



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, October 11, 2023
Commission Chambers

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1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS / PROCLAMATIONS	
5.1. Red Ribbon - Mayor Mohammed	6
2023 Red Ribbon October	
5.2. Breast Cancer - Mayor Mohammed	7
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6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell	9 - 30
09 13 2023 1st BUDGET HEARING MEETING	
09 13 2023 REGULAR COMMISSION MEETING	
09 27 23 2nd BUDGET HEARING MEETING	
7.2. FL Recovery Obligation Calculation Program - Acting Town Manager Ghany	31 - 38
We are recommending approval.	
Agenda Item Report - AIR-23-114 - Pdf	
7.3. Lobbyist contracts - Acting Town Manager Ghany	39 - 90
Staff recommends approving the lobbyist contracts.	
Agenda Item Report - AIR-23-127 - Pdf	
7.4. Second Amendment E-11 Participation Agreement and Regional Interlocal Agreement - Acting Town Manager Ghany	91 - 96
Aleem Legislation Details (With Text) (Second Amendment to PA-RILA	

[for E-911\)](#)

[Aleem Legislation Exhibit 1 - Second Amendment to PA and RILA \(1\)](#)

8. PLANNING CONSULTANT - MICHAEL VONDER-MEULEN

8.1. File No: 23-TW-01

97 - 113

Applicant: Koinonia Worship Center/Gisla Bush

Address: 4900 W. Hallandale Beach Blvd.

Request: Trafficways Waiver (SW 48th Avenue)

[Planner Koinonia Memo](#)

[01 - CC Koinonia Staff Report](#)

[02 - KWC Trafficways Plan Waiver](#)

[03 - Dedication and Waiver Exhibit](#)

[04 - Trafficways Map](#)

[05- LONO](#)

9. ORDINANCES - 2ND READING

9.1. Economic Development Advisory Board - Commissioner Jacobs

114 - 119

ORDINANCE NO. 2023-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" SPECIFICALLY CREATING ARTICLE XII; TO BE ENTITLED "ECONOMIC DEVELOPMENT ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF AN ECONOMIC DEVELOPMENT ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[2023-009 Economic Development Advisory Board](#)

9.2. Amending the Town's Sign Ordinance - Commissioner Jacobs

120 - 127

ORDINANCE NO. 2023-012

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 21 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "SIGNS AND ADVERTISING;" AMENDING ARTICLE II, ENTITLED "SIGNS" BY AMENDING DIVISION 1, ENTITLED "COMPREHENSIVE REGULATIONS AND REQUIREMENTS"; AMENDING SECTION 21-19 ENTITLED "PROHIBITED SIGNS;" PROVIDING AN EXCEPTION TO THE PROHIBITION OF ILLUMINATED WINDOW SIGNS; AMENDING SECTION 21-20, ENTITLED "PERMANENT SIGNS," TO ALLOW ILLUMINATED SIGNS ON WINDOWS AND DOORS ON PROPERTIES ENGAGING IN NONRESIDENTIAL USES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[2023-012 REVISED OPEN SIGN](#)

10. NEW BUSINESS

- 10.1. SCAG Lawnmower for Parks Dept. - Public Services Director Ghany 128 - 165

We are recommending approval.

[Agenda Item Report - AIR-23-115 - Pdf](#)

- 10.2. Professional Service Contract - Interim Town Manager Latroy Bell - 166
Acting Town Manager Ghany

[Agenda Item Report - AIR-23-132 - Pdf](#)

- 10.3. Bamboo Paradise Linear Park - Public Services Director Ghany 167

Staff request approval from the Commission to install electricity and trim trees.

[Agenda Item Report - AIR-23-134 - Pdf](#)

- 10.4. Separation Agreement - Acting Town Manager Ghany 168 - 174

Staff recommends approval.

[Agenda Item Report - AIR-23-135 - Pdf](#)

- 10.5. Housekeeping items - Mayor Mohammed, Town Clerk Martell 175 - 177

Seeking direction from the Commission.

[Agenda Item Report - AIR-23-131 - Pdf](#)

- 10.6. Town's Holiday Party - IT Director Pakula 178 - 189

Seeking Direction from Commission.

[Agenda Item Report - AIR-23-136 - Pdf](#)

11. OLD BUSINESS

- 11.1. Mechanical Contractors for Miscellaneous Maintenance and Repairs of 190 - 661
Mechanical Equipment and Related Trade Services (Town Hall A/C) -
Public Services Director Ghany

Staff recommends approval to piggyback from the Miami Dade College contract.

[Agenda Item Report - AIR-23-133 - Pdf](#)

- 11.2. Professional Consultant for the Police Department - Chief Dabney- 662 - 677
Donovan

[Police Accreditation Consulting](#)

[Police Professional Services Agmt](#)

- 11.3. Accommodations for lodging during conferences - Mayor Mohammed
Upcoming Conferences:
 - a. Florida League of Mayors, October 13-14, 2023 - Mayor Mohammed
 - b. Florida Association of City Clerks - Town Clerk Martell

12. DISCUSSION

- 12.1. Executive Recruiter - Mayor Mohammed 678 - 954
[Agenda Item Report - AIR-23-130 - Pdf](#)
[Recruiter WBCP Proposal _Pembroke Park FL Town Manager_ Option 3](#)
- 12.2. Office of the Inspector General - Mayor Mohammed, Interim Town Attorney Horowitz 955 - 1364

Discussion

[Agenda Item Report - AIR-23-128 - Pdf](#)
[OIG travel receipts](#)
[OIG travel receipts 2](#)

- 12.3. P-Card Policy - Vice Mayor Morrisette 1365

Current P-Card policy needs to be modified.

[Agenda Item Report - AIR-23-129 - Pdf](#)

- 12.4. Joint Legislative Auditing Committee (JLAC) - Audit Request - Commissioner Jacobs 1366 - 1375

A resolution from the Town of Pembroke Park commission requesting an audit by the Joint Legislative Auditing Committee.

[Agenda Item Report - AIR-23-126 - Pdf](#)

- 12.5. Acting Police Sergeant Pay Correction W/Backpay - Commissioner Jacobs 1376 - 1379

Rectify the compensation of the three acting police Sergeants in accordance with the Town of Pembroke Park Employee Handbook, December 2021, inclusive of back pay, to amend the oversight previously made by Police Chief Ra Shanna Dapney-Donovan.

[Agenda Item Report - AIR-23-125 - Pdf](#)

- 12.6. HR Analysis - Acting Town Manager Ghany 1380 - 1414
[Agenda Item Report - AIR-23-137 - Pdf](#)
[HR SRN Proposal Pembroke Park HR Dir](#)
[HR WBCP Proposal _Pembroke Park FL HR Director](#)

13. ATTORNEY REPORTS

- 13.1. RESOLUTION NO. 2023-023 - Interim Town Attorney Horowitz 1415 - 1416
 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF

PEMBROKE PARK, FLORIDA, **AUTHORIZING AND DIRECTING THE ACTING TOWN MANAGER, ALEEM GHANY, TO EXECUTE THE 4337-448-R MOD#3 GRANT ADMINISTERED BY THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT;** PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

[2023-023 grant approval](#)

14. TOWN MANAGER REPORTS

- 14.1. Approval of Lights on the second floor not to exceed \$1,400.00 - Public Services Director Ghany

15. COMMISSION REPORTS

Commissioner Jacobs
Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins
Vice Mayor Morrisette
Mayor Mohammed

16. ANNOUNCEMENTS

- 16.1. Special Magistrate Hearing, Wednesday, October 18, 2023 at 9:00 AM
Workshop Commission meeting, Wednesday, October 25, 2023 at 6:00 PM

CALENDAR OF EVENTS:

Fall Festival, Saturday, scheduled for October 28, 2023 4:00 PM to 7:00PM

Health Fair, Saturday, November 4, 2023 from 10:00 AM to 2:00 PM

Thanksgiving Giveaway, Saturday, November 18, 2023 from 6:00 PM to 9:00 PM

Toy Giveaway, Thursday, December 21, 2023, from 5:00 PM to 8:00 PM

17. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk

Regular Commission Meeting
October 11, 2023



TOWN OF PEMBROKE PARK PROCLAMATION

RED RIBBON WEEK

WHEREAS, COMMUNITIES ACROSS America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

Whereas, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

Whereas, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

Whereas, the red ribbon has been chosen as a symbol commemorating the work of Enrique “Kiki” Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

Whereas, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drugfree lifestyle and involvement in drug prevention and reduction efforts; and

Whereas, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drugfree environment; and

NOW, THEREFORE WE, Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Musfika Kashem and Commissioner Geoffrey Jacobs by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim designate October 23-31, 2023 as "**RED RIBBON WEEK**" in the Town of Pembroke Park, Florida

Dated this 11th day of October 2023.

Mayor Ashira Mohammed

Vice Mayor Erik Morrisette

Clerk Commissioner William R. Hodgkins

Acting Clerk Commissioner Musfika Kashem

Commissioner Geoffrey Jacobs

TOWN OF PEMBROKE PARK



PROCLAMATION

**BREAST CANCER
AWARENESS MONTH, 2023**

WHEREAS: *October 2023, the Town of Pembroke Park stands with the courageous women and men who have been diagnosed with breast cancer and honor those who have lost their battle to this terrible disease.*

WHEREAS: *As the second most common cancer affecting women, an estimated 1 in 8 women will develop breast cancer over the course of their lifetime and 281,550 women will be diagnosed with breast cancer in the United States in 2023; and*

WHEREAS: *As we observe National Breast Cancer Awareness Month, we are united in our community supporting the end to breast cancer and empathizing the lives of all those affected by this illness; and*

WHEREAS: *We applaud the advocates, medical professionals, researchers, and caregivers who dedicate their lives to making progress toward cures.*

AND *This month, we stand in solidarity with breast cancer survivors across the country delivering hope to patients everywhere.*

NOW, THEREFORE WE, *Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William R. Hodgkins, Acting Clerk Commission Kashem and Commissioner Jacobs by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim the month of October as*



BREAST CANCER AWARENESS MONTH

Dated this 11th day of October, 2023.

Mayor Ashira Mohammed

Vice Mayor Erik Morrisette

Clerk Commissioner William R. Hodgkins

Acting Clerk Commissioner Musfika Kashem

Commissioner Geoffrey Jacobs



TOWN OF PEMBROKE PARK PROCLAMATION

INDIGENOUS PEOPLES' DAY

Whereas, *Indigenous Peoples' Day honors the histories, cultures, and perspectives of Indigenous peoples and their ancestors who lived on the land now known as North America. They existed in these areas for thousands of years before the first European explorers arrived; and*

Whereas, *since time immemorial, American Indians, Alaska Natives, and Native Hawaiians have built vibrant and diverse cultures safeguarding land, language, spirit, knowledge, and tradition across the generation; and.*

Whereas, *indigenous peoples have made throughout history in public service, entrepreneurship, scholarship, the arts, and countless other fields are integral to our Nation, our culture, and our society. Indigenous peoples have served, and continue to serve, in the United States Armed Forces with distinction and honor at one of the highest rates of any group defending our security every day; and*

Whereas, *today, we acknowledge the significant sacrifices made by Native peoples to this country and recognize their many ongoing contributions to our Nation; and*

Whereas, *on Indigenous Peoples' Day, we honor America's first inhabitants and the Tribal Nations that continue to thrive today. We encourage everyone to celebrate and recognize the many Indigenous communities and cultures that make up our great country; and.*

NOW, THEREFORE WE, *Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Musfika Kashem and Commissioner Geoffrey Jacobs by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim October 9th 2023 as "**Indigenous Peoples' Day**" in the Town of Pembroke Park, Florida*

Dated this 11th day of October 2023.

Mayor Ashira Mohammed

Vice Mayor Erik Morrisette

Clerk Commissioner William R. Hodgkins

Acting Clerk Commissioner Musfika Kashem

Commissioner Geoffrey Jacobs



MINUTES BUDGET HEARING MEETING Meeting

6:00 PM - Wednesday, September 13, 2023
Council Chambers

The BUDGET HEARING MEETING of the Town of Pembroke Park was called to order on Wednesday, September 13, 2023, at 6:00 PM, in the Council Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrisette; Clerk Commissioner Bill Hodgkins; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

EXCUSED:

1 CALL TO ORDER

by Mayor Mohammed at 6:23PM

2 PLEDGE OF ALLEGIANCE

led by Mayor and Commissioners

3 ROLL CALL

The meeting was called to order at 6:23PM by Mayor Mohammed.

4 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

NONE

MOTION TO ADD A NON AGENDA - 5.7 RESOLUTION FOR THE ANNUAL BUDGET - MADE BY VICE MAYOR MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER KASHEM. MOTION PASSED 5-0.

BUDGET PRESENTATION MADE BY FINANCE CONSULTANT DILENA

5 RESOLUTIONS

1. Tentative Millage Rate - Finance Consultant DiLena

RESOLUTION NO. 2023-014

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING A TENTATIVE MILLAGE RATE OF 8.5000, WHICH IS 9.97% GREATER THAN THE ROLLED-BACK RATE OF 7.7293 FOR THE TOWN'S GENERAL OPERATING FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024;** PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Moved by Clerk Commissioner Bill Hodgkins
Seconded by Vice Mayor Erik Morrisette

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT
NONE
MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

MOTION TO APPROVE RESOLUTION 2023-014

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk
Commissioner Bill Hodgkins, Acting Clerk Commissioner
Musfika Kashem, and Commissioner Geoffrey Jacobs

PASSED 5-0 on a recorded vote

2. General Fund Budget - Finance Consultant DiLena

RESOLUTION NO. 2023-015

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, **OFFICIALLY ADOPTING AND APPROVING
THE ANNUAL BUDGET FOR THE GENERAL FUND FOR THE TOWN OF
PEMBROKE PARK FOR THE FISCAL YEAR 2023-2024 AND
APPROPRIATING THE FUNDS FOR THE OPERATION OF THE GENERAL
FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR
2023-2024**; PROVIDING FOR SEVERABILITY; SUPERSEDING
CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT
NONE
MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

MEETING TO BE SCHEDULED BETWEEN ACTING TOWN MANAGER
GHANY AND FINANCE DIRECTOR DILENA AND COMMISSIONER JACOBS
TO GO OVER THE BUDGET.

Moved by Clerk Commissioner Bill Hodgkins
Seconded by Acting Clerk Commissioner Musfika Kashem

MOTION TO APPROVE RESOLUTION 2023-015

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk
Commissioner Bill Hodgkins, and Acting Clerk Commissioner
Musfika Kashem

Nays: Commissioner Geoffrey Jacobs

PASSED 4-1 on a recorded vote

3. Water/Drainage Enterprise Fund Budget - Finance Consultant DiLena

RESOLUTION NO. 2023-016

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, **OFFICIALLY ADOPTING AND APPROVING
THE ANNUAL BUDGET FOR THE SURFACE WATER DRAINAGE**

ENTERPRISE FUND/DEBT SERVICE FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2023-2024 AND APPROPRIATING THE FUNDS FOR THE OPERATION OF THE SURFACE WATER DRAINAGE ENTERPRISE FUND/DEBT SERVICE FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT
NONE
MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

Moved by Clerk Commissioner Bill Hodgkins
Seconded by Acting Clerk Commissioner Musfika Kashem

MOTION TO APPROVE RESOLUTION 2023-016

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner Bill Hodgkins, and Acting Clerk Commissioner Musfika Kashem

Nays: Commissioner Geoffrey Jacobs

PASSED 4-1 on a recorded vote

4. Sewer Enterprise Fund - Finance Consultant DiLena

RESOLUTION NO. 2023-017

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING AND APPROVING THE ANNUAL BUDGET FOR THE SEWER ENTERPRISE FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2023-2024 AND APPROPRIATING THE FUNDS FOR THE OPERATION OF THE SEWER ENTERPRISE FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.**

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT
NONE
MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

Moved by Acting Clerk Commissioner Musfika Kashem
Seconded by Clerk Commissioner Bill Hodgkins

MOTION TO RESOLUTION 2023-017

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner Bill Hodgkins, and Acting Clerk Commissioner Musfika Kashem

Nays: Commissioner Geoffrey Jacobs

PASSED 4-1 on a recorded vote

5. Pension Trust Fund Budget - Finance Consultant DiLena

RESOLUTION NO. 2023-018

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING AND APPROVING THE ANNUAL BUDGET FOR THE PENSION TRUST FUND FOR THE FISCAL YEAR 2023-2024 AND APPROPRIATING THE FUNDS FOR THE OPERATION OF THE PENSION TRUST FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2023-2024;** PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT
NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

Moved by Acting Clerk Commissioner Musfika Kashem
Seconded by Clerk Commissioner Bill Hodgkins

MOTION TO APPROVE NUMBER 2023-018

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner Bill Hodgkins, and Acting Clerk Commissioner Musfika Kashem

Nays: Commissioner Geoffrey Jacobs

PASSED 4-1 on a recorded vote

6. Recurring Expenses - Finance Consultant DiLena

RESOLUTION NO. 2023-019

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE PAYMENT OF CERTAIN SERVICES, MATERIALS AND SUPPLIES WHICH ARE PROCURED ON A REGULAR OR RECURRING BASIS FOR THE FISCAL YEAR 2023-24;** PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT
NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

Moved by Acting Clerk Commissioner Musfika Kashem
Seconded by Vice Mayor Erik Morrisette

MOTION TO APPROVE RESOLUTION 2023-019

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk

Commissioner Bill Hodgkins, and Acting Clerk Commissioner
Musfika Kashem
Nays: Commissioner Geoffrey Jacobs
PASSED 4-1 on a recorded vote

7. Annual Budget for the Special Revenue Fund

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT
NONE
MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

Moved by Acting Clerk Commissioner Musfika Kashem
Seconded by Vice Mayor Erik Morrisette

MOTION FOR THE APPROVAL FOR RESOLUTION 2023-021

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk
Commissioner Bill Hodgkins, and Acting Clerk Commissioner
Musfika Kashem

Nays: Commissioner Geoffrey Jacobs
PASSED 4-1 on a recorded vote

6 COMMISSION REPORTS

NONE

7 ATTORNEY REPORTS

NONE

8 TOWN MANAGER REPORTS

NONE

9 ANNOUNCEMENTS

2nd Budget Hearing will be held on Wednesday September 27th, 2023 at 6:00 P.M.

10 ADJOURNMENT

WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 6:55 PM,
UNANIMOUS MOTIONED FOR ADJOURNMENT.

Commission Approved on _____

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.



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, September 13, 2023 at 7:00 PM

Mayor Ashira Mohammed
Vice Mayor Erik Morrisette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Kashem
Commissioner Geoffrey Jacobs

Acting Town Manager Ghany
Interim Town Attorney Hernandez
Town Clerk Martell

1 CALL TO ORDER MEETING CALLED TO ORDER AT 7:21PM

2 PLEDGE OF ALLEGIANCE LED BY MAYOR AND COMMISSIONERS

3 ROLL CALL The meeting was called to order at 7:21 pm by Mayor Jacobs. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; Williams Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were: Aleem Ghany, Acting Town Manager & Public Works Director; Paul Hernandez, Interim Town Attorney; Marlen Martell, Town Clerk; Joseline Ramirez, Chief Code Enforcement Officer; Mark Pakula, Information Technology Director; Jeffrey Louis, Emergency Management Manager; Suzi Reutlinger, Assistant to Town Clerk; and Ra Shana Dabney-Donovan, Chief

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

MOTION TO ACCEPT THE AGENDA AS IS MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER KASHEM, MOTION PASSES 5-0.

5 PRESENTATIONS / PROCLAMATIONS

Town of Pembroke Park
Regular Commission Meeting
September 13, 2023

1. Legislative Update - Honorable State Senator Pizzo

SENATOR PIZZO SPOKE ON RECORD

2. Honorable House Representative Woodson Appropriations Check

HONORABLE HOUSE REPRESENTATIVE WOODSON PRESENTED A CHECK TO THE TOWN IN THE AMOUNT OF \$594,289.00 FOR THE TELEMETRY SYSTEM FOR WASTEWATER AND STORMWATER.

3. Broward County Property Appraiser Update - Marty Kiar

MARTY KIAR SPOKE ON RECORD

4. Proclamation for Robert Levy years of service - Mayor and Commissioners

ROBERT LEVY SPOKE ON RECORD

5. Suicide Prevention - Barbara Markley - Mayor Mohammed

LINDA BLOOMFIELD SPOKE ON RECORD

6. Broward Mental Health Summit Day - Mayor Mohammed

MAYOR MOHAMMED READ PROCLAMATION BY TITLE ONLY

7. RED Ribbon - Mayor Mohammed

RED RIBBON PROCLAMATION TO BE READ ON THE OCTOBER 23, 2023 MEETING

8. Familles Je Vous Aime - Mayor Mohammed

VICE MAYOR MORRISSETTE TO HAND DELIVER PROCLAMATION TO PARIS.

9. National Hispanic Heritage Month - Mayor Mohammed

MAYOR MOHAMMED READ PROCLAMATION BY TITLE ONLY

10. GIS Presentation - Vice Mayor Morrisette

**MOTION TO APPROVE GIS IN AN AMOUNT NOT TO EXCEED \$13,000.00
MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK
COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.**

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE NONE

7 CONSENT AGENDA

**MOTION TO APPROVE THE CONSENT AGENDA MADE BY CLERK
COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR MORRISSETTE,
MOTION PASSES 5-0**

1. Approval of Minutes - Town Clerk Martell
08 01 2023 Special Commission Meeting
08 17 2023 Special Commission Meeting Employee Benefits
08 17 2023 Special Commission Meeting
08 23 2023 Workshop Commission Meeting
09 05 2023 Special Commission Meeting

2. Shoreline Foundation Inc. - Interim Town Attorney Horowitz

3. MPO-CSLIP (S.W. 52nd Avenue and South Park Road Bike Path & Sidewalk
Improvements) - Public Services Director Ghany

8 RESOLUTIONS

1. Revision to Broward County Enhanced Local Mitigation Strategy - Emergency
Management Manager Louis
RESOLUTION NO. 2023-013
A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **SUPPORTING
AND ADOPTING THE BROWARD COUNTY SEPTEMBER 2022 REVISED MULTI-
JURISDICTIONAL ENHANCED LOCAL MITIGATION STRATEGY**; PROVIDING FOR
CONFLICTS, AND PROVIDING AN EFFECTIVE DATE.

**MOTION TO ADOPT RESOLUTION 2023-013 MADE BY VICE MAYOR ERIK
MORRISSETTE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS.
MOTION PASSED 5-0.**

2. Affordable Housing - Planning Consultant Vonder Meulen
RESOLUTION NO. 2023-020
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, **AFFIRMING THE TOWN'S COMMITMENT TO THE BROWARD
COUNTY PLANNING COUNCIL TO PROVIDE AFFORDABLE HOUSING UNITS**

Town of Pembroke Park
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PURSUANT TO THE TOWN'S APPLICATION FOR A REDEVELOPMENT UNIT ALLOCATION; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE 2023-020 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

9 ORDINANCES

1. Medical Marijuana - Commissioner Jacobs

ORDINANCE NO. 2023-008

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 28 OF THE TOWN CODE OF ORDINANCES ENTITLED "ZONING," BY CREATING SECTION 28.94 ENTITLED "MEDICAL MARIJUANA DISPENSING FACILITIES PROHIBITED"; PROVIDING FOR PURPOSE AND FINDINGS; PROHIBITING MEDICAL MARIJUANA DISPENSING FACILITIES WITHIN THE TOWN OF PEMBROKE PARK AND DECLARING EXISTING USES LEGAL NONCONFORMING; AMENDING SECTION 28.187 ENTITLED "PERMITTED USES" TO REMOVE MEDICAL MARIJUANA AS A PERMITTED USE; DELETING SECTION 28.187 ENTITLED "DEFINITIONS RELATED TO MEDICAL MARIJUANA"; AMENDING SECTION 28-189 TO LIST MEDICAL MARIJUANA TREATMENT CENTERS AND DISPENSARIES AS A PROHIBITED USE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT
NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

NO MOTION ON FLOOR DIES

2. Economic Development Advisory Board - Commissioner Jacobs

ORDINANCE NO. 2023-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" SPECIFICALLY CREATING ARTICLE XII; TO BE ENTITLED "ECONOMIC DEVELOPMENT ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF AN ECONOMIC DEVELOPMENT ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT

NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

MOTION TO ADOPT RESOLUTION 2023-019 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

3. Chapter 4 Animals - Commissioner Jacobs

ORDINANCE NO. 2023-010

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **PERTAINING TO THE SUBJECT OF ANIMALS; AMENDING CHAPTER 4 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ANIMALS;" TO PROVIDE FOR ADDITIONAL AND UPDATED REGULATIONS FOR KEEPING OF CERTAIN FOWL; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT

NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

MOTION TO TABLE THIS ITEM MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

4. Smoking Prohibited in Outdoor Areas in Town Parks - Mayor Mohammed

ORDINANCE NO. 2023-011

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 18 OF THE TOWN CODE OF ORDINANCES, ENTITLED "PARKS AND RECREATION", BY SPECIFICALLY AMENDING SECTION 18-4 ENTITLED, "SMOKING PROHIBITED IN OUTDOOR AREAS IN TOWN PARKS;" PROHIBITING SMOKING IN TOWN PARKS, WITH THE EXCEPTION OF UNFILTERED CIGARS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT

NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

MAYOR MOHAMMED PASSED THE GAVEL TO VICE MAYOR MORRISSETTE

MOTION TO APPROVE THE ORDINANCE 2023-011 ENTITLING BANNING SMOKING IN OUR TOWN OWNED, TOWN OPERATED PUBLIC PARKS MADE BY MAYOR ASHIRA MOHAMMED, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION OPPOSED 2-3

THE GAVEL WAS PASSED BACK TO MAYOR MOHAMMED.

VICE MAYOR ERIK MORRISSETTE, CLERK COMMISSIONER WILLIAMS HODGKINS, AND COMMISSIONER GEOFFREY JACOBS OPPOSED.

MOTION TO KILL ORDINANCE 2023-011 MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 4-1 MAYOR ASHIRA MOHAMMED OPPOSED.

MOTION TO RECONSIDER THE ITEM OF SMOKING IN THE PARKS ITEM 9 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

MOTION TO TABLE THIS ITEM UNTIL THE NOVEMBER 8th REGULAR COMMISSION MEETING MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

5. Amending the Town's Sign Ordinance - Commissioner Jacobs
ORDINANCE NO. 2023-012 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 21 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "SIGNS AND ADVERTISING;" AMENDING ARTICLE II, ENTITLED "SIGNS" BY AMENDING DIVISION 1, ENTITLED "COMPREHENSIVE REGULATIONS AND REQUIREMENTS"; AMENDING SECTION 21-19 ENTITLED "PROHIBITED SIGNS;" PROVIDING AN EXCEPTION TO THE PROHIBITION OF ILLUMINATED WINDOW SIGNS; AMENDING SECTION 21-20, ENTITLED "PERMANENT SIGNS," TO ALLOW ILLUMINATED SIGNS ON WINDOWS AND DOORS ON PROPERTIES ENGAGING IN NONRESIDENTIAL USES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT
NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

MOTION TO ADOPT RESOLUTION 2023-012 AS AMENDED MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

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6. 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.**

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT

NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

MOTION TO TABLE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 3-2 ACTING CLERK COMMISSIONER MUSFIKA KASHEM AND COMMISSIONER GEOFFREY JACOBS OPPOSED.

10 NEW BUSINESS

1. Interim Town Manager Position - Mayor Mohammed

MAYOR MOHAMMED EXCUSED HERSELF, AND PASSED THE GAVEL TO VICE MAYOR MORRISSETTE

GAVEL PASSED BACK TO MAYOR MOHAMMED

MOTION TO HIRE DARRYL LATROY BELL

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 MAYOR ASHIRA MOHAMMED OPPOSED.

MOTION FOR TOWN MANAGER SALARY RANGE UP TO \$155,000.00 YEARLY MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

2. Town Attorney Services - Mayor and Commission

Submittals:

Nason Yeager

Ottinot Law

Weiss Serota

MOTION TO GO BACK OUT FOR BID FOR TOWN ATTORNEY SERVICES AND HAVE IT GO THROUGH THE ATTORNEY TO HAVE STANDARDIZATION ACROSS THE BOARD MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

MOTION TO REJECT ALL BIDS FOR THE TOWN ATTORNEY'S POSITION MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

3. Staffing of the Police Department - Clerk Commissioner Hodgkins

MOTION TO MAKE INTERIM CHIEF OF POLICE RASHANA DABNEY-DONOVAN PERMANENT CHIEF OF POLICE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

4. Roof Replacement - 1st Amendment - Public Services Director Ghany

MOTION TO APPROVE ROOF REPLACEMENT AMENDMENT MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY COMMISSIONER GEOFFREY JACOBS. MOTION PASSED 5-0.

5. FL Department of Environmental Protection - Vulnerability Assessment Agreement - Public Services Director Ghany

MOTION TO APPROVE THE VULNERABILITY ASSESSMENT FOR THIS AGREEMENT MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 5-0.

6. Finance Consultant - agreement - Acting Town Manager Ghany

MOTION TO APPROVE THE FINANCE CONSULTANT AGREEMENT MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 5-0.

7. New Access controls for the Three new doors on the first floor - IT Director Pakula

MOTION TO APPROVE THE INSTALLATION OF THE SECURITY SYSTEM IN AN AMOUNT NOT TO EXCEED \$10,500.00 MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

8. Appointing a Commissioner - Vice Mayor Morrisette to the Solid Waste Working Group - Commission

MOTION TO APPOINT VICE MAYOR MORRISSETTE TO THE WASTE WORKING GROUP MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 5-0.

MOTION TO APPOINT CLERK COMMISSIONER BILL HODGKINS AS ALTERNATE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY MAYOR ASHIRA MOHAMMED. MOTION PASSED 5-0.

9. Upcoming Conferences:

- a. Fall FAST Fly-In to Washington, D.C. - Commissioner Jacobs
- b. National League of Cities - City Summit in Atlanta, GA. November 16-18, 2023 - Mayor Mohammed
- c. Florida League of Cities Legislative Conference November 29th to December 1st - Mayor Mohammed

MOTION TO GO TO THE NATIONAL LEAGUE AND THE FLORIDA LEAGUE OF CITIES CONFERENCES IN AN AMOUNT NOT TO EXCEED \$2,500.00 PER PERSON AND IT'S OPEN TO ALL COMMISSIONERS AND TOWN MANAGER

MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 5-0.

11 OLD BUSINESS

1. Public Records Requests by the Commission - Mayor Mohammed, Town Clerk Martell

DISCUSSION ONLY

COMMISSIONER JACOBS LEFT MEETING AT 11:43PM

2. CLOSE-OUT MEMORANDUM - Vice Mayor Morrisette, Town Clerk Martell

12 DISCUSSION Mayor Mohammed - Mayor Mohammed apologized to everyone for her outburst, and stated for the record that enough is enough.

Vice Mayor Morrisette - He apologized to Ms. Reutlinger and Ms. Martell for being falsely accused of falsifying files and placed on record that the accusations were false. Vice Mayor Morrisette also reiterated to the Acting Town Manager to get someone to help with the records request because they are becoming an issue. Acting Town manager Aleem Ghany stated that Mr. Jacobs can contact the Town Attorney if there is an ongoing investigation.

Clerk Commissioner Bill Hodgkins - none

RESIDENT LILY PAGE SPOKE ON RECORD.

13 ATTORNEY REPORTS

14 TOWN MANAGER REPORTS

15 COMMISSION REPORTS

16 ANNOUNCEMENTS

1. Special Magistrate Hearing, Wednesday, September 20th at 9:00 AM
2nd Budget Hearing, Wednesday, September 27th at 6:00 PM
Workshop Commission meeting, Wednesday, September 27th at 7:00 PM
Regular Commission meeting, Wednesday, October 11th at 7:00 PM

CALENDAR OF EVENTS:

Fall Festival tentatively scheduled for October 27
Health Fair, Saturday, November 4, 2023
Tentative Thanksgiving Giveaway, Monday, November 20, 2023 from 6PM to 9PM
Toy Giveaway, Friday, December 16, 2023, from 11AM to 3PM

17 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 11:54PM

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

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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.



MINUTES BUDGET HEARING MEETING

6:00 PM - Wednesday, September 27, 2023
Commission Chambers

The BUDGET HEARING MEETING of the Town of Pembroke Park was called to order on Wednesday, September 27, 2023, at 6:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrisette; Clerk Commissioner Williams Hodgkins; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

EXCUSED:

1 CALL TO ORDER

by Mayor Mohammed at 6:00 PM

2 PLEDGE OF ALLEGIANCE

led by Mayor and Commissioners

3 ROLL CALL

4 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

None

5 RESOLUTIONS

FINANCE CONSULTANT DILENA PRESENTED HIS PRESENTATION

1. Adoption of FY 23/24 Millage Rate - Finance Consultant DiLena

RESOLUTION NO. 2023-022

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING A MILLAGE RATE OF 8.5000, WHICH IS 9.97% GREATER THAN THE ROLLED-BACK RATE OF 7.7293 FOR THE TOWN'S GENERAL OPERATING FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024;** PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT

NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

Moved by Clerk Commissioner Williams Hodgkins
Seconded by Vice Mayor Erik Morrisette

MOTION TO ADOPT RESOLUTION 2023-022

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk
Commissioner Williams Hodgkins, Acting Clerk Commissioner
Musfika Kashem, and Commissioner Geoffrey Jacobs

PASSED 5-0 on a recorded vote

2. General Fund Budget - Finance Consultant DiLena

RESOLUTION NO. 2023-015

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, **OFFICIALLY ADOPTING AND APPROVING
THE ANNUAL BUDGET FOR THE GENERAL FUND FOR THE TOWN OF
PEMBROKE PARK FOR THE FISCAL YEAR 2023-2024 AND
APPROPRIATING THE FUNDS FOR THE OPERATION OF THE GENERAL
FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR
2023-2024; PROVIDING FOR SEVERABILITY; SUPERSEDING
CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.**

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT
NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

Moved by Clerk Commissioner Williams Hodgkins
Seconded by Vice Mayor Erik Morrisette

MOTION TO APPROVE RESOLUTION 2023-015

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk
Commissioner Bill Hodgkins, Acting Clerk Commissioner
Musfika Kashem, and Commissioner Geoffrey Jacobs

PASSED 5-0 on a recorded vote

3. Water/Drainage Enterprise Fund Budget - Finance Consultant DiLena

RESOLUTION NO. 2023-016

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, **OFFICIALLY ADOPTING AND APPROVING
THE ANNUAL BUDGET FOR THE SURFACE WATER DRAINAGE
ENTERPRISE FUND/DEBT SERVICE FOR THE TOWN OF PEMBROKE
PARK FOR THE FISCAL YEAR 2023-2024 AND APPROPRIATING THE
FUNDS FOR THE OPERATION OF THE SURFACE WATER DRAINAGE
ENTERPRISE FUND/DEBT SERVICE FOR THE TOWN OF PEMBROKE
PARK FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR
SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND
PROVIDING AN EFFECTIVE DATE.**

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT

NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

Moved by Clerk Commissioner Bill Hodgkins

Seconded by Vice Mayor Erik Morrisette

MOTION TO APPROVE RESOLUTION 2023-016

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner Bill Hodgkins, Acting Clerk Commissioner Musfika Kashem, and Commissioner Geoffrey Jacobs

PASSED 5-0 on a recorded vote

4. Sewer Enterprise Fund - Finance Consultant DiLena

RESOLUTION NO. 2023-017

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING AND APPROVING THE ANNUAL BUDGET FOR THE SEWER ENTERPRISE FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2023-2024 AND APPROPRIATING THE FUNDS FOR THE OPERATION OF THE SEWER ENTERPRISE FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2023-2024**; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT

NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

Moved by Clerk Commissioner Williams Hodgkins

Seconded by Vice Mayor Erik Morrisette

MOTION TO ADOPT AND APPROVE RESOLUTION 2023-017

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner Bill Hodgkins, Acting Clerk Commissioner Musfika Kashem, and Commissioner Geoffrey Jacobs

PASSED 5-0 on a recorded vote

5. Pension Trust Fund Budget - Finance Consultant DiLena

RESOLUTION NO. 2023-018

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING AND APPROVING THE ANNUAL BUDGET FOR THE PENSION TRUST FUND FOR THE FISCAL YEAR 2023-2024 AND APPROPRIATING THE FUNDS FOR THE OPERATION OF THE PENSION TRUST FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2023-2024**; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT
NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

Moved by Clerk Commissioner Bill Hodgkins

Seconded by Vice Mayor Erik Morrisette

MOTION TO APPROVE NUMBER 2023-018

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk
Commissioner Bill Hodgkins, Acting Clerk Commissioner
Musfika Kashem, and Commissioner Geoffrey Jacobs

PASSED 5-0 on a recorded vote

6. Recurring Expenses - Finance Consultant DiLena

RESOLUTION NO. 2023-019

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, **AUTHORIZING THE PAYMENT OF CERTAIN
SERVICES, MATERIALS AND SUPPLIES WHICH ARE PROCURED ON A
REGULAR OR RECURRING BASIS FOR THE FISCAL YEAR 2023-24;**
PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING
RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT
NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

Moved by Clerk Commissioner Bill Hodgkins

Seconded by Vice Mayor Erik Morrisette

MOTION TO APPROVE RESOLUTION 2023-019

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk
Commissioner Bill Hodgkins, Acting Clerk Commissioner
Musfika Kashem, and Commissioner Geoffrey Jacobs

PASSED 5-0 on a recorded vote

7. Building Department Budget - Finance Consultant DiLena

RESOLUTION NO. 2023-021

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, **OFFICIALLY ADOPTING AND APPROVING
THE ANNUAL BUDGET FOR THE SPECIAL REVENUE FUND (BUILDING
DEPARTMENT) FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL
YEAR 2023-2024 AND APPROPRIATING THE FUNDS FOR THE
OPERATION OF THE SPECIAL REVENUE FUND (BUILDING
DEPARTMENT) FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL
YEAR 2023-2024;** PROVIDING FOR SEVERABILITY; SUPERSEDING
CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT

NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

Moved by Clerk Commissioner Williams Hodgkins

Seconded by Vice Mayor Erik Morrisette

MOTION TO APPROVE RESOLUTION 2023-021

Ayes: Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner Williams Hodgkins, Acting Clerk Commissioner Musfika Kashem, and Commissioner Geoffrey Jacobs

PASSED 5-0 on a recorded vote

6 ADJOURNMENT

WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 6:30 PM

Commission approved: _____

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.

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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:

Subject: FL Recovery Obligation Calculation Program

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - September 27, 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

F-ROC is a new initiative, sponsored by the Florida Division of Emergency Management (FDEM), that standardizes, streamlines, and simplifies the Public Assistance process. This will result in a quicker recovery and reduced risk for Applicants.

F-ROC will Standardize:

- Applicant's Projects: all projects will have the same look and feel which will result in fewer questions, faster approvals, and a more streamlined Public Assistance process.
- Forms and Documentation: simplifying the process by using intuitive features such as drop-down menus, limited free text, structured data, and essential data fields.

Participation to Request Form: Sept. 30th deadline to submit

- The initial opt-in will be for two (2) years and will only cover large, non-expedited, Category A (Debris Removal) and Category B (Emergency Protective Measures) projects.
- To receive the 20% baseline - complete the Opt-In training course with a score of 100%; and, ii. Submit the signed Participation Request Form.
- to increase the score, i. Complete the Disaster Readiness Assessment (DRA) and applicable abatement activities. ii. Complete the Post Disaster Questionnaire (PDQ). iii. Utilize the Division's standardized F-ROC forms. iv. Training (excluding the Opt-in and Leadership courses).

FUNDING:

By signing and returning the Participation Request Form applicants have the potential to receive a score up to 80%. This score is made up of three components:

1. 20% Baseline score for signing and returning the Request Form.
2. Up to a 40% score for completing the DRA.
3. Up to a 20% score for completing the PDQ.

Applicants who have received EMAP accreditation will receive an additional 5%.

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[2023-2024-official-f-roc-participation-request-form](#)

[2099_001](#)

**PARTICIPATION REQUEST FORM
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

Town of Pembroke Park

(hereinafter referred to as the "Applicant"), requests to participate in the Florida Recovery Obligation Calculation (F-ROC) program. The F-ROC program is an initiative, sponsored by the Florida Division of Emergency Management (hereinafter referred to as the "Division"), that assists Applicants in identifying risk in their organization and develops a clear action plan that will abate those risks, while standardizing and streamlining the Public Assistance process.

Applicant's name:	Town of Pembroke Park
Applicant's unique entity identifier:	N3JECFY4G8L8
Applicant's FEIN:	590968454
Applicant's Address:	3150 SW 52nd Ave, Pembroke Park, FL 33023

(1) DEFINITIONS

1. Disaster Readiness Assessment (DRA): The Disaster Readiness Assessment is a questionnaire completed prior to a disaster that evaluates the Applicant's risk of deobligations in the Public Assistance program.
2. Post Disaster Questionnaire (PDQ): The Post Disaster Questionnaire is completed after each Federally declared event to gather Applicant specific information regarding training and utilization of forms.
3. Expedited Projects: Applicants may submit Expedited Projects to FEMA if they have an immediate need for funding to continue life-saving emergency protective measures. If approved, the Applicant will be awarded 50% of the Federal portion of the FEMA-confirmed project cost based on initial documentation.
4. Obligated: FEMA obligates funding once a project meets Stafford Act eligibility requirements.
5. Deobligated: FEMA deobligates funding if previously obligated costs have been determined to be ineligible under the Public Assistance program.
6. Emergency Management Accreditation Program (EMAP): A voluntary standards, assessment, and accreditation process for disaster preparedness programs.

**PARTICIPATION REQUEST FORM
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

(2) CONTACT

Applicant Point of Contact:	Aleem A. Ghany, P.E.
Telephone:	(954) 966-4600 x212
Email:	aghany@tppl.gov

Division Point of Contact:	Recovery Bureau
Telephone:	(850) 815-4400
Email:	F-ROC@em.myflorida.com

- a. In the event that different representatives or addresses are designated by either party after submittal of this Participation Request Form, a notice of the name, address and email of the new representative will be provided to the other party in writing via letter or electronic email.

(3) TERMS AND CONDITIONS

Upon the Applicant submitting, via electronic mail to F-ROC@em.myflorida.com, the signed Participation Request Form for the F-ROC program and completing the mandatory Opt-In training course, the Applicant will receive the minimum/baseline score of 20% for work completed projects and work to be completed projects.

- a. Pursuant to this Participation Request Form, the initial opt-in will be for two (2) years and will only cover large, non-expedited, Category A (Debris Removal) and Category B (Emergency Protective Measures) projects. Annual renewal of this Participation Request Form will begin in January of the year in which the form is set to expire.
- b. To complete the participation process and receive the 20% baseline, the Applicant must:
- i. Complete the Opt-In training course with a score of 100%; and,
 - ii. Submit the signed Participation Request Form.
- c. If an Applicant wishes to increase their score, they can do so by completing the optional items listed below:
- i. Complete the Disaster Readiness Assessment (DRA) and applicable abatement activities.
 - ii. Complete the Post Disaster Questionnaire (PDQ).
 - iii. Utilize the Division's standardized F-ROC forms.
 - iv. Training (excluding the Opt-in and Leadership courses).
- d. This Participation Request Form will not apply to any Expedited Projects.
- e. The deadline to opt-in to the initial term of the F-ROC program, is September 30, 2023.

**PARTICIPATION REQUEST FORM
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

- f. The implementation of the F-ROC program does not guarantee funding for Applicants. Funding will remain dependent upon obligation by FEMA and the Applicant will be liable for repayment (See (7) REPAYMENTS) upon deobligation by FEMA of any dispersed funds.
- g. If the Applicant seeks to "opt-out" of F-ROC, the Applicant must make a request to that effect in writing to the Division, on their letter head and duly signed by an authorized representative of the Applicant.
- h. The deadline to complete the DRA, pursuant to this Participation Request Form, is December 31, 2023.
- i. The deadline to complete any abatement activities shall be March 31st of the calendar year after the Participation Request Form or renewal has been executed.
- j. The Applicant shall have sixty (60) days from the date their County is designated under the disaster declaration to complete the applicable PDQ. The PDQ must be completed in order to access additional points and increase the locked-in score. If the Applicant requests an extension on completing the PDQ, such an extension request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.
- k. The Applicant and the Division will identify the key Points of Contact (POC) respectively.
- l. The Division reserves the right to remove an Applicant from the program. Furthermore, if the Division has reason to believe that the Applicant is engaged in fraud, waste, abuse, or noncompliance of State and/or Federal laws, the Division may impose a one (1) year prohibition upon the Applicant from participation in the program.
- m. The Applicant's failure to complete the criteria set forth in this Participation Request Form shall result in a default to the traditional method of dispersing obligated Public Assistance funds; Meaning, the Division will consider failure to complete the requirements as the Applicant voluntarily "opting-out" of the program.
- n. The Participation Request Form duration shall be two (2) years with annual "opt-in" renewals.

(4) PERIOD OF PERFORMANCE

This Participation Request Form survives and remains in effect after termination, for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by the State and/or FEMA for each Category of Work type.

(5) FUNDING

- a. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation.
- b. By signing and returning the Participation Request Form for F-ROC, Applicants have the potential to

**PARTICIPATION REQUEST FORM
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

receive a score up to 80%. This score is made up of three components:

1. 20% Baseline score for signing and returning the Request Form.
 2. Up to a 40% score for completing the DRA.
 3. Up to a 20% score for completing the PDQ.
- c. Applicants who have received EMAP accreditation will receive an additional 5%.
- d. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be dispersed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.
- e. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

(6) PAYMENT

- a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by chapter 216, Florida Statutes.
- b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Applicant.

(7) REPAYMENTS

- a. Refunds or repayments of obligated funds may be paid to the Division via offset with another obligated Public Assistance project, check or a payment plan, as approved by the Department of Financial Services.
- b. All refund or repayments due to the Division under this Agreement are to be made payable to the order of "Florida Division of Emergency Management" and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Florida Division of Emergency Management Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

This Participation Request Form shall terminate upon the expiration date of May 31, 2025, unless the Applicant renews annually. The Division reserves the right to remove an Applicant from the program. The Division and Applicant agree that all records will be maintained until the conclusion of all applicable record retention

**PARTICIPATION REQUEST FORM
FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM**

periods.

IN WITNESS WHEREOF, the Applicant hereto has executed this Participation Request Form.

Applicant: Town of Pembroke Park

By: *Aleem A Ghany*
(Signature)

Name: Aleem A. Ghany, P.E.

Title: Acting Town Manager

Date: 09/20/2023

IMPORTANT F-ROC DATES

August 15, 2023

Disaster Readiness Assessment Opens

September 30, 2023

2023/2024 Opt-In Period Closes

December 31, 2023

Disaster Readiness Assessment Closes

March 31, 2024

Abatement Activities Due

June 1, 2024

Lock In Date for 2024 Hurricane Season

Course Name	Course Length (hours)	Audience
Phase 1		
F-ROC: Approach and Overview for Leaders	2	Leaders and executives
Virtual – F-ROC: Approach and Overview for Leaders	2	Leaders and executives
Houses of Worship (HOWs) – F-ROC: Approach and Overview for Leaders	1	HOWs
F-ROC Opt-In (eLearning)	1	Leaders with authority to opt-in to F-ROC
Phase 2		
A Comprehensive Approach to F-ROC Administration	7	Professionals responsible for completing F-ROC documentation
Phase 3		
F-ROC: General Emergency Management and Public Assistance	2	Fundamentals for professionals
Implementing Category A and Category B using the F-ROC Approach	2	Field professionals
Procurement using the F-ROC Approach	4	Administrative professionals

AGENDA ITEM REPORT



To: Commission
Subject: Lobbyist contracts
Meeting: AGENDA REGULAR COMMISSION MEETING - Oct 11 2023
Department: Administrative
Staff Contact: Aleem Ghany, Public Services Director

RECOMMENDATION:

Staff recommends approving the lobbyist contracts.

