Wastewater Division Drawing No. 1220-71-035

AGREEMENT BETWEEN TOWN PEMBROKE PARK & COUNTY



CERTIFICATE

PREPARED BY
R P LEGG & ASSOCIATES, INC
LAND SURVEYORS
8120 PASADENA BOULEVARD
PEMBROKE PINES, FLORIDA 33024

VOL 12213 PG 618

-12A-

EXHIBIT "C"

RATE SCHEDULE OF MONTHLY CHARGES FOR WATER SERVICE FOR DIVISION OF WATER & WASTEWATER PER RESOLUTION ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON SEPTEMBER 27, 1983. RATES EFFECTIVE OCTOBER 1, 1983

RESIDENTIAL RATE (PER UNIT)*

Minimum monthly charge.....$ 3.96 per month
Gallonage charge on all gallons.....$0.94 per 1,000 gallons

COMMERCIAL, MUNICIPAL, PUBLIC SCHOOL & PUBLIC HOSPITAL (C/M/I RATE)

Gallonage charge on all gallons.....$0.94 per 1,000 gallons

Minimum Monthly Charges (By Meter Size(s))

Meter Size	Minimum Monthly WATER CHARGE
5/8" / 3/4"	$ 3.96
1"	8.27
1½"	15.45
2"	24.08
3"	47.09
4"	72.97
6"	144.86
8"	231.12
10"	331.77
12"	446.79

Meters larger than 12 inches will have monthly charges based upon relative meter capacities.

MULTIPLE FAMILY & MOBILE HOME RATE (PER UNIT)*

Minimum monthly charge ..... $ 2.74 per month
Gallonage charge on all gallons..... $ 0.94 per 1,000 gallons

HOTELS AND MOTELS (PER UNIT)

Minimum monthly charge..... $ 2.51 per month
Gallonage charge on all gallons..... $ 0.94 per 1,000 gallons

RECREATIONAL VEHICLES (PER UNIT)*

Minimum monthly charge..... $ 2.37 per month
Gallonage charge on all gallons..... $ 0.94 per 1,000 gallons

*Mobile homes, townhouses, and recreational vehicles using individual meters will be considered as Residential Units.

VOL 12213 PG 619

EXHIBIT "C"

(continued)

PRIVATE FIRE PROTECTION CHARGES

Connection Size	Monthly Charge
5/8" / 3/4"	$ 1.69
1"	2.69
1½"	4.36
2"	6.36
3"	11.70
4"	17.71
6"	34.40
8"	54.42

TEMPORARY METER DISCONNECT CHARGE

Monthly temporary disconnect charge equals the minimum monthly charge(s) for water and/or wastewater for the applicable customer class. For owners disconnecting, the temporary meter disconnect monthly charge will be billed unless proof of transfer of owner's title is provided in which event the billing will be made to the subsequent owner. For renters and other accounts not in the owner's name, at the time of disconnecting, the temporary meter disconnect monthly charge will be billed to the owner.

RATE SURCHARGES FOR WATER CONSERVATION PROGRAM

Surcharges to be applied to water gallonage rate of $0.94 per 1,000 gallons when deemed necessary by the Board of County Commissioners.

Percent Reduction in Water Usage Required	Percent Surcharge Applied to Water Gallonage Charge	Equivalent Water Gallonage Rate with Surcharge per 1000 gallons
0%	0%	$ 0.94
10%	25%	$ 1.18
25%	63%	$ 1.53
50%	125%	$ 2.12

VOL 12213 PG 620

EXHIBIT "D"

RATE SCHEDULE OF MONTHLY CHARGES FOR WASTEWATER SERVICE FOR DIVISION OF WATER & WASTEWATER PER RESOLUTION ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON SEPTEMBER 27, 1983. RATES EFFECTIVE OCTOBER 1, 1983.

RESIDENTIAL RATE (PER UNIT)*

Minimum monthly charge .....$ 7.22 per month
Gallonage charge on 0-12,000 gallons.....$ 1.15 per 1,000 gal.
Gallonage charge over 12,000 gallons.....NO ADDITIONAL CHARGE

COMMERCIAL, MUNICIPAL, PUBLIC SCHOOL & PUBLIC HOSPITAL (C/M/I) RATE

Gallonage charge on all gallons .....$ 1.15 per 1,000 gallons

Minimum Monthly Charges (By Meter Size(s))

Meter Size	Minimum Monthly Wastewater Charge
5/8" / 3/4"	$ 7.22
1"	$ 16.46
1½"	$ 31.88
2"	$ 50.37
3"	$ 99.70
4"	$155.19
6"	$309.33
8"	$494.34
10"	$710.11
12"	$956.73

Meters larger than 12 inches will have monthly charges based upon relative meter capacities.

MULTIPLE FAMILY & MOBILE HOME RATE (PER UNIT)*

Minimum Monthly charge .....$ 4.87 per month
Gallonage charge on 0-6,000 gallons.....$ 1.15 per 1,000 gallons
Gallonage charge over 6,000 gallons.....NO ADDITIONAL CHARGE

HOTELS AND MOTELS (PER UNIT)

Minimum monthly charge .....$ 4.53 per month
Gallonage charge on 0-6,000 gallons ..... $ 1.15 per 1,000 gallons
Gallonage charge over 6,000 gallons .....NO ADDITIONAL CHARGE

RECREATIONAL VEHICLES (PER UNIT)*

Minimum monthly charge .....$ 3.80 per month
Gallonage charge on 0-6,000 gallons.....$ 1.15 per 1,000 gallons
Gallonage charge over 6,000 gallons .....NO ADDITIONAL CHARGE

INDUSTRIAL WASTEWATER SERVICE RATE

To be determined on an individual basis according to the volume and characteristics of wastewater by special agreement.

* Mobile Homes, Townhouses and Recreational Vehicles on individual meters will be considered as Residential Units.

VOL 12213 PG 621

EXHIBIT "E"

RATE SCHEDULE OF OTHER CHARGES FOR WATER AND WASTEWATER SERVICE FOR BROWARD COUNTY DIVISION OF WATER & WASTEWATER ACCORDING TO RESOLUTION ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON SEPTEMBER 27, 1983 AND EFFECTIVE OCTOBER 1, 1983.

WATER AND WASTEWATER SYSTEM CAPACITY CHARGES

Customer Class	Water Charges	Wastewater Charges
Single Family Residence	$ 535.00 per unit	$ 410.00 per unit
Multiple Fam/Mobile Homes	310.00 per unit	255.00 per unit
Hotel/Motel	265.00 per unit	235.00 per unit
Recreational Vehicles	240.00 per unit	185.00 per unit

C/M/I (By meter size (s))

Meter Size		
5/8" & 3/4"	$ 535.00 per meter	$ 410.00 per meter
1"	1,338.00 per meter	1,025.00 per meter
1½"	2,675.00 per meter	2,050.00 per meter
2"	4,280.00 per meter	3,280.00 per meter
3"	8,560.00 per meter	6,560.00 per meter
4"	13,375.00 per meter	10,250.00 per meter
6"	26,750.00 per meter	20,500.00 per meter
8"	42,800.00 per meter	32,800.00 per meter
10"	61,525.00 per meter	47,150.00 per meter
12"	82,925.00 per meter	63,550.00 per meter

VOL 12213 PG 622

WATER METER INSTALLATION CHARGES AND APPLICABLE CUSTOMER DEPOSITS

Meter Size	Meter Installation Charge (Includes Turn-On)	Customer Deposit WATER	Customer Deposit WASTEWATER
5/8" & 3/4"	$200.00	$ 25.00	$ 25.00
1"	300.00	65.00	65.00
1½"	475.00	100.00	100.00
2"	630.00	160.00	160.00

Meter installation charges shown above do not include permit fees, road impairment fees, etc. which will be passed through to the customer. Meter installation charge for meters over 2 inches is based upon actual cost of installation.

Customer deposits for meters larger than 2 inches will equal the estimated billing for two (2) months.

METER TURN-ON/TURN-OFF/METER READ CHARGES

Turn-On ..... $15.00 per turn-
Turn-Off ..... NO CHARGE
Read Charge (sewer only customers) ..... $15.00 per read

METER RE-READ CHARGE

Reread charge ..... $ 15.00 per re-read
Not applicable if initial reading was incorrect

METER TESTING CHARGE

Testing charge ..... $ 20.00 per test
Not applicable if meter is inaccurate by AWWA standards

EXHIBIT "E"

(continued)

TEMPORARY METER DISCONNECT CHARGE

Monthly temporary disconnect charge equals the minimum monthly charge(s) for water and/or wastewater for applicable customer class. For owners disconnecting, the temporary meter disconnect monthly charge will be billed unless proof of transfer of owner's title is provided in which event the billing will be made to the subsequent owner. For renters and other accounts not in the owner's name, at the time of disconnecting, the temporary meter disconnect monthly charge will be billed to the Owner.

PROJECT PLAN REVIEW FEE

The Division's Engineering Section will estimate the construction cost of the project to be reviewed based on the project owner's approved quantity takeoff.

A one-time fee of 0.5 percent of the estimated project construction cost will be charged to the project owner, due and payable prior to approval of project owner's plans. MINIMUM CHARGE TO OWNER IS $20.00.

PROJECT INSPECTION FEE

The Division's Engineering Section will estimate the construction cost of the project to be inspected. An inspection fee will be charged to the Project owner. For project cost (p.c.) less than $75,000, the inspection fee will equal p.c. x [0.2(75,000 - p.c.)/75,000 + 0.054]. Where p.c. is equal to or greater than $75,000, the inspection fee will be p.c. x 0.054.

Project owner will pay all inspection overtime at a rate of $22.50 per hour per inspector. These fees to be billed to project owner periodically, and must be paid in full prior to issuance of a Certificate of Occupancy.

SEPTAGE CHARGES

Septage Charges.....$ 10.85 per 1,000 gallons
Equivalent to $ 0.13 per hundredweight

LABOR AND MATERIAL CHARGES BY DIVISION OF WATER & WASTEWATER FOR SERVICES OUTSIDE THE DIVISION.

Labor charges, straight time.....$ 15.00 per hour
Labor charges, overtime..... 22.50 per hour
Material charges.....120% of actual cost.

CHARGE FOR MINIMUM CONSTRUCTION STANDARDS BOOK

Construction Standards book.....$ 9.50 per copy.

VOL 12213 PG 623

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

88316639

CABLE TELEVISION AGREEMENT

AGREEMENT, dated as of April 18, 1988 between Storer Cable Tv of FL, Inc., a Florida corporation (the "Company"), and Bamboo Lakes; Dave Zell Trustee, a corporation (the "Customer").

The parties agree as follows:

I. INSTALLATION

(a) The Company agrees to provide all labor, materials and equipment (the "Equipment") necessary to design, install, upgrade and/or maintain a cable television system on Customer's property located at 2430 Charles Rd. Pembroke Pines, FLA. known as Bamboo Lakes 33009, the legal description of which is attached hereto as Exhibit A (the "Premise"). It is hereby understood and agreed that this Agreement covers only the installation and/or maintenance of the Equipment to be provided in connection with the services rendered by the Company. All services available and rates applicable thereto shall be set forth in another form or document to be provided to the Customer or to any individual residents on Customer's Premises, as the case may be.

(b) Installation of any Equipment shall be in accordance with plans and specifications approved by the Customer prior to any such installation. Such plans and specifications shall adequately set forth the nature and description of the Equipment to be installed and the appropriate location of installation.

(c) The Company shall be responsible for the restoration of the Premises to the original condition of the Premises at the time of Company's installation or repair, including, but not limited to, restoration of any and all landscaping, roadway improvements or other conditions which existed at the time of the cable television installation or repair.

(d) The Company shall be responsible for all repairs of cable television equipment installed hereunder, and any and all required repairs shall be done in a timely and workmanlike fashion.

(e) Arrangements for installation, hook-ups, servicing, billing and disconnection shall be made directly with the Company, and the Company shall provide Customer (or the individual residents of the Premises, as the case may be), with an Order Confirmation Form, Work Order, or other similar document setting forth the applicable rates, installation charges and other terms.

(f) Legal title to the Equipment installed on the Premises shall at all times be and remain vested in the Company.

2. **EASEMENT AND ACCESS:** The Customer hereby grants the Company an easement to come onto the Premises at any and all times for the purpose of installing, maintaining, repairing or removing any equipment in connection with the cable television service provided hereunder. A Grant of Easement shall be completed by the parties and duly recorded by Company in the county in which the Premises are located. The Customer shall provide the Company with the legal description of the Premises, as well as any and all information necessary to accurately complete the Grant of Easement in the form attached hereto as Exhibit B. In addition, Customer shall provide the Company, its engineers, technicians, installers, agents and other employees with sufficient access to enter upon the Premises for the Purpose of installing, maintaining, repairing or removing its Equipment in connection with the services provided hereunder.

Aug 9 4 19 PM 88

BK15678PG 795

→ Storer Cable TV of Fla

3. **MARKETING PRIVILEGES:** When cable television service becomes available to the Premises, the Customer agrees to grant the Company, its agents and employees, the right of access to the Premises of any and all times in order to solicit residents, distribute marketing brochures, and erect displays on the Premises for the purpose of selling cable television service on the Premises. The Company agrees to cooperate fully with any instructions by the Customer in connection with such solicitation. Property may lack common area for said displays.

4. **REPRESENTATIONS AND WARRANTIES:** The Customer represents and warrants that he is the legal owner of the Premises, or a duly authorized representative of the Owner and as such is authorized to enter into and perform this Agreement, and further that, the execution and performance of this Agreement does not conflict with or violate any other instrument, document or obligation of the Customer, either contractual or otherwise, including any judgement, order or decree of any court or governmental agency.

5. **INDEMNIFICATION:** The Company agrees to indemnify and hold Customer harmless from and against any and all claims, loss, liability or damages to persons or property that may arise in connection with Company's installation, maintenance, repair or removal of the cable television service to Premsies and shall maintain adequate comprehensive liability insurance in connection with its obligations under this provision. The Customer agrees to indemnify and hold the Company harmless from any and all claims, damages, liabilities or expenses arising out of or in connection with the negligence or willful misconduct of Customer, Customer, its agents, employees, invitees or any other person legitimately on the Premises.

6. **INTERRUPTION OF SERVICE:** The Company shall not be liable for any failure or interruption of program transmission or service resulting in part or entirely from circumstances beyond the Company's reasonable control, including, but not limited to, denial of poles or other facilities by any telephone or power company, fire, flood, hurricane, adverse strike, weather, or any military or government order restricting or prohibiting the operation of the cable television system on the Premises.

7. **TERM:** The term of this Agreement shall be for an initial period of seven (7) years and shall continue in full force and effect from year to year thereafter unless terminated by either party, by giving the other party written notice of termination no less than ninety (90) days prior to the expiration of the initial term of any subsequent one-year term.

8. **GENERAL:**

(a) All the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) The provisions of this Agreement shall not be changed, altered, amended or otherwise modified, except by an agreement in writing, executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

STORER CABLE
P.O. BOX 69-4690
Miami, FL 33169

(NAME OF CUSTOMER)

Bimbo Lake
2430 Charles Rd P.Pines 33009

By: _____
Authorized Signature

STORER CABLE TV of Florida, INC.
(NAME OF CABLE SYSTEM)

By: _____
Authorized Signature

TOTAL NUMBER OF UNITS: 95

DAVE ZELL
2165 No. 49th Ave.
Hollywood, FL 33021

Malina

NOTARY PUBLIC STATE OF FLORIDA

Cathy Archer
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: OCT. 6, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

BK15678PG 796

SCHEDULE I

LEGAL DESCRIPTION OF PREMISES

West ½ of North East ¼ of South East ¼ of South East ¼ Section 20

T.S. 51 South Range -42 Broward County

BK15678PG 797

EXHIBIT B

GRANT OF EASEMENT

The undersigned, DAVID ZELL, TRUSTEE, a _____ corporation (the "Grantor"), as the legal owner of the Premises, or a duly authorized representative of the Owner, hereby grants to STORER CABLE TV OF FLORIDA, INC., a FLORIDA corporation (the "Grantee"), its successors and assigns, an easement to come onto the Premises, the legal description of which is attached hereto as Schedule I, for the purpose of constructing, installing, maintaining, repairing or removing any equipment in connection with the cable television service provided by Grantee to Grantor's Premises.

In connection with the granting of such easement, Grantee agrees to install, maintain or remove its equipment in an orderly manner with as little inconvenience as possible to Grantor's Premises and agrees further to restore any areas disturbed to the original condition of the Premises prior to any such installation, repair or removal of its equipment.

In the event the Agreement is terminated or the property is substantively changed from it's present use as a 95 unit Mobile Home Park the Grantee agrees to release in recordable form this easement.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement on this ___ day of _____, 198___.

WITNESSES:

(Grantor)

STATE OF Fla.)
)ss.:
COUNTY OF Broward)

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

BK 15798 PG 798

Before me appeared DAVID ZELL, to me known and known to me to be the person who is duly authorized to execute the above instrument and who acknowledged to me that he/she executed the same.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 19th DAY OF April, 1988.

Notary Public
My Commission Expires

Preparer:
RICK OGRODOWSKI
6841 Coconut Dr.
Miramar Isles, Fla.

INSTR # 100805142
OR BK 31237 PG 0429
RECORDED 02/01/2001 02:30 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1033

DOCUMENT COVER PAGE

Incorporated in and becoming a PERMANENT PART of:

This Space Reserved for County Recorder Use

Document Description: AGREEMENT
(Title of document - i.e. Warranty Deed, Mortgage, Assignment of Mortgage)

Executed by: TOWN OF PEMBROKE PARK

To: WILLIAM CORRIGAN and CLARA H. CORRIGAN, Co-Trustees U/A/D 3/25/91 M/B WILLIAM CORRIGAN

Brief Legal Description: **(if applicable)** All of Blk 2, All of Blk 3, HOLLYDALE AMENDED, PB 16/49 and Lot 16, Blk 2, HOLLYDALE, PB 6/37

RYAN & RYAN, P.A
WILL CALL BOX 60

Return Recorded Document to:
(Name & Address)

~~LAW OFFICES OF RYAN & RYAN~~, P.A.
~~700 East Dania Beach Boulevard, Third~~ Floor
Dania Beach, Florida 33004-3090

10

AGREEMENT

This is an Agreement between TOWN OF PEMBROKE PARK, a Florida municipal corporation, 3150 SW 52 Avenue, Pembroke Park, Florida, hereinafter referred to as "TOWN", and WILLIAM CORRIGAN and CLARA H. CORRIGAN, as CO- TRUSTEES U/A/D 3/25/91 M/B WILLIAM CORRIGAN, P.O. Box 353, Dania, Florida 33004, hereinafter referred to as "CORRIGAN".

WHEREAS, TOWN currently maintains a surface water drainage system within its municipal boundaries for the benefit of the health, safety and welfare of the residents and property owners of the TOWN; and

WHEREAS, TOWN intends to make changes and improvements to the surface water drainage system to alleviate flooding in TOWN during periods of heavy rainfall; and

WHEREAS, CORRIGAN is the owner of real property located within the municipal boundaries of TOWN, hereinafter referred to as subject property, as more fully described in the attached Exhibit "A", and desires to assist TOWN in the implementation of the surface water drainage improvements; and

WHEREAS, TOWN's consultant engineers have designed improvements to the surface water drainage system which require construction and maintenance of drainage pipelines and related improvements for the transfer of surface water and the use of lakes on CORRIGAN's real property for temporary surface water storage; and

WHEREAS the parties desire to enter into a written agreement providing the terms and conditions for the use of CORRIGAN's real property by TOWN for surface water drainage easements, surface water storage and related matters.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, TOWN and CORRIGAN hereby agree as follows:

1. The above recitals are true and correct and incorporated into this Agreement by reference herein.

2. CORRIGAN grants to TOWN a non-exclusive, perpetual right-of-way and easement through, under, across and upon the real property described in the attached Exhibit "B" for the purpose of installation, construction, alteration, maintenance and operation of drainage pipelines and all other necessary and convenient appurtenances thereto for the purpose of conveying surface water, with the full right of ingress and egress across the subject property of CORRIGAN to service the

drainage pipelines and all parts thereof.

3. CORRIGAN grants TOWN the right, authority, estate, interest, easement and privilege of impounding, raising, flowing and drawing off the waters of the lakes located on CORRIGAN's real property as more fully described in attached Exhibit "A" for the purpose of surface water management within the boundaries of the TOWN.

4. CORRIGAN grants TOWN the right to enter the lakes from time to time and clear, destroy or otherwise dispose of any natural growth and any obstructions, accumulations, or any other things that would in any way interfere with surface water control, or tend to render inaccessible or unsafe the lakes for surface water control.

5. The parties agree TOWN may enter upon such lakes and perform such work as, in the discretion of TOWN, may be necessary to carry out an adequate program of pest control.

6. TOWN shall, at its expense, have the responsibility to obtain any and all permits, if any, required by the appropriate local, state and federal governmental entities to allow the completion of the work referred to in this Agreement.

7. The right-of-way, easement and authority for use of the lakes contained herein shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors and assigns.

8. The parties agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

9. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

10. This Agreement may be executed in one or more counterparts and each of which shall be deemed an original but all of which shall constitute one and the same agreement.

11. This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the

entire understanding and agreement between the parties and supercedes previous agreements and representations whether oral or written.

12. This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties against whom and enforcement of such change would be sought.

13. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and remainder of this Agreement shall be construed to be in full force and effect.

14. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

15. All exhibits attached hereto contain additional terms of this Agreement and are incorporated as if actually set forth herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

Attest:

THERESA CIUMMO, Clerk-Commissioner

Witness CHRISTOPHER J. RYAN

Typed Name of Witness

Witness

MICHAEL MILLER

Typed Name of Witness

TOWN OF PEMBROKE PARK

By:

ANNETTE WEXLER, Mayor
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

(Municipal Seal)

DATE: 6/28/00

STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that on the 28 day of June, A.D.,2000, before me personally appeared ANNETTE WEXLER and THERESA CIUMMO, Mayor and Clerk Commissioner of the TOWN OF PEMBROKE PARK, respectively, a municipal corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Agreement and severally acknowledged the execution thereof to be their fee act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Pembroke Park in the County of Broward, State of Florida.

Notary Public

My Commission Expires:

CHRISTOPHER J. RYAN
Comm. No. CC 591808
My Comm. Exp. Dec. 17, 2000
Bonded thru Pichard Ins. Agcy.

Witness
John J. Corrigan
Typed Name of Witness

Witness
YVES SEARLE
Typed Name of Witness

Witness
YVES SEARLE
Typed Name of Witness

Witness
YVES SEARLE
Typed Name of Witness

WILLIAM CORRIGAN,
Co-Trustee u/a/d 3/25/91
M/B WILLIAM CORRIGAN

CLARA H. CORRIGAN,
Co-Trustee U/A/D 3/25/91
M/B WILLIAM CORRIGAN

witness
John J. Corrigan

STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that on the 28 day of JUNE, A.D.,2000, before me personally appeared WILLIAM CORRIGAN and CLARA H. CORRIGAN CO-TRUSTEES U/A/D 3/25/91 M/B WILLIAM CORRIGAN, to me known to be the persons described in and who executed the foregoing Agreement and acknowledged the execution thereof to be their free act and deed as trustees, for the uses and purposes therein mentioned.

WITNESS my hand and official seal at PEMBROKE PINES in the County of Broward, State of Florida.

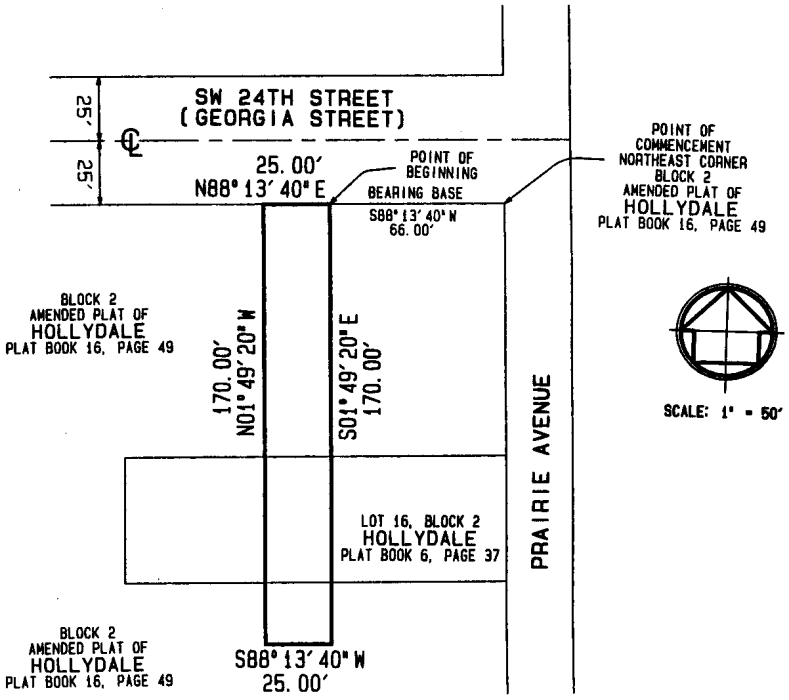
CLAUDY D. REDA
My Comm Exp. 9/16/2000
Bonded By Service Ins
No C[illegible]
[] Personally Known [] Other I.D.

Notary Public

My Commission Expires:

All of Block 2, All of Block 3, HOLLYDALE Amended, according to the Plat thereof, as recorded in Plat Book, Page 49 and Lot 16, Block 2, of HOLLYDALE, according to the Plat thereof, as recorded in Plat Book 6, Page 37, of the Public Records of Broward County, Florida.

EXHIBIT A



DESCRIPTION

A PORTION OF BLOCK 2, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF LOT 16, BLOCK 2, HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 2, AMENDED PLAT OF HOLLYDALE;

THENCE SOUTH 88°13'40" WEST ALONG THE NORTH LINE OF SAID BLOCK 2, AMENDED PLAT OF HOLLYDALE, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°49'20" EAST, 170.00 FEET;

THENCE SOUTH 88°13'40" WEST, 25.00 FEET;

THENCE NORTH 01°49'20" WEST, 170.00 FEET TO THE NORTH LINE OF SAID BLOCK 2, AMENDED PLAT OF HOLLYDALE;

THENCE NORTH 88°13'40" EAST ALONG SAID NORTH LINE, 25.00 FEET TO THE POINT OF BEGINNING.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 4250 SQUARE FEET, MORE OR LESS.

OR BK 31237 PG 0435

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEACH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

RICHARD H. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5259

REVISION	DWN	DATE	FB/PG	CKD
SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST McNAB ROAD
POMPANO BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LB-3110

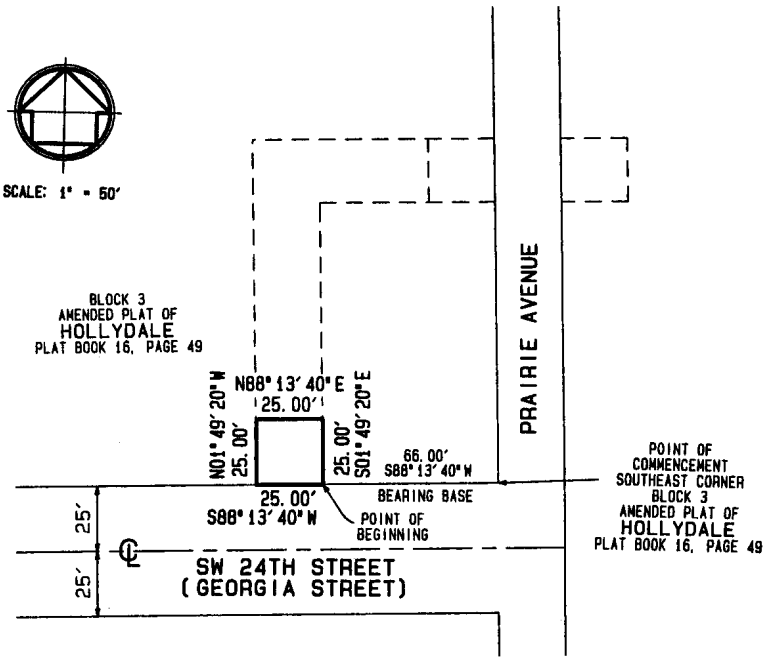
TOWN OF PEMBROKE PARK
DRAINAGE EASEMENT

PROJECT NUMBER: 00-0915

CAD LIBRARY: 0915DE

SHEET 1 OF 1

EXHIBIT B



DESCRIPTION

A PORTION OF BLOCK 3, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 3;

THENCE SOUTH 88°13'40" WEST ALONG THE SOUTH LINE OF SAID BLOCK 3, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 88°13'40" WEST ALONG SAID SOUTH LINE, 25.00 FEET;

THENCE NORTH 01°49'20" WEST, 25.00 FEET;

THENCE NORTH 88°13'40" EAST, 25.00 FEET;

THENCE SOUTH 01°49'20" EAST, 25.00 FEET TO THE POINT OF BEGINNING.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 625 SQUARE FEET, MORE OR LESS.

OR BK 31237 PG 0436

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEACH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

RICHARD H. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5239

REVISION	DWN	DATE	FB/PG	CKD
SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS

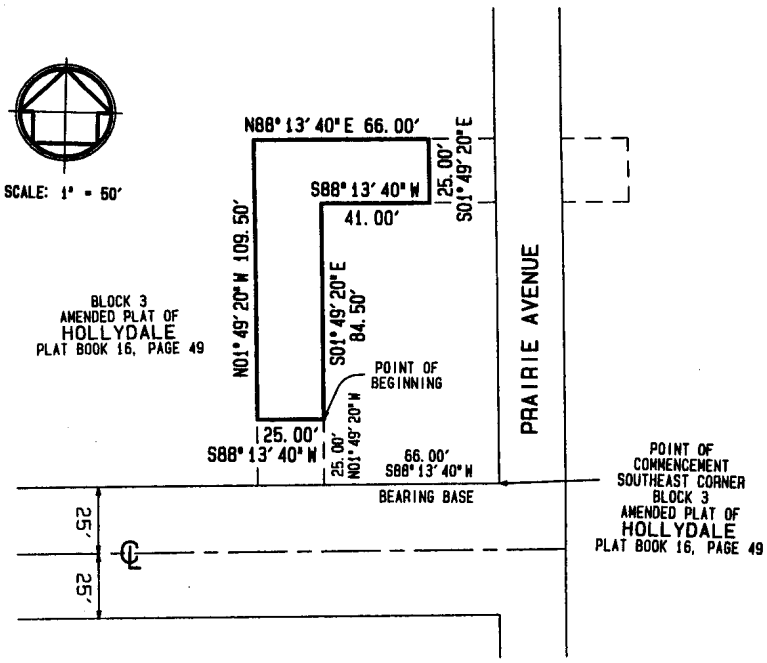
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST McNAB ROAD
POMPANO BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LB-3110

TOWN OF PEMBROKE PARK
DRAINAGE EASEMENT

PROJECT NUMBER: 00-0915

CAD LIBRARY: 09150E

SHEET 1 OF 1



OR BK 31237 PG 0437

DESCRIPTION

A PORTION OF BLOCK 3, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 3;

THENCE SOUTH 88°13'40" WEST ALONG THE SOUTH LINE OF SAID BLOCK 3, A DISTANCE OF 66.00;

THENCE NORTH 01°49'20" WEST, 25.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°13'40" WEST, 25.00 FEET;

THENCE NORTH 01°49'20" WEST, 109.50 FEET;

THENCE NORTH 88°13'40" EAST, 66.00 FEET;

THENCE SOUTH 01°49'20" EAST, 25.00 FEET;

THENCE SOUTH 88°13'40" WEST, 41.00 FEET;

THENCE SOUTH 01°49'20" EAST, 84.50 FEET TO THE POINT OF BEGINNING.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 3762 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEACH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

RICHARD H. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5239

REVISION	DWN	DATE	FB/PG	CKD
SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS

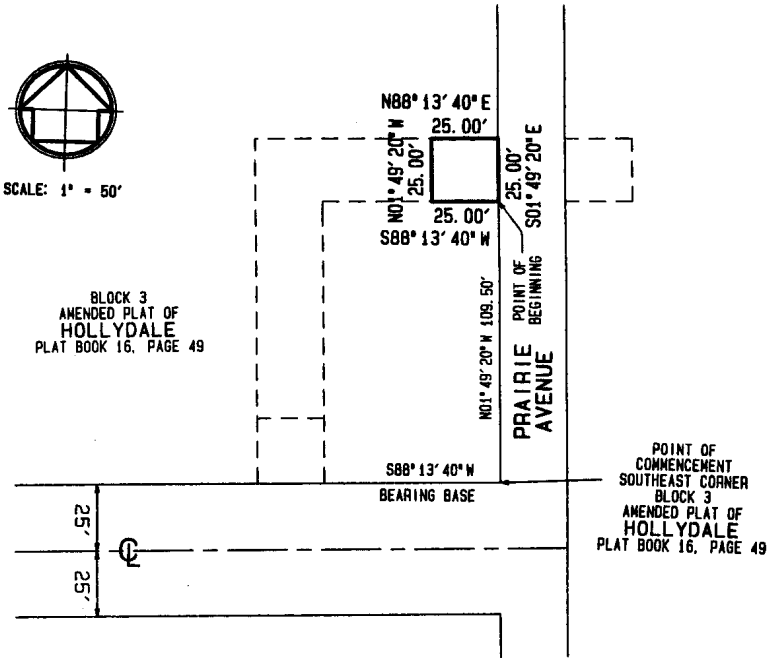
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST McNAB ROAD
POMPANO BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LB-3110

TOWN OF PEMBROKE PARK
FLOWAGE EASEMENT

PROJECT NUMBER: 00-0915

CAD LIBRARY: 0915DE

SHEET 1 OF 1



DESCRIPTION

A PORTION OF BLOCK 3, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 3;

THENCE NORTH 01°49'20" WEST ALONG THE EAST LINE OF SAID BLOCK 3, A DISTANCE OF 109.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°13'40" WEST, 25.00 FEET;

THENCE NORTH 01°49'20" WEST, 25.00 FEET;

THENCE NORTH 88°13'40" EAST, 25.00 FEET TO THE EAST LINE OF SAID BLOCK 3;

THENCE SOUTH 01°49'20" EAST ALONG SAID EAST LINE, 25.00 FEET TO THE POINT OF BEGINNING.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 625 SQUARE FEET, MORE OR LESS.

OR BK 31237 PG 0438

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEACH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

RICHARD K. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5239

REVISION	DWN	DATE	FB/PG	CKD
SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST McNAB ROAD
POMPANO BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LB-3110

TOWN OF PEMBROKE PARK
DRAINAGE EASEMENT

PROJECT NUMBER: 00-0916

CAD LIBRARY: 0915DE

SHEET 1 OF 1

5

INSTR # 100814746
OR BK 31250 PG 1854
RECORDED 02/06/2001 01:30 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 2020

DOCUMENT COVER PAGE

Incorporated in and becoming a PERMANENT PART of:

This Space Reserved for County Recorder Use

Document Description: AGREEMENT
(Title of document - i.e. Warranty Deed, Mortgage, Assignment of Mortgage)

Executed by: TOWN OF PEMBROKE PARK

To: DAVID ZELL, TRUSTEE

Brief Legal Description:
(if applicable)

The West 1/2 of the NE 1/4 of the SE 1/4 of the SE 1/4 of Section 20, Township 51 S, Range 42 E and
The North 1/2 of the East 1/2 of the West 1/2 of the SE 1/4 of the SE 1/4 of Section 20, Township 51 S, Range 42 E.

RYAN & RYAN, P.A.
WILL CALL BOX 60

Return Recorded Document to:
(Name & Address)

~~LAW OFFICES OF RYAN & RYAN~~, P.A.
700 East Dania Beach Boulevard, Third Floor
Dania Beach, Florida 33004-3090

7

AGREEMENT

This is an Agreement between TOWN OF PEMBROKE PARK, a Florida municipal corporation, 3150 SW 52 Avenue, Pembroke Park, Florida, hereinafter referred to as "TOWN", and DAVID ZELL, TRUSTEE, 4105 North 49th Avenue, Hollywood, Florida 33021, hereinafter referred to as "ZELL".

WHEREAS, TOWN currently maintains a surface water drainage system within its municipal boundaries for the benefit of the health, safety and welfare of the residents and property owners of the TOWN; and

WHEREAS, TOWN intends to make changes and improvements to the surface water drainage system to alleviate flooding in TOWN during periods of heavy rainfall; and

WHEREAS, ZELL is the owner of certain real property located within the municipal boundaries of TOWN hereinafter referred to as "parent tract" and more fully described as follows:

> The West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, situate, lying and being in Broward County, Florida;
> and
> The North1/2 of the East 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, situate, lying and being in Broward County, Florida;

and desires to assist TOWN in the implementation of the surface water drainage improvements; and

WHEREAS, TOWN's consultant engineers have designed improvements to the surface water drainage system which require construction and maintenance of drainage pipelines and related improvements for the transfer of surface water and the use of the lake on ZELL's real property for temporary surface water storage; and

WHEREAS the parties desire to enter into a written agreement providing the terms and conditions for the use of ZELL's real property by TOWN for surface water drainage easements, surface water storage and related matters.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, TOWN and ZELL hereby agree as follows:

1. The above recitals are true and correct and incorporated into this Agreement by reference herein.

2. ZELL grants to TOWN a non-exclusive, perpetual right-of-way and easement through, under, across and upon the following described real property in the County of Broward, State of Florida, to wit:

THE NORTH 25 FEET OF THE SOUTH 159.5 FEET OF THE WEST 15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA,

for the purpose of installation, construction, alteration, maintenance and operation of a drainage pipeline and all other necessary and convenient appurtenances thereto for the purpose of conveying surface water, with the full right of ingress and egress across the parent tract of ZELL to service the drainage pipeline and all parts thereof.

3. ZELL grants TOWN the right, authority, estate, interest, easement and privilege of impounding, raising, flowing and drawing off the waters of the lake located on ZELL's parent tract for the purpose of surface water management within the boundaries of the TOWN.

It is the intention of the parties hereto that the rights granted to Town by ZELL in this Agreement are for the purpose of alleviating flooding on ZELL'S parent tract and real property adjacent to or in the vicinity of ZELL'S parent tract by lowering the water level in ZELL'S lake and adjacent lakes by discharging surface water through the TOWN'S surface water drainage system into the South Florida Water Management District C-10 canal as an ocean outfall.

4. ZELL grants TOWN the right to enter the lake from time to time and clear, destroy or otherwise dispose of any natural growth and any obstructions, accumulations, or any other things that would in any way interfere with surface water control, or tend to render inaccessible or unsafe the lakes for surface water control.

5. The parties agree TOWN may enter upon such lakes and perform such work as, in the discretion of TOWN, may be necessary to carry out an adequate program of pest control.

6. TOWN shall, at its expense, have the responsibility to obtain any and all permits, if any, required by the appropriate local, state and federal governmental entities to allow the completion of the work referred to in this Agreement.

7. The right-of-way, easement and authority for use of the lake contained herein shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors and assigns.

8. The parties agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it for the purposes of obtaining permits and construction of the surface water

improvements to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare there intention to cooperate with each other in effecting the terms of this Agreement.

9. The parties hereto agree that ZELL may unilaterally terminate this Agreement and request that TOWN vacate the easement and right-of-way granted herein upon the actual or intended change in the use of the parent tract by ZELL. TOWN agrees that it will execute the documents necessary to terminate this Agreement and vacate the easement and right-of-way granted herein within one (1) year of receipt of the written request of ZELL to terminate the Agreement and vacate the easement and right-of-way granted herein.

10. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

11. This Agreement may be executed in one or more counterparts and each of which shall be deemed an original but all of which shall constitute one and the same agreement.

12. This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supercedes previous agreements and representations whether oral or written.

13. This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties against whom and enforcement of such change would be sought.

14. This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon the parties thereto and their respect successors and assigns.

15. The preparation of this agreement has been a joint effort of the parties, and the resulting documents shall not, solely as a matter of judicial construction be construed more severely against one of the parties than the other.

16. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and remainder of this Agreement shall be construed to be in full force and effect.

17. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

18. All exhibits attached hereto contain additional terms of this Agreement and are incorporated as if actually set forth herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

Attest:

THERESA CIUMMO, Clerk-Commissioner

Witness

CHRISTOPHER J. RYAN

Typed Name of Witness

Witness

EMMA SHOAFF

Typed Name of Witness

TOWN OF PEMBROKE PARK

By:

ANNETTE WEXLER, Mayor
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

(Municipal Seal)

August 9, 2000
DATE

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I hereby certify that on the 9th day of August, A.D.,2000, before me personally appeared ANNETTE WEXLER and THERESA CIUMMO, Mayor and Clerk Commissioner of the TOWN OF PEMBROKE PARK, respectively, a municipal corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Agreement and severely acknowledged the execution thereof to be their fee act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Pembroke Park in the County of Broward, State of Florida.

CHRISTOPHER J. RYAN
Comm. No. CC 591808
My Comm. Exp. Dec. 17, 2000
Bonded thru Pichard Ins. Agcy.

Notary Public

My Commission Expires:

Witness

LENA REID

Typed Name of Witness

DAVID ZELL, TRUSTEE

Witness

CHRISTOPHER J. RYAN

Typed Name of Witness

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

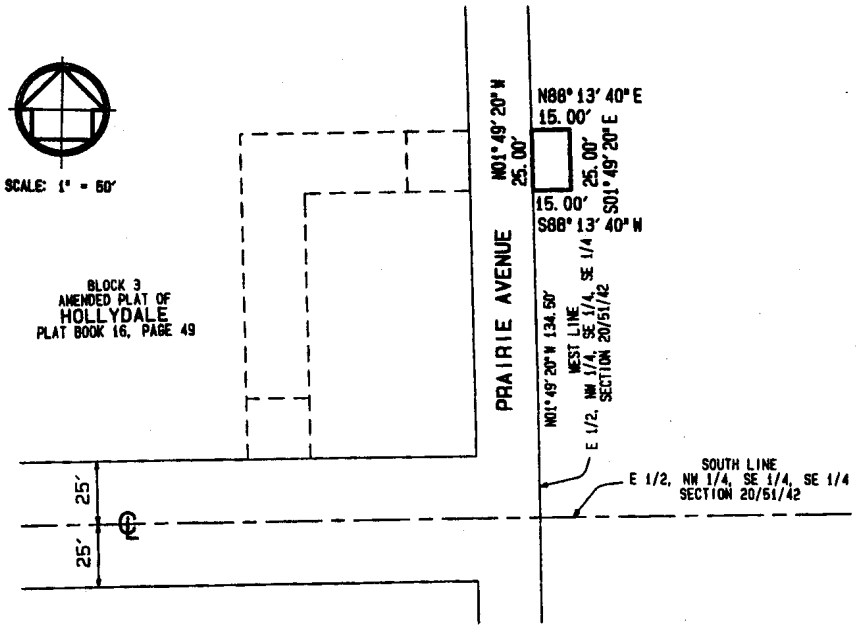
I hereby certify that on the 10th day of AUGUST, A.D.,2000, before me personally appeared DAVID ZELL, TRUSTEE, to me known to be the person described in and who executed the foregoing Agreement and acknowledged the execution thereof to be his free act and deed as trustee, for the uses and purposes therein mentioned.

WITNESS my hand and official seal at DAVIE BEACH in the County of Broward, State of Florida.

Notary Public

My Commission Expires:

CHRISTOPHER J. RYAN
Comm. No. CC 591808
My Comm. Exp. Dec. 17, 2000
Bonded thru Pichard Ins. Agcy.



DESCRIPTION

THE NORTH 25 FEET OF THE SOUTH 159.5 FEET OF THE WEST 15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 375 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEACH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

RICHARD E. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5269

REVISION	DWN	DATE	FB/PG	CKD
REV. 25' TO 15'	JPH	08/03/00	N/A	RHS
SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST McNAB ROAD
POMPANO BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LB-3110

TOWN OF PEMBROKE PARK
DRAINAGE EASEMENT

PROJECT NUMBER: 00-0915

CAD LIBRARY: 0915DE | SHEET 1 OF 1

EXHIBIT A

AUG. 03 '00 (THU) 16:05 CRAIG A SMITH 9547868927 PAGE 2

OR BK 31250 PG 1860

CFN # 102041178, OR BK 33389 Page 1939, Page 1 of 9, Recorded 07/03/2002 at 03:18 PM, Broward County Commission, Deputy Clerk 1034

14

DOCUMENT COVER PAGE

Incorporated in and becoming a PERMANENT PART of:

This Space Reserved for County Recorder Use

Document Description: AGREEMENT

(Title of document - i.e. Warranty Deed, Mortgage, Assignment of Mortgage)

Executed by: TOWN OF PEMBROKE PARK and DAVID ZELL, Trustee

To: DAVID ZELL, Trustee

Brief Legal Description: (if applicable)

The West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East and The North 1/2 of the East 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East

RYAN & RYAN, P.A.
WILL CALL BOX 60

Return Recorded Document to:
(Name & Address)

- Christopher J. Ryan, Esq.
- Ryan & Ryan, P.A.
- 700 E. Dania Beach Blvd. 3rd FL
  Dania Beach, Florida 33004-3090

9

AGREEMENT

THIS AGREEMENT made and entered into by and between TOWN OF PEMBROKE PARK, Florida, a municipal corporation of the State of Florida, 3150 SW 52 Avenue, Pembroke Park, Broward County, Florida 33023, hereinafter referred to as "TOWN", and DAVID ZELL, Trustee, 141 Greens Road, Hollywood, Florida 33021 , hereinafter referred to as "PARK OWNER".

WITNESSETH

WHEREAS, TOWN maintains a sanitary sewer collection system for the benefit of the health, safety and welfare of the residents and property owners of the TOWN; and

WHEREAS, PARK OWNER is the owner of a mobile home park located in TOWN on the real property legally described in the attached Exhibit "A", and hereafter referred to "Subject Property"; and

WHEREAS, PARK OWNER has constructed an existing a private sanitary sewer collection system located on the Subject Property which is connected to TOWN's sanitary sewer collection system; and

WHEREAS, the TOWN has been maintaining and operating existing sanitary sewer collection systems in mobile home parks throughout the Town for more than 25 years; and

WHEREAS, TOWN's sanitary sewer collection system is directly impacted by the effluent it receives from PARK OWNER'S private existing sanitary sewer collection system and it is in the best interest of TOWN to maintain and operate PARK OWNER'S sanitary sewer collection system to guarantee it is functioning properly; and

WHEREAS, the parties desire to enter into an agreement setting forth the terms and conditions for PARK OWNER to convey its private existing sanitary sewer collection system to TOWN and to grant TOWN an easement over the Subject Property for the maintenance of the existing sanitary sewer collection system.

NOW THEREFORE, in consideration of the foregoing premises and in mutual terms and conditions herein, TOWN and PARK OWNER hereby agree as follows:

1. The above listed recitals are true and are incorporated in this Agreement by reference.

2. PARK OWNER agrees to convey to TOWN by Bill of Sale Absolute all of its right, title and interest in the sanitary sewer collection lines, lift stations, pumps, manholes, forcemains and

related equipment which comprises the existing sanitary sewer collection system, hereinafter referred to as "existing sanitary sewer collection system", located on the Subject Property concurrently with the execution of this Agreement. The existing sanitary sewer collection system referred to in this Agreement shall terminate at the sanitation "T" located at each mobile home or recreational vehicle lot. Said Bill of Sale Absolute shall be in the form and content as per the attached Exhibit "B". The term "existing sanitary sewer collection system" shall have the same meaning as the definition stated herein for the Bill of Sale Absolute, the Easement Deed and any other documents relating to this Agreement.

3. PARK OWNER further agrees to grant TOWN a non-exclusive easement to enter and go upon the Subject Property at all times for the purpose of maintaining and operating the existing sanitary sewer collection system as is necessary in the sole discretion of TOWN as determined by the Public Works Director to maintain the proper functioning of the existing sanitary sewer collection system.

4. PARK OWNER agrees to grant an easement to TOWN concurrently with the execution of this Agreement which easement will set forth TOWN'S rights listed in the preceding paragraph and said easement will be recorded in the Public Records of Broward County, Florida.

5. This Agreement may be terminated in its entirety by PARK OWNER upon ninety (90) days written notice to TOWN. Upon termination of this Agreement, TOWN agrees to vacate its easement on the Subject Property and to reconvey the existing sanitary sewer collection system to PARK OWNER by Bill of Sale Absolute. The existing sanitary sewer collection system shall be reconveyed to PARK OWNER in its condition existing on the date of termination of the Agreement, and TOWN shall have no further responsibility to repair, rehabilitate, upgrade, reconstruct or otherwise modify the existing sanitary sewer collection system following reconveyance to PARK OWNER. TOWN will not be responsible to maintain or operate the sanitary sewer collection system on the Subject Property after it has been reconveyed to PARK OWNER.

In the event the PARK OWNER exercises its option under this section to terminate the Agreement, the parties agree that the consideration from the PARK OWNER to the TOWN to reconvey the existing sanitary sewer collection system and to release the Easement shall be TEN ($10.00) DOLLARS.

6. This Agreement may be modified by PARK OWNER upon ninety (90) days written

notice to TOWN which modification may reduce the area of the Subject Property encumbered by the easement from PARK OWNER to TOWN. In the event of a reduction in the area of the Subject Property encumbered by the easement, TOWN will reconvey by Bill of Sale Absolute to PARK OWNER the existing sanitary sewer collection system and vacate its easement rights for that portion of the Subject Property which is no longer encumbered by the easement. The portion of the existing sanitary sewer collection system no longer subject to the easement shall be reconveyed to PARK OWNER by TOWN in its condition existing on the date of modification of the Agreement, and TOWN shall have no responsibility to maintain, repair, rehabilitate, upgrade, reconstruct or otherwise modify the portion of the existing sanitary sewer collection system no longer subject to the easement following reconveyance to PARK OWNER. TOWN will not be responsible to operate or maintain any portion of the sanitary sewer collection system reconveyed to PARK OWNER. TOWN shall retain its responsibility to maintain, repair, rehabilitate, reconstruct and operate the portion of the sanitary sewer collection system which is not reconveyed to the PARK OWNER, and TOWN shall retain its easement rights on the property where the easement has not been vacated.

In the event the PARK OWNER exercise its option under this section to modify the Agreement, the parties agree that the consideration from the PARK OWNER to the TOWN to reconvey any portion of the existing sanitary sewer collection system and release any portion of the Easement shall be TEN ($10.00) DOLLARS.

7. The parties agree that the purpose of this Agreement is for TOWN to assume responsibility for the maintenance, repair, rehabilitation, reconstruction and operation of the existing sanitary sewer collection system located on the Subject Property. By entering into this Agreement the TOWN does not undertake the responsibility nor is it obligated to increase the capacity of the existing sanitary sewer collection system on the Subject Property or to construct new collection lines, lift stations, manholes forcemains or other equipment related to the existing sanitary sewer collection system.

8. The parties agree that TOWN shall not increase the capacity of the existing sanitary sewer collection system or connect any other sanitary sewer collection system to the existing sanitary sewer collection system located on the Subject Property without the prior written consent of the PARK OWNER. Further, TOWN shall not relocate the existing sanitary sewer collection system in whole or in part to any other location on the Subject Property nor shall TOWN install or construct

a new sanitary sewer collection system in whole or in part on the Subject Property without the prior written consent of the PARK OWNER.

9. The parties agree that TOWN does not assume responsibility for any septic tank systems located on the Subject Property. TOWN is not obligated to remove, repair, recondition or in any manner perform work on septic tank systems located on the Subject Property. The parties agree that PARK OWNER is solely responsible for all work to be performed on the septic tank systems and to comply with all federal, state and local health regulations relating to the septic tank systems on the Subject Property.

10. TOWN agrees to pay all of the expenses of the maintenance, repair, rehabilitation reconstruction and operation of the existing sanitary sewer collection system once it is conveyed to TOWN. TOWN's responsibility to pay for the expenses of the maintenance, repair, rehabilitation, reconstruction and operation of the existing sanitary sewer collection system shall cease upon the reconveyance of the existing sanitary sewer collection system to the PARK OWNER.

11. The TOWN Public Works Director has inspected the existing sanitary sewer collection system and TOWN agrees to accept the existing sanitary sewer collection system in its current condition.

12. The parties recognize that portions of the existing sanitary sewer collection system may be underneath or in close proximity to a mobile home, recreational vehicle or other structure located on the Subject Property. For the purposes of this Agreement, "other structure" means any structure located on the Subject Property, including, but not limited, any shed, enclosed carport, carport, screened room, raised patio or deck, recreational building, utility building, air conditioning unit, shuffleboard court, swimming pool, pump, tank, pipes or wires. In the event it becomes necessary to maintain, repair, reconstruct or rehabilitate the existing sanitary sewer collection system underneath or in close proximity to a mobile home, recreational vehicle or other structure located on the Subject Property and the TOWN is unable or prevented from performing the required maintenance, repair, reconstruction or rehabilitation of the existing sanitary sewer collection system because of the obstruction or interference caused by the location of a mobile home, recreational vehicle or other structure on the Subject Property, the parties agree the TOWN shall relocate that portion of the existing sanitary sewer collection system to a new location on the Subject Property in order to make the necessary repair, rehabilitation, reconstruction or maintenance of the existing

sanitary sewer collection system. Furthermore, the parties agree that the mobile home, recreational vehicle or other structure which prevents the TOWN from performing the maintenance, repair, reconstruction or rehabilitation because of its location, shall not be forced to be relocated without the prior written consent of the PARK OWNER.

13. The parties agree that the PARK OWNER shall retain the responsibility for maintenance of the sanitary sewer collection equipment from the sanitation "T" on each mobile home or recreational vehicle lot to the mobile home or recreational vehicle said maintenance shall also include any sanitary sewer collection equipment located inside any mobile home or recreational vehicle.

14. Whenever either party desires to give notice to the other, it must be given by written notice, and the parties designate the following as the respective individuals for giving notice, to wit:

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

PARK OWNER: David Zell, Trustee
141 Greens Road
Hollywood, Florida 33021

15. This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. The preparation of this Agreement has been a joint effort of the parties, and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

17. The parties agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

18. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

19. This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the

entire understanding and agreement between the parties and supercedes such previous agreements and representations whether written or oral.

20. Except for the provisions for termination set forth in paragraph 5 and for modifications set forth in paragraph 6 of the Agreement, this Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.

21. In the event any term or provision in this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

22. All exhibits attached hereto contain additional terms of this Agreement and are incorporated as if fully set forth herein.