ATTACHMENTS:

[Lobby First Amendment to Capital Hills Consulting Agreement](#)
[Lobby CAS REVISED](#)
[Lobby First Amendment to CAS Governmental Services LLC Agreement \(00581886xC4B6A\)](#)
[Lobby First Amendment to Helmich Consultant Agreement](#)
[Lobby Professional Services Agreement - DC Consulting 2](#)
[LobbyREVISED TIDEWATER](#)

	Status:
Christian Noel, Accounts Payable	Approved - Oct 04 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 04 2023
Aleem Ghany, Public Services Director	Approved - Oct 04 2023
Marlen Martell, Town Clerk	Approved - Oct 04 2023

**FIRST AMENDMENT TO THE CONTRACT AGREEMENT BETWEEN THE TOWN
OF PEMBROKE PARK AND THE CAPITAL HILLS CONSULTANTS, INC.**

THIS FIRST AMENDMENT ("Amendment"), dated this ____ day of _____, 2023, is entered into by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town"),

and

THE CAPITAL HILLS CONSULTANTS, INC., a for profit corporation, located at 3400 NE 13th Terrace, Pompano Beach, FL, hereinafter "Consultant."

Town and Consultant may each be referred to herein as "party" or collectively as "Parties".

WHEREAS, the Parties entered into an agreement on September 14, 2022, for the Consultant to provide the Town with lobbying, consulting, and monitoring services before the Florida Legislature and the Broward County Legislative Delegation, and its committees for various legislative issues, referred to herein as the "Original Agreement"; and

WHEREAS, the definition of Professional Services, as set forth in §2-121 of the Town Code, includes lobbyists; and

WHEREAS, the Original Agreement, expires on September 30, 2023, but provides for three (3), one (1) year renewals upon agreement of the Parties; and

WHEREAS, the Town is satisfied with the services provided and the Parties desire to exercise the first renewal and amend the Original Agreement to add additional paragraphs and comply with Florida law, and

WHEREAS, the Parties agree that all remaining paragraphs of the Original Agreement shall remain in full force of effect; and

First Amendment
The Capital Hills Consulting Agreement
September 29, 2023

WHEREAS, the Town Commission of the Town of Pembroke Park determines that the extension and amendment of the Original Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

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

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

SECTION 2. The Parties hereby agree to the first renewal of the Original Agreement and the Original Agreement is hereby extended and shall now expire on September 30, 2024. The remaining renewals shall be exercised only upon written mutual consent of Parties.

SECTION 3. Paragraph 8 of the Original Agreement is hereby amended as follows:

8. Public Records

Public Records. To the extent Consultant is acting on behalf of Town as stated in Section 119.0701, Florida Statutes, Consultant shall:

8.1 Keep and maintain public records required by the Town to perform the services under this Agreement;

8.2 Upon request from the Town, provide the 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 Applicable Law;

8.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to the Town; and

8.4 Upon completion or termination of this Agreement, transfer to the Town, at no cost, all public records in possession of Consultant or keep and maintain public records required by the Town to perform the services. If Consultant transfers the records to the Town, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town upon request in a format that is compatible with the information technology systems of Town.

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 CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.

SECTION 4. The Original Agreement is hereby amended to include the following paragraphs:

12. Employment Eligibility. Consultant certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

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

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

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

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

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

All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. 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; and

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "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.

13. Sovereign Immunity. Nothing contained in the Agreement is intended nor shall be construed to waive Town's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

14. Payments. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. All consideration provided for in the Original Agreement may not be exceeded unless prior written approval is granted by the Town Commission.

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

TOWN:
Town Manager
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023

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Copy To:

Interim Town Attorney Jacob Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONSULTANT:

Rhonda Eaton, President
3400 NE 13th Terrace
Pompano Beach, FL 33064

Copy to:
Sigerson, David, Jr..
2436 North Federal Highway
Suite#483
Lighthouse Point, FL 33064

16. Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

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

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

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

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

Is engaged in business operations in Syria.

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First Amendment
The Capital Hills Consulting Agreement
September 29, 2023

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

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

20. Termination: The Town may terminate this agreement anytime for cause or for convenience upon providing thirty (30) days written Notice to the Consultant. The Original Agreement, as amended, shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.

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

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

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
Aleem Ghany, Acting City Manager

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Interim Town Attorney

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First Amendment
The Capital Hills Consulting Agreement
September 29, 2023

Consultant
CAPITAL HILLS CONSULTANTS,

INC.

Witnesses:

(witness print name)

(witness print name)

By: _____
Name: _____
Title: _____

(CORPORATE SEAL) ____ day of _____, 20__.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this ____ day of _____ 2023, by _____ of
_____, a State of _____ corporation, on behalf of the corporation.

NOTARY PUBLIC

____ Personally Known OR

____ Produced Identification

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Type of Identification Produced

{00581885.1 3399-0000000 }

**FIRST AMENDMENT TO THE CONTRACT AGREEMENT BETWEEN THE TOWN
OF PEMBROKE PARK AND THE CAS GOVERNMENTAL SERVICES, LLC.**

THIS FIRST AMENDMENT ("Amendment"), dated this 11th day of October, 2023, is entered into by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town"),

and

CAS GOVERNMENTAL SERVICES, LLC, a for profit corporation, located at 36910 3rd Street, PO Box 35, Canal Point, FL 33438, hereinafter "Consultant."

Town and Consultant may each be referred to herein as "party" or collectively as "Parties".

WHEREAS, the Parties entered into an agreement on September 16, 2022, for the Consultant to provide the Town with, including but not limited to preparation of legislative priorities and designated legislative issues, referred to herein as the "Original Agreement"; and

WHEREAS, the definition of Professional Services, as set forth in §2-121 of the Town Code, includes lobbyists; and

WHEREAS, the Town is satisfied with the services provided and the Parties desire define a term, extend, and amend the Original Agreement; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect; and

WHEREAS, the Town Commission of the Town of Pembroke Park determines that the extension and amendment of the Original Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

First Amendment
CAS Governmental Services, LLC
September 29, 2023

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

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

SECTION 2. The Parties hereby agree that the Original Agreement was for a term of one (1) year, and is extended for an additional year. The renewal term shall now expire on September 30, 2024. The Original Agreement, as amended, may be renewed annually upon written mutual consent of the Parties.

SECTION 3. The Original Agreement is hereby amended to include the following:
Additional Provisions

1. Public Records

Public Records. To the extent Consultant is acting on behalf of Town as stated in Section 119.0701, Florida Statutes, Consultant shall:

1.1 Keep and maintain public records required by the Town to perform the services under this Agreement;

1.2 Upon request from the Town, provide the 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 Applicable Law;

1.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to the Town; and

1.4 Upon completion or termination of this Agreement, transfer to the Town, at no cost, all public records in possession of Consultant or keep and maintain public records required by the Town to perform the services. If Consultant transfers the records to the Town, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All

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records stored electronically must be provided to the Town upon request in a format that is compatible with the information technology systems of Town.

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 CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.

2. **Employment Eligibility.** Consultant certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

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

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

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

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

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

All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. 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; and

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CAS Governmental Services, LLC
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The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "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.

3. Sovereign Immunity. Nothing contained in the Agreement is intended nor shall be construed to waive Town's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

4. Payments. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. All consideration provided for in the Original Agreement may not be exceeded unless prior written approval is granted by the Town Commission.

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

TOWN:

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

Copy To:

Interim Town Attorney Jacob Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONSULTANT:

Connie C. Canssche, President

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First Amendment
CAS Governmental Services, LLC
September 29, 2023

36910 3rd Street
PO Box 35
Canal Point, FL 33438

6. Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

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

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

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

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

Is engaged in business operations in Syria.

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

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

10. Termination. Termination of this contract may be made by either party giving thirty (30) days' written notice. Termination notice shall be in writing thirty (30) days prior the date given as the termination date. Termination shall not deprive Consultant from final invoicing and for payments for work already complete or substantially complete, or for neither funding

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First Amendment
CAS Governmental Services, LLC
September 29, 2023

approved or underway, nor shall termination deprive the Town from work products already complete or substantially complete.

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

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

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
Aleem Ghany, Acting City Manager

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Interim Town Attorney

(SIGNATURE BLOCK TO FOLLOW)

First Amendment
CAS Governmental Services, LLC
September 29, 2023

Consultant
CAS Governmental Services, LLC.

Witnesses:

(witness print name)

(witness print name)
(CORPORATE SEAL)

By: _____
Name: _____
Title: _____

____ day of _____, 20__.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____ 2023, by _____ of
_____, a State of _____ corporation, on behalf of the corporation.

NOTARY PUBLIC

_____ Personally Known OR

_____ Produced Identification

Type of Identification Produced

{00581886.2 3399-0000000 }

**FIRST AMENDMENT TO THE CONTRACT AGREEMENT BETWEEN THE TOWN
OF PEMBROKE PARK AND THE CAS GOVERNMENTAL SERVICES, LLC.**

THIS FIRST AMENDMENT ("Amendment"), dated this ____ day of _____, 2023, is entered into by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town"),

and

CAS GOVERNMENTAL SERVICES, LLC, a for profit corporation, located at 36910 3rd Street, PO Box 35, Canal Point, FL 33438, hereinafter "Consultant."

Town and Consultant may each be referred to herein as "party" or collectively as "Parties".

WHEREAS, the Parties entered into an agreement on September 16, 2022, for the Consultant to provide the Town with, including but not limited to preparation of legislative priorities and designated legislative issues, referred to herein as the "Original Agreement"; and

WHEREAS, the definition of Professional Services, as set forth in §2-121 of the Town Code, includes lobbyists; and

WHEREAS, the Town is satisfied with the services provided and the Parties desire define a term, extend, and amend the Original Agreement; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect; and

WHEREAS, the Town Commission of the Town of Pembroke Park determines that the extension and amendment of the Original Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

First Amendment
CAS Governmental Services, LLC
September 29, 2023

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

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

SECTION 2. The Parties hereby agree that the Original Agreement was for a term of one (1) year, and is extended for an additional year. The renewal term shall now expire on September 30, 2024. The Original Agreement, as amended, may be renewed annually upon written mutual consent of the Parties.

SECTION 3. The Original Agreement is hereby amended to include the following:
Additional Provisions

1. Public Records

Public Records. To the extent Consultant is acting on behalf of Town as stated in Section 119.0701, Florida Statutes, Consultant shall:

1.1 Keep and maintain public records required by the Town to perform the services under this Agreement;

1.2 Upon request from the Town, provide the 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 Applicable Law;

1.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to the Town; and

1.4 Upon completion or termination of this Agreement, transfer to the Town, at no cost, all public records in possession of Consultant or keep and maintain public records required by the Town to perform the services. If Consultant transfers the records to the Town, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All

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records stored electronically must be provided to the Town upon request in a format that is compatible with the information technology systems of Town.

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 CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.

2. **Employment Eligibility.** Consultant certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

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

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

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

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

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

All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. 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; and

First Amendment
CAS Governmental Services, LLC
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The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "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.

3. Sovereign Immunity. Nothing contained in the Agreement is intended nor shall be construed to waive Town's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

4. Payments. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. All consideration provided for in the Original Agreement may not be exceeded unless prior written approval is granted by the Town Commission.

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

TOWN:

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

Copy To:

Interim Town Attorney Jacob Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONSULTANT:

Connie C. Canssche, President

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First Amendment
CAS Governmental Services, LLC
September 29, 2023

36910 3rd Street
PO Box 35
Canal Point, FL 33438

6. Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

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

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

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

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

Is engaged in business operations in Syria.

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

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

10. Termination: The Town may terminate this agreement anytime for cause or for convenience upon providing thirty (30) days written Notice to the Consultant. The Original Agreement, as amended, shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of

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First Amendment
CAS Governmental Services, LLC
September 29, 2023

Pembroke Park in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.

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

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

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
Aleem Ghany, Acting City Manager

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Interim Town Attorney

(SIGNATURE BLOCK TO FOLLOW)

First Amendment
CAS Governmental Services, LLC
September 29, 2023

Consultant
CAS Governmental Services, LLC.

Witnesses:

(witness print name)

(witness print name)
(CORPORATE SEAL)

By: _____
Name: _____
Title: _____

____ day of _____, 20__.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____ 2023, by _____ of
_____, a State of _____ corporation, on behalf of the corporation.

NOTARY PUBLIC

_____ Personally Known OR

_____ Produced Identification

Type of Identification Produced

{00581886.1 3399-0000000 }

**FIRST AMENDMENT TO THE CONTRACT AGREEMENT BETWEEN THE TOWN
OF PEMBROKE PARK AND HELMICH CONSULTING, INC..**

THIS FIRST AMENDMENT ("Amendment"), dated this ____ day of _____, 2023, is entered into by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town"),

and

HELMICH CONSULTING, a for profit corporation, located 303 Johns Drive, Tallahassee, FL 32301, hereinafter "Consultant."

Town and Consultant may each be referred to herein as "party" or collectively as "Parties".

WHEREAS, the Parties entered into an agreement on October 12, 2022, for the Consultant to provide the Town with, including but not limited to, public relations, legislative consulting, lobbying and monitoring services, referred to herein as the "Original Agreement"; and

WHEREAS, the definition of Professional Services, as set forth in §2-121 of the Town Code, includes lobbyists; and

WHEREAS, the Original Agreement, expires on September 30, 2023, but provides for three (3), one (1) year renewals upon agreement of the Parties, and,

WHEREAS, the Town is satisfied with the services provided and the Parties desire to exercise the first renewal and amend the Original Agreement to add additional paragraphs and comply with Florida law, and

WHEREAS, the Parties agree that all remaining paragraphs of the Original Agreement shall remain in full force of effect; and

First Amendment
Helmich Consulting
September 29, 2023

WHEREAS, the Town Commission of the Town of Pembroke Park determines that the extension and amendment of the Original Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

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

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

SECTION 2. The Parties hereby agree to the first renewal of the Original Agreement and the Original Agreement is hereby extended and shall expire on September 30, 2024. All additional renewals shall be exercised upon mutual written consent of the Parties.

SECTION 3. Paragraphs 8 and 9 of the Original Agreement is hereby amended as follows:

8. Public Records

Public Records. To the extent Consultant is acting on behalf of Town as stated in Section 119.0701, Florida Statutes, Consultant shall:

8.1 Keep and maintain public records required by the Town to perform the services under this Agreement;

8.2 Upon request from the Town, provide the 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 Applicable Law;

8.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to the Town; and

8.4 Upon completion or termination of this Agreement, transfer to the Town, at no cost, all public records in possession of Consultant or keep and maintain public records required by the Town to perform the services. If Consultant transfers the records to the Town, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town upon request in a format that is compatible with the information technology systems of Town.

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 CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.

SECTION 4. The Original Agreement is hereby amended to include the following paragraphs:

11. **Employment Eligibility.** Consultant certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

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

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

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

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

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

All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. 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; and

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "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.

12. Sovereign Immunity. Nothing contained in the Agreement is intended nor shall be construed to waive Town's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

13. Payments. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. All consideration provided for in the Original Agreement may not be exceeded unless prior written approval is granted by the Town Commission.

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

TOWN:
Town Manager
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023

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First Amendment
Helmich Consulting
September 29, 2023

Copy To:

Interim Town Attorney Jacob Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONSULTANT:
Bill Helmich
303 Johns Road
Tallahassee, FL 32301

15. Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

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

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

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

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

Is engaged in business operations in Syria.

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

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

19. Termination: The Town may terminate this agreement anytime for cause or for convenience upon providing thirty (30) days written Notice to the Consultant. The Original Agreement, as amended, shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.

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

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

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
Aleem Ghany, Acting City Manager

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Interim Town Attorney

(SIGNATURE BLOCK TO FOLLOW)

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First Amendment
Helmich Consulting
September 29, 2023

Consultant
Helmich Consulting, Inc.

Witnesses:

(witness print name)

(witness print name)
(CORPORATE SEAL)

By: _____

Name: _____

Title: _____

____ day of _____, 20__.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____ 2023, by _____ of
_____, a State of _____ corporation, on behalf of the corporation.

NOTARY PUBLIC

_____ Personally Known OR

_____ Produced Identification

Type of Identification Produced

{00581895.1 3399-0000000 }

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, **2023** by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town"),

and

DC STRATEGIES LLC, a for profit corporation, located at 254 Balfour Drive, Winter Park, FL 32792, Canal Point, FL 33438, hereinafter "Consultant."

W I T N E S S E T H:

WHEREAS, the Parties entered into an agreement on October 1, 2022, for the Consultant to provide the Town with, including but not limited to, legislative consulting, lobbying, and monitoring services; and

WHEREAS, the Parties wish to modify and expand the Original Agreement; and

WHEREAS, the Parties have agreed that the best course of action is to reform the Original Agreement, and replace that document with this Agreement; and

WHEREAS, the Town Commission of the Town of Pembroke Park determines that the reformation and replacement of Original Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

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

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

ARTICLE 1 **PREAMBLE**

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

1.1 The Original Agreement, dated October 1, 2022, and entitled “Contractual Agreement,” is hereby replaced and reformed in its entirety in this Agreement.

1.2 The definition of Professional Services, as set forth in §2-121 of the Town Code, includes lobbyists.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONSULTANT hereby agrees to perform the services in the Extended Contractual Agreement as attached hereto and incorporated herein as **Exhibit “A.”**

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

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

ARTICLE 3 **TERM AND TERMINATION**

3.1 The term of this Agreement shall be two (2) years beginning on October 1, 2023 and termination on September 30, 2025. This Agreement may be renewed annually upon mutual written consent of the Parties.

3.2 This Agreement may be terminated by either party for cause, or for convenience, upon thirty days (30) written notice by the TOWN to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual

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budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.

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

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

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

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

Is engaged in business operations in Syria.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONSULTANT shall be entitled to invoice TOWN on a monthly basis for services performed as more particularly described in **Exhibit "B."** The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by TOWN. The compensation **shall not exceed ONE HUNDRED AND TEN THOUSAND DOLLARS (\$110,000.00) annually**, and this amount may be separated and billed to the TOWN monthly.

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

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

ARTICLE 5 **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

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

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

ARTICLE 6

INDEMNIFICATION

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

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

ARTICLE 7

INDEPENDENT CONSULTANT

7.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the TOWN's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with TOWN, State, H.U.D., or United States policies, rules or regulations relating to the use of

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CONSULTANT's Funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the TOWN and the TOWN will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 8

VENUE

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

ARTICLE 9

PUBLIC RECORDS

9.1 The TOWN of Cooper TOWN is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

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

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

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

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

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE

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**PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, TOWNCLERK@TPPFL.GOV,
3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.**

ARTICLE 10
E-Verify

10. Employment Eligibility. Consultant certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

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

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

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

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

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

All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. 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; and

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "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

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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.

Article 11

MISCELLANEOUS

11.1 **Sovereign Immunity.** Nothing contained in the Agreement is intended nor shall be construed to waive Town's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

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

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

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

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

11.5 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the

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award or making of this Agreement. For the breach or violation of this provision, TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

TOWN:

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

Copy To:

Jacob Horowitz, Esq.
Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONSULTANT:

Desinda Wood-Carper
PO Box 470
Winter Park, FL 32790

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

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

11.9 **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.

11.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and

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the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

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

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

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

TOWN:

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
Aleem Ghany, Acting Town Manager

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Interim Town Attorney

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CONSULTANT:

DC STRATEGIES INC.

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____ 2023, by _____ of
_____, a State of _____ corporation, on behalf of the corporation.

NOTARY PUBLIC

____ Personally Known OR
____ Produced Identification

Type of Identification Produced

EXHIBIT A

SCOPE OF WORK

6.1 Grant Research and Data Collection. The Contractor agrees to research funding opportunities that align with the Employer's needs, goals and qualifications. Consultation on such grant(s) between the Employer and the Contractor will commence and Employer will select the grant competitions for pursuit by the Contractor.

6.2 Grant Application Writing. The Contractor agrees to coordinate and jointly complete grant applications with the Employer's designated staff, experts and consultants during the interval of this Agreement.

6.3 Grant Application Processing & Costs. The application preparation of the Employer's grant(s) will require the securing, collecting and compiling of documents and ancillary information dictated and or requested by the Grantor. The Employer or its designee will submit required documents to the Contractor upon requests and in a timely manner. Employer will be responsible for all costs incurred as match funding requirement and application fee.

6.4 Legislative Development & Lobbying. The Contractor will assist with the development of the Employer's legislative proposals and priorities with the Employer's Lobbying consulting team and represents the Employer before federal, State and county granting agencies to secure grant funding, fulfillment of legislative budget requests or other funding opportunities.

6.5 Economic Development Advisory Committee Development and Staffing. The Contractor will assist in assembling a list comprised of residents, local community leaders and business owners for committee appointment by the Commission and establish the committee's vision, mission, policy and procedures and forward to the Commission for approval. The Contractor will construct the strategic plan, present it to the Commission for adoption and guide implementation by the committee. The Contractor will monitor committee progress, execute the recommendations set forth by the Commission and those contained, in and adopted from, the Pembroke Park Economic Development Feasibility Study. The Contractor will plan and facilitate committee meetings and report findings and progress to the Commission for adoption and implementation, when required. Recommendations and adopted measures will be utilized in seeking economic development grant opportunities and to support business retention and business recruitment.

6.6 Parks & Recreation Advisory Committee Development and Staffing. The Contractor will staff the Parks & Recreation Committee and facilitate meetings in accordance with the directives of the Commission. The Contractor will also assist the committee with developing recommendations for park improvements for two parks and to determine the recreational needs of the community. The Contractor will assist the committee in collecting suggestions and ideas from residence and the business community to assist a third-party consultant in the creation of the Town's Parks Master Plan. Recommendations set forth in the Master Plan will be utilized as a blue print to enhance, expand and improve recreational and outdoor environments and as a guide for the purpose of seeking grant opportunities.

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6.7 Special Projects. The Employer may require additional support with special projects, municipal administration, compliance issues, or other circumstances. Upon request and if available, the Contractor is open to assist the Employer within the confines of this AGREEMENT.

EXHIBIT “B”
FEE STRUCTURE

6.1 – 6.3 Grant Research and Data Collection (unlimited number of grants)	\$65,000.00
*Grant Application Writing (unlimited number of grants)	included
Grant Application Document Assembly & Processing	included
6.4 Legislative Development & Lobbying (Legislature, State Agencies & County)	\$20,000.00
6.5 Economic Development Advisory Committee Development and Staffing	\$10,000.00
6.6 Parks & Recreation Advisory Committee Development and Staffing	\$10,000.00
6.7 Special Projects (limited to Contractor’s field of expertise)	included
Travel expenses (Advisory meetings, FLC registrations/meetings, Legislative Fly-In’s	<u>\$5,000.00</u>
Total Contractual Compensation	\$110,000.00

***Contractor does not charge a percentage of any grant funding successfully secured for the Employer.**

**FIRST AMENDMENT TO THE CONTRACT AGREEMENT BETWEEN THE TOWN
OF PEMBROKE PARK AND TIDEWATER CONSULTING, INC.**

THIS FIRST AMENDMENT ("Amendment"), dated this ____ day of _____, 2023, is entered into by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town"),

and

TIDEWATER CONSULTING, a for profit corporation, located 115 E. Park Avenue, Unit 1, Tallahassee, FL 32301, hereinafter "Consultant or Tidewater."

Town and Consultant may each be referred to herein as "party" or collectively as "Parties".

WHEREAS, the Parties entered into an agreement on October 4, 2022, for the Consultant to provide the Town with, including but not limited to, legislative consulting, lobbying, and monitoring services, referred to herein as the "Original Agreement"; and

WHEREAS, the definition of Professional Services, as set forth in §2-121 of the Town Code, includes lobbyists; and

WHEREAS, the Original Agreement, expires on December 31, 2023, and has three (3), one (1) year renewals; and

WHEREAS, the Parties seek to enter into the first renewal term, commencing on January 1, 2024 and terminating on September 30, 2024, to provide for consistency with the Town's other lobbyist contracts; and

WHEREAS, notwithstanding a truncated renewal term, the Consultant's services are utilized by the Town throughout the legislative session, including any special or extended

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sessions, and the Town intends to compensate the Consultant for such services consistent with the Original Agreement; and

WHEREAS, the Town is satisfied with the services provided and the Parties desire to exercise the first renewal, amend the term of the Original Agreement, modify the payment schedule, and to amend the Original Agreement to comply with Florida law, and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect; and

WHEREAS, the Town Commission of the Town of Pembroke Park determines that the extension and amendment of the Original Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

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

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

SECTION 2. The Parties hereby agree to exercise the first renewal in the Original Agreement and the Original Agreement as extended and shall expire on September 30, 2024. The remaining renewals shall be exercised only upon written mutual consent of Parties, and shall no longer be automatic.

SECTION 3. Paragraph 8 of the Original Agreement is hereby replaced and amended follows:

8. The Parties agree that this Agreement is for a term of one (1) year, and may be renewed for three (3) additional one (1) year terms. The Consultant agrees they are fully compensated for the first year of the Agreement, through December 31, 2023. The Parties

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hereby further exercise the first renewal term, which shall commence on January 1, 2024, and shall terminate on September 30, 2024.

~~8. The term of this Agreement shall commence upon the execution of this Agreement by the parties and shall terminate on December 31, 2023 and may be renewed automatically for succeeding terms of three (3) additional years.~~

~~This Agreement may be terminated unilaterally by either party provided that thirty (30) days written notice of such termination is given by the party electing to terminate to the other party.~~

~~TIDEWATER may retain any and all amounts paid to it by the TOWN prior to the termination of the Agreement.~~

SECTION 4. Paragraphs 2 and 3 of the Original Agreement are hereby replaced and amended as follows:

2. The Parties agree that the TOWN shall pay TIDEWATER a sum not to exceed **SIXTY THOUSAND AND 00/100 (\$60,000.00) DOLLARS** for its services during the term of this Agreement, payable as follows: TOWN shall pay TIDEWATER \$20,000 on January 15, 2024, \$20,000 on April 15, 2024, and \$20,000 on July 15, 2024.

3. The TOWN further agrees to reimburse TIDEWATER for all reasonably expended out-of-pocket costs incurred in connection with this Agreement, including but not limited to airfare, hotel, meals, courier, federal express, etc., in an amount not to exceed **FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS**. All expenses must receive prior written approval from the Town Manager as a prerequisite for reimbursement.

SECTION 5. Paragraph 6 of the Original Agreement is hereby amended as follows:

6. Public Records

Public Records. To the extent Consultant is acting on behalf of Town as stated in Section 119.0701, Florida Statutes, Consultant shall:

6.1 Keep and maintain public records required by the Town to perform the services under this Agreement;

6.2 Upon request from the Town, provide the 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 Applicable Law;

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6.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to the Town; and

6.4 Upon completion or termination of this Agreement, transfer to the Town, at no cost, all public records in possession of Consultant or keep and maintain public records required by the Town to perform the services. If Consultant transfers the records to the Town, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town upon request in a format that is compatible with the information technology systems of Town.

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 CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.

SECTION 6. The Original Agreement is hereby amended to include the following paragraphs:

9. Employment Eligibility. Consultant certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

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

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

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September 29, 2023

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

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

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

All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. 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; and

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "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.

10. Sovereign Immunity. Nothing contained in the Agreement is intended nor shall be construed to waive Town’s rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

11. Payments. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. All consideration provided for in the Original Agreement may not be exceeded unless prior written approval is granted by the Town Commission. Consultant shall invoice the Town monthly for all services and reimbursements.

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

TOWN:

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

Copy To:

Interim Town Attorney Jacob Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONSULTANT:

Richard Coates
115. E. Park Avenue
Unit 1
Tallahassee, FL 32301

13. Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

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

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

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

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

Is engaged in business operations in Syria.

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

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

17. Termination. The Town may terminate this agreement anytime for cause or for convenience upon providing thirty (30) days written Notice to the Consultant. The Original Agreement, as amended, shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.

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

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

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
Aleem Ghany, Acting City Manager

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First Amendment
Tidewater Consulting
September 29, 2023

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Interim Town Attorney

(SIGNATURE BLOCK ON NEXT PAGE)

Consultant
Tidewater Consulting , Inc.

Witnesses:

(witness print name)

(witness print name)
(CORPORATE SEAL)

By: _____

Name: _____

Title: _____

____ day of _____, 20__.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____ 2023, by _____ of
_____, a State of _____ corporation, on behalf of the corporation.

{00581904.1 3399-0000000 }

First Amendment
Tidewater Consulting
September 29, 2023

NOTARY PUBLIC

_____ Personally Known OR

_____ Produced Identification

Type of Identification Produced



Broward County

Legislation Details (With Text)

File #: 23-979 **Version:** 1

Status: Agenda Ready

In control: Regional Emergency - Office of Regional Communications and Technology

On agenda: 6/13/2023 **Final action:**

Title: MOTION TO AUTHORIZE County Administrator to negotiate and execute a Second Amendment to the standard form Participation Agreement and Regional Interlocal Agreement between Broward County and each of the Municipal Participants in Broward County's Regional Consolidated E-911 Communications System, in substantially the form attached as Exhibit 1, subject to review by the County Attorney's Office as to legal form.

Sponsors:

Indexes:

Code sections:

Attachments: 1. Exhibit 1 - Second Amendment to PA and RILA

Date	Ver.	Action By	Action	Result
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Broward County Commission Regular Meeting

Director's Name: Tracy Jackson

Department: Regional Emerg Svcs & Comm **Division:** Office of Regional Comm & Tech

Information

Requested Action

MOTION TO AUTHORIZE County Administrator to negotiate and execute a Second Amendment to the standard form Participation Agreement and Regional Interlocal Agreement between Broward County and each of the Municipal Participants in Broward County's Regional Consolidated E-911 Communications System, in substantially the form attached as Exhibit 1, subject to review by the County Attorney's Office as to legal form.

Why Action is Necessary

Board approval is required to delegate authority to the County Administrator to approve an amendment to an interlocal agreement.

What Action Accomplishes

Provides authority to the County Administrator to circulate, finalize, and execute the Second Amendment to the standard form Participation Agreement between Broward County and each municipality participating in the Broward County Regional Consolidated E-911 Communications System.

Is this Action Goal Related

No

Previous Action Taken

At the March 10, 2020 meeting of the Board of County Commissioners (Item ID 20-397) the County Administrator was authorized to negotiate and execute a First Amendment to the standard form Participation Agreement and Regional Interlocal Agreement between Broward County and each of the Municipal Participants in Broward County's Regional Consolidated E-911 Communications System.

Summary Explanation/Background

This proposed standard form Second Amendment between the County and Municipality will amend the Participation Agreement and the RILA (collectively, the "System Agreements") to extend the terms of the System Agreements for coterminous, consecutive periods of five years.

BACKGROUND

On or about September 30, 2013, the vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Regional Consolidated E-911 Communications System which was subsequently amended by a First Amendment (as amended prior to this proposed Second Amendment, the "Participation Agreement") in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement, which was subsequently amended by a First Amendment (as amended prior to the effective date of this proposed Second Amendment, the "RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communications system.

Source of Additional Information

Tracy Jackson, Director, Regional Emergency Services and Communications, (954) 831- 3908

Fiscal Impact

Fiscal Impact/Cost Summary

There is no fiscal impact to Broward County.



**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE
PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET**

This Second Amendment ("Second Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality," "City," or "Participating Community") (collectively County and Municipality are referenced as the "Parties").

RECITALS

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs"), as well as a countywide interoperable public safety intranet that supports closest unit response in life-threatening emergencies and regional specialty teams.

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013, which was subsequently amended by a First Amendment (as amended prior to the effective date of this Second Amendment, the "Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement, which was subsequently amended by a First Amendment (as amended prior to the effective date of this Second Amendment, the "RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. County and the Broward Sheriff's Office ("BSO") are negotiating a new interlocal agreement (the "Operator Interlocal Agreement") pursuant to which BSO would staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services.

E. County and Municipality desire to amend the Participation Agreement and the RILA (collectively, the "System Agreements") to extend the terms of the System Agreements for coterminous, consecutive periods of five (5) years.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Participation Agreement or RILA, as applicable.
2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect.
3. The effective date of this Second Amendment shall be the date on which it is fully executed by County and the applicable Municipality, or September 30, 2023, whichever occurs first.
4. The provisions of this paragraph shall apply to both of the System Agreements, notwithstanding any contrary provision in either document. The terms of the System Agreements shall be coterminous and are hereby extended for a five (5) year period from October 1, 2023, through September 30, 2028, unless earlier terminated in accordance with this paragraph, and shall be automatically renewed for subsequent five (5) year terms on the same terms and conditions unless terminated in accordance with this paragraph. Any Participating Community may terminate the System Agreements upon at least 365 days' prior written notice to County; upon such notice, the Systems Agreements shall expire for that Participating Community as of the date stated in the termination notice that is at least 365 days after the date of the notice. Termination of the System Agreements by any one Participating Community will not terminate the System Agreements for any other Participating Community.
5. The Engagement Process set forth in Exhibit C to the RILA may itself be modified through the Engagement Process. Upon such modification, the modified Engagement Process shall automatically be substituted in place of Exhibit C to the RILA without the need for a written amendment.
6. Preparation of this Second Amendment has been a joint effort of the Parties 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.
7. This Second Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County through its Board Of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of ____, 2023, and Municipality, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
05/24/2023
Second Amendment PA/RILA
#621352.4

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE
PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET**

MUNICIPALITY

CITY OF _____

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 2023

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

City Attorney



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

Agenda Request

Meeting Date:	10/11/2023
Subject:	23-TW-01 Trafficways Waiver – Koinonia Worship Center
Initiated by:	☐ Town Commission ☐ Town Attorney ☒ Town Manager / Staff
Prepared by:	Name & Title: Mike Vonder Meulen, AICP, Consultant Town Planner
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Staff Report, Application, Dedication Exhibit, Trafficways Map, Letter of No Objection.
Fiscal Impact:	None
Policy Question(s) for Commission Considerations:	Motion to authorize Interim City Manager to sign letter of no objection.
Summary:	Broward County Planning Council seeks a letter of no objection from the Town prior to considering the request to waive the county required right-of-way dedication width for SW 48 th Avenue.
Background:	Full Background and discussion are in the staff report.
Discussion/Analysis:	Full Background and discussion are in the staff report.
Options:	The Town Commission can authorize or not authorize the letter of no objection.
Advantages:	If the trafficways waiver is granted by Broward County, the property owner will have more land to develop into a worship center.
Disadvantages:	Future widening of SW 48 th Avenue may become more difficult. At this time there are no plans to widen SW 48 th Avenue.
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	Approval
Additional Action Needed:	None

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



October 5, 2023

To: Mayor & Town Commission

Thru: Aleem Ghany, Interim Town Manager

From: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

RE: 23-TW-01 – Trafficways Waiver – SW 48th Avenue
Koinonia Worship Center
4900 W. Hallandale Beach Blvd.

Recommendation: The Planning and Zoning Board reviewed this application on October 5th, their recommendation will be provided at the Town Commission Meeting.

The Consultant Town Planner recommends approval of issuing a letter of no objection for the Trafficways Waiver subject to the following condition:

- Approval is subject to the dedication of the parcel identified as Parcel 514230130770 on the Bello & Bello survey dated 1/15/2016 being dedicated as right-of-way (see page 9 of the application).

Request: Koinonia Worship Center & Village Inc. requests a letter of no objection from the Town for a waiver of the 40-foot right-of-way dedication from the centerline requirement along SW 48th Avenue, which is a requirement of the Broward County Trafficways Plan. In support of this request, the Applicant offers the following two (2) reasons:

1. The Applicant has designed a new sanctuary facility for its ever-growing congregation. In its proposal and due to the existing structures on site, the Applicant seeks to build the new sanctuary in the vacant portion of the property that is located along SW 48th Avenue. Based on the design, the 40-foot right-of-way (for which the general public has no conceivable interest) dedication requirement substantially impairs the buildable area thus limiting the design options and beneficial use for an assembly space, more specifically the proposed sanctuary.
2. The applicant is the legal possessory owner of the 25-foot right-of-way. The trafficway 40-foot requirement does not affect the applicant's property along the 48th Avenue corridor because said property has never been platted, dedicated, "taken", or conveyed to the county by deed or easement that necessitates a compliance with the applicable County Trafficway Plan.

Background: As part of its charter, Broward County has claimed Land Use control over all lands within the county including lands within the municipalities. As part of this control, Broward County has created a Trafficways Map (copy attached). This map governs the ultimate right-of-way widths of certain roadways within the county SW 48th Avenue is identified as an eighty (80) foot collector on the Trafficways Plan Map. Therefore, prior to any development/redevelopment of

properties abutting a Trafficways would be required to dedicate the proper width of right-of-way prior to obtaining a building permit. The county has also established a waiver application when an applicant meets certain waiver criteria. Prior to granting a waiver, the county requires review and no objection from the municipality where the property is located.

The Applicant requests a waiver of the 40-foot right-of-way dedication from the centerline requirement along SW 48th Avenue. As a condition of approval of this request 15 feet of the required 40 feet of right-of-way dedication will continue to be required. This will create a minimum right-of-way width of 50 feet meeting the Town's minimum requirements. In addition to the two (2) rationales the applicant has provided, the Consultant Town Planner has provided additional justification for the Trafficways Waiver.

1. Only the section of SW 48th Avenue between Countyline Road and Hallandale Beach Blvd. is on the Trafficways map. This road segment does not contribute greatly to the Broward County network. There are other nearby roadways which better suit the county's trafficways network. Additional roadways including SW 40th Avenue and SW 56th Avenue are also located on the trafficways and extend farther north into Broward County.
2. Once the right-of-way dedication is complete pursuant to the Town condition of approval, the existing west right-of-way line of SW 48th Avenue will have consistent minimum dimension along the entire length of SW 48th Avenue (except for a 240-foot segment near Countyline Road).
3. All existing roadway pavement, drainage structures and sidewalks are located within the right-of-way (post dedication).
4. There are no plans nor funding to widen SW 48th Avenue by the Town, County or MPO.

The applicant has stated in the narrative and a conceptual site plan is provided as part of the application for a 30,550 square foot sanctuary. This trafficways waiver in no way implies approval of the site plan for the sanctuary. A separate site plan application must be filed with the Town.

Consistency with the Comprehensive Plan: The Consultant Town Planner finds that the proposed Trafficways Waiver is consistent and compatible with the following Goals, Objectives and Policies of the Town of Pembroke Park Comprehensive Plan including:

OBJECTIVE #1.3:

All development orders and permits for future development and redevelopment activities shall be issued only if the proposed use is consistent with the Land Use Designation for the property as defined in Policy 1.3.3A and the public facilities necessary to meet Level of Service standard (as included in the Capital Improvements Element of this plan) are available concurrent with the impacts of the development consistent with Chapter 163.3180 Florida Statutes as may be amended.

POLICY #1.3.2: If required public facilities and infrastructure are included in the first year of either the Town's, the Region's, the County's, or the State's adopted 5-year Capital Improvement Program and indicate that they are adequate to maintain acceptable Level of Service standards, consistent with Chapter 163.3180 FS as may be amended, the Town may issue a Development Order; provided the project satisfies a need and furthers the Town's commitment to quality development.

POLICY #1.3.4: IMPLEMENTATION REGULATIONS AND PROCEDURES

1. DEVELOPMENT REVIEW REQUIREMENTS

The Town may grant an application for a development permit consistent with its certified local Land Use Plan when it has determined that:

- A. No public or private development may be permitted except in compliance with the Broward

County Land Use Plan or the Town's Land Use Plan as Certified B.C.P.C. Certification Requirements.

B. The following requirements are met:

1. Transportation facilities, recreational, drainage and flood protection, potable water, solid waste and sanitary sewer public facilities and services will be available to meet established level of service standards, consistent with Chapter 163.3180 Florida Statutes and the concurrency management policies included with Goal 8.00.00 of the Broward County Land Use Plan as may be amended.

POLICY #1.5.25: Prior to approving a new development order for a new principal building, the Town shall use the following LOS standards in reviewing the impacts of new development and redevelopment upon public facility provision:

E. Arterial / Collector Roadways

The Town of Pembroke Park is located within Broward County's Transportation Concurrency Management Area (TCMA). All new development in the Town is subject to payment of Transit Impact Fees to Broward County.

POLICY #1.5.29: The Town of Pembroke Park adopts by reference the Broward County Planning Council "Trafficways Map" as part of the transportation element identifying future rights-of-way required to be protected based upon the Traffic circulation element and the Future Land Use Element, Comprehensive Plan. Site specific considerations could require additional R.O.W.

POLICY 2.6.1: The Town shall review, in conjunction with its Evaluation and Appraisal Reports, or separately, right-of-way requirements for existing and future transportation needs to ensure continuity of the thoroughfare system. The Town will coordinate requests for Trafficways Plan amendments with Broward County through a designated Town representative assigned to process these amendments.

POLICY 2.6.4: The Town shall through implementation of the Broward County Trafficways Plan and the minimum Town right-of-way standard of fifty (50) feet for local roads (60 feet for SW 52 Avenue), secure right-of-way dedications at time of development review to ensure that adequate right-of-way is provided to serve existing and future development.

**Trafficways Waiver Application
4900 West Hallandale Beach Boulevard
Pembroke Park, Florida
"Koinonia Worship Center & Village - New Sanctuary"**

1. Applicant Information

- a. Name, title, address, telephone and facsimile number for the owner(s) of the subject parcel.**

Koinonia Worship Center & Village, Inc.
4900 West Hallandale Beach Boulevard
Pembroke Park, FL 33023
Phone: 954-964-2901
Email: kwclawbush@aol.com

- b. Name, title, address, telephone and facsimile number for the applicant or agent**

Koinonia Worship Center % Gisle Bush
4900 West Hallandale Beach Boulevard
Pembroke Park, FL 33023
Phone: 954-964-2901
Email: kwclawbush@aol.com

- c. Applicant's rationale for the request. The Planning Council requests a condensed version suitable for inclusion in the Planning Council's staff report.**

The Applicant's property is located on the west side of 48th Avenue just south of Hallandale Beach Boulevard and North of County Line Road, in the Town of Pembroke Park. The Applicant requests a waiver of the 40-foot right-of-way dedication requirement along SW 48th Avenue, which is a requirement of the Broward County Trafficways Plan. In support of this request, the Applicant offers the following two (2) reasons:

- (1) The Applicant has designed a new sanctuary facility for its ever-growing congregation. In its proposal and due to the existing structures on site, the Applicant seeks to build the new sanctuary in the vacant portion of the property that is located along SW 48th Avenue. Based on the design, the 40-foot right-of-way (for which the general public has no conceivable interest) dedication requirement substantially impairs the buildable area thus limiting the design options and beneficial use for an assembly space, more specifically the proposed sanctuary.

(2) The applicant is the legal possessory owner of the 25 foot right-of-way. The trafficway 40 foot requirement does not affect the applicant's property along the 48th Avenue corridor because said property has never been platted, dedicated, "taken", or conveyed to the county by deed or easement that necessitates a compliance with the applicable County Trafficway Plan.

2. Application Fee

The required application fee of \$6,054 is enclosed with this application.

3. Local Government Information

a. Name of subject municipality

This property is located within the municipal boundaries of the Town of Pembroke Park, Florida.

b. Recommendation of the subject municipality regarding the proposed waiver.

A letter of support from the Town of Pembroke Park for the requested waiver is attached as Exhibit "A".

4. Support Information

a. Survey of subject parcel.

A survey of the subject parcel is attached as Exhibit "B".

b. Precise description of the requested waiver. Include graphics/maps as necessary to illustrate.

Based on the existing width of SW 48th Avenue along the Applicant's property line, the Broward County Trafficways Plan requires the Applicant to dedicate 40 feet of right-of-way. The Applicant requests a waiver of this requirement.

See attached graphics showing the request, attached as Exhibits "C-1", "C-2" and "C-3".

c. Detailed description of the existing and proposed use of the subject parcel. *Planning Council staff will utilize this information to analyze net projected average daily traffic impacts as per Institute of Transportation Engineers Methodologies.*

The parcel currently consists of six buildings on site. The table below provides the square footage and the existing uses of each building.

Building	Square Footage	Existing Use
A	6165 Sq. Ft.	Daycare/School
B	6165 Sq. Ft.	Office
C	6165 Sq. Ft.	Education
D	-	Demolished
E	6165 Sq. Ft.	Storage (Future - Youth & Senior Center)
F	6120 Sq. Ft.	Multi-purpose Facility
G	10,350 Sq. Ft.	Administrative Offices

The proposed use is a new sanctuary which includes a total square footage of 30,550.

d. Plat and/or site plan of subject parcel

The conceptual site plan is attached as Exhibit "D".

e. A description of why proposed development could not be located within the subject parcel consistent with the Trafficways Plan requirement.

Based on the architectural plans, the proposed development could not be located within the subject parcel because it would impede into the proposed parking spaces and the drive aisle which would in turn alter the overall circulation of the property. As a result, a total number of about 11 parking spaces would have to be eliminated based on the proposed plans which are necessary for the development of the site overall.

f. A description of the existing and planned future land uses, per the effective municipal land use plan, in the vicinity of the subject parcel.

The table below provides the future land use designations for the surrounding parcels, per the Town of Pembroke Park's Future Land Use Map.

Location	Existing Land Use	Future Land Use
North	Trailer Park Community	Low-Medium Density (LM)
South	Park	Public Recreation (R-2)
East	Retail	Commercial (C)
West	Vacant	Community Facilities (CF)

- g. Proposed waivers of Trafficways Plan segments also identified as “State Principal Arterial” or “State Minor Arterial” on the current Broward County State Highway Functional Classification Map must be accompanied by a position statement from the District IV Secretary of the Florida Department of Transportation.**

SW 48th Avenue is considered a “City Collector” road on the Broward County State Highway Functional Classification Map. As a result, a position statement from the District IV Secretary of the Florida Department of Transportation is not necessary.

- h. Describe impacts the waiver may have on corridor ingress and egress relative to adjacent properties.**

The ingress and egress of the proposed project along SW 48th Avenue will not be located near any of the ingress and egress of the adjacent properties and as a result will not impact those properties negatively.

- i. Provide the current Broward County Five (5) Year and Adopted Long Range Transportation Plan average daily traffic volumes, roadway capacities, and levels of service for the subject Trafficways Plan segment. The above referenced information is available at the Broward County Transportation Planning Division.**

This project is located along Sw 48th Avenue, south of Hallandale Beach Boulevard and north of County Line Road. The table below shows the current (2020) and the adopted (2045) average daily traffic volumes, roadway capacities, and level of service for the segment north of County Line Road along SW 48th Avenue.

Year	Volume	Capacity	LOS
2020	5500	13320	C
2045	11100	13320	D

- j. Indicate what improvements are programmed or planned for the subject Trafficways Plan segment including intersection improvements. Indicate the year of the programmed or planned improvement(s).**

There are currently 2 improvements that are planned for the SW 48th Avenue Trafficways Plan segment. Detail regarding both improvements is indicated below:

1. A new traffic signal mast arm at the Sw 48th Avenue/Hallandale Beach Blvd. intersection.
2. New sections of sidewalk and bike paths where missing along SW 48th Avenue.

- k. Describe impacts the waiver may have on transit, bicycle, or pedestrian travel.**

The proposed development will have no impacts on transit, bicycle or pedestrian travel. Transit would not be affected due to the fact that there are no bus routes along SW 48th Avenue. As it relates to pedestrian travel, the sidewalks that are currently located along SW 48th Avenue will remain intact and will not be negatively impacted by the construction of the proposed project. Bicycle travel will not be impacted as well because although there is a proposal for a bike route along SW 48th Avenue, it will be within the current confines of the existing right-of-way.

W Hallandale Beach Blvd

WEST HAL

LENGTH=39.16
RADIUS=25.00
DELTA=89°45'25"

HBB

PROPOSED 10' UTILITY
EASEMENT

N 89°34'12" E 179.40'

PROPOSED 10' RIGHT-OF-WAY
DEDICATION (WEST HALLANDALE
BEACH BLVD.)

CROSS ACCESS EASEMENT

*Sumfy
Lunsley*

*ROW Easement
Dedication 1957*

PARCEL A

4790 HALLANDALE BEACH BOULEVARD

*Dollar
General*

PROPOSED 10' UTILITY
EASEMENT

EXISTING PROPERTY LINE

PROPOSED 5' RIGHT-OF-WAY
EASEMENT (SW 48TH AVE.)

PROPOSED DRIVEWAY

KWC - Proposed
Sanctuary

Hollywood Ridge Farms Row

SOUTHWEST 48TH AVENUE

N 00°11'13" W 325.00'

SW 48 Ave.