23. In the event it shall become necessary for either party to institute legal proceedings against the other to enforce the terms of this Agreement, then in such event, it is expressly agreed that the prevailing party shall recover from the non-prevailing party all costs, including reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

WITNESSES:

Natasha Joseph
Print Name: NATASHA JOSEPH

Michelle R. Grooms
Print Name: MICHELLE R. GROOMS

TOWN OF PEMBROKE PARK, a municipal corporation of the State of Florida

By: Annette Wexler
Title: MAYOR
ANNETTE WEXLER

ATTEST:

Theresa Ciummo
Title: CLERK-COMMISSIONER
THERESA CIUMMO

Dated: March 26, 2002

STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that on the 26 day of March, A.D., 2002, before me personally appeared ANNETTE WEXLER and THERESA CIUMMO, the Mayor and Clerk-Commissioner of the TOWN OF PEMBROKE PARK, respectively, a municipal

corporation under the laws of the State of Florida, to me known to be the persons described and who executed the foregoing Agreement and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the Town, and said instrument is the act and deed of the Town.

WITNESS my hand and official seal at Pembroke Park in the County of Broward, State of Florida.

Notary Public

My Commission Expires:

Carroll Intihar
Commission # CC 922435
Expires May 6, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

WITNESSES:

Print Name: Sonia E. Greer

DAVID ZELL, Trustee

Print Name: Todd V. Larson

STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that on the 26 day of March, A.D., 2002, before me personally appeared DAVID ZELL, Trustee, who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed, and who produced a Florida driver's license as identification.

WITNESS my hand and official seal at Pembroke Park in the County of Broward, State of Florida.

Notary Public

My Commission Expires:

Carroll Intihar
Commission # CC 922435
Expires May 6, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT "A"

The West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, lying and being in Broward County, Florida;

and

The North 1/2 of the East 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, lying and being in Broward County, Florida.

Name CHRISTOPHER J. RYAN, ESQ.

Address 700 East Dania Beach Boulevard
Dania, Florida 33004

This Instrument Prepared by: CHRISTOPHER J. RYAN, ESQ.

Address 700 East Dania Beach Boulevard
Dania, Florida 33004
(305) 920-2921

92349501

Aug 13 2 49 PM '92

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR PROCESSING DATA

Know All Men By These Presents,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one.

That DOROTHY K. CLARK and HOWARD P. CLARK, JR.,

of the Town *of* Pembroke Park, *, in the County of* Broward, *and State of* Florida, *, party of the first part, for and in consideration of the sum of* TEN AND NO/100TH----------($10.00)-*Dollars, lawful money of the United States, to him paid by* the TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida, *of* Pembroke Park, Florida, *, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, the following goods and chattels,*

Approximately 150 feet of 18-inch drainage pipe located within the right-of-way of Prairie Avenue and S. W. 25th Street, connecting a catch basin within the Bamboo Paradise Mobile Home Park, located along the western boundary of said park, and catch basin located within the S. W. 25th Street right-of-way.

THIS INSTRUMENT PREPARED BY: CHRISTOPHER J. RYAN RYAN, RYAN & RYAN 700 EAST DANIA BEACH BOULEVARD DANIA, FLORIDA 33004

To Have and to Hold *the same unto the said party of the second part forever.*

And he does covenant to and with the said party of the second part that he is the lawful owner of the said goods and chattels; that they are free from all incumbrances; and that he has good right to sell the same as aforesaid, and that he will warrant and defend the sale of said property, goods and chattels hereby made, unto the said party of the second part, against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, *he has hereunto set his hand and seal the* 28 *day of* July, *, in the year one thousand nine hundred and* ninety-two.

Signed, Sealed and Delivered in Presence of:

Sandra Roth — Dorothy K. Clark L.S.
WITNESS — DOROTHY K. CLARK
Jean Carlin — Howard P. Clark Jr. L.S.
WITNESS — HOWARD P. CLARK, JR.

RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

State of Florida
County of BROWARD

I Hereby Certify *That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,* DOROTHY K. CLARK and HOWARD P. CLARK, JR., FLDL C462-191-23-7 B-0 FLDL C462 335 994 700 *to me well known to be the person* s *described in and who executed the foregoing Bill of Sale, and* they *acknowledged before me that* they *executed the same freely and voluntarily for the purposes therein expressed.*

Witness *my hand and official seal at* Pembroke Park, Broward *, and State of* Florida, 28 *day of* July, *County of , this , A.D. 19* 92.

Sandra Roth
Notary Public
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 10, 1993
BONDED THRU GENERAL INS. UND.

OCMM-H-AA0015-44

RECORD 92 PG 0449

CFN # 102041177, OR BK 33389 Page 1937, Page 1 of 2, Recorded 07/03/2002 at 03:18 PM, Broward County Commission, Deputy Clerk 1034

RYAN & RYAN, P.A.
WILL CALL BOX 60

PREPARED BY/RETURN TO:

CHRISTOPHER J. RYAN, ESQ.
RYAN & RYAN, P.A.
700 EAST DANIA BEACH BOULEVARD
THIRD FLOOR
DANIA, FLORIDA 33004

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that DAVID ZELL, Trustee, 141 Greens Road, Hollywood, Florida 33021, Party of the First Part, for TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto TOWN OF PEMBROKE PARK, a Florida municipal corporation, 3150 SW 52 Avenue, Pembroke Park, Florida 33023, Party of the Second Part, the following goods and chattels:

> All sewer collection lines, lift stations, pumps, manholes, forcemains and related equipment up to the sanitation "T" of each mobile home or recreational vehicle located on the real property described in the attached Exhibit "A".

TO HAVE AND TO HOLD the same unto Party of the Second Part, and the Party of the Second Part's successors and assigns forever.

AND the Party of the First Part covenants with the Party of the Second Part, and the Party of the Second Part's successors and assigns that the Party of the First Part is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that the Party of the First Part has good right to sell and transfer said property, goods and chattels; and that the Party of the First Part will warrant and defend the sale and transfer of the said property against the lawful claims and demands of all persons whomsoever. This covenant shall be binding upon the Party of the First Part and the Party of the First Part's successors and assigns.

IN WITNESS WHEREOF, the said Party of the First Part executed this instrument this 26th day of March, 2002.

Sonia E. Greer
Print Name: SONIA E. GREER

DAVID ZELL, Trustee

Todd V. Larson
Print Name: Todd V. Larson

STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that on the 26 day of March, A.D., 2002, before me personally appeared DAVID ZELL, Trustee, who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed, and who produced a Florida driver's license as identification.

WITNESS my hand and official seal at Pembroke Park in the County of Broward, State of Florida.

Carroll Intihar
Notary Public

Carroll Intihar
Commission # CC 922435
Expires May 6, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT "A"

The West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, lying and being in Broward County, Florida;

and

The North 1/2 of the East 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, lying and being in Broward County, Florida.

QUIT CLAIM DEED

THIS INDENTURE, made this 12 day of June A.D. 1926, between J.B. Long, also known as Joseph B. Long, and Florence L. Long his wife of the town of Ojus, and Adolph Freedlund and Bess E. Freedlund his wife of Hialeah, all of Dade County, Florida, and Walter H. Hellier as Attorney in fact, of Fort Pierce, St. Lucie County, Florida, parties of the first part, and The Plava Fruit Corporation, a corporation of Florida,

of the County of Dade State of Florida, party of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ten and no/100 Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have remised, released and quit-claimed unto the said party of the second part and its successors and assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described lots, pieces or parcels of land, to-wit:

West half (W½) of Southeast Quarter (SE¼) of Southwest Quarter (SW¼) of Southeast Quarter (SE¼); West half (W½) of Southwest Quarter (SW¼) of Southeast Quarter (SE¼) of Southeast Quarter (SE¼); West half (W½) of Northwest Quarter (NW¼) of Southeast Quarter (SE¼) of Southeast Quarter (SE¼); and West half (W½) of Southwest Quarter (SW¼) of Northeast Quarter (NE¼) of Southeast Quarter (SE¼); of Section twenty (20), Township Fifty-one (51) South, Range forty-two (42) East; said lands situate, lying and being in BROWARD COUNTY, FLORIDA;

Further described as Blocks 1-2-3 and 4 of Hollydale according to a plat thereof recorded in Plat Book 6 Page 37, Broward County Records.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining,

and all the estate, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in the presence of,

[illegible]	Joseph B. Kenge (seal)
W. W. Arnold	[illegible] (seal)
W. W. Arnold	[illegible] (seal)
[illegible]	[illegible] (seal)
Carlee Hart	Walter R. Kellger (seal) attorney in fact
C. H. Miller	

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, J. B. Long, also known as Joseph B. Long, and Florence L. Long, his wife, to me well known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said Florence L. Long, known to me to be the wife of said Joseph B. Long on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she executed the foregoing deed for the purpose of relinquishing, alienating and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable in and to the lands described therein, and that she executed said Deed freely and voluntarily and without any compulsion, constraint apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Miami County of Dade State of Florida, this 12 day of June A.D. 1925.

W. W. Arner
Notary Public, State of Florida at Large
My Commission Expires April 20, 1927

NOTARY PUBLIC

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Adolph Freedlund and Bess E. Freedlund, his wife

to me well known to be the persons described and who executed the foregoing instrument and who acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

AND I FURTHER CERTIFY, That the said Bess E. Freedlund known to me to be the wife of the said Adolph Freedlund on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she executed the foregoing Deed for the purpose of relinquishing, alienating and conveying all her right, title and interest, whether, of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed said Deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Miami County of Dade State of Florida This 12th day of June A.D. 1935

W. Warner
Notary Public State of Florida at Large
My Commission Expires April 20, 1937

STATE OF Florida
County of St. Lucie

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Walter H. Hellier, to me well known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Ft. Pierce County of St. Lucie State of Florida This 20th day of June A.D. 1935

5

162512

QUIT CLAIM DEED

H. LONG, et al

To

STATE OF FLORIDA)
COUNTY OF BROWARD)
This instrument filed for record 13 day
of Aug 1985 and recorded in book 212
on page 428. RECORD VERIFIED.
E. R. BENNETT, Clerk of the Circuit Court
By Da May Grant D.C.

QUIT-CLAIM DEED — HEFFT'S FORM 5 — Hefft Press, Inc., Miami

THIS INDENTURE, Made this 1st day of July, A. D. 1935,

Between Walter R. Hellier and Lillian S. Hellier his wife

of the County of St Lucie and State of Florida, parties of the first part, and

The Flava Fruit Corporation, a corporation of Florida of the County of Dade and State of Florida, party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One and no/100---------- Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said party of the second part and its successors and assigns, forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Broward State of Florida, to-wit:

Lots 1 to 26 inclusive in Block 1 and Lots 1 to 26 inclusive in Block 2 and Lots 1 to 26 inclusive in Block 3 and Lots 1 to 26 inclusive in Block 4 all in Hollywood, the same being a subdivision of the E½ of the SE¼ of the S½ of the SE¼ and the W½ of the SW¼ of the SE¼ of the SE¼ and the W½ of the NW¼ of the SE¼ of the SE¼ and the W½ of the SW¼ of the NE¼ of the SE¼ of Section 20, Township 51 South, Range 42 East, as recorded in Plat Book 6 on Page 57, Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered in the presence of:

E. S. Willes — Walter R. Hellier (Seal)

Cadwallader Hart — Lillian S. Hellier (Seal)

RECORDING STAMPS

DEED 262 PAGE 484

STATE OF Florida

COUNTY OF StLucie

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments Walter R. Hellier and Lillian S. Hellier his wife

to me well known to be the persons described in and who executed the foregoing deed, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY That the said Lillian S. Hellier, known to me to be the wife of the said Walter R. Hellier, on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she executed the foregoing Deed for the purpose of relinquishing, alienating and conveying all her right, title and interest, whether dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Ft Pierce, County of StLucie and State of Florida, this 1st day of July, A. D. 1935.

E. H. Willes
Notary Public, State of Florida at Large
My Commission Expires Jan. 15, 1939
Notary Public, State of Florida at Large

My commission expires Jan. 15, 1939

S. WILLES NOTARY PUBLIC STATE OF FLORIDA

Quit-Claim Deed

From

TO

Dated the day of

A. D. 19

STATE OF FLORIDA
COUNTY OF BROWARD
I hereby certify that the within instrument filed for record 19 and recorded in book 262
Witness my hand and seal of the Circuit Court
RECORD VERIFIED
L. R. Thayer, Clerk of the Circuit Court
By D. C.

Filed for record on

Recorded in Book Page

Clerk

Prepared by and return to:
CHRISTOPHER J. RYAN
RYAN & RYAN, LLC
700 East Dania Beach Blvd.
Dania Beach, FL 33004
Folio No. 5142 20 00 0520

EROSION CONTROL EASEMENT

THIS INDENTURE made this 5th day of ~~January~~ July, 2014 between DAVID ZELL, as Trustee of the DAVID ZELL TRUST, whose mailing address is 141 Green Road, Hollywood, FL 33021, hereinafter referred to as "GRANTOR," and TOWN OF PEMBROKE PARK, a political subdivision of the State of Florida, whose address is 3150 SW 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "GRANTEE."

WITNESSETH

WHEREAS, GRANTOR is the owner of certain real property located in Broward County, Florida as more fully described in the attached Exhibit "A" hereinafter referred to as "Property"; and

WHEREAS, GRANTEE desires a perpetual, non-exclusive easement to construct, own maintain, repair, install, build and rebuild a seawall over and across land owned by GRANTOR; and THAT LAND BEING THE PORTION SHOWN IN CRAIG A. SMITHS SKETCH AND DESCRIPTION DATED 6/20/2014 AND ATTACHED TO THIS INSTRUMENT. AS PART OF SAME.

WHEREAS, GRANTOR is willing to grant such an easement.

NOW THEREFORE, for and in consideration of the prospective benefits to be derived by reason of locating, establishing, constructing and maintaining certain erosion control structures under the supervision of the Town of Pembroke Park Public Works Department, and other good and valuable consideration, GRANTOR does hereby convey and grant unto GRANTEE, its officers, employees, agents and persons under contract with GRANTEE, a perpetual, non-exclusive utility easement on, over, through, under and across the Property which includes the right to:

1. Construct, reconstruct, inspect, maintain and repair a seawall, protection works, and appurtenant structures for the purpose of preventing erosion of the embankment of the manmade lake on GRANTOR'S Property;

2. Enter on such Property with personnel, vehicles and equipment;

3. Remove from the easement area all trees and vegetation that interfere with the purpose for which this easement is conveyed and released; install maintain or remove

landscaping or other environmental improvements;

4. Make all necessary earth fills; and

5. Locate or relocate existing drainage pipes or structures on GRANTOR'S lands provided that, after the fill and location or relocation is completed, the lands will be left in a neat and orderly condition.

IN WITNESS WHEREOF, GRANTOR has caused his name to be hereunto signed and seal affixed, on this 5th day of ~~January~~ July, 2014.

Witness:

Signature
Print name: Michael D. Burnop

DAVID ZELL, as Trustee of the DAVID ZELL TRUST

Signature
Print name: Michael D. Burnop

STATE OF FLORIDA)
) SS.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 5th day of ~~January~~ July, 2014,by DAVID ZELL, as Trustee of the DAVID ZELL TRUST.

He is:
[ ] personally known to me, or
[ ] produced identification. Type of identification produced Sherri Apakian

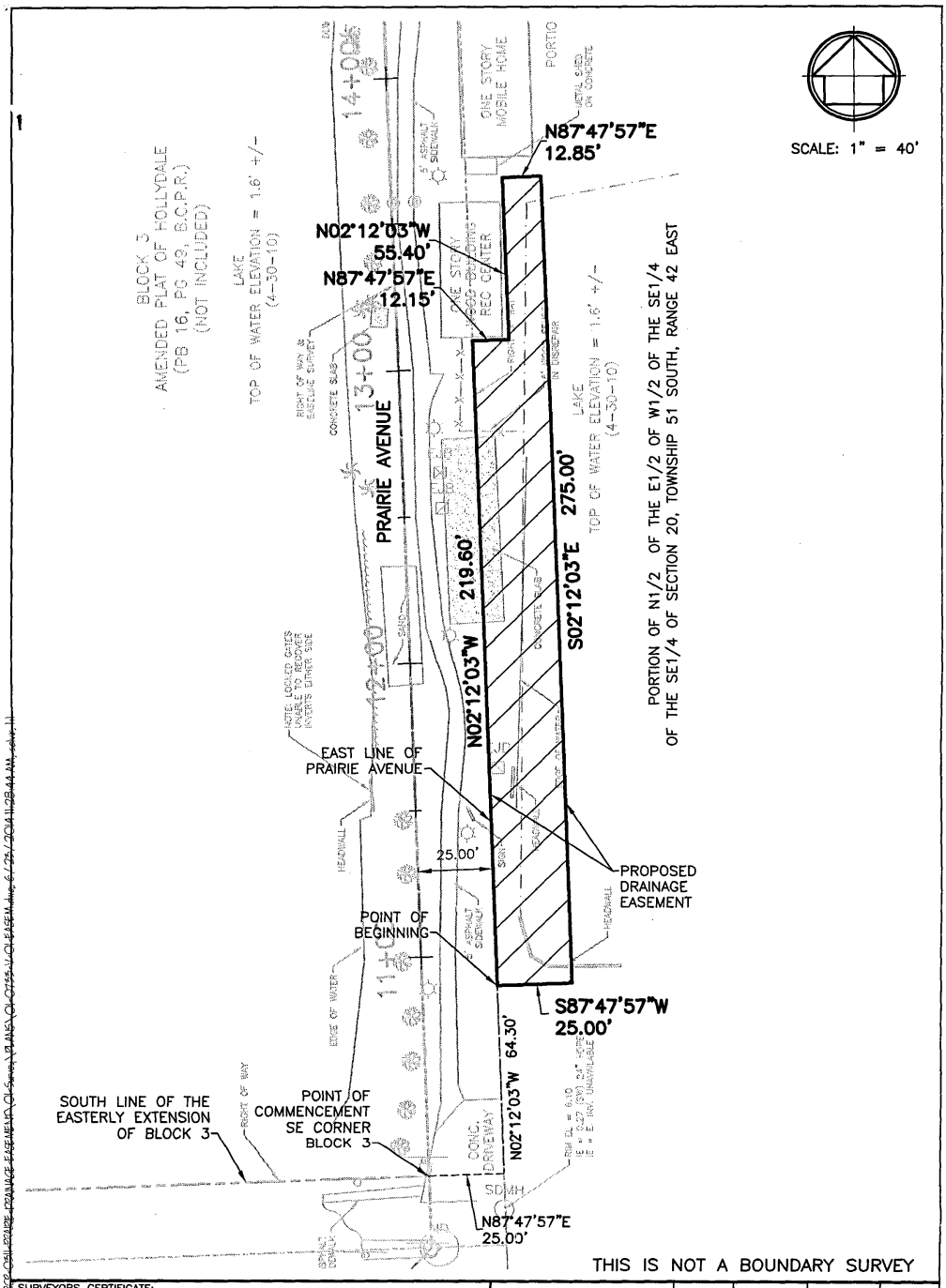
NOTARY PUBLIC:

My Commission expires: SHERRI APAKIAN Notary Public - State of Florida My Comm. Expires Mar 26, 2016 Commission # EE 156566 Bonded Through National Notary Assn.

Print name: Sherri Apakian

L:\Kim C\CHRISTOPHER-MISCELLANOUS\EROSION CONTROL EASEMENT-TOWN OF PF-23017E\DAVID ZELL Easement.wpd

EXHIBIT "A"



SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER MTS 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUES.

FOR THE FIRM, 6/20/14

ROBERT D. KEENER
PROFESSIONAL SURVEYOR AND MAPPER #4846

REVISION	DWN	DATE	FB/PG	CKD
SKETCH_&_DESCRIPTION	SEE	06/20/14	N/A	RDK

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS–PLANNERS–SURVEYORS
7777 GLADES ROAD SUITE 410
BOCA RATON, FLORIDA 33434
(561) 791-9280
CERT. NO. LB0003110

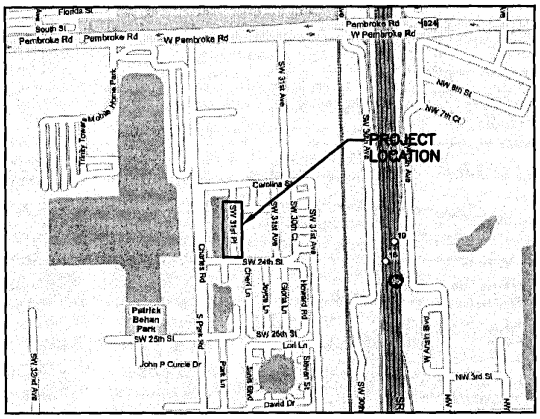
PRAIRIE AVENUE
DRAINAGE EASEMENT
TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA

PROJECT NUMBER: 14-0733-0311

FILE NAME: 01-0733-V-01-EASEM.dwg | SHEET 2 OF 2

LOCATION MAP

SCALE: N.T.S.



DESCRIPTION

BEING A PORTION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 3, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE NORTH 87°47'57" EAST ALONG THE SOUTH LINE OF THE EASTERLY EXTENSION OF SAID BLOCK 3, A DISTANCE OF 25.00 FEET TO THE EAST LINE OF PRAIRIE AVENUE AS SHOWN ON SAID PLAT;

THENCE NORTH 02°12'03" WEST ALONG SAID EAST LINE, A DISTANCE OF 64.30 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 02°12'03" WEST ALONG SAID EAST LINE, A DISTANCE OF 219.60 FEET;

THENCE NORTH 87°47'57" EAST, A DISTANCE OF 12.15 FEET;

THENCE NORTH 02°12'03" WEST, A DISTANCE OF 55.40 FEET;

THENCE NORTH 87°47'57" EAST, A DISTANCE OF 12.85 FEET;

THENCE SOUTH 02°12'03" EAST, A DISTANCE OF 275.00 FEET;

THENCE SOUTH 87°47'57" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA, CONTAINING 6202 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF PRAIRIE AVENUE AS SHOWN ON AMENDED PLAT OF HOLLYDALE (ASSUMED TO BEAR N 02°12'03" W), SAID PLAT RECORDED IN PLAT BOOK 16, PAGE 49 OF THE BROWARD COUNTY PUBLIC RECORDS.

3. THERE MAY BE EASEMENTS, RESTRICTIONS AND/OR RIGHTS-OF-WAY NOT SHOWN HEREON.

THIS IS NOT A BOUNDARY SURVEY

PREPARED FOR:

TOWN OF PEMBROKE PARK

REVISION	DWN	DATE	FB/PG	CKD
SKETCH_&_DESCRIPTION	SEE	06/20/14	N/A	RDK

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
7777 GLADES ROAD SUITE 410
BOCA RATON, FLORIDA 33434
(561) 791-9280
CERT. NO. LB0003110

PRAIRIE AVENUE
DRAINAGE EASEMENT
TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA

PROJECT NUMBER: 14-0733-0311

FILE NAME: 01-0733-V-01-EASEM.dwg | SHEET 1 OF 1

P:\Clients\Towns, Cities, Pembroke Park\14-0733-02P-CSI-PRAIRIE DRAINAGE EASEMENT\01-Survey\DRAWS\01-0733-V-01-EASEM.dwg, 6/25/2014 11:51:26 AM, sdw, 1:1

Prepared by and return to:
CHRISTOPHER J. RYAN
RYAN & RYAN, LLC
700 East Dania Beach Blvd.
Dania Beach, FL 33004

EROSION CONTROL EASEMENT

THIS INDENTURE made this 21 day of April, 2015 between BAMBOO MOBILE HOME PARK, LLC, a Florida limited liability company, whose mailing address is 8000 N. Federal Highway, Suite 200, Boca Raton, Florida 33487, hereinafter referred to as "GRANTOR," and TOWN OF PEMBROKE PARK, a political subdivision of the State of Florida, whose address is

3150 SW 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "GRANTEE."

WITNESSETH

WHEREAS, GRANTOR is the owner of certain real property located in Broward County, Florida as more fully described in the attached Exhibit "A", and hereinafter referred to as "Property"; and

WHEREAS, GRANTEE desires to obtain a perpetual, non-exclusive easement to construct, maintain, repair, install, build and rebuild a seawall and appurtenant structures over and across land owned by GRANTOR; and

WHEREAS, GRANTOR is willing to grant such an easement to GRANTEE.

NOW THEREFORE, for and in consideration of the prospective benefits to be derived by reason of locating, establishing, constructing and maintaining certain erosion control structures under the supervision of the Town of Pembroke Park Public Works Department, and other good and valuable consideration, GRANTOR does hereby convey and grant unto GRANTEE, its officers, employees, agents and persons under contract with GRANTEE, a perpetual, non-exclusive Erosion Control Easement on, over, through, under and across the Property which includes the right to:

1. Construct, reconstruct, inspect, maintain and repair a seawall, protection works, and appurtenant structures for the purpose of preventing erosion of the embankment of the manmade lake on GRANTOR'S Property;

2. Enter on such Property with personnel, vehicles and equipment;

3. Remove from the easement area all trees and vegetation that interfere with the purpose for which this easement is conveyed; install maintain or remove landscaping or other environmental improvements;

3

4. Make all necessary earth fills; and

5. Locate or relocate existing drainage pipes or structures on GRANTOR'S lands provided that, after the fill and location or relocation is completed, the lands will be left in a neat and orderly condition.

IN WITNESS WHEREOF, GRANTOR has made and executed this Erosion Control Easement on this 21 day of April 2015.

BAMBOO MOBILE HOME PARK LLC, a Florida limited Liability Company

By: _____

ERIC P. PLATERO
Title: MANAGING MEMBER

Witness:

_____
Signature
Print name: Jamie Dempsey

_____
Signature
Print name: Francine Mecca

STATE OF FLORIDA)
) SS.
COUNTY OF Palm Bch)

The foregoing instrument was acknowledged before me this 21 day of April 2015, by ERIC P. PLATERO, as MANAGING MEMBER for BAMBOO MOBILE HOME PARK LLC, a Florida limited liability company.

He is:
[X] personally known to me, or
[ ] produced identification. Type of identification produced _____

NOTARY PUBLIC:

(Seal)

_____
Print name Jamie Dempsey

My Commission expires:

JAMIE L. DEMPSEY
MY COMMISSION # EE173328
EXPIRES March 05, 2016
(407) 398-0153 FloridaNotaryService.com

EXHIBIT "A"

All of Blocks 2 and 3 of the Amended Plat of HOLLYDALE, according to the Plat thereof, as recorded in Plat Book 16, Page 49, of the Public Records of Broward County, Florida,

AND

Lot 16 in Block 2, of ROLLYDALE, according to the Plat thereof, as recorded in Plat Book 6, Page 37, of the Public Records of Broward County, Florida.

TOGETHER WITH:

A five (5) foot strip of land lying West of and contiguous to the West boundary of said Lot 16 between the Westerly extension of the North and South Boundaries of said Lot 16.

L:\Kim C\CHRISTOPHER-MISCELLANOUS\ERONSION CONTROL EASEMENT-TOWN OF PP-23017E\BAMBOO MOBILE HOME Easement R1.wpd

RYAN & RYAN, P.A.
WILL CALL BOX 60

INSTR # 100805143
OR BK 31237 PG 0439
RECORDED 02/01/2001 02:30 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1033

PREPARED BY/RETURN TO:

CHRISTOPHER J. RYAN, ESQ.
RYAN & RYAN, P.A.
700 EAST DANIA BEACH BOULEVARD
THIRD FLOOR
DANIA, FLORIDA 33004

Parcel I.D. No. 1220-02-0030; 1220-03-0020; 1220-03-0030
Grantee's Tax I.D. No. 59-0968454

EASEMENT DEED

THIS INDENTURE made and entered into this 28th day of June, 2000 by and between WILLIAM CORRIGAN and CLARA H. CORRIGAN, as CO-TRUSTEES U/A/D 3/25/91 M/B WILLIAM CORRIGAN, P.O. Box 353, Dania, Florida 33004, hereinafter referred to as Grantor, and the TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida, 3150 S.W. 52 Avenue, Pembroke Park, Broward County, Florida, hereinafter referred to as Grantee.

WITNESSETH:

WHEREAS, Grantor is the owner of the real property hereinafter described located in Pembroke Park, Broward County, Florida; and

WHEREAS, Grantee is in the process of expanding and improving the surface water drainage system within the Town of Pembroke Park and in order to do so must obtain certain easements for drainage pipelines and other appurtenances in connection therewith; and

WHEREAS, the following described real property is required for the use and operation of the aforesaid surface water drainage system to serve the Grantee; and

WHEREAS, Grantor desires to provide an easement to effectuate the installation of the surface water drainage system to serve the Grantee and for such other municipal purposes as may be authorized by law.

NOW, THEREFORE, Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration in hand paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto Grantee, its successors and assigns, through its (Grantee's) employees, agents, contractors or other designated persons, full and free right and authority to construct, maintain, repair, install, and rebuild surface water drainage facilities within the real property hereinafter described, and Grantor grants to Grantee a perpetual easement in, over, under, through, upon and/or across the hereinafter described real property for the purpose of providing surface water drainage service to and from properties or lands inclusive of Grantor's property or land which abuts and being contiguous to the easement described and so granted herein, also for Grantee to provide surface water drainage services to properties or lands which may not be contiguous to said easement described herein.

The aforesaid easement shall be located upon the real property situate, lying and being in Broward County, Florida as described in the attached Exhibit "A".

Grantor shall retain the use and enjoyment of the aforesaid property except as to the rights herein granted, provided said use and enjoyment does not in any way interfere with the operation, installation, inspection, use or maintenance of said surface water drainage facility and appurtenances.

To have and to hold said easement and right unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first written above.

6

Signed, Sealed, and Delivered
in the presence of:

Witness

John J. Corrigan
Witness

Witness

Witness

Witness

WILLIAM CORRIGAN,
Co-Trustee U/A/D 3/25/91
M/B WILLIAM CORRIGAN

William Corrigan
P.O. Box 353
Dania, Florida 33004

CLARA H. CORRIGAN
Co-Trustee U/A/D 3/25/91
M/B WILLIAM CORRIGAN

Clara H. Corrigan
P.O. Box 353
Dania, Florida 33004

STATE OF FLORIDA
COUNTY OF BROWARD

I hereby certify that on the 28 day of JUNE, A.D., 2000, before me personally appeared WILLIAM CORRIGAN and CLARA H. CORRIGAN, to me known to be the persons described and who executed the foregoing Easement Deed and they severally acknowledged the execution thereof to be their free act and deed as co-trustees, for the uses and purposes therein mentioned.

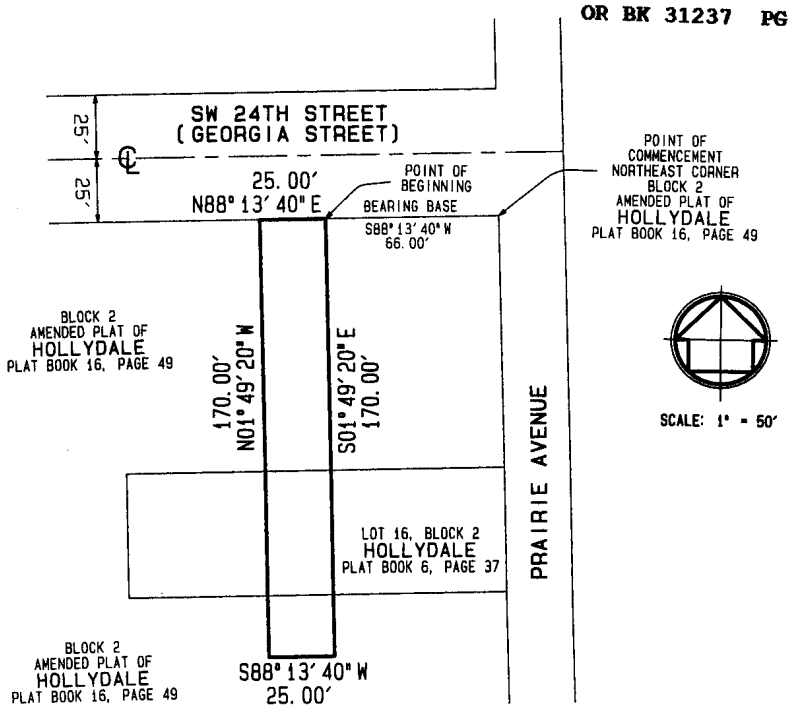
WITNESS my hand and official seal at Pembroke Pines in the County of Broward, State of Florida.

STATE OF FLORIDA NOTARY PUBLIC
CLAUDY D. REDA
My Comm Exp. 9/16/2000
Bonded By Service Ins
No CC585266
[ ] Personally Known [ ] Other I. D.

Notary Public

My Commission Expires:

FN17125E



DESCRIPTION

A PORTION OF BLOCK 2, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF LOT 16, BLOCK 2, HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 2, AMENDED PLAT OF HOLLYDALE;

THENCE SOUTH 88°13'40" WEST ALONG THE NORTH LINE OF SAID BLOCK 2, AMENDED PLAT OF HOLLYDALE, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°49'20" EAST, 170.00 FEET;

THENCE SOUTH 88°13'40" WEST, 25.00 FEET;

THENCE NORTH 01°49'20" WEST, 170.00 FEET TO THE NORTH LINE OF SAID BLOCK 2, AMENDED PLAT OF HOLLYDALE;

THENCE NORTH 88°13'40" EAST ALONG SAID NORTH LINE, 25.00 FEET TO THE POINT OF BEGINNING.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 4250 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEACH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

RICHARD H. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5259

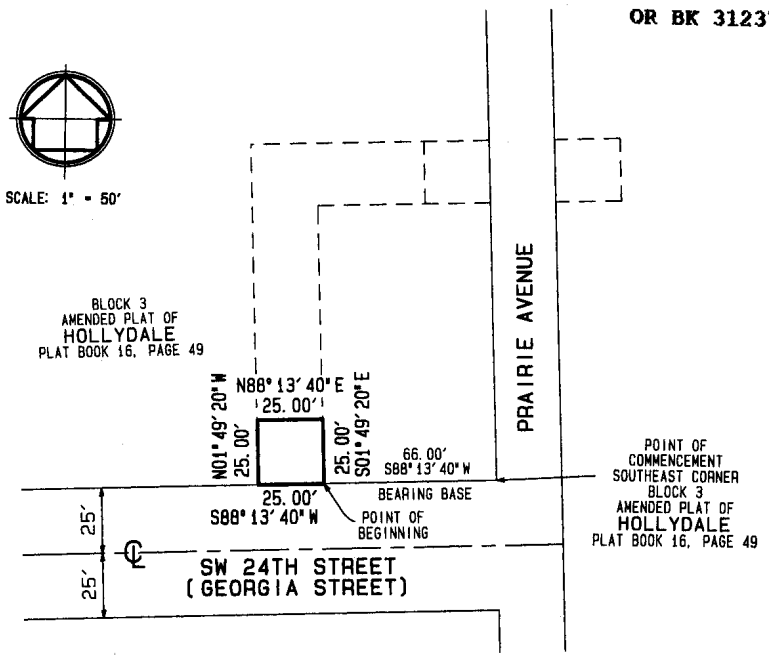
REVISION	DWN	DATE	FB/PG	CKD
SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST McNAB ROAD
POMPANO BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LB-3110

TOWN OF PEMBROKE PARK
DRAINAGE EASEMENT

PROJECT NUMBER: 00-0915
CAD LIBRARY: 0915DE
SHEET 1 OF 1

EXHIBIT A



DESCRIPTION

A PORTION OF BLOCK 3, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 3;

THENCE SOUTH 88°13'40" WEST ALONG THE SOUTH LINE OF SAID BLOCK 3, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 88°13'40" WEST ALONG SAID SOUTH LINE, 25.00 FEET;

THENCE NORTH 01°49'20" WEST, 25.00 FEET;

THENCE NORTH 88°13'40" EAST, 25.00 FEET;

THENCE SOUTH 01°49'20" EAST, 25.00 FEET TO THE POINT OF BEGINNING.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 625 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEACH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

RICHARD H. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5239

REVISION	DWN	DATE	FB/PG	CKD
SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS

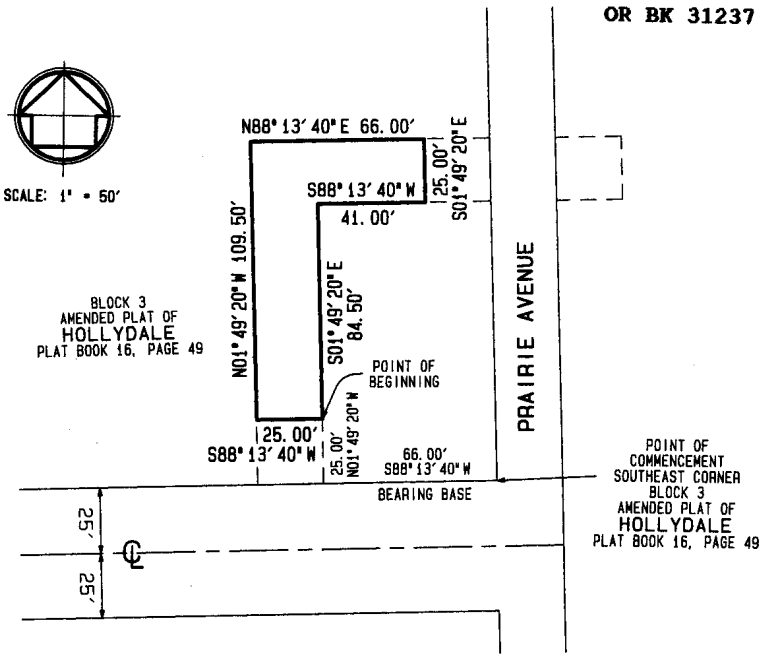
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST McNAB ROAD
POMPANO BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LB-3110

TOWN OF PEMBROKE PARK
DRAINAGE EASEMENT

PROJECT NUMBER: 00-0915

CAD LIBRARY: 0915DE

SHEET 1 OF 1



DESCRIPTION

A PORTION OF BLOCK 3, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 3;

THENCE SOUTH 88°13'40" WEST ALONG THE SOUTH LINE OF SAID BLOCK 3, A DISTANCE OF 66.00;

THENCE NORTH 01°49'20" WEST, 25.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°13'40" WEST, 25.00 FEET;

THENCE NORTH 01°49'20" WEST, 109.50 FEET;

THENCE NORTH 88°13'40" EAST, 66.00 FEET;

THENCE SOUTH 01°49'20" EAST, 25.00 FEET;

THENCE SOUTH 88°13'40" WEST, 41.00 FEET;

THENCE SOUTH 01°49'20" EAST, 84.50 FEET TO THE POINT OF BEGINNING.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 3762 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEACH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

RICHARD H. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5239

REVISION	DWN	DATE	FB/PG	CKD
SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS

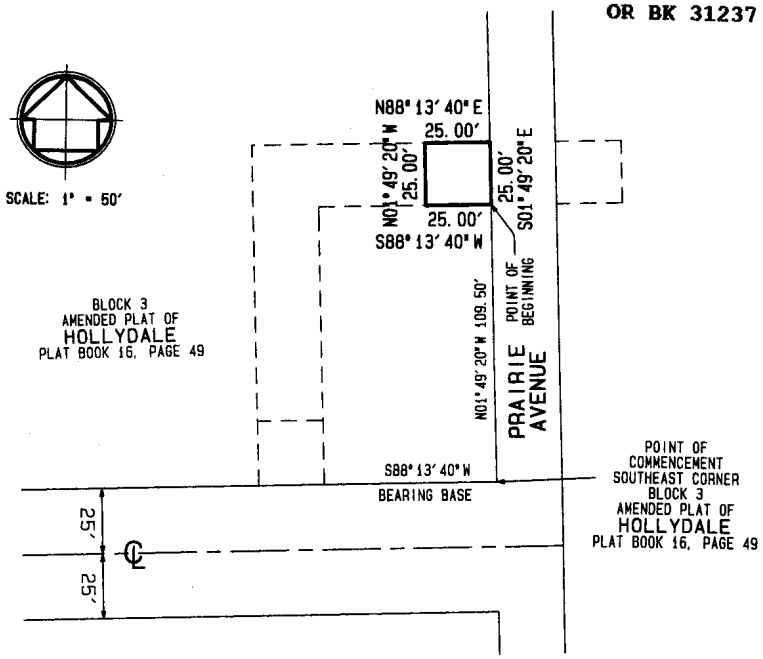
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST McNAB ROAD
POMPANO BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LB-3110

TOWN OF PEMBROKE PARK
FLOWAGE EASEMENT

PROJECT NUMBER: 00-0915

CAD LIBRARY: 0915DE

SHEET 1 OF 1



DESCRIPTION

A PORTION OF BLOCK 3, AMENDED PLAT OF HOLLYDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 3;

THENCE NORTH 01° 49' 20" WEST ALONG THE EAST LINE OF SAID BLOCK 3, A DISTANCE OF 109.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88° 13' 40" WEST, 25.00 FEET;

THENCE NORTH 01° 49' 20" WEST, 25.00 FEET;

THENCE NORTH 88° 13' 40" EAST, 25.00 FEET TO THE EAST LINE OF SAID BLOCK 3;

THENCE SOUTH 01° 49' 20" EAST ALONG SAID EAST LINE, 25.00 FEET TO THE POINT OF BEGINNING.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 625 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEACH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

RICHARD H. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5239

REVISION	DWN	DATE	FB/PG	CKD
SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST McNAB ROAD
POMPANO BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LB-3110

TOWN OF PEMBROKE PARK
DRAINAGE EASEMENT

PROJECT NUMBER: 00-0915

CAD LIBRARY: 0915DE

SHEET 1 OF 1

6

RYAN & RYAN, P.A.
WILL CALL BOX 60

INSTR # 100814747
OR BK 31250 PG 1861
RECORDED 02/06/2001 01:30 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 2020

PREPARED BY/RETURN TO:

CHRISTOPHER J. RYAN, ESQ.
RYAN & RYAN, P.A.
700 EAST DANIA BEACH BOULEVARD
THIRD FLOOR
DANIA, FLORIDA 33004

Parcel I.D. No. 1220-00-0520; 1220-00-0550
Grantee's Tax I.D. No. 59-0968454

EASEMENT DEED

THIS INDENTURE made and entered into this 10th day of August, 2000 by and between DAVID ZELL, TRUSTEE, 4105 N. 49th Avenue, Hollywood, Florida 33021, hereinafter referred to as Grantor, and the TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida, 3150 S.W. 52 Avenue, Pembroke Park, Broward County, Florida, hereinafter referred to as Grantee.

WITNESSETH:

WHEREAS, Grantor is the owner of the real property hereinafter described located in Pembroke Park, Broward County, Florida; and

WHEREAS, Grantee is in the process of expanding and improving the surface water drainage system within the Town of Pembroke Park and in order to do so must obtain certain easements for drainage pipelines and other appurtenances in connection therewith; and

WHEREAS, the following described real property is required for the use and operation of the aforesaid surface water drainage system to serve the Grantee; and

WHEREAS, Grantor desires to provide an easement to effectuate the installation of the surface water drainage system to serve the Grantee and for such other municipal purposes as may be authorized by law.

NOW, THEREFORE, Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration in hand paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto Grantee, its successors and assigns, through its (Grantee's) employees, agents, contractors or other designated persons, full and free right and authority to construct, maintain, repair, install, and rebuild surface water drainage facilities within the real property hereinafter described, and Grantor grants to Grantee a perpetual easement in, over, under, through, upon and/or across the hereinafter described real property for the purpose of providing surface water drainage service to and from properties or lands inclusive of Grantor's property or land which abuts and being contiguous to the easement described and so granted herein, also for Grantee to provide surface water drainage services to properties or lands which may not be contiguous to said easement described herein.

The aforesaid easement shall be located upon the real property described in the County of Broward, State of Florida, to wit:

THE NORTH 25 FEET OF THE SOUTH 159.5 FEET OF THE WEST 15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA,

2

Grantor shall retain the use and enjoyment of the aforesaid property except as to the rights herein granted, provided said use and enjoyment does not in any way interfere with the operation, installation, inspection, use or maintenance of said surface water drainage facility and appurtenances.

To have and to hold said easement and right unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first written above.

Signed, Sealed, and Delivered
in the presence of:

Witness MICHAEL S BAUER

Witness CHRISTOPHER J. RYAN

DAVID ZELL, ~~TRUSTEE~~
4105 North 49th Avenue
Hollywood, Florida 33021

STATE OF FLORIDA
COUNTY OF BROWARD

I hereby certify that on the 10th day of AUGUST, A.D., 2000, before me personally appeared DAVID ZELL, to me known to be the person described and who executed the foregoing Easement Deed and he acknowledged the execution thereof to be his free act and deed as trustee, for the uses and purposes therein mentioned.

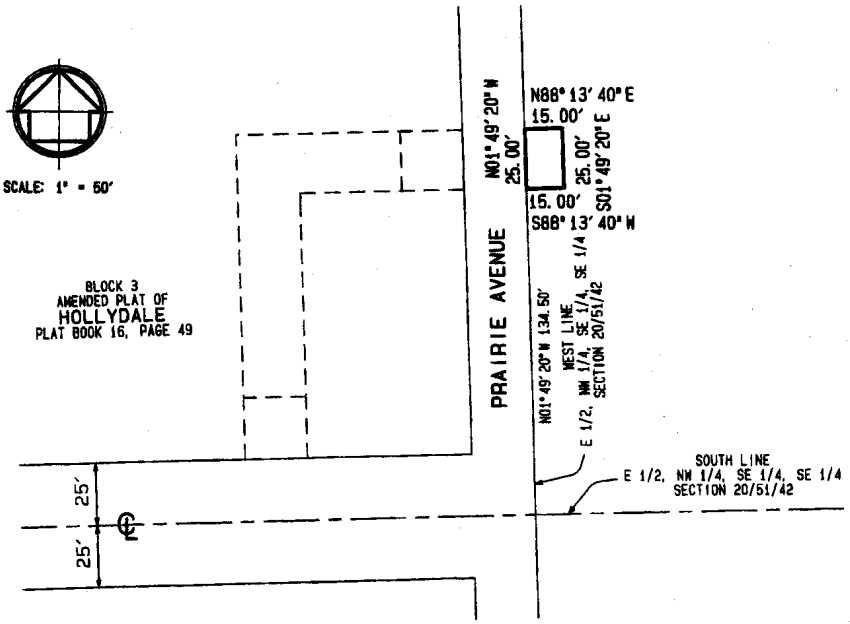
WITNESS my hand and official seal at DAVIA BEACH in the County of Broward, State of Florida.

Notary Public

My Commission Expires:

CHRISTOPHER J. RYAN
Comm. No. CC 591808
My Comm. Exp. Dec. 17, 2000
Bonded thru Pichard Ins. Agcy.

FN17126E



DESCRIPTION

THE NORTH 25 FEET OF THE SOUTH 159.5 FEET OF THE WEST 15 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

LYING IN THE TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.
CONTAINING 375 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEACH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR THE FIRM, BY:

RICHARD E. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5289

REVISION	DWN	DATE	FB/PG	CKD
REV. 25' TO 15'	JPH	08/03/00	N/A	RHS
SKETCH AND DESCRIPTION	RHS	06/06/00	N/A	RHS

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
1000 WEST McNAB ROAD
POMPANO BEACH, FLORIDA 33069
(954) 782-8222
CERTIFICATE NO. LB-3110

TOWN OF PEMBROKE PARK
DRAINAGE EASEMENT

PROJECT NUMBER: 00-0915

CAD LIBRARY: 0915DE | SHEET 1 OF 1

EXHIBIT A

CFN # 102041179, OR BK 33389 Page 1948, Page 1 of 3, Recorded 07/03/2002 at 03:18 PM, Broward County Commission, Doc. D $0.70 Deputy Clerk 1034

15

RYAN & RYAN, P.A.
WILL CALL BOX 6Q

PREPARED BY/RETURN TO:

CHRISTOPHER J. RYAN, ESQ.
RYAN & RYAN, P.A.
700 EAST DANIA BEACH BOULEVARD
THIRD FLOOR
DANIA, FLORIDA 33004

Parcel I.D. No. 1206-BH-0260

EASEMENT DEED

THIS INDENTURE made and entered into this 26th day of March, 2002 by and between DAVID ZELL, Trustee, 141 Greens Road, Hollywood, Florida 33021, hereinafter referred to as Grantor, and the TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida, 3150 S.W. 52 Avenue, Pembroke Park, Broward County, Florida, hereinafter referred to as Grantee.

WITNESSETH:

WHEREAS, Grantor is the owner of real property hereinafter described located in Pembroke Park, Broward County, Florida; and

WHEREAS, Grantor is in the process of conveying an existing sanitary sewer collection system located on the real property hereinafter described to Grantee; and

WHEREAS, Grantee intends to accept the obligation to maintain, rehabilitate and operate said existing sanitary sewer collection system and in order to do so must obtain certain easements on the real property hereinafter described.

NOW, THEREFORE, Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration in hand paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto Grantee, its successors and assigns, through its (Grantee's) employees, agents, contractors or other designated persons, full and free right and authority to maintain, repair, rehabilitate and operate the existing sanitary sewer collection system facilities within the real property hereinafter described, and Grantor grants to Grantee a perpetual nonexclusive easement in, over, under, through, upon and/or across the hereinafter described real property for the purpose of providing sanitary sewer service to Grantor's property.

The aforesaid easement shall be located upon the described real property in the County of Broward, State of Florida as set forth in the attached Exhibit "A".

Grantor shall retain the use and enjoyment of the aforesaid property except as to the rights herein granted to Grantee.

To have and to hold said easement and right unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first written above.

Signed, Sealed, and Delivered
in the presence of:

Sonia E. Greer
Print Name: SONIA E. GREER

DAVID ZELL, Trustee

Todd V. Larsen
Print Name: Todd V. Larsen

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I hereby certify that on the 26 day of March, A.D., 2002, before me personally appeared DAVID ZELL, Trustee, who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed, and who produced a Florida driver's license as identification.

WITNESS my hand and official seal at Pembroke Park in the County of Broward, State of Florida.

Carroll Intihar
Notary Public

My Commission Expires:

Carroll Intihar
Commission # CC 922435
Expires May 6, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT "A"

The West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, lying and being in Broward County, Florida;

and

The North 1/2 of the East 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, lying and being in Broward County, Florida.

Attorneys' Title Fund Services, LLC
P.O. Box 628601
Orlando, FL 32862-8601

Invoice

Date: 10/03/2023
Number: 771315340

Goren Cherof Doody & Ezrol, P.A.
3099 E. Commercial Boulevard
Suite 200
Ft Lauderdale, FL 33308-4311

Customer Number: 504601

Order Date: September 28, 2023
Ordered By: Kim Longo

For Product Questions: (800)929-5791
Processing Branch: 110

File Number	Transactee	Client's File #	Class/Description	Amount
1450966	WINKEL, CHARIKLIA PLANAKIS, ANDREAS	PLANAKIS	Commercial Title Search Report, Policy Intent: No (C07N)	$350.00
			Total	**$350.00**
			Total Due	**$350.00**

Address Searched: 2301 SouthWest 31 Court, Pembroke Pines, FL 33009

Legal Searched: 20-51-42 N1/2 OF E1/2 OF W1/2 OF SE1/4 OF SE1/4 TOG WITH W1/2 OF NE1/4 OF SE1/4 OF SE1/4

Invoice is due and payable upon receipt. To ensure proper credit, please accompany payments with the invoice to the above address. A charge of $20.00 or 5% of the check, whichever is greater, will be applied to all returned checks.

Thank you for your business! Visit our website at www.thefund.com

CODE ENFORCEMENT SPECIAL MAGISTRATE
TOWN OF PEMBROKE PARK, FLORIDA

TOWN OF PEMBROKE PARK, FLORIDA
Petitioner,

vs.

DAVID E ZELL TR ZELL, DAVID E TRS
GLADYS MANANA
Respondent(s)

Case No.: **5558**

SUPPLEMENTAL ORDER/CODE ENFORCEMENT LIEN

THIS CAUSE came on to be heard before the undersigned Special Magistrate on August 17, 2022, to confirm a fine and enter a code enforcement lien pursuant to the Special Magistrate's Final Order that was entered on May 18, 2021. Based upon the evidence presented (and there being no compliance), the Special Magistrate finds and orders:

FINDINGS OF FACT

IS THE RESPONDENT OR REPRESENATIVE PRESENT: YES✓ NO __?

STREET ADDRESS OF SUBJECT REAL PROPERTY: 3100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009

PROPERTY OWNER: GREEN ACRES PEMBROKE MHC LLC

FOLIO NO.: 514220000520

1. The Special Magistrate entered a Final Order on May 18, 2021, determining that the Respondent(s) was/were guilty of violating THE TOWN OF PEMBROKE PARK ORDINANCES SECTION (s) 5-105; 5-17; 5-2(a)(b); 5-87. The Special Magistrate ordered that the Respondent(s) shall comply WITHIN THIRTY (30) DAYS FROM THE DATE OF THE FORMAL HEARING held on May 18, 2021, or if no compliance occurred by the due date, there would be a per diem fine of **$50.00** (FIFTY DOLLARS 00/100 DOLLARS) if the violations were not corrected and complied with, and that the fine(s) will continue to accrue beyond the date set for compliance. In addition to the per diem fines assessed by the Special Magistrate, a mandatory **$100.00** (ONE HUNDRED AND 00/100 DOLLARS) administrative fee was assessed and was required to be paid within 30 days of the hearing date.

2. The Special Magistrate found that the Respondent(s) had not complied with the Final Order issued on May 18, 2021. The Special Magistrate considered the facts and circumstances relating to this case, and accordingly the Special Magistrate hereby

confirms the fine of **$15,250.00** (FIFTEEN THOUSAND TWO HUNDRED FIFTY 00/100 DOLLARS) as of the date of this hearing.

3. That said violation(s) occurred on the following described real property situated, lying and being in Broward County, Florida, to-wit:

20-51-42 N1/2 OF E1/2 OF W1/2 OF SE1/4 OF SE1/4 TOG WITH W1/2 OF NE1/4 OF SE1/4 OF SE1/4

4. The said fine shall continue to accrue until Respondent(s) complies with the Final Order entered by the Special Magistrate, a copy of which is attached hereto as Exhibit A.

5. Pursuant to Fla. Stat. 162.09 (3), and as otherwise provided by law, a certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.

6. A fine and lien imposed by the Special Magistrate shall continue to accrue a per diem fee until Respondent(s) come(s) into compliance with the Final Order and this Supplemental Order/Code Enforcement Lien.

DONE AND ORDERED at the Town of Pembroke Park, Florida, this 17th day of August 2022.