LENGTH=39.38
RADIUS=25.00
DELTA=90°14'35"

S 89°

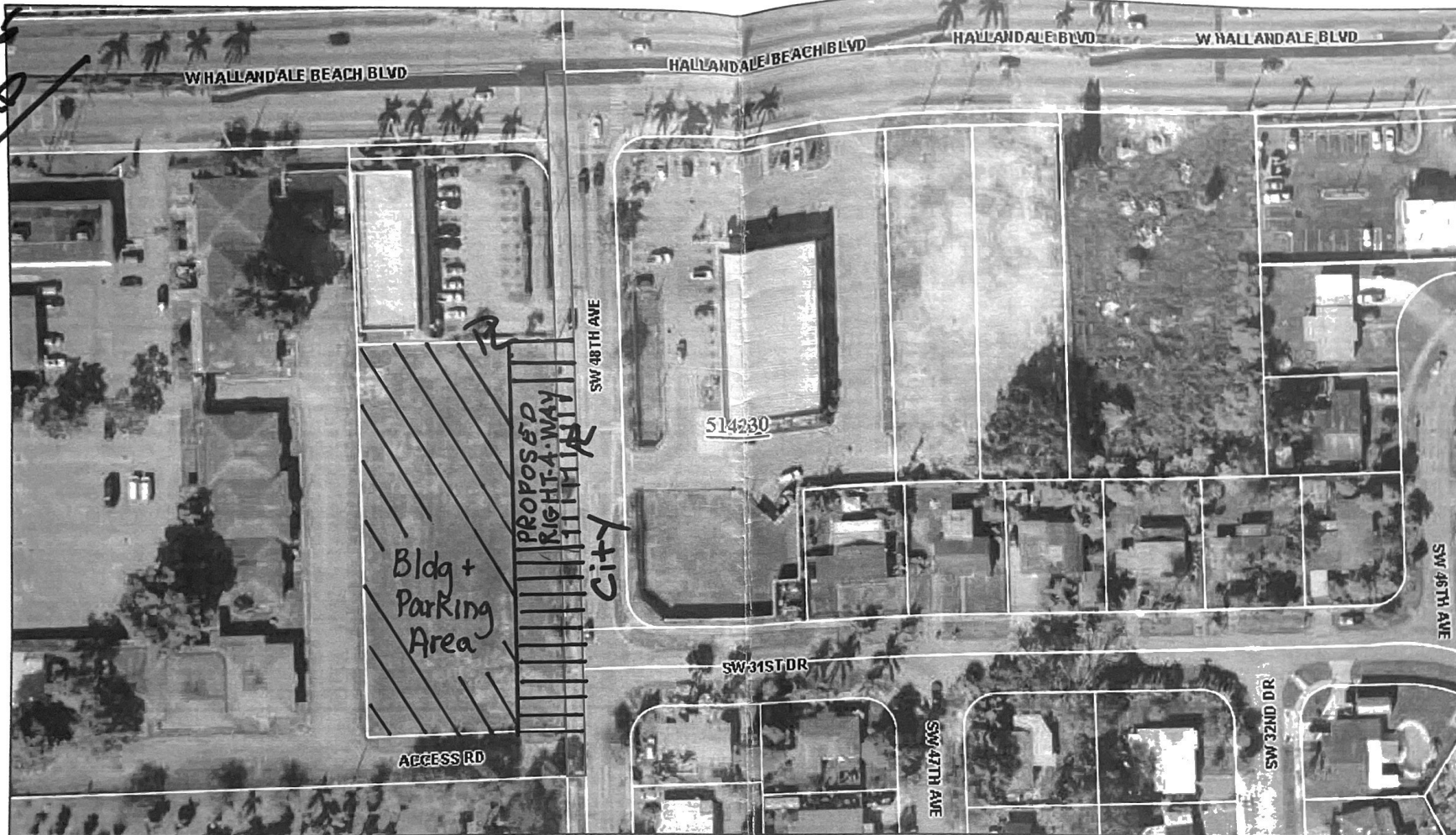
S 37°25'48" E 10'

Exhibit "C-1"

Property Id: 514230130770

**Please see map disclaimer

State
Road



July 24, 2019

Site SQ. FT: 45,000 SF
Buildable Area: 32,200 SF
Site Impacted by City: 28%

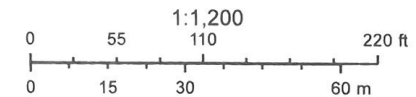


Exhibit "C-2"

Flight Date : Jan. 2 to Jan. 29, 2019 Broward County Property Appraiser

536.09"



PANEL NUMBER: 0727

FLOOD ZONE: X

CERTIFIED TO:
TD BANK, N.A., ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY
APPEAR; KONOWIA WORSHIP CENTER & VILLAGE, INC.; QUALIFIED TITLE
SERVICES, L.L.C.; OLD REPUBLIC NATIONAL LIQUOR COMPANY.
FLOOD ZONE: X

ODALYS C. BELLO-IZNAGA
PROFESSIONAL SURVEYOR & MAPPER No. 6169
STATE OF FLORIDA
FIELD WORK DATE: 12/18/2015
COMPLETION DATE: 12/23/2015
SURVEY REVISED: 01/15/2016

A 15 (FIFTEEN) FEET STRIP OF LAND LYING EAST OF AND IMMEDIATELY ADJACENT TO TRACT 41 A OF THE MISCELLANEOUS PLAT OF HOLLYWOOD RIDGE FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



PH: (305) 251-9606 FAX: (305) 251-6057

SURVEY No. 15769

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY OF THE HEREON DESCRIBED PROPERTY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION AND SAID SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5317, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NOTES:

- [illegible]

[illegible]

L.A. MYERS
ARCHITECTURE
ONE WEST COURT SQUARE
SUITE 750
DECATUR, GA 30030
LAMarchitects.com

MAXAM UNION, LLC
ROBIN MAXAM, CSI

SPECIFICATIONS

**HAMMOND &
ASSOCIATES**

**STEPHEN FARQUHARAS, P.E.
MECH/ELEC**

PROJECT
CLASSIC, LLC

FARID ABUGATTAS, P.E.
STRUCTURAL

**HOLLAND
ENGINEERS**
SUSAN HOLLAND, P.E.
CIVIL

LLOYD A. MYERS, AIA

THIS DRAWING IS THE PROPERTY OF L.A. MYERS ARCHITECTURE LLC. IT IS INTENDED TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN AND RETURNED TO ARCHITECT AFTER USE OR UPON REQUEST.

KOINONIA WORSHIP CENTER
SANCTUARY
4900 W. HALLANDALE BEACH BLVD.
PEMBROKE PARK, FLORIDA 33023

KOINONIA
WORSHIP CENTER & VILLAGE
"RIGHT WITH GOD, AND RIGHT WITH EACH OTHER"

CONSTRUCTION DOCUMENTS-25%

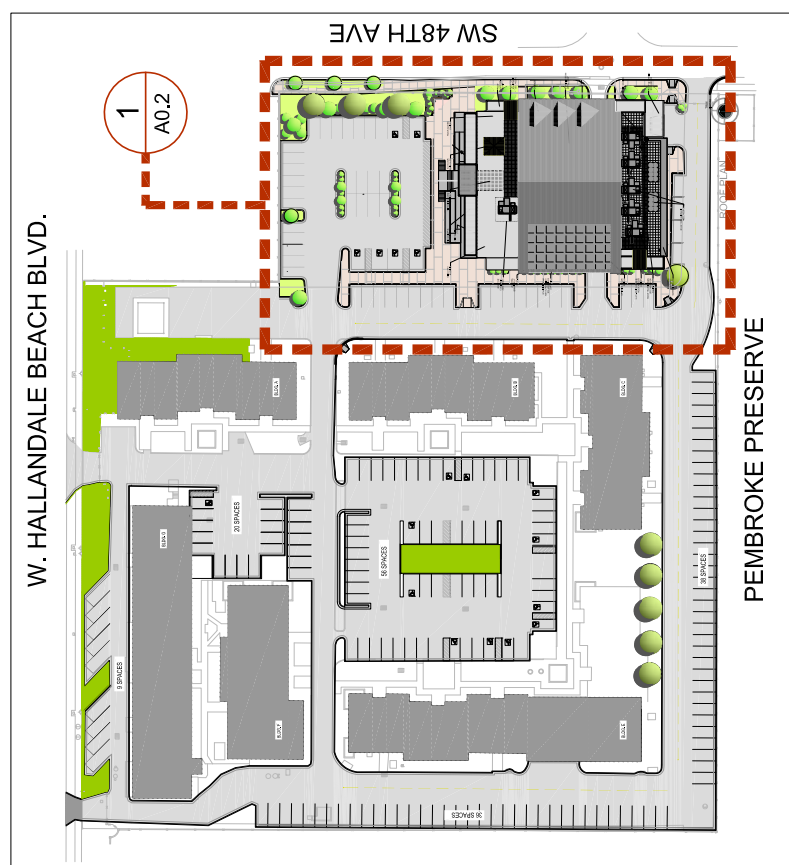
DATE: 06 DEC 2019	REVISIONS	
NO.	DATE	COMMENTS

DRAWN BY: _____
REVIEWED BY: L.A.M.
SCALE: as noted

ARCHITECTURAL
SITE PLAN

A0.2

COSTING/REVIEW ■

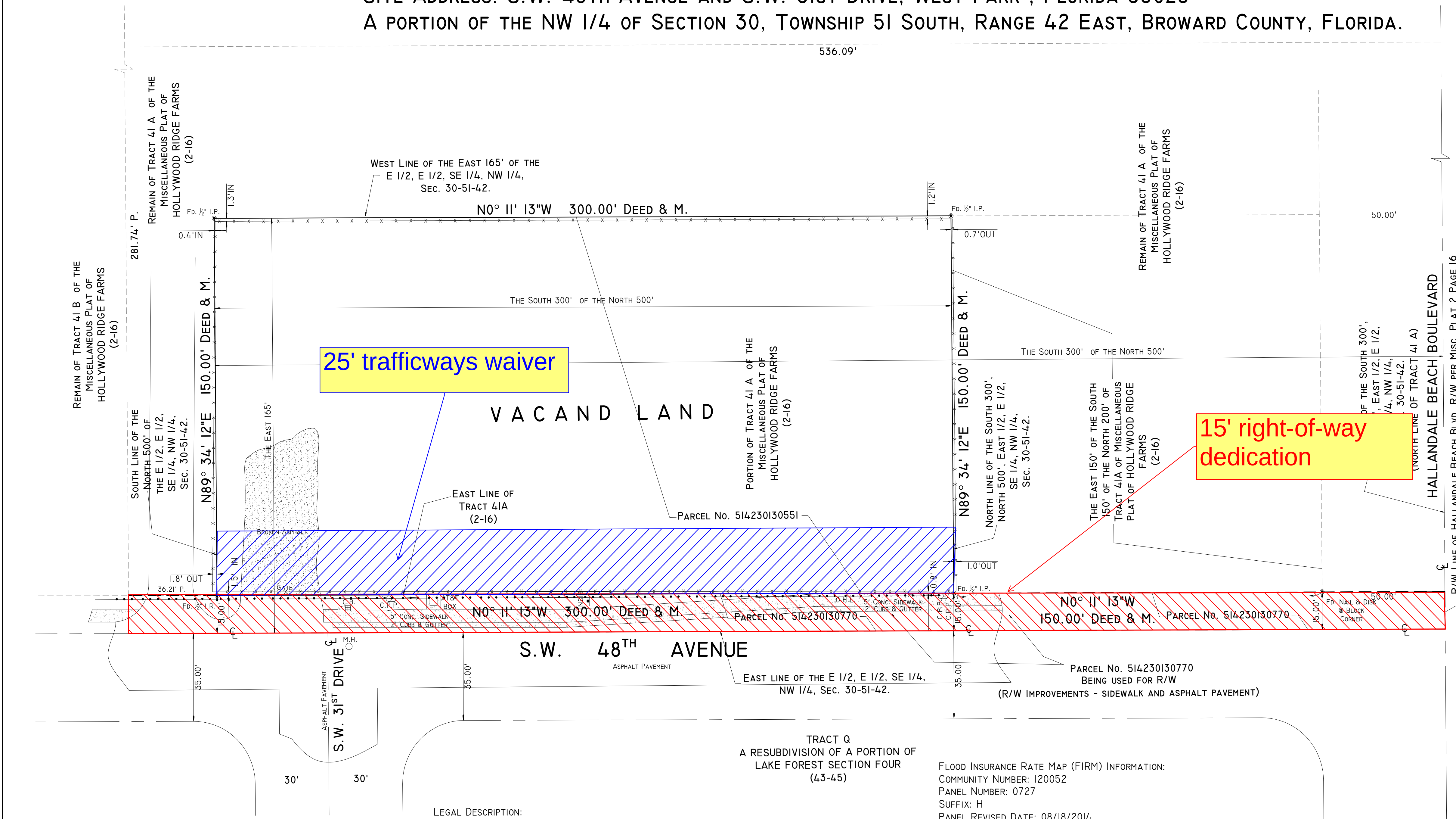
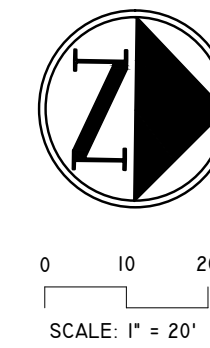


1 SITE PLAN - ARCHITECTURAL
A0.2 1/16"=1'-0"

Exhibit "D"

MAP OF BOUNDARY SURVEY

SITE ADDRESS: S.W. 48TH AVENUE AND S.W. 31ST DRIVE, WEST PARK , FLORIDA 33023
A PORTION OF THE NW 1/4 OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.



LEGEND & ABBREVIATIONS		
	CONC.	CONCRETE
	BLK WALL	CONC. BLOCK WALL
	WOOD DECK	WOOD DECK
	COVERED AREA	COVERED AREA
	ASPHALT	ASPHALT
	CLF	CHAIN LINK FENCE (CLF)
	WF	WOOD FENCE (WF)
	IF	IRON FENCE (IF)
	A	ARC DISTANCE
	L	LENGTH
	Δ	CENTRAL ANGLE / DELTA
	R	RADIUS
	T	TANGENT
	P.T.	POINT OF TANGENCY
	P.C.	POINT OF CURVATURE
	P.C.C.	POINT OF COMPOUND CURVE
	P.R.C.	POINT OF REVERSE CURVE
	CH	CHORD
	CH. BRG.	CHORD BEARING
	B.M.	BENCH MARK
	B.R.	BEARING REFERENCE
	P.O.C.	POINT OF COMMENCEMENT
	P.O.B.	POINT OF BEGINNING
	T.B.M.	TEMPORARY BENCH MARK
	T.B.M.	TEMPORARY BENCH MARK
	B.C.	BLOCK CORNER
	P.L.	PROPERTY LINE
	C.L.	CENTER LINE
	M.L.	MONUMENT LINE
	CALC.	CALCULATED
	M.	FIELD MEASURED
	P.	PER PLAT
	TYP.	TYPICAL
	P.R.M.	PERMANENT REFERENCE MONUMENT
	P.C.P.	PERMANENT CONTROL POINT
	FD. NAIL	FOUND NAIL
	FD. D/H	FOUND DRILL HOLE
	FD. 1/2" I.P.	FOUND IRON PIPE 1/2" DIAMETER
	C.M.	CONCRETE MONUMENT
	FD. I.R.	FOUND IRON REBAR
	FD. P.K. NAIL	FOUND PARKER-KALON NAIL
	P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
	A/C	AIR CONDITIONER PAD TRANSFORMER
	P.P.	POWER POLE
	D.M.E.	DRAINAGE & MAINTENANCE EASEMENT
	U.E.	UTILITY EASEMENT
	A.E.	ANCHOR EASEMENT
	D.E.	DRAINAGE EASEMENT
	ENCR.	ENCROACHMENT
	F.F. ELEV.	FINISHED FLOOR ELEVATION
	N.T.S.	NOT TO SCALE
	P.B.	FLAT BOOK
	O.R.B.	OFFICIAL RECORD BOOK
	M.H.	MAN HOLE
	C.B.S.	CONCRETE BLOCK STRUCTURE
	BLDG.	BUILDING
	O.H.L.	OVERHEAD UTILITY LINES
	TEL.	TELEPHONE FACILITIES
	C.B.	CATCH BASIN
	R/W	RIGHT OF WAY
	W.M.	WATER METER
	ELEV.	ELEVATION
	SEC.	SECTION
	TWP.	TOWNSHIP
	RG.	RANGE
	SWK.	SIDEWALK
	E.E.	EXISTING ELEVATION

LEGAL DESCRIPTION:
PARCEL No. 514230130551
THE EAST 165 FEET OF THE SOUTH 300 FEET OF THE NORTH 500 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, LESS THE EAST 15 FEET THEREOF, OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 42 EAST OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
ALSO DESCRIBED AS FOLLOWS:
THE EAST 150 FEET OF THE SOUTH 300 FEET OF THE NORTH 500 FEET OF TRACT 41 A OF THE MISCELLANEOUS PLAT OF HOLLYWOOD RIDGE FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL No. 514230130770
A 15 (FIFTEEN) FEET STRIP OF LAND LYING EAST OF AND IMMEDIATELY ADJACENT TO TRACT 41 A OF THE MISCELLANEOUS PLAT OF HOLLYWOOD RIDGE FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

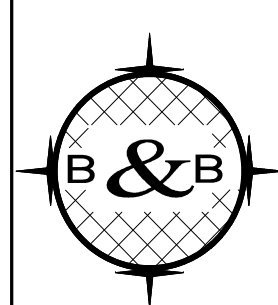
FLOOD INSURANCE RATE MAP (FIRM) INFORMATION:
COMMUNITY NUMBER: 120052
PANEL NUMBER: 0727
SUFFIX: H
PANEL REVISED DATE: 08/18/2014
FLOOD ZONE: X

CERTIFIED TO:
TD BANK, N.A., ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR; KOINONIA WORSHIP CENTER & VILLAGE, INC.; QUALIFIED TITLE SERVICES, L.L.C.; OLD REPUBLIC NATIONAL INSURANCE COMPANY.

- NOTES:
- 1.- LEGAL DESCRIPTION PROVIDED BY OTHERS. THIS SURVEY DOES NOT DETERMINE OR IMPLY PROPERTY OWNERSHIP.
 - 2.- THE LANDS SHOWN HEREIN ARE SUBJECT TO RESTRICTIONS OF PLAT OF RECORD. THERE MAY BE ADDITIONAL RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 - 3.- BOUNDARY DISTANCES AND DIRECTIONS ARE PLATTED AND MEASURED UNLESS OTHERWISE SHOWN.
 - 4.- ELEVATIONS, IF SHOWN, ARE REFERRED TO NGVD 1929.
 - 5.- UNDERGROUND IMPROVEMENTS AND UTILITIES ARE NOT LOCATED ON THIS SURVEY MAP.
 - 6.- FENCE OWNERSHIP NOT DETERMINED. APPARENT CLEARANCES AND/OR ENCROACHMENTS ARE NOTED BY VISUAL MEANS ONLY.
 - 7.- NO IDENTIFICATION CAPS FOUND ON PROPERTY CORNERS, UNLESS OTHERWISE NOTED.
 - 8.- THE SCALE, AS SHOWN IS THE INTENDED PLOTTING SCALE OF THIS MAP.
 - 9.- THIS SURVEY IS EXCLUSIVELY FOR THE USE OF THE PARTIES TO WHOM IT IS CERTIFIED.
 - 10.- THIS SURVEY MAP AND THE COPIES THEREOF, ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - 11.- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY OF THE HEREON DESCRIBED PROPERTY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION AND SAID SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ODALYS C. BELLO-IZNAGA
PROFESSIONAL SURVEYOR & MAPPER No. 6169
STATE OF FLORIDA
FIELD WORK DATE: 12/18/2015
COMPLETION DATE: 12/23/2015
SURVEY REVISED: 01/15/2016



BELLO & BELLO
LAND SURVEYING CORPORATION
LB No. 7262
WWW.BELLOLANDSURVEYING.COM
12230 S.W. 131 AVENUE, SUITE 201
MIAMI, FLORIDA 33186
PH: (305) 251-9606 FAX: (305) 251-6057

SURVEY No. 15769

Exhibit "C-3"

Page 112 of 1416

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov



October 12, 2023

Barbara Blake Boy, Executive Director
Broward County Planning Council
115 S. Andrews Avenue - #307
Fort Lauderdale, FL 33301

**Re: Town of Pembroke Park – Case No. 23-TW-01
4900 West Hallandale Beach Blvd. – Koinonia Worship Center
No Objection Letter to Trafficways Waiver**

Dear Ms. Blake Boy:

The Mayor and Town Commission have authorized me to prepare this letter. Based on the above referenced application for a trafficways waiver and based on the proposed expansion of the existing worship center, the Town of Pembroke Park has reviewed the trafficway right-of-way requirement for a forty (40) foot dedication of right-of-way from that property based on the 80-foot collector designation. After consideration of the applicant's request, proposed improvements to the property, justification statement and the impact of a full forty (40) foot dedication, the Town and the property owner have agreed on a fifteen (15) foot dedication of right-of-way in lieu of the forty (40) foot required dedication.

Therefore, the Town has no objection to the trafficways waiver reducing the required right-of-way dedication from forty (40) feet to fifteen (15) feet. If you have questions regarding this notice, you may contact Mike Vonder Meulen, Consultant Town Planner at mvondermeulen@Keithteam.com or 954-788-3400.

Respectfully,

Aleem Ghany
Interim Manager

cc: Gisla Bush, Koinonia Worship Center

ORDINANCE NO. 2023-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" SPECIFICALLY CREATING ARTICLE XII; TO BE ENTITLED "ECONOMIC DEVELOPMENT ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF AN ECONOMIC DEVELOPMENT ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the "Town") values the businesses existing and operating within the Town; and

WHEREAS, the Town wishes to retain existing businesses and attract new businesses to further stimulate the Town's economy and enhance the quality of life of its citizens; and

WHEREAS, the Town recognizes the impact and vested interest that its citizens, residents, and business owners have in shaping the Town's economy and wishes to find a way to involve its citizens, residents, and business owners in matters pertaining to the Town's business-related economic growth; and

WHEREAS, the Town Commission of the Town of Pembroke Park has determined it to be in the best interest of the citizens and residents of the Town to establish an Economic Development Advisory Board to further the Town's commitment to fostering economic prosperity in an effort to strengthen the Town's economy.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as

being true and correct and are hereby made a specific part of this Ordinance. All exhibits referenced herein are hereby incorporated within this Ordinance by this reference and made a specific part hereof.

Section 2: Chapter 2, entitled “Administration,” of the Town of Pembroke Park’s Code of Ordinances, is hereby amended, by creating Article XII, to be entitled “Economic Development Advisory Board,” as follows:

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.

Sec. 2-316. ASSISTANCE TO THE BOARD

(a) The Town Manager, or his or her designee, shall attend board meetings and provide assistance and advice to the Board in its deliberations. The Town Clerk, or his or her designee, shall act as the secretary to the Board and be responsible for providing notice of Board meetings and for recording of meeting minutes. The Town Attorney, or his or her designee, shall act as the Attorney for the Board.

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

Section 4: All sections or parts of the Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflicts.

Section 5: Should any section or provision of this Ordinance, or any portion thereof, of any paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or a part thereof other than the part declared to be invalid.

Section 6: This Ordinance shall become effective upon adoption.

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

ASHIRA MOHAMMED

ERIK MORRISSETTE

WILLIAM R. HODGKINS

MUSFIKA KASHEM

{00553319.2 3399-0000000 }

GEOFFREY JACOBS

ORDINANCE NO. 2023-012

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 21 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "SIGNS AND ADVERTISING;" AMENDING ARTICLE II, ENTITLED "SIGNS" BY AMENDING DIVISION 1, ENTITLED "COMPREHENSIVE REGULATIONS AND REQUIREMENTS"; AMENDING SECTION 21-19 ENTITLED "PROHIBITED SIGNS;" PROVIDING AN EXCEPTION TO THE PROHIBITION OF ILLUMINATED WINDOW SIGNS; AMENDING SECTION 21-20, ENTITLED "PERMANENT SIGNS," TO ALLOW ILLUMINATED SIGNS ON WINDOWS AND DOORS ON PROPERTIES ENGAGING IN NONRESIDENTIAL USES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Code of Ordinances presently prohibits local businesses from displaying illuminated window signs; and

WHEREAS, the Town has received numerous requests from local business owners to amend the Town's Code of Ordinances to permit local businesses to display illuminated signs indicating that the business is open; and

WHEREAS, the City Commission has determined that amending the Town's Code of Ordinances to allow local businesses to display an illuminated window sign is in the best interest of the residents of Pembroke Park because such changes can cause a positive economic impact to the Town's economy by helping ensure that local businesses stay open and more residents remain employed; and

WHEREAS, the Town's Planning and Zoning Board recommended approval of the proposed amendments to the Town's Code at its June 1, 2023 meeting; and

WHEREAS, the Town Commission finds the amending the Town's sign code, as

detailed herein, is in the best interests of the citizens and residents of the Town.

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

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

Section 2. Chapter 21 of the Town's Code of Ordinances, entitled "Signs and Advertising," is amended by specifically amending Section 21-19 entitled "Prohibited Signs," under Article II entitled "Signs", Division 1 entitled "Comprehensive Regulations and Requirements" as follows:

Sec. 21-19. Prohibited signs.

The following are those signs which shall not be permitted within the municipal limits of the Town:

- (a) Animated signs;
- (b) Sidewalk or sandwich signs;
- (c) Snipe signs, with the exception of political signs;
- (d) Banner signs, flags or pennants when used for advertising purposes, except as provided in section 21-21;
- (e) All signs that contain exposed lighting of any type or have the appearance of one (1) of the above types of light fixtures;
- (f) Permanent signs which are illuminated from outside the boundaries of the sign by visible lighting fixtures;
- (g) Roof signs;
- (h) Billboards; except as provided for in section 21-20(4);
- (i) Advertising benches: people shelters or bus shelters; except by municipal contract;
- (j) Box or cabinet signs; except as allowed by this article;
- (k) Vehicle or trailer signs used on a given location or site in addition to or in lieu of a temporary or permanent sign permitted by this article, unless required by governmental agencies;
- (l) Signs located on sides of buildings unless the structure is located on a corner plot or is the structure is located in excess of one hundred (100) feet from the side of the plot line;

{00580374.1 3399-0000000 }

- (m) Painted wall signs not conforming to section 21-23;
- (n) All abandoned signs, sign cabinets, poles, frames, structures and electrical fixtures;
- (o) Window signs, when illuminated; except as permitted in Section 21-20(c)3;
- (p) Tenant identification signs, except in the interior or shopping centers;
- (q) Exposed neon tubes or bare bulb signs placed in geometric forms to outline structures, roofs, windows or doors in such a manner as to attract attention, except as permitted in section 21-20(7).

Section 3. Chapter 21 of the Town's Code of Ordinances, entitled "Signs and Advertising," is amended by specifically amending Section 21-20 entitled "Permanent Signs," under Article II entitled "Signs", Division 1 entitled "Comprehensive Regulations and Requirements" as follows:

Sec. 21-20. Permanent signs.

...

- (c) All nonresidential uses:

...

3. Windows and Doors Signs

- a. _____ Hours-of-business sign shall be permitted on a door or adjacent window with letters not in excess of two (2) inches in height and total area not in excess of two (2) square feet.
- b. _____ An illuminated and non-animated sign not exceeding two (2) square feet shall be permitted on a door or adjacent window.

Section 4. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

{00580374.1 3399-0000000 }

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 7. This Ordinance shall become effective upon passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 13th DAY OF
SEPTEMBER, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

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

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



August 23, 2023

To: Mayor & Town Commission

Thru: Marlen Martell, Town Clerk
Jacon Horowitz

From: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

RE: Proposed Code Text Amendment – Signage

Recommendation: The Town Planning and Zoning Board recommended approval of the amendments on June 1, 2023. The Consultant Town Planner recommends approval of the proposed text amendment.

Background: Attached for the Town Commission are amendments to the Town Land Development Code including Sections 21-19 and 21-20 to allow an illuminated “open” sign.

In 2022 and 2023, there were several requests made by local business owners at Town Commission meetings to allow illuminated “open” signs. Many of the local businesses have tinted windows and doors which make the businesses appear closed, especially during the winter months when the sunset early. It was recommended by the commission that staff draft a code amendment to address the business owner’s concerns.

The code amendment also corrects an incorrect numbering reference concerning neon signage.

The text amendment was presented to the Town Commission at the May 24th Commission Workshop.

Consistency with the Comprehensive Plan: The Consultant Town Planner finds that the proposed text amendments are consistent and compatible with the Following Goals, Objectives and Policies of the Town of Pembroke Park Comprehensive Plan including:

GOAL I: Encourage the private and public sectors to adhere to the patterns of planned development in the Town which shall promote environmental protection, strive to meet the Town’s social and economic needs and contribute to the health, welfare, and safety of its residents.

POLICY #1.1.2: The Town shall periodically review its current Land Development Regulations to:

e) Regulates signage

Sec. 21-19. - Prohibited signs.

The following are those signs which shall not be permitted within the municipal limits of the Town:

(a) Animated signs;

(o) Window signs, when illuminated except as permitted in section 21- 20.C.3;

(p) Tenant identification signs, except in the interior or shopping centers;

(q) Exposed neon tubes or bare bulb signs placed in geometric forms to outline structures, roofs, windows or doors in such a manner as to attract attention, except as permitted in [section 21-20.C.6\(7\)](#).

Sec. 21-20. - Permanent signs.

Only such permanent signs as are listed in this section shall be permitted to be erect or maintained upon any building lot, plot or parcel of land, for the following types of land uses:

(c) All nonresidential uses:

3. Window/door signs

a. Hours-of-business sign shall be permitted on a door or adjacent window with letters not in excess of two (2) inches in height and total area not in excess of two (2) square feet.

b. An illuminated and non-animated "Open" sign shall be permitted on a door or adjacent window with a total area not in excess of two (2) square feet.

6. Individual business under-canopy signs may be permanently installed in shopping centers perpendicular to the storefront and equidistant between the storefront and the canopy edge, center in the store frontage. Under-canopy signs shall be no longer than fifty (50) percent of the width of the canopy up to a maximum of four (4) feet in width. The height of the sign shall be no more than thirty (30) inches, inclusive of suspension devices. The copy displayed is to be used only to indicate to the public the legal or exact firm name or the main character of the business carried on therein or thereon. Internal illumination is permitted. A minimum of eight (8) feet clearance from the bottom of signs to walkway shall be required. Under-canopy signs shall be suspended by rigid mount so as to prohibit any movement of the sign.

AGENDA ITEM REPORT



To:

Subject: SCAG Lawnmower for Parks Dept.

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - September 27, 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

Pricing is based on State Contract # 25101900-21-STC. The lawnmower we have now is over 20 years old and is beyond its useful life due to costly repairs.

FINANCIAL IMPACT:

Total costs: \$12,440.22

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[2096_001](#)

[Lawnmower](#)

[2097_001](#)

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

BURKHARD'S
TRACTOR, TRAILERS, & EQUIPMENT

QUOTE

4180 S University Drive
Davie, FL 33328
954-475-0310

17007

TO: TOWNS OF Pembroke Park

SALESPERSON	CUSTOMER PHONE #	PAYMENT TERMS	DATE
<u>W. J. H. H.</u>		Due on receipt	9/19/23

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	SCAG SCZ II 61V-38fx EFI CHEETAH 61" Mower KAWASAKI 38HP/EFI ENGINE Misquoted on quote # 17005 FLORIDA STATE CONTRACT # 25101900 - 21 - STC	15949-	12440.22

SUBTOTAL 12440.22
SALES TAX
TOTAL 12440.22

Quote is valid until 30 days

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!



**State Term Contract
No. 25101900-21-STC
Agriculture and Lawn Equipment**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **CNH Industrial America, LLC** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three (3) years. The Initial Contract Term shall begin on January 1, 2021, or on the last date it is signed by all Parties, whichever is later. The Contract shall expire on December 31, 2023, unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Attachment 2, Scope of Work
- b) Attachment 7, Contractor’s Submitted Product Group Discount Sheet (Attachment C) from ITB No. 20-25101900-ITB)
- c) Attachment 8, Contractor’s Submitted MSRP List
- d) Attachment 5, Preferred Pricing Affidavit
- e) Attachment 6, Contractor’s Submitted Price Sheet
- f) Attachment 1, Special Contract Conditions
- g) Attachment 3, Price Quote Form
- h) Attachment 4, Acknowledgement of Order

IV. Contract Management.

Department's Contract Manager:

Shaveon Nelson
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 370.1X
Tallahassee, Florida 32399-0950
Telephone: (850) 922-1214
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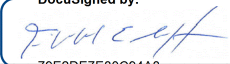
Contractor's Contract Manager:

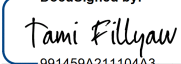
Mike Sheaffer
CNH Industrial America, LLC
500 Diller Ave, MS 248
New Holland, PA 17557
Telephone: (717) 355-3681
Email: mike.sheaffer@newholland.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

CNH Industrial America, LLC

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:

79E2DE7E80C94A8...
[Name] Mike Sheaffer

DocuSigned by:

991469A211104A3...
Tami Fillyaw, Chief of Staff

1/12/2021 | 6:15 PM EST
Date:

1/15/2021 | 10:09 AM EST
Date:

ATTACHMENT 1
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included
herein by reference but is superseded in its entirety by these Special
Contract Conditions.**

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., 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 been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.

If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Attachment 2 Scope of Work

1. Purpose

To provide Customers with Agriculture and Lawn Equipment on a statewide basis, pursuant to the terms set forth in this Scope of Work.

2. Definitions

Accessory(ies) – A part or object used for convenience, attractiveness, safety, etc. to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Base Equipment – A Manufacturer's Base Agriculture and Lawn Equipment without the inclusion of OEM or Non-OEM Options, Parts, Accessories, and Implements. Base Equipment may be identified by a combination of the Manufacturer's name, trade name, brand name, make name, model name, model number or catalog number.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity(ies) – As defined in section 287.012 F.S. Commodities may include Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract. Commodities may also be referred to throughout as "Agriculture and Lawn Equipment".

Commodity Code – The State's numeric code for classifying Commodities which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying Commodities.

Contract – The written agreement between the Department and the Contractor.

Contractor – A Vendor that enters a Contract with the Department as a result of the ITB.

Customer – A state agency or eligible user.

Dealer – A Manufacturer's certified representative who has been authorized by the Manufacturer to market, sell, provide, and service the Commodities of the Manufacturer that are responsive to the Contract. Dealers may be Contractor-owned and -controlled (in whole or in part), or independently owned and controlled.

Department – The Department of Management Services, a State Agency.

Group – A series of Commodities with applicable Commodity Codes which are described in the Product Group Discount Sheet. A Group may or may not include Sub-Groups.

Implement(s) – A tool, utensil, or other piece of equipment, especially as used for a particular purpose or to improve Base Equipment capability which meet the requirements, specifications,

terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Manufacturer – The producer or provider of Agriculture and Lawn Equipment which possess the minimum quality, reliability, service, and value required by the Department and Customers. May be used interchangeably with Brand Name.

Manufacturer's Suggested Retail Price (MSRP) – The MSRP represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the Customer for specific Commodities without the benefit of a Contract resulting from this solicitation. It must be publicly listed, available, and verifiable by the Department.

MSRP Credit – The MSRP price of OEM and Non-OEM Options, Parts, Accessory(ies) or Implements that are deducted from the Base Equipment price paid by the Customer if removed from the Base Equipment.

MSRP List – The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific Commodities. In the priority listed below, only the following are acceptable sources of current and revised MSRPs and MSRP Lists for use under the resulting Contract:

- Manufacturer's Annual U.S. Price Book,
- Manufacturer's official website or dealer software; and
- Autodata, Inc. d/b/a Chrome Data's™ Carbook Pro Fleet Edition.

Net Price – The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges for the Commodity, including but not limited to packing, handling, freight, distribution, transportation, startup, pre-delivery, delivery, inspection, installation, construction, assembly, title, and registration. Additional charges for a Commodity shall not be charged outside of the Net Price unless expressly provided within the Scope of Work.

Non-OEM – Produced by a manufacturer or party other than the OEM.

Options – Options requested by the Customer specifically for the Agriculture and Lawn Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Original Equipment Manufacturer (OEM) – The original Manufacturer of a Commodity.

Parts – Repair or service parts for Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Sub-Group – A specific series of Commodities within a Group which are described in the Product Group Discount Sheet. A Group may or may not include Sub-Groups.

State – The State of Florida.

3. Scope of Work

3.1 Commodity Specifications and Standards

All Commodities, including all Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components, shall meet the following minimum requirements:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in the Transportation and Delivery section), and installed to be fully suitable for their intended use, purpose, and service. The Contractor is not required to install Parts purchased by the Customer unless specifically agreed to by the Customer and Contractor;
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be biodiesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered.
4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall be free of damage and / or rust which may affect appearance or serviceability;
6. All Commodities shall be professionally designed, manufactured, installed, and serviced pursuant to the industry standard of care;
7. All Commodities shall comply with required state and federal laws, including but not limited to: motor vehicle, mobile equipment, safety, and environmental laws; and
8. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

Contractor shall ensure that no Contractor or Dealer advertising or identification (name, logos, etc.) is on the Commodities, including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components. Manufacturer advertising or identification (name, model, logos, etc.) shall be permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department, in its sole discretion, shall determine what is Contractor or Dealer advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

The Contractor may engage Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The

Contractor shall ensure that Dealers remain current with the Contractor's authorized Commodities and MSRP List. The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor. The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link:
https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms.

3.2 Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities being provided. This includes, but is not limited to: Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities being provided. In addition, the Contractor is responsible for complying with any applicable federal or State legislation that becomes effective during the term of the Contract upon the legislation's effectiveness. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor, regardless of whether it's the Manufacturer or Dealer, shall contact the DMS Contract Manager immediately.

3.3 Testing

Samples of delivered Commodities may be selected at random by Customers or Department and tested for compliance with the requirements, specifications, terms, and conditions.

3.4 Warranty

The Manufacturer's standard warranty shall cover all Commodities of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities specified herein that are sold to any federal, state, or local governments. The Manufacturer's standard warranty shall have a minimum term of one year from the Customer's acceptance, as specified in the 'Acceptance' section, and shall begin only at the time of acceptance by the Customer.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, then the Contract requirements, specifications, terms, and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

3.5 Commodities Recall

In the event there is a recall of any of the Commodities, any of its components, or any parts incorporating the equipment ("Recalled Equipment"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such

reports as may be required. Each Contractor shall, at the request of the Department or any Customer, give the Department and each Customer all reasonable assistance in locating and recovering any equipment or Recalled Equipment. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure defective Recalled Equipment are rectified, replaced and/or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts relating to Recalled Equipment shall be at Contractor's own expense.

3.6 Commodity Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Commodities supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components are found by the Customer to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Customer's discretion, be required to complete one of the following:

- Install or repair the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s), and their respective features, equipment, and components;
- Replace the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components;
- Refund the purchase price of the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components to the Customer.

Any changes necessary after the delivery of the Customer's order that are required to bring a Commodity into compliance or compatibility due to an incorrect order fulfillment by the Contractor shall be accomplished at the Contractor's expense.

3.7 Commodities Title and Registration

Agriculture and Lawn Equipment delivered under the Contract shall be titled and registered by the Contractor in accordance with Florida law, including Chapters 319 and 320, Florida Statutes. The Contractor shall send any necessary form(s) that shall be signed by an authorized representative of the Customer with the awarded Commodity upon delivery, and the Contractor shall obtain any necessary signatures and complete the titling and registration process for the Customer in a timely manner.

In the event the Customer is permitted by law or policy to obtain title and registration independent of the Contractor, and chooses to obtain title and registration independent of the Contractor, the Customer will notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgement of Order form. However, the

Customer shall then be obligated to title and register the awarded Commodity and the Contractor shall provide any documents necessary for the Customer to do so.

Customers may elect to transfer an existing license plate or may choose to obtain a new license plate.

- Transferring an existing license plate is the standard default order type and does not require specific notation on the Purchase Order. All related fees associated with transferring an existing license plate are included in the Base Equipment Net Price
 - a) When obtaining a new license plate, the Customer should include a notation on the Customer Order and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain a new license plate for the Customer unless there is a notation and a new license plate fee is included on the Customer Order. All related fees except for the new license plate cost are included in the Base Equipment Net Price. The Customer's order notation for a new license plate shall include the request for a new license plate, the type of license plate required, and a contact person's name, title, and telephone number.
 - b) The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

3.8 Transportation and Delivery

Transportation and Delivery shall be FOB Destination to any point statewide as follows:

1. Customers shall be notified within two Business Days when Commodities are not in stock or unavailable from the Manufacturer at the time of order. Commodities must be delivered within 180 Calendar Days after receipt of order, unless otherwise agreed to by the Customer. As soon as Commodities are back in stock, the Commodities must be delivered within 14 Calendar Days to the Customer. For any delivery not made within the 180 and 14 Calendar Days' timeframes, the Department's Contract Manager must be notified and given a copy of the Customer's order. The Contractor must provide the Department's Contract Manager any requested information and timeframe for completion of the order.
2. Commodities in stock must be delivered within 14 Calendar Days after receipt of order or the receipt of the Commodities from the Manufacturer, with one exception – Commodities requiring post-Manufacturer or Dealer installed OEM or Non-OEM Options, Parts, Accessories, and Implements shall be delivered within 30 Calendar Days after receipt of the Commodities from the Manufacturer(s).

Delivery of the awarded Commodity is defined as receipt of the Commodity at the Customer's place of business or designated location. Delivery does not constitute the Customer's acceptance. The Contractor shall give the Customer a minimum of one Business Day notice prior to delivery. Commodities shall be delivered as stipulated by the Customer.

The Contractor shall deliver Commodities by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Commodity three road miles or less, the self-propelled, street-legal Commodity may be driven to the

delivery location at Contractor's sole risk and expense. The Contractor shall comply with the Manufacturer's break-in requirements and all applicable traffic laws.

All self-propelled, operator-occupied Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Customer's option, Commodities with less than one-quarter (1/4) tank of fuel at delivery may be rejected or a \$3.00 per gallon or gallon equivalent up to one-quarter of the Commodity's fuel tank capacity may be deducted from the invoice and payment.

The Contractor shall perform the standard Manufacturer's pre-delivery inspection and is responsible for delivering a Commodity that is properly serviced, clean, and in first class operating condition. The Contractor is required to perform the following, at a minimum, as part of its pre-delivery service:

1. Completely lubricate operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s) to proper operating condition(s);
4. Inflate tires to proper pressure;
5. Ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary and prohibited tags, stickers, papers, etc.;
7. Ensure that the awarded Commodity is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements, are thoroughly tested and ready for immediate operation upon delivery; and
8. Where applicable, ensure that the product is packaged in a manner which ensures safe delivery to the destination. Packaging shall comply with all federal, state, and local laws including but not limited to the requirements of section 403.7191, Florida Statutes. The Contractor shall mark each package to include the name of the Contractor, the State Term Contract number, the purchase or Customer Order number, and a brief description of the contents.

The Contractor shall deliver all Commodities with each of the following completed documents:

1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;
2. Copy of the ordering Customer's order;
3. Copy of the applicable Manufacturer specification(s);
4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements in the shipment;
5. Manufacturer's window sticker(s), if applicable;
6. Manufacturer's 'certificate of origin', if applicable;
7. Manufacturer's 'operator manual', and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;

8. Copy of the Manufacturer's standard warranty certifications;
9. Sales tax exemption form, if applicable;
10. Temporary tag and twenty (20) day extension tag, if applicable; and
11. DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above applicable forms and documents, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Customers may be cause for default proceedings and/or Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of a Commodity that was previously rejected upon initial delivery.

3.9 Price Quote Form

For all Customer orders, the Contractor shall complete and submit a Price Quote Form (PQF) (Attachment 3) to the Customer for the requested Commodities. All Commodities shall be itemized on the PQF and include applicable brand, model, and pricing information. The price quoted for Commodities shall not exceed the current Contract's Net Price to Customers. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's request for a quote. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

3.10 Acknowledgement of Order Form

For each order, the Contractor shall provide the ordering Customer with a fully completed Acknowledgement of Order Form (Attachment 4) within five Business Days of receiving the Customer's order. The Contractor must use the Acknowledgment of Order Form and must not make any alterations. Failure to timely provide the Customer with the Acknowledgement of Order Form shall be deemed acceptance of the order, which, if necessary, shall require the Contractor to provide the newest model of the Commodity which meets the prices, discounts, requirements, specifications, terms, and conditions herein.

When the Contractor receives an order and does not have the ordered Commodities in stock and cannot deliver the Commodities to the Customer within 14 calendar days, the Contractor shall notify the ordering Customer on the Acknowledgement of Order Form. When providing the Acknowledgment of Order Form the Contractor shall provide the Customer with the Manufacturer's order confirmation information and estimated delivery date.

Submission of the Acknowledgement of Order Form is the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer. Repeated failures by the Contractor to timely submit completed Acknowledgement of Order Forms to the ordering Customers may be cause for default proceedings and Contract termination.

3.11 Acceptance

The Customer, within three Business Days of delivery, will inspect the Commodity received for acceptability. The Customer should compare the physical Commodity delivered; contract prices, discounts, requirements, specifications, terms, and conditions; Customer order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure the Commodity received meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Customer order. Additionally, the Customer should inspect the Commodity for any damage. The Contractor is obligated to correct any errors or damage. Failure by the Customer to discover an error or damage in the Commodity shall not relieve the Contractor from its obligation to correct the error or damage in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and acceptance shall be the Customer's responsibility and occur at the location of the Customer. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Reporting any known visible and concealed damage to the carrier and the Contractor;
- Confirming said reports in writing within fifteen Business Days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Providing the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and delivery of the Commodity does not constitute acceptance for the purpose of payment. Acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Customer-approved, corrective action.

Should the Commodity require service or adjustments as part of the Customer-approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory and the Commodity is re-delivered in acceptable condition. The costs of any transportation and delivery required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

3.12 Installation

When installation is required, the Contractor shall be responsible for placing and installing the Commodities or parts in the required locations at no additional charge. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, tools, rigging, labor, and materials required to install or replace the Commodities or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3.13 Full-Service Repair Facilities

The Contractor agrees to maintain at least one factory-authorized service station or servicing Dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor shall promptly notify the Department of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or its approved Dealer actually performed the service. Notwithstanding the foregoing, the Contractor may offer Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

3.14 Holidays

The Contractor shall provide Customers all Commodities during Business Days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's order.

3.15 Purchasing Card

The State has implemented a purchasing card program using the Visa platform. The Contractor may receive payments via the state's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its

Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State 's new Purchasing Card platform within 30 calendar days of notification of such change.

3.16 Punchout Catalog and Electronic Invoicing

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

3.17 Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. No revised MSRP lists or price adjustments will be considered for any Contractor who has outstanding reports, or any other documentation required under this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period
Preferred Pricing Affidavit (in accordance with section 3.2.2. of the Special Contract Conditions)	Annual	Contract Anniversary Date

3.18 MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the "Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

3.19 Quarterly Sales Reports

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The quarterly sales report can be found here: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Failure to provide the quarterly sales report will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period

Quarter 2 – (October-December) – due 30 calendar days after the close of the period

Quarter 3 – (January-March) – due 30 calendar days after the close of the period

Quarter 4 – (April-June) due 30 calendar days after the close of the period

3.20 Diversity Report

The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

3.21 Ad Hoc Reports

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

3.22 Business Review Meetings

In order to maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

3.23 Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely submit completed MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 th calendar day after the close of each month	\$100 per Calendar Day late/not received by the Contract Manager
Contractor will provide accurate Price Quote Forms to Customers	All Price Quote Forms will be provided to Customers with accurate information	Upon Customer request	\$25 per order

The Department and Customers reserve the right to, in addition to withholding payment, implementing other appropriate remedies, such as Contract termination or non-renewal.