TOWN OF PEMBROKE PARK

Rafael Suarez-Rivas, Special Magistrate

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY certify that on this day before me, an officer duly qualified to take acknowledges, personally appeared Rafael Suarez-Rivas, Special Magistrate, and Erik Richwagen, Code Enforcement Officer, respectively, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed same.

WITNESS my hand and official in the County and State aforesaid this date:
August 18, 2022.

Notary Public, state of Florida

MARYCARI PAZ
Notary Public - State of Florida
Commission # HH 230082
My Comm. Expires Feb 17, 2026
Bonded through National Notary Assn.

Any person aggrieved by a final decision of the Code Enforcement Special Magistrate may seek judicial review of that decision in accordance with the Florida Rules of Appellate Procedure.

Certificate of Service

This order of abatement was hand delivered at the Special Magistrate Hearing dated above:
Yes ✓ No____

I the undersigned, Code Enforcement Officer, Erik Richwagen, do certify that a true and correct copy of this order was mailed through the United States Mail to the Respondent(s) at the address set forth above in this Final Order on this 8 day of August, 2022.

Erik Richwagen

Erik Richwagen
Code Enforcement Officer
Town of Pembroke Park
3150 SW 52 AVE
Pembroke Park, FL 33023

CODE ENFORCEMENT SPECIAL MAGISTRATE
TOWN OF PEMBROKE PARK, FLORIDA

TOWN OF PEMBROKE PARK, FLORIDA, Petitioner,	)	Case No.: 5558
vs.	)	
GLADYS MANANA Respondent(s)	)	

AMENDED FINAL ORDER

THIS CAUSE came on to be heard before the undersigned Special Magistrate on July 20, 2021, after service and due notice was provided to Respondent(s) as provided by law. After considering the evidence and testimony and arguments presented, the Special Magistrate finds, and orders as follows:

FINDINGS OF FACT

SUBJECT REAL PROPERTY: 2308 SW 31 COURT, PEMBROKE PARK, FL, 33009

PROPERTY OWNER: DAVID ZELL TR & DAVID E TRS ZELL, 140 GREENS RD, HOLLYWOOD, FL, 33021

FOLIO NO.: 5142 20 00 0520

LEGAL DESCRIPTION: 20-51-42 N1/2 OF E1/2 OF W1/2 OF SE1/4 OF SE1/4 TOG WITH W1/2 OF NE1/4 OF SE1/4 OF SE1/4.

After considering the testimony and evidence presented, the Special Magistrate finds that Respondent(s) is/are guilty of violating the Town of Pembroke Park Code of Ordinances section(s) 5-105; 5-17; 5-2(a(b). The Special Magistrate adopted as its findings of facts those facts as set forth by the Code Enforcement Officer, and included in the record, and found that Respondent violated the Code of Ordinances.

CONCLUSIONS OF LAW

Based upon the testimony and evidence presented by Petitioner that is stated above, Petitioner met its burden of proving by substantial competent evidence that the violation(s) as alleged in the Notice of Violation and presented by the Code Enforcement Officer does in fact exist on the subject real property.

ORDER

THEREFORE, it is the Order of the Special Magistrate that, based on the foregoing, the Respondent(s) shall comply with the TOWN OF PEMBROKE PARK CODE OF ORDINANCE SECTION(S) 5-105; 5-17; 5-2(a)(b). **WITHIN 90 DAYS OF THE DATE OF THE FORMAL HEARING** held on 20th day of July 2021. If the Respondent(s) does/do not comply within the time specified, the Respondent(s) shall pay $50.00 PER DIEM (PER DAY) FOR EACH DAY THE VIOLATION(S) continue to exist beyond the date set for compliance herein. IN ADDITION TO THE FINES ASSESSED BY THE SPECIAL MAGISTRATE, **A MANDATORY ADMINISTRATIVE FEE OF ONE HUNDRED DOLLARS ($100.00) SHALL BE PAID WITHIN 30 DAYS OF THE DATE OF THE HEARING.**

A FINE AND LIEN IMPOSED BY THE SPECIAL MAGISTRATE SHALL CONTINUE TO ACCRUE UNTIL THE RESPONDENT(S) AND VIOLATOR(S) COME INTO COMPLIANCE WITH THE FINAL ORDER. RESPONDENT SHALL NOTIFY THE TOWN'S CODE COMPLIANCE OFFICER, WHO SHALL INSPECT THE PROPERTY TO DETERMINE IF COMPLIANCE HAS OCCURRED.

DONE AND ORDERED at the Town of Pembroke Park, Florida, this 20TH day of July 2021.

TOWN OF PEMBROKE PARK

Harry Hipler, Special Magistrate

Any person aggrieved by a Final Order of the Code Enforcement Special Magistrate may seek judicial review of that decision in accordance with the Florida Rules of Appellate Procedure.

Certificate of Service

I the undersigned, Code Enforcement Officer, Teressa Malcolm, do certify that a true and correct copy of this order was mailed through the United States Mail to the Respondent(s) at the address set forth above in this Final Order on this 20 day of July, 2021.

Teressa Malcolm
Code Enforcement Officer
Town of Pembroke Park
3150 SW 52 AVE
Pembroke Park, FL 33023

CODE ENFORCEMENT SPECIAL MAGISTRATE
TOWN OF PEMBROKE PARK, FLORIDA

TOWN OF PEMBROKE PARK, FLORIDA, Petitioner,	)	Case No.: 5558
vs.	)	
GLADYS MANANA Respondent(s)	)	

FINAL ORDER

THIS CAUSE came on to be heard before the undersigned Special Magistrate on May 18, 2021 after service and due notice was provided to Respondent(s) as provided by law. After considering the evidence and testimony and arguments presented, the Special Magistrate finds, and orders as follows:

FINDINGS OF FACT

SUBJECT REAL PROPERTY: 2308 SW 31 CT, Pembroke Park, FL 33009

PROPERTY OWNER: David E Zell TR, Hallandale MHC LLC, 140 Greens Rd, Hollywood, FL 33021

FOLIO NO.: 514229000520

LEGAL DESCRIPTION: 20-51-42 N1/2 OF E1/2 OF W1/2 OF SE1/4 OF SE1/4 TOG WITH W1/2 OF NE1/4 OF SE1/4 OF SE1/4

After considering the testimony and evidence presented, the Special Magistrate finds that Respondent(s) is/are guilty of violating the Town of Pembroke Park Code of Ordinances section(s) 5-105; 5-17. The Special Magistrate adopted as its findings of facts those facts as set forth by the Code Enforcement Officer, and included in the record, and found that Respondent violated the Code of Ordinances.

CONCLUSIONS OF LAW

Based upon the testimony and evidence presented by Petitioner that is stated above, Petitioner met its burden of proving by substantial competent evidence that the violation(s) as alleged in the Notice of Violation and presented by the Code Enforcement Officer does in fact exist on the subject real property.

ORDER

THEREFORE, it is the Order of the Special Magistrate that, based on the foregoing, the Respondent(s) shall comply with the TOWN OF PEMBROKE PARK CODE OF ORDINANCE SECTION(S) 5-105; 5-17 **WITHIN 30 DAYS OF THE DATE OF THE FORMAL HEARING** held on 18th day of May 2021. If the Respondent(s) does/do not comply within the time specified, the Respondent(s) shall pay **$50.00** PER DIEM(PER DAY) FOR EACH DAY THE VIOLATION(S) continue to exist beyond the date set for compliance herein. **IN ADDITION TO THE FINES ASSESSED BY THE SPECIAL MAGISTRATE, A MANDATORY ADMINISTRATIVE FEE OF ONE HUNDRED DOLLARS ($100.00) SHALL BE PAID WITHIN 30 DAYS OF THE DATE OF THE HEARING.**

A FINE AND LIEN IMPOSED BY THE SPECIAL MAGISTRATE SHALL CONTINUE TO ACCRUE UNTIL THE RESPONDENT(S) AND VIOLATOR(S) COME INTO COMPLIANCE WITH THE FINAL ORDER. RESPONDENT SHALL NOTIFY THE TOWN'S CODE COMPLIANCE OFFICER, WHO SHALL INSPECT THE PROPERTY TO DETERMINE IF COMPLIANCE HAS OCCURRED.

DONE AND ORDERED at the Town of Pembroke Park, Florida, this 18th day of May 2021.

TOWN OF PEMBROKE PARK

Rafael Suárez-Rivas

Rafael Suarez-Rivas, Special Magistrate

Any person aggrieved by a Final Order of the Code Enforcement Special Magistrate may seek judicial review of that decision in accordance with the Florida Rules of Appellate Procedure.

Certificate of Service

I the undersigned, Code Enforcement Officer, Teressa Malcolm, do certify that a true and correct copy of this order was mailed through the United States Mail to the Respondent(s) at the address set forth above in this Final Order on this 18 day of May, 2021.

Teressa Malcolm
Code Enforcement Officer
Town of Pembroke Park
3150 SW 52 AVE
Pembroke Park, FL 33023

92125600

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into in duplicate on the days and dates hereinafter set forth, by and between DAVID E. ZELL, individually and as Trustee, of 4105 North 49th Avenue, Hollywood, Florida, 33021, telephone number: (305) 983-5925, as Lessor, (hereinafter called ZELL), and the TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida, of 3150 S. W. 52nd Avenue, Pembroke Park, Florida, 33023, telephone number: (305) 966-4600, as Lessee, (hereinafter called TOWN).

'92 MAR 26 AM 11 42

W I T N E S S E T H:

WHEREAS, ZELL is the owner of the following described property, to-wit:

A parcel of property within Section 20, Township 51 South, Range 42 East, being more particularly described as follows:

Commencing at the Southeast corner of Block 3 of the "AMENDED PLAT OF HOLLYDALE" according to the Plat thereof, as recorded in Plat Book 16, Page 49 of the Public Records of Broward County, Florida; Thence Easterly along the East extension of the South line of said Block 3 a distance of 25.00 feet to a point of intersection with the East right-of-way line of Prairie Avenue; Thence Northerly and parallel with the East line of said Block 3 and along the East right-of-way of said Prairie Avenue on an assumed bearing of North a distance of 114.50 feet to the Point of Beginning; Thence North 88°04'42" East, 3.57 feet; Thence North 05°02'53" East, 55.23 feet; Thence North 02°34'31" East, 76.56 feet; Thence North 01°57'13" East, 89.46 feet; Thence North 88°25'58" West, 14.92 feet to a Point on the East right-of-way of said Prairie Avenue; Thence South along said right-of-way, 221.43 feet to the Point of Beginning.

Said lands containing 2306.4 square feet or 0.0529 acres.

(Subject property shown by survey from Boggs-Hutchinson & Associates, Inc. dated July 9, 1991, and revised February 20, 1992, and identified as Drw. 2 #1540)

RETURN TO: TIMOTHY M. RYAN
700 East Dania Beach Blvd.
Dania, Florida 33004

BK 19305 PG 0006

and,

WHEREAS, TOWN desires to lease from ZELL the above-described property for a term of ninety-nine (99) years in order to utilize said property for municipal purposes; and

33.00
45.00
42 BM

WHEREAS, ZELL desires to lease said property to the TOWN for said term of ninety-nine (99) years pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing and the further consideration of the mutual covenants herein contained to be performed by each party, the parties hereto do covenant and agree as follows:

1. That the TOWN does hereby lease from ZELL and ZELL does hereby lease unto the TOWN the following described property, to-wit:

> A parcel of property within Section 20, Township 51 South, Range 42 East, being more particularly described as follows:
>
> Commencing at the Southeast corner of Block 3 of the "AMENDED PLAT OF HOLLYDALE" according to the Plat thereof, as recorded in Plat Book 16, Page 49 of the Public Records of Broward County, Florida; Thence Easterly along the East extension of the South line of said Block 3 a distance of 25.00 feet to a point of intersection with the East right-of-way line of Prairie Avenue; Thence Northerly and parallel with the East line of said Block 3 and along the East right-of-way of said Prairie Avenue on an assumed bearing of North a distance of 114.50 feet to the Point of Beginning; Thence North 88°04'42" East, 3.57 feet; Thence North 05°02'53" East, 55.23 feet; Thence North 02°34'31" East, 76.56 feet; Thence North 01°57'13" East, 89.46 feet; Thence North 88°25'58" West, 14.92 feet to a Point on the East right-of-way of said Prairie Avenue; Thence South along said right-of-way, 221.43 feet to the Point of Beginning.
>
> Said lands containing 2306.4 square feet or 0.0529 acres.
>
> (Subject property shown by survey from Boggs-Hutchinson & Associates, Inc. dated July 9, 1991, and revised February 20, 1992, and identified as Drw. 2 #1540)

for a term of ninety-nine (99) years beginning March 1, 1992 and ending February 28, 2091.

2. The parties agree that the TOWN, its agents, employees, guests and invitees, shall have access and right of use for the Lease term for that certain parcel of property lying between the East boundary of the above parcel and the West shoreline of the lake to the east of the parcel described in Paragraph 1. It is the

BK 19305 PG 0007

intention of the parties hereto that the TOWN, its agents, employees, guests and invitees, have access and the right of use for the entire parcel between the East right-of-way line of Prairie Avenue and the West shoreline of the lake to the East of Prairie Avenue within the northern and southern perimeter described herein for the Lease term.

3. That the total rent to be paid by the TOWN to ZELL for the leasing of the above-described property for the full ninety-nine (99) years shall be the sum of TEN AND NO/100TH ($10.00) DOLLARS which shall be paid by TOWN to ZELL upon the execution of this Lease Agreement, the receipt of which is hereby acknowledged by ZELL as complete and full payment of all rent due for the term of the Lease specified herein.

4. This lease agreement is subject to the following rights which are reserved by Zell with the consent of the Town:

a. The right of ingress and egress across the southern portion of the demised property to the lake which the demised property abuts for the purpose of cleaning and maintaining the lake and the shoreline of the lake.

b. The right to maintain, replace, and repair the water storage tank presently located on the demised property in its present location for use in the irrigation of the mobile home park belonging to Zell as well as the pipes, pumps, electrical equipment and conduits servicing said tank.

5. In consideration of the Towns leasing said property, Zell agrees as follows:

a. To provide potable water so long as a source for potable water is available at the site of the demised property or within the mobile home park east of and adjacent to the demised property or the successor occupants or users of said property to

BK 1930 PG 0008

all facilities existing on said property or which may be constructed by Town on said property and the lands adjacent thereto for ten (10) years beginning on the first day of this lease without cost or charge to the Town in such amounts as may be necessary to meet the needs of said facilities. This section shall not be construed to require ZELL to construct infrastructure for delivery of the potable water. Upon the expiration of the ten year period of free water supply as aforesaid, and in the event the Town elects to continue to utilize Zell's facility as a source of water supply, the Town agrees to pay Zell and Zell agrees to accept from the Town for said water supply the exact cost to Zell for furnishing said water supply to the Town.

b. To permit the Town to withdraw water from the lake in such quantities as the Town may deem proper to maintain the park and recreational facilities between Carolina Street and Georgia Street in and adjacent to the right-of-way of Prairie Avenue. Zell shall have no obligation to install or provide any pipes or mains to enable the Town to withdraw water from the lake in that it shall be the obligation of the Town if and when it desires to withdraw water from the lake to provide and pay for all facilities required for that purpose. The water so withdrawn shall be used for maintaining the linear park, now known as HOWARD P. CLARK, SR. PARK, and fire prevention and control. Zell shall have no obligation by virtue of this Agreement to maintain the water level in the lake at any particular height.

c. To permit the Town to maintain the current tie-in with the wastewater and sanitary sewage collection

BK 19305PG0009

system of Bamboo Lakes Mobile Home Park for ten (10) years beginning on the first day of this lease and to accept the flow from the demised premises and all facilities constructed thereon and the lands adjacent thereto without charge to the Town, so long as a source is available for discharge of the flow generated thru the wastewater and sanitary sewage collection system of Bamboo Lakes Mobile Home Park by its occupants and the successor occupants or users of said property. Upon the expiration of the ten year period of free wastewater and sanitary sewage disposal as aforesaid, and in the event the Town elects to continue to utilize Zell's facility as a source of wastewater and sanitary sewage disposal, the Town agrees to pay Zell and Zell agrees to accept from the Town for said wastewater and sanitary sewage disposal the exact cost to Zell for furnishing said wastewater and sanitary sewage disposal to the Town.

6. The Town agrees to maintain the demised property including all shrubbery, trees and ground cover located thereon and the shoreline of the lake within the demised property.

7. The parties hereto recognize and acknowledge that there are presently two improvements on said property to wit: a shuffleboard court and a rec hall. The Town, by the acceptance of this lease, has the right to remove or remodel any existing improvements on the subject property without any obligation to replace same. All costs incurred in the removal or remodeling of the existing improvements on the demised property shall be the responsibility of the Town.

8. The Town acknowledges that any facilities constructed or built on the demised property will be open to use by all residents of the Town.

9. Zell shall continue to have the responsibility and

BK 1930 PG 0010

obligation to pay all taxes and assessments against the demised property.

10. The Town shall pay all charges for electrical service and garbage and trash pickup for the demised premises.

11. This Agreement does not grant or authorize the use by the general public of any part of the Zell property not leased hereunder, including but not limited to private roads within the mobile home park or any part of the lake.

12. The mobile home located at 3113 S.W. 23rd Street, which is directly north of the demised property and encroaches within the Prairie Avenue right-of-way as shown on the survey prepared for Zell by Boggs-Hutchinson & Associates, Inc. dated July 9, 1991, and revised February 20, 1992, and identified as Drw. 2 #1540, shall be permitted to remain, provided however, any mobile home or appurtenances attached thereto or structure which replaces this mobile home will not be permitted within any portion of the right-of-way of Prairie Avenue (S.W. 31st Place) provided, however, the Town agrees to reduce the setback requirements with respect to Prairie Avenue for any subsequent mobile home at said location. The fence and metal shed which also encroach within the Prairie Avenue right-of-way as shown on said survey shall be permitted to remain only so long as Agnes Hogleman actually owns and occupies the adjacent mobile home and upon the occurrence of either her death, the sale of said mobile home or her moving from said mobile home for any reason, said encroachments may be forth-with removed by the Town and all setback requirements of the Town shall thereafter be met.

13. The Town agrees to include the subject property within its comprehensive liability policy and to furnish Zell a copy of said policy or a certificate evidencing said insurance.

14. Zell does hereby fully warrant the title to the demised premises and will defend the same against the claims of all persons whomsoever.

BK 1,9305PG0011

15. The parties hereto acknowledge that this agreement contains the entire agreement between the parties and that neither party has made any representations to the other beyond those set forth herein.

16. This Agreement can only be amended by an agreement in writing signed by the parties hereto or their successors or assigns.

17. This Agreement shall be executed in two (2) counterparts, each of which shall have the same force and effect as if it were an original.

18. All terms and conditions of this Lease Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors or assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the days and years hereinafter set forth.

Signed, sealed and delivered in the presence of:

Robert A. Levy

As to Lessor
Richard F. Manegold

Executed by Lessor this 28 day of February, A. D., 1992.

DAVID E. ZELL, individually and as Trustee

"LESSOR"

Signed, sealed and delivered in the presence of:

Robert A. Levy

As to Lessee
Arthur Hatton

Executed by Lessee this 28 day of February, A. D., 1992.

TOWN OF PEMBROKE PARK, a municipal corporation

BY: RAYMOND P. OGLESBY, Mayor

ATTEST:

THERESA CIUMMO,
Clerk-Commissioner

"LESSEE"

BK 1930 PG 0012

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared DAVID E. ZELL, individually and as Trustee, to me known to be the person described in and who executed the foregoing agreement and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of February, A.D., 1992.

NOTARY PUBLIC

My Commission Expires: 11-16-94

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Nov. 16-1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT on this day before me, an officer duly authorized to take acknowledgements, personally appeared RAYMOND P. OGLESBY as Mayor and THERESA CIUMMO as Clerk-Commissioner of the TOWN OF PEMBROKE PARK, to me known to be the persons described in and who executed the foregoing Agreement, and they acknowledged before me that they executed the same freely and voluntarily on behalf of the TOWN OF PEMBROKE PARK.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of February, 1992.

NOTARY PUBLIC

My Commission Expires: 11-16-94

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Nov. 16-1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY FLORIDA
COUNTY ADMINISTRATOR

BK 19305 PG 0013

This instrument was prepared by
TIMOTHY M. RYAN
700 East Dania Beach Blvd.
Dania, Florida 33004

BROWARD
FLORIDA

NOTICE OF COMMENCEMENT

The undersigned hereby given notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statues the following information is provided in the Notice of Commencement

PERMIT NUMBER: _____

1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) **TAX FOLIO NO.** 5142 20 00 0520

SUBDIVISION BAMBOO PARADISE MOBILE HOME PAR **BLOCK** _____ **TRACT** _____ **LOT** _____ **BLDG** _____ **UNIT** _____

2421-2423 SW 25 STREET FL 33009 20-51-42 W1/2 OF SE1/4 OF SE1/4 OF SE1/4 TOG WITH E1/2 OF SW1/4

2. GENERAL DESCRIPTION OF IMPROVEMENT:
ASPHALT REPAIR

3. OWNER INFORMATION: a. Name CLARK, HOWARD P JR

b. Address 2421 GLORIA LN HALLANDALE BEACH FL 33009 **c. Interest in property** _____

Name and address of fee simple titleholder (if other than Owner) _____

4. CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER:
ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC
6301 W. SUNRISE BLVD SUNRISE, FL 33313 954-581-5805 FAX 954-581-0465

5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT:
N/A

6. LENDER'S NAME, ADDRESS AND PHONE NUMBER:
N/A

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7. Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER:

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes
NAME, ADDRESS AND PHONE NUMBER:

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature of Owner or Owner's Authorized Officer/Director/Partner/Manager

Howard P Clark, Jr., owner
Print Name and Provide Signatory's Title/Office

State of Florida
County of Broward
The foregoing instrument was acknowledged before me by means of ✓ physical presence or O online notarization, this 17 day of NOV. 2022
by Howard P Clark JR, who is personally known _____ or produced the following type of identification FL DL

RANDY A. GIUNTO
Commission # HH 211201
Expires April 23, 2026

(Signature of Notary Public)

Under Penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes)

Rev. 02/14/2020 (Recording)

RESET FORM

220795

BROWARD COUNTY
RESPONSIBLE JUDGE

NOTICE OF COMMENCEMENT

The undersigned hereby given notice that improvement will be made to certain real property. and in accordance with Chapter 713, Florida Statues the following information is provided in the Notice of Commencement.

PERMIT NUMBER:

1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX FOLIO NO. 5142 20 00 0520

SUBDIVISION 20-51-42 N1/2 OF E1/2 OF W1/2 OF SE BLOCK TRACT LOT BLDG UNIT

2303 SW 30th Court Pembroke Park, Fl. 33009

2. GENERAL DESCRIPTION OF IMPROVEMENT: Replace 5 gang meter bank w/5 disconnects w/new.

3. OWNER INFORMATION: a. Name DAVID E ZELL TRZELL, DAVID E TRS

b. Address 141 GREENS RD HOLLYWOOD FL 33021 c. Interest in property

Name and address of fee simple titleholder (if other than Owner) N/A

4. CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER:
MMJ ELECTRIC INC.
361 SW 13 AVE POMPANO BEACH FL 33069

5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT:
N/A

6. LENDER'S NAME, ADDRESS AND PHONE NUMBER:
N/A

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7, Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER:

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER:

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) :

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature of Owner or
Owner's Authorized Officer/Director/Partner/Manager

Steve Zell
Print Name and Provide Signatory's Title/Office

State of Florida
County of Broward
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of June 2023
by Steve Zell who is personally known ✓ or produced the following type of identification:

STEPHANIE HARVEY
MY COMMISSION # GG 359203
EXPIRES: July 25, 2023
Bonded Thru Notary Public Underwriters

(Signature of Notary Public)

Under Penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes).

Rev. 02/14/2020 (Recording)

RESET FORM

This Instrument prepared by:
Jerome R. Schechter, P.A.
1995 East Oakland Park Blvd., #210
Fort Lauderdale, FL 33306

PARCEL IDENTIFICATION #:

THIS QUIT-CLAIM DEED executed this 22 day of Feb, 2017 by DAVID ZELL a/k/a DAVID E. ZELL, Individually and as Trustee, Grantor, whose post office address is 140 Greens Road, Hollywood, Florida 33021 to DAVID E. ZELL as Trustee of the Trust Agreement dated the 21st day of November, 1984 which Trust grants full power and authority in the Grantor and thereafter the Grantee to sell, convey, grant and encumber both the legal and beneficial interest in the real property described hereinbelow pursuant to Florida Statute 689.07, whose post office address is 140 Greens Road, Hollywood, Florida 33021, Grantee.

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward State of Florida, to-wit:

THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LYING AND BEING IN BROWARD COUNTY, FLORIDA; AND THE NORTH ½ OF THE EAST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST LYING AND BEING IN BROWARD COUNTY, FLORIDA

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

nb: This Quit Claim Deed was prepared and recorded without the benefit of title search or title examination.

nb: The real property is not the homestead of the Grantor.

nb: This conveyance is made without consideration. The subject realty is unencumbered and this Quit Claim Deed is made to correct a deficiency in a previous Deed on which the taxes have been paid.

THIS SPACE INTENTIONALLY LEFT BLANK

2

nb: This Deed refers to the same property legally described in the certain Warranty Deed dated May 30, 1979 as recorded in Official Records Book 8248 at Page 695 of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, Grantor has set his hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: Danielle Greenberg DAVID E. ZELL

Print Name: J Schechter

STATE OF FLORIDA)
)ss
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared DAVID E. ZELL, who is personally known to me or who has produced _____ as identification who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of February, 2017.

NOTARY PUBLIC

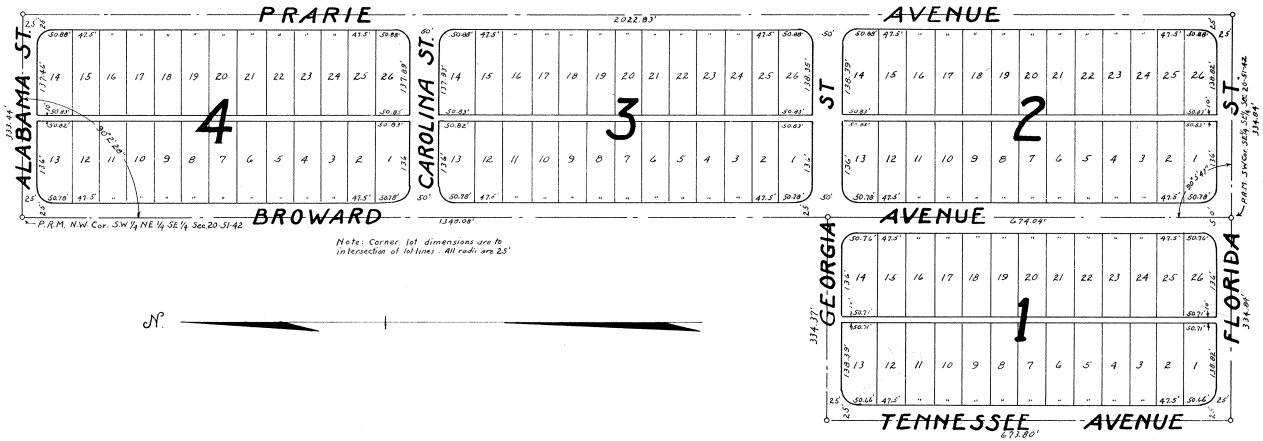
My commission expires:

Danielle Bret Greenberg
COMMISSION # FF134259
EXPIRES: JUN 19, 2018
BONDED THRU
1st FLORIDA NOTARY, LLC

6-37

37

62980



STATE OF FLORIDA, COUNTY OF BROWARD. } ss.
This instrument was filed for record the 25 day of Sept. 1925 and recorded in book 6 of Plats page 37
RECORD VERIFIED.
Frank A. Bryan Clerk of Circuit Court
By M. L. Burnell Deputy Clerk

STATE OF FLORIDA, COUNTY OF BROWARD, }
I hereby certify that the within plat complies with plat law of 1925 General Acts.
FRANK A. BRYAN, Clerk Circuit Court
By M. L. Burnell D.C.

HOLLYDALE

A SUBDIVISION IN SEC. 20-51-42. BROWARD COUNTY

FOR

WALTER R. HELLIER

SCALE 1"=100' BISCAYNE ENGINEERING COMPANY SEPTEMBER, 1925

MIAMI, FLORIDA

0"5670 FB 255

COUNTY ADMINISTRATOR CREATED JAN. 1, 1976 BROWARD COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF BROWARD
I HEREBY CERTIFY that this is a true and correct copy of a map or plat as the same appears of record in Plat Book 6 at Page 37 of the public record of Broward County Florida.
WITNESS my hand and official seal in the City of Fort Lauderdale, FL this 11th day of Sept A.D. 1987
L. A. HESTER, County Administrator
By Gary Mill D.C.

KNOW ALL MEN BY THESE PRESENTS:-
That Walter R. Hellier, Attorney in Fact for Adolph Freedlund and Bess E. Freedlund, his wife, Joseph B. Long and Mattie Long, his wife, has caused to be made the attached plat of "HOLLYDALE" the same being a subdivision of the East half (E½) of the Southeast quarter (SE¼) of the Southwest quarter (SW¼) of Southeast quarter (SE¼) and West half (W½) of Southwest quarter (SW¼) of Southeast quarter (SE¼) of Southeast quarter (SE¼) and West half (W½) of Northwest quarter (NW¼) of Southeast quarter (SE¼) of Southeast quarter (SE¼) and West half (W½) of Southwest quarter (SW¼) of Northeast quarter (NE¼) of Southeast quarter (SE¼) of Section Twenty (20), Township Fifty-One (51), South, Range forty Two (42), East, Broward County, Florida.
Said Tract of land being subdivided into Blocks and Lots the streets and avenues as shown thereon are hereby dedicated to the perpetual use of the public for proper purposes, reserving however to the said Adolph Freedlund and Bess E. Freedlund, his wife, Joseph B. Long and Mattie Long, his wife, their heirs, administrators, executors and assigns the reversion and reversions thereof whenever vacated in accordance with law.
In witness whereof I have hereunto set my hand and seal this 28th day of Sept. AD 1925 at Miami, Dade County, Florida.

In the presence of:
Frank Bartholomew
Geo. R. Lein

Walter R. Hellier Seal

STATE OF FLORIDA } ss.
COUNTY OF DADE }
I Hereby Certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Walter R. Hellier, Attorney in Fact, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the same freely and voluntarily for the purposes therein expressed.
Witness my hand and official seal at Miami, Dade County, Florida, this 28th day of Sept. AD. 1925.

Paul Bolton
Notary Public, State of Florida at Large
My commission expires Apr. 24-1924

Approved for record.
J. F. Chanlon 9/22/25
County Engineer

We hereby certify that the attached plat of "HOLLYDALE" is true and monumented Correct as recently surveyed and platted under our supervision.
THE BISCAYNE ENGINEERING CO.
By John A. Moore. Pres.
Registered Engineer No. 133

Filed this _____ day of _____ AD. 192__ at _____ M. in Book No. _____ of Plats at Page _____ Public Records Broward County, Florida.

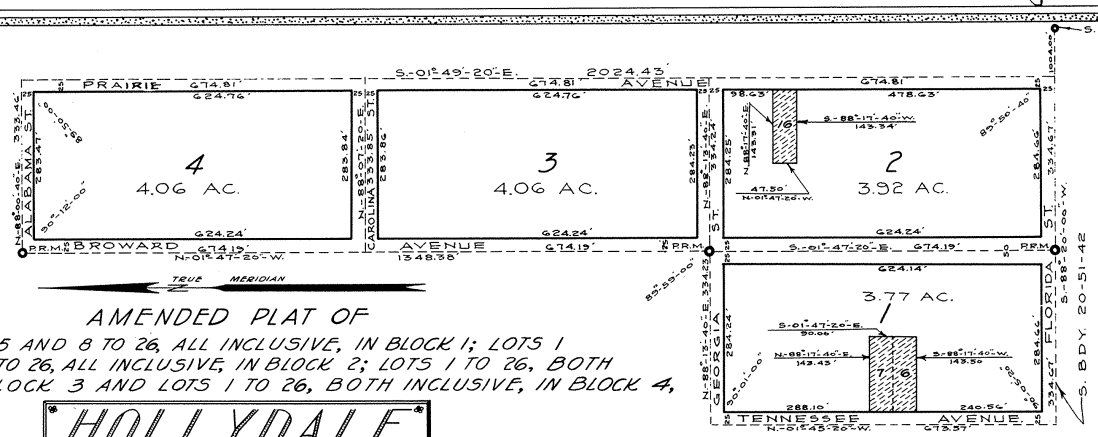
_____ Clerk of the Circuit Court
By _____ Deputy Clerk.

Sept. 35 Plat 26th 16 47 RECORD VERIFIED. E. R. BENNETT Clerk of the Circuit Court By J. C. Slaton D.C. 16 49

STATE OF FLORIDA
COUNTY OF BROWARD
I HEREBY CERTIFY that this is a true and correct copy of a map or plat as the same appears of record in Plat Book 16 at Page 49 of the public record of Broward County Florida.
WITNESS my hand and official seal in the City of Fort Lauderdale, FL this 15 day of Mar A.D. 19 89
By Linda A. Hester, County Administrator D.C.
ADMINISTRATOR CREATED JAN. 1 1975 COUNTY LIBRARY SYSTEM

NOTE

Indicates Lots not included in this Plat.



AMENDED PLAT OF

LOTS 1 TO 5 AND 8 TO 26, ALL INCLUSIVE, IN BLOCK 1; LOTS 1 TO 15 AND 17 TO 26, ALL INCLUSIVE, IN BLOCK 2; LOTS 1 TO 26, BOTH INCLUSIVE, IN BLOCK 3 AND LOTS 1 TO 26, BOTH INCLUSIVE, IN BLOCK 4,

HOLLYDALE

A SUBDIVISION IN SECTION 20-51-42
BROWARD COUNTY, FLORIDA

CHARLTON & ASSOCIATES - ENGINEERS
SCALE: 1"=150' AUGUST, 1935

DESCRIPTION

Lots 1 to 5 and 8 to 26, all inclusive, in Block 1; Lots 1 to 15 and 17 to 26, all inclusive, in Block 2; Lots 1 to 26, both inclusive, in Block 3 and Lots 1 to 26, both inclusive in Block 4 of HOLLYDALE according to Plat thereof recorded in Plat Book 6, Page 37 of the Public Records of Broward County, Florida.

DEDICATION

STATE OF FLORIDA }
COUNTY OF DADE } ss.

KNOW ALL MEN BY THESE PRESENTS: That the FLAVA FRUIT CORPORATION, a corporation under the laws of the State of Florida, owner of the above described property, has caused to be made this plat for the purpose of re-subdividing the same in the manner shown. All streets and avenues are hereby dedicated to the public for perpetual use as thoroughfares, reserving to itself, its successors and assigns and owners of the abutting property the reversion or reversions thereof whenever discontinued by law.

IN WITNESS WHEREOF, FLAVA FRUIT CORPORATION has caused this dedication to be signed by its President, attested by its Secretary and its corporate seal to be affixed this 1st day of September, A.D. 1935.

THE FLAVA FRUIT CORPORATION
by W. W. Arner
President
Attest R. Robert G. Sjostrom
Secretary

WITNESSES:
H. Isdor Gontzer
J. F. Charlton

ACKNOWLEDGMENT

STATE OF FLORIDA }
COUNTY OF DADE } ss.

Personally appeared before me, an officer empowered to administer oaths and take acknowledgments, W. W. ARNER and R. ROBERT G. SJOSTROM, respectively president and secretary of FLAVA FRUIT CORPORATION, to me well known to be the persons described in and who executed the foregoing dedication, and severally acknowledged the execution thereof to be their free act as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami, in the County of Dade, State of Florida, this 1st day of Sept., A.D. 1935.

J. F. Charlton
Notary Public, State of Florida.
My commission expires Dec. 12, 1935.

ENGINEER'S CERTIFICATE

STATE OF FLORIDA }
COUNTY OF BROWARD } ss.

We hereby certify that the foregoing amended plat of Hollydale is a true and correct representation of a subdivision of the above described lands recently made by us; that all dimensions, angles and bearings are correctly shown and that permanent reference monuments have been set at the locations indicated.

Dated at Fort Lauderdale, Florida, this 1st day of Sept., A.D. 1935.

CHARLTON & ASSOCIATES
by J. F. Charlton
Registered Engineer No. 665
Certificate dated June 4, 1925.
Registered Land Surveyor No. 47
State of Florida.

COUNTY ENGINEER'S CERTIFICATE

STATE OF FLORIDA }
COUNTY OF BROWARD } ss.

I, H.C. DAVIS, county engineer of the said county, do hereby certify that I have examined this amended plat of Hollydale, and in my capacity as such county engineer do hereby accept and approve the same for record.

Dated at Fort Lauderdale, Florida, this 26 day of September, A.D. 1935.

H. C. Davis
County Engineer
Registered Engineer No. 48
Registered Land Surveyor No. 48
State of Florida.

CIRCUIT COURT CLERK'S CERTIFICATE

STATE OF FLORIDA }
COUNTY OF BROWARD } ss.

I hereby certify that this plat complies with the provisions of "An act to Regulate the Making of Surveys and Filing for Record of Maps and Plats in the State of Florida", approved by the Governor June 11, 1925.

E. R. Bennett
Clerk of the Circuit Court, Broward County, Florida
by J. C. Slaton
Deputy Clerk.

CIRCUIT COURT CREATED BROWARD COUNTY FLORIDA

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE 825.00 JUN-4'79

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE 900.00 JUN-4'79

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE 900.00 JUN-4'79

Printed for Lawyers Title Guaranty

2625.00
962.50

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

79-168531

This instrument was prepared by:
EDWARD S. RESNICK, ESQUIRE
ABRAMS, ANTON, ROBBINS, RESNICK, SCHNEIDER AND MAGER, P.A.
2021 Tyler Street
HOLLYWOOD, FLORIDA 33020

This Indenture, Made this 30th day of May 1979, **Between**

CARL CLARK and DOROTHY STUCHEL CLARK, husband and wife

of the County of Broward, State of Florida, grantor*, and

DAVID ZELL, Trustee

whose post office address is 4105 North 49th Avenue, Hollywood

of the County of Broward, State of Florida 33021, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of $10.00 ----------
Ten and no/100 ----------
Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

SUR TAX 962.50

The West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, lying and being in Broward County, Florida;
and
The North 1/2 of the East 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 51 South, Range 42 East, lying and being in Broward County, Florida.

SUBJECT TO taxes for the year 1979 and subsequent years, and conditions, restrictions, limitations, and easements of record, if any, and ALSO SUBJECT TO a purchase money wraparound mortgage in favor of CARL CLARK and DOROTHY STUCHEL CLARK, husband and wife, in the sum of $695,000.00.
This conveyance shall not transfer any rights to or impose any obligations upon the grantee arising out of that certain agreement between the grantors and Howard P. Clark and Dorothy Clark, his wife, dated 10/1/62, and recorded 10/10/62 in O. R. Book 2473 at Page 797 of the Public Records of Broward County, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Thereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Evelyn Eisenberg

Carl Clark (Seal)
CARL CLARK

(Seal)

Dorothy Stuchel Clark (Seal)
DOROTHY STUCHEL CLARK, his wife

(Seal)

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

STATE OF Florida
COUNTY OF Broward

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared
CARL CLARK and DOROTHY STUCHEL CLARK, husband and wife,

to me known to be the person S described in and who executed the foregoing instrument and acknowledged before me that they executed the same.
WITNESS my hand and official seal in the County and State last aforesaid this 30th day of May, 1979.

Evelyn Eisenberg
Notary Public

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 14 1980
BONDED THRU GENERAL INS. UNDERWRITERS

Record and return to: Abrams, Anton, Robbins, Resnick, Schneider and Mager, P.A.
P. O. Box 150
Hollywood, Florida 33022

ESR:ele R-5535

REC. 8248 PAGE 605

TOWN OF PEMBROKE PARK
MEMORANDUM NO. 2023-013

TO: Mayor Ashira Mohammed
Members of the Town Commission

CC: Aleem Ghany, Acting Town Manager
Michael Vonder-Meulen, Planning Consultant
Marlen D. Martell, Town Clerk

FROM: Jacob G. Horowitz, Interim Town Attorney *JGH*
Sean M. Swartz, Assistant Interim Town Attorney *SMS*

DATE: October 17, 2023

RE: Town of Pembroke Park ("Town") / Bamboo Paradise Mobile Home Park Ownership Matters

---

At the September 27, 2023 workshop of the Town Commission, the commission directed the Interim Town Attorney's Office to examine the Town's rights and potential ownership interest, if any, related to certain portions of the Bamboo Paradise Mobile Home Park ("Bamboo Paradise"). The intent of this memorandum is to preliminarily examine the ownership interests of certain real property within Bamboo Paradise and, more specifically, the Town's legal ability to make improvements or alterations to the recreation center and shuffleboard court "straddling" the parcels of SW 31st Place and the Bamboo Paradise community. As directed by the commission, our office has obtained a Title Search Report ("TSR") on the Bamboo Paradise community, a copy of which is enclosed herein for your review.

I. TITLE SEARCH REPORT

As part of our review of the TSR, the Interim Town Attorney's Office has examined the following documents:

1. Quit Claim Deed from David Zell aka David E. Zell, Individual to David E. Zell, as Trustee of the Trust Agreement dated the 21st day of November, 1984, recorded March 16, 2017 in Instrument Number 114264912, Public Records of Broward County, Florida.

2. Developer's Agreement recorded in O.R. Book 12213, page 606, of the Public Records of Broward County, Florida.

3. Cable Television Agreement recorded in O.R. Book 15678, page 795, of the Public Records of Broward County, Florida.

4. Agreement recorded in O.R. Book 31250, page 1854 and O.R. Book 33389, page 1939, of the Public Records of Broward County, Florida.

5. Bill of Sale recorded in O.R. Book 19775, page 449 and O.R. Book 33389, page 1937, of the Public Records of Broward County, Florida.

6. Easement Deed recorded in O.R. Book 33389, page 1948 and O.R. Book 31250, page 1861, of the Public Records of Broward County, Florida.

7. Erosion Control Easement recorded in Instrument Number 112730040, of the Public Records of Broward County, Florida. (area of concern is referenced as Rec Center).

8. Lease Agreement with Town of Pembroke Park recorded in O.R. Book 19305, page 6, of the Public Records of Broward County, Florida.

9. Plat from Flava Fruit Corporation to Dedicated to the Public (Reserving to itself, its successors and assigns and owners of the abutting property the reversion or reversions thereof whenever discontinued by law), recorded September 15, 1935 in Plat Book 16, Page 49, Public Records of Broward County, Florida.

10. All matters contained on the Plat of Hollydale, as recorded in Plat Book 6, Page 37, Public Records of Broward County, Florida.

11. Agreement recorded in O.R. Book 31237, page 429, of the Public Records of Broward County, Florida.

12. Easement Deed recorded in O.R. Book 31237, page 439, of the Public Records of Broward County, Florida.

13. Erosion Control Easement recorded in Instrument Number 112968532, of the Public Records of Broward County, Florida.

Based on our review of the aforementioned preliminary title evidence and pursuant to Amended Hollydale Plat, recorded at Plat Book 16 Page 49, it appears that the right-of-way now known as SW 31st Place was **dedicated to the public**, which now affords the rights of **ownership to the Town**. Certain portions of the recreation center and shuffleboard court exist within the boundaries of the dedicated right-of-way defined as SW 31st Place. However, other portions of the recreation center and shuffleboard court exist within the Bamboo Paradise community, and are **owned by David E. Zell**, as Trustee of the Trust Agreement dated November 21, 1984 ("Mobile Home Park Owner"), which is located between the right-of-way and adjacent lake.

II. **Lease Agreement**

Pursuant to a Lease Agreement recorded on March 26, 1992 at Official Record Book 19305 at Page 6 of the public records of Broward County, Florida ("Lease Agreement") (enclosed herein), the City is the long-term tenant in a ninety-nine (99) year lease with the Mobile Home Park Owner for certain property located between the City's dedicated right-of-way and the adjacent lake on the mobile home park site ("Leased Property"). In other words, the City is the owner of a portion of the underlying property on which the recreation center and shuffleboard court exist and the tenant of the remainder of the property.

Section 7 of the Lease Agreement expressly recognizes and acknowledges the shuffleboard court and a "rec hall" on the Leased Property. The Town, in accordance with this section, at its sole cost and expense "has the right to remove or remodel any existing improvements on the subject property without any obligation to replace same."

While the Leased Property is vaguely described as that portion of property between the East property line of Prairie Avenue (now SW 31st Place) and the West shoreline of the lake to the East of Prairie Avenue, in our opinion a **professional survey is necessary** to accurately determine the exact location of the North and South boundaries of the legally described Leased Property. Further, a copy of the original sketch/survey described in the Lease Agreement is needed. It is recommended the Town **ascertain the exact location** of the North and South boundaries of the Leased Property **prior** to commencing any additional construction, development or improvement activities on this site.

Further, pursuant to the Lease Agreement, the Town has the right to remove, remodel, and/or construct facilities on the Leased Property, and has the duty to maintain the ground cover, trees, shrubbery, etc. It is important to note that under the Lease Agreement, the Mobile Home Park Owner retains the right of ingress and egress over the Leased Property for the purpose of cleaning and maintaining the lake, and retains the right to maintain, replace, and repair that certain water storage tank located on the Leased Property. Thus, any improvements or construction pursued by the Town on the Leased Property should do so without affecting the retained rights of the Mobile Home Park Owner. Otherwise, the City has the right to utilize the Leased Property for any legitimate municipal and public purposes.

Please contact our office if there is any additional information that we can provide.

JGH:SMS
Enclosures

92125600

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into in duplicate on the days and dates hereinafter set forth, by and between DAVID E. ZELL, individually and as Trustee, of 4105 North 49th Avenue, Hollywood, Florida, 33021, telephone number: (305) 983-5925, as Lessor, (hereinafter called ZELL), and the TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida, of 3150 S. W. 52nd Avenue, Pembroke Park, Florida, 33023, telephone number: (305) 966-4600, as Lessee, (hereinafter called TOWN).

'92 MAR 26 AM 11 42

W I T N E S S E T H:

WHEREAS, ZELL is the owner of the following described property, to-wit:

> A parcel of property within Section 20, Township 51 South, Range 42 East, being more particularly described as follows:
>
> Commencing at the Southeast corner of Block 3 of the "AMENDED PLAT OF HOLLYDALE" according to the Plat thereof, as recorded in Plat Book 16, Page 49 of the Public Records of Broward County, Florida; Thence Easterly along the East extension of the South line of said Block 3 a distance of 25.00 feet to a point of intersection with the East right-of-way line of Prairie Avenue; Thence Northerly and parallel with the East line of said Block 3 and along the East right-of-way of said Prairie Avenue on an assumed bearing of North a distance of 114.50 feet to the Point of Beginning; Thence North 88°04'42" East, 3.57 feet; Thence North 05°02'53" East, 55.23 feet; Thence North 02°34'31" East, 76.56 feet; Thence North 01°57'13" East, 89.46 feet; Thence North 88°25'58" West, 14.92 feet to a Point on the East right-of-way of said Prairie Avenue; Thence South along said right-of-way, 221.43 feet to the Point of Beginning.
>
> Said lands containing 2306.4 square feet or 0.0529 acres.
>
> (Subject property shown by survey from Boggs-Hutchinson & Associates, Inc. dated July 9, 1991, and revised February 20, 1992, and identified as Drw. 2 #1540)

RETURN TO: TIMOTHY M. RYAN
700 East Dania Beach Blvd.
Dania, Florida 33004

BK 19305 PG 0006

and,

WHEREAS, TOWN desires to lease from ZELL the above-described property for a term of ninety-nine (99) years in order to utilize said property for municipal purposes; and

33.00
4.50

WHEREAS, ZELL desires to lease said property to the TOWN for said term of ninety-nine (99) years pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing and the further consideration of the mutual covenants herein contained to be performed by each party, the parties hereto do covenant and agree as follows:

1. That the TOWN does hereby lease from ZELL and ZELL does hereby lease unto the TOWN the following described property, to-wit:

> A parcel of property within Section 20, Township 51 South, Range 42 East, being more particularly described as follows:
>
> Commencing at the Southeast corner of Block 3 of the "AMENDED PLAT OF HOLLYDALE" according to the Plat thereof, as recorded in Plat Book 16, Page 49 of the Public Records of Broward County, Florida; Thence Easterly along the East extension of the South line of said Block 3 a distance of 25.00 feet to a point of intersection with the East right-of-way line of Prairie Avenue; Thence Northerly and parallel with the East line of said Block 3 and along the East right-of-way of said Prairie Avenue on an assumed bearing of North a distance of 114.50 feet to the Point of Beginning; Thence North 88°04'42" East, 3.57 feet; Thence North 05°02'53" East, 55.23 feet; Thence North 02°34'31" East, 76.56 feet; Thence North 01°57'13" East, 89.46 feet; Thence North 88°25'58" West, 14.92 feet to a Point on the East right-of-way of said Prairie Avenue; Thence South along said right-of-way, 221.43 feet to the Point of Beginning.
>
> Said lands containing 2306.4 square feet or 0.0529 acres.
>
> (Subject property shown by survey from Boggs-Hutchinson & Associates, Inc. dated July 9, 1991, and revised February 20, 1992, and identified as Drw. 2 #1540)

for a term of ninety-nine (99) years beginning March 1, 1992 and ending February 28, 2091.

2. The parties agree that the TOWN, its agents, employees, guests and invitees, shall have access and right of use for the Lease term for that certain parcel of property lying between the East boundary of the above parcel and the West shoreline of the lake to the east of the parcel described in Paragraph 1. It is the

BK 19305 PG 0007

intention of the parties hereto that the TOWN, its agents, employees, guests and invitees, have access and the right of use for the entire parcel between the East right-of-way line of Prairie Avenue and the West shoreline of the lake to the East of Prairie Avenue within the northern and southern perimeter described herein for the Lease term.

3. That the total rent to be paid by the TOWN to ZELL for the leasing of the above-described property for the full ninety-nine (99) years shall be the sum of TEN AND NO/100TH ($10.00) DOLLARS which shall be paid by TOWN to ZELL upon the execution of this Lease Agreement, the receipt of which is hereby acknowledged by ZELL as complete and full payment of all rent due for the term of the Lease specified herein.

4. This lease agreement is subject to the following rights which are reserved by Zell with the consent of the Town:

a. The right of ingress and egress across the southern portion of the demised property to the lake which the demised property abuts for the purpose of cleaning and maintaining the lake and the shoreline of the lake.

b. The right to maintain, replace, and repair the water storage tank presently located on the demised property in its present location for use in the irrigation of the mobile home park belonging to Zell as well as the pipes, pumps, electrical equipment and conduits servicing said tank.

5. In consideration of the Towns leasing said property, Zell agrees as follows:

a. To provide potable water so long as a source for potable water is available at the site of the demised property or within the mobile home park east of and adjacent to the demised property or the successor occupants or users of said property to

BK 1,9305PG0008

all facilities existing on said property or which may be constructed by Town on said property and the lands adjacent thereto for ten (10) years beginning on the first day of this lease without cost or charge to the Town in such amounts as may be necessary to meet the needs of said facilities. This section shall not be construed to require ZELL to construct infrastructure for delivery of the potable water. Upon the expiration of the ten year period of free water supply as aforesaid, and in the event the Town elects to continue to utilize Zell's facility as a source of water supply, the Town agrees to pay Zell and Zell agrees to accept from the Town for said water supply the exact cost to Zell for furnishing said water supply to the Town.

b. To permit the Town to withdraw water from the lake in such quantities as the Town may deem proper to maintain the park and recreational facilities between Carolina Street and Georgia Street in and adjacent to the right-of-way of Prairie Avenue. Zell shall have no obligation to install or provide any pipes or mains to enable the Town to withdraw water from the lake in that it shall be the obligation of the Town if and when it desires to withdraw water from the lake to provide and pay for all facilities required for that purpose. The water so withdrawn shall be used for maintaining the linear park, now known as HOWARD P. CLARK, SR. PARK, and fire prevention and control. Zell shall have no obligation by virtue of this Agreement to maintain the water level in the lake at any particular height.

c. To permit the Town to maintain the current tie-in with the wastewater and sanitary sewage collection

BK 19305PG0009

system of Bamboo Lakes Mobile Home Park for ten (10) years beginning on the first day of this lease and to accept the flow from the demised premises and all facilities constructed thereon and the lands adjacent thereto without charge to the Town, so long as a source is available for discharge of the flow generated thru the wastewater and sanitary sewage collection system of Bamboo Lakes Mobile Home Park by its occupants and the successor occupants or users of said property. Upon the expiration of the ten year period of free wastewater and sanitary sewage disposal as aforesaid, and in the event the Town elects to continue to utilize Zell's facility as a source of wastewater and sanitary sewage disposal, the Town agrees to pay Zell and Zell agrees to accept from the Town for said wastewater and sanitary sewage disposal the exact cost to Zell for furnishing said wastewater and sanitary sewage disposal to the Town.

6. The Town agrees to maintain the demised property including all shrubbery, trees and ground cover located thereon and the shoreline of the lake within the demised property.

7. The parties hereto recognize and acknowledge that there are presently two improvements on said property to wit: a shuffleboard court and a rec hall. The Town, by the acceptance of this lease, has the right to remove or remodel any existing improvements on the subject property without any obligation to replace same. All costs incurred in the removal or remodeling of the existing improvements on the demised property shall be the responsibility of the Town.

8. The Town acknowledges that any facilities constructed or built on the demised property will be open to use by all residents of the Town.

9. Zell shall continue to have the responsibility and

BK 19305 PG 0010

obligation to pay all taxes and assessments against the demised property.

10. The Town shall pay all charges for electrical service and garbage and trash pickup for the demised premises.

11. This Agreement does not grant or authorize the use by the general public of any part of the Zell property not leased hereunder, including but not limited to private roads within the mobile home park or any part of the lake.

12. The mobile home located at 3113 S.W. 23rd Street, which is directly north of the demised property and encroaches within the Prairie Avenue right-of-way as shown on the survey prepared for Zell by Boggs-Hutchinson & Associates, Inc. dated July 9, 1991, and revised February 20, 1992, and identified as Drw. 2 #1540, shall be permitted to remain, provided however, any mobile home or appurtenances attached thereto or structure which replaces this mobile home will not be permitted within any portion of the right-of-way of Prairie Avenue (S.W. 31st Place) provided, however, the Town agrees to reduce the setback requirements with respect to Prairie Avenue for any subsequent mobile home at said location. The fence and metal shed which also encroach within the Prairie Avenue right-of-way as shown on said survey shall be permitted to remain only so long as Agnes Hogleman actually owns and occupies the adjacent mobile home and upon the occurrence of either her death, the sale of said mobile home or her moving from said mobile home for any reason, said encroachments may be forth-with removed by the Town and all setback requirements of the Town shall thereafter be met.