3.24 MSRP List and Product Adjustments

The Contractor shall submit a complete MSRP List that includes all Commodities (i.e. Base Equipment; OEM Options, Parts, Accessories, and Implements; and Non-OEM Options, Parts, Accessories, and Implements) for each Manufacturer/ Brand Name and Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award; the Commodities listed on the MSRP must match the Commodities listed on the price sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP. The Contractor shall include a cover page, which shall provide the applicable Group, Sub-Group (for Groups that include Sub-Groups), Manufacturer/Brand Name, and MSRP List date. The Department shall be the final arbiter of MSRPs if an MSRP on the Contractor's MSRP List differs from the published MSRP. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add products to the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope

of a Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may update existing product's MSRPs on the MSRP List to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update the existing product's MSRPs on the MSRP List by submitting a complete and revised MSRP List for Department review and approval.

Revised MSRP Lists, regardless of whether the Contractor is adding products or updating existing product's MSRPs, must be accompanied by a revised price sheet, as described in the 'Price Sheet and Price Adjustments' section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List.

3.25 Price Sheet and Price Adjustments

The Contractor shall submit a complete price sheet to include the following Commodities (i.e. Base Equipment and OEM Options, Parts, Accessories) for each Brand/Manufacturer and Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award; the Commodities listed on the price sheet must match the Commodities listed on the MSRP List. The price sheet is subject to the Department's approval. The price sheet shall be provided in Excel format and include a separate tab for each Sub-Group (or Group, for Groups that do not include Sub-Groups). Each tab shall include, at minimum, the following information for each Commodity offered under that Sub-Group (or Group, for Groups that do not include Sub-Groups):

- Manufacturer/Brand Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e. Base Equipment and OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Brand/Manufacturer's website;
- Description;
- MSRP (as shown on the current MSRP List);
- Discount (as shown on the Product Group Discount Sheet for the Commodity type, as submitted in the Bid); and
- Net Price to the Customer.

The Contractor may add products to the price sheet at any time during the life of the Contract by submitting a complete and revised price sheet. Products added must be from a Brand/Manufacturer Name for which the Contractor received an award and fall within the scope of a Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's price sheet.

The Contractor may update the MSRPs and Net Prices to the Customer on the price sheet to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update the MSRPs and Net Prices to the Customer on the price sheet by submitting a complete and revised price sheet.

Revised price sheets, regardless of whether the Contractor is adding products or updating the MSRPs and Net Prices to the Customer, must be accompanied by a revised MSRP List, as described in the 'MSRP List and Product Adjustments' section, as well as a list of all changes made from the previously submitted version of the price sheet.

3.26 E-Verify

The following replaces section 13.2 of Attachment 1:

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

DATE: 9/19/2023

Q U O T A T I O N

PAGE: 1



Customer #: 11690



SINCE 1975
GREEN THUMB
LAWN & GARDEN



ORDER #: 2107311

PHONE #: (954)275-3166	Contact Us: 954-344-0760	STATUS: Active
CELL #:	4250 NW 124th Ave, Coral Springs FL, 33065	
ALT. #:	COUNTER JackP	
		SALES TYPE: Quote

BILL TO 11690

LOCATION: 1

SHIP TO

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

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

P.O.#: MOWER SALE

TERMS: Cash

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
SCA	SCZII61V-38FXEFI	CHEETAH II - 61" VELOCITY KAWI 38.5hp	1	\$16,749.00	\$13,064.22	\$13,064.22

Prices reflected on this quote are valid for 14 days. Prices are subjected to change based on manufacturer price increases.

SUBTOTAL: \$13,064.22
TAX: \$833.85
ORDER TOTAL: \$13,898.07

Authorized By: _____

AGENDA ITEM REPORT



To: Commission
Subject: Professional Service Contract - Interim Town Manager
Meeting:
Department: Administrative
Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

On the Regular Commission meeting of September 13th the Commission voted to have the Acting Town Manager negotiate a contract with Darryl Latroy Bell in an amount of \$155,000.00 per year.

FINANCIAL IMPACT:

Six months salary.

AGENDA ITEM REPORT



To: Commission
Subject: Bamboo Paradise Linear Park
Meeting: 10 11 2023 DRAFT REGULAR COMMISSION MEETING - Oct 11 2023
Department: Public Works
Staff Contact: Aleem Ghany, Public Services Director

RECOMMENDATION:

Staff request approval from the Commission to install electricity and trim trees.

AGENDA ITEM REPORT



To: Commission
Subject: Separation Agreement
Meeting: AGENDA REGULAR COMMISSION MEETING - Oct 11 2023
Department: Administrative
Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

Attached is a separation agreement for David Howard. This would satisfy the employment termination of David Howard.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

[Separation Agreement - David Howard](#)

	Status:
Christian Noel, Accounts Payable	Approved - Oct 05 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 06 2023
Aleem Ghany, Public Services Director	Pending
Marlen Martell, Town Clerk	None

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is between **David A. Howard** ("Employee") and the **Town of Pembroke Park, a Florida municipal corporation (hereinafter referred to as "Town")**, and relates to Employee's separation of employment from the Town.

This Agreement is pursuant to the separation terms specified in Section 11 of the Employee's 2022 Employment Agreement, which is attached hereto as Exhibit 1.

Employee and the Town agree as follows:

1. Last Day of Employment. Employee's last day of employment with the Town was May 10, 2023. As of that date, except as expressly provided in this Agreement, all compensation, benefit coverage, and other benefits of employment ended.

2. Consideration. In consideration for Employee signing this Separation Agreement and General Release and complying with the promises made herein, the Town agrees to pay to Employee severance in the amount of \$59,615 dollars and 44/100 cents [\$59,615.44] by direct deposit into Employee's established direct deposit payroll account(s) on or by October 30, 2023. The Town will have no duties or liabilities toward the Employee except as set forth herein. The amount stated above represents agreed to negotiated sums intended to cover any and all potential claims for payment and also constitutes the consideration for Employee's waivers and releases as set forth below in Paragraphs 6 and 9 below.

3. Taxation. Employee acknowledges and agrees that the Town is providing no tax or legal advice and makes no representations regarding Employee's tax obligations or consequences, if any, related to any part of this Agreement. Employee further agrees that Employee will assume any and all tax obligations or consequences which may arise from this Agreement, and Employee will not seek any indemnification from the Town in this regard.

4. Other Payments. Employee acknowledges that, except for Employee's final sick and vacation payout pursuant to the Employment Agreement and payable in the paycheck dated on or by May 17, 2023, no other payments, benefits, or other remuneration is owed to Employee, except as specifically provided in this Agreement.

5. No Consideration Absent Execution of this Agreement. Employee understands and agrees that he is not entitled to, and would not receive the consideration (compensation) specified in Paragraph 2, except for his execution of this Agreement. Employee also understands he would not have received the consideration (compensation) specified in Paragraph 2 unless he waived his rights and claims arising under the Age Discrimination in Employment Act of 1967, as amended, the Older Workers Benefit Protection Act of 1990, as well as any and all of the statutes and causes of action listed in Paragraphs 6 and 9.

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Howard Initials _____

6. General Release of Any and All Claims. Employee knowingly and voluntarily releases and forever discharges the Town of and from any and all claims, known and unknown, which he, his heirs, executors, administrators, successors, and assigns have or may have as of the date of execution of this Agreement against the Town. Employee understands that he releases and forever discharges the Town from any and all claims, including but not limited to any alleged violation of:

- A. National Labor Relations Act, as amended;
- B. Title VII of the Civil Rights Act of 1964, as amended;
- C. Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- D. Employee Retirement Income Security Act of 1974, as amended;
- E. Immigration Reform and Control Act, as amended;
- F. Americans with Disabilities Act of 1990, as amended;
- G. Age Discrimination in Employment Act of 1967, as amended;
- H. Older Workers Benefit Protection Act of 1990;
- I. Family and Medical Leave Act of 1993, as amended;
- J. Occupational Safety and Health Act, as amended;
- K. Worker Adjustment Retraining and Notification Act (WARN);
- L. United States or Florida Constitutions, including any claims for violation of the right to privacy;
- M. Sections 760.01 – 760.10, Florida Statutes as amended;
- N. Section 725.07, Florida Statutes as amended;
- O. Any other federal, state, or local law, regulation, rule or ordinance;
- P. Any personal injury, emotional distress or loss of consortium claims;
- Q. Any public policy, contract (express, implied, oral or written), tort, or common law;
- R. Any equitable relief claims;
- S. Any wrongful discharge claims;
- T. Any misrepresentation, fraud, defamation and contract claims; and,
- U. Any claims for costs, fees, or other expenses, including attorneys' fees incurred or claimed in relation to this or any matters covered by this Agreement.

With regard to any potential claims under the Age Discrimination in Employment Act of 1967 (ADEA) and the Older Workers Benefit Protection Act (OWBPA), Employee hereby knowingly and voluntarily releases the Town and Employee acknowledges and attests that he has had every opportunity to make an informed choice whether or not to sign this Agreement. Specifically, Employee acknowledges that he understands the terms and conditions of this Agreement and he has had an opportunity to consult with an attorney regarding such terms and conditions. Employee is making the knowing and voluntary decision to sign this Agreement prior to the 21-day time period set forth in the ADEA and OWBPA. Employee affirms that his decision to waive the 21-day time period was not induced by the Town through fraud, misrepresentation, or any other promise or threat to withdraw the offer prior to the expiration of the 21-day time period. Employee is not waiving Employee's vested rights and benefits under any of the Town's pension or retirement benefit plans (if applicable).

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Howard Initials _____

YOU SHOULD CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT AND GENERAL RELEASE. BY SIGNING THIS AGREEMENT AND GENERAL RELEASE YOU GIVE UP AND WAIVE IMPORTANT LEGAL RIGHTS.

7. Return of Town Property. Employee acknowledges that he has returned to the Town, all of its property, including any and all Town equipment he may have in his possession. Employee further acknowledges that he has provided login credentials, including user names and passwords, for any and all programs, software, and/or websites to which he had access for business purposes.

8. Records. Employee has been the custodian of public records while employed by the Town. Employee will cooperate with Town or Town designated information technology professionals to transfer any and all public records to the Town within ten (10) days of execution of this Agreement.

9. No Charges Exist and No Charges Will Be Filed. Employee waives his right to file any charges or complaints on his own behalf or to participate in any charge or complaint that may be made by any other person or organization on Employee's behalf in any federal, state, or local court or administrative agency against the Town, except as such waiver is prohibited by law. Should any such charge or complaint be filed with the EEOC or any other governmental agency, which Employee legally cannot waive his rights to file charges with, Employee agrees he will not accept any relief or money from it. Employee confirms that no charge, complaint, or action against the Town exists or has been filed in any forum or form on Employee's behalf.

Employee understands he is waiving any and all claims, whether known or unknown to him, and whether or not he suspects that those claims exist or might exist at this time, except as such waiver is prohibited by law. In the event that any such claim is filed, it must be dismissed with prejudice upon presentation of this Agreement, and Employee must reimburse the Town for the costs, including attorneys' fees, of defending such action, except as prohibited by law.

10. Non-disparagement. Both parties agree that they have not made and will not make any statements or take any actions, from the date of this Agreement forward, which (i) in any way could disparage the other party, (ii) could foreseeably harm the reputation and/or good will of the other party, or (iii) in any way, directly or indirectly, could knowingly cause, encourage, or condone the making of such statements or the taking of such actions by anyone else. Town will provide substantially the following information in response to any inquiries regarding Employee's services to the Town from potential employers, the public, or the media: Employee was hired on February 22, 2021, and separated from service on May 10, 2023.

11. Choice of Law and Venue. This Separation Agreement and Release is to be construed at all times in accordance with and governed by the laws of the State of Florida applicable to agreements made and to be performed entirely within such State. Any action to enforce this

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Howard Initials _____

Agreement must be brought solely in the state or federal courts located in the State of Florida, Broward County. SUBJECT TO APPLICABLE LAW, BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING FROM THIS AGREEMENT.

12. Non-Admission of Wrongdoing. Employee and the Town agree that neither this Agreement nor the furnishing of any consideration for this Agreement will be deemed or construed at any time for any purpose as an admission by Employee or by the Town of any wrongdoing, liability, or unlawful conduct.

13. Absence of Reliance. Employee acknowledges and understands that by entering into this Agreement, he has not relied in any way upon representations or statements of the Town other than those representations or statements set forth in this Agreement.

14. Entire Agreement. This Agreement contains the entire agreement between the Employee and the Town and supersedes and terminates any and all previous agreements between Employee and the Town, whether written or oral. All prior and contemporaneous discussions and negotiations have been and are hereby merged and integrated into, and are superseded by, this Agreement.

15. Amendment. This Agreement may not be modified, altered, or changed except upon the express, written consent of all parties, which includes specific reference to this Agreement.

16. Successors. This Agreement is binding upon, and will inure to the benefit of, the Parties and their respective heirs, executors, successors in interest, and assigns.

17. Headings. The headings are solely for convenience of reference and will not in any way affect the interpretation of this Agreement.

18. Acknowledgements.

- (a) Employee acknowledges that he has been advised to consult an attorney before signing this Agreement and that he has had the opportunity to consult with an attorney of his choice; and
- (b) Employee acknowledges that he has read this agreement in its entirety, understand its provisions, and knowingly and voluntarily consents to its terms and conditions.

19. THE AGREEMENT TAKES EFFECT UPON EXECUTION BY ALLPARTIES.

REMAINDER OF THIS PAGE LEFT BLANK. SIGNATURE PAGE FOLLOWS.

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Howard Initials _____

SEPARATION AGREEMENT AND GENERAL RELEASE SIGNATURE PAGE

The parties knowingly, voluntarily and with the approval of any attorney they may have consulted, execute this Agreement as of the date set forth below:

EMPLOYEE:

By: _____
David A. Howard Date

WITNESSED:

By: _____
Signature Date

Printed Name

TOWN OF PEMBROKE PARK

By: _____
Mayor Ashira Mohammed Date

WITNESSED:

By: _____
Signature Date

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Howard Initials _____

Printed Name

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Page **6** of **6**

Howard Initials _____

AGENDA ITEM REPORT



To: Commission
Subject: Housekeeping items
Meeting: AGENDA REGULAR COMMISSION MEETING - Oct 11 2023
Department: Clerk
Staff Contact: Marlen Martell, Town Clerk

BACKGROUND INFORMATION:

1. Discussion of meeting dates scheduled for November and December - Town Clerk
2. Seeking Planning and Zoning Board members - Town Clerk
3. Supply purchases - Mayor Mohammed

RECOMMENDATION:

Seeking direction from the Commission.

ATTACHMENTS:

[2023 Regular and Workshop Meeting List](#)
[Internal Requisition](#)

	Status:
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 04 2023
Aleem Ghany, Public Services Director	Approved - Oct 04 2023
Marlen Martell, Town Clerk	Approved - Oct 04 2023



MEMORANDUM

TO: Honorable Mayor & Commissioners of the
Town of Pembroke Park

FROM: Marlen Martell, Town Clerk

DATE: November 16, 2022

TITLE: Approval of 2023 Regular Commission Meetings and Workshops

The following is the list of Regular Commission Meeting and Commission Workshop Meetings for 2023:

Regular Commission Meetings

Commission Workshop Meetings

Wednesday, January 11, 2023
Wednesday, February 8, 2023
Wednesday, March 8, 2023
Wednesday, April 12, 2023
Wednesday, May 10, 2023
Wednesday, June 14, 2023
Wednesday, July 12, 2023**Summer
Wednesday, August 9, 2023**
Wednesday, September 13, 2023
Wednesday, October 11, 2023
Wednesday, November 8, 2023
Wednesday, December 13, 2023

Wednesday, January 25, 2023
Wednesday, February 22, 2023
Wednesday, March 22, 2023
Wednesday, April 26, 2023
Wednesday, May 24, 2023
Wednesday, June 26, 2023** Summer
Wednesday, July 27, 2023**
Wednesday, August 23, 2023
Wednesday, September 27, 2023
Wednesday, October 25, 2023
Wednesday, November 22, 2023**
Wednesday, December 27, 2023

**TBD Date change/cancellation

Prepared by: Marlen Martell, Town Clerk

TOWN OF PEMBROKE PARK

INTERNAL *REQUISITION*

Order date:

____ / ____ / ____

Requested By:

I N F O R M A T I O N :

Department Name:

Ext:

STAPLES

O R D E R D E T A I L S :

ITEM NO	DESCRIPTION	QUANTITY	PRICE	AMOUNT

SIGNATURE:

APPROVED BY:

SUBTOTAL

SHIPPING	
TOTAL	

SHIPPING

TOTAL



Date Delivered:

Initials:

AGENDA ITEM REPORT



To:

Subject: Town's Holiday Party.

Meeting: AGENDA REGULAR COMMISSION MEETING - Oct 11 2023

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

The Holiday party will be on December 8th from 12 to 3.

FINANCIAL IMPACT:

Ricks Steak House \$ 3,750.00

GG Waterfront \$ 4,462.50

Rodizio Grill \$ 4,834.50

RECOMMENDATION:

Seeking Direction from Commission.

ATTACHMENTS:

[Pemroke Park Xmas party](#)

[Proposal - Holiday Lunch - Rodizio Grill - Fort Lauderdale original](#)

[RodizioMenu](#)

[GG_s Waterfront](#)

INVOICE

DATE:
10/6/2023

TO: City of Pembroke Park

INVOICE #
100

CUSTOMER ID:

JW Lee, Inc / Rick's Steakhouse & Lounge	Christmas Party for 75 people	12/8/2023	12n-3p
--	-------------------------------	-----------	--------

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Garden Salad		
	Caesar Salad		
	Ginger Pork Belly		
	Crab Cakes		
	Prime Rib		
	Salmon		
	Scarlett's Chicken		
	Vegetables		
	Potato		
	Bread		
	Dessert Spread		
	Assorted Beverages		
		SUBTOTAL	3750 .00
		SALES TAX	N/A
		TOTAL	3750.00

JW LEE, INC | 2920 SW 30TH AVENUE | PEMBROKE PARK, FL 33009 | PHONE: 954-455-8318



Holiday Lunch

Friday, December 8, 2023

PROPOSAL

ACCOUNT: Town of Pembroke Park

SALES MANAGER: Cathy Jacobson

CONTACT: Mark Pakula

EMAIL: cathy.ori@rodizio.com

ADDRESS:

PHONE: 407-748-9606

EMAIL: mpakula@tppfl.gov

PHONE: 954-701-4345

EVENT SUMMARY

Name	Date	Time	Location	Areas	Event Type	Guests	Gtd
Holiday Lunch	12/8/2023	12:00 pm - 3:00 pm	Rodizio Grill - Fort Lauderdale	Gaucha Private Room	Lunch	75	

FOOD

Qty		Price	Total
75	<i>THE FULL RODIZIO - Lunch-includes unlimited sides, our gourmet salad bar, and over 13 rotisserie meats. <u>Fountain Sodas and iced teas included in this price.</u></i> <i>Alcoholic Drinks and Desserts are charged separately.</i>	\$40.00	\$3,000.00
75	Full Size Desserts- choice of: Chocolate Flourless Torte, or Cheesecake	\$10.00	\$750.00

BEVERAGE

Qty		Price	Total
	<i>Cash Bar for any alcoholic beverages ordered- All guests will pay for any drinks they order. Host is not responsible.</i>		

ESTIMATED BILLING

	Total
Food	\$3,750.00
Subtotal	\$3,750.00
Sales Tax	7.0% \$262.50

Service Charge	22.0%	\$825.00
Grand Total		\$4,837.50
Estimated Amount Due		\$4,837.50
Food and Beverage Minimum Spend- for use of Private room	\$2,500.00 Total -\$2,500.00 Met	\$0.00
Deposit	Unpaid	\$200.00



Visit
www.rodizio.com
for online reservations



The Full Rodizio**

Enjoy a succulent variety of rotisserie grilled meats, glazed pineapple, a gourmet salad bar, authentic Brazilian sides, and an experience like nowhere else.

Unlimited Salad Bar – Including Rodizio Brazilian sides.

MENU OPTIONS

THE MEATS

As a result of the slow roasting and seasoning process, our rotisserie grilled meats melt in your mouth, satisfying even the most discriminating taste buds. Let us know if you prefer Medium Rare, Medium or Well Done. We cut thin for tenderness and flavor. . . It's the Brazilian way!

Proud to offer 100% MSG Free, 100% Peanut Free*, and
100% Gluten Free Grilled Items**.



Available at Lunch



Available at Dinner

GF Gluten Free

BEEF

- ☀ **GF** **Picanha** (Pea-con-yah) Top Sirloin: A lean, juicy cut of beef with a mild and sophisticated flavor.
- ☀ **GF** **Bife Com Alho** (Beef-e Com Al-yo) Tender steak basted in garlic seasonings.
- ☀ **GF** **Maminha** (Mah-meen-yah) Seasoned Tri-Tip Sirloin.
- ☀ **GF** **Miolo da Paleta** (Mee-Oh-Low da Pa-Leta) Beef Center Cut.
- ☾ **GF** **Chef's Special** Several meats and other local selections are served as Rodizio Grill Chef's Special items and are not available at all locations at all times. Please contact your local Rodizio Grill for current Chef's Specials.

PORK

- ☀ **GF** **Linguica** (Ling-we-sah) A very mild and flavorful Brazilian sausage.
- ☀ **GF** **Lombo Com Queijo** (Lome-bow Con Kay-zhou) A tender cut of pork, served with parmesan cheese and Applewood-smoked bacon.
- ☀ **GF** **Presunto** (Pray-zoon-toe) A lean cut of Ham grilled to perfection.

POULTRY

- ☀ **GF** **Frango Com Bacon** (Frango Com Bacon) Tender, juicy chicken breast wrapped in bacon.
- ☀ **GF** **Frango Agri-Doce** (Frango Awh-gree Do-see) Sweet and spicy chicken basted in our signature sauce.
- ☀ **GF** **Sobre Coxa** (So-bree Co-shah) Marinated & Seasoned Chicken – a special Rodizio recipe.
- ☀ **GF** **Coração** (Cor-da-sone) Grilled tender chicken hearts.

LAMB

- ☾ **GF** **Cordeiro** (Cor-day-doh) Boneless leg of Lamb. Available at select locations.

FISH/SEAFOOD

- ☾ **GF** Ask your server for our daily fish selection. Available at select locations.

VEGETABLES and FRUIT

- ☀ **GF** **Abacaxi** (Ah-bakah-shee) Fresh glazed and grilled pineapple – a guest favorite!
- ☀ **GF** **Legumes Com Parmesão** Grilled Vegetables with Parmesan Cheese. Available at select locations at our hot salad bar.

Gift Cards
Available



"Fresh, Homemade
Every Day... It's the
Brazilian Way!"

GOURMET SALAD BAR

Hot Dishes

- GF **Arroz Branco** Brazilian White Rice
- GF **Feijoada** Traditional Brazilian Black Bean Stew, eaten with rice & farofa. A Brazilian favorite.
- GF **Farofa** Yucca Flour, usually sprinkled on your rice and beans. A must try!
- GF **Couve Sautéed** Collard Greens and Bacon, a traditional side to Brazilian Feijoada.
- Macarrão** Delicious hot pasta dish.
- GF **Purê de Batata** Creamy Whipped Potatoes
- GF **Estrogonofe de Frango ou Carne** Chicken or Beef Stroganoff.
- GF **Assado** (Ah-saw-dough) Marinated Brazilian Brisket – Served with potatoes, carrots, celery and onions.
- Daily Soup Special**

SALADS

- GF **Salada de Frutas** Fruit Salad
- GF **Salada de Queijo Fresco** Fresh Mozzarella Salad
- GF **Salada de Batata** Creamy Potato Salad
- GF **Salada Rodizio** Rodizio B.L.T. Salad
- GF **Salada Verde** Green Salad
- GF **Salada de Frango** Chicken Salad
- GF **Salada de Morangos** Fresh Strawberry Salad
- GF **Palmito** Hearts of Palm
- Peru Temperado e Queijo** Turkey Pastrami & Cheese.
- GF **Ovo de Codorna** Marinated Quail Eggs
- GF **Salada de Beterraba** Pickled Beet Salad
- GF **Salada de Cogumelo** Mushroom Salad
- GF **Salada Romana** Caesar Salad
- ... And More!

Salad bar items will vary depending on season, availability and store location.

BRAZILIAN SIDES

Our freshly made Brazilian Sides are included with your meal and are served in abundance.

Bananas Fritas Cinnamon-glazed bananas. Gluten free at select locations.

- GF **Pão de Queijo** Brazilian Cheese bread made with yucca flour and cheese

DESSERTS

Rodizio Grill offers a variety of homemade and authentic desserts, which are prepared daily at each of our locations. It's the Brazilian Way!

- GF **Torta Brigadeiro**
A luxurious slice of decadent chocolate mousse torte, made with a blend of four types of chocolate, served a la mode with sliced bananas and fresh whipped cream.
- GF **Pudim de Leite**
A delicious, creamy Brazilian Caramel Flan. Gluten free when ordered without crispy wafer.
- Rabanada**
A warm cinnamon pastry with a creamy center, served with vanilla ice cream and laced with caramel sauce.
- GF **Crème Brulee**
A Rodizio Twist – A silky and delicious crème brulee, infused with a hint of orange.

Romeu e Julieta Style Cheesecake
This creamy favorite is a perfect end to a perfect meal. For a Brazilian twist, try it with luscious Brazilian Guava sauce – or with traditional Raspberry Sauce.

A suggested gratuity is added for parties of 8 or more. Our continuous dining concept does not allow for unused portions to be taken from the restaurant.

****Consumer Advisory:** Thoroughly cooking foods of animal origin such as beef, eggs, fish, lamb, pork, poultry, or shellfish reduces the risk of foodborne illness. Consult your physician or public health official for further information.

Rodizio Grill** does not purchase any peanut products, but cannot guarantee all other ingredients are made at a peanut-free facility. *A GF** on the menu or at the salad bar indicates that the recipe is Gluten Free. Rodizio Grill is not a gluten free facility and guests should dine at their own discretion.

Visit www.Rodizio.com for more information



Mark Pakula - Town of Pembroke Park

Friday, December 8,
2023

EVENT CONTRACT

ACCOUNT: TOWN OF PEMBROKE PARK

EVENT MANAGER: Heather Punko Event Director

CONTACT: Mark Pakula

EMAIL: events@ggswaterfront.com

PHONE: 954-701-4345

PHONE: 954-929-7030

ADDRESS:

START TIME: 12:00 PM - **END TIME:** 3:00 PM

EMAIL: mpakula@tppfl.gov

GUEST: 75

AREA: Private Event Room

FOOD

Qty		Price	Total
75	LUNCH BUFFET	\$50.00	\$3,750.00

FRESH BAKED BREAD HOUSE-MADE HUMMUS, BUTTER

STARTER

POW! POW! SHRIMP | sweet & spicy chili sauce, asian slaw

SALAD

CAESAR SALAD | romaine hearts, parmigiano-reggiano, garlic-herb croutons

ENTREES

ROASTED AIRLINE CHICKEN | whipped potato, sautéed broccolini, natural rosemary 'jus'

BRAISED BEEF SHORT RIB | roasted carrot, whipped potato, stout ale reduction

SHRIMP CAMPANELLE | scampi, spinach, blistered cherry tomatoes,

Page 7 of 12

herb panagratatto

DESSERT

KEY LIME PIE | white chocolate macadamia crust, strawberry sauce, mango, white chocolate whipped ganache

BANANAS FOSTER BREAD PUDDING | brioche, milk chocolate, rum butterscotch, candied walnuts, brûléed banana

SODA, ICED TEA, COLOMBIAN COFFEE, AND HOT TEA INCLUDED

OTHER

Qty	Price	Total
VALET \$6 PER VEHICLE - HOST PAY	\$6.00	

ESTIMATED BILLING

		Total
Food		\$3,750.00
Added Discount	10.0%	-\$375.00
Subtotal		\$3,375.00
State Sales Tax	7.0%	\$262.50
Service Fee	22.0%	\$825.00
Grand Total		\$4,462.50
Deposit	Unpaid	\$2,200.00
Estimated Amount Due		\$4,462.50
Food & Beverage Minimum	\$2,200.00 Total	\$0.00
	-\$2,200.00 Met	



Mark Pakula - Town of Pembroke Park

Friday, December 8,
2023

TERMS AND CONDITIONS

- 50% Deposit of the estimated costs will be required at signing.
- This amount will be deducted from the final bill.
- The balance of the final bill is due 7 days prior to the conclusion of the event.
- Deposit refundable up to 30 days prior to event day.
- Signed contract is non-negotiable/non-transferable.
- All Food and Beverage is subject to 7% sales tax and 22% service fee.
- Prices and items subject to change.

Special Acknowledgements:

I am aware that I must call/email GG's Waterfront 7 days prior with a final guest count. I understand that I will be charged accordingly for this count, even if my actual number decreases.

I am aware and understand GG's Waterfront policy of NO GLITTER, CONFETTI or DECORATIONS/ITEMS TACKED TO THE WALLS.

If using an external music source (Live, DJ or I-Phone), I will keep the volume at a reasonable level and will defer to GG's Management if asked to reduce the level.

Note: An unsigned/uninitialized contract accompanied by a payment/deposit (cash or credit card) is an executed and legally binding agreement.

Client Signature



Mark Pakula - Town of Pembroke Park

Friday, December 8,
2023

AUTHORIZATION OF PAYMENT

ACCOUNT: TOWN OF PEMBROKE PARK

EVENT MANAGER: Heather Punko Event Director

CONTACT: Mark Pakula

EMAIL: events@ggswaterfront.com

PHONE: 954-701-4345

PHONE: 954-929-7030

ADDRESS:

START TIME: 12:00 PM - **END TIME:** 3:00 PM

EMAIL: mpakula@tppfl.gov

GUEST: 75

AREA: Private Event Room

DIGITAL PAYMENT:

-Please provide the name and billing address associated with the card you plan to use when making payment.

-A link to a digital invoice for the payment will be sent to your email through our payment portal. If you would like this link to be sent to an email other than the one on file please provide that with the other requested billing details.

-Please also note if this will be the card used for the second payment of the remaining knowable total required 7 days prior to the event date.

CHECK OR CASH PAYMENT:

-Cash payment can be delivered in person to GG's Waterfront. Please ensure you notify us when you plan to come so an on duty manager will be expecting you.

-Check payments can also be delivered in person as mentioned above or mailed to us.

Mail to: GG's Waterfront

Attn: Private Events

606 N Ocean Dr. Hollywood, FL 33019

WIRE TRANSFER:

-Please let us know you would like to send payment via transfer and we will privately share the needed details.

If the Food and Beverage minimum is not met a room rental fee for the outstanding balance will be added

to your final bill.

AGENDA ITEM REPORT



To: Commission
Subject: Mechanical Contractors for Miscellaneous Maintenance and Repairs of Mechanical Equipment and Related Trade Services (Town Hall A/C)
Meeting: 10 11 2023 DRAFT REGULAR COMMISSION MEETING - Oct 11 2023
Department: Public Works
Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The a/c at the Town is irreparable.

RECOMMENDATION:

Staff recommends approval to piggyback from the Miami Dade College contract.

ATTACHMENTS:

[PS Miami Dade Piggy back contract](#)
[Town of Pembroke Park- HVAC Design Engineering 100423](#)
[Edd Helms - Amendment 2](#)
[Miami Dade College Contract No. MCM21005 FULLY EXECUTED](#)
[MDC-Design-Criteria-2.25.20_2](#)
[PS contract town hall](#)

	Status:
Aleem Ghany, Public Services Director	Pending
Marlen Martell, Town Clerk	Pending



Miami Dade College

**AMENDMENT NO. 2 TO THE AGREEMENT FOR
MECHANICAL CONTRACTORS FOR MISCELLANEOUS MAINTENANCE AND
REPAIRS OF MECHANICAL EQUIPMENT AND RELATED TRADE SERVICES**

Between

**THE DISTRICT BOARD OF TRUSTEES OF
MIAMI DADE COLLEGE, FLORIDA**

and

EDD HELMS AIR CONDITIONING & ELECTRIC, INC.

This AMENDMENT NO. 2 effective as of 20th day of June, 2023, by and between The District Board of Trustees of Miami Dade College, Florida, a public educational institution and a political subdivision of the State of Florida (hereinafter called the "Owner) and EDD HELMS AIR CONDITIONING & ELECTRIC, INC. a Florida Corporation, whose address is 740 International Parkway, Sunrise, FL 33325(hereinafter called the "COMPANY/CONTRACTOR").

Recitals

WHEREAS, on March 4, 2021, the Owner issued RFQ 2021-RB-15 for Maintenance and Repairs of Mechanical Equipment and Related Trade Services; and

WHEREAS, on June 15, 2021, pursuant to RFQ 2021-RB-15, the Owner authorized the College administration to negotiate and execute agreements with firm(s) to provide such services for a one (1)-year period, with two 2 options to renew at the Owner's discretion; and

WHEREAS, effective July 23, 2021, the parties executed Contract No. MCM21006 for such services ("Agreement") which would end, unless terminated prior to the term, on June 30, 2021; and

WHEREAS, at the end of the initial term, the parties agreed to extend the Agreement for a term commencing from July 1, 2021- June 30, 2022; and

WHEREAS, the Owner has agreed to exercise its first option to extend the Agreement for a term commencing on July 1, 2022

WHEREAS, the Owner has agreed to exercise its second option to extend the Agreement for a term commencing on July 1, 2023

WHEREAS, pursuant to Consent Agenda (Capital Outlay - k) dated June 20, 2023, this amendment exercise's the Owner's option to extend the term of the Agreement with EDD HELMS AIR CONDITIONING & ELECTRIC, INC. for an additional year, subject to the terms and conditions contained herein.

MDC AMENDMENT TO THE AGREEMENT BETWEEN OWNER AND NAME OF COMPANY

Page 1 of 3



Miami Dade College

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

1. **EXTENDED TERM:** The term of the Agreement shall be extended to commence on July 1, 2023 and end on June 30, 2024, unless earlier terminated pursuant to the provisions of the Agreement.
2. **NO GUARANTEED MINIMUM CONTRACT:** The Agreement continues to be non-exclusive with no guaranteed minimum.
3. **INSURANCE:** EDD HELMS AIR CONDITIONING & ELECTRIC, INC. warrants and shall provide the information necessary to demonstrate that its insurance coverage is in accordance with the provisions of the Agreement, current, in full force and effect and covers the extended term of the Agreement.
4. **EVALUATION:** The College may perform an evaluation of services provided by EDD HELMS AIR CONDITIONING & ELECTRIC, INC. during and at the end of a Project or term of the Agreement to determine the extent the performance objectives were met by the EDD HELMS AIR CONDITIONING & ELECTRIC, INC. while providing its services to the College. The results of the evaluation, which will include an evaluation of the performance of EDD HELMS AIR CONDITIONING & ELECTRIC, INC. team, including, but not limited to, its subcontractors and/or specialty consultants, may be used as part of Facilities Management's criteria to determine whether to recommend awarding future work or contracts to EDD HELMS AIR CONDITIONING & ELECTRIC, INC.
5. **NOTICE:** Either party may change the address to which notices should be sent by written notice to the other party.

In accordance with Section 13.7 of the Agreement entitled "Notice," the Owner is sending notice of changing the recipient of its notices as follows: To the Owner, Attn: Vice Provost for Facilities Management, Miami Dade College, 11011 S.W. 104th Street, Building #L/Parking Garage, Room L-110, Miami, Florida 33176, with a copy to Javier A. Ley-Soto, Esq., College Legal Counsel, Miami Dade College, Office of Legal Affairs, 300 N.E. 2nd Avenue, Room 1453, Miami, FL 33132.

6. **EFFECT OF AMENDMENT:** Except as herein modified, all of the provisions, terms and conditions of the Contract Documents, including the Agreement, any prior amendments thereto and/or any Contract for Construction, shall continue in full force and effect. In the event that there is a conflict between the provision of this AMENDMENT NO. 2 and the provisions of the Contract Documents, the provisions of this AMENDMENT NO. 2 shall control.

[INTENTIONALLY LEFT BLANK]

MDC AMENDMENT TO THE AGREEMENT BETWEEN OWNER AND NAME OF COMPANY

Page 2 of 3

Page 3 of 472



Miami Dade College

IN WITNESS WHEREOF, this AMENDMENT NO. 2 has been executed by the duly authorized representative of the parties effective as of the date set forth above.

	The District Board of Trustees of Miami Dade College, Florida
Attest: By: <u>Joycelynne Burden</u> 7/25/2023 	By: <u>[Signature]</u> Leobardo Bobadilla Vice Provost, Chief Facilities Management and Operations Officer Date:
	By: <u>[Signature]</u> Fernando Calcines (Jul 20, 2023 14:26 EDT) Fernando Calcines Associate Vice Provost Construction Management
	Contractor: EDD HELMS AIR CONDITIONING & ELECTRIC, INC.
Attest: By: <u>Michelle Pfetterkorn</u> Print Name: Michelle Pfetterkorn Print Title: Contract Admin.	By: <u>[Signature]</u> Print Name: Dean Goodson Print Title: CFO Date: 7/13/23

CORPORATE SEAL

MDC AMENDMENT TO THE AGREEMENT BETWEEN OWNER AND NAME OF COMPANY

Page 3 of 3



Edd Helms

Air Conditioning & Electric

CAC 021309

EC 13001830

A Name You Can Trust Since 1975

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

October 4, 2023

Attention: Thomas Positano

954-966-4600

tpositano@tppfl.gov

Re: Professional HVAC Design Engineering

(Q# 23-0593)

Edd Helms Air Conditioning proposes to perform the following work at the above mentioned location. Scope of work as follows:

- Furnish professional engineered HVAC design plans provided by Cx4b
- (2) site visits by the engineering team for visual observations and measurements
- Create background floor plans of each building to show location of existing heat pump unit.
- Conduct cooling load calculations for three (3) floors and common areas (lobbies, restrooms..).
- Conduct outside air and ventilation calculations.
- Show removal of existing ductwork.
- Size new main branch duct supply air and return air ductwork.
- Select new equipment
 - Cooling tower, heat pumps, air-cooled chiller, chilled water air handlers, circulating pumps, VFD's etc.
- Conduct electrical panel load calculations if electrical demand is increased.
- Provide bid drawings that will contain:
 - Specifications, and contractor responsibilities.
 - Pipe design, layout. Valves and access points will be shown.
 - New equipment schedules and specifications.
 - Demolition and new work plan backgrounds.
 - Equipment installation details.
 - Wind load calculations and fastening details and specifications for outdoor equipment.
 - New condenser water pipe design from Cooling tower to heat pumps.
 - New chilled water pipe design from air-cooled chiller to CHW air handlers.
 - Accessories and valves will be detailed.
- Communication with client; emails, phone calls
- Respond to building department comments for permit.
- Provide a full check set to be sent to the end user for review and consideration. (not signed)

Excluded:

- Value Engineering Exercises after scope has been approved by owner and design work has been commenced.
 - Significant changes in the scope could be subject to additional design fees.
- Permit drawings and/or signed and sealed drawings.
- Modifications to Electrical systems other than what is specified above.
- Modifications to the Mechanical systems other than what is specified above.
- Energy Calculations and reports.
- Commissioning Services
- Test and Balance
- Life Cycle Cost Analysis and Cost Estimating
- Contractor's Means and Methods or Worker Safety on the Job Site.
- Major changes or upgrades due to Code Deficiencies.
- Fault Current Calculations or Short Circuit and Coordination Study of existing building electrical systems
- Acoustic evaluations, sound analysis or noise abatement engineering and design.
- Special Inspection Services by 3rd Party Structural Engineer or Architect

740 International Parkway · Sunrise, Florida 33325 · Toll Free: (800) 329-2530 · Fax: (954) 595 1673

www.eddhelms.com

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Edd Helms

Air Conditioning & Electric

CAC 021309

EC 13001830

A Name You Can Trust Since 1975

Qualifications:

- Future meetings may dictate changes in the scope of work.
- Edd Helms to assist in design coordination and provide input as needed
- Additional site visits for the engineering team would be \$1,100.00 as requested
- Additional virtual team meetings with the engineering team would be \$185.00 / hour as requested

General Scope Clarifications:

- It is our understanding that the building has had a history of HVAC related issues; airflow, elevated relative humidity, and controls. The scope of work is to conduct an HVAC evaluation of the three (3) level building. There is a central air conditioning unit on each floor that provides cool, dehumidified air to the spaces of that floor. It is our understanding that there are existing variable air volume (VAV) terminal boxes in the spaces to provide individual temperature control.
- The existing system incorporates a cooling tower installed on a grade-level concrete pad that provides condenser water to the three (3) water-cooled packaged heat pumps. There is one (1) CW pump located adjacent to the cooling tower. The heat pumps, CW pump, and cooling tower are all in need of replacement. We will conduct a cooling load calculation for each floor and the total for the building (including common areas). We will require assistance in either accessing the individual spaces or gathering data about the spaces in order to conduct the cooling load calculations. The calculations will be used to size and select each of the new heat pumps and the cooling tower. The size of the pump and piping will be compared with the existing. We will provide outside air and ventilation calculations to be in compliance with the current Florida Mechanical Code.
- The ductwork within the private spaces are not within the scope of this project. The line of demarcation will be at the duct connection to the inlet of the VAV terminal box. All ductwork downstream of the VAV is not within the scope of this project.
- We would also like to provide an alternate chilled water system design approach that can be priced and compared with a replacement CW system. Chilled water system has an advantage over a CW system for VAV applications. Reducing the airflow below a critical flow rate can cause the coil to freeze over in the heat pump where a chilled water coil will not freeze over. This leads to superior dehumidification for multi-zone control over the CW system.
- The transition from the CW system to a chilled water system would not require any additional equipment and would be simple to accomplish. The bids for each approach can be compared and then an educated decision can be made as to what approach serves the building's needs best.
- The electrical scope will be to provide the existing conditions; circuit sizes, disconnects, fuses, conductor sizes, etc.. and compare to the proposed design. A panel load calculation may be required if additional electrical demand is put on an existing panel. Any deficiencies and/or required upgrades will be incorporated into the proposed design to be considered for pricing.
- The first phase of this project will be to provide this evaluation. During Phase I, we will provide engineering drawings to a level sufficient to provide accurate pricing. They will not be permit ready but will have all new equipment schedules and details on the drawings. Both the CW and chilled water system approach will be presented so that pricing can be sought for both.
- Phase II will begin after an approach is decided upon and the drawings are ready to be completed to submit for permit with the building department. The specific scope of work for Phase II will be determined at that time and an additional proposal will be provided at that time.
- Upon receipt of this signed service proposal, we will immediately schedule a site visit to occur within 10 business days and then provide the project deliverables no longer than 20 business days after the site visit.

Your price for the above work will be **\$21,610.00** including applicable taxes.

All additional work to be performed shall be paid for at the rate of \$145 per regular working hour with advanced written notice from customer. Additional materials used in extra work shall be paid for at our normal rates. Payment terms: 50% on authorization, 50% on start-up. All payments shall be due in accordance with the terms described above. Customer agrees to pay all court costs and attorneys fees should legal means be necessary for collection. All work has been figured on a straight-time basis, Monday through Friday 7:00 am to 3:30 pm, excluding holidays, unless described above. Labor Warranty: 1-year limited warranty on new installations, 30-day limited warranty on repairs. This proposal is valid for 15-days.

740 International Parkway · Sunrise, Florida 33325 · Toll Free: (800) 329-2530 · Fax: (954) 595 1673
www.eddhelms.com

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Edd Helms

Air Conditioning & Electric

CAC 021309

EC 13001830

A Name You Can Trust Since 1975

If you have any questions concerning this proposal, please do not hesitate to contact us at your convenience. We thank you for this opportunity to be of service.

Sincerely,

Matthew Paladino
Project Manager / Estimator
Edd Helms Air Conditioning & Electric

ACCEPTED BY _____

TITLE _____

DATE _____

740 International Parkway • Sunrise, Florida 33325 • Toll Free: (800) 329-2530 • Fax: (954) 595 1673
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Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

October 4, 2023

Attention: Thomas Positano

954-966-4600

tpositano@tppfl.gov

Re: Professional HVAC Design Engineering

(Q# 23-0593)

Edd Helms Air Conditioning proposes to perform the following work at the above mentioned location. Scope of work as follows:

- Furnish professional engineered HVAC design plans provided by Cx4b
- (2) site visits by the engineering team for visual observations and measurements
- Create background floor plans of each building to show location of existing heat pump unit.
- Conduct cooling load calculations for three (3) floors and common areas (lobbies, restrooms..).
- Conduct outside air and ventilation calculations.
- Show removal of existing ductwork.
- Size new main branch duct supply air and return air ductwork.
- Select new equipment
 - Cooling tower, heat pumps, air-cooled chiller, chilled water air handlers, circulating pumps, VFD's etc.
- Conduct electrical panel load calculations if electrical demand is increased.
- Provide bid drawings that will contain:
 - Specifications, and contractor responsibilities.
 - Pipe design, layout. Valves and access points will be shown.
 - New equipment schedules and specifications.
 - Demolition and new work plan backgrounds.
 - Equipment installation details.
 - Wind load calculations and fastening details and specifications for outdoor equipment.
 - New condenser water pipe design from Cooling tower to heat pumps.
 - New chilled water pipe design from air-cooled chiller to CHW air handlers.
 - Accessories and valves will be detailed.
- Communication with client; emails, phone calls
- Respond to building department comments for permit.
- Provide a full check set to be sent to the end user for review and consideration. (not signed

Excluded:

- Value Engineering Exercises after scope has been approved by owner and design work has been commenced.
 - Significant changes in the scope could be subject to additional design fees.
- Permit drawings and/or signed and sealed drawings.
- Modifications to Electrical systems other than what is specified above.
- Modifications to the Mechanical systems other than what is specified above.
- Energy Calculations and reports.
- Commissioning Services
- Test and Balance
- Life Cycle Cost Analysis and Cost Estimating
- Contractor's Means and Methods or Worker Safety on the Job Site.
- Major changes or upgrades due to Code Deficiencies.
- Fault Current Calculations or Short Circuit and Coordination Study of existing building electrical systems
- Acoustic evaluations, sound analysis or noise abatement engineering and design.
- Special Inspection Services by 3rd Party Structural Engineer or Architect

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Page 1



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Qualifications:

- Future meetings may dictate changes in the scope of work.
- Edd Helms to assist in design coordination and provide input as needed
- Additional site visits for the engineering team would be \$1,100.00 as requested
- Additional virtual team meetings with the engineering team would be \$185.00 / hour as requested

General Scope Clarifications:

- It is our understanding that the building has had a history of HVAC related issues; airflow, elevated relative humidity, and controls. The scope of work is to conduct an HVAC evaluation of the three (3) level building. There is a central air conditioning unit on each floor that provides cool, dehumidified air to the spaces of that floor. It is our understanding that there are existing variable air volume (VAV) terminal boxes in the spaces to provide individual temperature control.
- The existing system incorporates a cooling tower installed on a grade-level concrete pad that provides condenser water to the three (3) water-cooled packaged heat pumps. There is one (1) CW pump located adjacent to the cooling tower. The heat pumps, CW pump, and cooling tower are all in need of replacement. We will conduct a cooling load calculation for each floor and the total for the building (including common areas). We will require assistance in either accessing the individual spaces or gathering data about the spaces in order to conduct the cooling load calculations. The calculations will be used to size and select each of the new heat pumps and the cooling tower. The size of the pump and piping will be compared with the existing. We will provide outside air and ventilation calculations to be in compliance with the current Florida Mechanical Code.
- The ductwork within the private spaces are not within the scope of this project. The line of demarcation will be at the duct connection to the inlet of the VAV terminal box. All ductwork downstream of the VAV is not within the scope of this project.
- We would also like to provide an alternate chilled water system design approach that can be priced and compared with a replacement CW system. Chilled water system has an advantage over a CW system for VAV applications. Reducing the airflow below a critical flow rate can cause the coil to freeze over in the heat pump where a chilled water coil will not freeze over. This leads to superior dehumidification for multi-zone control over the CW system.
- The transition from the CW system to a chilled water system would not require any additional equipment and would be simple to accomplish. The bids for each approach can be compared and then an educated decision can be made as to what approach serves the building's needs best.
- The electrical scope will be to provide the existing conditions; circuit sizes, disconnects, fuses, conductor sizes, etc.. and compare to the proposed design. A panel load calculation may be required if additional electrical demand is put on an existing panel. Any deficiencies and/or required upgrades will be incorporated into the proposed design to be considered for pricing.
- The first phase of this project will be to provide this evaluation. During Phase I, we will provide engineering drawings to a level sufficient to provide accurate pricing. They will not be permit ready but will have all new equipment schedules and details on the drawings. Both the CW and chilled water system approach will be presented so that pricing can be sought for both.
- Phase II will begin after an approach is decided upon and the drawings are ready to be completed to submit for permit with the building department. The specific scope of work for Phase II will be determined at that time and an additional proposal will be provided at that time.
- Upon receipt of this signed service proposal, we will immediately schedule a site visit to occur within 10 business days and then provide the project deliverables no longer than 20 business days after the site visit.

Your price for the above work will be **\$21,610.00** including applicable taxes.

All additional work to be performed shall be paid for at the rate of \$145 per regular working hour with advanced written notice from customer. Additional materials used in extra work shall be paid for at our normal rates. Payment terms: 50% on authorization, 50% on start-up. All payments shall be due in accordance with the terms described above. Customer agrees to pay all court costs and attorneys fees should legal means be necessary for collection. All work has been figured on a straight-time basis, Monday through Friday 7:00 am to 3:30 pm, excluding holidays, unless described above. Labor Warranty: 1-year limited warranty on new installations, 30-day limited warranty on repairs. This proposal is valid for 15-days.

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Page 2



Edd Helms

Air Conditioning & Electric

CAC 021309

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If you have any questions concerning this proposal, please do not hesitate to contact us at your convenience. We thank you for this opportunity to be of service.

Sincerely,

Matthew Paladino
Project Manager / Estimator
Edd Helms Air Conditioning & Electric

ACCEPTED BY _____

TITLE _____

DATE _____

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Page 3



**AMENDMENT NO. 2 TO THE AGREEMENT FOR
MECHANICAL CONTRACTORS FOR MISCELLANEOUS MAINTENANCE AND
REPAIRS OF MECHANICAL EQUIPMENT AND RELATED TRADE SERVICES**

Between

**THE DISTRICT BOARD OF TRUSTEES OF
MIAMI DADE COLLEGE, FLORIDA**

and

EDD HELMS AIR CONDITIONING & ELECTRIC, INC.

This AMENDMENT NO. 2 effective as of 20th day of June, 2023, by and between The District Board of Trustees of Miami Dade College, Florida, a public educational institution and a political subdivision of the State of Florida (hereinafter called the "Owner) and EDD HELMS AIR CONDITIONING & ELECTRIC, INC. a Florida Corporation, whose address is 740 International Parkway, Sunrise, FL 33325(hereinafter called the "COMPANY/CONTRACTOR").

Recitals

WHEREAS, on March 4, 2021, the Owner issued RFQ 2021-RB-15 for Maintenance and Repairs of Mechanical Equipment and Related Trade Services; and

WHEREAS, on June 15, 2021, pursuant to RFQ 2021-RB-15, the Owner authorized the College administration to negotiate and execute agreements with firm(s) to provide such services for a one (1)-year period, with two 2 options to renew at the Owner's discretion; and

WHEREAS, effective July 23, 2021, the parties executed Contract No. MCM21006 for such services ("Agreement") which would end, unless terminated prior to the term, on June 30, 2021; and

WHEREAS, at the end of the initial term, the parties agreed to extend the Agreement for a term commencing from July 1, 2021- June 30, 2022; and

WHEREAS, the Owner has agreed to exercise its first option to extend the Agreement for a term commencing on July 1, 2022

WHEREAS, the Owner has agreed to exercise its second option to extend the Agreement for a term commencing on July 1, 2023

WHEREAS, pursuant to Consent Agenda (Capital Outlay - k) dated June 20, 2023, this amendment exercise's the Owner's option to extend the term of the Agreement with EDD HELMS AIR CONDITIONING & ELECTRIC, INC. for an additional year, subject to the terms and conditions contained herein.

MDC AMENDMENT TO THE AGREEMENT BETWEEN OWNER AND NAME OF COMPANY

Page 1 of 3



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

1. EXTENDED TERM: The term of the Agreement shall be extended to commence on July 1, 2023 and end on June 30, 2024, unless earlier terminated pursuant to the provisions of the Agreement.
2. NO GUARANTEED MINIMUM CONTRACT: The Agreement continues to be non-exclusive with no guaranteed minimum.
3. INSURANCE: EDD HELMS AIR CONDITIONING & ELECTRIC, INC. warrants and shall provide the information necessary to demonstrate that its insurance coverage is in accordance with the provisions of the Agreement, current, in full force and effect and covers the extended term of the Agreement.
4. EVALUATION: The College may perform an evaluation of services provided by EDD HELMS AIR CONDITIONING & ELECTRIC, INC. during and at the end of a Project or term of the Agreement to determine the extent the performance objectives were met by the EDD HELMS AIR CONDITIONING & ELECTRIC, INC. while providing its services to the College. The results of the evaluation, which will include an evaluation of the performance of EDD HELMS AIR CONDITIONING & ELECTRIC, INC. team, including, but not limited to, its subcontractors and/or specialty consultants, may be used as part of Facilities Management's criteria to determine whether to recommend awarding future work or contracts to EDD HELMS AIR CONDITIONING & ELECTRIC, INC.
5. NOTICE: Either party may change the address to which notices should be sent by written notice to the other party.

In accordance with Section 13.7 of the Agreement entitled "Notice," the Owner is sending notice of changing the recipient of its notices as follows: To the Owner, Attn: Vice Provost for Facilities Management, Miami Dade College, 11011 S.W. 104th Street, Building #L/Parking Garage, Room L-110, Miami, Florida 33176, with a copy to Javier A. Ley-Soto, Esq., College Legal Counsel, Miami Dade College, Office of Legal Affairs, 300 N.E. 2nd Avenue, Room 1453, Miami, FL 33132.

6. EFFECT OF AMENDMENT: Except as herein modified, all of the provisions, terms and conditions of the Contract Documents, including the Agreement, any prior amendments thereto and/or any Contract for Construction, shall continue in full force and effect. In the event that there is a conflict between the provision of this AMENDMENT NO. 2 and the provisions of the Contract Documents, the provisions of this AMENDMENT NO. 2 shall control.

[INTENTIONALLY LEFT BLANK]

MDC AMENDMENT TO THE AGREEMENT BETWEEN OWNER AND NAME OF COMPANY

Page 2 of 3



Miami Dade College

IN WITNESS WHEREOF, this AMENDMENT NO. 2 has been executed by the duly authorized representative of the parties effective as of the date set forth above.

	The District Board of Trustees of Miami Dade College, Florida
Attest: <u>Joycelynne Burden</u> 7/25/2023 By: <u>Joycelynne Burden</u> 	By: <u>LB</u> (Jul 20, 2023 17:40 EDT) Leobardo Bobadilla Vice Provost, Chief Facilities Management and Operations Officer Date:
	By: <u>FC</u> Fernando Calcines (Jul 20, 2023 14:26 EDT) Fernando Calcines Associate Vice Provost Construction Management
	Contractor: EDD HELMS AIR CONDITIONING & ELECTRIC, INC.
Attest: By: <u>Michelle Pfetterkorn</u> Print Name: Michelle Pfetterkorn Print Title: Contract Admin.	By: <u>Dean Goodson</u> Print Name: Dean Goodson Print Title: CFO Date: 7/13/23

CORPORATE SEAL

MDC AMENDMENT TO THE AGREEMENT BETWEEN OWNER AND NAME OF COMPANY

Page 3 of 3



Miami Dade College

CONTINUING SERVICES CONTRACT
GENERAL CONTRACTORS – MECHANICAL
CONTRACTORS FOR MISCELLANEOUS
MAINTENANCE AND RELATED TRADES

**AGREEMENT BETWEEN OWNER
AND GENERAL CONTRACTOR**

Made by and between

**THE DISTRICT BOARD OF TRUSTEES OF
MIAMI DADE COLLEGE, FLORIDA
RFQ 2021-RB-15**

and

EDD HELMS AIR CONDITIONING & ELECTRIC, INC.

Contract Number

MCM21005

Effective Date: July 1, 2021

Expiration Date: June 30, 2022

LB
LB

AGREEMENT

CONTRACT NO.: MCM21005

THIS AGREEMENT (the "Agreement"), is made as of this 15th day of June, 2021, by and between The District Board of Trustees of Miami Dade College Florida, a body corporate, public educational institution, and a political subdivision of the State of Florida ("MDC" or "Owner"), and Edd Helms Air Conditioning & Electric, Inc. (the "Company"), a State of Florida corporation/limited liability corporation or partnership or sole proprietor or other entity, as indicated below, who is duly authorized and licensed to transact business in the State of Florida and to perform the Work described herein. This Agreement may include services, in whole or in part, as set forth by the Owner's Capital Outlay Program. This Agreement shall govern performance for any Project for which the Company is engaged to provide Work, as defined in the General Conditions for General Contractors ("General Conditions"), attached hereto and made a part hereof.

Company's Federal Employer ID 59-1988899 or
Social Security Number (for sole proprietor) _____

Company license number: CAC021309

Company form of business entity:

☒ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Sole Proprietor
☐ Other (describe) _____

RECITALS

WHEREAS, The Owner issued Request for Qualifications RFQ 2021-RB-15 (RFQ) to establish a pool of prequalified contractors to provide Miscellaneous Maintenance and Repairs of Mechanical Equipment and related Trade Services; and

WHEREAS, based the (3FQ), its amendments and exhibits, and the Company's proposal (collectively the "Procurement Documents"), which are incorporated by reference into the Agreement, Owner has selected and desires to engage the Company to enter into a contract to furnish services in accordance with the terms and conditions set forth in this Agreement and the General Conditions; and

WHEREAS, this Agreement is based on the Owner's board action; is effective from consent agenda 5(u) dated June 15, 2021; and

WHEREAS, Company has been qualified, based on the Contractor's expertise and experience and based on Owner's anticipated need for specific expertise and experience in the providing services for future Projects or, for a specific project as indicated in Attachment A, the Project indicated in the RFQ for a specific Project; and

WHEREAS, Company represents that it has and will continue to have the qualifications to perform the services hereto, and desires to perform Work for the Project subject to the terms and conditions set forth in this Agreement and the General Conditions.

WHEREAS, Contractor understands and agrees that: 1) at the Owner's sole discretion, it may be assigned to work one or more or may not be assigned to work on a Project during the term of this Agreement; 2) the Owner, in its discretion, may enter into agreements with other contractors for Work on its Projects as its interests may dictate to Work; 3) this is a non-exclusive agreement; and 4) Contractor is neither guaranteed a minimum amount of Work nor Work with a minimum dollar limit amount.

NOW THEREFORE in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

ARTICLE 1. THE CONTRACT DOCUMENTS

MDC/General Company – General Contractors Services

MDC LB GC MB

1.1 The recitals are incorporated by reference herein and made a part hereof.

1.2 The "Contract Documents" constitute the entire agreement between Owner and Company for the Company to provide Work for a Project, and consists of this Agreement, its exhibits and any amendments thereto; the General Conditions and any amendments thereto; special conditions, if any; the Owner's RFQ and any addenda thereto; the Company's bid proposal submitted in response thereto; Owner's solicitation to bid on a specific Project and any amendments thereto, if such is not specified in the invitation to bid on a Project; the Company's bid proposal submitted in response thereto; and any post-bid modifications; the Construction Documents; the respective Notice to Proceed (or in the case of a continuous contract, Notices to Proceed) and the exhibits that are executed by the Company and Owner; and Owner-approved Change Orders or Construction Change Directives, if any.

- a. The Addenda to the Agreement, if any, are enumerated as follows if blank,
then none: Addendum No.: N/A Date Issued: NONE

1.3 Documents not included or express contemplated in this article do not, and shall not, form any part of the Agreement. Without limiting the generality of the foregoing, shop drawings and other submittals from the Company or from a Professional or Subcontractors and suppliers do not constitute a part of the Agreement.

1.4 At all times the Company is performing services, it shall comply with the requirements of this Agreement, the General Conditions and each respective Contract for Construction or Notice to Proceed, if any.

1.5 All capitalized terms used herein shall have the meanings as set forth in the General Conditions, unless otherwise defined herein.

1.6 A fully executed Contract for Construction or Notice to Proceed, respectively, reincorporates the provisions of this Agreement and the General Conditions.

1.7 In the event that there is a conflict of interpretation in the Contract Documents, the documents should be interpreted in the following order: the Work Authorization including the Scope of Work proposed by the Company, any special conditions for the Project, the General Conditions, amendments to this Agreement, the Agreement, the Company's response to the Owner's solicitation, the Owner's solicitation and any addenda.

ARTICLE 2. THE WORK

2.1 The Company shall perform the Work under the terms of the Contract Documents for the Project. Providing such Work shall include, but shall not be limited to, the furnishing of all Services necessary to perform the Work set out in the Contract Documents in accordance therewith and this Agreement.

2.2 The Company represents and warrants that it shall: (a) thoroughly review the Construction Documents for a Project and all other documents related thereto made available on Owner's website(s) or on file with Owner's Division of Purchasing or the Facilities Management Department; (b) visit and thoroughly inspect the Project Site and any structure(s) or other man-made features to be modified and familiarize itself with local conditions under which the Project will be constructed and operated; (c) familiarize itself with surveys and other as-built drawings provided by Owner or its designee that indicate the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project; (d) familiarize itself with pertinent Project dates and special requirements, including the Project schedule; (e) review and analyze all Project geotechnical, Hazardous Substances, structural, chemical, electrical, mechanical and construction materials tests, investigations and recommendations provided by Owner or the Professional; and (f) gather any other information necessary for a thorough understanding of the Project. If the Project involves modifications to any existing structure(s) or other man-made feature(s) on the Project site, the Company represents that it shall also review all as-built and record drawings, plans and specifications provided by Owner or the Professional and thoroughly inspected the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by Company resulting from Company's failure to familiarize itself with the Site or pertinent documents shall be deemed waived.

2.3 The Company shall furnish or cause to be furnished, and paid from the Project's Contract Price, if a Project is

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awarded. The general nature of the scope of the Work the Company is to complete shall be indicated in Attachment D and the Notice(s) to Proceed, if such is issued; and may be referenced in the General Conditions.

2.4 The Company agrees to provide all services required to professionally complete the Work in an expeditious and economical manner consistent with the Contract for Construction and the best interests of the Owner.

2.5 **SERVICES**

2.5.1 The Company shall provide services as per Attachment A, attached to this Agreement.

2.5.2 The Company shall promptly reject any Work: (i) which does not conform to the scope of Work; or (ii) which does not comply with any applicable law, statute, building code, rule or regulation of any public authority or agency of which it is aware.

2.5.3 The Company shall comply with Owner's Policies and Procedures applicable to this Agreement as referenced herein. A copy of the applicable Policies and Procedures shall be provided to the Company.

2.5.4 The Company shall cause its Subcontractors, suppliers, vendors and agents to comply with the Project Schedule and applicable sub-schedules. The Company shall obtain and review schedules from Subcontractors and suppliers, coordinate sub-schedules with the Construction Schedule, and enforce compliance with all applicable schedules to ensure timely completion of the Work. If at any time a Project is delayed, the Company shall immediately notify the Owner of the probable cause(s) and possible alternatives, and make recommendations to minimize expense and/or delay to the Owner.

2.5.5 Company and its Subcontractors shall participate in, and cooperate with, construction phase commissioning, validation, and other quality assurance and quality control processes.

2.5.6 Company shall work with Owner and the Professional to pursue Owner's goal of obtaining Leadership in Energy and Environmental Design (LEED) certification for the Project, at the level set forth in the Notice to Proceed.

2.5.7 Company shall provide as an attachment to its application for payment a monthly report, as a hard copy and an electronic copy, summarizing the progress of the Project to the Owner, Professional, and Owner's user group representatives, including information on the subconsultants' Work, percentage of completion of the Work, and Project accounting reports, including projected time to completion and estimated cost to complete the Work, digital progress photographs if applicable (minimum 20 Photographs) depicting the completion stage of the work, Project directory, logs for requests for information, . Additionally, provide an electronic copy of the monthly report on CD/DVD.

ARTICLE 3. TERM, TIME OF COMMENCEMENT AND COMPLETION:

3.1 The Term of this Agreement, where appropriate, shall be from July 1, 2021 through June 30, 2022, unless, earlier terminated pursuant to the provisions of the Agreement.

3.2 The Company shall commence the Work in accordance with the Contract Documents.

3.3 At the end of the initial term, the Owner has two (2) options to extend the term of the Agreement for two (2) additional one-year terms.

3.4 The Company shall perform and complete the Work including all required inspections, obtain from the Building Official a Certificate of Substantial Completion and Certificate of Completion of Final Completion, no later than the date that set forth in the Contract Documents, subject to adjustments of such time pursuant to Change Orders or Change Directives as provided in the General Conditions (the "Contract Time").

ARTICLE 4. COMPENSATION:

The Owner shall pay and the Company shall accept, as full and complete payment for the Company's timely and complete performance of its obligations for a lump sum as set forth in a Contract for Construction or Notice to Proceed, and in accordance with the terms and conditions as set forth in this Agreement and the General Conditions.

4.1 The Owner has approved the Company to provide Services for the Project in an amount not to exceed the Contract Price.

4.2 The Contract Price includes the aggregate amount of all allowances and any unit price items to be furnished or

MDC/General Company – General Contractors Services

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installed.

4.3 Within twenty (20) days after execution of the Agreement, the Company shall prepare and present to the Owner and the Owner's Professional, the Company's Compensation Schedule, on Owner's standard form, which shall be based on the amounts and payment terms set forth in the approved Schedule of Values. Applications for Payment shall be submitted in detail sufficient for an audit thereof in accordance with Owner's policies on the subject in effect at the time the Company commences construction of the Work.

4.4 Company shall submit Applications for Payment to: cminvoices@mdc.edu

Name of Person, Title
Miami Dade College
Facilities Management
11011 SW 104th Street, Building L, Office L-
Miami, FL 33176-3393

4.5 Within twenty (20) days after receipt by Owner of Company's invoice, properly prepared pursuant to Owner's policies on the subject in effect at the time the Company commences construction of the Work, the Owner shall pay the Company the amount approved by Professional and/or Third Party Administrator, less retainage, if required by the General Conditions, unless there is a dispute about the amount of compensation due to the Company.

ARTICLE 5. TIME OF THE ESSENCE; LIQUIDATED DAMAGES FOR DELAY

5.1 Time is of the essence for the completion of the Work by the Contractor and the performance of the Contractor's obligations under this Agreement.

5.2 In as much as failure to Substantially Complete the Work within the time fixed in the Contract for Construction shall result in injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is agreed that if the Work is not Substantially Completed within the time provided in the Contract for Construction, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract for Construction, it is hereby agreed that, if liquidated damages is applicable to this Agreement, the amount of the per diem assessment for liquidated damages in Attachment C for the Company's failure to achieve Substantial Completion within the time specified in the Contract Documents is not a penalty and not excessive, and are reasonable in light of the circumstances known to the parties at the time the Agreement is executed and that the range of harm that is foreseeable and the anticipation that proof of damages would be costly and impractical.

The Owner's exercise of its right to terminate the Agreement shall not release the Company from its obligation to pay applicable liquidated damages in the amount set forth herein. Such assessments shall be immediately due and payable to the Owner or, at the Owner's option, may be deducted from future payments that may be due and owing to Company.

The sums due and payable hereunder by the Company shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing the Agreement. If liquidated damages are applicable to this Agreement, then such liquidated damages shall be Owner's sole remedy and in lieu of Owner's actual damages incurred for delays by Company. Company shall be responsible for liquidated damages for each day beyond the Substantial Completion Date set forth in the Contract for Construction or the Final Completion date, respectively.

5.3 The liquidated damages shall not preclude the recovery of damages by the Owner under other provisions of the Contract for Construction, except claims related to Contractor's delays in Substantial or Final Completion. Owner's right to receive liquidated damages shall in no manner affect the Owner's right to terminate the Contract for Construction, as provided in the General Conditions or elsewhere in the Agreement. The Owner's exercise of the right to terminate shall not release the Contractor from the obligation to pay said liquidated damages.

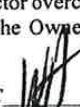
5.4 When the Owner reasonably believes: (a) that Substantial Completion shall be inexcusably delayed; or (b) that the Contractor will fail to achieve Final Completion by the date of Final Completion indicated in the Contract for Construction, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor the daily amount specified for liquidated damages in Attachment C for each day of the unexcused delay. If and when the Contractor overcomes the delay in timely achieving Substantial Completion or Final Completion, or any part thereof, for which the Owner has

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withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable as liquidated damages.

5.5 The Owner and the Contractor understand and agree that the Owner shall suffer damages of loss of use and other time impact damages if the Project is not timely completed, which damages are difficult, if not impossible, to ascertain with any degree of certainty. Moreover, the parties wish to avoid the cost and time involved with proving actual damages. Accordingly, if the Project is not completed before the expiration of Contract/Construction Time, liquidated damages (which the parties agree are not a penalty) shall be assessed against the Contractor in the amount set in Attachment C per day for each and every calendar day beyond the Substantial Completion Date and the Final Completion Date, set forth in the Contract for Construction, to cover said losses that Owner shall incur by virtue of the Contractor's failure to complete the Project within the Contract/Construction Time. The Owner may deduct liquidated damages from any amounts that may be due or may become due to the Contractor under this Agreement; or the Contractor shall pay such amounts to Owner. The Contractor herein agreed and waive any and all legal rights to said due amount that the Contractor may be entitle to otherwise.

ARTICLE 6. PERSONNEL, SUBCONTRACTOR AND SUPPLIER CHARTS

The Company shall use the Key Personnel identified in the Procurement Documents, unless modified and approved in the Notice to Proceed. If applicable, Company shall not remove or replace any Key Personnel except with the written approval of Owner based upon good cause shown or as directed by Owner. Further, if any Key Personnel discontinues service on the Project for any reason whatsoever, Company shall promptly replace such Key Personnel with a qualified individual, approved by Owner in writing, which approval will not be unreasonably withheld.

ARTICLE 7. SLBE AND M/WBE REPORTS:

As applicable, the Company shall report the Small and Local Business Enterprise ("SLBE"), status as defined in Miami Dade College Policy VI-4 and Procedures No. 6550, and the Minority Business Enterprise ("M/WBE") status, as defined in Section 288.703, Florida Statutes, as they may be amended for its contractors/Consultants, subcontractors/Subconsultants, and any other person or entity the Company proposes to engage to perform Services for the Project on the form's provided by the Owner.

ARTICLE 8. INSURANCE REQUIREMENTS:

The Company shall comply with all insurance and surety requirements and provide the insurance and surety coverage indicated in Attachment B.

ARTICLE 9. ADDITIONAL SERVICES

9.1 The Company shall provide such Additional Services as are initiated and authorized in writing by the Owner prior to performance. The Additional Services described in this article are not included in Work. Additional services include, but are not limited to:

- a. Services performed after the Date of Final Completion, except when required as part of the original Work.
- b. Services for preparation for and attendance at deposition, discovery or court or other dispute resolution proceedings on behalf of the Owner, except when such proceedings involve issues of fault, neglect or alleged liability of the Company, or its officers, directors, employees, agents or consultants.
- c. Other services not included in the Work mutually agreed to by the Owner and the Company in writing.

9.2 Payments to the Company for Additional Services shall be in accordance with applicable provisions of the General Conditions.

ARTICLE 10. AUDIT RIGHTS

10.1 Upon execution of the Agreement, the Company agrees that the Owner shall have unrestricted access during normal working hours to all of Company's records relating to this Project.

10.2 Owner may, upon reasonable notice, audit and copy the records of the Company, Subcontractors and suppliers during regular business hours, during the term of this Agreement and for a period of three (3) years after final payment is made by Owner to Company, or longer if required by law. Such audits may be performed by the Owner or its designee. Company shall retain all records for the Project during performance of the Project and for at least three (3) years after final payment is made.

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10.3 For purposes hereof, Company's "records" means any and all information, materials and data of every kind and character, whether hard copy or in electronic form, which may, in Owner's judgment have any bearing on or pertain to the Contract Documents, including, without limitation, books, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, written policies and procedures, time sheets, payroll registers, payroll records, cancelled payroll checks, Subcontract files (e.g., including proposals of successful and unsuccessful bidders, bid recap), original estimates, estimating work sheets, correspondence, Change Order files (including documentation covering negotiated settlements), back-charge logs and supporting documentation, invoices and related payment documentation, general ledgers, records detailing cash and trade discounts earned, insurance rebates and dividends, superintendent reports, drawings, receipts, vouchers and memoranda.

10.4 Owner or designee shall have reasonable access to the Company's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the Contract Documents, shall be provided adequate and appropriate work space at Company's facilities, may count employees at the Site, may be present for the distribution of payroll and shall have such other rights of access as may be reasonably necessary to carry out an audit.

10.5 If an audit discloses overpricing or overcharges of one percent (1%) or more of the total amount paid hereunder or \$200,000, whichever is less, in addition to making adjustments for the overcharges, the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Company. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Company's records shall be made within ninety (90) days from Owner's presentation of its findings to Company.

11.6 Company shall ensure notice of Owner's audit rights is provided to its Subcontractors, suppliers and any other vendor providing services or materials for the Project and shall ensure that each agreement it enters into with such parties includes the provisions of this article.

10.7 The Company shall keep full and detailed records and accounts related to the Project and exercise such controls as may be necessary for proper financial management under the Contract Documents and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Company's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, Drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract Documents. The Company shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11. INDEMNIFICATION

Company agrees to indemnify, defend, and hold harmless the Owner, its trustees, officers, employees and agents, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, including claims, action, loss, damage, injury, cost or expense of whatsoever kind or nature from third parties to the extent arising out of, related to or in connection with negligence, recklessness, or intentionally wrongful misconduct of the Company, its Subcontractors, sub-Subcontractors, suppliers, vendors and agents, of any tier, employed or utilized by the Company in the performance of the Agreement. This provision shall be construed in accordance with Section 725.06(2), Florida Statutes, as it may be amended. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section. This indemnification obligation shall not be diminished or limited in any way by any insurance maintained pursuant to the Agreement. This obligation shall survive termination or completion of this Agreement.

ARTICLE 12. TERMINATION

12.1 This Agreement may be terminated by either party upon not less than thirty (30) calendar days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

12.2 This Agreement may be terminated by the Owner upon not less than fifteen (15) calendar days' written notice to the Company the event that the Project is permanently abandoned.

12.3 If the Project is suspended by the Owner for more than one hundred and eighty days (180) consecutive calendar days, the Company may terminate this Agreement by giving at least thirty (30) days prior written notice.

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12.4 In the event of termination, not the fault of the Company, the Company shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined below. This shall be the Company's sole remedy at law or in equity.

12.5 This Agreement may be terminated by the Owner in its sole discretion for any reason whatsoever upon seven (7) calendar days' written notice to the Company.

ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1 Owner and Company, respectively, bind themselves, their respective, trustees, partners, officers, directors, employees, successors, assigns and legal representatives to the other party to this Agreement and to the trustees, officers, directors, employees, partners, successors and assigns of such other party with respect to all covenants, agreements and obligation of this Agreement. Company shall not assign or sublet, in whole or in part, this Agreement, whether by operation of law or otherwise, without the prior written consent of Owner. Nor may any assignment of monies due or to become due to Company be assigned. Regardless of any attempted assignment, Company shall remain legally responsible for all obligations under the Agreement.

13.2 The Company represents and warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Company) 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 the Company) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

13.3 The Agreement may be unilaterally canceled by the Owner for refusal by the Company to allow public access to all nonexempt documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, or other applicable federal or state law and made or received by the Company in conjunction herewith.

13.4 Owner's performance and obligation to pay hereunder is contingent upon the annual appropriation by the State of Florida Legislature in an amount sufficient to allow continuation of its performance hereunder for each and every fiscal year. Any contract for services exceeding one (1) year shall be executory only for the value of the services rendered, or agreed to be paid for, in succeeding fiscal years. The Owner shall, upon determination that sufficient operating funds are not available to continue its full and faithful performance hereunder for a Project, provide written notice to the Company effective a minimum of thirty (30) days after giving such notice, or upon the expiration of the period of time for which funds were sufficiently appropriated, whichever occurs first, and shall be thereafter relieved of all further obligations and responsibilities in any way related to such services other than the payment obligations for services rendered prior to the Company's receipt of such notice, except those responsibilities which by their nature survive termination.

13.5 The Company warrants that it is not on the State of Florida's convicted vendor list for a Public Entity Crime Statute violation committed within the past thirty-six (36) months. The Company further warrants that it shall neither utilize the services of, nor contract with, any supplier, Subcontractor, or consultant in connection with this Project if the supplier, Subcontractor or consultant has been placed on the State of Florida's convicted vendor list within the past thirty-six (36) months.

13.6 Neither party shall be responsible for a failure to perform its obligations due to a Force Majeure event. Force Majeure events include acts of God, state of emergency, natural disasters, government regulations, acts of war, acts of terror, fire, tornado, cyclone, hurricane, earthquake, floods, riots of civil disorder, failure of power or utilities, government acts, epidemics or similar catastrophe, rain beyond the historical norm based on weather data from the last five (5) years taken from the National Oceanic and Atmospheric Administration records for the area or other events directly affecting or impacting the party's obligation beyond such party's reasonable control. Either party may request for extension of time for a Force Majeure event, which shall include a proposed revised schedule for resumption of its obligations and documentation as to the cause of the delay. All requests for time extensions must be made within ten (10) days of the Force Majeure event.

13.7 All notices, which may be or are required to be given hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid; by reputable national overnight courier service, postage prepaid; by hand delivery with receipt; in any case addressed as follows:

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<u>To Owner:</u> Leo Bobadilla, Vice Provost, Chief Facilities Management and Operations Officer Miami Dade College Building L, Room L104 11011 S.W. 104th Street Miami, FL 33176 Fax: (305) 237-0568	<u>To Company:</u> Edd Helms, President Edd Helms Air Conditioning & Electric, Inc. 740 International Parkway Sunrise, FL 33325
With a copy to: Javier A. Ley Soto, Esq. General Counsel Miami Dade College Office of Legal Affairs 300 N.E. 2 nd Avenue, Room 1453 Miami, FL 33132	

Either party may be given notice as aforesaid and may change its addresses for all subsequent notices by written notice to the other party. Except as expressly provided in this Agreement to the contrary, notices given as provided above shall be deemed given when delivered (with refusal of delivery constituting delivery for such purpose).

13.8 Nothing contained in the Agreement between the Owner and the Company shall create an obligation or contractual relationship by the Owner to any third party. There are no intended third-party beneficiaries of this Agreement. The Owner is an intended third-party beneficiary of all agreements of Company with its subconsultants and Subcontractors. The Company shall incorporate the provisions of this subsection of the Agreement in all subconsultants and subcontracts

13.9 All capitalized terms used herein but not defined herein shall have the meaning ascribed thereto in the General Conditions.

13.10 Owner is an equal opportunity institution and as such, encourages the use of small businesses including women and minority-owned small businesses in the provision of construction related services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the Owner to procure construction-related services. Competition ensures that prices are competitive and a broad vendor base is available. Company shall use good faith efforts to ensure opportunities are available to small businesses including women and minority-owned small businesses on the Project.

13.11 Company shall provide Owner and its representative's access to the Work in preparation and progress wherever located.

13.12 The Company shall not by any means:

13.12.1 induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;

13.12.2 offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, Subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or

13.12.3 without the express written permission of the Owner in accordance with Owner's policies on the subject, in effect at the time Company commences construction, call for or by exclusion require or recommend the use of any Subcontractor, consultant, product, material, equipment, system, process or procedure in which the Company has a direct or indirect proprietary or other pecuniary interest.

13.13 Company shall comply with the applicable provisions of Chapter 119, Florida Statutes, and agrees to:

- a. Keep and maintain public records required by Owner to perform the Work. Upon request from Owner's Agreement Representative or custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term

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and following completion of the Agreement if the Company does not transfer the records to Owner.

b. Upon completion of the Agreement, transfer, at no cost, to Owner all public records in possession of the Company or keep and maintain public records required by Owner to perform the service. If the Company transfers all public records to Owner upon completion of the Agreement, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Agreement, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's Agreement Representative or custodian of public records, in a format that is compatible with the information technology systems of Owner.

c. A request to inspect or copy public records relating to this Agreement must be made directly to Owner. In the event that Company receives a public records request, subpoena or court order requesting information, Company shall notify Owner within two (2) hours of receipt of the request so that Owner may promptly respond or seek a protective order. If Owner does not possess the requested records, Owner shall immediately notify the Company of the request, and the Company must provide the records to Owner or allow the records to be inspected or copied within a reasonable time.

d. If a Company does not comply with Owner's request for records, Owner may terminate the Agreement.

e. A Company who fails to provide the public records to Owner within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 237-3694, legal@mdc.edu, Miami Dade College, 300 N.E. 2nd Avenue, Room 1453, Miami, FL 33132.

13.14 All covenants and agreements to be performed and/or observed by either party under this Agreement after the termination of the Agreement or which by their nature survive such termination shall survive the termination of this Agreement.

13.15 This Agreement shall be governed by, and construed under the laws of the State of Florida, without regard to the conflict of law provisions. The parties agree that the venue for all disputes shall be resolved in and to accept the exclusive jurisdiction of the appropriate federal or state court of competent jurisdiction located within Miami-Dade County, Florida, and not by arbitration. The Owner reserves the right to waive a trial by jury. The Parties hereby knowingly waive any claim that these court is an inconvenient or improper forum.

13.16 The Company hereby represents and warrants to the Owner that the Company is in compliance with Title VII of the Civil Rights Act of 1964, as amended, and the Florida Human Rights Act of 1977, as amended, and that the Company does not discriminate on the grounds of race, color, national origin, religion, sex, handicap, age or marital status.

13.17 The Company shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

13.18 The Company shall, in all solicitations and advertisements for employees placed by it or on its behalf during the period of this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, religion,

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color, sex, national origin or age.

13.19 In the event of any litigation between the parties arising out of this Agreement, or to enforce the terms hereof, the Parties agree that reasonable attorneys' fees and costs shall be awarded to the prevailing party.

13.20 Except as otherwise provided in the Contract Documents, the duties and obligations imposed by the Agreement and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.21 It is acknowledged and agreed that the Company's engagement for the performance of the Services hereunder is as an independent contractor, that the Company shall retain sole discretion as to the manner, method and means in which it shall perform its obligations hereunder, and that the Owner shall have no right to control such manner, methods or means.

13.22 Should any provision of this Agreement be found to be unenforceable or invalid, such provision shall be deemed severed from this Agreement and the remaining provisions shall be carried out with the same force and effect as if the severed portion had not been a part of this Agreement.

13.23 Except as otherwise provided in the Contract Documents, no action or failure to act by Owner or Company shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in writing.

13.24 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. To the extent permissible under Florida law, an electronic (e.g. sent as a .pdf attached to an email) signature shall be deemed to constitute an original signature for the purposes of this Agreement.

ARTICLE 14. EVALUATION

The Owner may perform an evaluation of the Services provided by the Company during and at the end of a Project to determine the extent of the performance objectives were met by the Company while providing its Services for the Owner. The results of the evaluation, which will include an evaluation of the performance of the Company's team, including, but not limited to, its contractors/Consultants, subcontractors/Subconsultants and/or specialty consultants, may be used as part of Office of Facilities Management's criteria to determine whether to recommend awarding future work or contracts to the Company.

ARTICLE 15. ATTACHMENTS

15.1 The following attachments listed below are attached hereto and incorporated by reference into the Agreement.

- a. Attachment A – Scope of Work
- b. Attachment B - Insurance
- c. Attachment C – Liquidated Damages
- d. Attachment D – Design Criteria and BIM Standards
- e. Attachment E –Contractors Project Closeout Checklist
- f. Attachment F – General Conditions for General Contractor Continuing Services
- g. Attachment G – Contract for Construction

15.2 The Addenda to the Agreement, if any, are indicated below:

- a. Addendum No.: N/A Date Issued: NONE

ARTICLE 16. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be construed as a waiver of the Owner's sovereign immunity beyond what is provided in Section 768.28, Florida Statutes, as may be amended.

ARTICLE 17. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Company, and supersedes all prior negotiations, representations or agreements, either written or oral, for a Project. This Agreement shall be executed and be amended only by written instruments signed by the duly authorized representative of the Company and Owner, respectively.

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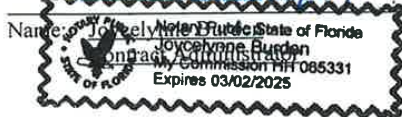
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IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA

Attest: Joycelynne Burden 7/23/2021



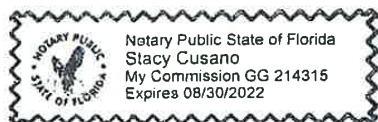
Executed by:
Print:
Title:

LB (Jul 21, 2021 14:08 EDT)
Leo Bobadilla
Vice Provost, Chief Facilities Management and
Operations Officer
Miami Dade College, Building L, Room L103
11011 S.W. 104th Street
Miami, FL 33176

Recommended by:
Print:
Title:

Fernando Calcines (Jul 20, 2021 22:04 EDT)
Fernando Calcines
Assistant Vice Provost, Project Management
Miami Dade College, Building L, Room L105
11011 S.W. 104th Street
Miami, Florida 33176

Attest: Stacy Cusano
Name: Stacy Cusano
Contract Administrator



COMPANY:

Signed By: Edd Helms, President Date: 7/19/21
Address: Edd Helms Air Conditioning & Electric, Inc.
740 International Parkway
Sunrise, FL 33325

(CORPORATE SEAL)



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Attachment A
Scope of Work

1. Project Description: In accordance with the RFQ 2021-RB-15, the Contractor shall provide the Basic Services for the following Project:

The intent of the College is to prequalify and select State of Florida Licensed Certified HVAC Contractors and Related Trades to provide maintenance, repair services and other related work. In assigning the work consideration may be given to the firm's ability to complete the work in the required time frame and on the basis of experience with similar jobs and/or past/current performance on other jobs.

Miami Dade College seeks to purchase labor and materials from a State of Florida Licensed Certified Mechanical (HVAC) Contractor. The work consists of:

- Mechanical(HVAC) Contractors
- Dynamic Balancing Air and Water Side Testing and Balancing
- Chilled Water Coil and Cooling Tower Cleaning Metal Corrosion Protection/Epoxy Coating Duct Cleaning Indoor Air Quality Testing Electric Motor and Pump Rebuild
- Insulation Contractors- Air and Vacuum compressor services
- Pneumatic Controls service contractors Refrigerant handling, reclaiming and cleaning services Boiler equipment services and repairs LAB fume hood T&B and annual recertification Lab Mechanical Equipment Service, Repair and Replacement
- Water softening and purification Water Treatment Services Chiller Service, Repair, and Replacement DX Direct Expansion System Service, Repair, replacement and Installation
- Smoke Evacuation System Annual Testing and Certification
- Sheet metal repairs and Installation

The cost of repairs and installation will be based on fixed price proposal unless Time and Material (T&M) is requested. Time and material description: Labor rates must be flat hourly rates and must include the cost of programming, coordination, travel, per diem, mileage, overtime, incidentals, part deliveries, environmental fees, fuel and any other miscellaneous charge. The college reserves the right to request order sheets from vendor to verify materials cost and mark ups. Contractor is responsible for obtaining all required permits including a permit through the College Building Official. Contractor must provide an itemized invoice after the completion of the job.

The contractor must warranty (labor and material) all work performed under this agreement for one year.

2. Scope of Work: The scope of work identified in the Procurement Document.

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Attachment B

Insurance

Minimum Insurance Coverages and Requirements

Consultant shall obtain and maintain until all of its obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the Consultant under this Contract.

The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Consultant is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Coverages

1. **Commercial General Liability** – ISO form CG 00 01 or its equivalent for providing equivalent liability coverage. Coverage to include:
 - Premises and Operations
 - Personal Injury/ Advertising Injury Products/Completed Operations
 - Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)
 - Independent Contractors
2. **Automobile Liability** - Coverage to include:
 - Owned Vehicles
 - Leased Vehicles
 - Hired Vehicles
 - Non-Owned and Employee Non-Owned Vehicles
 - Personal Injury Protection
3. **Workers' Compensation and Employers' Liability** - Workers' Compensation (Coverage A) and Employers' Liability (Coverage B)
4. **Professional Liability (Errors and Omissions) for Prime Consultants** - The Consultant, when required to maintain a professional license for its occupation, shall maintain errors and omissions liability covering wrongful acts, errors and/or omissions. The policy/ coverages shall be endorsed to include the following:
 - Description of operations on the declaration describing the scope of your professional services shall include all aspects of services performed under this contract, including events arising out of your operation or any qualified sub-contractor or sub-tier contractors

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- Amendment of any contractual liability exclusion to state: "This exclusion does not apply to any liability of others which you assume under written a contract provided such liability is caused by your wrongful acts."
- Include coverage for claims alleging improper supervision of sub-consultants and sub-tier consultants
- Representative insured wording amended to include past principals/employees
- Coverage shall apply for three years after project is complete
- Definition of "damages" amended to include punitive damages, if permitted by law

Professional Liability may be required on any registered sub-consultant participating in a College design project. A registered sub-consultant, as appropriate for the project, may include structural, civil, mechanical, plumbing, electrical engineering, landscape, architecture, survey, geo-technical and material testing.

5. **Pollution Liability** - The Owner requires this coverage whenever work at issue under this Contract involves potential pollution risk to the environment or losses caused by pollution conditions, including asbestos, that may arise from the operations of the Consultant described in the Consultant's scope of services. Policy shall cover the Consultant's completed operations. Completed Operations shall be kept in effect up to the statute of repose after project completion.

Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. If the coverage is written on a claims-made basis, the Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract.

This coverage can be obtained through the Consultant's commercial general liability policy by including the Limited Pollution Liability Extension ISO endorsement CG 24 15 or its equivalent.

If the Consultant is responsible for the transport of any hazardous waste, the Consultant can extend the pollution liability policy to cover this exposure or the Consultant can add to the Commercial Automobile Policy by adding ISO endorsement CA 99 48 and MCS-90.

Limits Required

The Consultant shall carry the following limits of liability:

Commercial General Liability	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Medical Payments (Any One Person)	\$5,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection	Statutory
Workers' Compensation	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers' Liability)	\$500,000
	\$500,000
	\$500,000
Pollution Liability (if needed)	

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Per Loss	\$1,000,000
Aggregate	\$1,000,000

Professional Liability (Errors and Omissions Liability) for Professional Consultants	
Estimated Project Cost up to \$2,000,000	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
In the event that any professional liability policy insurance required by this contract is written on a claims-made basis, Consultant warrants that any retroactive date under this policy shall precede the effective date of this contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed. Policy shall carry a waiver of subrogation in favor of Miami Dade College and the District Board of Trustees of Miami Dade College, Florida.	

Professional Liability (Errors and Omissions Liability) for Sub-Consultants	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
In the event that any professional liability policy insurance required by this contract is written on a claims-made basis, Consultant warrants that any retroactive date under this policy shall precede the effective date of this contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed. Policy shall carry a waiver of subrogation in favor of Miami Dade College and the District Board of Trustees of Miami Dade College, Florida.	

Additional Requirements
Commercial General Liability (CGL)

If the CGL insurance has a general aggregate limit, the general aggregate limit must be maintained for the duration of the agreement.

All Policies

- Must be written on a primary basis, non-contributory with any other insurance coverages and/ or self-insurance carried by the Owner.
- Must include a Waiver of Subrogation Clause.
- Must include a Separation of Insureds (Cross Liability) Clause.

Notice of Cancellation Provision

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the Owner, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice shall be sent directly to Miami Dade College, ATTN: Director, Risk Management, 11011 S.W. 104th Street, Room 1120, Miami, FL, 33176-3393. If any insurance company refuses to provide the required notice, the Architect/Engineer or its insurance broker shall notify the Owner of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Evidence of Insurance

1. Consultant shall furnish to the Owner original Certificates of Insurance and copies of all required policy endorsements required herein, including those for Notice of Cancellation and Additional Insured. The

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Certificate of Insurance shall reference the contract number and location. For all new construction projects and for other projects upon request, the Consultant shall provide the Owner with a true copy of all insurance policies providing the coverage required herein. The Owner's Risk Management Director must approve the form of the insurance policies.

2. Should an insurance policy expire before the Consultant receives Final Payment, the Consultant must renew the insurance coverage with evidence of the renewal being furnished to project manager in the Office of Facilities Management at least fifteen (15) days prior to expiration of any required insurance.

Qualification of Insurers

1. Insurers providing the insurance required of the Consultant by this Agreement must meet the following minimum requirements:

Such insurers must be:

- (a) authorized as an insurer by the Department of Insurance of the State of Florida, or an eligible surplus lines Insurer in accordance with Florida law.
 - (b) with respect only to the Workers' Compensation and Employers' Liability coverage, the coverage may be pursuant to a commercial self-insurance fund pursuant to Florida Statute.
2. In addition, Insurers shall have and maintain throughout the period for which coverage is required a Best's Rating published by the A.M. Best Company of "B+" or better and a financial size Category of "VII" or better.
3. If, during the period when an Insurer is providing the insurance required by this Agreement, an Insurer shall fail to comply with the foregoing minimum requirements, as soon as the Consultant has knowledge of such failure, the Consultant shall immediately notify the Owner's Risk Management Director and immediately replace the insurance provided by the Insurer with an insurer meeting the requirements.

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Attachment C
Liquidated Damages

Liquidated Damages (which are not a penalty) shall be assessed against the Contractor per day for each and every calendar day beyond the substantial completion date as set forth in the Work Order to cover said losses that Owner will incur by virtue of the Contractor's failure to complete the Project within the Contract Time.

<u>Liquidated Damages per day</u>
\$500.00

The Owner may deduct liquidated damages from any amounts that may be due or may become due to the Contractor under this Agreement; or the Contractor will pay such amounts to Owner within forty-five (45) days of receipt of notice. The Contractor herein agreed and waive any and all legal rights to said due amount that the Contractor may be entitle to otherwise.

MDC/General Company – General Contractors Services

MDC LB GC WJ

Attachment D
Design Criteria and BIM Standards

Design Criteria

https://www.mdc.edu/media/mdc/facilities-management/documents/MDC-Design-Criteria-2.25.20_2.pdf

BIM Standards

<https://www.mdc.edu/media/mdc/facilities-management/documents/MDC-BIM-Standards.pdf>

MDC/General Company – General Contractors Services

MDC LB
LB

GC

WD

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Attachment E

Contractors Project Closeout Checklist

The Construction Management/General Contractors will provide the following close-out documents and all other pertinent correspondence in digital (electronic) format.

- Contractors' Workmanship Guarantees
- CLOSED Permits with final permit plans
- Final Inspection completed
- Certification Letters & Test Results
- Punch list items completed and accepted
- Training Sessions with videos
- Reports (asbestos, environmental)
- Manufacturer Warranties
- Operation and Maintenance Manuals
- Attic Stock Material handoff

MDC/General Company – General Contractors Services

MDC LB GC WB

Attachment F
General Conditions of General Contractors Continuing Services

MDC/General Company – General Contractors Services

MDC LB GC WJ

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Attachment G
Contract for Construction

MDC/General Company – General Contractors Services

MDC LB GC WJ

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EXHIBIT E

GENERAL CONDITIONS
FOR GENERAL CONTRACTOR AND RELATED TRADES

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The Exhibits listed in General Conditions shall be provided to the Contractor, either in hardcopy or electronic copy on an as needed basis.		

MIAMI DADE COLLEGE

ARTICLE 1 – GENERAL PROVISIONS

1.1 Basic Definitions

Except as defined herein, words which have well-known technical meanings or otherwise have accepted construction industry meanings are used in the Contract Documents in accordance with such well-known or accepted meanings. The following terms shall have the meanings specified below.

Agreement: The "Agreement between Owner and the General Contractor made by and between The District Board of Trustees of Miami Dade College and Contractor effective 20". Neither the Agreement nor the Contract Documents shall be construed to create a contractual relationship of any kind between: (1) the Professional and Contractor; or (2) the Owner and a Subcontractor or Sub-subcontractor. There are no intended third party beneficiaries of the Agreement. Owner is an intended third party beneficiary of all subcontractor agreements.