13. The Town agrees to include the subject property within its comprehensive liability policy and to furnish Zell a copy of said policy or a certificate evidencing said insurance.

14. Zell does hereby fully warrant the title to the demised premises and will defend the same against the claims of all persons whomsoever.

BK 19305 PG 0011

15. The parties hereto acknowledge that this agreement contains the entire agreement between the parties and that neither party has made any representations to the other beyond those set forth herein.

16. This Agreement can only be amended by an agreement in writing signed by the parties hereto or their successors or assigns.

17. This Agreement shall be executed in two (2) counterparts, each of which shall have the same force and effect as if it were an original.

18. All terms and conditions of this Lease Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors or assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the days and years hereinafter set forth.

Signed, sealed and delivered in the presence of:

Robert A. Levy

Richard F. Manegold
As to Lessor
Richard F. Manegold

Executed by Lessor this 28 day of February, A. D., 1992.

DAVID E. ZELL, individually and as Trustee

"LESSOR"

Signed, sealed and delivered in the presence of:

Robert A. Levy

Arthur Hatton
As to Lessee
Arthur Hatton

Executed by Lessee this 28 day of February, A. D., 1992.

TOWN OF PEMBROKE PARK, a municipal corporation

BY: Raymond P. Oglesby
RAYMOND P. OGLESBY, Mayor

ATTEST:

THERESA CIUMMO,
Clerk-Commissioner

"LESSEE"

BK 19305PG0012

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared DAVID E. ZELL, individually and as Trustee, to me known to be the person described in and who executed the foregoing agreement and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of February, A.D., 1992.

NOTARY PUBLIC

My Commission Expires: 11-16-94

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Nov. 16 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I HEREBY CERTIFY THAT on this day before me, an officer duly authorized to take acknowledgements, personally appeared RAYMOND P. OGLESBY as Mayor and THERESA CIUMMO as Clerk-Commissioner of the TOWN OF PEMBROKE PARK, to me known to be the persons described in and who executed the foregoing Agreement, and they acknowledged before me that they executed the same freely and voluntarily on behalf of the TOWN OF PEMBROKE PARK.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of February, 1992.

NOTARY PUBLIC

My Commission Expires: 11-16-94

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Nov. 16 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY FLORIDA
COUNTY ADMINISTRATOR

BK 19305 PG 0013

This instrument was prepared by
TIMOTHY M. RYAN
700 East Dania Beach Blvd.
Dania, Florida 33004

HSQ GROUP, LLC
Engineers • Planners • Surveyors
1001 Yamato Road, Suite 105 • Boca Raton, Florida 33431 • Phone (561) 392-0221 hsqgroupinc.com

Town of Pembroke Park

SURVEY SERVICES
Topographic Survey shall meet and be certified to the applicable portions of the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J-17.050-.052, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

SURVEY LIMITS
S.W. 31st Place from S.W. 23rd Street to S.W. 24th Street.
S.W. 24th Street from S.W. 31st Place to S. Park Road.
See Exhibits "A" Location Map and limits of Project.

SURVEY SCOPE

(1) Collect horizontal control data using the global positioning system from published monumentation, and establish control points along the work area tied to Florida East Zone State Plane Coordinates (NAD 83, 1990 adjustment.

(2) Specific Purpose Survey to include visible above ground improvements (buildings, structures, asphalt, sidewalks, visible above ground utilities, manholes, catch basins, hydrants, utility poles etc.) within the linear Park area.

(3) Locate and mark in the field Right-of-Way Limits along S.W. 31st Place from S.W. 23rd Street to S.W. 24th Street.

(4) Locate and mark in the field Right-of-Way Limits along S.W. 24th Street from S.W. 31st Place to S. Park Road.

(5) Review instruments from Title Search provide by client.

(6) Plot/show all incumbrances affecting the Subject Property.

SURVEY DELIVERABLES

1- Digital signed and sealed Specific Purpose Survey.
2- CAD File DGN format.

SURVEY FEE: $15,793
If you have any questions concerning this proposal, please feel free to call our office. Thank you for the opportunity and we look forward to working with you on this project.

EXHIBIT "A": LOCATION MAP AND LIMITS

HSQ GROUP, LLC
Engineers • Planners • Surveyors

Town of Pembroke Park
Summary Surveying Fee Proposal

Basic Survey services

Description	Two-Man Crew		Senior Surveyor and Mapper		Surveyor and Mapper		Cadd Technician		Total HRS	Total COST
	STAFF HRS	HR. RATE	STAFF	HR.	STAFF	HR.	STAFF	HR.		
Basic Survey services	38.00	$ 50.00	25.00	$ 54.00	6.00	$ 50.00	58.00	$ 34.00	127.00	$ 5,522.00

BASIC SERVICES

Type of services	Cost by activity	Multiplier	Total
Basic Survey services	$ 5,522.00	2.86	$15,792.92
Total surveying basic services			$15,793

11/8/2023

AGENDA ITEM REPORT

To:

Subject: Proposed Management Package

Meeting: 05 24 2023 DRAFT AGENDA WORKSHOP COMMISSION MEETING - May 24 2023

Department: Administrative

Staff Contact:

FINANCIAL IMPACT:

$15,000 Annually

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

memo management package
2023 New Employee Benefit Summary

	Status:
Roy Brown, Finance & Budget Director	Approved - May 18 2023
Jacobs Horowitz, Interim Town Attorney	Approved - May 18 2023
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None

Date: May 24, 2023

To: Mayor and Town Commissioners

Via: Juan Carlos (JC) Jimenez, Town Manager

From: Babette Friedman, Human Resources Director

RE: Proposed Management Package

At this time, we are proposing adding a management package for Directors to assist in retention efforts and future recruitments.

The current state of the job market is an employee's market, and the competition is aggressive. The goal is to be competitive with other municipalities who offer similar benefits to Executive Staff as we all compete for the same pool of applicants. Attached is the proposed package. The Car allowance will not go into effect until October 1, 2023.

We are requesting your approval to adopt this management package.

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

New Employee Benefit Summary

The benefits described in this summary are subject to change.

Executive Staff

Vacation Leave

Vacation leave is based on the employee's work week, and is calculated in the following manner:

Service	Vacation Leave
0 to 48 months	6.1539 hours per pay period = 160 hours per year
48 months to 120 months	6.9240 hours per pay period = 180 hours per year
120 months or more	7.6924 hours per pay period = 200 hours per year

Vacation leave can be used after successful completion of three (3) months of employment. Only two (2) weeks can be used consecutively. Employees with accrued vacation leave in excess of eighty (80) hours and who have utilized at least eight (80) hours of leave time during the fiscal year, may be allowed to make an election during one month of the year (to be determined by the Town Manager or designee) to sell the excess vacation leave time back to the Town, subject to available funds, at the discretion of the Town Manager or designee.

Telecommuting

Telecommuting allows Department Heads to work at home, on the road or in a satellite location for a part of their workweek. The Town considers telecommuting to be a viable, flexible work benefit when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a Town-wide benefit, and it in no way changes the terms and conditions of employment with the Town.

The telecommuting benefit may only be utilized by Department Directors for a maximum five (5) days per month. The days cannot be used consecutively. Any exceptions must be pre-approved by the Town Manager.

Car Allowance

Employees holding the position of Assistant Town Manager, Director, and Assistant Director shall be provided a $250 a month car allowance for use of privately owned automobiles on official business. The only Department Heads who may receive a take-home vehicles in lieu of a car allowance are the Public Services Director, Assistant Public Services Director, Police Chief, or Police Command Staff.

Severance

Six (6) weeks of base pay; payable for termination of employment after completion of three-month period.

Employee Handbook

December 2021

Prepared By: LagomHR Inc.

TABLE OF CONTENTS

INTRODUCTION **1**
Purpose 1
Scope 1
Severability 1
Distribution and Revisions 1
Disclaimer 2
General Employment Policies **3**
Equal Employment Opportunity (EEO) 3
Title VII of the Civil Rights Act of 1964 3
The Pregnancy Discrimination Act 3
The Equal Pay Act of 1963 (EPA) 3
The Age Discrimination in Employment Act of 1967 (ADEA) 3
Title I of the Americans with Disabilities Act of 1990 (ADA) 4
Sections 102 and 103 of the Civil Rights Act of 1991 4
The Genetic Information Nondiscrimination Act of 2008 (GINA) 4
Requesting a Reasonable Accommodation 4
Harassment and Discrimination 4
Bullying 5
Sexual Harassment 7
Drugs and Alcohol Policy 8
Fair Labor Standards Act (FLSA) 9
Veterans' Preference 9
Medical Examinations 9
Workplace Violence 9
Safety and Right to Know 10
TERMS OF EMPLOYMENT **10**
Personnel Files 10
Hiring of New Employees 11
Hiring of Former Employees 11
Nepotism/Employment of Relatives 11
Personal Relationship amongst Employees 11
Employment Status 12
Probationary Employee 12
Full-time employees 12
Part-time employees 13
Seasonal or temporary employees 13
Exempt or Non-Exempt 13
Changes in Employment Status 13
Transfers 13
Promotions: 13
Demotions: 13
Temporary Re-Assignments: 13
Work Hours 13

Time Clocks 14
Unexcused Absences 14
Tardiness 14
On Call, Stand by Status & Call in/Call Back 15
Meal Breaks and Rest Periods 15
Breaks for Nursing Mothers 15
Work Cancellation/Adverse Weather Conditions 16
Town-Sponsored Events 16
Emergency Management 16
Responsibility 16
Procedures 17
Town of Pembroke Park Alerts Emergency Registration System 17
Employee Responsibilities 17
Management Responsibilities 18
EMPLOYEE DISASTER WORK CLASSIFICATION TIERS 18
Emergency Response & Recovery Employee (ERR - Tier I): 18
Emergency Operations Center Support Employee (EOC - Tier 2) 19
Department Emergency Essential (DEE-Tier 3) 19
Essential Ready Reserve (RR-Tier 4) 20
EMERGENCY MANAGEMENT COMPENSATION 20
Documentation 22
Eventualities Not Covered 22
CLASSIFICATION AND COMPENSATION 22
Classification Plan 22
Wages 23
Pay Periods and Direct Deposit 25
Travel Reimbursement and Advances 25
Professional & Service Memberships 26
Educational Assistance and Training Policy 26
Grading/Reimbursement Scale 26
Conference and Seminar Policy 27
Benefits 27
Continuation of Benefits (Cobra) 27
Short Term Disability Benefit 27
Unemployment Compensation 27
Workers Compensation Policy: 28
Social Security 28
Paid and Unpaid Leave 29
Holidays 29
Vacation/Annual Leave 30
Sick Leave 31
Jury Duty 33
Bereavement/Funeral Leave 33
Family and Medical Leave 33
Military Leave 35

Domestic and Sexual Violence Leave of Absence 36
Definitions 37
Unpaid leave/Leave Without Pay- 37
Leave Donation Policy 38
SEPARATION FROM EMPLOYMENT 38
Voluntary Termination 38
Discharge/Involuntary Termination 39
Layoff and Recall 39
Impact on Benefits 39
Exit Interview 39
Return of Property 39
Disciplinary Action 40
Performance Improvement Plan (PIP) 40
Causes for Demotion, Suspension or Dismissal 41
EMPLOYEE ARREST OF CHARGE 42
Policy 42
Procedure 42
EMPLOYEE PROCEDURAL RIGHTS 43
Involuntary Termination and Procedural Rights 43
Right of appeal 44
Grievance Procedures 44
WORK RULES AND CODE OF CONDUCT 46
Code of Ethics 46
Florida Code of ethics for Public Officers and Employees 46
Pembroke Park Employee Code of Ethics 46
Freedom of Information Act and Public Records Act 49
Public Records 49
Personal Conduct 50
Outside Employment Guidelines 50
Political Activity and Voting Time 51
Political Activity and General Solicitation 52
Customer Service 52
Public Statement/Press Calls 53
The Workplace and Town Resources 53
Appearance 53
Use of Town Resources 53
Employee Identification 54
Key Dispersal 54
Uniforms and Safety Attire 55
Personal Articles in the Workplace & Search of Property 55
Personal Workspace & Displays 55
Smoke-Free Workplace 55
Care of Equipment 55
Vehicle Usage 56
Take Home Vehicles 56

Credit Cards 57
SAFETY 57
General Safety Rules: 57
Building Security 58
Acceptable Use Policy 58
Enforcement 58
Ethical and Appropriate Use 59
User Monitoring and Privacy 59
Passwords and User IDs 59
User Accountability 60
Data Confidentiality and Security 61
Unauthorized Access 61
Denial of Service 62
Malicious Code 62
Tips for evaluating credibility include: 62
Personal (User Owned/Leased) and Contractor Devices 63
Mobile Devices - Smartphones, Tablets, Personal Digital Assistants, and Jump Drives 63
Messaging (Email, text, SMS, Instant Message) 64
Internet Usage 65
Social Media, Social Networking, and Blogging 66
Personal Use 66
Remote Access 67
Software 68
Physical Security and Unattended Equipment/Information 68
Security Incidents 68
DEFINITION OF TERMS 69
ACKNOWLEDGMENT AND RECEIPT 72

INTRODUCTION

PURPOSE

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the Town of Pembroke Park. Nothing in this manual shall be construed as contract terms for any Town employees.

These policies are not intended to be all-inclusive or to cover every situation that may arise. The Handbook contains general information and guidelines. These policies may be amended with or without notice at any time at the sole discretion of the Town and supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the Town Commission.

If you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to Human Resources or your Department Head.

SCOPE

These policies and procedures apply to all the Town's employees unless specifically addressed in a formal employment contract or insurance plan document. Where such documents specifically differ from these policies, then the applicable provision(s) of the subject agreement shall supersede these policies.

These policies are designed to work in combination with individual departmental policies and procedures; however, these policies shall prevail should they come into conflict with departmental policies or procedures.

No person, other than the Mayor and Town Commission or the Town Manager as authorized by the Town Commission, has the authority to enter into any agreement for employment with an employee for any specified period of time, or to make any agreement contrary to the provisions of this manual.

These policies govern regardless of past practices or former policies. This manual supersedes any previous verbal or written policies, statements, understandings, or agreements concerning terms and conditions of employment, except in cases of formal employment contracts or other legally binding agreements.

SEVERABILITY

If one or more provisions of this manual are superseded by or become in conflict with a formal employment contract, insurance plan documents, state or federal laws, or if they are determined by a court of competent jurisdiction to be inappropriate and voided, then the balance of the manual shall remain in effect.

DISTRIBUTION AND REVISIONS

A copy of this manual shall be provided to each employee, who shall be required to sign a standard form certifying his/her receipt and review of the manual.

Revisions or updates to the manual shall be provided to all employees in either paper form, by email, or by other electronic communication such as posting on the intranet. Employees are expected to review all

changes and updates and remain abreast of all current personnel policies. Periodically employees may be required to provide an updated sign-off that they have received and reviewed the manual and changes in policy.

DISCLAIMER

All employees of the Town are employed at will and may quit or be terminated at any time and for any or no reason. Nothing in any of the Town's rules, policies, handbooks, procedures or other documents relating to employment creates any express or implied contract or employment.

This handbook replaces any previously issued policies, practices and understandings, written or oral, governing employment. Nothing contrary to or inconsistent with the limitations in this paragraph creates any contract of employment unless:

1) The terms are in writing.

2) The document is labeled "contract'.

3) The document states the terms of employment; and

4) The document is signed by the Mayor and approved by a vote of the Town Commission.

GENERAL EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The Town of Pembroke Park is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training.

The Town shall not discriminate against any employee or job applicant and prohibits discrimination against any person on the basis of race, color, sex, sexual orientation, sexual gender identity, age, religion, national origin, marital or veteran status, height, weight, disability, political affiliation, or other protected classes.

The Town hires those individuals authorized to work in the United States.

The Town adheres to the following federal laws which prohibit workplace discrimination and are enforced by the U.S. Equal Employment Opportunity Commission (EEOC).

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

This law makes it illegal to discriminate against someone based on race, color, religion, national origin, or sex. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate applicants and employees, unless doing so would impose an undue hardship on the operation of the employer's business.

THE PREGNANCY DISCRIMINATION ACT

This law amended Title VII to make it illegal to discriminate against a woman because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

THE EQUAL PAY ACT OF 1963 (EPA)

This law makes it illegal to pay different wages to men and women if they perform equal work in the same workplace. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967 (ADEA)

This law protects people who are 40 or older from discrimination because of age. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

TITLE I OF THE AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

This law makes it illegal to discriminate against a qualified person with a disability in the private sector and in state and local governments. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

SECTIONS 102 AND 103 OF THE CIVIL RIGHTS ACT OF 1991

Among other things, this law amends Title VII and the ADA to permit jury trials and compensatory and punitive damage awards in intentional discrimination cases.

THE GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 (GINA)

This law makes it illegal to discriminate against employees or applicants because of genetic information. Genetic information includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder or condition of an individual's family members (i.e. an individual's family medical history). The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

REQUESTING A REASONABLE ACCOMMODATION

Employees should notify their manager or the Human Resources department when a reasonable accommodation is needed. Where necessary and feasible, reasonable accommodations will be made for qualified employees to perform the essential functions of the job in question if the accommodation does not cause the Town undue hardship.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which cannot be eliminated by reasonable accommodation, will not be considered for employment. The Town will attempt to keep all employees so long as they do not cause undue hardship to the Town or its employees. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until a solution has been identified by management.

HARASSMENT AND DISCRIMINATION

Harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, (ADEA), and the Americans with Disabilities Act of 1990, (ADA).

1. Harassment is unwelcome conduct that is based on race, color, religion, sex-gender (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where:

A) Enduring the offensive conduct becomes a condition of continued employment, or

B) The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

2. Sexual Harassment is unwelcome conduct of a sexual nature that is persistent or offensive and interferes with an employee's job performance or creates an intimidating, hostile or offensive work environment.

Anti-discrimination laws also prohibit harassment against individuals in retaliation for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or lawsuit under these laws; or opposing employment practices that they reasonably believe discriminate against individuals, in violation of these laws.

Petty slights, annoyances, and isolated incidents (unless extremely serious) shall not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, isolation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Harassment can occur in a variety of circumstances, including, but not limited to, the following:

1. The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.
2. The victim does not have to be the person harassed but can be anyone affected by the offensive conduct.
3. Unlawful harassment may occur without economic injury to, or discharge of, the victim.

Prevention is the best tool to eliminate harassment in the workplace. Managers are encouraged to take appropriate steps to prevent and correct unlawful harassment. They should clearly communicate to employees that unwelcome harassing conduct shall not be tolerated. They can do this by adhering to the complaint or grievance process and taking immediate and appropriate action when an employee complains. Managers should strive to create an environment in which employees feel free to raise concerns and are confident that those concerns shall be addressed.

Employees are encouraged to inform the harasser directly that the conduct is unwelcome and must stop. Employees should also report harassment to management at an early stage to prevent its escalation.

BULLYING

The Town will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Bullying is defined as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating, or intimidating behaviors.
- Work interference/sabotage that prevents work from being done.
- Verbal abuse.

Such behaviors violate the Town's Code of Ethics and Code of Conduct, as all employees will be treated equally with dignity and respect.

The Town considers the following types of behavior examples of bullying:

- Verbal bullying: slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying: pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault, damage to a person's work area or property.
- Gesture bullying: nonverbal gestures that can convey threatening messages.
- Exclusion: socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself of herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Assigning menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Individuals who feel they have experienced bullying should report this to their supervisor or to

Human Resources before the conduct becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow the Town to take appropriate action.

SEXUAL HARASSMENT

The Town prohibits sexual harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee. The Town prohibits sexual harassment from occurring in and out of the workplace when representing the Town. Sexual harassment of non-employees by Town employees is also prohibited. The purpose of this policy is not to regulate personal morality or to encroach upon one's personal life, but to demonstrate a strong commitment to maintaining a workplace free of sexual harassment.

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Regarding unwelcome sexual advances toward non-employees, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

1. Submission to such conduct is made either explicitly or implicitly in exchange for a benefit.
2. Submission to or rejection of such conduct by an individual is used as the basis for a decision affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's activities or creating an intimidating, hostile or offensive environment.

Sexual harassment may include unwanted sexual advances; offering employment benefits in exchange for sexual favors; visual conduct (leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters); verbal sexual advances, propositions or requests; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, caricatures or representations of persons using electronically or physically altered photos, drawings, or images; notes or invitations; and/or, physical conduct (touching, assault, impeding or blocking movements).

If an employee is witness to or believes that the employee has experienced sexual harassment, they must immediately notify their supervisor or the Human Resources department.

Harassment of Town employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to their supervisor or the Human Resources department. Appropriate action shall be taken against any

non-employee.

Notification by employee to appropriate personnel of any harassment problem is essential to the success of this policy and the Town generally. The Town cannot resolve a harassment problem unless it is reported. Therefore, it is the responsibility of all employees to bring those kinds of problems to the attention of management so that steps are necessary to correct them.

Violation of this sexual harassment policy shall subject employees to disciplinary action, up to and including immediate discharge.

DRUGS AND ALCOHOL POLICY

The Town recognizes that the possession or use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. All job applicants shall be subject to pre-employment drug testing as a prerequisite to employment with the Town. It is the obligation of the job applicant to notify the approved testing facility of any legal drug prescribed for the job applicant by a physician. Any employee who is observed by a supervisor or department head to be intoxicated or under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The supervisor or Department Head shall immediately report any reasonable suspicions to the Human Resources department.

An employee shall be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that that employee is impaired due to current intoxication, drug or controlled substance use, or in cases where employment has been conditioned upon remaining alcohol, drug, or controlled dangerous substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination. Supervisors or Department heads that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

The manufacturing, distribution, dispensation, possession, and use of alcohol or unlawful drugs on Town premises or during work hours by employees is strictly prohibited.

Employees must notify their supervisor within five (5) business days of conviction for a drug or alcohol related violation, regardless if the violation occurred in the workplace.

Employees who are required to maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the federal government.

Employees using prescription drugs that may affect job performance or safety must notify their supervisor and Human Resources, who are required to maintain the confidentiality of any information regarding an employee's medical condition in accordance with the Health Insurance Portability and Protection Act. A program to assist employees who may have a drug/alcohol problem is provided through the Town's Employee Assistance Program.

No prescription drug or Medical Marijuana should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over the counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs or utilizing Medical Marijuana that are not prescribed in their name on Town property or while performing Town business. Soliciting or distributing prescription drugs or Medical Marijuana for or to other employees is

also strictly prohibited.

FAIR LABOR STANDARDS ACT (FLSA)

The Fair Labor Standards Act, Title 29 U.S.C. (Sections 201-219) is the federal law requiring that covered employees be paid at least the federal minimum wage and overtime pay (at time and one-half of the employee's regular rate of pay) for all hours worked over 40 hours in a workweek.

The Town Personnel Manual refers to employees covered by FLSA as "non-exempt" and to those not covered by the FLSA minimum wage and overtime provisions as "exempt".

VETERANS' PREFERENCE

Title 5 USC, Section 2108 and Chapter 295, F.S., set forth the requirements for public employers to provide preferences in employment, retention, and promotion to eligible veterans, spouses of veterans, and other veterans' preference eligible individuals.

MEDICAL EXAMINATIONS

The Town may require an employee to submit to a medical or psychological exam to determine fitness for duty provided the examinations are job related and consistent with business necessity. Tests for alcohol or illegal drug use are not considered medical examinations, nor are physical agility tests. Fitness for duty exams shall be conducted by a licensed professional designated by the Town and shall be paid for by the Town.

The Town shall comply with all applicable laws including ADA, FMLA, HIPAA, Worker's Compensation and related laws and guidelines in addressing circumstances where an employee is found to be unfit to perform some or all their essential job functions. This policy in no way shall be construed to limit employees' rights under any federal or State Law.

Employees determined to be un-fit for duty and requiring associated leave, may access accrued leave banks and other paid or unpaid leave time consistent with the policies contained within this manual and state and federal laws.

Light duty or modified return-to-work arrangements are not guaranteed and would not indicate continued employment if provided.

WORKPLACE VIOLENCE

The Town of Pembroke Park is committed to reducing the potential for workplace violence. In this regard, it is the policy of the Town to prohibit acts or threats of verbal or physical violence by any party, directed toward employees, citizens, elected officials, and visitors to the Town's facilities or others.

The Town is committed to providing a safe and healthy work environment, consistent with health and safety rules and shall take prompt remedial action, up to and including discharge or criminal prosecution, against any employee who engages in threatening behavior or acts of violence.

The Town shall take appropriate action against any non-employee who engages in threatening behavior including former employees and visitors to Town facilities, up to and including criminal prosecution.

Employees who display a tendency to engage in violent, abusive or threatening behavior shall be referred

to the Town's health plan for counseling or other appropriate treatment. Such employees shall also be subject to disciplinary action, up to and including immediate discharge.

Additionally, it is the responsibility of Town employees to assist in identifying problem employees. The Town Manager should be immediately notified of situations or incidents involving threats, acts of violence, aggressive behavior, threatening or offensive comments and similar acts. Employee reports made pursuant to this policy shall be held in confidence to the maximum possible extent. The Town shall not tolerate retaliation against any employee reporting a violation of this policy.

SAFETY AND RIGHT TO KNOW

The Town complies with federal and state Right-To-Know laws and shall make every effort to provide information to employees about any hazardous chemical to which they may be exposed. Right-To-Know information is posted near the areas in which employees may be exposed to chemicals or other potentially hazardous materials. Employees are required to read and be familiar with all posted materials.

TERMS OF EMPLOYMENT

PERSONNEL FILES

The Town maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. It is important that personnel records be kept up to date by employees and will be updated at performance reviews.

Employees should notify Human Resources when any of the following personal information changes:

Name	**Education status**
Address	**Military status**
Telephone number	**Driver's license status**
Marital status	**Licensing, certification, and training, or**
Emergency notification contacts	**Other information which may impact the job requirements**
Beneficiary Information	**Direct Deposit/Bank Account Information**

Personnel files are the property of the Town, and access to some of the information those files contain may be restricted in accordance with state and or federal law. Personnel records are subject to the Florida Public Records Law and contents must be provided as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes, except for information that is exempt and confidential pursuant to law.

Anyone who wishes to review a personnel file should contact the Human Resources Department. With reasonable advance notice, personnel files may be reviewed in the Town's offices and in the presence of an individual appointed by the Town to maintain the files. An employee may view personal (associated with that employee) personnel records at any time in their entirety.

No originals of any personnel records shall be kept at the Department level. All originals shall be

maintained by the Human Resources Department.

HIRING OF NEW EMPLOYEES

The Town Manager has final approval of hiring new employees, with the exception of the following positions that are hired by the Town Commission. The Town Commission shall have the sole authority to hire the Town Manager, Divisional Directors, and Department Heads. The Town Commission also has the sole authority to hire independent contractors.

HIRING OF FORMER EMPLOYEES

It shall be the policy of the Town of Pembroke Park that any individual who has been formerly employed by the Town may be considered for re-employment provided the individual left the Town in good standing. If the individual did not leave the Town in good standing, he/she must reasonably demonstrate improved work ability and attitude before re-employment is considered.

If the candidate for re-employment is hired, he/she may not continue to receive disbursements from the Town's retirement plan. The Town shall follow all applicable laws and regulations related to retirement benefits when rehiring a former employee.

Individuals interested in applying for re-employment with the Town should follow the appropriate application process for an open position. The application shall indicate that the individual is applying for re-employment. The Department Head shall examine the application to determine if any additional information is needed and make a recommendation of whether to rehire the applicant.

NEPOTISM/EMPLOYMENT OF RELATIVES

No elected official or Town employee with supervisory authority, shall employ, promote, advance or advocate the employment, promotion, or advancement of an individual who is a relative, to a position in the agency over which he or she exercises jurisdiction or control.

Relatives include: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. [Section 112.3135, F.S.].

PERSONAL RELATIONSHIP AMONGST EMPLOYEES

A “personal relationship” is defined as a relationship between employees who have or have had a continuing relationship of a romantic or intimate nature.

An employee who is involved in a personal relationship with another employee may not occupy a position in the same department as, work directly for or supervise the employee with whom he or she is involved.

The Town reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in a personal relationship that may affect terms and conditions of employment. Supervisors and managers are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.

When a conflict or the potential for conflict arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment, or terminated from employment. If such a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the Human Resources department.

When a conflict or a potential for conflict affecting terms or conditions of employment arises because of the relationship, the individuals concerned will be given the opportunity to decide who is to be transferred to another position, or terminated, if no position is available. If no decision is made within 30 calendar days of the offer to resolve the situation, the Town will determine who is to be transferred or, if necessary, terminated from employment.

EMPLOYMENT STATUS

PROBATIONARY EMPLOYEE

New employees who receive a position within the Town shall have a one (1) year probationary period. If an employee is promoted to a new position, the employee shall have a probationary period of one (1) year. This gives an employee the opportunity to demonstrate their skill and ability in performing the requirements of the new position. The Town may extend the job probationary period, not to exceed six (6) months, to allow an employee more time to learn the new job requirements and fully master their position or learn the processes of the Town.

All new hires will receive a performance evaluation report after three (3) months of employment. All employees will receive a performance evaluation report from their supervisor every six (6) months in June and December. A performance evaluation report may be issued for employees placed on a performance improvement plan.

A department head may terminate a probationary employee anytime during the probationary period if, in the department head's opinion, the employee is unable or unwilling to perform the duties of the position satisfactorily or that work habits and dependability do not merit continuance in the position. The employee so terminated shall be notified in writing of the termination.

Probationary employees do not have any proprietary rights to their position and may be terminated from the Town at any time during their probationary period without the right of appeal.

The Town may, however, return a promoted employee to their previous position if the requirements of the new job are not being met, provided the prior position is vacant.

Employees who are hired and serve at the pleasure of the Town Commission do not serve a probationary period of employment but will be subject to evaluation every six (6) months. These employees may be terminated at any time with or without cause, in the Town Commission's sole discretion.

FULL-TIME EMPLOYEES

Full-time employees are regularly scheduled to work thirty (30) hours per week and are eligible for

the Town's employee benefits program, as outlined in later sections.

PART-TIME EMPLOYEES

Part-time employees are regularly scheduled to work less than thirty (30) hours per week on a year-round basis. Part-time employees are not eligible for the Town's insurance benefits but may be covered by certain statutory protections such as Family Medical Leave and worker's compensation.

SEASONAL OR TEMPORARY EMPLOYEES

Temporary employees may be scheduled to work on a full- or part-time basis, as dictated by operational needs, for specific, limited time periods. Seasonal or temporary employees are not eligible for employee benefits.

EXEMPT OR NON-EXEMPT

Based on job content, job duties, salary status and other criteria set by the Fair Labor Standards Act, each position within the Town is classified as either "exempt" or "non-exempt".

CHANGES IN EMPLOYMENT STATUS

TRANSFERS

A transfer is an assignment to a position with comparable duties, responsibilities, authority, and compensation.

PROMOTIONS:

A promotion is a change in work assignment that results in an expanded scope of job duties and responsibilities. An employee can be promoted to fill an existing, vacant classification; or an employee's position can be reclassified if duties and responsibilities have been expanded over time. Promotions may result in an increase in pay.

DEMOTIONS:

A demotion is a change in work assignment that results in a reduced scope of job duties and responsibilities. An employee can be demoted to fill an existing, vacant classification; or an employee's position can be reclassified if duties and responsibilities have been reduced over time. Demotions may result in a decrease in pay.

TEMPORARY RE-ASSIGNMENTS:

In order to be considered a temporary re-assignment, the re-assignment must last at least two (2) full pay periods. The Town Manager may choose to temporarily fill a vacancy during the selection process. Temporary assignments are not generally made unless it is anticipated that it shall take more than thirty (30) calendar days to fill the position.

WORK HOURS

To ensure employee availability and accountability to the public the Town serves, all full-time employees

(exempt and non-exempt) are to be at work or available to the public and co-workers during the **normal** workdays Monday through Friday and the hours of 8:00 am to 5p.m, except on recognized holidays or away from the work site for an approved work-related activity or on approved leave. However, the work period is 7 days – Monday through Sunday, for the purposes of calculating overtime.

Employee work schedules shall be established by supervisors with the approval of the Town Manager.

TIME CLOCKS

Non-Exempt employees are required to follow established guidelines to accurately record hours of work by using the designated time-clock system for recording actual hours worked. A missed clock in/out is a violation of this policy and includes:

1. Failure to clock in/out on the Town's designated time clock at the beginning and/or end of their assigned shift consistent with established procedures.
2. Failure to clock in/out on their designated time clock for the meal break.
3. Failure to accurately and timely report time worked; or
4. Clocking in/out early, late or not at all when working an assigned shift.
5. Employees are not permitted to clock in more than seven (7) minutes prior to the start of their shift.
6. Hourly or non-exempt employees will clock in and out 4 times daily (beginning of shift, beginning of lunch break, end of lunch break and end of shift)

Employees may utilize a physical timeclock or clock in/out through the mobile app. The Town utilizes a feature in the HR payroll system called geofencing that sets a virtual barrier for where employees may clock in and out. The system will not allow employees to clock in and out outside of the 1-mile barrier from Town Hall. Employees having technical difficulties with clocking in and out must contact their Department Head for assistance.

UNEXCUSED ABSENCES

Employees are expected to report for work and be at their workstations at the scheduled time. If an employee expects to be absent from or late to work, he/she must inform his/her supervisor as soon as possible and under no circumstances later than thirty (30) minutes PRIOR to the scheduled workday. Unexcused and excessive absences and failure to notify the appropriate supervisor in case of absence may result in disciplinary action up to and including termination. Failure to report for work or failure to call-in to report expected absence after three (3) consecutive business days) is considered will be considered as job abandonment.

TARDINESS

A "tardiness" occurs when an employee does not report to work at the scheduled start time or does not report back from lunch or work breaks on time. An employee is expected to be at work and ready to begin work at the start of the scheduled workday. An employee who is or expects to be tardy and has not made prior arrangements with his/her supervisor must report the tardiness to his/her supervisor within the first hour of the scheduled start time. Excessive unexcused tardiness may result in progressive discipline.

On Call, Stand by Status & Call in/Call Back

The Town has extensive responsibilities during an emergency. As such, any employee may be called in to work at unscheduled times and may be required to perform duties outside his/her normal job function. As with mandatory overtime, employees are expected to be available and as flexible as possible to meet operational demands.

Hourly employees who are called back to work after having completed a normal workday or are called into work on their day off shall be paid for three (3) hours or the actual time worked, whichever is greater. These additional hours shall be paid at time and a half of the employee's straight hourly rate, regardless if the employee has met the FLSA standards of working a minimum of 40 hours .

The Town reserves the right to require employees to be in a "stand-by" status, meaning that the employee needs to be available to report to work during an off-duty. Stand-by status may be instructed verbally or in writing by the department supervisor, or the employee may be named on the official call-back roster. Off-duty time may include nights, weekends, or holidays.

Call Back time shall be paid, or compensatory time accrued as straight time, and not added to the employee's total hours for the week to constitute overtime.

Compensatory time shall be paid at the employee's current rate of pay on the day earned. Exempt employees are not entitled to overtime therefore, excluding them from this policy.

Meal Breaks and Rest Periods

Department heads or supervisors are responsible for scheduling lunch or rest periods that do not interfere with work requirements.

Employees are expected to use the rest and lunch breaks provided as intended and shall not be permitted to adjust work start time, end time, or lunch time by saving these breaks.

Rest period - a fifteen (15) minute rest period may be allowed during each half of a full-time employee's shift. Such rest periods are to begin and end at the employee's assigned work area. Department heads are responsible for scheduling rest periods that do not interfere with work requirements.

Lunch Period - An unpaid sixty (60) minute lunch period is provided when an employee works eight (8) or more consecutive hours. The lunch period shall begin and end at the employee's assigned work area and the employee shall "clock out" for the duration of the lunch period.

Non-exempt employees shall not be allowed to work during their lunch break.

Breaks for Nursing Mothers

The Town supports breastfeeding mothers by providing reasonable break time for an employee to breast feed her nursing child for up to two (2) years after the child's birth.

For both non-exempt and exempt employees, this break time is paid, and employees are not required to punch out. Both exempt and non-exempt employees must schedule any break time to express breast milk with their supervisor.

Upon notice, the employee's Department Head, or the Human Resources Department will provide the employee with a private area for the purpose of expressing breast milk.

WORK CANCELLATION/ADVERSE WEATHER CONDITIONS

If the Town is forced to temporarily close its operations for one day or less, the Town Manager will determine compensation for non-essential staff on a case by case basis. The Town manager, will also, determine appropriate compensation or time-off for exempt essential workers on a case by case basis. All non-exempt essential staff are subject to the FLSA overtime standards. Employees are expected to remain available to return to work throughout the regular workday. Closures of more than one day shall be addressed on a case-by-case basis, with the Town Manager providing timely directive.

During adverse weather conditions, the Town Commission or Town Manager will determine when Town facilities are closed. The Town Manager will determine when essential staff are required to remain on site before, during and/or after a storm. Employees shall be allowed to use accrued vacation time or compensatory time, or with supervisor approval, may modify the work schedule or make other reasonable schedule adjustments.

Decisions to cancel departmental programs (special events, recreation programs, etc.) shall be made by the Town Manager.

TOWN-SPONSORED EVENTS

From time to time, employees may be asked to attend events that are sponsored by the Town. Employees are expected to honor these requests unless there is a conflict due to religious reasons or documented medical issues.

EMERGENCY MANAGEMENT

The Town Manager is responsible for implementation of this policy during an emergency. The Town of Pembroke Park will make a reasonable effort to release employees from work prior to, during, and after emergency conditions to take care of personal situations such as family and property needs.

During a disaster or declared emergency, Town operations may be suspended, altered, or changed requiring an employee to be reassigned according to their emergency classification and the needs of the Town based upon the size, scope, and magnitude of the emergency. All employees are considered essential to this operation and must be prepared to support the community as assigned. In all cases, the goal of this directive is to ensure continuation and restoration of Town services, maintain safety and fulfill the Town's responsibilities to its citizens. Employees will be compensated in accordance with these guidelines, established pay policies, collective bargaining agreements, and regulations.

RESPONSIBILITY

When the Town Commission, County Administrator, or Governor declares a state of emergency and/or the normal operations of the Town of Pembroke Park or a facility, whether in part or whole, wherein Town operation(s) is closed for regular business due to emergency circumstances including but not limited to natural hazards such as fire(s), hurricane(s), tornadoes, flood(s), and/or

man-made disasters such as bombs, hazardous material incidents, mass casualty incidents, the following guidelines will apply to all Town of Pembroke Park Departments and Employees.

PROCEDURES

1. Upon declaration of a local emergency, the Town Manager will notify Department Heads of the emergency declaration and Department Heads will see that their respective employees are notified as to the extent and scope of the declared emergency.

2. Despite suspension of government operations, employees may be required to be available to work either before, during, or immediately after an emergency occurs. Employees may be required to work flexible hours as required by the Town. Employees shall not assume they are not required to work based solely on any media or news reports regarding Town closings.

3. During an emergency or disaster event, employees may be assigned to perform their normal duties or they may be temporarily assigned to work at different job sites specific to an emergency event (i.e., working inside the Emergency Operations Center (EOC), Department Operating Centers (DOCs), a staging area or point of distribution, etc.). Efforts shall be made to assign employees to duties according to their respective knowledge, skills, abilities, and physical capabilities.

4. All Department Heads are responsible for training their employees and implementing their respective Departmental Disaster Preparedness Plans. Department Heads shall establish an emergency schedule and identify those positions required to work during the pre-emergency, emergency, and post-emergency phases. Additionally, each Department Head shall designate an alternate manager as a contact person should an emergency or disaster occur.

5. Employees will be notified of duty assignments either prior to an event, if practical, or when contact is made with the Department Head or designee. Those who do not have an assignment shall be placed on a standby list and are to report to a designated location identified by the Department Head or designee.

TOWN OF PEMBROKE PARK ALERTS EMERGENCY REGISTRATION SYSTEM

Addressing the needs of Town of Pembroke Park citizens must continue during an impending or declared local state of emergency and subsequent recovery period. To accomplish this, Town employees shall complete electronic alert(s) system registration within 30 days of employment. Every employee shall update electronic alert(s) system anytime pertinent information changes.

EMPLOYEE RESPONSIBILITIES

- Have a Plan: Employees should have an emergency preparedness plan to ensure their family is safe during an emergency. Employees should have at least 72 hours of supplies for each family member.

- Service Priority: Town operations to provide emergency services may supersede normal operations resulting in altering or suspending processing timeframes for personnel actions until the disaster recovery period has ended.
- Alternate Work Assignments: During the pre-disaster and disaster recovery periods, employees may perform duties other than the essential functions of their position. Depending on the needs of the Town, employees may work at different locations rather than their normal duty assignments.
- Pre-Assigned Employees: Many employees are assigned duties assisting with official Town disaster response/recovery efforts. These employees will report to their designated worksite when requested/directed to do so. Employees are to always keep their Town ID badge with them to aid law enforcement officials during curfews and re-entry.
- Contact with the Town: Regardless of an employee's disaster assignment, all employees must apprise themselves of the Town's and their department's operational status, maintain daily contact with their manager or other designated department representative, and provide the Town with up-to-date contact information for any temporary changes in address.
- Accurately report all hours worked and submit required timesheet and relevant forms in a timely manner to their manager for approval. Falsification of these records shall subject an employee to disciplinary actions, up to and including termination.
- All employees are required to report to work when regular Town/Department business and operations resume.

MANAGEMENT RESPONSIBILITIES

- Department Heads and Supervisors must confirm the safety and well-being of all Town of Pembroke Park Team members.
- Department Heads and managers shall ensure all employees are enrolled in the electronic alerts system and shall ensure accuracy of electronic alerts data on an annual basis.
- Approve all hours worked and verify information reported by the employee on required forms is accurate.
- Department Heads or designees must ensure that essential employees on duty receive sufficient sleep to avoid endangering their safety or the safety of others due to fatigue.

EMPLOYEE DISASTER WORK CLASSIFICATION TIERS

EMERGENCY RESPONSE & RECOVERY EMPLOYEE (ERR - TIER I):

Emergency Response & Recovery Employees are those employees with job classifications directly related to tactical response and recovery efforts within the community. Generally, this may include, but is not limited to Law Enforcement, Public Safety, Code Enforcement/Building, and Public Works.

Work assignments during disasters and work classification tiers assigned to an employee is determined by Town Manager and Department Heads. These employees will be required to assist in the Town's disaster response and recovery efforts, which includes assignments requiring sheltering during the storm to ensure rapid response post storm. Roles may be pre-assigned or assigned as the situation dictates.

Department Heads and Managers are responsible for identifying Emergency Essential positions and shall ensure that employees are aware of individual responsibilities by communicating and notifying them of their emergency work assignment prior to the declaration of an emergency.

Employees designated as Emergency Essential must maintain contact accessibility with their supervisors. Emergency Essential employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

EMERGENCY OPERATIONS CENTER SUPPORT EMPLOYEE (EOC - TIER 2)

Emergency Operations Center (EOC) Support Employees are those specifically assigned through the Town Manager and Pembroke Park Office of Emergency Management and other authorized agencies to perform in one or more support functions outside their regular work duties.

Employees assigned to a leadership/support position within EOC or to specific roles as delineated within the Town's Comprehensive Emergency Management Plan (CEMP), Emergency Operations Plan, and Recovery Plan. These employees will be required to assist in the Town's disaster response efforts which may include assignments requiring sheltering during the storm to ensure rapid response post storm. Roles may be pre-assigned or assigned as the situation dictates.

EOC Support employees must maintain contact accessibility with their supervisors and may be reassigned to an alternative operational supervisor for the duration of the disaster or emergency. EOC Support Employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

DEPARTMENT EMERGENCY ESSENTIAL (DEE-TIER 3)

Employees designated as Department Emergency Essential may be required to perform regular work functions during the pre-disaster, disaster, and post-disaster phases of an imminent or declared emergency. These employees may or may not be required to shelter during the storm. Examples of employees that would be assigned sheltering roles would include department personnel assigned to Department Operating Centers (DOCs) to coordinate department response and recovery efforts.

Employees in this tier may also be assigned to complete essential functions as designated in the department's Continuity of Operations Plan (COOP).

Department Heads and Managers are responsible for identifying Emergency Essential positions and shall ensure that employees are aware of individual responsibilities by communicating and notifying them of their emergency work assignment prior to the declaration of an emergency.

Employees designated as Emergency Essential must maintain contact accessibility with their supervisors. Emergency Essential employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

ESSENTIAL READY RESERVE (RR-TIER 4)

Employees classified as Essential Non-Emergency may be directed not to report to their regular job assignment during the pre-disaster, disaster, and post-disaster phases of a locally declared state of emergency or disaster. They may work other assignments and activities as situations necessitate. Reassignment may include, but is not limited to support of the following:

- Town Staging Area(s)
- Point of Distribution Sites (POD' s)
- Food or Services Distribution Sites
- Sandbag Filling Stations
- Disaster Recovery Centers
- Emergency Operation Center

EMERGENCY MANAGEMENT COMPENSATION

Once an emergency has been declared in the Town of Pembroke Park and the Town Administrative Offices are closed, the following pay procedure shall be utilized:

1. All regular full-time, hourly or salaried employees, whose regular work schedule occurs during the Declared Emergency, who are instructed to not report to work or who are released from work will be paid their regular wages for all hours not worked during their regular work schedule.

2. All regular full-time hourly employees who work their regularly scheduled work period during a declared emergency and Town Administrative Offices are closed shall be paid their regular hourly wages at time and a half for any hour(s) worked during this period. Emergency on-call hourly personnel who report to work during an emergency situation (example: hurricane when Town Hall is closed, and non-essential employees are not required to work but are paid) will also be paid time and a half for all hours worked. This does not apply to emergency Public Works response to a water break, sewer leaks, or other work-related emergencies during the remainder of the year.

3. Unrepresented employees covered under this provision who physically work more than 40 hours in the workweek will be compensated at the rate of one and one-half times their normal hourly rate, in accordance with the Fair Labor Standards Act. Paid Administrative Leave hours shall not count as hours worked for the purpose of computing overtime.

4. Represented employees will be compensated in accordance with their respective collective bargaining agreement.

5. All regular full-time salaried employees shall be paid their regular salary for any hour(s) worked during the Declared Emergency. Additionally, such employees will be credited with one (1) hour of Administrative Leave time for each hour worked within their regularly scheduled work period up to a maximum of eight hours (8) hours during each twenty-four (24) hour period of the Declared Emergency. The maximum Administrative Leave time an employee will be eligible to receive per day will be determined by their regularly scheduled workday and shall not exceed forty (40) hours in a work week. Additionally, the twenty-four (24) hour period shall be defined as a day beginning at 12:00 midnight and ending on the next 24 hours at 11:59 p.m. This Administrative Leave credit shall not be provided to Senior Level Management positions (Department Heads, Division Managers, Assistant Directors, etc.).

6. Once administrative offices are reopened and other employees are called back to work, the Town Manager shall evaluate whether and how Administrative Leave time will be provided/credited to Senior Level Management employees that worked during the declared emergency. This will be evaluated on a case by case basis and shall take into consideration the number of hours worked by the employee during the declared emergency and the number of hours paid as Administrative Leave to other employees that did not work during the Preparation and Response phases of the emergency.

7. All regular full time hourly or salaried employees who are on prior approved leave and are not required to return to work shall be paid in accordance with the applicable leave policy.

8. All regular full or part time, hourly or salaried employees considered essential by their supervisor and required to report to work who call in sick, or take unscheduled leave during the period for which they were required to report to work, will be charged leave time, and may be required to submit a written certification from a health care provider substantiating the reason for absence.

9. All part-time/temporary/seasonal employees who do not report to work for any reason during a Declared Emergency will not receive any compensation for this time period. This includes not reporting to work when Town operations are officially closed.

10. All temporary/seasonal or regularly scheduled part-time employees who work during a Declared Emergency will receive their regular rate of pay for any hours worked during this time period.

11. No employee is eligible for call back pay during a Declared Emergency.

12. Members of collective bargaining units will receive wages and benefits in accordance with their respective collective bargaining agreement.

13. All other terms and conditions of employment as determined by a pertinent Collective Bargaining Agreement or Town Pay Policy shall remain in effect prior to, during and after the Declared Emergency.

14. The Town Manager reserves the right to consider unique pay situations as they arise throughout a Declared Emergency. In situations deemed appropriate by the Town Manager, adjustments to this Policy may be made.

DOCUMENTATION

Employees are required to document and report to management all hours worked during an emergency utilizing the time sheets designated for emergencies, as provided by the Finance Department.

Time should be recorded identifying hours worked with appropriate emergency coding as provided by the Finance Department.

It is each Department's responsibility to verify all hours worked. Since departments are responsible for all wages paid to Town employees during a disaster/disaster recovery period, departments shall carefully review hours submitted, including those for alternate work assignments. All hours reported shall be verified by the employee's supervisor and approved through the timecard approval process. A copy of the Disaster Daily Log, supporting disaster hours worked, must be forwarded to the Finance Department who is responsible for coordinating payment of all emergency-related hours worked.

All Departments must maintain accurate timekeeping records during disaster/disaster recovery periods for submittal to the Finance Department.

EVENTUALITIES NOT COVERED

Exceptions may be made for unique situations as they arise throughout a declared emergency, and eventualities not covered by these guidelines shall be decided on a case-by-case basis by the Town Manager or designee.

CLASSIFICATION AND COMPENSATION

Compensation and Benefit levels are tempered by the Town's ability to pay, overall financial condition, and general fiscal responsibility to the taxpayers, as well as an individual's performance on the job. The value of a position is established in the Town's Classification Plan.

CLASSIFICATION PLAN

The position classification structure is based upon a systematic internal job evaluation and an analysis of the external labor market, which shall occur at a minimum every five years.

A comprehensive job analysis is used to establish written job descriptions for all positions which serve as the basis for all internal and external evaluations and comparisons.

Each job description includes a title, a general statement of duties and responsibilities, a determination on whether or not the position is exempt from overtime pay, a listing of essential

job functions, a statement of required knowledge, skills, and abilities, and the physical demands of the position. These factors are used to determine classification and pay range for each position.

Job descriptions shall be reviewed annually to ensure they are up to date.

Pay Ranges shall be adjusted annually depending upon resources to reflect cost of living adjustments to the system and approved by the Town Commission.

Individual employee compensation, or placement in and progression through the respective pay range, is based upon time-on-the-job, performance, qualifications, experience, education level, and other job-related factors established by a comparative ratio to ensure pay based on objective standards.

Newly hired employees shall be paid within the pay range. Any salary proposition outside of the established compensation plan must be approved by the Town Commission.

WAGES

Merit Increases

Merit increases are evaluated during the annual budget preparation process and implemented effective the start of the new fiscal year. Merit increases must be budgeted and fall within the approved compensation plan. Merit increases may be issued outside of the annual process on a case by case basis if approved by the Town Manager and/or Town Commission depending on the reporting structure.

Merit increases shall be based on an annual performance evaluation process based on clearly established standards applied equally and consistently across all positions.

Merit increases may only be given when sufficiently documented through an annual performance evaluation reflecting performance above and beyond the duties required of the assigned position.

Merit increases and Cost of Living adjustments shall only be given on an annual bonus to avoid compression of the competitively established classification and compensation plan. The maximum salary increases for Merit based increase and Cost of Living adjustment is a combined 5%. Any salary increase based on Merit or performance exceeding 5% requires Town Commission approval.

Performance Evaluations

Semi-annually, employees shall be provided with a formal evaluation of their performance by their supervisors, which may be reviewed by the Town Manager and Town Commission, or its designee. A performance evaluation is an ongoing assessment process that assists employees and employers in reaching their goals by providing a formal opportunity to develop goals and objectives, to identify strengths, and to define training or improvement programs for areas requiring development. Completion of the performance evaluation form and discussion of noted ratings shall facilitate communication and an understanding of expectations while providing a history of employee progress and development.

The results of evaluations support various employment actions and decisions such as promotion, discipline, and compensation. Employees shall have an opportunity to meet with and discuss the results of their evaluation with their supervisor and submit additional comment or points of disagreement to be included within their personnel file. Employees who receive poor performance

ratings may be placed on a performance improvement plan and/or receive progressive discipline.

Cost of Living Increase

An annual cost of living raise may be applied to the minimum and maximum ranges of the pay plan and to every individual's salary if approved by the Town Commission during the annual budget process. The maximum combined salary increase for Merit and Cost of Living adjustment is 5% annually. Any salary increases exceeding 5% for Merit or performance requires Town Commission approval.

Overtime - Exempt Employees

Exempt employees, as defined by the Fair Labor Standards Act (FLSA) are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities.

Time off consideration for large amounts of additional hours may be provided with the Town Manager's prior approval and at the sole discretion of the Town Manager.

Overtime - Non-Exempt Employees

Non-Exempt employees, as defined by the Fair Labor Standards Act (FLSA), are subject to the overtime provisions of the Act. Depending on work needs not personal needs, Non-Exempt employees may be required to work overtime and are expected to work overtime upon request.

Non-exempt employees shall be compensated for overtime work at the rate of time and one-half (1.5) for all hours worked over forty (40) hours in a 7-day work week. For purposes of overtime calculation, time off (not working) with or without pay shall not be calculated as hours worked.

Compensation may be in the form of wages or compensatory time off. The Town reserves the right to substitute cash payments for accumulated compensatory time at its discretion. Similarly, employees may request that accrued compensatory time off be converted to monetary payment, which shall be made in the next applicable payroll.

Overtime including compensatory time may not be authorized by the Department Head and the Town Manager unless funds are provided for and adopted in the annual Town budget.

For non-exempt employees, overtime shall be scheduled in a manner most advantageous to the Town and consistent with the operational needs of the Town.

In some cases, at the Town's option, hours may be adjusted within a 40-hour work week to avoid overtime. Any adjustments and or overtime hours worked must be approved in advance by the employee's supervisor and must be based on work needs not personal needs.

Non-Exempt employees working overtime without prior approval shall be subject to disciplinary action.

Change in Status Pay

Promotion Pay shall be the minimum of the new pay grade or up to a 10% increase.

Temporary Reassignment to a higher pay grade and additional responsibility shall be the minimum of the new pay grade or current pay up to a 10% increase, whichever is greater. Upon return to

the former position, the pay shall return to the original pay amount. Any employee serving in an acting capacity in a higher position requires a formal Personnel Action form approved by the Town Manager. Vacant positions do not automatically designate a subordinate employee to an acting capacity.

Demotion Pay shall be calculated based on a comparative ratio formula (i.e. if employee is 50% of the way through current pay grade, the demoted salary shall be at the 50% level of the new pay grade.)

Any recommendation exceeding a 10% increase must be approved by the Town Commission.

Pay Periods and Direct Deposit

Pay periods for Town of Pembroke Park employees cover two weeks, beginning at 12:00 a.m. every other Monday. The pay period covers two seven-day work periods of 40 hours for regular employees. Paydays are every other Friday. When a payday falls on a holiday, employees shall be paid the day prior to the holiday.

All payroll payments are by direct deposit only.

Travel Reimbursement and Advances

On occasion, employees may be required to travel on Town business or attend professional development and training functions as a part of the job. Employees must always be mindful that they are stewards of the public's trust and resources. Work-related travel must never be abused, treated as a "perk" or seen as opportunity to spend lavishly. The Town shall not cover expenses for spouses or other non-employees during Town travel, unless prior approval is received from the Town Manager. Travel on Town business, including professional development, must demonstrate respect for the public's trust and prudence with their resources.

Expenses related to professional conferences, seminars, technical meetings, trainings, or other professional development functions may be paid by the Town or reimbursed to the employee if the expense has been adopted in the budget. Requests for reimbursements that are not included in the budget require approval from the Town Manager.

Whenever possible, a Town vehicle should be used to travel for Town business and employees should carpool to limit travel expenses. Employees who are required to use their personal vehicle for work-related travel shall be reimbursed at the rate established by the IRS for up to 250 miles. Employees are to record the exact number of miles traveled, by most direct route, from the first place of business to the next. No reimbursement shall be made for travel between home and a normal place of business.

Employees shall be reimbursed for reasonable, actual meal expenses incurred in conjunction with a program or meeting that provides a primary benefit for, or serves the best interests of, the Town. Luxury meals, costs for alcohol, or excessive reimbursement claims shall not be reimbursed without approval of the Town Manager.

Employees shall be reimbursed for reasonable, actual lodging expenses when a full day's work must be performed a considerable distance from the Town, or under other appropriate circumstances with prior Town Manager approval. Luxury lodging or excessive claims shall not be

reimbursed.

Employees should avoid using unnecessary convenience services such as valet parking, in-room movies, laundry and room service. Only under specific circumstances where a reasonable need for such services is clearly demonstrated shall such items be reimbursed.

Employees submitting reimbursement requests for travel expenses, or those requiring a travel advance, should use the appropriate form and must submit all receipts.

PROFESSIONAL & SERVICE MEMBERSHIPS

The Town encourages department heads to take part in the activities of professional and service organizations and may pay the cost of certain job-related memberships to professional organizations, job-related trainings, seminars, conferences and related events that enhance the employee's job knowledge and performance.

The Town may pay the cost to become licensed or certified in a job-related field and may pay the cost to remain so qualified. Employer-paid memberships, training, licensing and certifications are subject to budgetary approval and require advance approval.

Any employee within the Town whose position requires a professional certification must keep such certification active and current. The employee must notify their supervisor in the event such certification is lost or lapses.

EDUCATIONAL ASSISTANCE AND TRAINING POLICY

Subject to sufficient funds in the budget and with prior approval of the Town Manager, employees may apply for reimbursement of tuition expenses incurred for training or college courses directly related to the employee's work. The Town Manager shall be the sole judge of whether a course or program is "directly related" to the employee's work. Any employee wishing to appeal a decision rendered by the Town Manager may present an appeal to the Town Commission.

Employees must obtain approval before enrolling in a course or program.

Employees may receive reimbursement for up to 100% percent of the tuition cost for training or college courses that they take on their own initiative depending on the Town budget and individual grades earned. The reimbursement must be repaid if the employee leaves employment within twenty-four months of receipt.

GRADING/REIMBURSEMENT SCALE

A (90-100)	100% reimbursement
B (80-89)	80% reimbursement
C (70-79)	60% reimbursement
D (69-60)	0% reimbursement
F (59 and below)	0% reimbursement

Courses that are deemed pass or fail will be subject to 100% reimbursement for passing grade and 0% reimbursement for failing grade.

CONFERENCE AND SEMINAR POLICY

Requests to attend a conference or seminar must be budgeted and approved by the Department Head and the Town Manager.

Employees training other employees will receive a premium for the hours of actual training up to a maximum of 10% of their annual salary only for hours actually conducting the training. This policy is not applicable to the trainee, only the trainer. In order to be eligible for this benefit, the training must be a formal group training for staff and is 100% subject to approval by the Town Manager.

BENEFITS

The Town of Pembroke Park provides full time regular employees with a wide range of benefits. The type of benefits and level of benefits provided is subject to change. The Town reserves the right to change provider networks, claims agents, and insurance mechanisms. At a minimum, the Town provides Health Insurance Policy and a Retirement Policy for full time regular employees.

Detailed descriptions of current benefits are outlined in the annual summary of benefits plan.

Benefits provided to these employees may include but are not limited to Dental Insurance

Prior to an offer of employment with the Town, prospective employees shall be given a list of the various benefits offered to full-time regular employees. Questions regarding any of the listed benefits shall be referred to the Town Manager. Employees are eligible for the health insurance on the 1st of the month following thirty (30) days of employment.

CONTINUATION OF BENEFITS (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and qualified beneficiaries the opportunity to continue, for a limited period, health insurance coverage under the Town's group health insurance plan when a "qualifying event" would normally result in the loss of coverage. Some common qualifying events are termination of employment (other than for gross misconduct), or death of an employee; a reduction in your hours; a divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee pays the full cost of coverage at the Town's group rates plus an administration fee.

SHORT TERM DISABILITY BENEFIT

The Town provides group short-term disability insurance to full-time employees allowing them to receive paid leave if they are, medically, unable to return to work for a short time. For more information regarding the plan and plan details, contact Human Resources.

UNEMPLOYMENT COMPENSATION

The Town participates in the State of Florida unemployment insurance program according to statutory guidelines. Terminated employees are advised to refer questions of benefit eligibility to the appropriate State office.

WORKERS COMPENSATION POLICY:

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income, and other compensation under the Florida Workers Compensation Act. Worker's Compensation Employees are responsible for immediately reporting any work-related injury, no matter how slight, to their supervisor. Supervisors must immediately report the incident to Human Resources for proper processing of the Workers Compensation claim.

SOCIAL SECURITY

Employees are covered by Social Security, a federally administered plan for supplemental old age retirements and survivor's insurance. Questions concerning Social Security benefits and coverage should be directed to any Social Security office.

TELECOMMUTING

Telecommuting allows employees to work at home, on the road or in a satellite location for a part of their workweek. The Town considers telecommuting to be a viable, flexible work benefit when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a Townwide benefit, and it in no way changes the terms and conditions of employment with the Town.

The telecommuting benefit may only be utilized by Department Directors. Any exceptions must be pre-approved by the Town Manager.

Any telecommuting requests must be sent in writing to the Town Manager for pre-approval with a specific reason for the request. Each request will be evaluated on a case by case basis. Employees on average may utilize a maximum of 2 telecommuting days per month. Any exceptions must be pre-approved by the Town Manager.

Individuals requesting formal telecommuting arrangements must be employed with the Town for a minimum of 6 months of continuous, regular employment and must have a satisfactory performance record.

The employee is required to follow the same work schedule, unless otherwise approved by the Town Manager and be available for all meetings and communication as needed.

Employees may utilize their Town issued equipment when telecommuting. If the employee does not have a Town-issued equipment, the employee may be authorized to utilize their home equipment and remote log in to their work computer. Equipment supplied by the organization is to be used for business purposes only.

The employee will establish an appropriate work environment within his or her home for work purposes. The Town will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary Town information accessible from their home office. Steps include the use of locked file cabinets

and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Telecommuting is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands.

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the Town's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the Town Manager. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

OTHER INFORMAL, SHORT-TERM ARRANGEMENTS MAY BE MADE FOR EMPLOYEES ON FAMILY OR MEDICAL LEAVE TO THE EXTENT PRACTICAL FOR THE EMPLOYEE AND THE ORGANIZATION AND WITH THE CONSENT OF THE EMPLOYEE'S HEALTH CARE PROVIDER, IF APPROPRIATE. PAID AND UNPAID LEAVE

HOLIDAYS

All regular hourly employees working a minimum of thirty (30) hours per work week and all salaried employees shall be granted leave with pay on the following holidays unless otherwise provided for in a collective bargaining agreement.

Sec. 19-26.

New Year's Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day
One (1) Personal Day

All officers and employees not required by their department heads to work on such days shall be excused from work but shall be compensated for the day as if the officer or employee had performed his normal work schedule.

In order to qualify for holiday pay, the officer or employee must be present on his or her scheduled working days before and after the applicable holiday.

Officers or employees with an unexcused absence or unpaid leave time before or after a holiday shall not be eligible for holiday pay.

If an officer or employee is on authorized paid leave when a holiday occurs, that holiday shall not be charged against such officer's or employee's leave.

Effective June 19, 2021, the Town observes Juneteenth as a paid holiday. In 2021, employees may choose to observe the Juneteenth holiday as a floating holiday within the calendar year and expires on December 21st, 2021. Moving forward in 2022, Juneteenth will be observed on the actual holiday and treated as the other holidays listed above.

The floating holiday and personal holiday are use it or lose it. Employees must request the time off in the Paid Time Off Request system at least two (2) weeks in advance. Approval is subject to the Department Head's discretion based on the number of employees absent that day to ensure the department is operational and properly staffed.

Employees are eligible to use floating holidays and personal days after six (6) months of employment. Employees are eligible for paid time off on the remaining holidays listed above from their employment start date.

VACATION/ANNUAL LEAVE

Accrual Rate

Number of Months of Continuous Employment	Number of Hours Per Year
0 to 48	80.00
48 to 120	120.00
120 or more	160.00

No officer or employee shall be entitled to utilize accrued vacation time until such officer or employee shall have completed six (6) months service with the Town.

No vacation time shall be granted in advance of accrual thereof.

All vacation schedules shall be determined by the department heads giving recognition to the seniority of officers or employees in the determination of when vacation time shall be granted.

An officer or employee may use accrued vacation time for sick leave provided such officer or employee has used all existing accrued sick leave time.

An officer or employee may divide his or her vacation time as is desired with the prior approval of such officer's or employee's supervisor. Employees will use whole hours, partial hours, or full days for any PTO request.

Annual leave shall be requested in advance using the appropriate form and submitted to the department head who shall have the right to determine if the work schedule permits the absence of the employee during the requested period. Vacation leave may be denied when department operations are hindered due to staff scheduling, workload assignments or a legitimate emergency exists.

Upon reasonable notice to the employee a department head may require an employee to use annual leave.

Accumulation of Annual Leave Credits

Earned leave not used during the calendar year in which it is eligible to be taken may be carried over or accumulated to the following calendar year. Employees with accrued vacation leave in excess of eighty (80) hours and who have utilized at least eight (80) hours of leave time during the fiscal year, may be allowed to make an election during one month of the year (to be determined by the Town Manager or designee) to sell the excess vacation leave time back to the Town, subject to available funds, at the discretion of the Town Manager or designee. An employee may request the Town Manager or designee to provide an extension of those hours above the amount set forth herein for a period not to exceed twelve months. All time sold will be deduction from the vacation time accumulation.

Upon the effective date of termination of employment with the Town an employee shall be entitled to a lump sum payment for earned and unused annual leave not to exceed 400 hours. The effective date of termination shall be the last day worked.

SICK LEAVE

Accrual Rate

All full-time employees of the Town shall accrue sick leave time at the equivalent rate of one day (8 hours) for each full month of continuous service. Full month means a full calendar month starting on the first day of the month.

Rules

Sick leave is intended to be used for personal illness, injury or quarantine due to exposure to contagious disease for the employee. Sick leave may also be used for medical or health treatment which cannot be arranged outside of working hours. Sick leave may be used for illness or death in the immediate family. Immediate family is defined as the spouse, grandparents, brothers, sisters, children, and grandchildren of both the employee and the spouse. Sick leave may also be used for reasons of pregnancy and maternity. Employees shall be entitled to utilize accrued sick time immediately upon their employment start date. Any sick time off taken without accrued sick leave will be unpaid. Employees may be subject to disciplinary action for abuse of sick leave.

Conversion to Special Vacation Time

Employees shall be entitled to convert one-fourth (l/4) of each year's accrued, but unused, sick leave time to special vacation time. Such special vacation must be used during the calendar year following the one in which it was accrued. Conversion must be requested within the first two (2) weeks of a calendar year or it shall be disallowed. Thereafter, it shall be disallowed (if the conversion privileges of this paragraph have been exercised) and the credits shall revert to the employee's sick leave balance.

Payment for Accumulated Sick Leave

Every employee or beneficiary in the event of death, upon termination for whatever reason shall be entitled to receive payment for accrued sick leave. Such payment is limited to a maximum of five hundred dollars ($500.00).

Use and Restrictions

Any officer or employee who shall utilize three (3) or more days of sick leave on a continuous basis shall submit to his department head a doctor's certificate as to the illness or injury for which sick leave was utilized.

The Town shall have the right to require a doctor's certificate for any officer or employee reporting in as sick, as well as the right to visit the place of confinement of the sick or ill officer or employee.

If an officer or employee repeatedly utilizes sick leave, the Town shall have the right at the Town's expense to require such officer or employee to submit to a physical examination by a doctor selected by the Town to determine if such officer or employee is physically fit for continued employment by the Town.

Employees are required to notify their immediate supervisor on the first day of sick leave not later than thirty (30) minutes before the shift of which they are employed is scheduled to report for duty. This shall be followed for each day the employee is unable to work unless prior approval is given by the department head. Failure to comply may result in the absence being charged as leave without pay.

In the event an employee repeatedly uses sick leave or is on leave for an extended duration, the Town shall have the right at Town expense to require the employee to submit to a physical examination by a physician designated by the Town to determine if the employee is physically fit for continued employment.

Job Injury Workers Compensation and Use of Sick Leave

Employees who are eligible to receive workers' compensation (including temporary employees) are entitled to work-related injury leave with full pay for up to five scheduled workdays (40 hours or normal number of hours scheduled in a week). This leave, for illness or injury arising out of and in the course of employment, is not charged to vacation leave or sick leave.

Absence from work of five days or more due to a work-related injury shall reduce the 12 weeks of eligibility for family/medical leave.

Employees receiving workers' compensation for job-related injuries or disease may use sick and/or vacation leave to supplement the payment up to, but not to exceed, their regular rate of pay.

After all sick and vacation leave has been exhausted, employees are not entitled to leave or pay benefits other than workers' compensation. Employees may be put into a leave without pay status during this time without adjustment in the service date.

For a regular employee disabled with a work-related injury, a position shall be held open if the department can function with the vacant position. At some point (not later than one year after the date of injury) the employee, if unable to return to work, shall be separated from Town employment. If during the one-year period following the injury the separated employee is released by the attending physician for any kind of work duty, the employee shall be entitled to benefits

under the reduction-in-force policy.

JURY DUTY

An employee required to render jury service shall be entitled to be absent from work during that service and shall be paid the difference between any payment received for jury duty and the employee's regular salary.

BEREAVEMENT/FUNERAL LEAVE

Leave may be granted by an employee's immediate supervisor without loss of pay for death in the immediate family. Up to three (3) business days or twenty-four (24) hours of pay shall be allowed an employee to attend a funeral within an immediate family. Immediate family shall include spouse, domestic partner, mother, father, children, brother, sister, grandparents, in-laws, stepchildren, grandchildren, aunt, uncle, first cousin, or anyone living in the employee's household. Employees are required to submit proof of death within 2 weeks of the bereavement leave. Proof includes a death certificate or other documents confirming the date of the death or the date of the funeral/burial/viewing service. Photographs are **not** acceptable supporting documents.

FAMILY AND MEDICAL LEAVE

In accordance with the Family and Medical Leave Act of 1993 (FMLA), an employee may be eligible to request and receive an unpaid leave of absence as outlined below.

Eligibility

All regular full-time or part-time employees who have worked for the Town for at least twelve months and for at least 1,250 hours during the twelve months preceding the start of the leave shall be eligible for leave under this policy.

Conditions of Leave

Leave may be taken only for the following reasons:

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a twelve-month period for:

- the birth of a child and to care for the newborn child within one year of birth.
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
- to care for the employee's spouse, child, or parent who has a serious health condition.
- a serious health condition that makes the employee unable to perform the essential functions of the employee's job.
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or

parent is a covered military member on "covered active duty;" or

- Twenty-six workweeks of leave during a single twelve-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

If medically necessary for a serious health condition of the employee or spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the Town may require an employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence, provided the position has equivalent pay and benefits.

Any leave granted due solely to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the Town and must be completed within twelve months of the qualifying event.

Spouses who are both employed by the Town are entitled to a combined total of twelve weeks (rather than twelve weeks each) for the birth or adoption of a child.

Any accrued vacation/PTO/sick leave, as applicable, must be taken concurrently as part of the twelve weeks of leave requested.

In determining eligibility, the twelve-month period shall be calculated by using a rolling 12- month period measured backward from the first day of the new leave period the employee is requesting. Any requests for FMLA extensions may be granted at the sole discretion of the Town Manager.

Notification Requirements

When need for leave is foreseeable, such as the birth, adoption or placement of a child, or planned medical treatment, the employee must provide thirty days' notice to an immediate supervisor and must make efforts to schedule leave so as not to disrupt Town operations. If the need for leave is not foreseeable, notice must be given as soon as practicable, generally within one or two days of learning of the need for leave.

Request Procedures

All requests for family and medical leave should be made by contacting the Human Resource department. If possible, the request should be made thirty (30) days in advance of the effective date of the leave. The Human Resource department shall ask for the following information:

- The date FMLA leave shall begin.
- The probable/approximate duration of the leave; and
- The qualifying reason for the leave.

The employee shall be sent a packet indicating initial eligibility with instructions to complete the Certification of Physician or Practitioner form and return the form to the Human Resource department where final approval shall be determined.

If the employee takes leave without previously advising the Town of the medical or family reasons for leave and desires that leave be counted as FMLA leave, the employee must notify an immediate supervisor within two business days of returning to work that the leave was for an FMLA reason.

Status of Employee Benefits During Leave

Employee health insurance benefits shall be maintained as if the employee were actively working, but at the employee's expense. The employee must submit a check to the Finance/Payroll department to cover the amount of the employee's contribution. Payments must be made at the same time as they would normally be made through payroll deductions. Alternatively, advance payments may be made to cover an agreed upon period. The Town shall not advance the funds to pay for these benefits. If payments are missed the employee's health and life benefits shall be no longer be maintained.

Basic life insurance benefits shall continue at no additional cost to the employee. Optional life insurance and personal accident insurance (if applicable) may be continued at the employee's expense.

Benefit accruals, such as vacation, sick leave, or holiday benefits, shall be suspended during the unpaid leave and shall resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide the Town with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee shall be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, the Town shall assume that the employee has resigned.

MILITARY LEAVE

A military leave of absence shall be granted to employees who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida law. Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees shall be paid full pay for the first thirty days of military leave in accordance with Chapter 115, Florida Statutes. After the first thirty days of military service and upon presentation of satisfactory military pay verification data, employees shall be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

Employees are entitled to up to 240 hours (annually) paid administrative leave for reserve or guard training in accordance with Section 115.07, Florida Statutes.

Continuation of health insurance benefits is available as required by Florida law and USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Leave benefits shall continue to accrue during a military leave of absence.

Employees on military leave for up to thirty days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

An employee returning from military leave shall be placed in a position otherwise attained had employment continued or a comparable position depending on the length of military service in accordance with USERRA. The employee shall be treated as though employment were continuous for purposes of determining benefits based on length of service.

Contact the Human Resource department for more information or questions about military leave.

DOMESTIC AND SEXUAL VIOLENCE LEAVE OF ABSENCE

In accordance with Florida Statutes, Section 741.313, any employee employed by the Town for three (3) or more months may request and take up to three (3) working days of leave from work in any 12-month period if the employee or a family or household member is the victim of domestic violence or sexual violence. The leave may be paid or unpaid, but an employee must use all applicable paid annual, personal, sick, and/or other applicable paid leave prior to being eligible for unpaid leave.

An employee seeking domestic or sexual violence leave must provide the Town with written notice of his or her request for leave as far in advance of the desired leave as possible. The request should be submitted to the Human Resource Department. If the need for leave is not foreseeable, the employee must provide notice (verbal or written) as soon as is practicable under the facts and circumstances of the case and in accordance with his or her department's procedures for unforeseeable absences.

A request for domestic violence or sexual violence leave must be supported by certification issued by an authorized person such as a health care provider, attorney of record, counselor, law enforcement agency, clergy, domestic violence advocacy agency, domestic violence center or domestic violence shelter. The certification will be sufficient if it indicates that the employee is being subjected to domestic or repeat violence, or sexual violence, and needs time off to attend to one of the matters.

To the extent possible, information regarding the employee's request for leave under this policy will be kept confidential.

If the employee took leave to obtain or receive medical and/or dental assistance for him/herself, the employee must provide a fitness for duty certification from the employee's health care provider in order to return to work. The Town will specify the information that must be provided on the fitness for duty certification. The employee must pay the cost of obtaining the fitness for duty certification and the employee is not entitled to be paid for the time or travel costs spent to obtain the certification. If the employee fails to provide such a certification before the leave ends, the Town may delay the employee's restoration to employment until the fitness for duty certification is provided to the Town. If the employee never produces the certification, the employee may be terminated from employment.

The taking of leave will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.

Upon his or her return to work from a domestic or sexual violence leave, the employee shall be entitled to: restoration to the position of employment held by the employee when leave

commenced; or restoration to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. However, an employee taking domestic violence leave for three (3) days or less will be restored to the same position held by the employee at the time leave commenced.

An employee on domestic or sexual violence leave must periodically report to the Human Resources Department on the status and intention of the employee to return to work.

The Town prohibits discrimination or retaliation against any employee for exercising his or her rights under this policy. If an employee believes that he or she is being retaliated against, the employee must report the retaliation to the Human Resources Department.

DEFINITIONS

Domestic violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member, or any crime the underling factual basis of which has been found by a court to include an act of domestic violence.

Family or household member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Sexual violence means sexual violence, as defined in Florida Statutes § 784.046, or any crime the underlying factual basis of which has been found by a court to include an act of sexual violence. Florida Statutes § 784.046 defines "sexual violence" to mean any one incident of: (1) sexual battery; (2) a lewd or lascivious act, committed upon or in the presence of a person younger than 16 years of age; (3) luring or enticing a child; (4) sexual performance by a child; or (5) any other forcible felony wherein a sexual act is committed or attempted, regardless of whether criminal charges based on the incident were filed, reduced, or dismissed by the State Attorney.

UNPAID LEAVE/LEAVE WITHOUT PAY-

Any regular employee who has been employed with the Town for a period of twelve (12) continuous months may be granted a leave of absence without pay for a period not to exceed twelve (12) weeks. Failure to return to work at the end of the leave without pay, may be grounds for termination.

In no instances shall an employee be granted a leave without pay until all accumulated paid leave is used.

The reason for such leave shall be attributable to an extraordinary condition not directly covered by the provisions of the Family and Medical Leave Policy.

Requests for leave without pay must be submitted in writing and approved by the Town Manager.

No annual or sick leave shall be accrued while an employee is on leave without pay.

Employee health and life insurance benefits may be maintained as if the employee were actively working, but at the employee's expense. The employee must submit a check to the Finance/Payroll department to cover the amount of the employee's contribution. Payments must be made at the same time as they would normally be made through payroll deductions. Alternatively, advance payments may be made to cover an agreed upon period. The Town shall not advance the funds to pay for these benefits. If payments are missed the employee's health and life benefits shall be no longer be maintained.

Employees who qualify for a leave without pay shall initiate a request for such leave by sending a written request to their immediate supervisor. Such request shall be made not less than two (2) weeks prior to the requested leave date unless it is an unforeseeable emergency. Such request shall include the purpose of the leave and an estimate of the amount of time needed for such leave. The leave approval is 100% subject to discretion by the Town Manager.

LEAVE DONATION POLICY

The Town recognizes that employees may have a family medical emergency or be affected by a major disaster, resulting in need for additional time off in excess of their available paid time off accruals. To address this need, all eligible employees will be allowed to donate accrued sick or personal leave hours from their unused balance to their co-workers in need of additional paid time off. This policy is strictly voluntary.

- Employees must be employed with the Town for a minimum of one (1) year to donate and/or receive donated sick/personal time.
- Recipient identity will not be disclosed to the donating employees.
- Employees may not donate more than fifty percent (50%) of their current balance.
- Employees cannot borrow against future sick/personal time to donate.
- Employees who receive donated sick/personal time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.

Nothing in this policy will be construed to limit or extend the maximum allowable absence under FMLA.

SEPARATION FROM EMPLOYMENT

VOLUNTARY TERMINATION

Voluntary Terminations are initiated by the employee and include

1. Resignation – voluntary employment termination initiated by an employee.
2. Retirement – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Notice Required for Voluntary Terminations

1. All regular full-time and part-time employees are requested to give a minimum of two (2) weeks' notice, in writing, prior to leaving Town employment in order to resign in good standing.
2. Department heads and other management personnel are requested to give a minimum of thirty (30) days' notice in order to allow for adequate replacement in order to resign in good standing.
3. In the case of retirement, it is recommended that an employee provide the Town with as much notice as possible; a minimum of 6 weeks is requested. This advance notice shall ensure that retirement issues are satisfactorily addressed prior to the actual date of retirement.

Discharge/Involuntary Termination

Discharge is an involuntary employment termination initiated by the organization generally for cause.

Layoff and Recall

If the Town determines that a reduction in staff or "layoff" is necessary, affected employees shall be notified of the effective date, pertinent benefits information and possibility of recall, if any as soon as it is practical.

All layoffs and recalls of positions shall be based upon the Town's operational needs, financial position and the employee's employment history, performance and job-related qualifications and abilities as determined by the Town. Seniority may also be considered in making non-union layoff and recall determinations.

Impact on Benefits

Employee benefits shall be affected by employment termination as follows. All accrued, vested benefits that are due and payable at termination shall be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee shall be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Exit Interview

In the event of separation, voluntary or involuntary, the employee is encouraged to engage in an exit interview with the Human Resource department.

All employees who resign in "good standing" must take part in exit interviews to be eligible for rehire. The exit interview is on the clock and the employee shall be paid for participating.

Return of Property

An employee separating from employment with the Town shall return all Town-owned equipment, uniforms, property, Town identification badges, and all building and equipment keys before picking up a final paycheck. The Town may not and shall not withhold earnings for failure to return

property but shall take appropriate action including legal prosecution for any Town-owned items that are not returned by a separating employee.

DISCIPLINARY ACTION

It is the intention of the Town to utilize disciplinary action in a constructive manner to motivate the employee toward proper conduct in the future. Situations of a minor nature are expected to be handled informally by the employee's immediate supervisor and may result in a verbal warning which may be documented and retained in the employee's personnel file.

Formal disciplinary action shall be administered by the Department Head in coordination with the Town Manager.

Suspensions and discharge are officially administered by the Town Manager. Department Heads may submit or be requested to submit recommendation for suspension or discharge to the Town manager for review.

Disciplinary actions may include any or all the following, which are not necessarily administered in order, nor are all types of disciplinary action required prior to discharge. The Town may immediately discharge an employee.

1. Verbal Reprimand is a verbal notice to an employee that his/her behavior or performance must be improved or corrected. A written record of the oral reprimand shall be placed in the employee's personnel file and a copy provided to the employee.
2. Written Reprimand is a written notice to an employee that his/her behavior or performance must be improved or corrected. Written reprimands shall be placed in the employee's personnel file and furnished to the employee.
3. Suspension is the temporary removal of an employee from duty, with or without pay. Suspensions shall vary in length depending upon the seriousness of the offense or frequency of occurrence. Suspensions shall be documented and placed in the employee's personnel file.
4. Discharge (also may be referred to as Dismissal or Involuntary Termination) is the removal of an employee from the employ of the Town.

Employees may submit written explanations or responses to disciplinary actions to their personnel file. In some cases, particularly discharge, an employee may have certain additional due process rights.

PERFORMANCE IMPROVEMENT PLAN (PIP)

In efforts to rectify disciplinary action, an employee may be placed on a performance improvement plan (PIP). The purpose of this plan is to provide the employee the opportunity to correct performance and behaviors in the workplace. Employees on a PIP will be evaluated periodically by the department manager in efforts to measure progress.

A staff member whose performance, attendance, or conduct does not meet the Town's standards will receive a written warning/counseling and will be provided a clarification of expectations along with a 90-day time period to demonstrate improvement. The manager placing the employee on a PIP is required to document the meeting by outlining the topics discussed during the meeting,

goals for improvement, and activities which the employee must complete with a corresponding timeframe.

If the deficiencies are not corrected during the allotted time, termination procedures should be followed.

If staff member's performance, attendance, or conduct improve, the employee will have successfully completed the PIP and no further disciplinary action shall be taken.

CAUSES FOR DEMOTION, SUSPENSION OR DISMISSAL

A permanent employee may be demoted, suspended, or dismissed when, in the judgment of the department head the employee's work or misconduct so warrants. When the department head takes such action, he or she shall file a written notification with the Town Manager and the Human Resource department containing a statement of reasons for the action. The employee shall be notified of the effective date of the action. Employees may be demoted, dismissed, or suspended without pay for violation of these rules which include, but are not limited to, the following:

1. Violation of town and/or personnel policies, procedures or rules.
2. Incompetency or inefficiency in the performance of assigned duties.
3. Offensiveness or unequal conduct or treatment toward fellow employees or the public.
4. Violation of any lawful official regulation, or order, or failure to obey any lawful and reasonable direction given by a supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in lower morale in the organization or result in a loss, inconvenience, or injury to the Town's service or to the public.
5. Solicitation or taking for personal use a fee, gift, or other valuable thing in the course of work, or in connection with it, when such fee, gift, or other valuable thing solicited or given might be construed to be a means of receiving a favor or obtaining better treatment than that accorded other persons either on a present or future basis.
6. Failure to pay or make reasonable provisions for payment of just debts owed the Town in a timely manner.
7. Conviction of a felony or other serious crime.
8. Inattention to duty, tardiness to excess, laziness, carelessness, and unnecessary breakage or loss of property.
9. Absence from work for three (3) business days in a row without proper notification to immediate supervisor as required by the personnel policies and procedures.
10. The employee has been subject to an excessive number of accidents, resulting in personal injury, injury to others, and/or Town property.
11. The employee has been guilty of attempting to use political influence in securing or attaining a position or salary increase. Soliciting elected officials to intercede for or attempt to influence officers or supervisory employees in personnel matters shall be construed as violations of these rules.

12. Dishonesty in connection with assigned duties and responsibilities as an employee of the Town.
13. Immorality or lack of integrity in connection with assigned duties and responsibilities as an employee of the Town.
14. Excessive absenteeism and/or abuse of time off.
15. Violation of departmental rules.
16. Willful violation of any safety rule or practice.
17. Guilty of conduct unbecoming of an employee of the Town's service whether on duty, or off.
18. Intoxication while on duty, or use of alcoholic beverages, or any form of intoxicants, or narcotics, except such drugs as are being used upon the advice and prescription of a physician, during working hours.

None of the foregoing shall be deemed to prevent the demotion, dismissal, or suspension of an employee for any reason which is justifiable, even though such cause is not among those enumerated, provided, however, that an employee shall have the right of appeal. Any action taken against an employee for violation of these rules shall take into consideration the employee's service record.

EMPLOYEE ARREST OF CHARGE

POLICY

As a condition of employment with the Town of Pembroke Park, employees are required to notify their immediate supervisors, no later than the next working day, when an employee has been arrested or when information has been filed by a prosecuting official against him/her for an offense or violation of law and/or when the employee is indicted by a Grand Jury. This shall include, but not be limited to violation of probation, promise/notice to appear, injunction for any prohibited violent or threatening behavior, or moving traffic violations. Failure to notify shall result in appropriate disciplinary action, including termination of employment.

Under no circumstances may the employee report for duty without prior consent from the Human Resources Director following an arrest/indictment, promise to appear, or conviction.

PROCEDURE

The Town will conduct its own independent investigation taking into consideration the employee's testimony and will review any police report or other available documents. The Town will evaluate each arrest/indictment on a case by case basis taking into consideration multiple factors including:

- The nature and severity of the alleged incident or crime,
- The totality of circumstances surrounding the incident,
- The employee's job responsibilities, job location, and potential interaction with employees and the public,

- Employment record of the employee (e.g., performance, length of service, etc.)
- Circumstances that adversely affect the staff member's attendance,
- The future potential for conflict that may arise,
- Any other factors the Town, in its sole discretion, deems relevant.

If the employee pleads nolo contendere or guilty, enters into a plea agreement including pre-trial intervention or is tried and found guilty of any felonious charge and/or crime involving dishonesty or moral turpitude, the employee may be immediately terminated from Town of Pembroke Park employment. In the event such person is tried and acquitted, or the information or indictment is dismissed or quashed, the Town Manager will review his/her employment status to determine whether reinstatement or continuing employment is appropriate.

Employees arrested or indicted by a Grand Jury or on whom information has been filed by a prosecuting official for a felonious offense, a crime involving dishonesty or moral turpitude, or a charge that could be related to their work, may be placed on Administrative Leave with or without pay with approval of the Town Manager.

If an incident or charge is directly work related, or the offense is of a serious nature, nothing shall preclude the Town from initiating disciplinary action independent of any judicial hearing or proceeding.

Employees are also required to notify the Human Resources Director of the outcome of all criminal drug statute or alcohol related criminal charges on the next business day after any change in status, including the notification of a conviction, a plea of guilty, an adjudication of guilt, a plea of nolo contendere, an adjudication withheld, an acquittal or a dismissal of the charges. A failure to report a drug or alcohol conviction to the Town within the applicable time periods will result in immediate termination of the employee, unless good cause exists for the employee's failure to report the conviction to the Town

EMPLOYEE PROCEDURAL RIGHTS

INVOLUNTARY TERMINATION AND PROCEDURAL RIGHTS

The Town Manager, Divisional Directors, and Chartered Positions serve at the pleasure of the Town Commission. All other employees shall be terminated by the Town Manager.

Terminated employees have certain due process rights prior to discharge or other adverse employment decisions if they have a liberty or property interest that is affected by the adverse employment action.

Where an employment decision could be stigmatizing to the employee, and the Town intends to place a record of the action in the employee's personnel file (which makes it potentially subject to public disclosure) or if the action would foreclose a definite range of future employment opportunities, an employee shall be provided notice of the action and an opportunity to respond prior to the employment action.

Stigmatizing reasons for discipline or discharge may include dishonesty, immorality, moral turpitude, criminality, racism, harassment, falsifying forms, drug use, engaging in prostitution, use

of position to obtain kickbacks or other privileges, or other charges impugning the employee's moral character.

Charges of incompetence, negligence, poor attendance, insubordination, failure to meet performance standards, failure to submit required forms or documentation and related performance-based criteria have typically been held to be insufficiently stigmatizing to trigger a liberty interest.

In cases where public disclosure of stigmatizing information is possible, the employee shall receive oral or written notice of the charges, an explanation of the evidence and an opportunity to respond and clear his/her name prior to the decision being finalized and documented in the personnel file. The employee shall direct their response to the Town Manager, who may consult with the Town Attorney, Mayor and/or Commission as needed.

This process is a procedural protection and in no way limits the Town's at-will employment status. The findings of the Town Manager are final, shall be stated in writing and provided to the employee as well as documented within the personnel file.

RIGHT OF APPEAL

Any permanent employee who is discharged may appeal such action in writing to the Town Manager within fifteen (15) business days after such action is taken. As promptly as possible, the employee shall be granted a hearing by the Town Manager and the department head concerned, at which time the employee and immediate supervisor may present relevant evidence regarding the action and the reasons, therefore. When the disciplinary action is personally initiated by the Town Manager, the hearing shall be conducted by the Town Commission. During any investigation or hearing, the Town Manager, or the Town Commission may direct any employee to attend and give testimony. Probationary employees who are terminated during the probation period are not permitted the right of appeal.

Any permanent employee who is demoted or suspended may appeal such action by filing a written grievance in keeping with the Town's grievance procedures. Any such grievance shall be filed within fifteen (15) working days from the date of action against the employee.

GRIEVANCE PROCEDURES

The Town intends to provide a constructive, positive work environment in which employees are empowered to contribute to the continuous improvement in the operations and services provided by the Town. To this end a formal grievance procedure is available to help resolve complaints of employees who believe they are not receiving fair treatment in the workplace.

STEP 1: Verbal Communication with Supervisor

Employees are encouraged to share their suggestions, as well as discuss any complaints or issues that may arise related to their employment and work environment with their immediate supervisor within five (5) working days from the time of the occurrence. The supervisor shall provide a verbal response to the complaint within five (5) working days of the discussion with the employee.

STEP 2: Written Communication with Department Head

Should an employee not find adequate resolution through verbal discussion with their immediate supervisor, the employee shall respond in writing to the employee's department head within five (5) working days from the oral response in Step 1.

The employee shall submit a written grievance to their department head which must include:

- ✓ Date of incident,
- ✓ Description of incident,
- ✓ Summary of previous discussion(s) with supervisor regarding the incident,
- ✓ Desired resolution, and
- ✓ Employee's printed name, signature and date of submission.

The department head shall provide a written response to the employee within five (5) working days of the receipt of the grievance.

STEP 3: Written Communication with Town Manager

If the grievance is not resolved in the first two steps, the employee may request a meeting with the Town Manager. This request must be in writing, dated and submitted within five (5) working days after receiving the response from Step 2. The department head shall be copied on the request.

The meeting with the Town Manager and the employee shall occur within ten (10) working days of receipt of the request to meet, or on a date mutually convenient for all parties. At the Manager's discretion this meeting may include the department head and/or supervisor, and/or other Town representatives as appropriate. At the employee's option, the meeting may include a fellow employee or other representative.

The Town Manager, or designated representative, shall provide a written response to the employee within ten working days of the meeting. The Town Manager's response to the grievance is final.

WORK RULES AND CODE OF CONDUCT

The workplace brings together many different types of people whose unique perspectives and individual skills and talents add tremendous value to the Town of Pembroke Park. All employees, officers, and volunteers, at every level within the organization, are expected to treat each other as respected and valuable colleagues. Employees are required to engage respectfully with elected or appointed officials in all forms of communication, both verbal and written.

CODE OF ETHICS

Employees and officials of the Town of Pembroke Park are bound by the both the State of Florida and the Town's Code of Ethics.

FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES

Chapter 112 (Part III) of the Florida Statutes and the "Code of Ethics for Public Officers and Employees" which states in part, that "no officer or employee of a state agency or of a county, city or other political subdivision of the state shall have any interest, financial or otherwise, direct or indirect, engage in any business transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his duties in the public interest."

All Town employees shall be furnished with a copy of Florida Statutes Chapter 112 (Part III) during their orientation. All employees are required to review the Statute along with the employment Rules and Regulations for their respective department. This information shall serve as a guide for employee conduct while in the employ of the Town.

PEMBROKE PARK EMPLOYEE CODE OF ETHICS

Article IX, Chapter 2, 260 of the Town Code states, "Employees of the Town hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in the exercise and performance of their official duties. Further, Town employees must act in a manner that promotes public trust and confidence in government with complete transparency and honesty in their services and must avoid even the appearance or perception of impropriety. The Town Commission recognizes that, in the furtherance of these fundamental principles, there is a need for clear and reasonable standards of ethical conduct. This Pembroke Park Employee Code of Ethics establishes those standards." The following sections provide the expected code of conduct employees of the Town shall follow.

Gifts

Town employees shall not solicit or accept any gift, regardless of value, in their official capacity as employees, nor shall they solicit or accept any gift in either an official or personal capacity that may be reasonably perceived to be given to encourage or discourage them from taking any action in connection with their Town employment.

Lobbying

Town employees should avoid even the appearance of impropriety in their interaction and dealings with lobbyists registered with the Town and in their interaction and dealings with Town vendors and prospective vendors.

To promote full and complete transparency, lobbyists, Town vendors, and prospective vendors who intend to meet or otherwise communicate with a Town employee, either at such employee's office or elsewhere on Town government premises, for the purpose of influencing a decision to be made by the Town Commission, a decision to be made by any decision-making body under the jurisdiction of the Town Commission, or a final procurement decision to be made by a Town employee, must complete a contact log as prepared and maintained by the Town Manager. This contact log shall be completed for each individual Town employee with whom the lobbyist, Town vendor, or prospective vendor intends to meet or communicate. The contact log shall be legibly completed contemporaneously with the meeting and shall be available for public inspection in a database designated by the Town Manager.

To further promote full and complete transparency, a Town employee shall disclose any meeting outside of his or her Town office, any telephonic discussion, or electronic communication with a registered lobbyist, Town vendor or prospective vendor, during or in which meeting, discussion or other communication the lobbyist, Town vendor, or prospective vendor seeks to influence a decision to be made by the Town Commission, decision to be made by any decision-making body of the Town, or a final procurement decision to be made by a Town employee.

A Town employee is prohibited from lobbying on behalf of an outside principal or employer for compensation, Town Commissioners, members of any Town Selection/Evaluation committee, or the governmental unit in which he or she is employed. Lobbying does not include providing information, advice or recommendations to any Town Commissioner or member of a Selection/Evaluation committee in furtherance of the employee's job responsibilities. Except as stated in this paragraph, Town employees may engage in lobbying activities provided such activities would not be inconsistent with their public duties or the provisions of Chapter 112, Florida Statutes.

Outside Employment

For purposes of this section, other employment means any compensated employment performed by a Town employee aside from his or her employment with the Town, including any part-time employment, self-employment, or consultant-related employment. Town employees may engage in other employment provided:

1. The other employment will not be inconsistent with the employee's public duties or the provisions of Chapter 112, Florida Statutes; or
2. The individual or business entity for whom the Town employee will engage in other employment is not a vendor under contract with Town or a prospective vendor seeking to do business with Town.

Prohibition on Use of Town Position for Personal or Private Gain

No Town employee shall use his or her municipal position or powers and duties to secure a financial benefit for himself or herself, an immediate family member or any private organization in which he or she is deemed to have an interest.

Future Employment

No Town employee may ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion

pending before the Town employee, either individually or as a member of a Town Committee, while the matter is pending or within the 30 days following final disposition of the matter.

Use of Town Resources

Town resources shall be used solely for lawful Town purposes. Town resources include, but are not limited to, Town personnel, and the Town's money, vehicles, equipment, materials, supplies or other property.

No Town employee may use or permit the use of Town resources for personal or private purposes, but this provision shall not be construed as prohibiting:

1. Any use of Town resources authorized by law or Town policy.
2. The use of Town resources for personal or private purposes when provided to a Town officer or employee as part of his or her compensation; or
3. The occasional and incidental use during the business day of Town telephones and computers for necessary personal matters such as family care and changes in work schedule.

Nepotism

No Town employee or consultant may participate in any decision specifically to appoint, hire, promote, discipline or discharge an family member for any position at, for, or within the Town.

Political Solicitations

No Town employee shall directly or indirectly compel or induce a subordinate employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.

No Town employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining or in any manner changing the official rank, status or compensation of any Town employee, or an applicant for a position as a Town employee, on the basis of the giving or withholding or neglecting to make any contributions in money or service or any other valuable thing for any political purpose.

Elected Public Office

A Town employee seeking elected public office is not permitted to engage in any activity related to seeking the office during working hours or in other ways which might constitute an inappropriate use of Town time and resources or lead to the impression that the Town government endorses his or her candidacy.

The prohibition against the use of Town time and resources in a campaign for elective office includes a ban against using Town equipment, including vehicles, telephones, copy machines, inter-office mail, or other equipment owned by the Town. The employee/candidate is prohibited from participation in campaign activities off duty wearing a Town uniform or driving a Town vehicle.

Town employees are prohibited from soliciting campaign contributions or any in kind gifts to support his or her campaign, including soliciting campaign workers or contributions from among Town employees when the solicitation takes place on duty or when the solicitation could be

reasonably construed as having a connection to a real or expected employment decision. The employee/candidate for public office must avoid the appearance or reality of a conflict of interest between their employment with the Town and the outside candidacy.

A Town employee choosing to run for elected public office must disclose his/her candidacy to the employee's immediate supervisor and the head of their Department within three (3) business days after the time the employee becomes an official candidate by filing the necessary candidate papers. All campaign-related activities by an employee/candidate occurring before official candidacy are also subject to these restrictions.

The employee/candidate must take reasonable steps, with approval by his or her supervisor, to minimize the prospect of a conflict of interest between the employee/candidate's work duties and campaign activities. These steps may include the use of annual leave, personal days, or unpaid leave of absence following approval in advance by his/her supervisor pursuant to Town policies.

Confidential Information

No Town employee who acquires confidential information in the course of exercising or performing his or her powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing his or her official powers or duties.

Enforcement Procedures

The authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics is vested in the Town Manager. A Town employee may appeal the decision of the Town Manager by filing a written appeal to the Town Commission within fifteen (15) business days of the final decision of the Town Manager is rendered. The Town Commission may affirm, modify or reverse the disciplinary decision rendered by the Town Manager.

The authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics by the Town Manager, Directors or any Chartered Position is vested in the Town Commission.

Town Commission shall have the authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics when the Town Manager fails to do so, or when the Town Commission determines that such investigation is required.

FREEDOM OF INFORMATION ACT AND PUBLIC RECORDS ACT

It is the policy of the Town of Pembroke Park to comply fully with the Freedom of Information Act. All individuals are entitled to certain and specific information regarding the affairs of government and the actions of public officials and public employees.

All FOIA requests are to be immediately directed to and processed by the Town Clerk or his/her designee. Requests for public information may be either oral or written and ideally are handled within five business days after the request has been received. In some cases, an extension may be required, and certain information may be denied or redacted. Originals of any documents shall not be allowed to leave Town property, and the costs associated with compiling and providing the information shall be charged.

PUBLIC RECORDS

Under no circumstance may an employee remove documents, photos, reports, personal or personnel information or any sensitive material that is the property of the Town of Pembroke Park.

Employees found to be in violation of this policy may be disciplined, up to and including discharge.

PERSONAL CONDUCT

All persons employed by the Town must remain constantly aware of their responsibilities to the public and of the fact that they are representatives of the Town. It is expected that their conduct and appearance shall be commensurate with the positions which they hold.

Town employees are frequently called upon to express opinions and to provide information concerning the Town government, its operations and its policies. Expressions of opinions should be carefully weighed in the light of their probable affect and should be based upon facts within the knowledge of the employee. A Town employee is not deprived of the rights of citizenship which affords the right of free speech. He should be keenly aware of responsibilities and privileges as an employee of the Town and understand that personal opinions shall often be interpreted by others as representing the official opinion of the Town.

Employees shall be well informed concerning the policies and operations of Town government. Such responsibilities increase with the importance of the position held. Admitting lack of knowledge concerning a question asked is far superior to an incorrect answer, but if the situation requires it, the employee, under such circumstances, should refer the questioner to the proper source of information or obtain the actual facts and inform the person making the inquiry.

Employees are expected to refrain from repeating rumors and from creating dissension within the organization.

Employees shall visit departments other than those in which employed only on official business. Reasonable breaks in routine work may be taken as long as the privilege is not abused but loitering is expressly forbidden. Any employee who has completed assigned tasks, or the work for which that employee is responsible shall report to a supervisor for assignment of other duties.

OUTSIDE EMPLOYMENT GUIDELINES

Full-time Town employees wishing to hold supplemental, part-time employment in addition to his or her Town employment must request approval in writing to their department head and must do so each year that supplemental employment is held on their Town anniversary date.

The request should include the:

- Name of the employer.
- Nature of the employment and duties to be performed; and
- Approximate number of hours to be worked per week.

The Town Manager shall determine whether a conflict of interest exists or if the employee's ability to effectively perform their Town work shall be hampered and shall inform the employee in writing of his or her determination.

A conflict of interest may include, but is not limited to:

- Any employment, activity, or enterprise which involves for private gain the use of the Town's time, facilities, equipment, supplies, or prestige or influence of the Town Office.
- Any activity which involves receipt or acceptance of any money or other consideration from anyone other than the Town for performance of an act with the employee should be required or expected to render in the regular course of their Town employment.
- Any activity which involves a performance of an act other than in their capacity as a Town employee which may later be subject to the control, inspection, review, or enforcement by the employee or the department in which they work; or
- Any activity which involves so much of an employee's time that it impairs their attendance or efficiency in the performance of their duties.

Employees may not wear a Town uniform, work shoes/boots, or any other apparel furnished by the Town in performing outside work. Outside work may not be performed during regularly scheduled Town work hours or at a Town facility, and no Town resources, equipment, tools or supplies may be used for outside work.

POLITICAL ACTIVITY AND VOTING TIME

All employees should register to vote and should exercise this privilege at each opportunity afforded. It is Town policy that it is in the public interest and at governmental benefit to remove career employees from the arena of partisan political activity. Florida statutes impose certain restrictions on the political activities of state, county, and municipal officers and employees.

Also, those employees in positions supported in whole or in part by Federal funds may be subject to those restrictions contained in the federal "Hatch Act." The following prohibitions shall apply to all Town officers and employees:

- No person shall promise, attempt, or use political position, influence, or coercion in an effort to erode the merit system nature of the Town work force by patronage or favoritism for past or future political influences or services, either implied or actual.
- The Town of Pembroke Park shall not permit the use of its equipment, property, facilities or supplies for partisan political purposes.
- Employees shall not take an active political role on behalf of any candidate or incumbent for Town elective office.
- Employees shall not be solicited for contributions or any other sort of support or influence for any political party, office, or candidate, either from other employees, superiors, elected officials, or candidates.
- A Town employee who becomes a candidate for any public elective office shall, at the time of formally qualifying, resign in good standing from the Town service in accordance with Florida elections and resign to run applicable laws.

Violations of any of these restrictions shall result in disciplinary action including discharge, as determined by the provisions of these rules.

Full-time regular employees shall be granted one (1) hour off to vote at the start or end of their shift,

provided such time does not result in the Town having to replace employees at overtime rates of pay and coverage is maintained in, each department.

Employees interested in utilizing voting time must request the use of such time at least twenty-four (24) hours in advance of using such time. Granting the use of such time under all conditions shall be made at the discretion of the department head.

Active political campaigning or solicitations for political contributions while on duty is strictly prohibited.

POLITICAL ACTIVITY AND GENERAL SOLICITATION

The Town does not discourage political participation or activity. However, certain restrictions are imposed to ensure the integrity and impartiality of the Town. In this regard:

- Employees of the Town shall not engage in political activities on behalf of a candidate for partisan or non-partisan election during those hours when the employee is being compensated for the performance of his/her duties as a Town of Pembroke Park employee. This includes distributing or circulating literature or paraphernalia for or against an issue or candidate.
- Solicitation and/or distribution of literature, including signing and circulating petitions for candidates, propositions and other political matters, is prohibited during working hours or in work areas. Working hours include the actual working time of both the individual performing the solicitation or distribution and the employee to whom it is directed.
- Employees of the Town shall not solicit, receive or in any way participate in soliciting or receiving any assessment, subscription or contribution for any political party or any political purpose whatsoever, during those hours when the employee is being compensated for the performance of his/her duties as a Town of Pembroke Park employee.
- Employees involved with political campaigns shall do so as private citizens. Employment status with the Town shall not be referenced when campaigning for or against any candidate or ballot issue, question or proposal. Employees involved with political activity shall neither claim to represent the Town nor claim their views or opinions reflect the views or opinions of the Town.
- Equipment, materials and supplies belonging to the Town, including the Town's letterhead, business cards or other such material supplied by the Town, shall not be used in support of political activities.

Employees who become candidates for the Town Commission of the Town of Pembroke Park shall be required to take a leave of absence without pay when that employee complies with the candidacy filing requirements or sixty (60) days before any election relating to that position, whichever date is closest to the election. Employees who are elected to Town Commission must resign their Town employment prior to the commencement of their term of office.

CUSTOMER SERVICE

The Town of Pembroke Park always requires employees to represent the Town in a positive manner and treat customers and residents with courtesy and respect .

Employees should be prepared to listen patiently to complaints and deal with them in a helpful, professional manner. Residents or customers who become unreasonable, abusive or harassing should be

referred to the employee's supervisor.

PUBLIC STATEMENT/PRESS CALLS

Unless otherwise delegated, the Town Manager is the official designated spokesperson for Town staff. Employees should refer all requests for formal statements, interviews, and related activities to the Town Manager. Employees may not make formal statements on behalf of the Town, except in cases of sharing routine, information, without prior authorization.

THE WORKPLACE AND TOWN RESOURCES

APPEARANCE

Your appearance is important to demonstrating the professionalism of Town organization. For this reason, each employee is expected to report for work each day with appropriate hygiene, appearance and attire for his or her position.

Personal cleanliness is a must for all employees. Body odors, strong perfume or smoke may all be particularly offensive to the public or coworkers. Employees should take pride in their personal hygiene and appearance and report to work clean and groomed appropriately.

Attire should be consistent with job responsibilities and should not jeopardize the safety of the employee or distract others. Anyone reporting to work in inappropriate clothing shall be sent home to change.

It is impossible to describe or define every possible acceptable or unacceptable example of attire. Clothing should be in keeping with the image of a professional organization; the following is prohibited:

- Excessively worn, torn or dirty clothing,
- Clothing with suggestive or offensive logos, pictures, insignia, etc.,
- Very tight, revealing or otherwise sexually suggestive clothing, and
- Exercise attire including "sweats"

If in doubt, ask prior to wearing the item. Your supervisor shall determine whether attire is acceptable.

USE OF TOWN RESOURCES

Vehicles, materials, facilities and equipment owned by the Town are intended for Town business use only. Further, Town employees are expected to perform work related only to Town business while on work time. Specifically:

1. Mail & Letterhead - Employees may not use the Town's postage for personal mail. Additionally, employees should not routinely receive personal mail or package deliveries while at work. Town letterhead is to be used for official Town business only.
2. Phone - All phone lines are to be kept available for the Town's business. Personal calls must be held to a minimum. Employees are expected to reimburse any expense

associated with personal long-distance calls or excessive personal calls made using a Town telephone.