Allowance: The term Allowance shall mean an Owner-approved amount within the Notice to Proceed for a line item on the Schedule of Values whose details and total cost are not yet determined. The items and value of any allowances within the Notice to Proceed must be identified to the Owner and approved in writing and included in the Schedule of Values and the Notice to Proceed. Any funds remaining at the completion of the line item in the Schedule of Values of Work identified in the Allowance shall be transferred to the Project Contingency. Payment for these Allowances must be documented by Pay Requisition signed by the Owner.

Applicable Laws: The term Applicable Laws shall include all applicable federal, state, county and local laws, statutes, regulations, ordinances, rules, codes and orders applicable to the erection, repair, addition, remodeling, demolition, or alteration or other aspects of the Project, including, without limitation, building, labor, safety, licensing or environmental laws, building standards and trade practices affecting the Project, including, but not limited to, the State Uniform Building Code for Public Educational Facilities Construction (the "Uniform Building Code"), as set forth in the State of Florida Requirements for Educational Facilities (2014), Florida Building Code, Florida Fire Prevention Code, Florida Administrative Code, Florida Statutes, particularly Sections 1013.37, 1013.371, and 1013.38, Florida Statutes, as they may be amended, and to the extent such requirements are not in conflict with such codes and statutes, local amendments to the Florida Building Code.

Architect/Engineer (A/E): The Professional is the Architect, Engineer and/or entity lawfully licensed to provide architecture or engineering services for a Project, identified in the Notice to Proceed and/or the Contract for Construction and is referred to throughout the Contract Documents as if singular in number. The term includes the Professional or its authorized representatives.

Bid or Contract Proposal: The Bid or Contract Proposal is a complete signed bid proposal to perform Work (or a designated portion) for a specific Project for a stipulated sum. It is submitted in response and in accordance with an invitation for bid or other bid solicitation. It shall include the proposed guaranteed price for the construction of the Project based upon the Drawings and Specifications, the other applicable Contract Documents provided. The Owner has no obligation to accept the Bid or Contract proposal regardless of the amount or its relationship to estimates provided.

Bond(s): The term Bond(s) shall mean the Payment Bond and the Performance Bond furnished by the Contractor as required by the Contract for Construction, and any Bid Bond, Public Construction Payment Bond, or Public Construction Performance and Guarantee Bond, that may be required.

Bond Premium: The term Bond Premium shall mean the direct cost of the premium paid for the Bond(s).

Budget: The amount established by the Owner to pay for the Project. The Owner shall transmit any adjustments to the initial Budget to the Contractor in writing.

Certificate of Final Completion: Document declaring that the Work has been completed in accordance with the Contract for Construction and the Owner has received all documents and items necessary for closeout of the Work.

Certificate of Substantial Completion: Document declaring the Work satisfactorily completed for its intended purpose so the Owner can occupy or beneficially use the improvement, and a certificate of occupancy has been issued.

Change Order: The term Change Order shall mean a written order executed by Owner to Contractor authorizing a change in the Work or an adjustment in the Contract Price and/or Construction/Contract Time. The Contract Price and/or Construction/Contract Time, may be changed only by Change Order.

Claim: A Claim is a demand, assertion, dispute or other such claim by one of the parties hereto arising out of or

based upon the terms and conditions of the Contract Documents.

Constructability: The term Constructability shall mean the creative, organized process of reviewing a Project's drawings, specifications and other Project documentation with a goal of eliminating design, detailing and specification problems that might render the Construction Documents unbuildable or requiring extensive addenda or Change Orders to make them actually buildable, in accordance with the Applicable Laws.

Construction Change Directive: The term Construction Change Directive shall mean a directive order from the Owner, when there is no agreement on the requested changes' impact on Construction/Contract Time or Contract Price. Contractor shall proceed to implement the change and document any impacts to schedule and or cost for submission to Owner. Contractor shall assume all responsibility for the failure to implement the directive in a timely fashion.

Construction Commencement Date: The term Construction Commencement Date shall be indicated in the Contract for Construction. Unless otherwise indicated in the Notice to Proceed, the Contractor shall have seven (7) days from Notice to Proceed award date to provide the Owner with confirmation or update of its insurance coverage and proof of licensure and provide the bonds as required.

Construction Documents: Plans, specifications, including, but not limited to, Division 1 of the Specifications (defined below), Change Orders, revisions, addenda, and other information which set forth in detail the Work.

Construction Estimate: The term Construction Estimate shall mean a cost estimate for the completion of the entire Scope of the Work or items of Work for the Project, which estimate shall include all components of the Cost of the Work, as well as the Contractor's profit and overhead for the Project.

Construction Phase Services: The term Construction Phase Services shall mean the services to be performed by or through the Contractor during the construction phase(s) of the Project, including, without limitation, the Work for the Project and such other services as called for by this Agreement or reasonably inferred therefrom.

Construction Schedule: The term Construction Schedule shall mean a critical path schedule or other construction schedule, as defined and required by the Contract for Construction for a Project.

Construction Team: The term Construction Team shall mean the construction team consisting of representatives of the Contractor, the Owner, and the Professional, who shall work as a team through: (1) Final Completion of the Project, as recommended by the Professional and determined by the Owner; or (2) until termination of the Contract for Construction pursuant to its terms; whichever is earlier.

Construction/Contract Time: Unless otherwise provided, Construction/Contract Time is the period of time, in days, including authorized adjustments through Change Orders or Change Directives, for the Final Completion of the Work for Project. The Construction/Contract Time shall be indicated in the Contract for Construction and the Work shall commence on the Construction Commencement Date.

Contingency: The term Contingency shall mean line items contingency amounts contained in the Schedule of Values for a Project, which contingency amounts, if authorized by the Owner, shall be included within the Notice to Proceed. The Contingency amount, if any, shall be set forth in the Schedule of Values. To the extent that any portion of the Contingency remains unallocated on the date of Final Completion and after the issuance of final payment for the Project, such remaining portion of the Contingency shall accrue to the benefit of the Owner.

Contingency Expenditure: The term Contingency Expenditure shall mean an increase or decrease in the amount to be paid to the Contractor, as a result of additional Work requested or deleted by the Owner or otherwise requested by the Project and initiated by the Contractor. Said Contingency Expenditure shall not increase or decrease the Contract Price, but shall come from or be added to Contingency. Approval of a Contingency Expenditure shall be by execution of the Construction Change Directive.

Contract Documents: The Contract Documents shall include, but not be limited to, the Procurement Documents, the Agreement and any amendments thereto, the General Conditions (this document and any special conditions), the Plans, the Specifications and Addenda; the Contract for Construction, including Work Orders, Notice(s) to Proceed, Change Orders, and Construction Change Directives and applicable Exhibits.

Contract for Construction: The "Contract for Construction," constitutes the entire agreement between Owner and Contractor for a respective Project, and consists of the Procurement Documents, the Agreement, its exhibits and any amendments thereto; post-bid modifications, if any, set forth on Exhibit A to the Agreement; these General Conditions; special conditions, if any; the Construction Documents; a Notice to Proceed; Change Orders; and the additional documents listed as amendments to the Contract for Construction. The Contract for Construction shall not be construed to create a contractual relationship of any kind between: (1) the Professional and Contractor; (2) the Owner and a Subcontractor or Sub-subcontractor; or (3) any persons or entities other than the Owner and Contractor. For purposes of these General Conditions the terms Contract Documents and the Contract for Construction are interchangeable since the Contractor has been awarded a specific Project.

Contract for Professional Services: A written agreement between the Owner and a Professional for provision of services and related items required to design or engineer all or part of a Project.

Contract Price: The dollar amount for which a Contractor agrees to perform the Work set forth in a Contract for Construction. The term Contract Price shall mean the price for the entire Work for the Project including any approved Change Orders.

Contractor: The term Contractor or General Contractor is the legal person or entity, as applicable, authorized to do business in the State of Florida and properly licensed as a contractor pursuant to Chapter 489, Florida Statutes, as may be amended, or such other applicable section of the Florida Statutes, to qualify the Contractor to perform the Work, who has submitted a bid, estimate, or contract proposal to the Owner and executed the Agreement and Contract for Construction with Owner for the performance of the Work.

Contractor's General Conditions/General Requirements Costs: The term Contractor's General Condition/General Requirement Costs is subject to the same submittal and review procedures as any other component of the Contract for Construction. Nothing herein shall prevent additions or deletions to the Contract for Construction or any component thereof as result of Work and/or services added to, removed from or not performed by the Contractor. The coverage of all Bonds and insurance required by this contract shall be included in the General Conditions.

Contractors Change Order Overhead and Profit: The Combined Overhead and Profit applicable to Change Order Work shall not exceed the following: (1) overhead and profit of up to ten percent (10%) for Work self-performed or (2) overhead and profit of up to five percent (5%) for subcontracted Work.

Cost of the Work: The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall not include the General Conditions/General Requirement Costs.

Critical Path Method Schedule: The terms Critical Path Method Schedule, CPM Schedule or Schedule shall mean the development and use of a comprehensive work plan that graphically represents the construction logic of the Project identifying the activities on the critical path.

Cure: The term Cure shall mean the action taken by the Contractor, promptly after receipt of written notice from the Owner of a breach of the Contract for Construction, at no cost to the Owner, to repair, replace, correct or remedy all materials, equipment or other elements of the Work affected by such breach, or to otherwise make good and eliminate such breach, including, without limitation, repairing, replacing or correcting any portion of the Work or the Project Site disturbed in performing such cure.

Day: The term "day" as used in the Contract Documents shall mean a calendar day unless otherwise specifically defined.

Division I of the Specifications: Sets forth the Owner's requirements that the Contractor needs to comply with for all Projects. Also incorporated in Division I by reference are standard Project Forms which must be completed by Contractor and/or Professional as applicable.

Drawings: The term Drawings shall mean the graphic and pictorial portions of the Contract for Construction, wherever located and wherever issued, schematically showing the design, location, and dimensions of the Work, as appropriate generally including plans, elevations, sections, details, schedules and diagrams as modified by Change Order or Construction Change Directive. The Drawings are intended to show general arrangements, design and extent of Work, and are not intended to serve as Shop Drawings.

Exhibits: The following list of exhibits added/modified are applicable to the General Conditions.

- A - Bid and Selection Forms-Maintenance
- A - Bid and Selection Forms-Project Maintenance
- D - Notice to Proceed
- E - Payment Bond
- F - Performance Bond
- G -Public Entity Crimes Sworn Statement
- H - Trench Safety Act
- I - Owner Direct Purchase Agreement
- J - Payment Application Checklist
- K - Application for Payment & Continuation Sheet
- L - Certified Statement for Payment
- M - SLBE GC
- N - GC Partial Waiver and Release
- O - Subcontractor Final Waiver and Release
- P - GC Final Waiver and Release
- Q - Subcontractor Final Waiver and Release
- R - Final Payment Affidavit
- S - Partial Release of Retainage
- T - Final Release of Retainage

Final Completion: Final Completion shall mean that stage of completion when all duties required under the Agreement are performed, but for the Warranty obligations including the proper and complete submittal of all warranties, manuals, and other close-out documents, as-built Drawings, surety consent to final payment, and no Work remains to be performed.

Float: The time difference between the Early Finish and Late Finish dates is defined as Float.

General Conditions: The term General Conditions shall refer to these "Miami Dade College General Conditions of the Contract for Construction", which are made a part of the Agreement by reference.

General Contractor Principal: The term General Contractor Principal or "GC Principal" shall be the person designated by the Contractor/GC as its senior representative to the Owner. The GC Principal shall perform those duties required in this Agreement, shall have the authority to commit and obligate the Contractor/GC, and to fully act for the Contractor/GC in all matters.

Hazardous Substances: The term Hazardous Substances means all hazardous or toxic substances, materials, wastes, pollutants and contaminants which are listed, defined, or regulated under Applicable Laws, and directives pertaining or related to health, safety or the environment, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act as amended, (42 U.S.C. § 9601 et seq), the Resource Conservation and Recovery Act as amended, (42 U.S.C. § 6901 et seq), the Federal Water Pollution Control Act (33 U.S.C.A. §§ 1251 to 1387), the Clean Air Act (42 U.S.C.A. §§ 7401 to 7671q), the Emergency Planning and Community Right to Know Act (42 U.S.C.A. §§ 11001 to 11050), the Toxic Substances Control Act (15 U.S.C.A. §§ 2601 to 2692), the Solid Waste Disposal Act (42 U.S.C.A. §§ 6901 to 6992k), the Oil Pollution Act (33 U.S.C.A. §§ 2701 to 2761) and all rules and regulations now or hereafter promulgated pursuant thereto. Without limiting the generality of the foregoing, "Hazardous Substances" shall specifically include polychlorinated biphenyl, asbestos (friable and non-friable), radon, urea formaldehyde, gasoline, diesel, oil, hydrocarbons, petroleum derived constituents, radioactive, biomedical waste, or hazardous or toxic residue.

Miami Dade College Building Official: As the Owner is a public educational institution and political subdivision of the State of Florida, in accordance with Chapters 468 and 1013, the officer or other designated authority, or the duly authorized representative of the officer or authority charged with the administration and enforcement of the Florida Building Code, which, for purposes of Projects on Owner-owned property, is the individual so designated by the Owner as the Miami Dade College's Building Official in charge of the Owner's Office of Educational Facilities Code Compliance. For a Project located on property leased by the Owner or not owned by the Owner, as the case may be, the Building Official may be the Miami Dade College Building Official or officer or authority charged with the administration and enforcement of the Florida Building Code for a local government having jurisdiction over the property leased or occupied by the Owner.

Miami Dade College Plan Review and Inspection Agent: The Firm or other designated qualified authority charged with the Florida Building Code Plan Review and Inspections Services, which, for purposes of construction on Owner-owned property, is the Firm so designated by the Owner as the Owner's Plan Review and Inspections Services working with the Miami Dade College Building Official of the Owner's Office of Educational Facilities Code Compliance.

Memorandum of Changes: The term Memorandum of Changes shall mean a written summary of the Contractor's recommended modifications to the Drawings and Specifications relating to the Project, based on an evaluation of the Project requirements, on and off-Site development, survey requirements and Project budget requirements and a review of the design documents and the Drawings and Specifications, and the Contract for Construction.

Owner: The term Owner shall mean "The District Board of Trustees of Miami Dade College, Florida", a public educational institution and political subdivision of the State of Florida. The references to acts or discretion by Owner or designee include its authorized representatives from the Office of the Vice Provost of Facilities Management/Facilities Management Division or other designees, as the case may be, as determined by Owner's Policies and Procedures.

Owner's Consultants: Firm(s) selected by the Owner to provide services for the Project(s) that the Owner undertakes.

Phase I: - Schematic Design Documents. The term Phase I - Schematic Design Documents shall mean Drawings and other documents illustrating the scale and relationship of the Project components and as further defined by the Contract for Construction. Knowledge of and coordination with said Contract for Construction is incorporated herein.

Phase II: - Design Development Documents. The term Phase II - Design Development Documents shall mean the Drawings, Specifications and other documents which fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate, and as further defined by the Professional's Agreement. Knowledge of and coordination with said Contract for Construction is incorporated herein.

Phase III: - Construction Documents. The term Phase III - Construction Documents shall mean the Drawings

and Specifications setting forth in detail the requirements of the construction of the Project, and as further defined by the Professional's Agreement. Knowledge of and coordination with the deadlines in the Contract for Construction is specifically required of the Contractor.

Procurement Documents: - The term "Procurement Documents" includes, but is not limited to the Request for Qualifications (RFQ) or any other legal advertisement covering pre-selection of the Contractor, the Contractor's response to or proposal submitted for such procurement, the exhibits and addenda to the procurement, including, but not limited to the Sworn Statement on Public Entity Crimes, the Trench Safety Compliance Statement, Special Provisions for Compliance with SBLE and M/WBE Subcontracting Assistance Levels (if applicable).

Professional: An entity, including, but not limited to, a licensed architect or engineer, engaged directly by the Owner to provide design or engineering services.

Project: The Project is the design and/or construction Project referenced by the Procurement Documents, an Invitation to Bid, if such is issued, and/or Notice to Proceed and as amended in the approved Change Order(s), if either is issued.

Project Design Schedule: The timetable which sets forth the required relationships between, and pertinent dates for, required completion of design and engineering services, documents and related activities.

Provide: Provide as used herein, means to furnish and install materials and equipment, together with all incidentals, for a complete and ready to use item or system.

Public Entity Crime Statute: The Public Entity Crime Statute shall refer to Section 287.133, Florida Statutes, as may be amended.

Punch List: A compilation of items of Work required to be performed by, or through the Contractor after Substantial Completion and prior to Final Completion and payment.

Record Set: The term Record Set shall mean the version of the Drawings, Specifications, Addenda, Change Orders and other modifications to the Phase III Construction Documents and the permit set, which are to be maintained at the Project Site by the Contractor, in good order and marked currently to record the as-built condition during construction and shall include additions, revisions, modifications, addenda, implemented Change Orders, approved substitutions, and accurate dimensioned locations for the Project, including, but not limited to, locations for all underground utilities.

Schedule of Values: The term Schedule of Values shall mean the schedule of values, setting forth the detailed cost breakdown, including labor, materials and Taxes, set forth in the Contract for Construction, the sum of which shall not exceed the Construction/Contract Price for the Project.

Scope of the Work: The term Scope of the Work shall mean all services, labor, materials, equipment, operations and construction services that are indicated in, or reasonably inferable from, the Contract for Construction for a Project.

Site: The term Site shall mean geographical location of a Project, as further defined in the Construction Documents.

Specifications: The term Specifications consist of any and all written requirements for quality and/or performance of materials, equipment, systems, standards, and workmanship for the Work which are prepared by the Professional as modified by Change Order or Construction Change Directive. Specifications may be found in the Drawings and/or in a separate list of specifications.

State of Florida Requirements for Educational Facilities (SREF): The term State of Florida Requirements for Educational Facilities (SREF) shall mean the, as may be amended, the requirements adopted by the State of Florida Board of Education, in accordance with Chapter 1013, Florida Statutes, and the Florida Building Code, for the construction and renovation of Florida College educational and ancillary facilities.

State Uniform Building Code for Public Educational Facilities Construction: The State Uniform Building Code for Public Educational Facilities Construction shall mean the statutes, codes and regulations established pursuant to Sections 1013.37 and 1013.371, Florida Statutes, as they may be amended.

Subcontractor: A Subcontractor is a person or entity other than a material man or laborer who enters into a subcontract with Contractor for the performance of any part of Contractor's Work. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

Substantial Completion Date: The term Substantial Completion Date shall mean the date which the Professional certifies to the Owner by means of a certificate of Substantial Completion as the date when the Contractor has achieved Substantial Completion in accordance with the General Conditions of the Contract for Construction and Applicable Laws.

Substantial Completion: The term Substantial Completion shall mean the stage in the progress of the construction phase of the Project when the construction work or designated portion thereof is sufficiently complete in accordance with a Contract for Construction so the Owner can occupy or utilize the Project for its intended use and all permits or approvals including approvals necessary for use or occupancy, as evidenced by the Building

Official issuing a Temporary Certificate of Occupancy (TCO) or a Certificate of Occupancy (CO) have been obtained by the Contractor/Construction Manager and delivered to the Architect.

Sub-subcontractor: A Sub-subcontractor is a person or entity other than a material man or laborer who enters into a subcontract with a Subcontractor for the performance of any part of the Subcontractor's contract. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

Tax(es): The term Tax(es) shall mean all taxes related to the performance of the Work or any portion thereof, including, but not limited to, all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.

Value Engineering: The term Value Engineering shall mean the creative, organized process of analysis of a Project as to cost and performance with a focus of analyzing of the proposed facility and its system, assemblies or components and the elimination or modification of those features that add cost without contributing to that facility's required function or design value.

Warranty: The Warranty(ies) include but are limited to warranties from equipment and material manufacturers for the specified items and systems within the Construction Documents which become part of the Contract for Construction upon approval of the Work, as well as the explicit, implicit and implied warranties of this Agreement and the other Contract Documents.

Work: The term Work shall mean the design and/or construction and services required by the Contract for Construction, and includes all supervision labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations under the Contract for Construction. The Work may constitute the whole or any part of the Project.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract for Construction, when awarded by the Owner, is subject to the conditions subsequent of timely: (a) submitting the Bonds and confirming or updating proof of insurance; and (b) executing the Contract for Construction. Before commencing Work, Contractor shall furnish the following: (a) Contract Bond(s) as provided in Article 8 of the agreement; (b) evidence of insurance as provided in Article 8 of the agreement; and (c) copy of all applicable licenses required to perform the Work. Failure of Contractor to transmit the required Bonds in acceptable form, proof of insurance, and evidence of licensure to the Office of Facilities Management prior to the Construction Commencement Date shall be considered cause for termination.

1.2.2 Execution of the Contract for Construction by Contractor is a representation that Contractor has visited the Site, become familiar with local conditions under which the Work is to be performed, correlated personal observations with requirements of the Contract Documents, and reported to Owner any error, inconsistency or omission, or variance with Applicable Laws, codes and regulations.

1.2.3 The intent of the Contract for Construction is to include all items necessary for the proper execution and completion of the Project by Contractor including all labor and materials, equipment, implements, machinery, tools, storage, apparatus and means of transportation necessary for the proper execution of the Project. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by a Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.2.4 Any reference in the Specifications to manufacturers' specifications and instructions means the latest edition in effect at the date of bidding.

1.3 OWNERSHIP AND USE OF DOCUMENTS

All Drawings, Specifications and other documents furnished to Contractor by the Owner are and shall remain Owner's property. All copies except the Contractor's Record Set, which may be retained, shall be returned or suitably accounted for upon completion of the Work. Neither the Contractor nor any Subcontractor, Sub-subcontractor, or vendor shall own or claim a copyright on the drawings, specifications, schedules, and/or other documents prepared in connection with the Work. All design drawings are furnished to or by Contractor for use solely with respect to the Project assigned and are not to be used by Contractor, any Subcontractor, Sub-subcontractor, or vendor on other projects or for additions to this Project outside the scope of the Work, without Vice Provost of Facilities Management's or designee's specific written consent.

1.4 INTERPRETATION

1.4.1 In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.4.2 In the event of a conflict between or among the design documents the interpretation with the greatest obligation to Contractor shall control. Anything not shown in any design document that the Contractor or its subcontractors(s), believe are reasonably necessary to complete the Project and achieve the intended result that Contractor believes should result in a cost adjustment, shall be brought to the attention of the Owner, in writing, within twenty (20) days of Contractor being furnished the Drawings.

1.5 **NOTICE TO PROCEED.** The Project Construction Commencement Date shall be set forth in Notice to Proceed.

ARTICLE 2 - OWNER

2.1 INFORMATION AND SERVICES REQUIRED OF OWNER

- a. All easements and rights-of-way shall be procured, executed and paid for by Owner unless otherwise specifically provided in the Contract for Construction.
- b. Information or services under Owner's control shall be furnished by Owner to Contractor with reasonable promptness upon request to avoid delay in the orderly progress of the Work.
- c. Unless otherwise provided in the Contract for Construction, Contractor shall be furnished free of charge one (1) soft copy and three (3) hard copies of the Drawings and the Specifications.

2.2 OWNER'S RIGHT TO STOP THE WORK

If Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or fails to carry out Work in accordance with the Contract for Construction or at the direction, the Owner may, in writing, order Contractor to stop the Work, or any portion thereof, until the cause for such Stop Work Order has been eliminated. However, the right of Owner to stop the Work shall not give rise to a duty on the part of Owner to exercise this right for the benefit of Contractor or any other person. Such Stop Work Order, properly given, shall not create the right for the Contractor to receive a time extension or any excusable or compensable delay.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If Contractor defaults or neglects to carry out the Work properly and diligently in substantial accord and compliance with the Construction Project Schedule, or if Contractor fails or refuses to carry out the Work in accordance with the Contract for Construction, Owner reserves the right to notify Contractor, in writing, listing the specific issues to be addressed and the time in which performance is to be accomplished. If the issue is not resolved to the reasonable satisfaction of the Owner, the Owner may, without prejudice to other remedies the Owner may have, take over the Work or such portion thereof as may be in default, and correct and make good the deficiencies. (Supplement the Contractor's Work). In such case, the cost thereof, including compensation for additional design and contract administration services and expenses resulting from such default, neglect or failure, may be deducted from any amount due or to become due Contractor from Owner. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor or surety shall pay the difference to Owner.

2.4 OWNER'S RIGHT TO REQUIRE DOCUMENTATION & AUDIT

Owner may, as it deems necessary, require from Contractor adequate support and/or documentation for any submission made by Contractor to Professional and/or Owner.

During the term of a Contract for Construction and a period of five (5) years thereafter, the Contractor agrees to give the Owner unrestricted access during normal working hours, to all Contractor's records relating to the Project, including hard copy as well as electronic records. During the term of a Contract for Construction and for a period of five (5) years thereafter, the Owner has the right to audit the records of Contractor and seek credit or reimbursement for any unsubstantiated charges found by the audit. The Contractor is advised that any failure to

retain records during the term of the Agreement and, for each Project, five (5) years after the term of a Contract for Construction shall be considered a spoliation of evidence with all negative inferences thereunto appertaining.

ARTICLE 3 – CONTRACTOR REVIEW OF CONTRACT DOCUMENT/FIELD CONDITIONS

3.1 DEFINITIONS

3.1.1 Contractor shall carefully study and compare the Contract Documents and the information furnished by Owner. Contractor shall not be entitled to an adjustment in the Construction/Contract Time or an adjustment in the Contract Price if a change in the Work is required due to an error, inconsistency, omission or violation that Contractor failed to identify at time of submitting the required Bid Proposal, and not timely reported prior to being awarded the Project.

3.1.2 Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract for Construction before commencing the ordering of any material or doing any of the Work. The Contractor is responsible for all Site conditions, utility locations, and coordination of the Work with existing conditions. Errors, inconsistencies or omissions discovered shall be reported to Professional and the Owner at once. This undertaking is serious and shall have later impact precluding recovery for what may be perceived as extra Work as a result of failure to diligently identify errors, inconsistencies, or omissions.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures; and for coordinating all portions of the Work under the Contract for Construction, unless the Contract Documents specify otherwise.

3.2.2 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, Sub-subcontractors, their employees and agents; and other persons performing portions of the Work under the Agreement and Contractor shall be responsible to the Professional and Owner for coordination and complete execution of the Work.

3.2.3 Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract for Construction by the activities, or lack thereof, by the Professional in its administration of the Contract for Construction; or by tests, inspections or approvals required or performed by persons other than Contractor. Should Contractor fail any inspection, the Contractor shall be responsible for all costs involved with any re-inspections.

3.2.4 Contractor shall be responsible for inspection of portions of Work already performed under the Contract for Construction to determine that such substrate is in proper condition to receive subsequent Work.

3.2.5 Contractor (if applicable and required) shall submit to the Professional monthly, and, daily to Owner's authorized representative, Work reports for the preceding period, unless waived in writing by Owner. The Work reports shall show at a minimum the day of the week and date; list of workers present and working by trade, denoting foreman, if any, material deliveries, weather conditions, visitors, problems or interferences, and what Work generally was achieved that day including any inspections and testing.

3.2.6 In addition to the Work reports, when any item of Work is to be paid pursuant to a time and material Work Order, Contractor shall render an itemized statement to Owner showing the hours and sums incurred for each worker, the class of labor for each, sums incurred, and itemized descriptions of material on account of each item of such Work, including each employee of the Contractor, Subcontractor, and any Sub-subcontractor by name, hours worked per day devoted to the T & M Work and the payroll records for each.

3.2.7 Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Contract for Construction, including its Subcontractors and Sub-subcontractors. Contractor's superintendent shall check in and out with campus security daily. Contractor shall not permit employment of unfit persons or persons unskilled in tasks assigned to the Contract for Construction. All of

Contractor's employees and those of its Subcontractors and Sub-subcontractors shall be required to be readily identifiable as same by either badge (picture ID) or clothing (company label). All Subcontractors, Sub-subcontractors, and other levels of service providers shall be properly licensed.

3.2.8 Communication with students and/or Owner's employees is strictly prohibited and may result in immediate dismissal and permanent removal of such personnel from the Project.

3.2.9 If the Contractor performs any Work which it knows, or should have known, involves (i) a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or (ii) a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations, without notifying the Professional(s) in writing and prior to receiving written authorization from the Professional(s) to proceed, the Builder shall be responsible for the consequences of such performance.

3.2.10 Drawings are generally drawn to scale; however, the figured dimensions or notes thereon shall govern. Before ordering any materials or doing any Work, the Contractor and subcontractors shall verify all measurements at the Site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Professional prior to proceeding with the Work. No extra charge or compensation will be entertained due to differences between actual measurements and dimensions indicated on drawings, if such differences do not result in a written change in the scope of Work or if the Professional failed to receive written notice before the Work was performed.

3.3 LABOR AND MATERIALS

3.3.1 Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, storage, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work as part of the Contract Price, unless denoted in the Contract for Construction as "By Others".

3.3.2 All labor and materials shall be executed in a workmanlike manner, as specified, and in accordance with industry standards. All materials, fixtures and apparatus shall be new and first class in every respect and shall be delivered to the Site, installed, and maintained in a new and undamaged condition. Contractor shall be responsible for the care and protection of all materials, equipment and supplies delivered to the Site. All materials sold by manufacturer in sealed packages shall be so delivered to the Site. Contractor shall take particular care to ensure the Work to be free from water intrusion and/or excessive moisture.

3.3.3 All goods, products, materials, equipment and systems named or described in the Contract Documents, and all others furnished as equal thereto shall, unless specifically stated otherwise, be furnished, used, installed, employed and protected in strict compliance with the specifications, recommendations and instructions of the manufacturer or supplier, unless such specifications, recommendations or instructions deviate from accepted construction practices, or the Contract Documents, in which case the Contractor shall so inform the Owner and Professional and shall proceed as directed by that Professional, unless otherwise directed by the Owner. Accordingly, there shall be no substitutions of materials and equipment except as otherwise expressly permitted herein. The Builder shall coordinate and interrelate all trade contracts, and subcontracts to ensure compatibility of goods, products, materials, equipment and systems, and validity of all warranties and guarantees, required by the Contract Documents for the Work.

3.4 SUBSTITUTIONS

3.4.1 Contractor may be required by the Professional or Owner to furnish, in writing, a complete statement of the origin, composition, and manufacturer of any materials or equipment to be used in the Work.

3.4.2 If a certain brand of materials or equipment is specified in the Contract for Construction, it is for the purpose of establishing a level of quality or purpose desired. Should Contractor find it prudent to use a material, equipment, product or system other than that specified, Contractor shall secure from Owner, through the Professional, written approval for the use of the alternate materials, equipment, product or system. Contractor shall make such request in writing with required documentation, and obtain the Professional's approval of the substitution before ordering any materials intended to be substituted. Owner is not obligated to consider Requests for Substitution or re-submittal of previously rejected substitutions. Owner has the complete discretion to require

Contractor to provide the materials as specified in the Contract for Construction. In no case shall Contractor be entitled to additional time and/or money arising out of Owner's failure to approve Requests for Substitutions.

Requirements for Requests for Substitution:

- a. Submit five (5) copies of the Request for Substitution to the Professional.
- b. Describe in detail (complete with test reports, catalogs, brochures and black or blue line prints of drawings) the material, equipment, product, or system; and changes or adjustments to other Work affected, including warranties. Samples, if appropriate, should be submitted. Contractor is responsible for denoting all instances wherein the proposed substitution differs from the item specified.
- c. Include "cost breakdown" comparison of item specified and of proposed substitute for which request is made. Include costs of adjustments to other Work affected. Include any variation in operating, maintenance, or replacement costs, and length of time product has been available on the domestic market.
- d. Expressly state any amount to be deducted or added to the Contract Price or state "no change" in Contract amount.
- e. State change in Construction/Contract Time for completion or state "no change" in Construction/Contract Time.

3.4.3 Owner's decision on approval or rejection of a Request for Substitution shall be final. Approval or rejection of a request to substitute shall be based in part on the Professional's opinion as to adaptability, durability, quality, aesthetics, cost impact, life cycle functions, or other applicable considerations.

3.4.4 If the Professional or Owner request a sample of a specified material, element of Work or approved substitute, Contractor shall provide same. If the sample is approved, subsequent materials used in the Work shall be equal in every respect to the sample.

3.5 MATERIALS AND EQUIPMENT

Contractor warrants to Owner that materials and equipment furnished under the Contract for Construction shall be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work shall be free from defects not inherent in the quality required or permitted; and that the Work shall conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, shall be considered defective.

3.6 TAXES

Contractor shall pay applicable sales taxes for the Work or portions thereof provided by Contractor at the rate which is legally in effect when bids are received or negotiations concluded, whichever is later, unless the bid or Contract Proposal expressly contemplates a known increase.

3.7 DIRECT PURCHASE OF MATERIALS AND EQUIPMENT; MAINTENANCE

3.7.1 Owner shall have the right and privilege of purchasing materials and equipment directly from vendors for purposes of saving sales Tax. In the event of a direct purchase by the Owner of equipment or materials, the Owner shall be entitled to a credit against the Contract Price for an amount equal to the amount of the direct purchase, plus the sales Tax. The credit over and above the actual purchase shall be considered as a "discount" to the Owner, and the credit and the discount shall be reflected in the application for payment by the Contractor.

3.7.2 **MAINTENANCE OF EQUIPMENT.** Included within Contractor's duties hereunder is the obligation to maintain, on behalf of the Owner, the equipment furnished by or through Contractor and all Owner-purchased equipment obtained for the Work pursuant to the Warranty requirements of the manufacturer through Final Completion.

3.8 PERMITS, FEES AND NOTICES

MDC-GENERAL CONDITIONS FOR GENERAL CONTRACTORS

3.8.1 Contractor shall secure and pay for all required permits and licenses necessary for proper execution and completion of the Work.

3.8.2 Contractor shall comply with and give notices required by all Applicable Laws bearing on performance of the Work, including but not limited to the Florida Administrative Code, SREF, OSHA, HRS, FDOT, the Florida Department of Environmental Protection ("FDEP"), and Miami-Dade Regulatory and Economic Resources Department ("DERM/DRER") in those instances where FDEP's authority is delegated to DERM/DRER, including, but not limited to, notices regarding asbestos, lead and hazardous substances.

3.8.3 If Contractor observes that portions of the Contract Documents are at variance with any Applicable Laws, Contractor shall promptly notify the Professional and Owner, in writing.

3.8.4 If Contractor performs any portion of the Work and knows or should have known it to be contrary to Applicable Laws without written notice to the Professional and Owner, Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.9 SUPERINTENDENT

3.9.1 Contractor shall employ a competent superintendent and necessary assistants (if applicable and approved by Owner) who shall be in attendance at the Project Site during performance of the Work. The superintendent shall not be replaced without Owner's prior consent. The superintendent shall represent Contractor and communications given to the superintendent shall be as binding as if given to Contractor. Communications shall be made or confirmed in writing. The superintendent and the major Subcontractors' superintendents shall be fluent in English. Owner shall have the right to reject any superintendent based on experience and qualifications.

3.9.2 Contractor shall, at Owner's request, designate a replacement superintendent or other representative if Owner determines that the Contractor's designated superintendent is not performing the Work to Owner's satisfaction.

3.10 CONSTRUCTION PROJECT SCHEDULE

3.10.1 General

The Construction Project Schedule shall be baseline schedule or resource-loaded schedule (upon request) that depicts the as-planned critical path, and which must be approved by Owner as to detail, milestones or phases, and the critical path.

3.10.2 Adjustment of Contract Completion

The Construction/Contract Time shall only be adjusted by Change Order for good cause and when shown to be a delay to the critical path, that is in excess of the available float at the time of the Change Order.

Contractor shall incorporate appropriate activities into the Construction Project Schedule as Change Orders are approved by the Owner.

Contractor agrees that whenever it becomes apparent from the current monthly status review meeting that phasing or Construction/Contract Time completion dates shall not be met, it shall take some or all of the following actions at no additional cost to Owner:

- a. Increase construction manpower in such quantities and crafts to eliminate the backlog of Work.
- b. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.
- c. Reschedule the Work under this contract in conformance with all other specification requirements.

Prior to proceeding with any of the above actions, Contractor shall notify the Owner and Professional of the proposed remedial action(s).

3.10.3 Costs caused by Contractor's delays or by improperly timed activities by Contractor or defective construction shall be borne by the Contractor.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Contractor shall maintain one record copy of the Drawings, Specifications, Change Orders and other modifications, in good order and marked currently to record changes and selections made during construction and, in addition, approved Shop Drawings, Project Schedules, Product Data, Samples and other required submittals at the Site. These shall be available to the Professional and Owner and shall be delivered to the Professional for submittal to Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specifically prepared for the Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate in greater detail than shown on the Design Drawings some portion of the Work and how it may be fit together. Contractor or Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor shall not use the Professional's contract drawings as Shop Drawings, but Contractor shall require these entities to produce and submit such documents independently, although enhanced, the Professional electronic documents may be used as a base to which more detail would be added.

3.12.2 Product Data are illustrations, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate details of materials or systems for some portion of the Work.

3.12.3 Samples are physical examples, which illustrate the character of materials, equipment, or workmanship and establish standards by which the Work shall be expected to conform.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate for portions of the Work the way Contractor proposes to conform the final product to the information given in the Contract for Construction.

3.12.5 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, Contractor represents that it has checked and coordinated information contained within such submittals with the requirements of the Work and the Contract for Construction. Contractor shall not be relieved of responsibility for complying with the Contract for Construction by the Professional's approval of Shop Drawings, Product Data, Samples or similar submittals unless Contractor has specifically informed the Professional and Owner, in writing, of such deviation at the time of submittal and the Professional and Owner have issued a Change Order for the specific deviation.

3.12.6 Contractor shall make any corrections required by the Professional and shall timely resubmit the required Shop Drawings, Product Data, Samples or similar submittals until approved. Contractor shall direct specific attention, in writing, or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions from previous submittals.

3.12.7 Informational submittals upon which the Professional is not expected to take responsive action may be so identified in the Contract Documents.

3.12.8 No portion of the Work requiring a Shop Drawing, Product Data, Sample or similar submittal shall be commenced until the submittal has been approved by the Professional. All Work shall be in conformance with the approved Shop Drawings, Product Data, Samples or similar submittals and the Contract for Construction.

3.12.9 Shop Drawings, Product Data, Samples, and submittals shall be marked so that items that constitute information not pertaining to the equipment specified shall be so indicated. All components which are provided as "optional" by manufacturer and required hereinafter shall also be marked. Failure to comply with this requirement may result in the Professional's disapproval of Shop Drawings, Product Data, Samples and similar submittals.

3.12.10 The Contractor shall provide copies of all transmittals, plans, documents, drawings, and Shop Drawings for the Project to the Office of Facilities Management.

3.13 USE OF SITE

3.13.1 Contractor shall confine operations at Site to areas permitted by the Owner, Applicable Law, and the Contract for Construction and shall not unreasonably encumber the Site with materials or equipment.

3.13.2 Signage provide and installed by the Contractor shall comply with OSHA and other regulations applicable to Site. No signage shall be permitted as an advertisement for the Contractor or Subcontractors. Signage in violation hereof shall be removed immediately at the Contractor's expense.

3.13.3 Contractor shall supply additional storage facilities if required by Owner for storage of furniture, appliances, equipment, materials and supplies.

3.14 CUTTING AND PATCHING

3.14.1 Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 Contractor shall not damage or endanger a portion of the Work, or fully or partially completed construction by Owner or separate contractors, by cutting, patching or otherwise altering such construction or by performing excavation. Contractor shall not cut or otherwise alter such construction by Owner or a separate contractor except with written consent of Owner and of such separate contractor, as the case may be; such consent shall not be unreasonably withheld. Contractor shall not unreasonably withhold from Owner or a separate contractor Contractor's consent to cutting or otherwise properly altering the Work.

3.15 CLEAN UP AND SALVAGE

3.15.1 Contractor shall keep the Site and surrounding areas free from accumulation of waste material or rubbish caused by operations of the Contractor and its Subcontractors and Sub-subcontractors and shall maintain the Site in a clean, safe manner. Except as otherwise provided in the Contract for Construction, the Contractor shall leave the structure(s) and Site clean upon completion of the Work. The roofs, floors, gutters, glass and fixtures shall be free from soil, cement and/or paint. Nothing shall be accepted that has been dented, chipped or broken during the construction, or that may have been stained, scratched or discolored. This final cleanup must be performed within the Construction/Contract Time.

3.15.2 If Contractor fails to clean up as provided in the Contract Documents, Owner or designee may do so and the cost thereof may be deducted from payment due or to become due.

3.15.3 All removed salvage items and materials (except any such stipulated as "not wanted" by Owner) shall be delivered by Contractor to Owner's maintenance department. Delivery locations and scheduling shall be coordinated with the Owner's maintenance department, which shall be given at least twenty-four (24) hours prior written notice prior to delivery.

3.15.4 Contractor shall prepare itemized receipts, in at least quadruplicate, giving pertinent description(s) of items and materials delivered for salvage. Receipts shall be signed by the Owner's maintenance department, who shall retain one receipt. Contractor shall retain one receipt and shall distribute the other receipts to applicable Subcontractor(s) and the Professional.

3.15.5 Removed salvage items and materials which Owner advises Contractor are not wanted are the property of Contractor and shall be removed from the Site within a reasonable time or within twenty-four (24) hours after written notification by the Owner that the items and/or materials are to be removed.

3.16 ACCESS TO WORK

Access to an exit or any portion of the Site for the delivery of any and all materials, equipment and supplies for the Work shall be permitted in strict compliance with the directives, rules, conditions and requirements of Owner, as directed by the Professional and coordinated through the Owner's representative.

3.17 ROYALTIES AND PATENTS

Contractor shall pay all royalties and license fees for the Project. Contractor shall defend suits or claims for infringement of patent rights and shall hold Owner harmless for loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract for Construction. However, if Contractor knows or has reason to believe that a design process or product is an infringement of a patent, Contractor shall be responsible for such loss unless such information is properly given by written notice to the Professional.

3.18 TESTING

3.18.1 The Owner may, at its sole discretion, identify tests to be performed on the Project, or parts of the Project as directed. Such testing may include, but is not limited to, mechanical systems, water intrusion, building envelope security, roofing, and building moisture content testing.

3.18.2 Where such testing is required, it shall be the responsibility of the Owner to procure and pay for such testing services from properly certified testing firms contracted with the Owner or its agents or contractors. It shall further be the responsibility of the Contractor to schedule and cooperate with the testing service when that testing is appropriate in the construction of the Project.

3.18.3 The Contractor shall include such testing in the Contractor's Construction Project Schedule when first submitted to the Owner if such tests are designated at the time of award. If such testing is determined to be necessary after award, the Contractor shall include same in the Construction Project Schedule at its next regular monthly submittal of that schedule after receiving direction to include such testing.

3.18.4 The Contractor shall coordinate with the Professional and testing firm to ensure the appropriateness of the schedule for each required test and the availability of the Professional's appropriate representatives to observe such tests. The Professional shall observe and certify that proper testing procedures were employed; and identify the results as either acceptable or unacceptable.

3.18.5 In the event that any item of the Work does not satisfactorily perform when any required test is administered, the Contractor shall immediately take such action as is required to correct the condition(s) causing the unacceptable performance and re-test at the Contractor's own expense until the item of the Work performs acceptably when tested. Payment to the Contractor shall be adjusted appropriately in the event of any unacceptable test results.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 PROFESSIONAL

4.1.1 The Professional is designated by the Owner to provide architecture or engineering services for the Project and shall be identified in the Notice to Proceed.

4.1.2 In case of termination of employment of the Professional designated in the Notice to Proceed, the Owner shall appoint a Professional, whose status under the Contract for Construction shall be of the same as the former Professional, unless otherwise specified by the Owner.

4.2 THE PROFESSIONAL'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Professional shall provide administration of the Contract for Construction as described in the Contract Documents: (1) during construction; (2) until final payment is due; and (3) during the Guarantee Period, as defined in Subsection 11.2.2. The Professional shall advise and consult with Owner. The Professional is the agent of Owner only to the extent provided in the Contract Documents unless otherwise modified in writing by the Owner.

4.2.2 The Professional shall visit the Site at least weekly or more often as appropriate to the stage of construction; or as directed by Owner to become familiar with the progress and quality of the completed Work and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, shall be in accordance with the Contract for Construction. The Professional shall not be required to make exhaustive or continuous on-Site inspections to check quality or quantity of the Work. On the basis of on-Site

observations, the Professional, its architects, engineers and other consultants shall keep Owner informed of the progress and quality of the Work and shall endeavor to guard Owner against defects and deficiencies in the Work.

4.2.3 The Professional shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety measures and programs in connection with the Work, since these are solely Contractor's responsibility except as specified in the Contract for Construction. While the Professional is not responsible for Contractor's scheduling or failure to carry out the Work in accordance with the Contract Documents, the Professional shall enforce the faithful performance of Contract for Construction and assure that the Work has been or is being performed in accordance with the Contract Documents. While the Professional is not the guarantor of the Work of the Contractor, the Professional shall provide written notice to Owner if it observes or has reason to become aware of any defect or non-conformance with the Contract Documents.

4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized by Owner, Owner and Contractor shall endeavor to communicate through the Professional. Communications by and with the Professional's consultants shall be through the Professional. Communications of the Professional to and from Subcontractors and material suppliers shall be through Contractor. Communications of the Professional to and from separate contractors shall be through Owner.

4.2.5 Based on the Professional's Site observations and evaluation of Contractor's notarized Requisitions for Payment, the Schedule of Values, Subcontractor partial releases and the Construction Project Schedule, the Professional shall review the Requisitions for Payment and certify to Owner the amounts due Contractor. Prior to issuing certification for payment, the Professional shall review the status of Contractor's As-built Documents and Construction Project Schedule and verify that the documents and/or schedules are up-to-date and accurate to the extent visual observation of the construction will disclose. The Professional shall also confirm that, after the first application for payment, each subsequent application shall be accompanied by the respective Subcontractor(s)' partial lien releases fully accounting for Subcontractor payments due for the previous application. If the As-Built Documents and Construction Project Schedule are not up-to-date and/or accurate, the Professional shall include in its certification for payment a statement that the As-Built Documents and/or Construction Project Schedule are not up-to-date. In such event, Owner may: (a) hold an additional ten percent (10%) of amount then due Contractor until the Professional verifies that the As-Built Documents and/or Construction Project Schedule are up-to-date and accurate, (b) refuse to process the Partial or Final Requisition for Payment, or (c) pay Contractor. The Professional's certification is a representation by the Professional to Owner that all required items noted herein are submitted and proper and serves as a recommendation for payment only.

4.2.6 The Professional has authority to recommend to Owner the rejection of Work that does not conform to the Contract Documents. Contractor shall promptly correct or require the correction of all rejected Work, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such Work, including additional testing and inspections and compensation for all services and expenses necessitated by such correction. The Professional shall recommend that Owner stop Work when, in the Professional's professional judgment, defects and deficiencies in the construction warrant that Work be stopped. Whenever the Professional considers it necessary or advisable the Professional shall have authority to recommend to Owner additional inspection or testing of the, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Professional nor a decision made in good faith to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Professional to anyone other than the Owner.

4.2.7 The Professional shall review and approve or take other appropriate action upon Contractor's submittals for conformance with the design concept expressed in the Contract Documents. The Professional's approval of one item shall not indicate approval of the assembly in which the item functions. The Professional's action shall be taken with such reasonable promptness as to cause no delay in Work or in the activities of Owner, Contractor, or separate Contractors, and in accordance with the Contractor's approved submittal schedule while allowing sufficient time in the Professional's professional judgment to permit adequate review. In any event, the Professional's action shall be taken not later than fourteen (14) days from Contractor's submittal.

4.2.8 If the Professional is required to review a submittal more than twice due to incomplete or incorrect submittals by Contractor, an appropriate Change Order may be issued by the Professional deducting a sum reasonably sufficient to compensate the Professional as compensation for the Professional's additional expenses

and services resulting from Contractor's submission of incomplete or incorrect submittals from payments due or to become due Contractor.

4.2.9 Review of submittals by the Professional is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor. The Professional's review of Contractor's submittals shall not relieve Contractor of the obligations under the Agreement. The Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Professional, of any construction means, methods, techniques, sequences or procedures.

4.2.10 The Professional shall review and evaluate substitutions proposed by Contractor for conformance with the Contract Documents and shall recommend substitutions only when it can be demonstrated that the item specified or its successor is no longer available for purchase; or that the substitution provides a clear benefit to Owner in performance and/or price. The Professional shall not be required to take any action on requests for substitutions that are not submitted to it accordance with these General Conditions, except for good cause shown or unless requested by Owner.

4.2.11 Upon Contractor's written notice that the Work is substantially complete, the Professional shall inspect the Work to determine if it is ready for inspection. If the Professional believes that the Work is substantially complete, the Professional shall provide written notice to Owner and Contractor. The Professional and Owner then will conduct inspection(s) and take subsequent action as described at Subsection 9.8.

4.2.12 Upon written notice from Contractor, the Professional and Owner shall conduct inspection(s) to determine the date of Final Completion as described at Subsection 9.8. If the Professional is required to conduct more than two (2) Final Completion inspections because of the failure of Contractor to complete punch list items in accordance with the Contract Documents, the cost for further Final Completion inspections, including compensation for the Professional's additional services and expenses caused by the failure of Contractor to timely complete all punch list Work may be deducted from any amount due or to become due Contractor from Owner.

4.2.13 Contractor shall provide the written close out documents required by the Contract Documents such as Warranties, Operation and Maintenance Manuals, as-built drawings, releases of claims and other documents to the Professional. The Professional shall confirm that the Contractor has provided all required documents. The Professional shall process any pending Change Order requests and evaluate the assessment of liquidated damages, if any and as determined by the Agreement. Upon its determination that Contractor has fulfilled the requirements of the Contract Documents, the Professional shall issue a final Certificate for Payment, and forward the closeout documents to the Owner.

4.2.14 If Owner and the Professional agree, the Professional shall provide one (1) or more Project representatives to assist in carrying out the Professional's responsibilities at the Site. The duties, responsibilities and limitations of authority of such on-Site Project representatives shall be set forth in the Contract for Professional Services.

4.2.15 The Professional shall interpret and advise on matters concerning Contractor performance on written request of either Owner or Contractor. The Professional's response to such requests shall be made with reasonable promptness, and if no agreement is made concerning the time within which interpretations required of the Professional shall be furnished, the Professional shall furnish such interpretations within fifteen (15) days after written request for interpretation.

4.2.16 Interpretations and recommendations of the Professional shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing, which could be drawings.

4.2.17 The Professional's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and acceptable to Owner.

4.2.18 The CM shall prepare and submit as-built record drawings to BIM (REVIT) Model. BIM Model to include all changes in the Work made during construction and submittals (Shop Drawings).

4.3 CLAIMS AND DISPUTES

4.3.1 A Claim is a demand or assertion by one of the parties seeking adjustment in money, extension of time, or other relief with respect to the terms of the Contract for Construction. The term "Claim" also includes other disputes and matters in question between Owner and Contractor arising out of or relating to the Contract for Construction, other than matters of interpretation set forth in Subsection 4.2.15. Claims must be made in writing. The responsibility to substantiate claims shall rest with the party making the Claim.

4.3.2 Claims shall be first referred to the Owner's Project Manager.

4.3.3 Time limits on Claims. Claims by either party must be made within seven (7) days after occurrence of the commencement of the event giving rise to such Claim. Failure to timely submit a claim may adversely affect the ability of the Owner to assess such claim, which adverse impact shall be the responsibility of the Contractor.

4.3.4 Continuing Contract Performance. Pending a decision of the Owner's Project Manager, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract for Construction and Owner shall continue to make payments in accordance with the Contract Documents.

4.3.5 Waiver of Claims: Final Payment. The making of final payment by Owner shall constitute a waiver of Claims by Contractor except those expressly identified in writing to Owner prior to final payment.

4.3.6 Claims for Concealed or Unknown Conditions. If: (a) the Agreement does not include design responsibilities, and (b) conditions are encountered at the Site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in the location of the Project, then notice by Contractor shall be given to the Professional promptly before conditions are disturbed and in no event later than three (3) days after first observance of the conditions. Contractor shall document the conditions by providing the Professional with photographs and written description of the conditions. The Professional shall promptly investigate such conditions. If there is a difference as above stated that causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work, the Professional may recommend an equitable adjustment in the Contract Price or Construction/Contract Time, or both. If the Professional determines that the claim for concealed conditions is without merit, the Professional shall so notify Owner and Contractor in writing, stating the reasons. If the Contractor still disagrees the Contractor may follow the disputes procedure under the Agreement.

4.3.7 Claims for Additional Costs. No Claims for additional costs or additional time are permitted without following the Change procedure in Article 7. There are no damages for delay, which are waived.

4.3.8 Injury or Damage to Person or Property. If either party to the Contract for Construction suffers injury or damage to person or property because of an act or omission of the other party, or any of the other party's Subcontractors, Sub-subcontractors, or others for whose acts such party is legally liable, written notice of such injury or damage shall be given to the other party within a reasonable time not exceeding seven (7) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter.

4.3.9 Claims for Consequential Damages. The Contractor and Owner each waive claims against the other for consequential damages arising out of this Agreement and/or performance hereunder. This mutual waiver includes:

a. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

b. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to any termination in accordance with the termination or suspension of the Agreement. Nothing contained in this subsection shall be deemed to preclude recovery of liquidated damages in accordance with the requirements of the Agreement.

4.4 FINAL RESOLUTION OF CLAIMS AND DISPUTES

Claims and disputes shall be finally resolved by litigation, if not resolved by an acceptable decision by the Owner's Project Manager or by negotiation. If a dispute arises between Owner and Contractor regarding the Contract Documents or the breach thereof, Contractor shall continue to prosecute the Work and maintain its progress, unless requested by Owner to suspend or delay the Work.

ARTICLE 5 - SUBCONTRACTORS

5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS

5.1.1 Contractor shall furnish in its Bid proposal to Owner the list of Subcontractors, known Sub-subcontractors, and materialmen proposed for each portion of the Work where a Subcontractor, Sub-subcontractor, or materialman is planned to be used.

5.1.2 If Owner has a reasonable objection to any proposed Subcontractor, Sub-subcontractor or materialman, Owner shall promptly notify Contractor and shall propose another to whom Owner has no reasonable objection.

5.1.3 **Subcontractor Bid Opening** - Contractor shall arrange for the Owner and the Professional to be present at the Subcontractor bid opening (location to be solely determined by the Owner and as directed by the Owner). Subcontractor bids must be submitted to the Contractor in sealed envelopes.

5.1.4 Contractor shall not contract with any proposed Subcontractor, Sub-subcontractor or materialman to whom Owner has made a reasonable objection pursuant to this section.

5.1.5 A Subcontractor, Sub-subcontractor or materialman may be added to the list of Subcontractors, Sub-subcontractor or materialmen if later planned to be used for performance of a Change Order or Construction Change Directive. A listed Subcontractor, Sub-subcontractor or materialman may be changed only upon written approval of Owner. The request to change shall state reasons for the request.

5.2 SUBCONTRACTOR RELATIONS

5.2.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner and the Professional. Each subcontract shall preserve and protect the rights of Owner and the Professional under the Contract Documents with respect to the Work to be performed by Subcontractor so that subcontracting will not prejudice such rights, and shall allow to Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against Contractor that Contractor, by the Contract Documents, has against Owner. Contractor shall require each Subcontractor to enter into similar agreements with its Sub-subcontractors. Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, the Contract Documents to which the Subcontractor shall be bound for copying. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

- a. Subcontractor's combined overhead and profit for Change Order Work shall not be in excess of ten percent (10%).
- b. Owner shall be an intended third party beneficiary of all subcontracts.

5.2.2 Contractor shall fix the scope of the Work to be performed by each of the Subcontractors. The Contractor agrees that no Change Orders shall be requested by the Contractor or considered by the Owner for failure to supply Owner with the complete "Buy-out" of all Subcontractor contracts within the earliest of thirty (30) days after Bid or Contract Proposal acceptance, or first payment, whichever first occurs.

5.2.3 Each Subcontractor shall, at Owner's request to Contractor, designate a replacement representative if Owner determines that the Subcontractor's designated representative is not performing to the Owner's satisfaction.

5.2.4 The Contractor shall promptly resolve claims, complaints, labor disputes and disputes over assignment of work tasks by and among its subcontractors and suppliers. Within seven (7) days of receipt, the Contractor shall provide notice to Owner regarding any disputes where a subcontractor provides written correspondence of intent to litigate a dispute arising from this Agreement, including any Contract for Construction.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract for a portion of the Work is conditionally assigned by Contractor to Owner provided that:

- a. Assignment is effective only after termination of the Contract for Construction or Agreement, respectively, by Owner. Owner has discretion on whether to accept the subcontract assignment by notifying the Subcontractor in writing; and
- b. Assignment is subject to the prior rights of the surety under the Performance Bond for the Agreement.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Owner reserves the right to perform other Work related to the Project with its own employees and to award separate contracts for such other Work. If Contractor claims that Owner is causing delay or additional cost because of such action, Contractor shall make such Claim as provided in these General Conditions.

6.1.2 When separate contracts are awarded for other construction or operations on the Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes the applicable Owner/Contractor agreement.

6.1.3 Owner shall provide for coordination of the activities of its own forces and of each separate contractor with the Work of Contractor, who shall cooperate with them. Contractor shall participate with other separate contractors and Owner in reviewing their schedules when directed to do so.

6.2 MUTUAL RESPONSIBILITY

6.2.1 Contractor shall afford Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment, and performance of their activities; and shall coordinate Contractor's construction and operation with theirs as required by the Contract Documents.

6.2.2 If part of Contractor's Work depends on proper execution or results of other construction or operations by Owner or a separate contractor, Contractor shall, prior to proceeding with any affected portion of the Work, promptly report to the Professional apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of Contractor to so report shall constitute an acknowledgment that Owner's or separate contractors' completed or partially completed construction is fit and proper to receive Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 Should Contractor cause damage to the Work or property of Owner or separate contractors, Contractor shall assume the responsibility and liability for such damage, promptly remedying same.

6.2.4 Should Contractor be damaged by any other contractor by reason of such other contractor's failure to properly perform, no action shall lie against Owner and Owner shall have no liabilities therefore. Contractor should assert its claims against such other contractor.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among Contractor, separate contractors and Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and

rubbish as described at Subsection 3.15, Owner or designee may clean up and allocate the cost among those responsible as the Professional determines to be just.

ARTICLE 7 – COSTS OF WORK AND CHANGES IN THE WORK

7.1 CHANGE ORDERS AND CONSTRUCTION CHANGE DIRECTIVES

7.1.1 The Contract Price, or the Contract Time, may be changed only by Change Order. All costs, direct or indirect, allowable under the Contract for Construction are to be included in the Change Order. No change in a fixed price shall be requested or considered due to changes in the cost of labor or material encountered between the time of the bid and the time of procurement of the labor or material. Such risk is borne by the Contractor. The Contractor's Labor Burden is limited to the pre-approved rate of which under any circumstances should not exceed forty-percent (40%), subject to verification and certification by a notarized affidavit by an independent CPA after examination of Contractor's records.

7.1.2 Owner may order changes in the Work within the general scope of the Project consisting of additions, deletions or other revisions by Change Order (if the parties agree on cost and time) or by Construction Change Directive if the parties do not agree on cost or time. When a Change Order is issued, the Contract Price and/or Construction/Contract Time shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order or Construction Change Directive and shall be performed under the applicable conditions of the Contract Documents. No claim for additions to the Contract Price shall be valid unless approved by written Change Order issued by Owner and accepted by Contractor.

7.1.3 Contractor and/or the Professional may request changes in the Work within the general scope of the Contract for Construction consisting of additions, deletions or other revisions. The change requested shall be identified, described, and estimated with sufficient backup data provided to Owner to allow evaluation of the change.

7.1.4 If there is no agreement on the requested changed Construction/Contract Time or Contract Price, and the Owner desires changed Work, the Owner shall issue a Construction Change Directive, which shall determine the method to be used to determine the adjustment in the Contract Price, such as:

- a. A determination that the change does not affect the Contract Price, or Contract Time in the critical path.
- b. (a) direct itemized list and cost of labor to which the actual cost of payroll benefits may be added; (b) direct itemized list and cost of material and equipment to which applicable sales tax may be added; and (c) allowance to Contractor for combined overhead and profit of up to ten (10%) percent for Work self-performed and up to five percent (5%) for subcontracted Work.
- c. It is intended that all Construction Change Directives be converted to Change Order either by agreement of the parties, or pursuant to the Claims process.

7.1.5 When unit prices are in the Agreement, they apply to both new and reconstructive Work. Upon a showing that the unit price is inequitable in relation to the changed time or quantity by the Contractor, the Owner may consider a Change Order for equitable adjustment. Compensation shall be determined by the actual number of units incorporated in, or required by the Work.

7.1.6 Rental rates for Contractor-owned equipment should not exceed 50% of the published rate in the latest edition of the Associated Equipment Distributors' "Rental Rates and Specifications" or an equivalent publication.

7.1.7 If a Construction Change Directive is issued, Contractor shall each day a daily cost report anent the changed Work in duplicate to the Owner. The daily Work report shall show the name and number of each worker, including foreman and jobsite superintendent, if any, employed on such extra Work, excluding, however, all other supervisory employees whose compensation shall not be considered an element of cost for any purpose hereunder, the actual number of hours employed on such Work, the character of the Work that he/she is doing and wages paid to him/her or to be paid to him/her. The daily Work report shall show the materials furnished, the cost thereof, and an allowance for combined overhead and profit.

7.1.8 The premium time portion of authorized overtime Work shall be reimbursable in accordance with agreed wage rates but shall not include any allowance for overhead and profit. Contractor may not seek reimbursement for premium time unless such premium time has been ordered, in writing, by Owner.

7.1.9 For deletions in the Work, reductions shall be made in the Contract Price based upon the actual amount of savings in the cost computed upon the same basis as for additional Work.

7.2 FIELD ORDERS

The Professional has the authority to order minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Construction/Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order signed by the Professional and Contractor and delivered to the Owner. The field order shall be binding on Contractor, who shall carry out such written field order promptly.

ARTICLE 8 - TIME

8.1 The Construction/Contract Time shall commence seven (7) days after the Notice to Proceed award date, unless otherwise provided in the Contract for Construction.

8.1.1 All time limits stated in the Contract Documents are of the essence of the Contract for Construction. The time for completion set forth in the Contract for Construction is a date upon which the Owner may rely in planning the use of the facilities to be constructed and for all other purposes.

8.2 PROGRESS AND COMPLETION

8.2.1 By executing the Contract for Construction, Contractor confirms that the Construction/Contract Time is a reasonable period for performing the Work. Should Contractor fail to obtain Substantial Completion within the time specified by the Contract for Construction, the Contractor shall be responsible for liquidated damages in accordance with the following schedule for each day of delay in attaining Substantial Completion, if such are applicable to the Agreement. If a provision for liquidated damages are not in the Agreement then the Owner shall pursue any and all rights and remedies available to it under the law.

8.2.2 **Liquidated damages**, as set forth in the Agreement, are because it is clear that delay shall cause damage to the Owner, which actual damage may be difficult to calculate as of the execution of the Agreement and making of this Contract for Construction. Accordingly, if the Project is not completed before the expiration of Construction/Contract Time and liquidated damages are provided for in the Agreement, liquidated damages (which are not a penalty) shall be assessed against the Contractor:

For failure to complete Substantial Completion:

The Liquidated Damages shall be calculated in accordance with Exhibit E to the Agreement.

For failure to complete Final Completion:

The Liquidated Damages shall be calculated as in accordance with Exhibit E to the Agreement.

The parties agree that liquidated damages for the Project is not a penalty, but for said losses that Owner shall incur by virtue of the Contractor's failure to complete the Project within the Construction/Contract Time. The Owner may deduct such liquidated damages from any amounts that may be due or may become due to the Contractor under this Contract for Construction.

- a. Contractor acknowledges that it is not necessary for Owner to prove monetary loss in order to assess liquidated damages.
- b. Nothing in this subsection shall be construed as limiting the right of Owner to terminate the Contract for Construction or the Agreement for failure to timely substantially or finally complete the Project.

8.2.3 Should Contractor fail to meet the approved and updated Construction Project Schedule at any time during the course of the Work, the Professional may order acceleration of the Work to regain the schedule at no increase to the Contract Price.

8.2.4 Contractor shall not, except by agreement or instructions of Owner, in writing, prematurely commence operations on or adjacent to the Project Site prior to: (a) issuance of the Notice to Proceed, (b) submission of the Bonds; (c) verification that insurance coverage furnished by Contractor shall cover the Construction Time and (d) execution of a Contract for Construction. The Construction Commencement Date shall not be changed by the effective date of such insurance or Bonds.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If Contractor's critical path is delayed for the causes or reasons listed below, provided that the cause or reason is beyond Contractor's control, the Construction/Contract Time may be extended by Change Order or Construction Change Directive:

- a. Act or neglect of Owner or its representatives.
- b. Separate contractor(s) employed by Owner.
- c. Changes ordered in the Work.
- d. Acts, orders or States of Emergency of applicable government agencies occurring after Notice to Proceed.
- e. Fire, tornado, cyclone, hurricane, earthquake, epidemics or similar catastrophe.
- f. Rain beyond the historical norm if the Project is without a roof and completely shut down, or with a roof and the entire Project is delayed by exterior Work -- but only if the stoppage of the Work exceeds the historical norm and directly affects the critical path of the Project. The Contractor must request the extension for Rain Delay.
- g. War, insurrection, or riot.

8.3.2 Claims for time shall be made in accordance with the applicable provisions of Subsection 4.3. The Claim shall precisely state how the critical path was delayed, the number of days that the critical path was delayed, the cause(s) for the delay, and shall include exhibits to evidence the cause(s). Contractor shall, regardless of the cause of delay, continue to prosecute all of the Work not directly affected and, with respect to such portion(s) of the Work affected, take all reasonable measures to minimize the delay.

8.3.3 Extensions of time shall be the Contractor's sole remedy for delay. No payment or compensation of other costs or expenses of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of the Work or delay from any cause in the progress of the Work, whether such hindrances or delays be avoidable or unavoidable, reasonable or unreasonable, anticipated or unanticipated. Contractor expressly agrees not to make, and hereby waives any claim for damages on account of any delay.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 SCHEDULE OF VALUES

At least thirty (30) days prior to the first Requisition for Payment, Contractor shall submit to the Professional the final detailed Schedule of Values (SOV as per MDC format) allocated to portions of the Work, broken down in not less than CSI format prepared in such form and supported by such data to substantiate its accuracy as the Professional may require. The Schedule of Values shall be updated (revised SOV to reflect all Buyout fund) and shall be used as a basis for reviewing Contractor's Requisitions for first and subsequent Requisition for Payment to allow accurate periodic payments. The Schedule of Values shall not be front end loaded and the value of each listed item shall be based on the described item.

9.2 REQUISITIONS FOR PAYMENT

9.2.1 Progress Payments. Contractor shall submit to the Professional notarized Requisitions for Payment. The Requisition for Payment shall be completed in accordance with the Schedule of Values. Five (5) copies shall be submitted along with: (a) the updated Construction Project Schedule; (b) Partial Releases for persons working under Contractor for the prior draw to the extent payment was sought for Work of Subcontractors and Sub-subcontractors; (c) an affidavit from Contractor that the prior payments have been properly disbursed to Subcontractors; (d) a release from Contractor to the extent of the payment sought conditioned upon receipt of payment; (e) invoices as evidence that Bonds and insurances have been procured in accordance with the contract terms and conditions. In the event the Contractor's Requisition for Payment is rejected, the Contractor may re-submit the rejected Requisition for Payment with the required corrections within ten (10) days of that rejection and shall clearly mark the re-submitted Requisition for Payment as a "Re-submittal of a previously rejected Requisition for Payment", and identify the corrected items. Requisition for Payment shall be submitted by the fifteenth (15th) of each month for the preceding month, to be processed for payment by the fifth (5th) of the following month unless otherwise notified by the Owner. No billing for June permitted. Requisitions submitted thereafter, will be considered for processing by the fifteenth (15th) of the following month.

9.2.2 The Requisition for Payment may include requests for payment of duly approved and issued Change Orders, Construction Change Directives; or approved contingency expenditure(s) in accordance with their terms (full back-up of actual expenses).

9.2.3 The Requisition for Payment may not include requests for payments of amounts Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason. If a Contractor decides to not pay a Subcontractor any amount previously requisitioned and paid, the withheld amount shall be refunded to the Owner.

9.2.4 Retainage. The Requisition for Payment shall provide that five percent (5%) of each Requisition amount be retained. The Retainage shall be retained until 100 percent (100%) of the Contract Price has been paid. However additional retainage may be withheld for failure to update or make accurate the Contract for Construction or Construction Project Schedule; or for other good cause. No retainage shall be withheld on bond premiums.

9.2.5 Unless otherwise provided in the Contract Documents, Requisitions for Payment may include materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work (Subject to Owner's preauthorization and certification of inspection and approval by the Professional). If approved in advance by Owner, payment may be similarly made for materials and equipment stored off-Site if stored in a bonded warehouse and agreed to by Owner in writing establishing Owner's title to such materials and equipment or otherwise acceptably protecting Owner's interest, and shall include applicable insurance, storage and transportation to the Site for such materials and equipment stored off-Site.

9.2.6 Contractor warrants that title to all Work covered by a Requisition for Payment shall pass to Owner no later than the time of payment.

9.3 CERTIFICATES FOR PAYMENT

9.3.1 The Professional shall, within seven (7) days after receipt of the Contractor's Requisition for Payment, either issue to Owner a Certificate for Payment, with a copy to Contractor, for such amount as the Professional determines is properly due, or notify Contractor and Owner in writing of the Professional's reasons for withholding a Certificate for Payment in whole or in part. In the event that the Professional is not available or unreasonably refuses to sign the Contractor's Requisition for Payment, the Owner may sign such requisition in place of the Professional and issue to the Owner a Certificate for Payment which shall be processed by the Owner as though issued by the Professional.

9.3.2 The issuance of a Certificate for Payment from the Professional shall constitute a representation to Owner, based on the Professional's observations at the Site and on the data with the Contractor's Requisitions for Payment, that the Work has progressed to the point indicated and that, to the best of the Professional's knowledge, information and belief and based on the Professional's professional judgment, that the quality of the construction is in accordance with the Contract for Construction. The issuance of a Certificate for Payment shall further constitute a representation that in the Professional's opinion Contractor is entitled to payment in the amount specified. The amount certified (dated and stamped by the corporate seal) by the Professional shall be payable within twenty (20) working days of submitting an acceptable payment application including all conditions precedent to payment.

9.4 DECISIONS TO WITHHOLD CERTIFICATION

9.4.1 The Professional may decide not to certify payment and may withhold a Requisition for Payment in whole or in part if in the Professional's opinion the representations to Owner required by Subsection 9.3.2 cannot be made. If the Professional is unable in good faith to certify payment in the amount of the Requisition for Payment, the Professional shall notify Contractor and Owner by issuing a written disapproval of the Requisition for payment with reasons therefor. It shall then become the Contractor's responsibility to correct the disapproved Requisition for Payment and re-submit same as defined in Subsection 9.2.1. The Professional may withhold such amounts from the Requisition for Payment and may issue a Certificate for Payment for the amount that the Professional is able to make such representations to the Owner. If there is a reason for withholding that is other than the Work has not progressed to the point claimed such reason shall be stated in the certificate. The Professional may also decide not to certify payment because of subsequently discovered evidence or subsequent observations. In addition, the Professional may nullify in whole or in part a Certificate for Payment previously issued, to such extent as may be necessary in the Professional's opinion to protect Owner from loss resulting from but not limited to the following:

- a. defective Work not remedied.
- b. third party claims.
- c. failure of Contractor to make payments properly to Subcontractors.
- d. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price.
- e. damage to Owner or another contractor.
- f. reasonable evidence that the Work shall not be completed within the Construction/Contract Time, and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay, if such are applicable to the Agreement.
- g. clear failure to carry out the Work in accordance with the Contract for Construction, the Project Schedule, or the Professional's direction.
- h. failure to maintain and submit as required up-to-date and accurate as-built documents and/or Construction Project Schedule.

9.5 PROGRESS PAYMENTS

9.5.1 After the Professional has issued a Certificate for Payment, Owner shall review and absent good reason make payment in the manner and within the time provided under Applicable Law and College policies and procedures.

9.5.2 Contractor shall promptly pay each Subcontractor, upon receipt of payment from Owner, the amount paid to Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner. The Owner shall pay the Contractor in Miami-Dade County. The Contractor shall pay all Subcontractors and suppliers in Miami-Dade County and appropriate flow-down provisions shall be used to provide that all payments are made in Miami-Dade County.

9.5.3 Neither Owner nor the Professional shall have an obligation to pay or to see to the payment of money to a Subcontractor.

9.5.4 If a Performance Bond is required by the Agreement, Owner may require consent of surety, which should be included in the final payment application or any payment application where the Owner specifically requests a consent of surety, as a condition precedent to Owner's making payment.

9.5.5 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by Owner shall not constitute acceptance of Work that is not in accordance with the Contract for Construction.

9.6 SUBSTANTIAL COMPLETION

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Initials: MDC: LB

GC: 

9.6.1 When the Contractor considers that the Work is substantially complete, the Contractor shall conduct an inspection of the Work and shall prepare a written punch list of all incomplete and/or unacceptable items of Work. The Contractor and Professional shall verify the completion/correction of all the items on the Contractor's punch list as a condition to requesting a Substantial Completion Inspection by the Professional described below. The Contractor shall also call for inspections by the permitting authority and shall have all elements of the Work requiring inspection by the permitting authority finally inspected and approved, and shall provide copies of the Contractor's completed punch list and corrected inspection reports to the Professional and Owner with the Substantial Completion documents as a condition for requesting a Substantial Completion inspection by the Professional as defined below.

9.6.2 When Contractor considers that the Work is substantially complete, the Contractor shall make a written request for a Substantial Completion inspection by the Professional. Upon receipt of the request for Substantial Completion inspection, the Professional shall confirm all conditions required for Substantial Completion, but for the Substantial Completion inspection have been met and shall then and only then schedule with the Owner and the Contractor the Substantial Completion inspection. This inspection shall include at a minimum the Professional, the Owner or designee, the Contractor, and Subcontractors.

9.6.3 While each element of the Work and/or trade grouping of the Work need not be inspected at the same time, the Professional shall be responsible for insuring that the requisite parties attend the appropriate element of the Substantial Completion inspection by the Professional. The Professional shall maintain the consolidated list of deficiencies and comments. At the conclusion of the inspection the Work shall be determined to be:

- a. Not Substantially Complete. If the Owner determines that the Work has not achieved Substantial Completion, the Professional shall notify Contractor in writing of the deficiencies within ten (10) days of the Substantial Completion inspection by the Professional.
- b. Substantially Complete. If the Professional and Owner determine that the Work has achieved Substantial Completion as defined below, the Professional shall prepare a Substantial Completion Punch List which shall incorporate all unperformed items on punch lists prepared by participants in the walk-through(s). The Substantial Completion Punch List shall be provided to Contractor within fifteen days of the Substantial Completion inspection by the Professional. Contractor shall complete the Substantial Completion Punch List within thirty (30) days of receipt thereof and shall provide written notice to the Professional that the Work is ready for final inspection and acceptance.
- c. Finally Complete. If the Owner and Professional determine that the Work has achieved Final Completion, final payment shall be made in accordance with Subsection 9.8.3.

9.6.4 Substantial Completion occurs when:

- a. The Work can be used by Owner for the intended purpose;
- b. All life safety features of the Work are completed;
- c. There are no defects or hazards in the Work which could cause injury;
- d. All Substantial Completion documents have been delivered to Owner: warranties, Contractor's as built drawings, maintenance and operation manuals, Fire Sprinkler, Fire Alarm certifications, required training of staff;
- e. All inspections required by the permitting authority have been successfully completed and the Building Official has executed Form 110B or its equivalent;
- f. Only minor elements of the Work remain to be done for Final Completion, which items do not impact the Owner's beneficial occupancy;
- g. Professional has issued a Certificate of Substantial Completion; and
- h. Professional, Owner, and Contractor have conducted a Substantial Completion inspection.

9.6.5 The Substantial Completion Punch List is to be completed within thirty (30) days of Contractor's receipt of such from the Professional. If the Substantial Completion Punch List is not completed within thirty (30) days of Contractor's receipt from the Professional, Contractor shall be responsible for liquidated damages in accordance with the Agreement and Subsection 8.2.1.1 herein, for the number of days beyond the time when the Substantial Completion Punch List was required to be completed. In addition, if a surety is required by the Agreement, the surety may be notified and the Owner may withhold 150% of the Owner's estimated value of the incomplete punch list Work. The Owner, in its sole option, may elect to take a credit for incomplete punch list Work, and require the Contractor to vacate the jobsite. Contractor acknowledges and agrees that the credit for the incomplete punch list items will be at a premium and likely in excess of costs Contractor would have incurred to have the Work completed as part of the Project. Contractor also acknowledges and agrees that failure to timely complete the punch list without good cause shall be sufficient reason for the Owner, in its sole discretion, to declare Contractor non-responsible for a period not to exceed three (3) years and thereby not accept any bids for Work from Contractor during said period.

9.7 PARTIAL OCCUPANCY OR USE

Owner may elect to occupy and/or use any completed portion of the Work prior to Final Completion. Such occupancy or use is not a waiver by Owner of its right to demand strict compliance with the terms and provisions of the Contract for Construction and does not constitute acceptance of Work not complying with the requirements of the Contract for Construction. If the Owner elects to occupy and/or use any completed portion of the Work prior to Final Completion the responsibility for control of the area of the Work occupied becomes assumed by Owner.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Final Completion occurs when the Owner determines there are no incomplete or deficient items of the Work, and that the Contractor has fully complied with the terms and conditions of the Contract for Construction. Upon receipt of written notice that the Work is ready for final inspection or at the completion of the thirty (30) day final punch list period, whichever is earliest, and upon receipt of a final Requisition for Payment, the Professional, its consultants, Owner and Contractor shall participate in a Final Completion walk-through to inspect the Work. At the conclusion of the Final Completion walk-through, the Work shall be determined by the Owner to be one of the following:

- a. Finally Complete. If it is determined that the Work has achieved Final Completion, final payment shall be made in accordance with the Agreement.
- b. Not Finally Complete. If it is determined that the Work has not achieved Final Completion, the Professional shall prepare a Final Completion Punch List identifying the then incomplete or defective Work and the Contractor shall be assessed liquidated damages in accordance with the Agreement and Subsection 8.2.1.1 for the number of days it takes for the Contractor to complete the Work beyond the date determined by the Professional and Owner, in accordance with Subsection 4.2.12, for Final Completion of the Work

9.8.2 If after the preparation of an initial Final Inspection Punch List new punch list items are identified, the Owner may, at its option, choose to address the additional punch list items as items under guarantee, or require that the additional items be added to the punch list.

9.8.3 After all Final Inspection Punch List items have been completed, the Professional shall recommend to Owner acceptance of the Project and make recommendations regarding Contractor's final pay request. Acceptance occurs on the date that Owner determines the Project is complete including the proper and complete submittal of all warranties, manuals, and other close-out documents, and no Work remains to be performed. Final Completion also requires that the Contractor has submitted to the Professional and the Professional has verified receipt of the following:

- a. Original Warranty document(s) in accordance with the Contract Documents and two (2) copies properly dated and sealed, all three (3) sets in separate three-ring binders.
- b. Each Warranty/guaranty must show the Project's name, Project number, name of Contractor and telephone number, description of Warranty/guaranty, date of start, and effective time period.

9.8.4 After the Work is determined to be finally complete, the Contractor may apply for Final Payment by submitting its final Requisition for Payment which shall be accompanied by: (a) Contractor's Affidavit that payroll bills for materials and equipment and other indebtedness connected with the Work have been paid or satisfied; (b) consent of surety to final payment; (c) a certificate evidencing that all insurance required by the Contract Documents is in effect, shall remain in effect for the period required by the Contract Documents so long as annual premiums are made, and shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Owner; (d) a written statement that Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents; (e) other data required by Owner establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, security interest or other encumbrances arising out of the Contract for Construction, to the extent and in such form as may be designated by Owner; and (f) a completed set of as-built plans approved by the Professional; including RVT Family file of component being replaced. Final payment is conditioned upon the Owner's receipt of a properly completed Florida Department of Education OEF Form 209 and OEF Form 110B or equivalent. All closeout documents are to be submitted and approved within four (4) months of substantial completion, see Attachment D of the agreement.

9.8.5 Final Payment to Contractor is payment in full including retainage. Final Payment may not be issued prior to acceptance as described at Subsection 9.8.3.

9.8.6 Acceptance of Final Payment by Contractor, a Subcontractor, Sub-subcontractor or material supplier shall constitute a waiver of all claims for payment of Work performed by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Requisition of Payment.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible to Owner for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract for Construction.

10.1.2 In the event Contractor encounters on the Site material reasonably believed to be asbestos, lead, polychlorinated biphenyl (PCB), or other hazardous material which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to Owner and Professional in writing, preferably by e-mail. The Work in the affected area shall not thereafter be resumed except by written agreement of Owner and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of hazardous materials, or when it has been rendered harmless, by written instructions from Owner or in accordance with final determination by Professional or by resolution pursuant to Subsection 4.4.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees at the Site and other persons who may be affected in connection with the Work; (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; (c) other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, in the course of construction; (d) Owner's students, employees, agents or visitors. The use of animals is strictly prohibited by the Contractor, Subcontractor, etc., for security purposes at any Project Site, be it an occupied or unoccupied facility, without prior authorization by the Vice Provost of Facilities Management or Owner's duly authorized representative, in their sole discretion.

10.2.2 Contractor warrants that it is aware of and shall comply with Applicable Laws; directives of appropriate public authority having jurisdiction over the Project or Site bearing on safety of persons or property or their protection from damage, injury or loss; and give any notices required by Applicable Law.

10.2.3 Contractor shall erect and maintain, as required by existing conditions and performance of the Contract for Construction, reasonable safeguards for safety and protection, including posting danger signs and warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of explosives or other dangerous materials or equipment or when unusual methods are necessary for execution of the Work, Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5 Contractor shall promptly remedy all damage and loss to property caused in whole or in part by Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss solely attributable to acts or omissions of Owner or someone employed or retained by Owner, or by anyone for whose acts Owner may be liable, and not attributable to the fault or negligence of Contractor. The foregoing obligations of Contractor to remedy are in addition to Contractor's indemnity obligations.

10.2.6 Contractor shall designate a responsible member of Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent or safety officer unless otherwise designated by Contractor in writing to Owner and Professional. Contractor shall also designate security to protect the Project Site and materials stored off-Site against theft, vandalism, fire and accidents.

10.2.7 Contractor shall not load or permit any part of the construction or Site to be loaded so as to be unsafe.

10.2.8 Owner may, at its option, direct Contractor to replace any employee of the Contractor, Subcontractor, Sub-subcontractor and/or materialman who materially fails or refuses to adhere to Owner safety rules and regulations and/or who is disorderly and disruptive. This does not create a duty on the part of the Owner to require any replacements.

10.3 EMERGENCIES

In an emergency affecting safety of Owner's students, employees, visitors or agents, or property owned, leased or licensed by Owner, Contractor shall act, at the Owner's discretion or as a last resort in the Contractor's best judgment, to prevent threatened damage, injury or loss to said personnel and/or property. Additional compensation or extension of time claimed by Contractor on account of an emergency may be submitted as a request for Change Order.

ARTICLE 11 - UNCOVERING AND CORRECTION OF WORK

11.1 UNCOVERING OF WORK

11.1.1 If a portion of the Work is covered contrary to the Professional's request or to requirements specifically expressed in the Contract for Construction, it must, if required in writing by the Professional, be uncovered for the Professional's observation and be replaced at Contractor's expense without change in the Construction/Contract Time.

11.1.2 If a portion of the Work has been covered which the Professional has not specifically requested to observe prior to it being covered, the Professional may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract for Construction, costs of uncovering and replacement shall, by appropriate Change Order, be charged to Owner. If such Work is not in accordance with the Contract for Construction, Contractor shall pay such costs unless the condition was caused by Owner or a separate contractor in which event Owner shall be responsible for payment of such costs.

11.2 CORRECTION OF WORK, GUARANTEE AND WARRANTY

11.2.1 Contractor shall promptly correct Work rejected by the Professional or Owner as failing to conform to the requirements of the Contract for Construction, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. Contractor shall bear costs of correcting rejected Work, including additional testing, inspections, and compensation for the Professional's services and expenses made necessary thereby.

11.2.2 Except as otherwise provided in the Contract for Construction, Contractor shall guarantee the Work for five (5) years ("Guarantee Period") at no additional cost to the Owner, including but not limited for those components of the Work that the original manufactures, suppliers and installers provide warranties for longer

duration. Such guarantee commenced from the Substantial Completion date or MDC's final acceptance, final commissioned and full startup, whichever is later, and as define thereof in the Contract Document including but not limited to all required routine and preventive maintenance to maintain the Warranty enforced. The term Warranty also includes any Warranty(ies) from Subcontractors and Sub-subcontractors that the Work or any portion thereof shall be free of defects in materials and/or workmanship for the same aforesaid stated period. The terms Warranty, also includes any Warranty(ies) from equipment manufacturers or vendors that are ordinary a part of the purchase of such materials or equipment provided by the Contractor including but not limited to Owner Direct purchased equipment and materials. If within five (5) years after the date of acceptance as aforementioned, any of the Work is found to be not in accordance with the requirements of the Contract for Construction; Contractor shall correct it promptly after receipt of written notice from Owner to do so, unless Owner has previously given Contractor a written acceptance of such condition. Contractor shall also remedy any defects due thereto and pay all expenses for any damage to other portions of the Work resulting therefrom. This obligation shall survive final payment, acceptance of the Work under the Contract for Construction and termination of the Agreement. Contractor shall not be relieved of responsibility for defects, faulty materials, and/or faulty or defective workmanship within the extent and period herein provided. Contractor shall coordinate and participate in a walk-through inspection of the Work one month prior to the expiration of the warranty.

11.2.3 Contractor shall remove from the Site portions of the Work, which are not in accordance with the requirements of the Contract for Construction and are neither corrected by Contractor nor accepted by Owner.

11.2.4 If Contractor, after notice, fails to promptly correct nonconforming Work in order to comply with the terms of the guarantee, Owner or designee may correct it and Contractor and its surety shall be liable for all expenses incurred. Such action by Owner shall not relieve Contractor of further guarantee liability.

11.2.5 The provisions of Subsection 11.3 apply to nonconforming Work of Subcontractors and others working under Contractor as well as to Work performed directly by Contractor.

11.2.6 Contractor specifically warrants and guarantees the integrity of structure provided by the Contractor and/or any elements thereof to be free of water intrusion and/or excessive moisture inside the building resulting from Contractor's Work for a period of five (5) years.

11.2.7 Nothing contained in Subsection 11.3 shall be construed to establish a period of limitation with respect to other obligations, which Contractor might have under the Contract for Construction. Establishment of the time period of five (5) years as described in Subsection 11.2.2 relates only to the specific obligation of Contractor to correct the deficiencies discovered in the Work in that period, and has no relationship to the time within which the obligation to comply with the Contract for Construction may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

11.2.8 The warranties and guarantees set forth in this Article shall be in addition to all other warranties, express, implied or statutory, and shall survive the Owner's payment, acceptance, inspection of or failure to inspect the Work, and review of the Contract Documents.

11.3 ACCEPTANCE OF NONCONFORMING WORK

If Owner prefers to accept Work that is not in accordance with the requirements of the Contract for Construction, Owner may choose to do so instead of requiring its removal and correction, in which case the Contract Sum shall be reduced in an equitable amount, as determined by the Owner in its sole discretion.

ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 TESTS AND INSPECTIONS

- a. Tests, inspections and approval of portions of the Work required by the Contract for Construction, by Applicable Laws or by orders of appropriate public authority having jurisdiction over such Project or Site shall be made at an appropriate time. Contractor requesting inspection during off-hours shall bear all cost associated with the overtime charges by the provider. Contractor shall facilitate inspection of the Work at all times by Owner, the Professional and Professional's consultants or appropriate public authority having the jurisdiction over such Project or Site or

having right of entry onto the Site. Contractor shall notify the Professional and arrange a schedule for the required inspection or test. Owner shall provide for the inspection or testing and shall bear the actual cost of performing the test, unless the tests prove unsatisfactory; in which event, Contractor shall bear costs associated with re-testing.

- b. Work shall not be covered up until Contractor has received notice from the Professional that the inspection or test results are satisfactory. If any Work is covered up by Contractor without receipt of notice of satisfactory testing, Contractor shall, if required by the Professional, uncover said Work for examination and recover same in a workmanlike manner at Contractor's expense.
- c. If the Professional, Owner or appropriate public authority having jurisdiction over such Project or Site determines that portions of the Work require additional testing, inspection or approval, not included under Subsection 12.1, the Professional, upon written authorization from Owner, may order such additional testing, inspection or approval. Owner shall bear such costs, except as provided in Subsection 12.1.
- d. If such procedures for testing, inspection or approval under Subsection 12.1 and/or 12.1 reveal failure of portions of the Work to comply with the Contract for Construction, Contractor shall bear all costs made necessary by such failure, including. But not limited to, those of repeated procedures, costs involved in preparing for the tests, uncovering and recovering related Work, damage to any existing or new Work, and compensation for the Professional's services and expenses.
- e. Contractor shall bear its own administrative costs related to tests and inspections.
- f. Tests and inspections conducted pursuant to the Contract for Construction shall be made promptly to avoid unreasonable delay in the Work.
- g. If mill or factory inspection is called for, Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the inspector employed by Owner.

12.2 PROVISION OF ON-SITE AND OFF-SITE AMENITIES/UTILITIES

- a. When directed by Owner, the Contractor shall provide temporary water sufficient to supply all water needed for the Work and shall pay for all permits and for all charges for water used by Contractor and those working under Contractor.
- b. The Contractor shall provide sufficient toilet facilities for all workers employed under a Contract for Construction.
- c. Contractor shall pay for any electrical installation, service, or power used for the Work. If Contractor desires to use the power metered to Owner, permission may be granted provided Contractor connects a power line to the place designated by the Professional and pays for the power in accordance with a rate set by Owner. Contractor shall give Owner a minimum of seven (7) days written notice prior to disconnecting.

ARTICLE 13 - FORMS

13.1 The following documents/forms are additional Contract Documents or, if a Contract for Construction is issued, exhibits to a Contract for Construction:

GC Exhibit List	Form Number
A- Selection Forms	FMGC-100
B- Post Bid Modifications	FMGC-101
C- Contract Price & Compensation Schedule	FMGC-102
D- Notice to Proceed	FMGC-103
E- Payment Bond	FMGC-104
F- Performance Bond	FMGC-105
G- Public Entity Crimes Sworn Statement	FMGC-106
H- Trench Safety Act Compliance Statement	FMGC-107

I- Owner Direct Purchase Agreement	FMGC-108
J- Payment Application Checklist	FMGC-109
K- Application for Payment & Continuation Sheet	FMGC-110
L- Certified Statement for Payment	FMGC-111
M- Minority/SLBE	FMGC-112
N- Contractor's Partial Waiver and Release of Lien	FMGC-113
O- Subcontractor Partial Waiver and Release of Lien	FMGC-114
P- Contractor's Final Waiver and Release of Lien	FMGC-115
Q- Subcontractor Final Waiver and Release of Lien	FMGC-116
R- Final Payment Affidavit	FMGC-117
S- Partial Release of Retainage	FMGC-118
T- Final Release of Retainage	FMGC-119

Forms may be modified, added, or deleted from use by the Owner upon written notification to the Contractor. Such modification, addition, or deletion of forms shall not affect the Contractor's duties, responsibilities or rights, but will only go to the format of presentation of information and authorization.

The documents indicated above or exhibits listed in the General Conditions shall be provided to the Contractor, either in hardcopy or electronic copy, on an as needed basis.



DESIGN CRITERIA STANDARDS

MIAMI DADE COLLEGE
FACILITIES MANAGEMENT DEPARTMENT

January 2020

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FACILITIES MANAGEMENT DEPT.