3. Cell Phone - Personal calls on Town cell phones are to be held to a minimum and are allowed provided only where personal use does not result in an overage of the contracted minutes. If the minutes are exceeded, the employee is required to pay the additional charges or costs.
4. Vehicles – Town-owned vehicles are to be used for official Town business only, unless otherwise approved by the Town Manager.
5. Equipment, Facilities and Supplies - Equipment, facilities and supplies are to be used for Town business only, including tools, machinery, computers, copiers, faxes and other office machines.
6. Personnel – Town personnel are only to perform work related to Town business and/or projects while on work time.

The Town's resources, including Town vehicles, may not be borrowed for personal use by employees.

EMPLOYEE IDENTIFICATION

It is the policy of the Town of Pembroke Park that all employees be photographed as a method of establishing proper identification and records for the employee. The identification shall be handled by the IT department during orientation.

The IT department shall issue picture identification cards to all employees except for the Fire Department.

Town identification cards are to be presented upon request. The cards are only to be used for employment purposes.

Upon separation of employment, identification cards shall be turned into the employee's department and submitted to the IT department along with a completed "Town Property Form" which shall authorize the tendering of the employee's last paycheck.

Employees are to report lost identification cards immediately. Replacement identification cards shall be reissued at a fee of five dollars ($5.00) each.

Upon expiration, the identification card is to be exchanged for a new card.

Identification cards shall expire five (5) years from the date of issuance and it shall be the employee's responsibility to get a new one from the IT department.

KEY DISPERSAL

Keys to Town buildings, facilities, vehicles or equipment may be issued to employees. Keys should never be duplicated, given or lent to anyone else, including a fellow employee, without prior approval from the Department Director. Lost or stolen items must be immediately reported to the Town Manager. All keys must be returned to the original employee immediately to prevent lost keys.

Uniforms and Safety Attire

The Town may issue directly, provide allowance for, or reimburse employees in certain departments for safety attire, work shoes/boots, uniforms, etc. These items are to be clean and worn with reasonable care. The Town shall replace worn or damaged items as needed and within reason, generally not more than once per year. Town attire or uniforms are considered Town property and are to be worn while on duty for Town business only.

Personal Articles in the Workplace & Search of Property

The Town is not responsible for lost or damaged personal articles brought into the workplace. All property belonging to the Town, including Town vehicles, computers, phones, desks, file cabinets, lockers and other storage areas, is subject to inspection or search at any time without notice to retrieve work-related materials or to investigate a violation of workplace rules. Employees should not have any expectation to privacy regarding Town premises.

Personal Workspace & Displays

Personal workspace is also considered property of the Town and is oftentimes accessible and viewable by co-workers and the public. Reasonable, tasteful displays of personal pictures, decorations, and related items are acceptable. However, any personal displays that violate harassment, code of conduct, or other policies shall be addressed as a violation according to those procedures. Your department head and/or the Town Manager have the final authority to determine what is acceptable.

Smoke-Free Workplace

In its commitment to providing a safe, healthy, and comfortable workplace for all employees, the Town of Pembroke Park maintains a smoke and tobacco-free environment. No smoking or other use of tobacco products (including, but not limited to, cigarettes, pipes, cigars, snuff, electronic cigarettes, or chewing tobacco) is permitted in any Town workspace (indoor and outdoor) or in vehicles owned, leased, or rented by the Town.

The Town of Pembroke Park does not employ individuals who have used tobacco products within twelve (12) months of submitting an employment application. All applicants for employment must sign an affidavit certifying that they have not used tobacco or tobacco products for at least twelve (12) months immediately preceding the date of application. Furthermore, an employee is prohibited from using tobacco products during his or her employment with the Town of Pembroke Park.

Compliance with the smoke-free workplace policy is mandatory for all employees. Employees who violate the policy are subject to corrective action, up to and including termination from employment.

Any employee who observes a violation of this policy should report it immediately to the Human Resources Director.

Care of Equipment

Employees are expected to follow prescribed safety procedures for equipment and vehicle usage,

refrain from and/or report equipment abuse and guard against equipment loss.

Should an employee encounter equipment malfunction or be involved in an accident, the incident should be immediately reported to the appropriate supervisor or department head. Intentional equipment abuse, careless use of equipment, or habitual loss of equipment shall not be tolerated and may result in disciplinary action, up to and including discharge.

VEHICLE USAGE

The Town allows certain job classifications to use Town-owned vehicles with prior supervisor approval.

- Employees who use their personal vehicles for Town business shall be reimbursed in accordance with the Florida mileage reimbursement rate.
- Any employee driving on Town business, whether using their own vehicle or the Town's, must have a valid Florida driver's license and a satisfactory driving record. Any restrictions on, or revocation of, an employee's legal right to drive must be immediately reported to the appropriate department head. The same applies for employees diagnosed with a medical condition which temporarily or permanently affects their ability to drive. Employees driving Town vehicles may be subject to regular driving history/DMV checks.
- Employees who drive a vehicle on Town business must exercise due diligence to drive safely, observe all traffic laws, speed limits and related rules of the road, and maintain the security of the vehicle and its contents. The use of hand-held cellphone is **prohibited** while operating vehicles.
- When riding in or operating the Town vehicles, safety belts shall be worn by all.
- Employees shall promptly report to their supervisor or Department Head any accident with any Town vehicle that is operated by them or in their charge. Notification should be made to the local police agency so that a report can be prepared.
- If, in the event of an accident, carelessness or negligence on the part of the operating employee is determined to be a contributing factor, charges will be brought against the employee, leading up to termination. Drivers are responsible for any driving infractions or fines that result from their driving and must report them to their supervisor.
- No one other than authorized Town employees is authorized to drive or ride in Town vehicles, unless prior approval has been obtained from the Town Manager.
- Employees may transport citizens in the Town vehicles only for an authorized purpose, and/or with the approval of a Department Head.
- Smoking is strictly prohibited in Town vehicles.

TAKE HOME VEHICLES

Employees with an assigned take home vehicle will be subject to a bi-weekly taxable fringe benefit as per the IRS Commuting Rule. The Town does not allow the employee, nor any individual whose use would be taxable to the employee, to use the vehicle for personal purposes other than for commuting or de minimis personal use (such as a stop for a personal errand on the way between

a business delivery and the employee's home).

CREDIT CARDS

The Town recognizes that in certain instances, it is in its best interests to issue a Town credit card to certain employees. Town credit cards are limited to employees in positions that demonstrate that having a credit card shall assist them in performing their assigned responsibilities. Any issuance of a Town credit card must first be authorized by the Town Manager.

The credit card may only be used for the purchase of goods or services related to the official business of the Town. It is not to be used for any personal business.

Any employee that is issued a Town credit card is responsible for the card's protection and custody and shall immediately notify the Finance Director, if the card is lost or stolen.

The issuance of a Town credit card is a privilege that may be revoked at any time. Any card holder found in violation of this policy may be forced to surrender the card and may be subject to discipline. Employees shall surrender their Town credit card upon request, including at the time of termination.

SAFETY

The Town believes in maintaining safe and healthy working conditions for its employees. Establishment and maintenance of a safe work environment is the shared responsibility of the Town and employees from all levels of the organization. The Town will attempt to do everything within its control to assure a safe environment and compliance with federal, state and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities. All perceived safety hazards are to be reported immediately to the Town Manager, Department Supervisor, or the Human Resources department.

Employees are expected to continually be on the lookout for unsafe working conditions or practices. If an employee observes an unsafe condition, the employee should warn others, if possible, and report that condition to the Town Manager, Department Supervisor, or the Human Resources department immediately. If an employee has a question regarding the safety of the workplace and practices, ask a supervisor for clarification. Any issues on safety will be investigated and rectified to ensure employees safety at work.

To achieve the goal of providing a safe workplace, each employee must be safety conscious. The Town encourages employees to provide suggestions to enhance the work experience through comments, suggestions, or complaints.

GENERAL SAFETY RULES:

- OSHA approved footwear is to be worn if deemed required by department.
- All issued Personal Protective Equipment (PPE) such as eyewear, back braces, hard hats, safety vests, hearing protection and all others are always to be used as appropriate for the task assigned.
- All employees must follow the standard method of lifting. If the load is over twenty-five (25) pounds, back braces are required to be worn. If the load is over fifty (50) pounds, you must obtain assistance.

- All spills, broken glass, debris or any other hazard, must be cleaned up if you are assigned to complete such activities and if you are not able to complete the cleanup, you are to report the issue to a supervisor or Department Head immediately.
- Any defective tools/equipment/machines must be taken out of service and reported to a supervisor or Department Head immediately.
- All machines/equipment must be operated in a safe manner. Shut off/unplug any machines/equipment before making any adjustments, cleaning or repairs.
- Report all accidents or injuries to your supervisor or Department Head immediately. You must complete the required written reports as required as soon as possible. This report should be forwarded to the Human Resources department immediately. Failure to file the required reports, may lead to delays in the subsequent investigations which can affect medical benefits and possible disciplinary action.
- Any employees that come into contact with any type of body fluids/waste must adhere to the Center for Disease Control Universal Precaution Guidelines.
- All unknown materials are to be considered hazardous and appropriate precautions taken.
- Filing false statements, reports, timesheets and all other documents constitutes a falsification of records and is subject to immediate termination.
- MP3 Players, headphones and all similar type devices during working hours is prohibited except for authorized break and lunch periods. Single ear Bluetooth devices for phone use is permitted.

BUILDING SECURITY

In order to ensure the security of the Town Hall, all visitors will be required to be escorted by Town personnel while in secured areas. All visitors must report to the receptionist and advise their reason for being in the building. The front door to Town Hall will always be locked, and all visitors will enter through the rear door.

After Town Hall working hours, the rear door to Town Hall will be locked, and visitors are to utilize the intercom at the rear of Town Hall to request admittance. During this after-hours period, caution should be exercised when admitting persons to utilize the telephone, restrooms, or water fountain as the building is closed. Any person that is found in the secured areas of the building who is unknown should be challenged as to their business in Town Hall.

The following visitors do not require escort; however, their movements should be limited: Any Government Official (Town of Pembroke Park, other Municipalities, County, US Government).
family members of employee, visitors who are personally known, recognized, or whose purpose (such as repairman) has been previously announced.

ACCEPTABLE USE POLICY

The Acceptable Use Policy establishes a minimum set of rules of behavior for users of Town of Pembroke Park (TPP) IT (Information Technology) resources. Personal and Contractor owned devices that are connected to TPP systems or used to store TPP or client related data are also considered IT resources.

ENFORCEMENT

Users of IT Resources who violate these rules of behavior may be subject to company disciplinary action and/or criminal prosecution. Such action will be at the discretion of the appropriate TPP management in conformance with the Disciplinary Action Policy section in the employee handbook and TPP Information Security Policy. Third party users who violate these rules of behavior may be subject to account revocation and/or

Ethical and Appropriate Use

TPP provides the IT Resources to assist users in performing their job responsibilities. The resources are to be used for legitimate and authorized business purposes only. Incidental and reasonable personal use of TPP's IT Resources (e.g. Internet, email) is acceptable, if it does not consume more than a trivial amount of Company resources (financial, bandwidth, etc.), adversely affect the intended business use of the IT Resources, or impair a user's job performance.

The display of any sexually explicit image, document or text on any IT Resources is prohibited and in violation of TPP's sexual harassment policies. Sexually explicit material may not be accessed, archived, stored, distributed, edited or recorded using any IT Resources. Material that is, or could reasonably be regarded as, derogatory or discriminatory based on race, sex, religion, national origin, age, sexual orientation or disability, or is fraudulent, harassing, embarrassing, profane, obscene, intimidating, defamatory or otherwise unlawful, may not be sent, either within TPP or from TPP to someone outside TPP, by email or other form of electronic communication (such as bulletin board systems, newsgroups and chat groups) or displayed or stored using IT Resources.

In their use of IT Resources, users must comply with all state, federal and international laws, including the laws and regulations of any state, city, province or other jurisdiction and any laws

governing intellectual property and online activities. Users are prohibited from using TPP's IT Resources for any other business solicitation or profitmaking activities. Without prior written permission of the Chief Information Officer, IT Resources may not be used for dissemination or storage of commercial or personal advertisements, solicitations or promotions

User Monitoring and Privacy

Users acknowledge that they have no expectation of privacy regarding their activity on TPP IT Resources.

All TPP IT Resources are always subject to monitoring and auditing. Users should expect that electronic communication may be accessed by authorized supervisors, local system administrators, Information Security, Legal and Human Resources with or without the permission of the employee. However, no other users may monitor or access IT Resources of another user without the express approval of the Chief Information Officer and Chief Human Resources Officer

Passwords and User IDs

Passwords for all TPP IT Resources are considered private and confidential. Users are prohibited **from sharing any of their system passwords with anyone.**

Note: In the process of troubleshooting an end user issue with an IT Resource over the phone or in person, a Technical Support associate may need to reset a users' password. If the user has any reason to question any aspects of the way the Technical Support technician is handling the

situation, they should contact mpakula@townofpembrokepark.com. Technical Support Technicians **WILL NOT** send notifications directing users to change an existing password to a specific password; or otherwise solicit their password to be submitted via message. Such methods are often unsolicited attempts on public services such as banking to obtain unauthorized access to an account. If this happens, contact mpakula@townofpembrokepark.com

To minimize the risk of compromising systems as a result of poor password selection, users are responsible or selecting passwords that are difficult to break. **Wherever technically supported and not configured centrally,** the following password criteria should be employed:

- Passwords must be a minimum of 8 Characters.
- Passwords should have 3 or more of the following types of characters:
  - Lowercase characters
  - Uppercase characters
  - Numbers
  - Symbols
- Passwords must be changed every 120 days, and passwords must not be re-used for at least 6 iterations.
- Dictionary words, derivatives of User IDs, and common character or easily guessable sequences such as "123456", "Password", may not be used.
- Personal details such as a spouse's name, social security numbers, and birthdays may not be used unless accompanied by additional unrelated characters.
- Proper names, geographical locations, common acronyms, and slang may not be used.
- Personal Identification Numbers (PINs) may be used for authentication on designated systems (such as voicemail), in instances where the target asset is low sensitivity, the system does not support passwords, or the PIN is used in conjunction with another factor to authenticate the user (such as a hard-soft token or device fingerprint, out of wallet/knowledge-based authentication). If exposed or compromised, passwords/pins must be changed immediately. **Passwords/pins must not be written down**
- Passwords must not be saved or "remembered" within applications (i.e. when a dialog box has a 'save password' box to check).
- Passwords must not be hard coded into programs/function keys/macros etc.
- Passwords must not be stored in an unencrypted format

USER ACCOUNTABILITY

User access to IT Resources is tied directly to an individual's User ID. Users are accountable for all actions associated with the use of their assigned User ID and will be held responsible for unauthorized actions found to be intentional, malicious, or negligent. Each user must protect their user ID by:

1. Never allowing another person to use or share his/her logon session; because the session is directly associated with an individual's User ID, the user is personally accountable for all actions performed with the ID.
2. Locking the workstation or logging off an active session when leaving the workstation

DATA CONFIDENTIALITY AND SECURITY

All data on TPP IT resources is classified as Company Confidential information, unless otherwise specified. If you come into contact with sensitive (i.e. Highly Confidential) company, associate, or customer information (i.e. credit card numbers, personally identifiable information, protected health information) that you were not the intended recipient of, or otherwise do not have business justification to access, notify the Information Security department immediately.

Information must be handled in accordance with requirements associated with its classification. Users are prohibited from sharing TPP Confidential or Highly Confidential information with a third party unless the third party has been authorized to receive that information in accordance with the Third-Party Management Program.

UNAUTHORIZED ACCESS

Users are forbidden from taking actions that are intended to breach or may result in a breach of TPP's or any other companies' or individuals' security, confidentiality or privacy of information assets. These actions include, but are not limited to:

1. Accessing an account not assigned to the user or one in which they have not been expressly authorized.
2. Taking actions meant to capture information to which the user is not authorized, such as network sniffing, network mapping, port scanning or vulnerability scanning.
3. Circumventing any authentication or security mechanism.
4. Interfering with or denying service to any authorized user or process. Users should note that the **ability** to perform an action does not correspond with the **authority** to perform that action

Note: Designated personnel may perform the above listed activities in the course of their duties. These individuals authorized by the TPP Chief Information Security Officer. No other individuals may perform these functions, regardless of their intent.

TOWN WEBSITE

The Town Website currently has main informational pages and then individual department pages. The Main Town Webpage shall be managed by the Clerk's Office. All requests for updates/changes to the Main Town Website must be submitted in writing to the Clerk's Office. Each Department will be responsible for updating their individual department webpages. Oversight of this procedure will be provided by the IT Department. It is important to note that some employees may have access to modify the Main Town Page, however, the Clerk's Office is the only authorized party to make changes to the Main Page. Town Website credentials shall not be shared with any unauthorized users.

Denial of Service

Users may not initiate actions which results in limited or preventing other authorized users or systems from performing authorized functions by deliberately generating excessive network traffic (with the exception of performance or load testing by the IT department), and thereby limiting or blocking telecommunications capabilities. This prohibition includes:

- The creation or forwarding of unauthorized mass mailings such as "chain letters".
- Messages with excessively large attachments or embedded graphics that consume large quantities of network bandwidth or streaming excessive video/music.

Malicious Code

Users are prohibited from intentionally writing, compiling, copying, propagating, executing, or introducing in any manner any code designed to self-replicate, damage, or otherwise hinder the performance of any TPP IT Resource. Examples of these include computer viruses, worms, and Trojan horses.

To prevent this from occurring, unsolicited emails with suspect subject lines/text, attachments, hyperlinks, even if from a known individual, should not be opened or executed. Antivirus/antimalware/antispyware software, device specific firewalls, and other security software installed by the IT Department on company PCs, servers, and other devices should not be suspended, removed, or otherwise interfered with without express approval from the IT Infrastructure department. Users should take reasonable precautions to prevent the propagation of malicious code amongst TPP IT Resources by evaluating the credibility of a link, email, SMS, or attachment received by a user.

Tips for evaluating credibility include:

- Evaluating what was received.
- Does it appear to be a Microsoft Office (Word/Excel) or Adobe document but carry a different file extension (i.e.' .exe')?
- If it includes a link/URL, does it look odd or attempt to download or execute a file? For example, links that make use of a subdomain such as www.<legitamite_destination>.<fake_destination> .com or use top level domain such as ".in" or " .tk" verses " .com" or ".net" may be suspicious.
- Is it soliciting an action from you, such as divulging personal or corporate information about you or others, such as phone numbers, titles, user IDs/passwords, company procedures?
- Is it asking you to download or install something?
- Evaluating the source.
- Is this a known source whose identity has been reasonably confirmed, and should be contacting you?

- If it is a known sender, are there signs that they are being impersonated by sending a non-specific message, requesting something unusual, or leveraging an unusual communication medium?

PERSONAL (USER OWNED/LEASED) AND CONTRACTOR DEVICES

Only TPP owned/leased/managed personal computers are permitted to access the Corporate Network. Contractor and employee computers may connect to designated guest networks. Personal mobile devices including smartphones and tablets are permitted to connect to TPP systems through the enterprise Mobile Device Management (MDM) utility.

See "Mobile Devices" section for further provisions

Personal mobile devices are prohibited from connecting to the TPP corporate Wi-Fi network, but are permitted to connect to designated guest networks

MOBILE DEVICES - SMARTPHONES, TABLETS, PERSONAL DIGITAL ASSISTANTS, AND JUMP DRIVES

Smartphones or Tablets that access TPP systems may only do so provided they are secured with the company-provided Mobile Device Management utility. TPP Information Technology will provide limited support for personal devices approved to access company resources. Support is limited to the Mobile Device Management utility and any other TPP- provided software. Users are responsible for:

1. Costs associated with wireless data plans, personal software purchases/licensing, replacement of lost device, repairs to damaged device.
2. Registering and maintaining device warranty.
3. Service/billing disputes with seller/wireless carrier.
4. Backing up all personal data.
5. Device troubleshooting with manufacturer or wireless carrier

TPP-provided mobile devices are supported by the TPP IT Department. Users are responsible for the following:

1. Costs associated with personal software purchases/licensing.
2. Backing up any personal data.

Users are required to notify the Service/Help Desk immediately in the event of a lost or stolen mobile device, or a device that is sold, given to another individual, sent for repair, or disposed of. Devices will be wiped remotely or reset in the following scenarios:

- Device is lost, stolen, changes custody, or believed to be compromised.
- User is found to be in violation of this policy.
- User no longer has a working relationship with TPP.

- User fails to authenticate successfully after an established number of attempts, in which case the device will be configured to automatically reset.

Users who connect personal devices through the corporate Mobile Device Management Utility recognize and understand that some functionality may be disabled to preserve the security and effective utilization of TPP IT Infrastructure. TPP retains the right to perform limited monitoring and take certain actions on personal mobile devices configured to access TPP data or systems.

TPP may monitor and/or block any activity when leveraging the corporate network as the conduit to the Internet (e.g. browsing the internet while connected to corporate Wi-Fi). TPP may monitor or inspect security configurations, Mobile Device Management (MDM) profiles, and operating system version/patch levels. TPP may block some devices if found to present risk to TPP data or systems.

TPP will perform a "selective wipe" of a device if lost or stolen, which will only remove company data.

TPP may leverage device location monitoring to aid in the recovery of lost or stolen devices. Users are prohibited from compromising, replacing, or significantly altering the operating systems of mobile devices (e.g. jailbreaking or rooting a smartphone or tablet). Devices that are found to have been inappropriately configured in this regard will be blocked from accessing the TPP environment.

Mobile devices with Wi-Fi capability should not be configured to connect automatically to unsecured wireless access points. Wi-Fi capabilities should be turned off when not in use. Mobile devices should not be configured to download Apps from Third Party marketplaces or other untrusted sources. Third party marketplaces circumvent screening and protections put in place by Operating System manufacturers and can be a source of mobile malware.

The Apple App store, Android Marketplace, BlackBerry App World and Windows App Store are examples of de facto platform marketplaces.

Direct downloads from websites or Third-Party marketplaces not endorsed by platform manufacturers should be avoided. Users are prohibited from inserting jump drives, flash drives or any peripheral devices whose origin is not trusted into TPP devices. Jump drives whose origin is known must be scanned by Antivirus/Antimalware utilities prior to use. Highly Confidential company data may not be stored on jump drives or flash drives without the use of encryption.

Users are prohibited from configuring devices to connect to assets not specifically sanctioned or supported by the Information Technology department. Users are prohibited from texting, emailing, surfing the internet, or other distracting activities while operating a motor vehicle. Users should leverage hands free calling capabilities while driving, in accordance with local laws and as necessary to ensure the safety of the user and others

Users are not permitted to change any default settings on a Town-issued phone, iPad, or any other device without prior written authorization from the IT Director.

MESSAGING (EMAIL, TEXT, SMS, INSTANT MESSAGE)

To limit capacity and email processing performance issues, do not use TPP corporate email accounts to sign up for non-work-related solicitations and notifications. The following rules are required by law and are to be strictly adhered to:

1. It is strictly prohibited to send or forward messages containing libelous, defamatory, offensive, racist or obscene remarks. If you receive message of this nature, users must promptly notify their supervisor.
2. Do not forge or attempt to forge messages.
3. Do not send messages using another person's account.
4. Do not disguise or attempt to disguise your identity when sending messages

Users should not transmit sensitive information via messaging systems, such as usernames, passwords, credit card information, and social security numbers. If it is necessary to send sensitive information via email, encryption must be used.

Users are prohibited from sending broadcast e-mails such as chain letters, advertisements that are for personal gain or use.

Users are prohibited from using personal email accounts (Gmail, Yahoo, AOL etc.) to conduct TPP business. Email accounts should only be publicized for TPP business use.

Users are Prohibited from Turning ON I Message in Town owned I Phones. This Feature must always remain **DISABLED.**

INTERNET USAGE

Users are prohibited from using public cloud or other third-party services not procured by TPP IT (such as Gmail, Google Docs, Dropbox) to store or transmit TPP Confidential or Highly Confidential data. Do not download unauthorized content, files or software from the Internet. Do not engage in personal Internet activity that interferes with normal business activities. Any personal use cannot:

- Be associated with for-profit outside business activity,
- Involve solicitation, or
- Impact the TPP brand identity

Do not engage in inappropriate or potentially harmful Internet or communications activities, including but not limited to:

- Posting or disclosing non-public TPP information on any publicly accessible Internet computer, bulletin board, chat room, blogs and social media sites.
- Clicking on pop-up links on social media and other websites.
- Participating in gambling activities.
- Using the Internet for unlawful or malicious activities.
- Accessing pornographic or other objectionable material.
- Using abusive or objectionable language or harassment.

- Violating trademark or copyright laws.
- Misrepresenting oneself or TPP.
- Engaging in other activities that could cause congestion and disruption of networks and systems, including the sending of chain messages.
- Responding to external inquiries when not authorized to do so (e.g. press inquiries, sales calls).

When using social media, disclosing TPP information or otherwise representing yourself as a TPP Employee is prohibited. Professional networking sites such as LinkedIn are acceptable, providing company information is not disclosed therein. Designated employees who manage TPP's social networking assets are exempt from this provision within the confines of TPP social media accounts

SOCIAL MEDIA, SOCIAL NETWORKING, AND BLOGGING

This document defines the social networking and social media procedure for the Town of Pembroke Park, the "Town". To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, Town departments may consider using social media tools to reach a broader audience. The Town encourages the use of social media to further the goals of the Town and the missions of its departments, where appropriate. The Town has an overriding interest and expectation in deciding what is "spoken" on its behalf on social media sites. This procedure establishes guidelines for the use of social media.

All Town social media accounts will have login and password credentials for those authorized to have access to post and never be linked to someone's personal page without prior consent by the Town Manager. All individuals posting will have training on archiving and public records management as it pertains to social media. All Town social media pages are to be managed by the Town Manager's designee. The Town has multiple social media pages, of which each designee is responsible for providing accurate information that professionally represents the Town. IT provides additional oversight for usage and permissions of the social media sites. Designees and users of the social media sites must be pre-approved by the Town Manager. Social media credentials may be not shared with any unauthorized users.

PERSONAL USE

All Town employees may have personal social media accounts/blogs. These accounts/blogs should remain personal in nature and be used to share personal opinions or non-work-related information. Following this outline helps ensure a distinction between sharing personal and Town views.

Town employees must never use their Town e-mail in conjunction with any personal social media accounts/blogs.

The following guidance is for Town employees, who decide to have personal social media accounts/blogs or who decide to comment on posts about official Town business:

- Always state your name and, if relevant, role, when discussing Town business.

- Use a disclaimer such as: "The postings on this site are of my own and don't reflect or represent the opinions of the Town of Pembroke Park, for which I work."
- Always write in the first person and please consider that even anonymous postings on blogs/social media accounts can be traced.
- When participating in online communities, the employee should not misrepresent himself or any roll he/she may have within the Town.
- Think twice before posting. The employee is personally responsible for the content published on blogs, Wikipedia or any other form of user-generated media. Please remember that postings on the internet, even if removed/deleted by a user, are either permanently archived or could be saved as screen shots by other users, meaning that everything an employee publishes could be visible to the world permanently. Prior to publishing any post that could make a viewer uncomfortable, employees should review and reconsider that post. If the employee remains unsure and the post is related to the Town, the employee should speak with the Public Information Officer or Human Resources Department.
- Employees should not post comments on work-related legal matters unless he/she has received written legal approval by the Town to do so.
- The use of ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the Town's workplace is strictly prohibited. Proper consideration for the privacy of others and for topics that may be considered objectionable or inflammatory (like religion or politics) should be exercised.
- Personal grievances and/or comments that compromise or disrupt the efficient operation of the Administration or represent the Town in a negative light are discouraged.
- Employees must refrain from speech containing obscene or sexually graphic or explicit material, images, acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias.
- Employees should ensure that all Facebook, Linked-in, Twitter, Instagram or YouTube profiles and related content are consistent with how he/she wishes to present himself/herself with clients and colleagues.
- Do not create a link to the Town's website.
- Do not use the Town's Seal, logo, other intellectual property, or proprietary graphics, or any copyrighted materials.

Employees are responsible for what they post online. Employees who engage in blogging or social networking on the Internet should be mindful that their postings, even if done off premises and while off duty, could have an adverse effect on the Town's legitimate business interests.

REMOTE ACCESS

Any IT Resource used for remote access to TPP IT Resources that is not the property of TPP must be configured to comply with TPP Information Security Policies, Standards, and Procedures. Remote access to the TPP network may not be conducted with a personal or public (i.e. kiosk or internet café) computer. Outlook Web Access is excluded from this provision as it does not

facilitate connectivity to the company network. Outlook Web Access should generally not be used on public or kiosk type computers as they may have malware installed.

See section entitled "Mobile Devices" for provisions specific to related devices

SOFTWARE

Peer to Peer File Sharing programs such as BitTorrent clients, Kazaa, LimeWire, Napster etc. are not permitted on IT Resources. Remote Control/Remote Administration software (e.g. PC Anywhere or Microsoft Remote Desktop Connection, Pocket PC) are not permitted to manage IT Resources, with the exception of those used in an official capacity by the Information Technology department to provide support and administration activities. Users are prohibited from installing Shareware/Freeware, or any software not licensed specifically to TPP.

PHYSICAL SECURITY AND UNATTENDED EQUIPMENT/INFORMATION

Users are responsible for the physical security of IT Resources provisioned to them. Portable devices such as laptops, phones, and tablets should not be left unsecured when left for extended periods, whether within TPP facilities or offsite. Portable devices should be physically locked in a cabinet or through use of a cable when left anywhere for extended periods. Portable devices should not be kept in the passenger compartment of cars but kept out of site and locked in the trunk.

Users staying in hotels should not depend on the security of the hotel room to protect a portable device. Devices left for extended periods should be cable locked or put into a hotel safe. When travelling by air, laptops should be identified with a luggage tag, taken as carry-on luggage whenever possible, and kept in constant contact aboard the aircraft or when in an airport.

Terminate active sessions when finished and secure the workstation or mobile device with an appropriate locking mechanism when leaving the system unattended (i.e. password protected screen saver). Maintain a clean and secure desk and/or work area to reduce the risks of information being inappropriately disclosed, used, altered or destroyed. Remove printouts and faxes from devices immediately. Dispose of documents labeled Confidential or Confidential/Proprietary in appropriate locked shred bins or shred them using a cross-cut type shredder.

SECURITY INCIDENTS

Users and management are required to report all security incidents or suspicious activity (viruses, intrusion attempts, system compromises, offensive emails, inadequate protection of sensitive data, phishing attacks) to the Service/Help Desk or the Information Security department (mpakula@townofpembrokepark.com) as soon as encountered.

DEFINITION OF TERMS

Anniversary Date – The calendar date on which any of the following occur: Completion of probationary period, Promotion or demotion to another position

Appointing Authority – The Town Commission or department heads who have the authority to appoint or remove employees under their jurisdiction.

Classification – A position or group of positions which involve a comparable level of duties and responsibilities and similar qualifications and is designated by a title indicative of the kind of work and for which the same pay range can be applied with reasonable equity.

Classification Plan – A thorough compilation of job descriptions which have been organized according to class.

Compensation – Wages. salaries, fees, allowances, and all other forms of valuable consideration or the amount of any one or more of them paid to an employee, by reason of service rendered in any position, but not including any allowances for expenses authorized and incurred as incidental to employment and which may be separately authorized and/or reimbursed.

Compensation Plan – A schedule of compensation established for each class of positions so that all positions of a given class shall be paid in the same pay range established for the class.

Comprehensive Emergency Management Plan (CEMP) – A strategic document that is a blueprint for an emergency management program containing the 4 phases of emergency management: mitigation, preparedness, response, and recovery.

Conduct Unbecoming – refers to the conduct on the part of a certified professional that is contrary to the public interests, or which harms his/her standing of the profession in the eyes of the public.

Continuity of Operations Program (COOP) – the initiative that ensures that government departments/agencies are able to continue operation of their essential functions under a broad range of circumstances including all-hazard emergencies as well as natural, man-made, and technological threats and national security emergencies.

Data Information Assets – Any data, electronic file, record, printed material, message or communication, etc. This is to include ALL data residing in, accessed by, processed by, used, by, transmitted by or through, or generated by those information assets regardless of its medium, media, format, or storage device from its creation or inception through its disposal

Department Head – Employees of the Town designated to be head of a department.

Department Operating Centers (DOCs) – established and activated by individual departments to coordinate and control actions specific to that department during an emergency event.

Demotion – A change in employment status from a position of one class to a position of another class having a lower maximum pay rate than the original class.

Dismissal – Complete separation of an employee from the employment of the Town.

Employee – Any employee of the Town covered by the provisions of these rules and regulations.

(FLSA) Exempt Employment – Employees who are exempt from the overtime provisions under the definitions of the Fair Labor Standards Act (i.e. salaried employees).

Full Time Employee – An employee who has successfully completed the probationary period and who works 40 or more hours per week.

Hardware Information Assets – Any hardware, personal computer, server, workstation, network, router, switch, tape, CD, disk, mobile computing device (phones/smartphones/PDAs, tablets, jump drives/flash drives)

Information Technology (IT) Resources - Any of the following information assets, which are purchased by, owned by, leased to, contracted by, operated by, used by, or controlled by TPP regardless of media, form, or format.

Temporary Employee – Employee whose tenure is intended to be of limited duration (i.e., filling in for illness, vacations, summer months, maternity leave) and usually not to exceed six months in duration. Such employment may be either full or part time.

Job Description – A narrative statement describing the current duties, responsibilities, general requirements, and qualifications for a single position.

Layoff – Separation of a permanently appointed employee from a position in the personnel system because of the reduction on workload available, lack of funds by the Town, abolishment of the position after study, material alteration in the organization or for other related causes.

Overtime – Overtime is any hours worked in excess of the scheduled work hours.

Performance Evaluation – The periodic evaluation or appraisal of an employee's work performance.

Part-Time Employee – Any employee who works less than forty (40) hours per week.

Probationary Employee – An employee who has:

- Not completed the required probationary period; or
- Been placed into probationary status for cause.

Probationary Period – A working test period and an integral part of the evaluation, testing, and/or examination process during which the employee is required to demonstrate fitness for the position by satisfactory performance of the duties of the position and by satisfactory conduct and attendance as prior conditions to receiving permanent status. Initial probationary periods shall normally be one year for Fire Department personnel included in the collective bargaining unit and six months for all other employees. Employees placed on probation for cause may be placed into that status for durations determined by their department heads or the Town Commission.

Promotion – The upgrading of an employee from a position of one class to a position of another class which has a higher maximum pay rate.

Reclassification – The action taken to officially change an existing position to a different appropriate class because of a change in the duties, responsibilities, and/or requirements of the existing position, or because of a revision to the classification.

Resignation – The voluntary termination of employment by an employee.

Software Information Assets – Any software, program, business application, operating system, script, macro, service, voicemail system, Intranet/Extranet, etc.

Suspension – Enforced leave of absence, without pay, of an employee for disciplinary purposes or, with

or without pay, as determined by the Town Commission, during the investigation of alleged misconduct of the employee.

Temporary employee – An employee employed for a period of up to 90 days, when permanent employment for the job to be performed is not anticipated.

Transfer – Change of an employee from one position to another.

Users - Users of IT Resources include company and affiliate employees, contractors, and consultants, and any other individual under TPP's control or influence, that directly accesses IT Resources.

Vacancy – A position established in a current budget as duly created and not currently occupied by an incumbent

ACKNOWLEDGMENT AND RECEIPT

I have received my copy of the Employee Handbook.

The employee handbook describes important information about Town of Pembroke Park, and I understand that I should consult with the Department of Human Resources, or Town Manager regarding any questions not answered in the handbook. I have entered my employment relationship with Town of Pembroke Park voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or Town of Pembroke Park can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.

I understand and agree that no manager, supervisor, or representative of Town of Pembroke Park has any authority to enter into any agreement for employment other than at-will.

This manual and the policies and procedures contained herein supersede all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with Town of Pembroke Park. By distributing this handbook, Town of Pembroke Park expressly revokes all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by Town of Pembroke Park, and the Town reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. The Town Manager can adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at Town of Pembroke Park is employment at-will, which may be terminated at the will of either Town of Pembroke Park or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Town of Pembroke Park or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

_____

Employee's Signature

_____

Employee's Name (Print)

_____

Date

verifies the Electronic Signature of this document

SIGNATURE	
Signer Name:	Marlen Martell
User ID:	Marlen4nmb
Date Electronically Signed:	Feb 4, 2022 03:02 PM EST
File Name:	2021-12 employee handbook approved by commission-adpdms-348.pdf
Display Name:	2021-12 Employee Handbook Approved by Commission

TOWN OF PEMBROKE PARK

General Overview of Investigative Procedures

RE: General Overview of Investigative Procedures POLICY: _____
EFFECTIVE DATE #: _____ UPDATED: _____

OBJECTIVE:

The Town of Pembroke Park strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The environment of the Town should be characterized by mutual trust and the absence of intimidation, oppression and exploitation. The Town of Pembroke Park will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, The Town of Pembroke Park will seek to prevent, correct and discipline behavior that violates this policy.

All employees, regardless of their positions, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

Employees who knowingly allow or tolerate discrimination, harassment or retaliation, including the failure to immediately report such misconduct to human resources (HR), are in violation of this policy and subject to discipline. Malicious or false allegations may result in disciplinary action.

CONFIDENTIALITY:

The Town has determined if a complaint of misconduct is filed against a Town employee by another Town employee or resident/business owner. All information obtained pursuant to an investigation of misconduct is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until the investigation ceases to be active.

COMPLAINT PROCEDURE:

When a formal complaint is filed by another party the initial complaint will be reviewed by the Town Manager, Town Attorney, and Human Resources Director. Once reviewed the committee will determine whether a workplace investigation is necessary in order to address the employee's complaint based on the nature and severity of the complaint and the information provided.

Complaints investigated will conclude in the following two ways:

1. Concluded the investigation with a finding not to proceed with disciplinary action or file charges; or
2. Concluded the investigation with a finding to proceed with disciplinary action or file charges.

The following shall be the procedure for the making and investigation of all complaints:

Step 1: Any Employee who believes they are a victim of misconduct may request a meeting, within ten (10) working days of the occurrence, with the Human Resources Director to discuss the Employee's complaint. The meeting shall be on an informal basis; however, a written record of the meeting shall be made. The Employee may present any evidence supporting the Employee's complaint. The Human Resources Director shall investigate the complaint and issue a written statement of findings to the complainant, within thirty (30) working days of the meeting.

Step 2: In the event that the Employee is not satisfied with the decision of the Human Resources Director, the Employee shall prepare written objections to the Human Resources Director's decision within ten (10) working days of the date of the decision. The objections shall be delivered to the Town Manager who shall schedule a meeting with the Employee within ten (10) working days of receipt of the objections. At this meeting, the Employee will have the opportunity to present evidence supporting the Employee's objections. This meeting shall be audio recorded. Following this meeting, the Town Manager shall further investigate the matter and issue a written statement of findings to the complainant, within ten (10) working days. The decision of the Town Manager shall be considered final.

Investigative Procedures.

A. At a minimum, the investigation shall include interviews of the alleged victim, the alleged offender(s), and all individual(s) who have been identified as those with knowledge of the alleged infraction(s). The Town shall maintain the confidentiality of the complainant unless disclosure otherwise is required by law or by agreement;

B. If the complaint is sustained, a copy of the investigative summary report and the

resulting corrective action shall be immediately placed in the offending Employee's personnel file. All investigative supporting documents shall be retained in the investigative file in accordance with state retention requirements;

C. The Human Resources Director shall send, by certified mail or hand delivery, copies of all written statements and documents related to the complaint, to the individual(s) who are the subject of the investigation and to the Town Manager on the date of issuance of the report; and

D. If, during the investigation of the complaint, the complainant or any witness complains of retaliation, the investigator, upon verification of the retaliation, shall recommend, and the Town Manager shall order, such interim relief deemed necessary to protect the complainant and the witness(es). Such relief may include, but need not be limited to, discipline or transfer of the offenders and/or transfer of the complainant or witness(es) if requested by the complainant or witness(es).

Penalties and Violations

Any Employee determined to have violated this policy will be subject to appropriate discipline, up to and including the termination of the Employee's employment from the Town.

Outside Counsel

In the event the Town Manager, Town Attorney, Human Resources Director, or Town Commission are the subject of the complaint. The Town must contract out to Outside Counsel to ensure a fair investigative process. The cost and expense of Outside Counsel to conduct an investigation pursuant to this section shall not exceed $25,000 without the prior approval of the Town Commission. Outside counsel shall advise the Town if an investigation reaches $20,000 in cost and expense to ensure that the Town Manager has an opportunity to seek additional funding for the investigation from the Town Commission, if necessary.

Acting Town Manager: _____ 10/18/23. Date: SEPTEMBER 5, 2023

{00578

TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT

POLICY AND PROCEDURES

PROCEDURE FOR TAKE-HOME VEHICLES (THV)

RE:	Take-Home Vehicle Policy	POLICY:	2022.0202
EFFECTIVE DATE #:	November 15, 2022	UPDATED:	

Policy:
The policy of the Town of Pembroke Park and Pembroke Park Building Department is to assign Department vehicles to full time employees whose job function requires the use of a department vehicle. All employees will follow procedures pursuant to the following guidelines and procedures.

Purpose:
This procedure is intended to be a guide to facilitate and to provide uniformity with the rules and expectations for the assigned personnel with a take-home vehicle from the Building Department.

Definitions:

Automated Vehicle Locator (AVL) System – A means for automatically determining and transmitting the geographic location of a vehicle. This data, from one or more vehicles with Global Positioning Satellite (GPS) equipment installed, then may be collected by a vehicle tracking system for a record of vehicle travel.

Department Vehicle – any motor vehicle as defined by Florida statues that is owned, rented, or leased by the Town of Pembroke Park and assigned to the Building Department for its use.

Take-Home Vehicle Program – a program for staff who live within the corporate County limits who are assigned a building department vehicle for use in accordance with Departmental policies and procedures.

Threshold Alert – an automatic notification generated by the AVL system when a department vehicle exceeds a pre-determined speed or geographic limit.

Employee Accountability:

A. All employees will operate Department vehicles safely and are held accountable for damage to Department property.

B. Only authorized persons shall operate Department vehicles.

C. Operators of vehicles will not violate traffic laws, nor shall they permit a passenger to violate

the law.

D. Supervisors have a responsibility to notify employees of any violations of conduct observed or brought to their attention and will document any corrective action.

E. Employees will not consume any intoxicants for eight hours before using a department vehicle.

F. While operating a department vehicle, employees are prohibited from patronizing bars or any establishments that would result in public criticism.

G. Employees who are taking prescription or non-prescription drugs that may affect their ability to operate a motor vehicle will not drive a department vehicle.

H. Department vehicles are not used for transporting any items not related to the performance of the employee's duties unless otherwise approved by the Building Official or his or her designee.

Inspections:

A. Before operating Department vehicles, employees will examine the interior and exterior of the vehicle for any missing items, damage to the vehicle, and or items not belonging to the vehicle. Any damage or operational defect will be reported to a supervisor and documented.

B. The supervisor will be responsible for an inspection of vehicles within their area of responsibility or employees under their supervision to be conducted at least once a month for cleanliness, supplies, operation of equipment and recent damage.

C. It is the inspecting supervisor's responsibility to correct any deficiencies or address any policy violations.

D. Failure to maintain an issued vehicle (mechanical needs, supply, or cleanliness) will result in the employee forfeiting seniority consideration in the assignment of vehicles.

Modifications, Maintenance and Repairs:

A. Employees are responsible for the proper care of any Department vehicle under their operation. Modifications to vehicles are strictly forbidden except by authorized personnel. This includes both permanent and temporary modifications.

B. Modifications include any changes to the physical condition of the vehicle or actions that result in exceeding the manufacturer's specifications for normal intended use. This includes but is not limited to removing, installing, disabling, or altering any vehicle components such as body panels, interior trim panels, dashboard, consoles, seats, visors, or any computer or technology system.

C. Alterations include but are not limited to drilling holes, mounting, or anchoring items using hook and loop material such as Velcro, adhesives, and magnets. Temporary modifications

include but are not limited to using "Y" connectors that allow multiple devices to plug into a single power port.

D. Computer technology systems include but are not limited to laptop computers and their docking mounts, camera systems, wired and wireless communications systems, lights, and their associated wiring and/or cabling including electrical power, grounding, voice and data cabling and antennas.

E. All requests must be approved by the Building Official or his/her designee. Approved devices must be secured and/or anchored to avoid injury in the event of an accident and installed by authorized vendors or staff. Fans and other motorized equipment are prohibited. Devices that cool and/or heat are prohibited.

F. No stickers or other material will be affixed to the exterior or interior of the vehicle.

G. Vehicles exterior are to be washed regularly and interiors are to be kept neat and clean by the employee.

H. Employees will check the fluid levels of the vehicles and ensure the vehicles have adequate fuel to complete his or her assignments and shift responsibilities.

I. When mechanical vehicle repairs are needed the requestor will:

1) Call the supervisor for direction on the vendor to assess and complete the repairs.

2) Send email with the problem description to the supervisor identifying the needed repairs and the location of the vehicle.

3) Upon approval, the vehicle will be repaired at the authorized vendor.

J. Preventive Maintenance (PM) will be scheduled by the assigned staff at a designated vendor and the employee will be notified.

K. Repairs will be made at the designated vendor, unless emergency repairs are necessary during Department sponsored travel, and with supervisory approval.

L. Use or introduction of any fuel, oil, lubricant, or other additive other than those supplied by designated vendor(s) is prohibited unless necessary while on Department authorized travel.

M. Once a vehicle is identified to need a repair or is due for service, and has been delivered to the designated vendor, no one is to remove or operate the vehicle until repairs have been completed.

N. Physical damage repairs from crash or other incident will be coordinated through the supervisor to ensure proper notification to the Town Manager and the Human Resources Director.

Automated Vehicle Locator (AVL) System: (GIS)

A. Employees shall not tamper with the GPS receiver, antenna, wring, software, or attempt to hinder the system's designed performance. Violations shall result in disciplinary action.

B. When a known problem occurs with the AVL system the employee must immediately notify the supervisor and report the problems to the IT Director.

Fuel Credit Card Usage:

A. All authorized drivers will use the Fuel Card for fuel that goes into Pembroke Park Building Department vehicles. The Fuel Card should stay in the vehicle and is only authorized for the purchase of fuel.

1. The cards are assigned to the specific vehicles and may not be used for any other vehicle.

B. All authorized drivers will receive a Driver ID Number (DID) from the Fleet Coordinator. This number identifies you as an authorized Pembroke Park Building Department driver. Unless you misplace or forget it, your DID number should not change. You should not share your DID number with any other person/employee.

C. For the majority of stations with self-service (pay at the pump), you will insert the card into the pump, follow the instructions and you will be prompted for the following:

1. Driver ID Number (DID).

2. Current odometer (no tenths of miles) enters the odometer reading accurately.

3. Once this information is entered, you will be able to pump your fuel.

D. All authorized drivers are expected to use regular fuel and select the lowest fuel prices. Some vehicles may require mid-grade to premium fuel, but many recent models actually run more efficiently on regular fuel. All premium and mid-grade purchases must be approved by the employee Supervisor.

E. A lost or stolen card must be reported immediately to the first available opportunity to the employee supervisor or to the Building Official, to facilitate immediate cancellation of the card. The Finance Director and the Town manager or their designee must also be notified, and a lost/stolen property report should be completed.

Take-Home Vehicle Program:

~~**A.** Resident Employee Take-Home Vehicle Program provides an employee vehicle, assigned to an employee for use. To be assigned such a vehicle, an employee must:~~

~~1. Reside within the corporate county limits of the Town of Pembroke Park.~~

2. ~~Any employee who moves within the corporate county limits of the Town of Pembroke Park is eligible to participate in the take-home vehicle program and will be assigned a vehicle as soon as one is available once the employee becomes a resident.~~

3. ~~When an employee who participates in the take-home vehicle program ends their residency in the corporate county limits of the Town of Pembroke Park, such employee must immediately notify the Building Official or its designee of the change and turn in the vehicle.~~ Reserved.

B. The following rules apply to those employees who participate in the Take-Home Program:

1. Employees may use the vehicle to conduct personal business within County limits.

2. Employees will not transport non-departmental personnel in the vehicles.

C. Employees will dress appropriately when using the vehicle.

D. Employees will not wear short-shorts, tank tops, flip flops, etc., unless authorized by their immediate supervisor or the Building Official.

1. Employees will equip themselves with at minimum town identification.

E. Any employee on annual leave, earned personal leave, compensatory time, earned leave equal to or exceeding one work week (40 hours) will not keep possession of the take-home vehicle during such extended leave.

1. Assigned take-home vehicles will be left at the Town Hall Parking Lot at the end of the last work location preceding the start of leave.

F. All employees participating in the take-home car program will make their vehicle available for scheduled maintenance; failure to do so will result in loss of vehicle take-home privileges.

2. First violation, a 30-day suspension of take-home privileges.

3. Second violation, time to be determined by the Building Official.

G. Nothing in this policy will prohibit the Building Official or its designee from authorizing any member the use of a take-home vehicle ~~for a limited period of time~~ to address any identified need, such as commuting to another workplace in or out of the corporate county of the Town of Pembroke Park ~~after prior approval in writing by the Town Manager.~~

Seat belts Use and Responsibility:

A. All Department employees occupying a Town owned vehicle will use seat belts/restraining devices unless specifically exempted.

B. Seat belt usage is mandatory for citizens who are passengers in Town owned vehicles.

C. Child restraint device usage is mandatory while transporting a child in a Town owned Vehicle. FSS 316.613.

D. Procedures for seat belt use:

1. Exceptions to the wearing of seat belts will be granted for a specific incident or special operation by the Human Resources Director, The Town Manager, or the Town Attorney and in accordance with the town available policy or to their discretion as per the specific incident.

2. No person will operate a Town vehicle in which the driver's seat belt is inoperable. No person will be transported in the front passenger seat if the seatbelt is inoperable.

3. No person will disable or circumvent any seatbelt, supplemental restraint system, or restraint system warning device, either by disconnection, damage, or any other means.

DISCIPLINE:

A. Failure to comply with this policy may result in discipline up to and including termination of employment as determined by the Town manager, the HR Director and/or their designee.

Approved:

10/18/23

~~Juan Carlos (JC) Jimenez, Town Manager~~ Date: NOVEMBER 12, 2022

aleem Ghany.
acting Town manager

TOWN OF PEMBROKE PARK

Paid Parental Leave Policy

RE:	Paid Parental Leave Policy	POLICY:	2022.12.14(3)
EFFECTIVE DATE #:	December 14, 2022	UPDATED:	

POLICY:

Paid Parental leave provides leave with pay to enable eligible employees to care for and bond with a newborn, newly adopted, newly placed foster child, or with a child newly placed in the employee's guardianship, or in loco parentis (qualified placement).

Eligible male and female employees will receive a maximum of eight (8) weeks of paid parental leave per birth, adoption, or qualified placement of a child/children, for the purpose of bonding with the new child.

In no case will an employee receive more than one period of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption, or qualified placement event occurs within that 12-month time frame. An eligible employee includes a mother, father, stepparent, legal guardian, individual who is in loco parentis, or certified domestic partner of the parent at the time of the birth or date of the adoption or placement of the child.

GUIDELINES:

To be eligible for paid parental leave, a permanent full-time employee must have worked for the Town for at least twelve (12) months and worked at least 1,250 hours during the twelve-month period preceding the leave. Paid parental leave will run concurrently with the FMLA and must be utilized immediately starting the date of the birth, adoption, or qualified placement of a child. Annual leave and sick leave will continue to accrue during the period of paid parental leave, and the employee's regular payroll deductions for health insurance, retirement, and all other benefits will continue during the duration of paid parental leave.

PROCEDURE:

A. An eligible employee must submit all required documentation requesting FMLA leave at least thirty (30) days prior to the anticipated date of the leave. To the extent the 30-day notice is not possible, the employee must submit the documentation and FMLA request soon as possible.

B. Eligible employees will be paid at 100% of their base hourly rate of pay for their normal work schedule. Paid parental leave will be paid on a biweekly basis according to the Town's regularly scheduled payroll calendar. If a holiday occurs during paid parental leave, the employee will receive holiday pay in lieu of paid parental leave.

C. Approved paid parental leave must be taken on a continuous, consecutive basis during the period immediately starting the date of the birth, adoption, or placement of a child. Paid parental leave for the purpose of bonding with the child may not be used or extended beyond the eight-week time frame.

D. Any unused paid parental leave will be forfeited at the end of the allowed period. In the event two employees working in the same department share a child and are both eligible for paid parental leave at the same time, a staggered leave may be granted by the Department Head, but in no case will the combined leave extend beyond twelve (12) weeks following the birth, adoption, or qualified placement of the child.

E. Employees approved for paid parental leave shall not be eligible for leave donation under the provisions.

F. Upon voluntary termination of the employee's employment with the Town, he or she will not be paid for any unused paid parental leave for which he or she was eligible. Further, any employee who fails to return to work due to a voluntary termination following a paid parental leave or following the conclusion of FMLA leave shall reimburse the Town in an amount equivalent to the value of the paid parental leave taken either directly, or through deductions from his or her final paycheck if the balance is sufficient to cover the amount owed, or through a combination thereof.

COORDINATION OF BENEFITS:

A. Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, for any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth, adoption, or other qualified placement of a child, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave, whether paid or unpaid, granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. See the Employee Handbook for additional information on The Family and Medical Leave Act.

B. After the paid parental leave benefit is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees' accrued sick and vacation time if available. Applicable short-term disability benefits commence after paid parental leave is concluded and run concurrent with paid leave benefits; certain paid leave benefits including sick time, offset short-term disability benefits. Employees should review their short-term disability certificate for program information.

C. Upon exhaustion of accrued sick, vacation and personal time, any remaining leave will be unpaid leave.

REQUESTS FOR PAID PARENTAL LEAVE:

A. An eligible employee must submit a completed Paid Parental Leave HR form (see addendum #1), an approved FMLA "Designation Notice" (DOL form WH-382 – see addendum #2), and "Notice of Eligibility and Rights & Responsibilities" (DOL form WH-381 - see addendum #3) requesting FMLA Leave at least thirty (30) days prior to the anticipated date of the leave. To the extent the 30-day notice is not possible, the employee must submit the completed documentation as soon as possible.

*Note: For adoptions or placement of a child, the "Notice of Eligibility and Rights & Responsibilities" (DOL form WH-381 - see addendum #3) must be completed by you're the Human Resources Department.

*APPROVED, DECEMBER 14, 2022

AG
10/18/23

TOWN OF PEMBROKE PARK

Volunteer Time Off Program

RE:	Volunteer Time Off Program	POLICY:	2022.12.14(2)
EFFECTIVE DATE #:	December 14, 2022	UPDATED:	

POLICY:

The purpose of this policy is to outline the opportunities and procedures for the Town of Pembroke Park employees to engage in community volunteering activities. We encourage employees to volunteer at Town events and other local non-profit organizations.
The purpose of the Town of Pembroke Park's volunteer program is to:

- Support volunteer activities that enhance and serve the communities in which we live and work.
- Support communities that are impacted by disasters.
- Address issues that impact quality of life.

The additional purpose of this program is to create community engagement opportunities for the Town of Pembroke Park's employees that are meaningful, purposeful and helps those in need. At the same time, the Town of Pembroke Park recognizes that participating in these activities will also enrich and inspire the lives of our employees. 'Community' is not defined as just local community but may encompass a global perspective.

GUIDELINES:

All full-time employees who volunteer will receive hour for hour leave time added to their volunteer leave bank up to 20 hours. Volunteer hours will only be approved for 501(c)(3) nonprofit organizations or Town sponsored events where the employee is not paid to work. Volunteer leave bank hours must be used by the end of the calendar year.

More than one organization may be chosen. If you are not sure of the status of your chosen organization, please contact Human Resources for guidelines.

CRITERIA:

All full-time employees of the Town of Pembroke Park are eligible to participate in this program after one month from date-of-hire. The employee must be in good standing. Employees also must sign in at the Town Sponsored event or provide documentation that they volunteered at an eligible 501(c)(3) nonprofit to receive credit.

The Town of Pembroke Park reserves the right to modify, amend, suspend, or discontinue this program at any time without prior notice. The town also reserves the right to revoke approval if it is felt that the employee is misusing the program.

APPROVAL PROCESS:

The employee must submit the request form to Human Resources at least 5 days before the event for approval. Approval is at the discretion of the Town Manager and Human Resources.

Examples of appropriate uses for Volunteer Time Off Program:

- Volunteering at a Town Sponsored Event (i.e. Back to School Event, Fall Music Festival)
- Building a house for Habitat for Humanity
- Volunteering at a food bank
- Cleaning up a beach, park or trail
- Becoming a Big Brother/Big Sister
- Volunteering at a local hospital
- Volunteering at 501(c)(3) nonprofit (i.e. Feeding South Florida, Make a Wish, Goodwill)

APPROVED, DECEMBER 14, 2022

10/18/23

Volunteer Time Off Request Form

Date of request: _____

Employee name: _____

Charitable Organization Information:

Organization Name: _____

Event Name: _____

Address: _____

City/State/Zip: _____

Date and time of Event: _____

Total number of hours: _____

I certify that the information provided is complete and correct to the best of my knowledge. By checking this box, I verify that the volunteer efforts and recipient organization meet [company name]'s VTO guidelines.

_____

Employee signature Date

☐Approved ☐Disapproved

_____

Human Resources Signature Date

☐Approved ☐Disapproved

_____

Town Manager's Signature Date

Completed by HR: ___ Hours added to Volunteer Bank Date added to Bank: _____

SUBMIT COMPLETED FORM TO: hr@tppfl.gov

APPROVED, DECEMBER 14, 2022

TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT

POLICY AND PROCEDURES

PROCEDURE FOR BODY WORN CAMERAS (BWC)

RE:	Body Worn Cameras (BWC)	POLICY:	06 06 2022
EFFECTIVE DATE #:	June 6, 2022	UPDATED:	

Policy:
The following procedure outlines the necessary steps to utilize a body worn camera (BWC) to document Building and Code Enforcement (BCEO) interactions with the public by providing recorded evidence of actions, conditions, and statements. BCEO have a legal right to capture and record footage during all official interactions. This Standard Operating Procedure (SOP) applies to all Department BCEO and establishes guidelines for the use, maintenance, and management of the BWC.

Purpose:
This procedure is intended to be a guide to facilitate BCEO staff in the BWC use and management, for their Safety and Customer Service interaction(s); also, for as needed evidentiary purposes,

Procedure:
A. Building Code, and Code Enforcement BCEO (BCEO) who are assigned body worn recording equipment will adhere to the following procedures.

B. Operation and use of the BWC is Optional for all BCEO working in the Town of Pembroke Park duties, as follows:
   1. Regular On-duty assignments.
   2. Special events or any events where required attendance by the Town of Pembroke Park.

At the start of the BCEO shift or assignment, they will ensure the BWC system is functioning properly, and the following must be checked:

1. Check the status light(s) or start-up message (depending on the type of equipment) to ensure the system is ready.
2. Ensure the unit is fully charged prior to each shift or assignment or have spare batteries at the vehicle and ready to use.
3. BCEO who discover their issued equipment is not operating correctly must notify their immediate supervisor.
4. Supervisors will consider the type of damage and will determine the necessary actions to replace faulty equipment.

5. Mounting options are determined by the type of equipment issued and/or at the users' preference.

EQUIPMENT ACTIVATION:

A. The BWC may be activated prior to arriving to the area of inspection or at the BCEO discretion during the encounter with the citizen interactions or as soon as possible upon initiation of a citizen interaction.
   1. BCEO have discretion whether to record informal non- inspections, complaints, and other non-related interactions with the public.
   2. The BWC will be activated at the discretion of the BCEO if an involved party or bystander becomes confrontational.

B. The BWC will be activated by all BCEO when they anticipate or intends involvement in, the following situations:
   1. Potentially confrontational citizen contacts.
   2. building searches.
   3. Any other code enforcement activity which the BCEO feels could benefit from the use of the BWC.

A. The use of the BWC will be documented in all reports.

B. Upon initial contact and when reasonable, the BCEO can try to notify any citizen of the use of the BWC.

When asked, the BCEO will acknowledge the BWC is recording.

C. BCEO will only use their department issued BWC. Use of any unauthorized recording devices is not permitted.

D. At the conclusion of any encounter that may generate a complaint, BCEO will notify their supervisor so the supervisor may view the video and determine the appropriate actions or further instructions.

EQUIPMENT DEACTIVATION:

A. The BWC may only be deactivated once the interaction or incident is completed, or when the BCEO can articulate a reasonable level of safety which started the activation to stop recording. The following circumstances may be considered when deciding to terminate a recording:
   1. The recording is prohibited.

B. Unless conducting authorized official code enforcement business, the BWC operator is prohibited from using the system to:
   1. Record personal activities.
   2. Record conversations with fellow agency personnel without their knowledge during routine non-enforcement activities.

C. Record in places where there is a commonly held expectation of privacy, such as locker rooms, dressing rooms or restrooms.

D. BCEOs will not release, post, or share any BWC footage on any social media sites or any site on the internet.

E. BCEOs will not make copies of any BWC recordings for personal or any other use.

F. Tampering with the BWC or intentionally deploying any device which interferes with the operation of the BWC is prohibited.

G. BWC operators will not allow citizens to review the recordings unless an official inquiry or investigation is made, and such review would be consistent with governing rules, regulations, and laws.

H. Information recorded at some locations is likely to include highly sensitive personal information. When responding to complaints, investigations, and inspections at the following locations BCEO discretion will be utilized.
   1. Inside private residences
   2. Any areas where a reasonable person would expect to be private

I. In cases where an BCEO has captured restricted/prohibited footage, the BCEO will notify their immediate supervisor and provide the details of the incident.

VIEWING, DATA TRANSFER, AND BWC RECORDINGS:

A. Recordings should be viewed by BCEOs when preparing and categorizing incident reports to ensure the accuracy and consistency of the incident documentation.

B. Recordings may be accessed immediately, via the issued media player (PMP), or by accessing the storage server or software after the data has been uploaded.

C. BCEOs who will be working in official police related tasks (city overtime or contract overtime) may take their assigned BWC with them on their days off.

D. Supervisors may review video footage when requested by an BCEO for documentation of exemplary performance, heroic actions, or other praiseworthy service for appropriate recognition and commendation.

E. Any use of a BWC video for training purposes must be approved by the Town manager, the HR Department, the Town Attorney, and the Department Head.

SUPERVISOR RESPONSABILITIES:

A. will ensure BCEOs comply with all BWC related training and in addition:

B. Citizen Complaints:
   1. The reviewing supervisor will utilize any form or verbal request by the citizen and initiate an investigation of the allegations associated to the BWC (if applicable).
   2. Once the complaint is taken, the supervisor will review and mark any BWC video in as being involved in a complaint.

TRAINING:

A. BCEOs will receive hands-on training by the Town Attorney or his/her designee, prior to

being issued a BWC. The initial training will include at a minimum:

1. A review of this policy, relevant state and federal laws governing the BWC as determined by the Town Attorney.
2. Hardware operation, charging, docking, malfunctions, lost or damaged equipment by the IT Department.
3. Categorization, data transfer procedures, data access, security, and retention guidelines, reporting improper recordings by the Town Records Custodian (TRC).

B. Hands-on exercises that replicate operating the BWC, by the IT Department and/or his/her designee.

C. Additional training will be provided by the Human Resources Department, the Town Attorney, and the IT Department on an as needed basis.

DATA RETENTION AND PUBLIC RECORDS REQUESTS:

A. The release, dissemination, copying, broadcasting, or distributing of any portion of any BWC recording without the express prior approval of the Town of Pembroke Park Records Custodian (TRC), or his/her designee, is strictly prohibited.

B. Public records requests will be managed, and any findings will be released/provided by the TRC or his/her designee.

C. BWC Video Retention Guidelines:
   1. Unless otherwise specified below, all recordings shall be retained for thirty (30) days or as determined by the TRC and or will be retained pursuant to Florida State Statutes Public Records laws, the most stringing will govern.

D. All BWC recordings will be uploaded to the assigned storage place as determined by the TRC or his/her designee.

E. Release of BWC recordings will be governed by Florida State Statute Public Records laws and only by the TRC or his/her designee.

DISCIPLINE:

A. Failure to comply with this policy may result in discipline up to and including termination of employment as determined by the Town manager, the HR Department and/or their designee.

Approved:

06/28/2022

Juan Carlos (JC) Jimenez, Town Manager — Date

Updated: August 23, 2021

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

THE GENERAL ASSOCIATION OF MIRAMAR EMPLOYEES

Years: 10/01/2021 to 09/30/2024

TABLE OF CONTENTS

Article 1	Preamble	5
Article 2	Recognition	6
Article 3	Management Rights	7
Article 4	Non-Discrimination	10
Article 5	Dues Check Off	11
Article 6	Holidays	14
Article 7	Uniforms	17
Article 8	Mileage Allowance	19
Article 9	No Strike Provisions	20
Article 10	Layoff and Recall	21
Article 11	Job Descriptions and Work Rules	25
Article 12	Safety - Safety Committee	26
Article 13	Sick Leave	28
Article 14	Probationary Employees/Hiring Practices	32
Article 15	Health Insurance	35
Article 16	Workers Compensation	37
Article 17	Life insurance	40
Article 18	Vacations	41
Article 19	G.A.M.E. Business	45
Article 20	Seniority	48

Article 21	Clean-Up time	49
Article 22	Rest Periods	50
Article 23	Grievance Procedures and Arbitration	52
Article 24	Hours of Work - Call-back / Unplanned overtime - Scheduled overtime	60
Article 25	Educational Assistance	64
Article 26	Certification & Licensed Training	68
Article 27	Labor Management Committee	70
Article 28	Retirement & Pensions	72
Article 29	Salaries and Wages	75
Article 30	Promotions & Demotions	78
Article 31	Temporary Upgrade	79
Article 32	Salary Ranges	80
Article 33	Shift Differential	81
Article 34	Danger Pay	82
Article 35	Miscellaneous Leaves - Jury Duty - Leave of Absence - Military - Absence for Parenting - Leave without Pay - Bereavement - Voting - Leave Pay-Out	83
Article 36	Progressive Discipline	86
Article 37	Distribution of Contract	90
Article 38	Savings Clause	91
Article 39	Association Representation	92

Article 40	Drug Testing/Abuse Program	94
Article 41	Call Back or Call In	95
Article 42	Discharge and Discipline	97
Article 43	Classification Review and Appeal	98
Article 44	Work Life Balance	101
Article 45	Maternity and/or Parenting Leave	102
Article 46	Declaration of Emergency &Provision Covering Disaster Pay	103
Article 47	Personnel File	107
Article 48	Sick Leave bank	109
Article 49	Services to G.A.M.E	113
Article 50	Miscellaneous	115
Article 51	Terms of Agreement	117
Article 52	Prevailing Rights	118
Exhibit "A"	Salary Ranges	119
Exhibit "B"	Definitions	120

ARTICLE 34

Danger Pay

Section 1.

The CITY and the Union agree classifications listed below will receive an additional $1.00 per hour to base pay for danger pay:

COLLECTION OPERATOR I
COLLECTION OPERATOR II
CRIME SCENE TECHNICIAN
CRIME SCENE SUPERVISOR
ELECTRICAL SUPERVISOR
ELECTRICIAN II
ELECTRICIAN III
EVIDENCE PROPERTY CUSTODIAN
EVIDENCE/PROPERTY SUPERVISOR
HEAVY EQUIPMENT OPERATOR I
HEAVY EQUIPMENT OPERATOR II
JET-VAC/VIDEO OPERATOR I
JET-VAC/VIDEO OPERATOR II
LABORATORY TECHNICIAN II
LEAD HEAVY EQUIPMENT OPERATOR
LEAD LIFT STATION MECHANIC
LEAD WASTEWATER SYSTEM OPERATOR
LEAD WATER METER OPERATOR
LEAD WATER SYSTEM OPERATOR
LIFT STATION MECHANIC I
LIFT STATION MECHANIC II
LIFT STATION SUPV
MECHANICAL SUPERVISOR
STORMWATER OPERATOR I
STORMWATER OPERATOR II
UTILITY LOCATOR I
UTILITY MECHANIC I
UTILITY MECHANIC II
UTILITY MECHANIC III
WAREHOUSE INVENTORY SPECIALIST
WASTEWATER COLLECT SYS ASST SUPV
WASTEWATER COLLECT SYS SUPV
WASTE WATER OPERATOR A
WASTEWATER OPERATOR B
WASTEWATER OPERATOR C
WATER SYS ASST SUPERINTENDENT
WATER ACCT METER SUPERVISOR
WATER PLANT OPERATOR A
WATER PLANT OPERATOR B
WATER PLANT OPERATOR C
WATER PLANT OPERATOR TRAINEE
WATER PLANT SHIFT SUPERVISOR
WATER QUALITY/LAB MANAGER
WATER SYSTEM OPERATOR I
WATER SYSTEM OPERATOR II
WATER SYSTEM SUPERVISOR
WW PLANT SHIFT SUPERVISOR

PAY PLAN
FY 2023-24

SALARY SUPPLEMENTS

JOB ANALYSIS

COMPENSATION

JOB CLASSIFICATION

PAY RATES

Miami-Dade County
Human Resources Department

First Edition
Effective October 2, 2023

FY 2023-24
MIAMI-DADE COUNTY
PAY PLAN

FIRST EDITION
EFFECTIVE: October 2, 2023

Daniella Levine Cava
Mayor

BOARD OF COUNTY COMMISSIONERS

Oliver G. Gilbert, III
Chairman

Anthony Rodriguez *Vice Chairman*

Oliver G. Gilbert, III
District 1

Marleine Bastien
District 2

Keon Hardemon
District 3

Micky Steinberg
District 4

Eileen Higgins
District 5

Kevin M. Cabrera
District 6

Raquel A. Regalado
District 7

Danielle Cohen Higgins
District 8

Kionne L. McGhee
District 9

Anthony Rodriguez
District 10

Roberto J. Gonzalez
District 11

Juan Carlos Bermudez
District 12

Senator René Garcia
District 13

Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Pedro J. Garcia
Property Appraiser

Geri Bonzon-Keenan
County Attorney

Table of Contents

I. GROSS COMPENSATION 7

II. WORKWEEK HOURS 7

III. FURLOUGH LEAVE 7

IV. OVERTIME COMPENSATION 7

V. SPECIAL PAY PROVISION 8

(A) Leadworker8

(B) Trainee 9

VI. SHIFT DIFFERENTIAL 9

(A) Night Shift (Non-Bargaining) 9

(B) Night Shift (Bargaining Unit) 9

VII. SPECIAL WORK SHIFTS 9

VIII. SERVICE PAY PREMIUMS 10

(A) Service In-Grade Pay (Longevity Steps) 10

Longevity Bonus Award 11

(B) Employee Service Award Program 12

IX. SALARY ADMINISTRATION 12

X. INTERMEDIATE RATE HIRING POLICY 13

XI. REHIRING OF COUNTY RETIREES IMPLEMENTING – ORDER 7-44 13

XII. PROMOTIONS 14

XIII. LATERALS 14

XIV. DEMOTIONS 14

XV. DELEGATION OF AUTHORITY FOR PERSONNEL/COMPENSATION ITEMS 15

XVI. TEMPORARY JOB CLASSIFICATIONS AND SALARY RANGES 16

XVII. RECLASSIFICATIONS OR CLASSIFICATION REVIEWS 16

XVIII. EXECUTIVE AND EXEMPT PROFESSIONAL/MANAGERIAL PAY RANGES 17

XIX. SALARY REVIEWS FOR EXEMPT NON-BARGAINING UNIT PROFESSIONAL/MANAGERIAL EMPLOYEES 17

XX. PERFORMANCE-BASED BONUS FOR NON-BARGAINING UNIT EMPLOYEES 17

XXI. EXECUTIVE BENEFIT PROGRAM 17

XXII. EXEMPT CLASSIFICATIONS 18

XXIII. WAGE ADJUSTMENTS & OTHER BENEFITS FOR NON-BARGAINING UNIT EMPLOYEES AND COUNTY OFFICERS 18

(A) Retirement 18

(B) Group Insurance and Flex Dollars 19

XXIV. LIVING WAGE - SECTION 2-8.9 OF THE CODE OF MIAMI-DADE COUNTY 19
XXV. FEDERAL AND STATE MINIMUM WAGE 19
XXVI. U.S. DEPARTMENT OF LABOR – FAIR LABOR STANDARDS ACT (FLSA) 20
XXVII. STIPEND/FLAT OR HOURLY RATE CLASSIFICATIONS 20
XXVIII. COMPONENTS OF PAY 21
(A) Components of Pay in Alphabetical Order 22
XXVIII. PAY ADJUSTMENTS (ONE TIME, NON-RECURRING) 67
XXIX. APPENDICES 68
APPENDIX A (Professional Engineer Certificate – PECERT) 68
APPENDIX B (Property Appraiser Certificate of Florida Evaluators – FLEVAL, FLAPPR, PAEVAL) .. 69
APPENDIX C (Certified Public Accountant – CPA) 70
APPENDIX D (Certified Employee Benefit Specialist - INACTIVE & Certified Compensation Professional – INACTIVE) 71
APPENDIX E (Certified Tax Collection – ATXCLR) 72
APPENDIX F (Certified Purchasing & Contract Professional – PRCHCT) 73
APPENDIX G (Corrections Department Trades – CRTRD) 74
APPENDIX H (Correctional Officer Maintenance Supervisor – COMNSP) 75
APPENDIX I (Hazardous Duty – HZRDWS) 76
APPENDIX J (Hazardous Duty Pay – HZD2WS) 77
APPENDIX K (Airfield Proficiency Allowance – AIRFLD) 79
APPENDIX L (Code Enforcement FACE - CEL) 81
XXX. PAY GRADE RANGES 82
(Table 1A) Mayoral Pay Grade Ranges (G00-G07) Applies to Bargaining Units E, G, K, M, and P. 82
(Table 2A) Mayoral Pay Grade Ranges – (G00-G17) Applies to Non-Bargaining Unit L— 83
(Table 3A) – Executive Salary Ranges 84
(Table B) Non-Mayoral Pay Grade Ranges – (20-37) Applies to Non-Bargaining Unit L 84
(Table C) Sworn Pay Grade Ranges – (G88-G92) Applies to Non-Bargaining Unit L – 85
(Table 1D)- Clerical Salary Ranges –(A series) Applies to Bargaining Units G, K, and M — 85
(Table 2D)- Clerical Salary Ranges – (A series) Applies to Non-Bargaining Unit L– 85
(Table E) - Clerical Salary Ranges – (D series) – 86
(Table F) Other Salary Ranges – (B series) 86
(Table 1G)- (P series) – Applies to Bargaining Units E and P — 87
(Table 2G)- Property Appraiser/ Office of Inspector General/County Attorney Ranges – (P series) – Applies to Non-Bargaining Unit L 87
(Table 3G)- Administrative Office of the Court Pay Grade Ranges-AOC (G01-G30) 88

(Table H) Medical Examiner Pay Grade Ranges – (M series) Applies to Non-Bargaining Unit L ... 89
(Table 1I) – Information Technology Salary Ranges – (I series) – Applies to Bargaining Units—.. 89
(Table 2I) – Information Technology Salary Ranges (I series) Applies to Non-Bargaining Units L –90
(Table J) – Office of the Property Appraiser Salary Ranges (Z series)– 91
XXXI. PAY PLAN GUIDE 92
Pay Plan Guide for Employees Hired Prior To November 1, 1991 92
Pay Plan Guide for Employees Hired On or After November 1, 1991, Unless Otherwise Specified In a Collective Bargaining Agreement 92
Pay Plan Guide for Employees Covered Under the TWU Collective Bargaining Agreement 93
Employees Hired Prior To October 14, 1986 93
Employees Hired On or After October 14, 1986 - October 12, 1992 93
Employees Hired On or After October 13, 1992 93
DTPW Revenue Collectors (8042) Hired Prior to October 13, 1992 93
DTPW Revenue Collectors (8042) Hired On or After October 13, 1992 94
XXXII. TRAINEE RATE FOR TWU BARGAINING UNIT EMPLOYEES HIRED ON OR AFTER OCTOBER 13, 199294
XXXIII. BIWEEKLY PAY PERIODS & COUNTY HOLIDAYS 2023 MEMORANDUM 95
XXXIV. BIWEEKLY PAY PERIODS & COUNTY HOLIDAYS 2024 MEMORANDUM 97

APPENDIX I
(Hazardous Duty – HZRDWS)

Classifications that have been approved

1966	W&S Safety Officer
5526	W&S Structural Maintenance Supervisor (General Maintenance)
5541	Pipefitter Supervisor (Water Transmission & Distribution)
5546	W&S Instrument Technician Supervisor (Meter Installation)
5574	W&S Service Technician Supervisor (Water Transmission & Distribution)
5603	Water Distribution Supervisor (Water Transmission & Distribution)
5631	W&S Env Compliance Spec 1
5632	W&S Env Compliance Spec 2
5762	W&S Laboratory Technician 1
5765	W&S Laboratory Technician 2
5802	W&S Semi-Skilled Laborer (Meter Installation, Water Transmission & Distribution)
5803	W&S Maintenance Repairer (Meter Installation, Water Transmission & Distribution)
5804	W&S Maintenance Mechanic (Meter Installation, Water Transmission & Distribution)
5805	W&S Welder
5828	W&S Automotive Equipment Operator 2 (Water Transmission & Distribution)
5830	W&S Heavy Equipment Operator (Meter Installation, Water Transmission & Distribution Procurement & Stores)
5837	W & S Service Technician 1
5838	W&S Service Technician 2 (All divisions)
5848	W&S Pipefitter (Water Transmission & Distribution)
5866	W&S Valve Exercise Technician (Water Transmission & Distribution)
5872	W&S Structural Maintenance Worker (General Maintenance)
5880	W&S Electrician (Meter Installation)
5882	W&S Plumber
5895	W&S Projects Inspector 1 (All divisions except Pump Stations and Wastewater Collection and Transmission Line)
5923	W & S Senior Microbiologist (Laboratory)
5925	W & S Microbiologist (Laboratory)
5926	W & S Environmental Chemist 1 (Laboratory)
5927	W & S Environmental Chemist 2 (Laboratory)
5973	Leak Detection Field Supervisor (Water Transmission & Distribution)
6046	Public Works Supervisor 1 (Water Transmission & Distribution)
5945	W&S Meter Repair Supervisor (Meter Installation)
6610	Construction Manager 1 (Construction Management Section, Utility Plant Engineering and Construction)
6611	Construction Manager 2 (Priority Projects Program, Construction Management Section, Utility Plant Engineering and Construction)
5579	W&S Construction Projects Supervisor 1 (Priority Projects Program, Construction M Utility Plant Engineering and Construction)
	W&S Construction Projects Supervisor 1 (Priority Projects Program, Construction Management Section, Donations Construction Inspection Section, Management Section, Donations Construction Inspection Section)

Water & Sewer Department employees in the classifications listed in Appendix I, who are designated by the department to who work in hazardous or unusual working conditions within specified departmental areas, shall be eligible to receive the equivalent of one (1) pay step.

APPENDIX J
(Hazardous Duty Pay – HZD2WS)

Classifications that have been approved

5526	W&S Structural Maintenance Supervisor (Water Production & Maintenance, Pump Station, Wastewater Treatment)
5539	W&S Sewer Collection System Supervisor (Wastewater Collection & Transmission Line)
5541	Pipefitter Supervisor (Wastewater Collection and Transmission Line)
5546	W&S Instrument Technician Supervisor (SCADA/Telemetry, Water Production, Wastewater Treatment)
5555	Treatment Plant Supervisor (Water Production, Wastewater Treatment)
5559	Lime Production Plant Supervisor (Water Production)
5603	Water Distribution Supervisor (Wastewater Collection & Transmission Line)
5802	W&S Semi-Skilled Laborer (Water Production & Maintenance, Wastewater Treatment & Maintenance, General Maintenance)
5803	W&S Maintenance Repairer (Water Production & Maintenance, Pump Station Maintenance, Wastewater Collection & Transmission Line, Wastewater Treatment & Maintenance)
5804	W&S Maintenance Mechanic (Water Production & Maintenance, Pump Station Maintenance)
5806	Sewer Inspection Technician 1 (All divisions)
5807	Sewer Inspection Technician 2 (All divisions)
5810	W&S Submersible Pump Tech (All divisions)
5817	W&S Utility Equipment Technician (All divisions)
5825	W&S Septic Waste Attendant (All divisions)
5827	W&S Automotive Equipment Operator 1 (All divisions)
5828	W&S Automotive Equipment Operator 2 (All divisions)
5830	W&S Heavy Equipment Operator (Water Production & Maintenance, Wastewater Collection & Transmission Line, Wastewater Treatment & Maintenance, General Maintenance)
5840	W&S Plant Electrician (All divisions)
5842	W&S Power Plant Operator 1 (All divisions)
5843	W&S Power Plant Operator 2 (All divisions)
5844	W&S Plant Diesel Mechanic (All divisions)
5846	W&S Plant Mechanic (All divisions)

APPENDIX J
(Hazardous Duty Pay – HZD2WS)

Classifications that have been approved

5848	W&S Pipefitter (Wastewater Collection & Transmission Line)
5850	W&S Instrument Technician (All divisions)
5852	W&S Treatment Plant Operator 1 (All divisions)
5853	W&S Treatment Plant Operator 2 (All divisions)
5855	W&S Sludge Dewatering Operator 1 (All divisions)
5856	W&S Sludge Dewatering Operator 2 (All divisions)
5858	W&S Flow Meter Technician (All divisions)
5860	W&S Lime Production Plant Operator 1 (All divisions)
5861	W&S Lime Production Plant Operator 2 (All divisions)
5866	W&S Valve Exercise Technician (Wastewater Collection & Transmission Line)
5867	W&S Sewer Lateral Repairer (All divisions)
5872	W&S Structural Maintenance Worker (All divisions excep General Maintenance)
5878	W&S Refrigeration/AC Mechanic (All divisions)
5895	W & S Projects Inspector 1 (Pump Stations Maintenance and Wastewater Collection & Transmission Line)
5899	W&S CCTV Equipment Inspection Technician (All divisions)
5966	W&S Plant Electrical Supervisor (General Maintenance, Water Production, SCADA/Telemetry, Pump Stations, Wastewater Treatment)
5969	W&S Operations & Maintenance Supervisor (Pump Stations)
5970	W&S Plant Diesel Maintenance Supervisor (Water Production, Pump Station, Wastewater Treatment)
5972	W&S Plant Maintenance Supervisor (Water Production, Pump Stations, Wastewater Treatment)
6046	Public Works Supervisor 1 (General Maintenance, Water Production & Maintenance, Wastewater Collection and Transmission Line, Wastewater Treatment)
6116	Utility Equipment Technician Supervisor (General Maintenance)
6533	Refrigeration/Air-Conditioning Mechanic Supervisor (General Maintenance)

Water & Sewer Department employees in the classifications listed in Appendix J, who are designated by the department to who work in hazardous or unusual working conditions within specified departmental areas, shall be eligible to receive the equivalent of two (2) pay steps.

Policy for Food in the Workplace and Celebratory Events

Policy Statements

There are certain occasions that warrant the provision of food and meals at meetings and/or celebratory events for all town employees. This policy outlines the criteria and provisional guidelines to aid departments in efficiently managing these benefits.

This policy should be managed out of the current operating budget of the department and should not have incremental budget impact. The amounts per person noted here are the absolute maximum; lower amounts are encouraged at the department's discretion. This rule does not apply to the travel and per diem policy for occurrences outside of the statutory 50-mile range.

Business Meals (Restaurant, Catered, and Take-out Meals)

- Business meals are meals with employees, volunteers, vendors, consultants, and board members at other external parties during which specific documented business discussions take place.
- Employees are expected to exercise fiscal responsibility when choosing restaurants.
- The below guidelines are "up-to" guidelines and are inclusive of tax and tip. The expectation is that catered and take-out meal per person pricing is typically lower than restaurant pricing:
    - Breakfast $18 maximum per person
    - Lunch $20 maximum per person
    - Dinner $50 maximum per person
- NOTE: Commissioners, managers and staff are not to take each other out for meals at the Town of Pembroke Park's expense. These types of meals are done at the expense of the employees involved.

Internal Meetings and Celebratory Events

Administration may have different preferences for celebratory events and food in the workplace. Working within approved per person budget parameters, departments have flexibility to pursue different approaches. Please work with your local finance or administrative leader to understand the desired approaches, the available budget, and local approval processes. **General per person thresholds for the below items range from $5-$50 per person unless noted specifically below.**

1. Internal Meetings
    - For longer meetings, please make an effort to not schedule them over a mealtime when possible.
    - For longer meetings that do overlap with a mealtime:
        - If the meetings only include internal team members, please encourage a brown bag lunch.
        - For larger meetings that include participants from other groups or outside of Town of Pembroke Park, please first consult with town manager if you are considering providing food at the meeting. It should not be the norm to offer food at meetings, but there may be an exceptional reason to do so.
        - For meeting that occur after 6pm and extend for more than three and a half hours meals can be purchased for all persons present participating in the meeting.

2. Celebratory Events – Administration may spend modest pre-approved amounts from appropriate funding sources to recognize employees under certain circumstances.

    The use of town funds for a celebratory event is allowable for the following occasions:
    - Celebrations for departing or retiring employees.

- The size of the event should correspond with years of service and position level. When possible, these celebrations should include multiple departing or retiring employees.

- Baby Showers
- Birthdays
  - Birthday celebrations are held once a month for all employees who's birthdays fall in that given month.
- Employee Graduations
  - Employee graduations from programs sponsored by the town.

Other Events and Exercises

- Team building exercises
  - Examples include a department-wide luncheon or similar departmental event (e.g., summer employee picnic, annual departmental retreat, office happy hour).
- Staff lead meals
  - Staff will occasionally do potluck events and may fall short on items like beverages etc
- Holiday Parties.
  - Spending for holiday parties should not exceed $50 per person for unit-wide events. Administration have discretion on whether they have both a Unit-wide and local department holiday parties. Please first consult with your finance or administrative leader if you are considering having a local department holiday party.

3. External Meetings
   For travel outside of city boundaries that exceed four hours where meals are not provided, staff may purchase meals and seek reimbursement based on circumstances.
4. Town Sponsored Events
   - Events like food giveaways and fairs food will be provided to all staff and volunteers working at the events.
5. Hurricanes and other natural disaster
   - Sometimes staff will be required to stay extended hours at town hall for natural occurrences and restaurants may not be available so supplies will be made available for the operation of an onsite EOC.
6. Kitchen Supplies

Reason for Policy

Centralized policies for providing food and events to employees will improve operational practices while encouraging responsible budget management. Food and celebratory events can be an important benefit that reinforces good practices such as team building, raising morale and inspiring motivation. Inconsistent policies create negative perspectives between departments and staff leaving some staff members to feel excluded.

Who Must Comply

All Town of Pembroke Park employees regardless of funding source.

Exceptions

- Exceptions for food at internal meetings can be made for:
  - Holidays and Weekends
  - Project-based meetings that require staff to remain on location

Responsibilities and Contacts

Management, Directors and Finance are responsible for ensuring that all Town of Pembroke Park staff complies with this policy.

RAYMOND P. OGLESBY PRESERVE PARK IMPROVEMENT PROJECT

The Grants

- **The Land & Water Conservation Fund Program** provides Grants to local governments to develop land for public outdoor recreation use.

- The LWCF Grant opens in the Fall and is available by the U.S. Department of the Interior, National Park Service and administered by the Florida DEP.

- The maximum grant amount from the Program is $1.5 M with a 50% match requirement from the local government (EXAMPLE: If total project cost is $1M; the Program will award $500,000 to the local government & the local government would contribute $500,000 in match funds).

- Value of donated land owned by the local government can be used as the match with pre-approval from the DEP. Pembroke Park could be pre-approved.

- **The grant will cover:**

Recreation area upgrades	Lighting
Trails	Parking
Maintenance equipment	Restrooms
Installation of fitness courts	Concession buildings
Theater areas & Stages	Landscaping

- There is a 3-year completion time that begins with the signing of the award agreement.

- Pre-Development cost would include: cost for project plans prepared & certified by an engineer or architect registered in the state of Florida, environmental assessments for wildlife preservation (6 months), site pre-construction cost, etc.

  *** Pre-Development cost for this Project is estimated at $75,000.
  *** Environmental Assessments must be completed prior to application cycle.

- **FL Recreation & Development Assistance Program (FRDAP)** provides yearly opportunities for park expansion project funding. Grant assures up to $50,000.00 yearly, to local government applicants.

Submitted by:
Desinda L Wood-Carper
DC Strategies LLC
(850) 363-3781

THE PRESERVE PARK PROJECT PLAN

1. Preserve Lighting Project: This item is for engineering design services for the construction of lighting improvement and upgrades at the Preserve. **New LED lighting fixtures** will be installed throughout the Preserve, which will provide an additional measure of illumination and safety. **The estimated cost for these lighting upgrades and engineering is $120,000. (LWCF) + (CDBG)**

2. Concession & Restroom Facility at Preserve (West Side): This project includes the design and construction of a **new restroom facility located on the west side of the Preserve.** This feature will add to the convenience and enjoyment of the Preserve by the community. **The estimated cost for this facility is $185,000. (LWCF)**

3. Capital Improvements for Wellness Program: This project includes **upgrades to the exercise equipment at each Trail Station as a part of the Wellness Program with upgraded Trail resurfacing.** This attribute will add to the enjoyment of the Preserve by the Town residents' that utilize the Park. **The estimated cost for this equipment is $25,000. (LWCF)**

4. Relocation of Preserve Kid Lot: This project is to **relocate the Kids Lot in close proximity to the existing Tot Lot**, which allows parents to supervision their multiple-aged children within safe proximity, adding to the enjoyment of the Preserve by the community that utilize the Park. **The estimated cost for this is $35,000. (LWCF)**

5. Machinery, Landscape Equipment, Carts: General maintenance and replacement costs for vehicles, mowers, trimmers, used in the day-to-day maintenance operations. **Estimated budgeted costs are $125,000. (Town Budget)**

6. The Parthenon at Preserve Park (Amphitheater): A semicircular, open-air, **covered structure with stage**, transforms the Preserve's "recreation only" park into a fully cultural & recreational epicenter within walking distance of all residential & commercial areas of Town. **The structure's multiple usages include, concerts, theater, movie screenings and other performances and gatherings**. **Estimated costs for facility build out is $1.1M. (LWCF)**

7. Splash Pad at Preserve Park: A Splash Pad is an automated colorful area where water is dispersed through varied hoses and buckets with very little standing water, **offering a safe environment where children can play without the risk of drowning**. Many design options and theming opportunities offer accessibility for all types of physical abilities. Cost varies based on size, design, water accessories, etc. **The Towns estimated investment will not exceed $85,000. (LWCF) + (future FRDAP grants for expansion or upgrades).**

Submitted by:
Desinda L Wood-Carper
DC Strategies LLC
(850) 363-3781

8. Social Hubs/Picnic Pavilions (4): Additional **covered pavilions are included in the design plan to encourage more outdoor activity & usage while providing protection from the elements.** Existing pavilions will be upgraded for uniformity and new pavilions will be placed throughout the park. **Estimated cost of 4 pavilions and upgrades to existing structures will not exceed $75,000. (LWCF) + (future FRDAP grants)**

9. Landscaping: In keeping with the historical traditions of the Town known for its nurseries in its past, **landscape upgrades** and assorted tropical specimens **added to Park foliage will commemorate the Town's traditions, while providing shade** that fosters an aesthetically serene environment. **Estimated costs for upgrades is 150,000. (LWCF)**

10. Gradient Surfacing: **Installation of environmental gradient** in specified areas to allow parking without committing to permanent asphalt and designates areas for festival vehicles such as food trucks and other vendors.

11. Expanded Usage: Currently the Preserve is utilized for holiday gatherings and food distributions. Project upgrades will **designate the Preserve as the "Epi-center" of the community**, fostering a recreational, cultural and wellness environment.

Submitted by:
Desinda L Wood-Carper
DC Strategies LLC
(850) 363-3781

January 2024

1/9 - 1/10
2024 Legislative Session Convenes
All Day Event

11
FCCMA Webinar: Rethinking Recycling - A Triangular Perspective Insights from Recycling Offering and Non-Offering Municipalities and Third Parties
2:00 PM to 3:00 PM

17
Legislative Action Days: Know Before You Go Webinar
2:00 PM to 3:00 PM

1/19 - 1/21
FLC Institute for Elected Municipal Officials I (Gainesville)
All Day Event

25
FACC Board of Directors Meeting
10:30 AM to 11:30 AM

1/29 - 1/31
2024 FLC Legislative Action Days
12:00 PM to 2:00 PM

29
FLM Forum: Mental Health Issues in Your Community
2:30 PM to 5:00 PM

29
FLM Dinner
6:30 PM to 9:30 PM

1/30 - 1/31
FLC Youth Council Legislative Action Days Program
9:00 AM to 3:00 PM

1/30 - 2/1
FLGISA 2024 Winter Symposium
2:00 PM to 11:30 AM

31
FLM Board of Directors Meeting
12:00 PM to 2:00 PM

February 2024

1
FCCMA Webinar: Recruiting and Retaining the Next Generation (Gen Z)
2:00 PM to 3:00 PM

22
FACC Board of Directors Meeting
10:30 AM to 11:30 AM

23
Investment Advisory Committee (IAC) Meeting
8:00 AM to 1:00 PM

March 2024

3/21 - 3/23

Florida Municipal Insurance Trust Quarterly Meeting
All Day Event

28
FACC Board of Directors Meeting
10:30 AM to 11:30 AM

April 2024

4/4 - 4/6
2024 Florida Black Caucus of Local Elected Officials Annual Conference
All Day Event

4/9 - 4/13
Southeast Loss Control Group 2024 Conference
All Day Event

4/12 - 4/14
Institute for Elected Municipal Officials II (Altamonte Springs)
All Day Event

26
FACC Budget/Board of Directors Meeting
10:00 AM to 1:00 PM

May 2024

23
FACC Board of Directors Meeting
10:30 AM to 11:30 AM

June 2024

6/7 - 6/9
FLC Institute for Elected Municipal Officials I (Palm Beach Gardens)
All Day Event

6/23 - 6/26
FACC 2024 Summer Conference and Academy
9:00 AM to 12:00 PM

23
FACC Board of Directors Meeting
6:30 PM to 7:30 PM

August 2024

8/15 - 8/18
FLC Annual Conference

October 2024

10/3 - 10/4
FLC Policy Committee Meetings
5:00 PM to 5:00 PM

10/4 - 10/6
FLC Institute for Elected Municipal Officials I (Tampa)
All Day Event

10/21 - 10/26
2024 Florida Redevelopment Association Annual Conference
All Day Event

10/21 - 10/28
FLC Florida City Government Week
All Day Event

10/25 - 10/27
Institute for Elected Municipal Officials II (Altamonte Springs)
All Day Event

November 2024

11/5 - 11/6
General Election Day
All Day Event

11/7 - 11/8
FLC Policy Committee Meetings
5:00 PM to 5:00 PM

11/13 - 11/17
National League of Cities City Summit
All Day Event

AGENDA ITEM REPORT

To:
Subject: Governor's Hurricane Conference
Meeting: 01 24 2024 WORKSHOP COMMISSION MEETING - Jan 24 2024
Department: Public Works
Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:
I would like to send approximately (6) staff members to this conference for training.

FINANCIAL IMPACT:
Not to exceed $4,000

RECOMMENDATION:
We are recommending approval.

ATTACHMENTS:
2271_001-1

GOVERNOR'S HURRICANE CONFERENCE®

Office Use:

2024 Governor's Hurricane Conference® Registration Form

NAME_____

AGENCY_____ COUNTY_____

ADDRESS_____ CITY_____

STATE_____ ZIP_____ PHONE (_____) _____ EMAIL_____

_____ **check here if you *do not want* your email address released**

☐ Training* only	(May 12-15)	$135 if postmarked by March 15	$155 if postmarked after March 15
☐ Conference only	(May 16-17)	$260 if postmarked by March 15	$280 if postmarked after March 15
☐ Training* & Conference	(May 12-17)	$285 if postmarked by March 15	$305 if postmarked after March 15

If registering for Training, please complete the Training Selection Form posted (in February) on our website under the Program & Registration Tab

Email Form to: rene@flghc.org; *or*
Fax Form to: (727) 944-2687; *or*
Mail to: PO Box 279, Tarpon Springs, FL 34688-0279 (**Do not mail checks after April 19th**)
Checks payable to: **Governor's Hurricane Conference, Inc.**

☐ **I have read the GHC Code of Conduct (page 2)**

CREDIT CARD REGISTRATION: ☐American Express ☐MasterCard ☐Visa ☐Discover

Account Number_____ Exp. Date (**Required**) _____

Required: Security Code_____

Complete billing address, if different than above_____

Print name as it appears on card_____

Signature Required:_____ $_____ total authorized for this registration
(We cannot process your registration without a signature and an amount authorized.)

Refund requests must be received in writing no later than March 29, 2024. A $50 per registration processing fee will be applied to all refunds. Requests *after* March 29 will be considered for approval after the conference in June. Refunds are not guaranteed.

Office Use Only:

CODE OF CONDUCT

The Governor's Hurricane Conference (GHC) is dedicated to providing a harassment-free experience and environment for everyone, regardless of race; sex; national origin; religion (or lack thereof); age; ethnicity; color; gender; gender identity and/or expression; neurodiversity; sexual orientation; marital, civil union, or domestic partnership status; past or present military service; physical mental or sensory disability; national, social, or ethnic origin; pregnancy; family or parental status and/or genetic information (including family medical history); or physical appearance. We do not tolerate harassment, discrimination, or other unwelcome or unlawful behavior on the basis of any of these characteristics. Harassment includes but is not limited to:

1. Offensive verbal comments related to, or that reinforce social structures of dominations related to, any protected category above.
2. Inappropriate, unwanted, and/or unsolicited physical contact
3. Sexual propositions or posted/texted sexual images
4. Unwelcome sexual attention or comments
5. Off-color or obscene jokes, remarks, or gestures
6. Any other words or conduct of a sexual nature that makes the recipient or observer uncomfortable
7. Deliberate intimidation, stalking, or following
8. Sustained disruption of talks or other events
9. Unwelcome photography or recording
10. Advocating for, or encouraging, any of the above behavior

The GHC takes any violation of this policy very seriously. Accordingly, attendees who violate this policy can, in the judgement and discretion of the GHC, be blocked or expelled from any GHC event, without refund if applicable; can be prevented from attending future GHC events after notification to the attendee, opportunity for the participate to respond, and review by the GHC Board.

If you are being harassed, observe someone else being harassed, or have concerns about potential violations of this policy, please notify GHC staff immediately. In the case of an in-person emergency, call 911, hotel/venue security, and/or a community safety alternative as provided by the GHC for each event, whichever feels safest for you. In all other cases, whether virtual or in-person, if an appropriate GHC representative is not readily available, you may email rene@flghc.org, and we will respond to you as soon as possible. The GHC will take all appropriate action to protect anyone affected by violations of this policy.

All reports are confidential except to the extent that the GHC staff person taking a report may need to involve other event staff or GHC leadership to ensure that a report is properly managed and that the appropriate action is taken to protect the individual reporting a violation, or others. All efforts will be made to keep reports confidential though and the number of people involved in following up on any reports will be limited as much as possible. The GHC will only involve law enforcement or security at a victim's request.

Since this Code of Conduct also protects GHC staff and its volunteers, these members may choose these same avenues to report violations they experience themselves, or these members may choose to contact GHC Board Members at ghcconduct@gmail.com.

The GHC team will enforce this Code of Conduct in all areas of the GHC's work, including in-person events, virtual meetings, and GHC sponsored activities. We appreciate your assistance in making the GHC welcoming to all and supporting GHC's commitment to a harassment-free experience and environment that is open to everyone.

GOVERNOR'S HURRICANE CONFERENCE®

38th Annual Governor's Hurricane Conference®
Training Session Selection Form

NAME: _____ AGENCY: _____

PHONE: (____) _____ EMAIL: _____

Registration and payment are required before you can enroll in sessions. ***You may NOT enroll for only a PORTION of a training session.*** **Deadline** to submit form is **May 6th**. After May 6th, classes will be on a first-come, first-serve basis. We do not obtain waiting lists. **Email completed form to (rene@flghc.org).**

Sessions start promptly. Arriving late may result in the instructor's discretion to withdraw you from the class.

- ☐ ***TS1.*** ***Emergency Operations Center Planning Skillsets (G2304)*** (Sun 1:30-5:00, Mon & Tues 8:30-5:00, Wed 1:30-5:00) must attend all days
- ☐ TS2. Homeland Security Exercise and Evaluation Program (HSEEP) (L146) (Sun 1:30-5:00, Mon & Tues 8:30-5:00, Wed 1:30-5:00) must attend all days
- ☐ TS3. Emergency Planning (G235) (Mon & Tues 8:30-5:00, Wed 1:30-5:00) must attend all days
- ☐ TS4. Integrated Preparedness Planning (IPP/IPPW) (Mon 8:30-5:00)
- ☐ TS5 Rapid Needs Assessment (G557) (Mon 8:30-5:00)
- ☐ TS6. Building Strong Housing Disaster Plans from Rapid Response to Long-Term Recovery (Mon 8:30-5:00)
- ☐ TS7. Building a Data Savvy Workforce "Train the Trainer" (Mon 8:30-5:00) ***BRING LAPTOP***
- ☐ TS8. Health Care Emergency Management (Mon & Tues 8:30-5:00) must attend all days
- ☐ TS9. Mitigation for Emergency Managers (G393) Mon & Tues 8:30-5:00, Wed 1:30-5:00) must attend all days
- ☐ TS10. Management of Spontaneous Volunteers in Disasters (G489) (Mon 8:30-5:00)
- ☐ TS11. Tropical Meteorology 1: FEMA/EMI 311 – Hurricane Readiness (Mon 8:30-5:00)
- ☐ TS12. Tropical Decision Support - From Preparedness to Recovery (Tues 8:30-Noon)
- ☐ TS13. Communications Principles & Hurricane Messaging (Tues 1:30-5:00)
- ☐ TS14. Practical Lessons from Historical Hurricanes (Wed 1:30-5:00)
- ☐ TS15. Emergency Operations Center Tour (Mon 8:00-5:00)
- ☐ TS16. Emergency Operations Center Tour (repeat) (Tue 8:00-5:00)
- ☐ ***TS17.*** ***Critical Infrastructure Resilience and Community Lifelines (MGT414)*** (Tues 8:30-5:00) ***BRING LAPTOP***
- ☐ TS18. Public Speaking, Media & Presentation Training (Tues 8:30-5:00)
- ☐ TS19. Introduction to HURREVAC (Tues 8:30-Noon) ***BRING LAPTOP***
- ☐ ***TS20.*** ***Applying Web-Based HURREVAC*** (Tues 1:30-5:00) ***BRING LAPTOP***
- ☐ TS21. Search and Rescue Common Operating Platform (SARCOP) Training (Tues 8:30-Noon)
- ☐ TS22. What's With the Delay? County to State WebEOC Request for State Resources (Tues 1:30-5:00) ***BRING LAPTOP***
- ☐ TS23. IPAWS Message Design Dashboard (MDD) Training (Tues 8:30-5:00)
- ☐ TS24. Filling Out F-ROC Forms Training (Tues 8:30-Noon)
- ☐ TS25. Florida Division of Emergency Managements' Logistics Operations (Tues 1:30-5:00)
- ☐ TS26. Community Mass Care Management (G108) (Tues 8:30-5:00, Wed 1:30-5:00) must attend all days
- ☐ TS27. Local Volunteers & Donations Management (G288) (Tues 8:30-5:00, Wed 1:30-5:00) must attend all days
- ☐ TS28. PAWsitive Information about Service Animals (Wed 1:30-5:00)
- ☐ TS29. Experience with FEMA's Appeal and Arbitration Processes: State and Applicant Perspective (Wed 1:30-5:00)
- ☐ TS30. DEMES Mutual Aid Overview: Florida Strong Through Partnerships (Wed 1:30-5:00) ***BRING LAPTOP***
- ☐ TS31. Using NCIG to Build Continuous Improvement Practices (Wed 1:30-5:00)
- ☐ TS32. Florida Marine Debris Emergency Response Guide Tabletop Exercise (Wed 1:30-5:00)
- ☐ TS33. Psychological First Aid: Helping Others in Times of Stress (Wed 1:30-5:00)
- ☐ TS34. Palm Beach County's Debris Management Plan: Tour the SWA's Renewable Energy Facility (Wed 1:00-5:00)

BOLD ITALIC INDICATES ADVANCED LEVEL SESSION

You do not need to pre-enroll in Workshops Thursday & Friday

Volunteer as Room Monitor and receive a special gift

GOVERNOR'S HURRICANE CONFERENCE®

Agenda of Activities

Palm Beach County Convention Center / Hilton West Palm Beach

Sunday, May 12

10:00 a.m.–5:00 p.m.	Registration Opens	PBCCC, Level 1
12:00 p.m.–5:00 p.m.	Social Media Lounge	PBCCC, Level 1
1:30 p.m.– 5:00 p.m.	Training Sessions	PBCCC, Level 1 & 2
3:00 p.m.–3:30 p.m.	Break	PBCCC, Level 1

Monday, May 13

7:30 a.m.–5:00 p.m.	Registration Opens	PBCCC, Level 1
8:00 a.m.–8:30 a.m.	Morning Beverages	PBCCC, Level 1
8:00 a.m.–5:00 p.m.	Social Media Lounge	PBCCC, Level 1
8:00 a.m.–5:00 p.m.	FDEM Applicant Q&A	Hilton, Gardenia
8:30 a.m.–5:00 p.m.	Training Sessions	Hilton & PBCCC
8:30 a.m.–5:00 p.m.	Media Room	PBCCC, Room 1J/K
10:00 a.m.–10:30 a.m.	Break	PBCCC Level 1
12:00 p.m.–1:30 p.m.	Lunch	(on your own)
3:00 p.m.–3:30 p.m.	Break	PBCCC Level 1

Tuesday, May 14

8:00 a.m.–5:00 p.m.	Registration Opens	PBCCC, Level 1
8:00 a.m.–8:30 a.m.	Morning Beverages	PBCCC, Level 1
8:00 a.m.–5:00 p.m.	Social Media Lounge	PBCCC, Level 1
8:00 a.m.–5:00 p.m.	FDEM Applicant Q&A	Hilton, Gardenia
8:30 a.m.–5:00 p.m.	Training Sessions	Hilton & PBCCC
8:30 a.m.–5:00 p.m.	Media Room	PBCCC, Room 1J/K
10:00 a.m.–10:30 a.m.	Break	PBCCC Level 1
12:00 p.m.–1:30 p.m.	Lunch	(on your own)
3:00 p.m.–3:30 p.m.	Break	PBCCC Level 1

Wednesday, May 15

8:00 a.m.–5:00 p.m.	Registration Opens	PBCCC, Level 1
8:00 a.m.–8:30 a.m.	Morning Beverages	PBCCC, Level 1
8:00 a.m.–5:00 p.m.	Social Media Lounge	PBCCC, Level 1
8:00 a.m.–5:00 p.m.	FDEM Applicant Q&A	Hilton, Gardenia
8:30 a.m.–5:00 p.m.	Media Room	PBCCC, Room 1J/K
8:45 a.m.–11:00 a.m.	General Session	PBCCC, Level 2, Grand Ballroom
11:00 a.m.–6:00 p.m.	Exhibits	PBCCC, Level 1, Exhibit Hall
11:30 a.m. – 1:00 p.m.	FEPA Board of Directors Meeting	Hilton, Cypress A&B
12:00 p.m.-1:30 p.m.	Complimentary Lunch in Exhibit Hall	PBCCC, Level 1, Exhibit Hall
1:30 p.m.–5:00 p.m.	Training Sessions	Hilton & PBCCC
3:00 p.m.–3:30 p.m.	Break in Exhibit Hall	PBCCC, Level 1, Exhibit Hall
5:00 p.m.–6:00 p.m.	Reception in Exhibit Hall	PBCCC, Level 1, Exhibit Hall
6:15 p.m.-7:30 p.m.	American Red Cross Meeting	TBD

Thursday, May 16

8:00 a.m.–5:00 p.m.	Registration Opens	PBCCC, Level 1
8:00 a.m.–8:30 a.m.	Morning Beverages	PBCCC, Level 1, Exhibit Hall
8:00 a.m.–5:00 p.m.	Social Media Lounge	PBCCC, Level 1
8:00 a.m.–5:00 p.m.	FDEM Applicant Q&A	Hilton, Gardenia
8:00 a.m.– 12:00 p.m.	Exhibits	PBCCC, Level 1, Exhibit Hall
8:30 a.m.–10:00 a.m.	Workshops	Hilton & PBCCC
8:30 a.m.–5:00 p.m.	Media Room	PBCCC, Level 1, Room 1J/K
10:00 a.m.–11:45 a.m.	Break & Dedicated Exhibit Time	PBCCC, Level 1, Exhibit Hall
11:45 a.m.–1:30 p.m.	Awards Luncheon	PBCCC, Level 2, Grand Ballroom
1:30 p.m.–5:00 p.m.	Workshops	Hilton & PBCCC
3:00 p.m.–3:30 p.m.	Break	PBCCC, Level 1
5:30 p.m. – 7:00 p.m.	Florida VOAD Meeting	Hilton, Coral D/E

Friday, May 17

8:00 a.m.–8:30 a.m.	Morning Beverages	PBCCC, Level 1
8:00 a.m.–5:00 p.m.	FDEM Applicant Q&A	Hilton, Gardenia
8:30 a.m.–12:00 p.m.	Workshops	Hilton & PBCCC
8:30 a.m.–12:30 p.m.	Media Room	PBCCC, Level 1, Room 1J/K
10:00 a.m.–10:30 a.m.	Break	PBCCC, Level 1

AGENDA ITEM REPORT

To: Commission
Subject: 118th Government Financial Officers Association (GFOA) June 9-12, 2024
Meeting: 01 24 2024 WORKSHOP COMMISSION MEETING - Jan 24 2024
Department: Finance
Staff Contact: Christian Noel, Accounts Payable

FINANCIAL IMPACT:

Not to Exceed $2,500.00. This includes hotel at approximately $249.00 per night ($1,005.96), event registration at $500.00, parking at $28.00 per day ($112.00), per diem and fuel/mileage. The travel and conference expenses are budgeted line items.

RECOMMENDATION:

This years GFOA Conference will be held in Orlando, Florida. My recommendation is to allow Christian Noel to attend the conference which provides extensive knowledge in governmental finance and updates on state/federal regulations.

ATTACHMENTS:

2516_001

	Status:
Aleem Ghany, Public Services Director	Pending
Marlen Martell, Town Clerk	Pending

Christian Noel

From: estore@gfoa.org
Sent: Wednesday, January 10, 2024 9:35 AM
To: Christian Noel
Subject: Order Confirmation

Government Finance Officers Association

203 N LaSalle Street Suite 2700 Chicago IL 60601 | **312.977.9700** Main | **312.977.4806** Fax

Order Number: 781570
Order Date: Jan 10, 2024 8:33 AM
Bill To: Christian Noel
Order Total: 500.00
Payment Method: You will be billed for the balance due - Purchase Order Number 9999.

Item	Price	Qty	Total
118th Annual Conference - Christian Noel *When:* Jun 9, 2024 1:00 PM - Jun 12, 2024 12:10 PM *Where:* 9800 International Dr, West Building Orlando, FL 32819-8111 United States *Registration option:* Jun 9, 2024 12:00 PM - Full conference registration - June 9 - 12, 2024	500.00	1	500.00

Item Total	500.00
Shipping	0.00
Handling	0.00
Item Grand Total	500.00
Transaction Grand Total	500.00

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.

118th Annual Conference Overview

Join thousands of your public finance peers at #GFOA2024!

Registration and housing for GFOA's 118th Annual Conference is now open. The conference will take place on **June 9–12, 2024,** at the Orange County Convention Center in Orlando. Join us for **70+ CPE-accredited sessions** that will address current issues facing government finance professionals, inspiring keynote sessions, interactive discussions, leadership workshops, and networking opportunities.

Ready to join us in Orlando? Get started today!

Registration

The registration process is open! Register before **January 26, 2024,** to save with the First Early Registration Discount. **Click here** to begin the registration process.

Housing

There are plenty of hotel accommodations within a short walk of the convention center. **Click here** to begin the booking process through Connections Housing.

Preconference Seminars

Registration is now open for nine preconference seminars. Join us early in Orlando to get in-depth training on key public finance topics. Grab your spot before these seminars reach capacity. **Click here** to view and register for sessions.

Conference Sessions

View scheduled sessions now and keep watch for more to be added as well as details on this year's **leadership workshops** coming soon.

Closing Event

We're sprinkling a little magic on our plans for Tuesday night. We hope to announce in January 2024. Stay tuned.

First-Time Annual Conference Attendee Scholarship

The application window for the scholarship is now closed.

Exhibit Hall

GFOA's exhibit hall will put participants in contact with vendors that offer practical tools and solutions for a broad range of professional challenges. Stroll through the hall to view new products, ask questions, and see live demonstrations of services that can save your government time and money. **Click here** to see the most up-to-date list of exhibitors.

Schedule Overview

View a general timeframe of when activities begin and end during the conference so you can plan accordingly.

Explore Orlando

During your stay take time to explore Orlando's convention district, featuring Walt Disney World® Resort, Universal Orlando Resort, SeaWorld® Orlando, celebrity chef restaurants, world-class golf courses, spas, shopping, outdoor adventures, and more. Plus, conference attendees can take advantage of "Show Your Badge and Save" discounts. **Click here** for details including Orlando's latest DEI initiatives.

Frequently Asked Questions

Questions? We've compiled a comprehensive list of FAQs related to the upcoming conference. **Click here** to see answers related to registration, guests, housing, transportation, and more.

Stay Tuned...

70+ Concurrent Sessions	Announced in January 2024
3 Keynote Speakers	Announced in February 2024
Concurrent Session Speakers	Announced in March 2024
Networking Events/Receptions	Announced in March 2024
Conference App	Download in May 2024

Important Registration Deadlines

First Early Registration Discount Deadline	January 26, 2024
Second Early Registration Discount Deadline	March 15, 2024
Housing Deadline	Early May 2024

Fee Structure

FEES PER REGISTRANT	CONFERENCE REGISTRATION	PRECONFERENCE REGISTRATION
Government Member	$500/$515/$550	$185/$195/$205 per session
Private Sector Member	$645/$665/$750	$220/$230/$245 per session

FEES PER REGISTRANT	CONFERENCE REGISTRATION	PRECONFERENCE REGISTRATION
Non-Member	$920/$960/$1,040	$245/$255/$270 per session
Student	$150/$160/$175	Discounted pricing not available
Retired Government Member	$50	Discounted pricing not available

Cancellation Policy: *If you cancel your registration on or before May 3, 2024, there will be a $50 administrative fee. Cancellations postmarked between May 4 and May 29 will be refunded at 50 percent. No refunds will be issued after May 29.*

Rosen Centre Hotel

9840 International Drive, Orlando, FL 32819, UNITED STATES
1 Block(s) from Orange County Convention C...

Complimentary WIFI and Access to Fitness Facilities ***Standard parking $28.00 – Valet Parking $40.00

The award winning, 1,334-room Rosen Centre Hotel sets a spectacular standard of hospitality, service and value. Rising 24 stories, this premier hotel offers a highly-respected professional staff and outstanding accommodations. Connected to the Orange County Convention Center via the Rosen Centre Skywalk, it is an ideal headquarters hotel that caters to virtually every meeting needs of groups from 10 to 4,000. Rosen Centre Hotel combines impressive meeting capabilities with resort-style luxury in a world-class meeting and vacation destination.

Rosen Centre Hotel is located on the famous International Drive, connected to the Orange County Convention Center, the country's second largest convention center. The hotel is at the center of

Show more

Jun

Sat	Sun	Mon	Tue
8	9	10	11

USD 249.00
Average nightly rate
+Taxes & Fees

Select

Reservation Summary

Check-in	Sat, Jun 8, 2024
Checkout	Wed, Jun 12, 2024
Rooms	1
Guests per room	1

ROSEN CENTRE HOTEL

Change hotel

RUN OF HOUSE 1 adult, 4 nights	USD 996.00

Change rooms

Subtotal	**USD 996.00** ✓
TAXES & FEES	
OCCC (1.0% per night)	USD 9.96 ✓
State and Local Tax (12.5% per night)	~~USD 124.50~~ Exempt
Grand Total	**USD 1,130.46** $1,005.96

Edit reservation Next

U.S. General Services Administration

FY 2024 Per Diem Rates for ZIP Code 32819

Meals & Incidentals (M&IE) rates and breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Orlando	Orange	$69	$16	$17	$31	$5	$51.75

Article XII. – Economic Development Advisory Board

Sec. 2-310 ESTABLISHMENT AND PURPOSE

(a) It is the intent of the Town Commission in establishing the Economic Development Advisory Board that this Board shall act in an advisory capacity to the Town Commission for the express purpose of promoting ideas to help local businesses enhance their existing conditions, attract new businesses to the Town, and to make recommendations to the Town Commission that will positively impact the Town's economic development.

(b) It is the further intent and purpose in the creation of the Town of Pembroke Park Economic Development Advisory Board that the Board shall serve as a conduit between the business community and the Town Commission by serving in a responsive capacity to the needs of businesses that will be reflected within the Board recommendations to the Town Commission.

Sec. 2-311 DUTIES

The duties of the Pembroke Park Economic Development Board shall be as follows:

(a) To act in an advisory capacity to the Town Commission; to conduct and hold public meetings in which matters affecting existing local businesses and potential new businesses are considered and discussed;

(b) To articulate and transmit recommendations to the Commission on business-related economic issues concerning the Town that may be addressed by Commission or Administrative action;

(c) To perform additional economic development-related duties as may be assigned by the Town Commission or the Town Manager from time to time.

Sec. 2-312 BOARD ACTION ADVISORY ONLY

The actions, decisions, and recommendations undertaken or approved by the Economic Development Advisory Board of the Town of Pembroke Park shall not be final or binding on the Town Commission, but shall be advisory only.

Sect. 2-313 COMPOSITION, APPOINTMENT OF MEMBERS, AND TERM

(a) The Town of Pembroke Park Economic Development Advisory Board shall consist of five (5) members.

(b) Each member of the Town Commission shall appoint one member to the Board. Appointees to the board shall be announced publicly by the appointing commissioner at a regular meeting of the Town Commission.

(c) Members of the Board shall serve at the pleasure of the appointing member of the Town Commission.

Sec. 2-314 QUALIFICATIONS OF MEMBERSHIP

All individuals appointed by the Town Commission to serve on the Economic Development Advisory Board must be full-time residents of the Town or current business owners of an establishment operating with a valid business license issued by the Town at the time of appointment.

Sec. 2-315 MEETINGS, DATES, PROCEDURES, RECORDS, AND QUORUM

(a) An organizational meeting of the Economic Development Advisory Board shall be held at the first meeting of the Board after their appointment and thereafter at the first regular meeting in the month of January of each year or as soon thereafter as practicable.

(b) A chairperson and vice-chairperson shall be elected for terms of one (1) year by a majority of the Board.

(c) At least one (1) meeting of the Board shall be held on a quarterly basis and additional meetings may be called by the chairperson, or at the request of the Town Commission or the Town Manager.

(d) Three (3) members in attendance shall constitute a quorum of the Board.

Article III. – Parks and Recreation Advisory Board

Sec. 18-23 ESTABLISHMENT AND PURPOSE

(a) It is the intent of the Town Commission in establishing the Parks and Recreation Advisory Board that this Board shall act in an advisory capacity to the Town Commission for the express purpose of providing the Commission non-binding recommendations to assist the Town improving its parks system and recreational programming including recommendations on the use, management, and operation of existing and future facilities and programing development.

Sec. 18-24 DUTIES

The duties of the Pembroke Park Parks and Recreation Advisory Board shall be as follows:

(a) To act in an advisory capacity to the Town Commission; to conduct and hold public meetings in which matters affecting existing and future park~~s~~ and recreation facilities and programming are considered and discussed;

(b) To articulate and transmit recommendations to the Commission on parks and recreation facilities and programming concerning the Town that may be addressed by Commission or Administrative action;

(c) To perform additional duties related to the Town's parks and recreation system as may be assigned by the Town Commission from time to time.

Sec. 18-25 BOARD ACTION ADVISORY ONLY

The actions, decisions, and recommendations undertaken or approved by the Parks and Recreation Advisory Board of the Town of Pembroke Park shall not be final or binding on the Town Commission, but shall be advisory only.

Sect. 18-26 COMPOSITION, APPOINTMENT OF MEMBERS, AND TERM

(a) The Town of Pembroke Park Parks and Recreation Advisory Board shall consist of five (5) members.

(b) Each member of the Town Commission shall appoint one member to the Board. Appointees to the Board shall be announced publicly by the appointing Commissioner at a regular meeting of the Town Commission.

(c) Members of the Board are not appointed for a defined term and may be removed by a majority vote of the Town Commission.

Sec. 18-27QUALIFICATIONS OF MEMBERSHIP

All individuals appointed by the Town Commission to serve on the Parks and Recreation Advisory Board must be residents of the Town, owners of a business located within the Town or the business owner's designee.

Sec. 18-28 MEETINGS, DATES, PROCEDURES, RECORDS, AND QUORUM

(a) An organizational meeting of the Parks and Recreation Advisory Board shall be held at the first meeting of the Board after their appointment.

(b) A chairperson and vice-chairperson shall be elected for terms of one (1) year by a majority of the Board.

(c) The Board shall determine its meeting schedule and shall meet, as needed; however, additional meetings may be called by the chairperson, or at the request of the Town Commission or the Town Manager.

(d) Three (3) members in attendance shall constitute a quorum of the Board.

(e) All meetings of the Board shall be open to the public and subject to the requirements of Section 286.011, F.S.

Article XIII. – Youth Affairs Advisory Board

Sec. 2-317 ESTABLISHMENT AND PURPOSE

(a) It is the intent of the Town Commission in establishing the Youth Affairs Advisory Board that this Board shall act in an advisory capacity to the Town Commission for the express purpose of providing the Town Commission non-binding recommendations to assist the Town to continue addressing matters of concern or importance to the Town's Youth.

Sec. 2-318 DUTIES

The duties of the Pembroke Park Youth Affairs Advisory Board shall be as follows:

(a) To act in an advisory capacity to the Town Commission; to conduct and hold public meetings in which matters affecting the Town's youth are considered and discussed;

(b) To articulate and transmit recommendations to the Commission on matters pertaining to the youth that may be addressed by Commission or Administrative action;

(c) To perform additional duties related to the Town's youth as may be assigned by the Town Commission or the Town Manager from time to time.

Sec. 2-319 BOARD ACTION ADVISORY ONLY

The actions, decisions, and recommendations undertaken or approved by the Youth Affairs Advisory Board of the Town of Pembroke Park shall not be final or binding on the Town Commission, but shall be advisory only.

Sect. 2-320 COMPOSITION, APPOINTMENT OF MEMBERS, AND TERM

(a) The Town of Pembroke Park Youth Affairs Advisory Board shall consist of five (5) members.

(b) Each member of the Town Commission shall appoint one member to the Board. Appointees to the Board shall be announced publicly by the appointing Commissioner at a regular meeting of the Town Commission.

(c) In making appointments to this Board, consideration shall be given by each Commission to students residing within the Town in grades ten (10) through twelve (12) who are no less than fourteen (14) years old.

(d) Members of the Board shall serve at the pleasure of the appointing member of the Town Commission.

Sec. 2-321 QUALIFICATIONS OF MEMBERSHIP

(a) All individuals appointed by the Town Commission to serve on the Youth Affairs Advisory Board must be full-time residents of the Town.

(b) All board members are required to maintain at least a 2.5 GPA during their time of the Board.

Sec. 2-322 MEETINGS, DATES, PROCEDURES, RECORDS, AND QUORUM

(a) An organizational meeting of the Youth Affairs Advisory Board shall be held at the first meeting of the Board after their appointment and thereafter at the first regular meeting in the month of September of each year or as soon thereafter as practicable.

(b) A chairperson and vice-chairperson shall be elected for terms of one (1) year by a majority of the Board.

(c) At least one (1) meeting of the Board shall be held on a monthly basis during each academic school year.

(d) Additional meetings may be called by the chairperson, or at the request of the Town Commission or the Town Manager.

(e) Three (3) members in attendance shall constitute a quorum of the Board.

(f) All meetings of the Board shall be open to the public and subject to the requirements of Section 287.011, F.S.

TOWN OF PEMBROKE PARK
APPLICATION FOR ADVISORY BOARD APPOINTMENT

Your Service to our Town is Earnestly Solicited

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the Town of Pembroke Park. Residents are cordially invited to apply for appointment by the Town Commission to a Town Board.

Please check Boards/Committees for which you wish to be considered:

❑ Economic Development

❑ Parks and Recreation Advisory Board

Application is for: ❑ New Appointment ❑ Re-submission ❑ If you currently serve on a Board, please state which Board _____

P*lease type or print information.*

PERSONAL:

Name:_____ E-Mail Address:_____

Residential Address:_____Pembroke Park, Zip:_____Telephone Number: (____)_____

Business Number:_(_____)_____Cell Number:_(_____)_____

(You must use your Pembroke Park home address on this application.) Voting Precinct Number: _____

EDUCATION:

Name of High School:_____ Location: _____

College (if applicable):_____ Location:_____

Years Completed:_____Degree:_____Field of Study: _____

Other professional or technical training (Name of school, course name, etc.): _____

EMPLOYMENT:

Current or last employer:_____Address:_____

Position:_____ Years of Service: _____

Duties:_____

OTHER QUALIFICATIONS: Briefly describe any specific expertise and/or abilities that would pertain to your service on a Town Board:

_____

MEMBERSHIPS: Pembroke Park Organization(s) **Years in Membership Office Held (if any)**

_____

Outside City

ACKNOWLEDGMENT (Check Below:)

❑ **I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.**

❑ **I understand that appointment to any of the positions indicated above is a voluntary service.**

❑ **If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the Town, County, and State of Florida, particularly those pertaining to the conduct of public office and the financial disclosure requirements, if applicable, to my position.**

❑ **I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.**

❑ **I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.**

❑ **I understand that I may sit on only one Commission appointed board.**

_____ _____
Signature of Applicant **Date**

Please Completely Fill Out & Return this Application to the Town Clerk's Office for Processing. Town of Pembroke Park · 3150 SW 52 Avenue · Pembroke Park, FL 33023 · (954)966-4600 ext 235 . Email to: townclerk@tppfl.gov

TOWN OF PEMBROKE PARK
APPLICATION FOR ADVISORY BOARD APPOINTMENT

Your Service to our Town is Earnestly Solicited

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the Town of Pembroke Park. Residents are cordially invited to apply for appointment by the Town Commission to a Town Board.

Please check Boards/Committees for which you wish to be considered:

❑ Youth Affairs Advisory Board

Application is for: ❑ New Appointment ❑ Re-submission ❑ If you currently serve on a Board, please state which Board _____

P***lease type or print information.***

PERSONAL:

Name:_____ E-Mail Address:_____

Residential Address:_____Pembroke Park, Zip:_____Telephone Number: (____)_____

(You must use your Pembroke Park home address on this application.)

EDUCATION:

Name of High School:_____ Location:_____

Current grade:_____Interest/Hobbies: _____

Grade point average: _____

_____

ACKNOWLEDGMENT (Check Below:)

❑ **I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.**

❑ **I understand that appointment to any of the positions indicated above is a voluntary service.**

❑ **If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the Town, County, and State of Florida, particularly those pertaining to the conduct of public office and the financial disclosure requirements, if applicable, to my position.**

❑ **I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.**

❑ **I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.**

❑ **I understand that I may sit on only one Commission appointed board.**

_____ _____
Signature of Applicant **Date**

Please Completely Fill Out & Return this Application to the Town Clerk's Office for Processing. Town of Pembroke Park · 3150 SW 52 Avenue · Pembroke Park, FL 33023 · (954)966-4600 ext 235 . Email to: townclerk@tppfl.gov

RESOLUTION NO. 2024-002

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, since 1976, Article II, Section 8 of the Florida Constitution has required that all elected State constitutional officers file a full and public disclosure of their financial interests, which is done through a state-adopted form ("Form 6") that requires, among other things, the disclosure of the specific amounts of an official's net worth, income and asset values; and

WHEREAS, historically, municipal elected officials have been required to make a more limited financial disclosure that is done through a different state-adopted form ("Form 1") that requires, among other things, the disclosure of information related to sources of income, real property, intangible personal property liabilities and interests in specified businesses, but does not include the specific amounts of an official's net worth, income and asset values; and

WHEREAS, the Mayor and all current elected members of the Town (the "Town Elected Officials") were elected by the voters of the Town subject to and in reliance upon Florida law that required the Mayor and Commission Members to annually file Form 1 (not Form 6) financial disclosures forms; and

WHEREAS, although the State Legislature has the power in the Florida Constitution to require that additional public officers file a full and public disclosure of their financial interests, it must do so consistent with other constitutional limitations; and

WHEREAS, in 1980, the voters of Florida amended the Florida Constitution by adopting Article 1, Section 23, the "Right to Privacy," which states that "[e]very natural person has the right to be let alone and free from governmental intrusion into the person's private life except as otherwise provided herein"; and

WHEREAS, because the right of privacy is a fundamental right within Florida's constitution, the Florida Supreme Court has consistently required that any law intruding on the right is presumptively unconstitutional and must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means;" and

WHEREAS, the First Amendment to the United States Constitution, and Article 1, Section 4 of the Florida Constitution, protects the freedom of speech, which includes the right to choose what to say and what not to say, any impairment of which must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means;" and

WHEREAS, during the 2023 legislative session, Senate Bill 774 was passed and codified at Law of Florida 2023-09, amending Fla. Stat. § 112.3144, to change the financial disclosure requirements and now require that all elected municipal mayors and elected members of the governing board file a Form 6 financial disclosure, which is substantially more burdensome and personally intrusive than the Form 1; and

WHEREAS, the imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy rights of municipal elected officials, most of which receive little or no compensation for their service, (b) unnecessarily risks the safety of such officials (making them targets of, among other things, burglary, identity theft and extortion), and (c) will deter many otherwise qualified and interested citizens from running for office; and

WHEREAS, in fact, many municipal officials resigned from office prior to December 31, 2023, as a result of the new disclosure requirements, disrupting the ability of some local governments to operate for lack of a quorum; and

WHEREAS, the imposition of the intrusive Form 6 disclosure requirements at the municipal level is not the least restrictive means of serving the governmental interests of preventing abuse of the public trust, as demonstrated by, among other things, the lack of such requirements at the municipal level in other states and at the federal level (even the President of the United States and members of the U.S. Congress are not required to make such extensive disclosures); and

WHEREAS, requiring that unpaid (or low paid) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least restrictive means of serving) any compelling interest – Form 1 disclosures constitutes sufficient transparency to inform the public of potential conflicts; and

WHEREAS, the imposition of new financial disclosure requirements upon municipal elected officials who were elected without such requirements violates due process, is fundamentally unfair and violates fundamental constitutional rights; and

WHEREAS, the Town desires to participate in a lawsuit seeking a declaration that the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms are unconstitutional and invalid and should be enjoined (the "Lawsuit"); and

WHEREAS, the Town Commission believes it is in the best interest of the citizens and residents of the Town to participate in the Lawsuit and urges other municipalities and their elected officials to also participate as plaintiffs.

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

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: The Town Commission hereby authorizes the participation of the Town, and any of individual Members of the Town Commission who choose to participate as plaintiffs, in a lawsuit seeking declaratory, injunctive and other appropriate relief challenging the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms, based upon any appropriate legal theories, including those set forth above, subject to the participation of at least ten municipalities.

Section 3 : Weiss Serota Helfman Cole + Bierman, PL (the "Firm") is hereby retained to represent the Town in this litigation. The Firm will charge the Town a flat fee, inclusive of attorneys' fees and costs, of $10,000 to represent the Town and the individual elected officials who choose to participate as plaintiffs, for the litigation in the trial court. The Town and elected officials recognize that such flat fee may be less than

the actual attorneys' fees and costs incurred, and that if the Town and elected officials prevail in the Lawsuit, the Firm may apply with the Court for its actual reasonable attorneys' and costs from the defendants. The filing of any appeals will be authorized by separate resolution under the terms thereof. The Town and its elected officials also acknowledges that the Firm will be representing other local governments and officials in this lawsuit and waives any conflicts related to such representation. The Town further acknowledges that, from time to time, the Firm may be called upon by client to represent them as to requests for various approvals and as to other matters with respect to or involving the Town. The Town hereby waives any potential conflict of interest in the Firm's representation of those clients arising from its representation of the Town in the Lawsuit.

Section 4: The Town Commission invites and urges other local governments and elected officials to join the Town as plaintiffs in the Lawsuit and to coordinate their efforts with the Town.

Section 5: The Town Clerk is directed to distribute this Resolution to all local governments in Broward County.

Section 6: That the appropriate Town Officials are hereby authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 7: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2024.

_____
ASHIRA MOHAMMED
Mayor

{00592163.1 3399-0000000 }

ATTEST:

_____
MARLEN D. MARTELL
Town Clerk

Approved as to form:

_____
JACOB HOROWITZ
Town Attorney

Lake Forest Elementary
School-Level Parent and Family Engagement Plan (PFEP)

2023-2024

Mission Statement

Our mission is to provide a stimulating and challenging learning environment that meets the needs of all students and enables them to meet their maximum potential.

Engagement of Parents and Families

Lake Forest Elementary will engage parents in an organized, ongoing, and timely manner, in the planning, review, and improvement of programs this part, including the planning, review. and improvement Q/ the school parent and family engagement policy and the joint development Q/ the schoolwide program plan under section 1114(b) except that if a school 's program is exempt from statutory or regulatory provisions, the school may use that process. if such process includes an adequate representation Q/parents of participating children [Sections/ *16(c)(3), 1114(b)(2),* and *1116(a)(2)(B)].*

Parents will be invited to become members of the School Advisory Council (SAC). At the SAC meetings, parents will be provided information regarding the school's Title I allocation (inclusive of professional development and parent involvement allotments). Parents will be allowed to provide input int the development and decision-making process of all Title I activities related to the school. An annual evaluation will be conducted using surveys completed by parents, staff, and students, The results will be analyzed to evaluate the effectiveness of the school's parent involvement plan.

Coordination and Integration

Lake Forest Elementary will coordinate and integrate parental involvement programs and activities that teach parents how to help their children al home, to the extent feasible and appropriate, including but not limited to, other federal programs such as: Head Start; Early Reading First; Even Start; Home Instruction Programs for Preschool Youngsters (HIPPY); the

Parents as Teachers Program; Voluntary Pre-Kindergarten; public preschool; Title I, Part C; Title 1, Part D; Title 111; Title W; and Title VI [Section*1116(e)*

Count	Program	Coordination

1	Head Start	Head Start Pre-Kindergarten teacher will conduct at least two home visits; hold joint meetings to discuss specific learning needs of students and academic success.

Annual Parent Meeting

Lake Forest Elementary will take the following actions to convene an annual meeting, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school 's participation under this part and to explain the requirements of this part, and the right of the parents engaged. Include timeline, persons responsible, documentation to be maintained, and steps to ensure that all parents invited and encouraged to attend[Section *1116(c)(1)]*.

Specific Activity	Frequency and Duration	Evidence-Based Research	Evaluation of Implementation and Effectiveness
Public Meeting Flyer	By the Third Week of August	While establishing open lines of communication and building capacity with parents, research shows the students' academic skills increase.	Flyer, website notice
Announcement (Marquee and Parent Link)	By the Second Week of September		Script Of Parent Link, info on marquee
Develop an Agenda and Sign-in Sheet	By the Second Week of September		Agenda, attendance roster from meetings
Annual Public Title I Meeting	Beginning of the School Year (by the end of September)		PowerPoint, agenda

Flexible Parent Meetings

Lake Forest Elementary will offer a flexible number of meetings, such as meetings in the morning or evening, and may provide with funds under this part, transportation, childcare, or home visits, as such services relate 10 parental involvements [Section*1116(c)*

Based on input from parents, Lake Forest Elementary will schedule meetings to be held at various times during the day or evening to accommodate parents. Parents also suggested to create a theme/focus for each meeting and to consider drawing more parents in with food and raffles. Our school will hold an orientation for parents at each grade level to inform them about the school's participation in the Title I Program and to encourage parents to be involved with the reviewing and revising of the School's Title I Plan. Teachers will be given a summary of the students' test scores and an explanation of statewide assessment systems, standards, and other accountability measures. Also, the school will host parent training on academics where childcare will be provided.

Building Capacity

Lake Forest Elementary will implement activities that will build the capacity for effective involvement "parents and to support a partnership among the school involved, parents and the community to improve student academic achievement, each school and local educational agency assisted under this part — [Section Il 16(e)]. Describe the actions the school will take to provide materials and training to help parents to work with their child to improve their child's academic achievement, such as literacy training and using technology [Section*1116(e)*

Specific Activity	Frequency and Duration	Evidence-Based Research	Evaluation of Implementation and Effectiveness
Curriculum and Instruction, Parent Meeting Standards and Assessment	Quarterly	Aram, D., & Besser-Biron, S. (2016). Parents' support during different writing tasks: A comparison between parents of precocious readers, preschoolers, and school-age children. Reading and Writing, 30(2), 363-386. doi:10.1007/s11145-0169680-6	SAC agendas, minutes
Florida Standards	Bi - Weekly	Hutchins. (2014). Family Reading Night. doi:10.4324/9781315777719	Conference forms, Progress reports

Parent Trainings (ELA, Math, Science, and/or Technology)	Quarterly	Mathematics at Home and Beyond I Tools to Help Your (n.d.). Retrieved from https://www.worldscientific.com/d0i/10.1142/9789813271432 0004	Sign in sheets, Agendas

Staff Training

Lake Forest Elementary will offer the following training to educate teachers, specialized instructional support personnel, principals, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and schools [Section*1116(e)*

Specific Activity	Frequency and Duration	Evidence-Based Research	Evaluation of Implementation and Effectiveness
Communication and Conferencing	First Week of August	While establishing open lines of communication and building capacity with parents, research shows the students' Reading and Math skills increase.	Meet & greet agendas, Open House agendas

Other Activities

Lake Forest Elementary will develop appropriate roles for community-based organizations and businesses in parent involvement activities; and conduct other activities, such as parent resource centers, the school will conduct these activities to encourage and support parent participation in the education of their children; and shall provide such other reasonable support for parental involvement activities under this section as parents may request [Sections *1116(e)(4), 1116(e)(13)* and*1116*

Lake Forest Elementary will offer a Title I Resource Center. The Center will be available to parents that have limited access to computers at home. Lake Forest Elementary will also have books available for check out in the resource room for parents. Additionally, Lake Forest Elementary will utilize social media to disperse relevant school updates and increase family engagement with a live monthly read aloud.

Communication

Lake Forest Elementary will provide parents of participating children the following [Section

Timely information about programs under this part [Section*1116(c)*
A description and explanation of the curriculum in use al the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standard; and [Section*1116(c)*

- If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible [Section*1116(c)*

  and

- If the school-wide program plan under Section 1114 (b) is not satisfactory to the parents of participating children, submit any parent comments on the plan when the school makes the plan available to the local education agency [Section*1116(c)*

Lake Forest Elementary will provide information about the Title I Programs in a timely manner, using various methods of communication, including, but not limited to emails, social media, parent links and school website, newsletters and flyers.

Accessibility

Lake Forest Elementary will provide full opportunities for participation in parental involvement activities for all parents and family members (including parents and family members with limited English proficiency, disabilities. and parents and family members Q/' Migratory children). Including providing information and school reports required under section 11 Il in a format and, to the extent practicable. in a language such parents understand [Section 1116(/)].

Parents will be sent notification of the plan in the school's newsletter and made available in the front lobby of the school. All correspondence regarding the parent meetings will be available on the school's website.

School-Parent Compact

As a component of the school-level parent involvement plan, each school shall jointly develop, with parents for all children served under this part, a school-parent compact, that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement [Section 1116(d)].

Provide the LEA electronically the School-Parent Compact and evidence of parent input in the development of the compact.

Adoption

This School Parent Involvement Plan has been developed jointly with, and in agreement with, parents of children participating in Title I, Part A programs, as evidenced by the School Advisory Council's meeting minutes.

This plan was adopted by the school on February 22,2023 and will be in effect during the 2023-2024 school year. The school will make this plan available to all parents of participating Title I, Part A children on or before September 30, 2023

Principal	Date 8/14/2023
School Advisory Chair	Date 8/16/2023

Lake Forest Elementary School
Plan Paran ak Angajman Fanmi (PFEP)

2023-2024

Deldaras on Mis on

Misyon nou se bay yon anviwànman aprantisaj e difisil ak difisil ki satisfà bezwen tout elàv yo epi pàmàt yo satisfà potansyàl maksimàm yo.

Angajman Paran ak Fanmi

Lake Forest Elementary pral angaje paran yo nan yon ôganize, kontinyêl, ak alê, nan planifikasyon, revize, ak amelyorasyon pwogram pati sa a, ki gen ladan planifikasyon, revize, ak amelyorasyon règleman paran ak angajmanfanmi an ak devlopman pwogram lekÔl la anba seksyon 1114(b) eksepte si pwogram yon lekÔl egzante de legal oswa dispozisyon regilasyon, lekôl la ka itilize pwosesis sa a, si pwosesis sa a gen ladan yon reprezantasyon adekwat paran timoun [Seksyon Y01116(c) (3), 1114 (b) (2), ak 1116 (a) (2).B)].

Y ap jwenn paran pou yo vin manm Konsày Konsiltatif Lekàl la (SAC). Nan reyinyon SAC yo, y ap bay paran yo enfàmasyon konsànan alokasyon l lekàl la (enklizif devlopman pwofesyonàl ak patisipasyon paran yo). Yo pral gen dwa bay paran yo opinyon devlopman ak pwosesis pou pran desizyon pou pran desizyon tout aktivite l ki gen rapó ak lekàl la. N ap fê yon evalyasyon anyêl là l sévi avàk sondaj ki ranpli pa paran, anplwaye yo, ak elév yo. N ap analize rezilta yo pou evalye efikasite plan paran lekàl la.

Kowàdinasyon ak Entegrasyon

Lake Forest Elementary pral kowôdone ak entegre pwogram ak aktivite paran ki anseye paran yo kijan pou ede pitityo lakayyo, nan limit ki posib ak apwopriye, ki gen ladan men pa limite a, lôt pwogram federal tankou: Head Start; Premye lekti premye; Menm kômanse; Pwogram Enstriksyon Sou Kay pou Jên Lekôl Preskolê (HIPPY); Paran yo kôm Pwogram Pwofesê; Volontê Pre-kindergarten; lekôl piblik; I, Pati C; I, Pati D; III; IV; ak V/ [Seksyon 1116(e)(4)l.

Konte	Pwogram	Kowàdinasyon

1	Tàt	Head Start Pre-kindàgadenn pwofesà ap fé omwen de vizit lakay; kenbe reyinyon jwenti yo pou diskite sou bezwen aprantisaj es esifik elév o ak wo rê akademik o.

Reyinyon paran anyàl

Lake Forest Elementary la pral pran aksyon sayo poufêyon reyinyon anyêl, kote toutparan k ap patisipe yo dwe envite timoun yo epi ankouraje yo ale, pou enfôme patisipasyon lekôl yo anba patisipasyon lekôl yo a epi eksplike kondisyon ki nan pati sa a, ak dwa paran yo angaje yo. Mete delê, moun ki responsab, dokiman yo dwe konsêve, ak etap pou asire ke tout paran envite ak ankourajeyo ale nan [Seksyon 1116(c)..

Aktivite espesifik	Frekans ak Dire	Pràv ki baze sou rechêch	Evalyasyon Aplikasyon ak Efikasite
Reyinyon piblik	Pa twazyàm semen out	Pandan ke etabli liy kominikasyon ak kapasite bilding ak paran yo, rechàch montre ladres akademik elàv yo ogmante.	Flyer, avi sou sit wàb
Anons (Marque ak Paran Lyen)	Pa Dezyàm semàn nan mwa septanm		Script nan Paran Link, info sou marque
Devlope yon Ajanda ak Siyennan Fày	Pa Dezyêm semàn nan mwa septanm		Ajanda, Asistans literal nan reyinyon yo
Anyàl Piblik Mwen reyinyon	Kàmansman Ane Lekàl la (nan fen mwa septanm lan)		Powerpoint, agenda

Reyinyon paran fleksib

Lake Forest Elementary ap ofri yon nimewo fleksib nan reyinyon yo, tankou reyinyon nan maten oswa aswê, epiyo ka bay lajan anba pati sa a, transpô, gadri, oswa vizit lakay ou, tankou sêvis sayo gen rapô ak patisipasyon paran [Seksyon 1116(c) (2).

Baze sou opinyon paran yo, Lake Forest Elementary pral pwograme reyinyon yo dwe fêt nan divàs moman pandan jounen an oswa aswê pou akomode paran yo. Paran yo te sigjere tou pou kreye yon tàm /konsantre pou chak reyinyon ak konsidere desen plis paran nan manje ak raf. Lekàl nou an ap fà yon oryantasyon pou paran yo nan chak nivo klas pou enfàme yo

sou patisipasyon lekàl la nan Pwogram I an epi ankouraje paran yo pou yo patisipe nan revize ak revize Plan I Lekàl la. Pwofesà yo ap resevwa yon rezime rezime nàt tés elàv yo ak yon eksplikasyon sou sistém evalyasyon evalyasyon nan tout eta a, nàm yo, ak làt mezi responsablite. E itou, lekàl la a à anize fàmas on aran ki vize akademik kote adri o ral ba adri.

Kapasite bilding

Lake Forest Elementary ap aplike aktivite ki pral bati kapasite pou patisipasyon efikas paran yo epi pou sipôte yon patenarya nan mitan lekôl la ki enplike, paran yo ak kominote a pou amelyore siksê akademik elêv, chak lekôl ak ajans edikasyon Iokal ede anba pati sa a - [Seksyon 116(e)]. Dekri aksyon lekôl la ap pran pou bay materyêl akfômasyon pou ede paran yo travay avêk pitityo pou amelyore akonplisman akademik pitityo a, tankoufômasyon alfabetizasyon ak Iê I sêvi avêk teknoloji [Seksyon 1116(e)..

Aktivite espesifik	Frekans ak Dire	Pràv ki baze sou rechàch	Evalyasyon Aplikasyon ak Efikasite
Kourikoulàm ak Enstriksyon, Nàm reyinyon ak evalyasyon reyinyon paran	chak trimês	Aram, D., & Besser-Biron, S. (2016) . Sipó paran yo pandan travay diferan ekri: Yon konparezon ant paran lekté presye, preskolé, ak timoun ki gen laj lekól. Lekti ak Ekrüi, 30(2), 363-386. doi: 10.1007/sl 1145-0169680-6	kalandriye SAC, minit
Florid Standards	Bi - chak semen	Hutchins. (2014). Lekti Fanmi an. doi:10.4324/9781315777719	Fàm konferans, rapà pwogrà
Fàmasyon Paran (ELA, Matematik, Syans ak/oswa Teknoloji)	chak trimàs	Matematik lakay ak pi lwen pase I Zouti pou ede ou . (n.d.). Retrieved soti nan https://www.worldscientific.com/doi/10.1142/9789813271432 0004	Siyen nan fêy papye, Ajanda

Fàmasyon anplwaye

Lake Forest Elementary pral ofri fômasyon sa a pou edike pwofesê yo, pêsonêl sipô enstriksyonêl, direktê lekôl, ak Iôt anplwaye, avêk asistans paran yo, nan valê ak sêvis piblik kontribisyon paran yo, ak nan kijan pou yo kominike avêkyo, kominike avêk paran yo kôm patnê egal, aplike ak kowôdone pwogram paran yo, epi bati lyen ant paran ak lekôl [Seksyon 1116@)..

Aktivite espesifik	Frekans ak Dire	Pràv ki baze sou rechàch	Evalyasyon Aplikasyon ak Efikasite

Kominikasyon ak konferans	Premye semen nan mwa Out	Pandan ke etabli liy kominikasyon ak kapasite bilding ak paran yo, rechàch montre lekti ak matematiko mante.	Rankontre &ajanda salye, ajanda Kay Louvri

Làt Aktivite

Lake Forest Elementary pral devlope wôl apwopriye pou ôganizasyon ki baze nan kominote a ak biznis nan aktivite paran; epi kondui Iôt aktivite, tankou sant resous paran yo, lekôl la app aktivite sa yo pou ankouraje ak sipôte patisipasyon paran yo nan edikasyon pitityo; epi yo dwe bay lôt sipô rezonab pou aktivite paran yo anba seksyon sa a jan paran yo ka mande [Seksyon 1116@), *1116(e)(13) ak 1116 (e)*

Lake Forest Elementary ap ofri yon Sant Resous I. Sant la ap disponib pou paran ki gen aksà limite a àdinatê nan kay la. Lake Forest Elementary pral gen tou liv ki disponib pou tcheke deyà nan sal resous la pou paran yo. Anplis de sa, Elemantê Forest Lake pral itilize medya sosyal pou dispàse dàn e lekàl ki en Otan o e i o mante an a 'man fanmi ak on li chak mwa li awotvwa.

Kominikasyon

Lake Forest Elementary ap bay paran yo pou patisipe timoun sayo [Seksyon 1116(c) (4)]

- Enfômasyon alê sou pwogram ki anba pati sa a [Seksyon 1116(c) (4);
- Yon deskripsyon ak eksplikasyon sou kourikoulôm lan nan lekôl la, fôm evalyasyon akademikyo itilize pou mezire pwogrê elêvyo, ak nivo siksê estanda akademik Eta a; ak [Seksyon 1116(c) (4);;
- Si paran yo mande paran yo, opôtinite pou reyinyon regilyeyofômilesijesyon akpatisipe, jan sa apwopriye, nan desizyon ki gen rapô ak edikasyon pitityo, epi reponn a nenpôt sijesyon sayo pi vit posib [Seksyon 1116(c)(4); E
- Si plan pwogram lekôl la dapre Seksyon 1114 (b) pa satisfê pou paran timoun k ap patisipeyo, soumêt nenpôt kômantê paran sou plan an lê lekôl la ranpli plan an disponib nan ajans edikasyon Iokal [Seksyon II*16(c).]*

Lake Forest Elementary pral bay enfàmasyon sou Pwogram I nan yon fason apwopriye, lé I sàvi avêk divàs metàd kominikasyon, ki gen ladan, men pa limite a Imàl, medya sosyal, lyen paran ak sit entànàt lekàl, bilten ak avyatà.

Aksà

Lake Forest Elementary ap bay tout opàtinite pou patisipasyon nan aktivite paran pou tout paran ak manmfanmiyo (ki gen ladan paran ak manmfanmi ki gen konpetans limite nan lang angle, andikap, ak paran ak manmfanmi nan timoun migratwa). Ki gen ladan bay enfàmasyon

ak rapò lekòl obligatwa nan seksyon 1111 nan yon fòma epi, nan limit pratik, nan yon lang

paran sayo konprann [Seksyon 11160].

Y ap voye paran yo notifikasyon sou plan bilten lekàl la e yo pral disponib nan gwoup devan lekàl la. Tout korespondans konsànan reyinyon paran yo ap disponib sou sit entànàt lekàl la.

kontra enfo paran nan Igkàl

Antanke eleman plan paran nan nivo paran nan lekàl la, chak lekàl dwe devlope ansanm, avêk paran pou tout timoun ki te sévi anba pati sa a, yon kontra paran lekàl, ki dekri kijan paran yo, tout anplwaye lekàl la, epi elév yo pral pataje responsablite pou akonplisman akademik elàv [Seksyon 1116(d).

Bay LEA a elektwonikman kontra enfàmêl ant Paran ak prév ki montre paran yo nan devlopman kontra a.

Adopsyon

Plan Patisipasyon Paran Lekàl sa a devlope ansanm avêk yo, epi nan akà avêk yo, paran timoun k ap patisipe nan I, Pati A pwogram yo, jan konsêy Konsiltatif Lekàl la evidan.

Plan sa a te adopte pa lekàl la nan dat 6 me 2022 epi yo pral anvigà pandan ane lekàl 20222023 a. Lekàl la ap fà plan sa a disponib pou tout paran k ap patisipe I, Pati A timoun yo sou oubyen anvan 30 septanm 2022.

8/14/23

Direktè a — Dat

8/16/2023

Da sac Prezidan — Dat

Lake Forest Elementary School
Plan de Participación de Padres y Familias a Nivel Escolar (PFEP)

2023-2024

Declaración de ob•etivos

Nuestra misión es proporcionar un entorno de aprendizaje estimulante y desafiante que satisfaga las necesidades de todos los estudiantes y les permita alcanzar su máximo otencial.

Participación de los padres y las familias

Lake Forest Elementary involucrará a los padres de manera organizada, continua y oportuna, en la planificación, revisión y mejora de los programas de esta parte, incluida la planificación, revisión y mejora de la política de participación de los padres y la familia de la escuela y el desarrollo conjunto del plan del programa en toda la escuela bajo la sección 1114 (b), excepto que si el programa de una escuela está exento de las disposiciones legales o reglamentarias, la escuela puede utilizar ese proceso, si dicho proceso incluye una representación adecuada de los padres de los niños participantes [Artículos 1116(c)(3), II 14(b)(2)y 1116(a)(2)(B)].

Se invitará a los padres a convertirse en miembros del Consejo Asesor Escolar (SAC). En las reuniones de SAC, se proporcionará a los padres información sobre la asignación del Título I de la escuela (incluidas las asignaciones de desarrollo profesional y participación de los padres). Los padres podrán proporcionar información en el proceso de desarrollo y toma de decisiones de todas las actividades del Título I relacionadas con la escuela. Se llevará a cabo una evaluación anual utilizando encuestas completadas por los padres, el personal y los estudiantes. Los resultados serán analizados para evaluar la efectividad del plan de artici ación de los adres de la escuela.

Coordinación e Integración

Lake Forest Elementary coordinará e integrará programas y actividades de participación de los padres que enseñen a los padres cómo ayudar a sus hijos en el hogar, en la medida de lo posible y apropiado, incluidos, entre otros, otros programas federales como: Head Start; Lectura temprana primero; Incluso Comenzar; Programas de Instrucción en el Hogar para Niños en Edad Preescolar (HIPPY); el Programa de Padres como Maestros; Pre-Kindergarten Voluntario; preescolar público; Título I, parte C; Título I, parte D; Título III; Título IV; y título V/ [artículo 1116 e) 4)].

Conta	Programa	Coordinación

1	Head Start	La maestra de Pre-Kindergarten de Head Start realizará al menos dos visitas domiciliarias; celebrar reuniones conjuntas para discutir las necesidades específicas de aprendizaje de los estudiantes el ro reso académico.

Reunión Anual de Padres

Lake Forest Elementary tomará las siguientes medidas para convocar una reunión anual, a la que todos los padres de los niños participantes serán invitados y alentados a asistir, para informar a los padres de la participación de su escuela bajo esta parte y para explicar los requisitos de esta parte, y el derecho de los padres comprometidos. Incluya el cronograma, las personas responsables, la documentación que se mantendrá y los pasos para garantizar que todos los padres sean invitados y alentados a asistir [Sección II 16 (c) (1)].

Actividad específica	Frecuencia y duración	Investigación basada en la evidencia	Evaluación de la aplicación y la eficacia
Folleto de la reunión pública	Para la tercera semana de agosto	Al establecer líneas abiertas de comunicación y desarrollar capacidades con los padres, la investigación muestra que las habilidades académicas de los estudiantes aumentan.	Folleto, aviso del sitio web
Anuncio (Marquee y parent Link)	Para la segunda semana de septiembre		Script de Parent Link, información sobre la marquesina
Desarrollar una agenda y una hoja de inicio de sesión	Para la segunda semana de septiembre		Agenda, lista de asistencia de las reuniones
Reunión Pública Anual del Título I	Comienzo del año escolar (a finales de septiembre)		Powerpoint, agenda

Reuniones de padres flexibles

Lake Forest Elementary ofrecerá un número flexible de reuniones, como reuniones por la mañana o por la noche, y puede proporcionar fondos bajo esta parte, transporte, cuidado de niños o visitas domiciliarias, ya que dichos servicios se relacionan con la participación de los padres [Sección 1116 (c) (2)].

Con base en los aportes de los padres, Lake Forest Elementary programará reuniones que se llevarán a cabo en varios momentos durante el día o la noche para acomodar a los padres. Los

padres también sugirieron crear un tema / enfoque para cada reunión y considerar atraer a más padres con comida y rifas. Nuestra escuela llevará a cabo una orientación para los padres en cada nivel de grado para informarles sobre la participación de la escuela en el Programa de Título I y para alentar a los padres a participar en la revisión y revisión del Plan de Título I de la Escuela. Los maestros recibirán un resumen de los puntajes de las pruebas de los estudiantes y una explicación de los sistemas de evaluación, estándares y otras medidas de responsabilidad a nivel estatal. Además, la escuela organizará capacitaciones para padres dirigidas a académicos donde se ro orcionará cuidado infantil.

Creación de capacidad

Lake Forest Elementary implementará actividades que desarrollarán la capacidad para la participación efectiva de los padres y para apoyar una asociación entre la escuela involucrada, los padres y la comunidad para mejorar el rendimiento académico de los estudiantes, cada escuela y agencia educativa local asistida bajo esta parte - [Sección 1116 (e)]. Describa las acciones que la escuela tomará para proporcionar materialesy capacitación para ayudar a los padres a trabajar con sus hijos para mejorar el rendimiento académico de sus hijos, como la capacitación en alfabetización y el uso de la tecnología [Sección 1116 (e) (2)].

Actividad específica	Frecuencia y duración	Investigación basada en la evidencia	Evaluación de la aplicación y la eficacia
Currículo e instrucción, estándares de cumplimiento de padres y evaluación	Trimestral	Aram, D., & Besser-Biron, S. (2016). Apoyo de los padres durante diferentes tareas de escritura: Una comparación entre los padres de lectores precoces, preescolares y niños en edad escolar. Lectura y escritura, 30(2), 363-386. doi:l O. 1007/s11145-0169680-6	Calendarios SAC, actas
Estándares de Florida	Bi - Semanal	Hutchins. (2014). Noche de lectura familiar. doi:10.4324/9781315777719	Formularios de conferencias, Informes de ro reso
Capacitaciones para padres CELA, Matemáticas, Ciencias y / o Tecnolo ía	Trimestral	Matemáticas en casa y más allá de I Herramientas para ayudar a su ... (s.f.). Recuperado de https://www.worldscientific.c	Hojas de inicio de sesión, Agendas

		om/d0i/10.1142/9789813271 432 0004	

Formación del personal

Lake Forest Elementary ofrecerá la siguiente capacitación para educar a los maestros, al personal de apoyo educativo especializado, a los directores y a otro personal, con la asistencia de los padres, en el valor y la utilidad de las contribuciones de los padres, y en cómo llegar, comunicarse y trabajar con los padres como socios iguales, implementar y coordinar programas para padres y construir lazos entre los padres y las escuelas [Sección 1116 (e) (3)].

Actividad específica	Frecuencia y duración	Investigación basada en la evidencia	Evaluación de la aplicación y la eficacia
Comunicación y conferencias	Primera semana de agosto	Al establecer líneas abiertas de comunicación y desarrollar capacidades con los padres, la investigación muestra que las habilidades de lectura y matemáticas de los estudiantes aumentan.	Agendas Meet & Greet, agendas Open House

Otras actividades

Lake Forest Elementary desarrollará roles apropiados para organizaciones y empresas basadas en la comunidad en actividades de participación de los padres; y llevará a cabo otras actividades, como centros de recursos para padres, la escuela llevará a cabo estas actividades para alentar y apoyar la participación de los padres en la educación de sus hijos; y proporcionará otro apoyo razonable para las actividades de participación de los padres bajo esta sección según lo soliciten los padres [Secciones 1116 (e) (4), 1116(e)(13)y 1116(e)(14)].

Lake Forest Elementary ofrecerá un Centro de Recursos de Título I. El Centro estará disponible para los padres que tienen acceso limitado a las computadoras en el hogar. Lake Forest Elementary también tendrá libros disponibles para su visita en la sala de recursos para padres. Además, Lake Forest Elementary utilizará las redes sociales para dispersar las actualizaciones escolares relevantes y aumentar la participación de la familia con una lectura mensual en vivo en voz alta.

Comunicación

Lake Forest Elementary proporcionará a los padres de los niños participantes lo siguiente [Sección*1116(c)*

- Información oportuna sobre los programas bajo esta parte [Sección 1116(c)(4)(A)I;
- Una descripción y explicación del currículo en uso en la escuela, lasformasde evaluación académica utilizadas para medir el progreso de los estudiantes y los niveles de rendimiento del desafiante estándar académico estatal; y [Artículo *1116(c)*
- Si los padres lo solicitan, oportunidades de reuniones periódicas para formular sugerencias y participar, según corresponda, en las decisiones relacionadas con la educación de sus hijos, y responder a dichas sugerencias lo antes posible [Artículo *1116(c)(4)(C)]; y*
- Si el plan del programa para toda la escuela bajo la Sección 1114 (b) no es satisfactorio para los padres de los niños participantes, envíe cualquier comentario de los padres sobre el plan cuando la escuela ponga el plan a disposición de la agencia de educación local [Sección 1116 (c) (5)].

Lake Forest Elementary proporcionará información sobre los Programas de Título I de manera oportuna, utilizando varios métodos de comunicación, incluidos, entre otros, correos electrónicos, redes sociales, enlaces para padres y sitio web de la escuela, boletines informativos folletos.

Accesibilidad

Lake Forest Elementary brindará oportunidades completas de participación en actividades de participación de los padres para todos los padresy miembros de la familia (incluidos los padres y miembros de la familia con dominio limitado del inglés, discapacidades y padres yfamiliares de niños migrantes). Incluyendo proporcionar información e informes escolares requeridos
bajo la sección 1111 en un formato y, en la medida de lo posible, en un idioma que dichos padres entiendan [Sección 11160].

Los padres recibirán una notificación del plan en el boletín de la escuela y estarán disponibles en el vestíbulo delantero de la escuela. Toda la correspondencia relacionada con las reuniones de padres estará disponible en el sitio web de la escuela.

Pacto Escuela-Padre

Como componente del plan de participación de los padres a nivel escolar, cada escuela desarrollará conjuntamente, con los padres de todos los niños atendidos bajo esta parte,

un pacto escuela-padre, que describa cómo los padres, todo el personal de la escuela y los estudiantes compartirán la responsabilidad de mejorar el rendimiento académico de los estudiantes [Sección 1116 (d)].

Proporcionar a la LEA electrónicamente el Pacto Escuela-Padres y evidencia de la contribución de los padres en el desarrollo del pacto.

Adopción

Este Plan de Participación de los Padres de la Escuela se ha desarrollado conjuntamente con, y de acuerdo con, los padres de los niños que participan en los programas del Título I, Parte A, como lo demuestran las actas de la reunión del Consejo Asesor Escolar.

Este plan fue adoptado por la escuela el 6 de mayo de 2022 y estará vigente durante el año escolar 2022-2023. La escuela pondrá este plan a disposición de todos los padres de los niños participantes del Título I, Parte A en o antes del 30 de septiembre de 2022.

8/16/23

Principal(Direktè a) Date

8/16/2023

Presidente del SAC Date