MSV Mission Statement and Vision

PHASE SUBMITTAL DELIVERABLES CHECKLISTS

DSS Design Submittal Statement
 Phase I Schematic Design
 Phase II Design Development
 Phase III Construction Documents 50%
 Phase III Construction Documents 90%
 Phase III Construction Documents 100%
 LEED Project Checklist

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

PROVIDED AT FUTURE DATE

DIVISION 01 GENERAL REQUIREMENTS

PROVIDED AT FUTURE DATE

DIVISION 02 EXISTING CONDITIONS

02 01 00 GENERAL

02 20 00 ASSESSMENT

02 21 13 Site Surveys
 02 21 16 Building Surveys (Measured Drawings)
 02 22 00 Existing Conditions Assessment
 02 24 00 Environmental Assessment
 02 26 00 Hazardous Material Assessment

02 30 00 SUBSURFACE INVESTIGATION

02 32 00 Geotechnical Investigation

02 40 00 DEMOLITION AND STRUCTURE MOVING

02 41 00 Demolition

02 50 00 SITE REMEDIATION

DIVISION 03 CONCRETE

03 01 00 GENERAL

03 30 00 CAST-IN-PLACE CONCRETE

03 33 00 Architectural Concrete

03 40 00 PRECAST CONCRETE

03 41 00 Precast Structural Concrete
 03 47 13 Tilt-Up Concrete

03 50 00 CAST DECKS AND UNDERLAYMENT

03 52 00 Lightweight Insulating Concrete

03 60 00 GROUTING

DIVISION 04 MASONRY

04 01 00 GENERAL

04 20 00 UNIT MASONRY

04 21 00 Clay Unit Masonry (Brick)
 04 22 00 Concrete Unit Masonry
 04 23 00 Glass Unit Masonry

DIVISION 05 METALS

05 01 00 GENERAL

05 10 00 STRUCTURAL METAL FRAMING

05 12 00 Structural Steel Framing

05 20 00 METAL JOISTS

05 21 00 Steel Joist Framing

05 30 00 METAL DECKING

05 31 00 Steel Decking

05 40 00 COLD FORMED METAL FRAMING

05 50 00 METAL FABRICATIONS

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DIVISION 06 WOOD, PLASTICS AND COMPOSITES
06 01 00 GENERAL
06 10 00 ROUGH CARPENTRY
06 40 00 ARCHITECTURAL WOODWORK

06 42 00 Wood Paneling

06 60 00 PLASTIC FABRICATIONS
DIVISION 07 THERMAL AND MOISTURE PROTECTION
07 01 00 GENERAL

 07 01 50 Maintenance of Membrane Roofing
 07 01 50.19 Preparation for Re-Roofing

07 10 00 DAMP PROOFING AND WATERPROOFING

 07 11 13 Bituminous Damp proofing
 07 13 26 Self-Adhering Sheet Waterproofing
 07 14 13 Hot Fluid Applied Rubberized Asphalt Waterproofing
 07 14 16 Cold Fluid Applied Waterproofing
 07 18 00 Traffic Coatings
 07 19 00 Water repellent

07 20 00 THERMAL PROTECTION

07 21 00 Thermal Insulation

07 26 00 Vapor Retarders

07 50 00 MEMBRANE ROOFING

 07 52 16 Styrene-Butadiene-Styrene Modified Bituminous Membrane Roofing
 07 54 16 Ethylene Interpolymer (KEE) Roofing
 07 54 19 Polyvinyl-Chloride Roofing

07 60 00 FLASHING AND SHEET METAL

07 62 00 Sheet Metal Flashing and trim

07 70 00 ROOF AND WALL SPECIALTIES ACCESSORIES

 07 71 23 Gutters and Downspouts
 07 71 29 Roof Expansion Joints
 07 72 33 Roof Hatches

07 80 00 FIRE AND SMOKE PROTECTION

 07 81 00 Applied Fireproofing
 07 84 13 Penetration Fireproofing
 07 84 43 Joint Firestopping

07 90 00 JOINT PROTECTION

 07 92 00 Joint Sealants
 07 95 00 Expansion Control
 07 95 13 Expansion Joint Cover Assemblies

DIVISION 08 OPENINGS
08 01 00 GENERAL
08 10 00 DOORS AND FRAMES

08 13 00 Metal Doors (Exterior)

08 14 00 Wood Doors (Interior)

08 30 00 SPECIALTY DOORS AND FRAMES
08 40 00 ENTRANCES, STOREFRONT AND CURTAIN WALLS
08 50 00 WINDOWS
08 60 00 ROOF WINDOWS AND SKYLIGHTS
08 70 00 HARDWARE
08 80 00 GLAZING

 08 81 00 Glass Glazing (Interior and Exterior)
 08 83 00 Mirrors

08 90 00 LOUVERS
DIVISION 09 FINISHES
09 01 00 GENERAL

09 06 00 Schedules for finishes

09 20 00 PLASTER AND GYPSUM BOARD

 09 21 00 Plaster and Gypsum Board Assemblies
 09 29 00 Gypsum Board

09 30 00 TILING

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09 50 00 CEILINGS
 09 51 00 Acoustical Ceilings
 09 54 00 Specialty Ceilings

09 60 00 FLOORING
 09 64 00 Wood Flooring
 09 65 00 Resilient Flooring
 09 66 00 Terrazzo Flooring
 09 67 00 Fluid-Applied Flooring
 09 68 00 Carpeting

09 70 00 WALL FINISHES

09 90 00 PAINTING AND COATING

DIVISION 10 SPECIALTIES

10 01 00 GENERAL

10 10 00 INFORMATION SPECIALTIES

10 11 00 Visual Display Units
 10 12 00 Display Cases
 10 13 00 Directories
 10 13 13 Electronic Directories
 10 14 00 Signage
 10 14 16 Plaques
 10 14 19 Dimensional Letter Signage

10 20 00 INTERIOR SPECIALTIES

10 21 13 Toilet Compartments
 10 21 16 Shower and Dressing Compartments

10 21 23 Cubicle Curtains and Tracks
 10 22 13 Wire Mesh door and partitions
 10 22 23 Movable Panel Systems
 10 26 00 Wall and Door Protection
 10 28 13 Commercial Toilet Accessories

10 40 00 SAFETY SPECIALTIES

10 41 00 Emergency Access and Information
 Cabinets
 10 44 16 Fire Extinguishers

10 50 00 STORAGE SPECIALTIES

10 51 13 Metal Lockers
 10 55 13 Central Mail Delivery Boxes
 10 56 13 Metal Storage Shelving

10 70 00 EXTERIOR SPECIALTIES

10 71 13 Exterior Sun Control Devices
 10 73 16 Metal Canopies
 10 75 00 Flagpoles

DIVISION 11 EQUIPMENT

11 01 00 GENERAL

11 10 00 VEHICLE AND PEDESTRIAN EQUIPMENT

11 11 36.13 Commercial Electric Vehicle Charging Unit
 11 12 00 Parking Control Equipment
 11 13 00 Loading Dock Equipment

11 40 00 FOOD SERVICE EQUIPMENT

11 41 33 Foodservice Shelving
 11 48 13 Commercial Dishwashers

11 50 00 EDUCATIONAL AND SCIENTIFIC EQUIPMENT

11 52 00 Audio Visual Equipment
 11 52 13 Projection Screen
 11 53 00 Laboratory Equipment

11 60 00 ENTERTAINMENT AND RECREATION EQUIPMENT

11 61 43 Stage Curtains

11 80 00 FACILITY MAINTENANCE AND OPERATION EQUIPMENT

11 90 00 OTHER EQUIPMENT

11 95 13 Kilns

DIVISION 12 FURNISHINGS

12 01 00 GENERAL

12 10 00 ART

12 20 00 WINDOW TREATMENT

12 30 00 CASEWORK

12 36 40 Stone Countertops

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12 40 00	FURNISHINGS AND ACCESSORIES	14 27 00	Elevator Cab Finishes (MDC standards)	22 10 00	PLUMBING PIPING
12 48 00	Rugs and Mats			22 11 23	Domestic Water Pumps
12 50 00	FURNITURE	14 30 00	ESCALATORS AND MOVING WALKS	22 13 23	Sanitary Waste Interceptors
12 56 51	Library Furniture	14 40 00	LIFTS	22 14 29	Sump Pumps
12 60 00	MULTIPLE SEATING	14 42 00	Wheelchair Lifts	22 15 00	General Service Compressed Air Systems
12 61 00	Fixed Audience Seating			22 40 00	PLUMBING FIXTURES
12 66 00	Telescoping Stands	DIVISION 15-20 (Not used)		22 60 00	GAS & VACUUM SYSTEMS FOR LABORATORY, HEALTHCARE AND FOOD SERVICE FACILITIES
12 90 00	OTHER FURNISHINGS	DIVISION 21 FIRE PROTECTION			
12 92 00	Interior Planters and Artificial Plants	21 00 01	GENERAL	DIVISION 23 HVAC	
12 93 00	Interior Public Space Furnishings	21 10 00	WATER BASED FIRE SUPPRESSION SYSTEMS	23 01 00	GENERAL
DIVISION 13 (Not used)		21 30 00	FIRE PUMPS	23 08 00	HVAC Commissioning
DIVISION 14 CONVEYING EQUIPMENT				23 09 00	Instrumentation and Control for HVAC
14 01 00	GENERAL	DIVISION 22 PLUMBING		23 09 23	Direct Digital Control System for HVAC
14 01 10	Dumbwaiter Rehabilitation	22 01 00	GENERAL	23 20 00	HVAC PIPING AND PUMPS
14 01 20	Elevator Rehabilitation	22 05 29	Hangers and Supports for Plumbing Piping and Equipment	23 30 00	HVAC AIR DISTRIBUTION
14 10 00	DUMBWAITERS	22 05 53	Identification for Plumbing Piping and Equipment	23 31 00	HVAC Ducts and Casing
14 20 00	ELEVATORS	22 07 16	Plumbing Equipment Insulation	23 34 00	HVAC Fans
14 21 00	Electric Traction Elevators (Passenger)	22 07 19	Plumbing Piping Insulation	23 60 00	CENTRAL COOLING EQUIPMENT
14 21 13	Electric Traction Elevators (Freight)			23 64 00	Package Water Chillers
14 24 00	Hydraulic Elevators (Passenger)			23 65 00	Cooling Towers
14 24 13	Hydraulic Elevators (Freight)				
14 24 23	Passenger Elevators				

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23 70 00 CENTRAL HVAC EQUIPMENT

23 72 00 Air-to-Air Energy
Recovery Equipment

23 80 00 DECENTRALIZED HVAC EQUIPMENT

DIVISION 24-25 (Not used)

DIVISION 26 ELECTRICAL

26 01 00 GENERAL

26 08 00 Commissioning of Electrical Systems
26 09 13 Electrical Power Monitoring

26 20 00 LOW VOLTAGE ELECTRICAL DISTRIBUTION

26 30 00 FACILITY ELECTRICAL POWER GENERATING AND STORING EQUIPMENT

26 40 00 ELECTRICAL PROTECTION

26 50 00 LIGHTING

DIVISION 27 COMMUNICATIONS

27 01 00 GENERAL

27 05 00 Common Work Results for
Communications

27 10 00 STRUCTURED CABLING

27 11 00 Communications Equipment Room
Fittings
27 15 00 Horizontal Cabling
27 16 00 Communications Connecting Cords,
Devices and Adapters

27 40 00 AUDIO-VIDEO COMMUNICATIONS

DIVISION 28 ELECTRONIC SAFETY SECURITY

28 01 00 GENERAL

28 05 00 Intrusion Detection and
Access Control

28 10 00 FIRE DETECTION AND ALARM SYSTEM

28 20 00 VIDEO SURVEILLANCE

28 40 00 LIFE SAFETY

28 48 00 Emergency Response systems

DIVISION 29-30 (Not used)

DIVISION 31 EARTHWORK

31 00 01 GENERAL

31 10 00 SITE CLEARING

31 10 01 Dig Permits

32 20 00 EARTH MOVING

31 23 00 Excavation, Backfill, and Compaction
31 23 19 Dewatering

31 30 00 EARTHWORK METHODS

31 31 00 Soil Treatment
31 31 16 Termite Control

31 60 00 SPECIAL FOUNDATIONS AND LOAD- BEARING ELEMENTS

31 62 13 Concrete Piles

DIVISION 32 EXTERIOR IMPROVEMENTS

32 01 00 GENERAL

32 02 00 Civil

32 10 00 BASES, BALLASTS, AND PAVING

32 10 01 General
32 10 02 Paving and Surfacing
32 10 03 Electric Vehicle Supply Equipment
Requirements
32 10 04 Protection of the Work
32 10 05 Repair of Pavement
32 12 16 Asphalt Paving
32 13 13 Concrete Paving
32 13 16 Decorative Concrete Paving
32 13 73 Concrete Paving Joint Sealants
32 14 00 Unit Paving
32 14 43 Permeable Unit Paving

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32 17 13	Parking Bumpers
32 17 16	Manufactured Traffic-Calming Devices
32 17 23	Pavement Markings
32 18 01	Athletic Fields and Hardcourts

32 30 00 SITE IMPROVEMENTS

32 30 01	Bicycle Facilities
32 30 02	Guardrails
32 30 03	Traffic Signage
32 30 04	Traffic Signals
32 30 05	Vision Triangle
32 31 00	Fence and Gates
32 31 13	Chain Link Fences and Gates
32 31 19	Decorative Fences and Gates
32 33 00	Site Furnishings

32 80 00 IRRIGATION

32 80 01 GENERAL

32 81 00	Irrigation Components and Guidelines
32 82 00	Irrigation Pumps
32 84 00	Planting Irrigation
32 84 13	Drip Irrigation

32 90 00 PLANTING

32 01 00 GENERAL

32 91 00	Planting Preparation and Guidelines
32 91 13	Soil Preparation
32 91 13.16	Mulch
32 91 13.19	Planting Soil Mixing
32 91 16	Planting Soil Stabilization
32 91 19	Landscape Grading
32 92 00	Turf and Grasses
32 93 00	Plants
32 96 00	Transplanting

PLANTING GUIDELINES

32 93 00 B GENERAL

32 93 00 B.1	Tree Replacement Notes and Guidelines
32 93 00 B.2	Recommended Planting Lists
32 93 00 B.3	Prohibited Planting List
32 93 00 B.4	Typical Landscape Details (SK-32.01-Sk-32.11)

DIVISION 33 UTILITIES

33 01 00 GENERAL

33 05 09.43	Wet Taps
33 05 61.1	Sanitary Sewerage Manholes and Structures
33 05 61.2	Stormwater Manholes and Structures

33 05 97	Identification and Signage for Utilities
33 08 10	Commissioning of Water Utilities
33 08 30	Commissioning of Sanitary Sewerage Utilities
33 08 40	Commissioning of Stormwater Utilities

33 10 00 WATER UTILITIES

33 14 00	Potable Water Systems
33 14 19.1	Backflow Prevention
33 14 19.2	Hydrants
33 19 00	Metering

33 30 00 SANITARY SEWERAGE

33 31 00	Sanitary Sewerage Piping
33 32 00	Sanitary Sewerage Equipment

33 40 00 STORMWATER UTILITIES

33 42 00	Stormwater Conveyance
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33 50 00 GAS SERVICE

33 60 00 HOT/CHILLED WATER

33 70 00 SITE ELECTRICAL

DESIGN CRITERIA – EDIT REQUEST

END OF TABLE OF CONTENTS

MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

MSV

FACILITIES MANAGEMENT DEPARTMENT

MISSION

To provide a safe, high-performance, well-maintained physical environment by practicing responsible stewardship in the planning and delivery of all facility-related services.

VISION

To be a nationally recognized leader in the creation and care of innovative environments that inspire student learning and enrich our community.

LEADERSHIP

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FACILITIES MANAGEMENT DEPARTMENT

STANDARD OPERATING
CHARTER

MISSION

VISION

LEADERSHIP

ORGANIZATIONAL CHART

FUNCTIONAL GROUPS



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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ORGANIZATIONAL CHART

Please refer to attached link for the organizational chart for the Facilities Management Department.

<https://www.mdc.edu/facilities/docs/organizational-charts.pdf>

FUNCTIONAL GROUPS

Facilities Budget Management

Facilities Budget Management area is responsible for the department's fiscal operations including budget development, accounts payable, purchasing, and administrative services.

Contracts Management

Contracts Management area is responsible for the development and maintenance of all facilities management contracts for outsourced services and the current database for all RFQ's and contract-required documents.

Maintenance Operations

Maintenance Operations area is responsible for the maintenance and repair of the physical plant and grounds of Miami Dade College which consists of 134 buildings across 8 campuses totaling approximately 6.6 million net square feet.

Planning

Facilities Planning area is responsible for all facilities inventory and State reporting functions including the implementation of the annual Capital Improvement Plan and the Educational Plant Survey.

MSV



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**MSV****Project Management**

Project Management area is responsible for the development of all facets of minor and major capital projects for the college's 8 campuses from inception through design, construction, move-in and post-occupancy evaluation.

Emergency Management

The mission of the Office of Emergency Preparedness (OEP) is to ensure the college is a disaster resilient institution of higher education by incorporating a “whole community” approach in its mitigation strategy to: prepare for, respond to, and recover from natural disasters or man-made hazards as a core capability.

This information is also available on MDC's departmental website: <https://www.mdc.edu/facilities/>



MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

DSS

DESIGN SUBMITTAL STATEMENT

I, _____ Principal of _____,
(Name of Principal) (Name of A/E Firm)

Hereby certify that all the documents submitted for _____,

have been coordinated among all the following design and/or specialty disciplines:

(Mark all that apply.)

- () *electrical*
- () *mechanical*
- () *structural*
- () *civil*
- () *landscape*
- () *estimating*
- () *specifications*
- () *other*

_____ *specify other specialty discipline(s)*

AND

Attest that to the best of my knowledge and professional belief, these documents are in compliance with the applicable state codes and MDCPS requirements (provide evidence by attaching complete deliverables checklist).

Signature

Date



MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

PHASE I

Schematic Design Documents

- ☐ (a) Title Sheet, clearly labeled "Phase I", which includes all required data.
- ☐ (b) **A/E to obtain and/or provide the following material reports as per division 02:**
1. Existing Condition Assessment
 - ☐ • Movement and vibration assessment
 - ☐ • Acoustic assessment
 - ☐ • Traffic assessment
 - ☐ • Accessibility assessment
 - ☐ • Landscape assessment
 2. Environmental Assessment
 - ☐ • Natural environment assessment
 - ☐ • Air assessment
 - ☐ • Water assessment
 - ☐ • Land assessment
 - ☐ • Soil assessment
 3. Hazardous Material Reports
 - ☐ • Asbestos assessment
 - ☐ • Lead assessment
 - ☐ • Polychlorinated biphenyl assessment
 - ☐ • Biological assessment
 - ☐ • Mold assessment
- ☐ (c) Site Plan showing walls, roads, parking areas, existing and proposed contours, building locations and sizes, significant utility lines, and adjoining land use.
- ☐ (d) Documents including:
1. 1/8" floor plans showing:
 - ☐ • Programmed and Mechanical Spaces.
 - ☐ • Wall Thickness
 - ☐ • Room Sizes with Room Type and Number Identification
 - ☐ • Layouts of All Fixed Equipment
 2. 1/4" Area Plans or More Complex Areas of Work, Including:
 - ☐ • Labs
 - ☐ • Kitchens
 - ☐ • Mechanical Equipment Rooms
 - ☐ • FF&E layout, including toilet rooms, labs. and kitchens (incl. I.C. and N.I.C. equipment)

PHASE I

SCHEMATIC DESIGN

DATE

PROJECT NAME

PROJECT #

A/E

A/E SIGNATURE



MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

3. Exterior elevations of all facades showing:
- ☐ • Finished Grades
 - ☐ • Floor Elevation
 - ☐ • Fenestration
 - ☐ • Materials
4. Reflected ceiling plans showing:
- ☐ • Lighting Layouts
- ☐ (e) Engineering Narratives
- ☐ • Civil
 - ☐ • Landscape
 - ☐ • Mechanical
 - ☐ • Electrical
 - ☐ • Plumbing
 - ☐ • Structure
- ☐ (f) Index of Outline specifications
- ☐ • Include specification index for all items to be included in the project.
- ☐ (g) LEED minimum program compliance as per attached checklist at end of file. A/E to certify that a coordination meeting was scheduled during Phase I to delineate strategy to achieve LEED points as required by contract, including identifying equipment to complete a Life Cycle Cost Analysis (LCCA).
- ☐ (h) A completed Phase I deliverable checklist certifying that all required items are part of the Submittal.
- ☐ (i) A statement/checklist that certifies that the A/E has checked all documents for proper coordination of work among the different disciplines.

MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST



PHASE II

Design Development Documents

- ☐ (a) Title Sheet, clearly labeled "Phase II", which includes all required data.
- ☐ (b) Documents. Shall include in addition to the Phase I requirements the following:
 1. Site plan showing:
 - ☐ • Acreage
 - ☐ • Points of The Compass
 - ☐ • Scale
 - ☐ • Contours and General Topographical Conditions
 - ☐ • Flood Plain Elevation and Velocity Zone
 - ☐ • Overall Dimensions
 - ☐ • Adjacent Highways
 - ☐ • Roads
 - ☐ • Emergency Access
 - ☐ • Fire Hydrants
 - ☐ • Power Transmission Lines
 - ☐ • Transmission Lines
 - ☐ • Ownership and Use of Adjacent Land
 - ☐ • Walks and Paths
 - ☐ • Vehicle and Bike Parking Areas
 - ☐ • Accessibility for the Disabled
 - ☐ • Service Areas
 - ☐ • Play Areas
 - ☐ • Bus and Car Loading Zones
 - ☐ • Existing Buildings and Use
 - ☐ • Location of Proposed Building(s) and Future Additions
 - ☐ • Community Use Buildings
 - ☐ • Phased Construction
 2. A statement on the site plan signed and dated by the A/E of record, identifying:
 - ☐ • The FEMA flood plain
 - ☐ • Velocity zone in which the project is located
 3. Evidence showing that the required environmental studies have been completed.
 4. Landscaping
 - ☐ • Landscaping
 - ☐ • Drainage
 - ☐ • Water Retention Ponds
 - ☐ • Sewage Disposal and Water Supply Systems
 - ☐ • Such physical features that may adversely affect or enhance the safety, health, welfare, visual

PHASE II

DESIGN DEVELOPMENT

DATE

PROJECT NAME

PROJECT #

A/E

A/E SIGNATURE



MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST



- environment, or comfort of the occupants
5. A statement on the site plan, signed and dated by the design professional, identifying:
 - ☐ • The number of existing trees
 - ☐ • The number of required trees
 - ☐ • The number of new trees to be planted
 6. Soil testing results.
 - ☐ • Include soil report. When special foundation problems occur, submit the proposed method of treatment.
 7. Floor plans shall include, but not be limited to, the following:
 - a. A floor plan drawn at an architectural scale that will allow the entire facility to be shown on one sheet, without breaklines.
 - b. 1/4" Min. Floor plans drawn at a larger scale showing:
 - ☐ • Typical Student Occupied Spaces or Special Rooms with Dimension
 - ☐ • Equipment and Furnishing Layouts
 - ☐ • Sanitary Facilities
 - ☐ • Stairs
 - ☐ • Elevators
 - ☐ • Identification of Accessible Areas for the Disabled
 - c. Floor Plans for Additions to an Existing Facility that Indicate:
 - ☐ • Connections and tie-ins to the Building
 - ☐ • Include All Existing Spaces
 - ☐ • Exits
 - ☐ • Plumbing Fixtures and Locations
 - ☐ • Any Proposed Changes Thereto
 - ☐ • And Distinguish Between New and Existing Areas for Renovation, Remodeling or an Addition
 8. Plans and diagrams (riser) illustrating:
 - ☐ • Basic Structural Systems that Establish Size/Relationship Requirements
 - ☐ • Basic Mechanical Systems that Establish Size/Relationship Requirements
 - ☐ • Basic Electrical Systems that Establish Size/Relationship Requirements
 - ☐ • Floor Plans shall clearly indicate dimensions and locations of electrical utility company Transformer or Vault, Switchgear Room, Electrical, IT Rooms, and routing of incoming electric and Telephone Utilities
 - ☐ • Preliminary rough order of magnitude load summaries shall be shown for normal and emergency power
 9. Building and typical wall sections, including:
 - ☐ • Roof and Footing
 - ☐ • Column and Beam Schedule
 - ☐ • Foundation Plans. Reinforcement, and Preliminary Calculations
 10. Preliminary schedules
 11. 1/8" Min. Life-safety plan showing:



MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

- ☐ • exit strategy
- ☐ • rated doors and walls
- ☐ • emergency wall openings
- ☐ • working stage protection
- ☐ • range and fume hoods
- ☐ • eye wash
- ☐ • emergency showers
- ☐ • Brief calculation of Life Safety Items
 - a. By symbol, indicate:
 - ☐ • Fire Sprinklers If Provided
 - ☐ • Fire Alarm Equipment
 - ☐ • Smoke Vents
 - ☐ • Master Valves and Emergency Disconnects
 - ☐ • Emergency Lighting
 - ☐ • Emergency Power Equipment
 - ☐ • Fire Extinguishers
 - ☐ • Exit Signs
 - ☐ • Smoke and Fire Dampers
 - ☐ • Other Life-Safety Equipment Relevant to the Facility
 - b. By symbol, indicate connections and tie-ins to existing equipment.
- 12. Plumbing fixture
 - ☐ • Locations and fixture unit calculations.
- 13. 1/8" Min. Elevations
 - ☐ • A minimum of two (2) exterior building elevations, and others as necessary to show the general character of the facility.
- 14. 1/8" Min. Typical building sections showing:
 - ☐ • Dimensions
 - ☐ • Proposed Construction Materials
 - ☐ • Relationship of Finished Floor to Finished Grades.
- 15. Outline Specifications, with General Descriptions of:
 - ☐ • Finishes
 - ☐ • Materials
 - ☐ • Systems Including:
 - ☐ • HVAC
 - ☐ • Electrical
 - ☐ • Plumbing
 - ☐ • specialty items, including fire sprinklers, if proposed.
- ☐ (c) Life-Cycle Cost Analysis (LCCA). LCCA by a commercially available life-cycle cost analysis program. Include assumptions made and or data sources, must include equipment, installation, energy, water, operational and maintenance costs, as well as any overhauls or other costs. Identify potential utility

MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST



- ☐ (d) rebates. To be updated in selecting specific equipment.
- ☐ (d) Florida Energy Efficiency Code for Building Construction (FEEC) forms, including:
 - Calculations for Mechanical Systems.
 - Documenting Energy Efficiency Ratio Rating of HVAC Equipment
 - Electrical Systems
 - Insulation and Building Envelope
- ☐ (e) LEED minimum program compliance as per attached checklist at end of file. A/E to certify that a coordination meeting was scheduled during Phase II to delineate/update strategy to achieve LEED points as required by contract
- ☐ (f) Present to MDC preliminary finish options for review and approval
- ☐ (g) Written responses to all outstanding comments/mandatories from previous phase I



MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

 50%

PHASE III

Construction Documents (50%)

- ☐ (a) Title Sheet clearly labeled and dated indicating "50% Construction Documents".
- ☐ (b) Documents. Shall include, in addition to Phase I & II requirements, the following:
- ☐ 1. Key Plan/Drawing Index identifying areas of the work-to be used as a reference for the various indexed drawing.
 - ☐ 2. Site Plans:
 - ☐ • Indicating architectural features (sidewalks, ramps, paving, etc.)
 - ☐ • Indicating engineering features (underground lines, catch basins, etc.)
 - ☐ • If new site development, a separate drawing for cut and fill.
 - ☐ • Phasing plans and time work is to be completed.
 - ☐ • Associate narrative for each phase
 - ☐ 3. Exterior elevations of facades in new construction and affected elevations in existing facilities
 - ☐ 4. Interior elevations, to include but not be limited to:
 - ☐ • Toilet rooms
 - ☐ • Locker/shower rooms
 - ☐ • Food Service areas
 - ☐ • Casework installations
 - ☐ • Typical chalkboard/tackboard installations
 - ☐ • Typical signage installations
 - ☐ • Doors and Windows
 - ☐ • Outlet location
 - ☐ • Wall lighting, Fire alarm devices, PA, Clocks
 - ☐ • Architectural millwork
 - ☐ • Finishes
 - ☐ • Paint plans
 - ☐ • Finish floor plans
 - ☐ 5. • Roofing plan where new roofing or reroofing is involved.
 - ☐ 6. • Foundation plan
 - ☐ 7. • Wall sections and partition sections identified with reference to a section
 - ☐ 8. • Schedules (minimum)
 - ☐ • Door
 - ☐ • Window

PHASE III

CONSTRUCTION DOCUMENTS 50%

 DATE

 PROJECT NAME

 PROJECT #

 A/E

 A/E SIGNATURE


MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

 50%

- ☐ • Hardware
- ☐ • Equipment (including Owner-furnished and installed)
- ☐ • Casework
- ☐ • Electrical panels and equipment
- ☐ • Column, beam, and footings
- ☐ • Room finishes
- ☐ • Space charts (on floor plans)
- ☐ • Others, as required by PM
- ☐ 9. Reflected ceiling plan indicating tile grid, lights, diffusers, soffits, etc. if the ceiling is being installed or modified.
- ☐ 10. Safety Barrier/fence locations
 - ☐ • Show phasing, required barricades and site security fencing
 - ☐ • Provide adequate narrative on appropriate drawings
- ☐ 11. Structural:
 - ☐ • General Structural Notes indicating material basic information (concrete strength, steel ASTM designation, etc.).
 - ☐ • Progress beams columns and footings schedules and floor plans.
 - ☐ • Elevation designations for all levels.
 - ☐ • Sections.
 - ☐ • Soil investigation and recommendations report signed and sealed by Registered Geotechnical Engineer.
 - ☐ • Uplift pressure diagram by zones as per ASCE 7-93.
 - ☐ • Preliminary Structural design calculations
- ☐ 12. HVAC/Electrical/Plumbing/Civil:
 - ☐ • Electrical Vehicle Charging stations, Solar water heating, Photovoltaic (Solar Energy) and power monitoring need to be added and checked if applicable.
 - ☐ • Preliminary set of specifications.
 - ☐ • Preliminary detailed and itemized construction cost estimate according to contract requirements, including the updated LCCA with any applicable rebates or incentives from FPL for energy efficient equipment.
 - ☐ • Progress drawings coordinated with plans and specifications of structural, architectural, electrical, civil, laboratory equipment supplier, kitchen equipment supplier work, and not-in-contract equipment.
- ☐ 13. Progress Mechanical and Electrical coordination shall include the following:
 - ☐ • Electrical Floor plans should indicate room numbers, light density in Watts per Square Foot, and lighting levels in foot-candles, for each room/space shown.

MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

 50%

- ☐ • Show location of Electrical Panels, TV, Fire Alarm, Intercom, Security, Surveillance and Telephone/Data equipment. Show ¼" scale or larger layout of Switchgear Room and Electric Rooms with all equipment drawn to scale.
- ☐ • Show Lighting Layout for all spaces including Site Lighting. Show detailed information on all Lighting Systems, Device Locations for all Electrical Systems, and connections for all Mechanical Systems Equipment including the interlock with the BAS of lighting occupancy sensors. This shall include all power and data connections for receptacles, computers, printers, telecommunications and audio visual devices.
- ☐ • Show overall Life Safety Plan, including Emergency and Exit Lighting, Fire Alarm initiation and notification devices and Intercom.
- ☐ • Provide riser diagrams for the following: Utility Source, Service Entrance, Distribution Equipment, Feeders, Panelboards, Telephone/Data, Fire Alarm, Intercom Systems, Access Control and Surveillance Systems.
- ☐ • Provide the following Schedules: Panel Schedules, Feeder Schedules, Transformer Schedules, Power Generation and Photovoltaic Systems.
- ☐ • Plans for all Lighting, Power, and Systems shall be on 1/8" scale (minimum). Lighting plans shall be on separate sheets from Power. Also, Fire Alarm Systems shall be shown on separate drawings. Telephone/Data, Intercom, Surveillance Access Control and Security Systems may be combined on the same drawing or be shown separately.
- ☐ • Reflected Ceiling Plans, showing Lighting, shall also show location of all devices including and not limited to ceiling diffusers, sprinkler heads, speakers and strobes
- ☐ • Equipment capacities, voltages, and phasing.
- ☐ • Wiring diagrams and control sequence narrative.
- ☐ • Additional materials and equipment furnished and installed by specific trades.
- ☐ • Plumbing and HVAC controls.
- ☐ • Progress motor control component diagrams noting factory, and field wiring.
- ☐ • Progress temperature control component diagrams noting specific contractor responsibility.
- ☐ • Progress HVAC air distribution system and equipment including valving, instrumentation, controls, temperature sensors, smoke detectors, humidistats, and other associated components.
- ☐ • Progress plumbing and HVAC piping system component diagrams including details of control and coil valving, strainers, thermometers, pressure gages with pressure snubbers, shut-off cocks, and other associated components.
- ☐ • Progress control diagrams for kitchen ventilation system including components.
- ☐ • Progress BAS/controls schedule to include controls hardware, monitoring and control points identifying equipment monitored/controlled and sequence of operations.
- ☐ • Provide the following, but not limited to, drawings, details, and schedules:
- ☐ HVAC schedules with reference flag notation to be used in equipment rooms for identification.

MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

 50%

- ☐ • Progress Plumbing schedules.
- ☐ • Progress fan schedules including area served by type of fan, wheel, arrangement, CFM, static pressures in inches of WG, maximum allowable brake horsepower, speed, voltage, phase, and zone ratings.
- ☐ • Roof curbs, flashing details, platforms, hanging and support methods, vibration isolators, housekeeping pads, and other equipment mounting details.
- ☐ • Duct and piping roof penetration details.
- ☐ • Ductwork flags indicating SMACNA pressure change construction classifications.
- ☐ • Indicate insulation requirements at fringe areas to indicate interior, exterior, exposed, or concealed.
- ☐ • Fire damper and fire/smoke damper mounting details.
- ☐ • Coil connections, water treatment, air compressor controls, expansion tanks, duct fittings, branch takeouts, splinters, lab equipment, and other equipment or installation details required for clarity.
- ☐ • Vertical or horizontal duct, pipe, and insulation supports.
- ☐ • Architectural life safety plan indicating fire rated walls coordinated with mechanical and fire protection drawings.
- ☐ • Fire protection system layout if required including hydraulic calculations according to NFPA.
- ☐ 14. Provide 1/4" or larger scale drawings including, but not limited to, the following congested areas.
 - ☐ • Group toilets.
 - ☐ • Group showers.
 - ☐ • Laboratories.
 - ☐ • Kitchens.
 - ☐ • Equipment rooms.
 - ☐ • Plumbing Sections and details.
 - ☐ • Provide riser diagrams as applicable for: sanitary, domestic water, storm drainage, gas, acid, compressed air, solar energy system, chiller equipment room
 - ☐ • Riser diagrams.
- ☐ 15. Plumbing and civil drawings shall include the following in addition to the general requirements:
 - ☐ • Adjacent streets located and identified.
 - ☐ • Existing, new, and future construction located and identified including curbing, fences, and gates.
 - ☐ • Finished NVGD elevations of existing and new construction to include finish floors, walks, roadways, and landscaped or play areas.
 - ☐ • Plumbing legend and abbreviations.
 - ☐ • Correct job title.
 - ☐ • Locate and provide sizing, loads including fixture units, materials, maximum and minimum pressures, slopes and inverts at building exit, obstructions or other lines, and points of connection

MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

 50%

within property lines of the following:

- ☐ • Sewer, drainage, gas, fuel oil, fire, and water lines.
- ☐ • Chilled water and heating lines.
- ☐ • Wells, manholes, tanks, catch basins, soakage pits, french drains, septic tanks, and drain fields.
- ☐ • Potential hazards or obstructions for plumbing system installation created by existing or new utilities or construction.
- ☐ • Distance separation noted between building foundations and parallel pressure, sewer, or drainage lines to avoid pressure gradients and undermining conditions.
- ☐ 16. Drawings and specifications shall assign sole responsibility to the contractor:
 - ☐ • For locating buried pipes and duct banks, with hand trenching as necessary.
 - ☐ • To repair damage at the contractor's expense.
 - ☐ • Extension of utilities to grassed areas to provide for future building connections. Provide line termination with cap or plug in valve boxes or valves at pressure lines if new construction is scheduled within 3 years.
 - ☐ • Note on site plan "CONTRACTOR SHALL VERIFY DEPTHS AND LOCATIONS OF CONNECTION POINTS TO EXISTING PRESSURE LINES AND DRAINAGE LINES BEFORE STARTING WORK".
 - ☐ • Minimum and maximum water pressures.
 - ☐ • At line connections and appropriate intervals, identify slopes and loads as existing, capacity available, future, and maximum allowable. Loads shall be noted as follows:
 - ☐ • Fixture units at sewer or water lines.
 - ☐ • Square footage of roof and paved areas for storm drainage lines.
 - ☐ • Tonnage on HVAC condensate lines.
 - ☐ • Type, pressure, material, and cubic feet per hour of gas lines.
 - ☐ • Gallons per minute at fire lines.
 - ☐ • Locations, size, and identify adjacent and on-site domestic water lines, fire lines, and facility water meters.
 - ☐ • A heating and air-conditioning site plan of large central systems. Small systems may be shown on plumbing site plan if properly cross referenced.
- ☐ 17. Plumbing floor plans shall include the following:
 - ☐ • Plumbing connections of fixtures and equipment to the appropriate system.
 - ☐ • Fixture and equipment identification by the common name abbreviation and a number of each different model of the same type on risers, details, and other drawing locations.

Examples:



MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

 50%

WC-1	Water closet
WC-2	Water closet, ADA accessible
L-1	Lavatory, wall hung
L-2	Lavatory, counter top
L-3	Lavatory, ADA accessible
SK-1	Sink, stainless steel
SK-2	Sink, enameled cast iron
ARSK-1	Acid resistant sink
EWC-1	Electric water cooler
EWC-2	Electric water cooler (ADA accessible)
PLTR-1	Plaster trap
FD-1	Floor drain
HD-1	Fume Hood

- ☐ • Routings shall be generally parallel building walls. Standardized symbols and text shall locate and identify lines rises, drops, valves, cleanouts, and other related items
- ☐ • Locate plumbing lines at finished areas in chases. Lines routed in stud partitions shall be coordinated with electrical and other trades to insure adequate fit. Block walls shall not be cut to install vertical or horizontal lines.
- ☐ 18. Note elevations on floor plans of:
 - ☐ • Sanitary lines underground.
 - ☐ • Storm lines underground.
 - ☐ • Acid waste lines underground.
 - ☐ • Plumbing lines at obstructions, offsets at HVAC ducts, allowable beam penetrations, and limited or congested areas shall be detailed separately or shown on 1/4" per foot minimum scale drawings.
 - ☐ • Pressure lines, gravity lines, or systems grouped for compatibility at congested areas may be shown on separate drawings. Reference separated systems to a specific drawing.
 - ☐ • Coordinate storm drainage system for roof material, roof assembly thickness, gutter, downspout sizes, and locations. (detail at roof sumps).
 - ☐ • Insulation for condensation protection is not necessary for rain water leaders, domestic cold water lines, or other similar systems unless installed in a plenum
 - ☐ • Field tag numbers of installed valves shall correspond to drawing valve number identification.
 - ☐ • Reference line continuation at match lines or drawings of a different scale to a specific drawing.
 - ☐ • Isometric drawings shall provide an ellipse at slab penetrations.
 - ☐ • Identify and provide utilities to NIC equipment to be installed by contractor or for future installation by others with provision of utilities.

MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

III 50%

- ☐ • Isolation valves for groups of fixtures for domestic water lines.
- ☐ (c) Before 50% submittal, consult with personnel from MDC Facilities Operations Maintenance, Office of Emergency Management (OEM), and MDC Police, to identify final locations to receive access control system, motion detectors and other security measures.
- ☐ (d) Submit final color board for MDC approval as per Division 09 under "General Requirements".
- ☐ (e) A completed Phase III (50%) deliverable checklist certifying that all required items are part of the submittal. Signature certifies that the A/E has checked all documents for proper coordination of work among the different disciplines.
- ☐ (f) Written responses to all outstanding comments/mandatories from previous phase II

MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

 90%

PHASE III

Construction Documents (90%)

- ☐ (a) Title Sheet clearly labeled and dated indicating "90% Construction Documents".
- ☐ (b) Documents. Shall include, in addition to Phase I, II & III 50% requirements, the following:
- ☐ 1. Key Plan/Drawing Index identifying areas of the work-to be used as a reference for the various indexed drawing.
 - ☐ 2. Site Plans:
 - ☐ • Indicating architectural features (sidewalks, ramps, paving, etc.)
 - ☐ • Indicating engineering features (underground lines, catch basins, etc.)
 - ☐ • If new site development, a separate drawing for cut and fill.
 - ☐ • Phasing plans and time work is to be completed.
 - ☐ • Associate narrative for each phase
 - ☐ 3. Exterior elevations of facades in new construction and affected elevations in existing facilities
 - ☐ 4. Interior elevations, to include but not be limited to:
 - ☐ • Toilet rooms
 - ☐ • Locker/shower rooms
 - ☐ • Food Service areas
 - ☐ • Casework installations
 - ☐ • Typical chalkboard/tackboard installations
 - ☐ • Typical signage installations
 - ☐ • Outlet location
 - ☐ • Doors and Windows
 - ☐ • Wall lighting, Fire alarm devices, PA, Clocks
 - ☐ • Architectural millwork
 - ☐ • Finishes
 - ☐ • Paint plans
 - ☐ • Finish floor plans
 - ☐ 5. • Roofing plan where new roofing or reroofing is involved.
 - ☐ 6. • Foundation plan
 - ☐ 7. • Wall sections and partition sections identified with reference to a section
 - ☐ 8. • Schedules (minimum)
 - ☐ • Door
 - ☐ • Window

PHASE III

CONSTRUCTION
DOCUMENTS 90%

 DATE

 PROJECT NAME

 PROJECT #

 A/E

 A/E SIGNATURE


MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST


90%

- ☐ • Hardware
- ☐ • Equipment (including Board-furnished and installed)
- ☐ • Casework
- ☐ • Electrical panels and equipment
- ☐ • Column, beam, and footings
- ☐ • Room finishes
- ☐ • Space charts (on floor plans)
- ☐ • Others, as required by PM
- ☐ 9. Reflected ceiling plan indicating tile grid, lights, diffusers, soffits, etc. if the ceiling is being installed or modified.
- ☐ 10. Safety Barrier/fence locations
 - ☐ • Show phasing, required barricades and site security fencing
 - ☐ • Provide adequate narrative on appropriate drawings
- ☐ 11. Structural:
 - ☐ • General Structural Notes indicating material basic information (concrete strength, steel ASTM designation, etc.).
 - ☐ • Complete beams columns and footings schedules and floor plans.
 - ☐ • Elevation designations for all levels.
 - ☐ • Sections.
 - ☐ • Soil investigation and recommendations report signed and sealed by Registered Geotechnical Engineer.
 - ☐ • Uplift pressure diagram by zones as per ASCE 7-93.
 - ☐ • Complete Structural design calculations
- ☐ 12. HVAC/Electrical/Plumbing/Civil:
 - ☐ • Electrical Vehicle Charging stations, Solar water heating, Photovoltaic (Solar Energy) and power monitoring need to be added and checked if applicable.
 - ☐ • Completed set of specifications.
 - ☐ • Completed detailed and itemized construction cost estimate according to contract requirements, including the updated LCCA with any applicable rebates or incentives from FPL for energy efficient equipment.
 - ☐ • Completed drawings coordinated with plans and specifications of structural, architectural, electrical, civil, laboratory equipment supplier, kitchen equipment supplier work, and not-in-contract equipment.
- ☐ 13. Mechanical and electrical coordination shall include the following:
 - ☐ • Show all branch circuits assigned for electric power outlets, dedicated for equipment, and lighting.

MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

 90%

- ☐ • Provide Computer Generated Photometric analysis for Normal and Emergency Lighting of all rooms. This shall include Min/Max, Average, Max/Min, Average/Min ratios.
- ☐ • Provide completed and detailed Feeder and Transformer Schedules, as well as other equipment schedules revised from 50% review.
- ☐ • Provide detailed, filled and completed directories showing sizes, mains, branch breakers and A/C ratings for Distribution type and power and lighting panelboards.
- ☐ • Electrical raiser diagrams shall be provided for complete power distribution, Fire Alarm Systems, Data/Telecommunication, Access Control, CCTV and Surveillance Systems.
- ☐ • Voltage drop calculations for all feeders.
- ☐ • Fault current analysis and calculations in symmetrical RMS Amps at specified Voltage.
- ☐ • Selective coordination of overcurrent protective devices. Upon completion of electrical distribution installation, the EOR shall provide a written certification that settings for all adjustable circuit breakers have been verified to match the values used for the Time Current Coordination (TCC) study.
- ☐ • Arc flash hazard analysis (AFHA) – Present calculations as indicated on Division 26 01 00 F
- ☐ • Upon approval, provide instructions to fabricate labels for the following electrical equipment: service entrance, switchboards, distribution panelboards, Motor Control Centers (MCCs), Automatic Transfer Switches (ATS's) and fire pump controllers.
- ☐ • The phrase "ARC Flash Information" shall be written on a banner on top of the label
- ☐ • Additional materials and equipment furnished and installed by specific trades.
- ☐ • Plumbing and HVAC controls.
- ☐ • Completed motor control component diagrams noting factory, and field wiring.
- ☐ • Completed temperature control component diagrams noting specific contractor responsibility.
- ☐ • Completed HVAC air distribution system and equipment including valving, instrumentation, controls, temperature sensors, smoke detectors, humidistats, and other associated components.
- ☐ • Completed plumbing and HVAC piping system component diagrams including details of control and coil valving, strainers, thermometers, pressure gages with pressure snubbers, shut-off cocks, and other associated components.
- ☐ • Completed control diagrams for kitchen ventilation system including components.
- ☐ • Completed BAS/controls schedule to include controls hardware, monitoring and control points identifying equipment monitored/controlled and sequence of operations.
- ☐ • Provide the following, but not limited to, drawings, details, and schedules:
- ☐ HVAC schedules with reference flag notation to be used in equipment rooms for identification.
- ☐ • Plumbing schedules.
- ☐ • Completed fan schedules including area served by type of fan, wheel, arrangement, CFM, static pressures in inches of WG, maximum allowable brake horsepower, speed, voltage, phase, and



MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

 90%

- ☐ zone ratings.
 - Roof curbs, flashing details, platforms, hanging and support methods, vibration isolators, housekeeping pads, and other equipment mounting details.
- ☐ • Duct and piping roof penetration details.
- ☐ • Ductwork flags indicating SMACNA pressure change construction classifications.
- ☐ • Indicate insulation requirements at fringe areas to indicate interior, exterior, exposed, or concealed.
- ☐ • Fire damper and fire/smoke damper mounting details.
- ☐ • Coil connections, water treatment, air compressor controls, expansion tanks, duct fittings, branch takeouts, splinters, lab equipment, and other equipment or installation details required for clarity.
- ☐ • Vertical or horizontal duct, pipe, and insulation supports.
- ☐ • Architectural life safety plan indicating fire rated walls coordinated with mechanical and fire protection drawings.
- ☐ • Fire protection system layout if required including hydraulic calculations according to NFPA.
- ☐ 14. Provide 1/4" or larger scale drawings including, but not limited to, the following congested areas.
 - ☐ • Group toilets.
 - ☐ • Group showers.
 - ☐ • Laboratories.
 - ☐ • Kitchens.
 - ☐ • Equipment rooms.
 - ☐ • Plumbing Sections and details.
 - ☐ • Provide riser diagrams as applicable for: sanitary, domestic water, storm drainage, gas, acid, compressed air, solar energy system, chiller equipment room
 - ☐ • Riser diagrams.
- ☐ 15. Plumbing and civil drawings shall include the following in addition to the general requirements:
 - ☐ • Adjacent streets located and identified.
 - ☐ • Existing, new, and future construction located and identified including curbing, fences, and gates.
 - ☐ • Finished NVGD elevations of existing and new construction to include finish floors, walks, roadways, and landscaped or play areas.
 - ☐ • Plumbing legend and abbreviations.
 - ☐ • Correct job title.
 - ☐ • Locate and provide sizing, loads including fixture units, materials, maximum and minimum pressures, slopes and inverts at building exit, obstructions or other lines, and points of connection within property lines of the following:
 - ☐ • Sewer, drainage, gas, fuel oil, fire, and water lines.
 - ☐ • Chilled water and heating lines.

MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

90%

- ☐ • Wells, manholes, tanks, catch basins, soakage pits, french drains, septic tanks, and drain fields.
- ☐ • Potential hazards or obstructions for plumbing system installation created by existing or new utilities or construction.
- ☐ • Distance separation noted between building foundations and parallel pressure, sewer, or drainage lines to avoid pressure gradients and undermining conditions.
- ☐ 16. Drawings and specifications shall assign sole responsibility to the contractor:
 - ☐ • For locating buried pipes and duct banks, with hand trenching as necessary.
 - ☐ • To repair damage at the contractor's expense.
 - ☐ • Extension of utilities to grassed areas to provide for future building connections. Provide line termination with cap or plug in valve boxes or valves at pressure lines if new construction is scheduled within 3 years.
 - ☐ • Note on site plan "CONTRACTOR SHALL VERIFY DEPTHS AND LOCATIONS OF CONNECTION POINTS TO EXISTING PRESSURE LINES AND DRAINAGE LINES BEFORE STARTING WORK".
 - ☐ • Minimum and maximum water pressures.
 - ☐ • At line connections and appropriate intervals, identify slopes and loads as existing, capacity available, future, and maximum allowable. Loads shall be noted as follows:
 - ☐ • Fixture units at sewer or water lines.
 - ☐ • Square footage of roof and paved areas for storm drainage lines.
 - ☐ • Tonnage on HVAC condensate lines.
 - ☐ • Type, pressure, material, and cubic feet per hour of gas lines.
 - ☐ • Gallons per minute at fire lines.
 - ☐ • Locations, size, and identify adjacent and on-site domestic water lines, fire lines, and facility water meters.
 - ☐ • A heating and air-conditioning site plan of large central systems. Small systems may be shown on plumbing site plan if properly cross referenced.
- ☐ 17. Plumbing floor plans shall include the following:
 - ☐ • Plumbing connections of fixtures and equipment to the appropriate system.
 - ☐ • Fixture and equipment identification by the common name abbreviation and a number of each different model of the same type on risers, details, and other drawing locations.

Examples:

WC-1	Water closet
WC-2	Water closet, ADA accessible
L-1	Lavatory, wall hung
L-2	Lavatory, counter top



MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

 90%

L-3	Lavatory, ADA accessible
SK-1	Sink, stainless steel
SK-2	Sink, enameled cast iron
ARSK-1	Acid resistant sink
EWC-1	Electric water cooler
EWC-2	Electric water cooler (ADA accessible)
PLTR-1	Plaster trap
FD-1	Floor drain
HD-1	Fume Hood

- ☐ • Routings shall be generally parallel building walls. Standardized symbols and text shall locate and identify lines rises, drops, valves, cleanouts, and other related items
- ☐ • Locate plumbing lines at finished areas in chases. Lines routed in stud partitions shall be coordinated with electrical and other trades to insure adequate fit. Block walls shall not be cut to install vertical or horizontal lines.
- ☐ 18. Note elevations on floor plans of:
 - ☐ • Sanitary lines underground.
 - ☐ • Storm lines underground.
 - ☐ • Acid waste lines underground.
 - ☐ • Plumbing lines at obstructions, offsets at HVAC ducts, allowable beam penetrations, and limited or congested areas shall be detailed separately or shown on 1/4" per foot minimum scale drawings.
 - ☐ • Pressure lines, gravity lines, or systems grouped for compatibility at congested areas may be shown on separate drawings. Reference separated systems to a specific drawing.
 - ☐ • Coordinate storm drainage system for roof material, roof assembly thickness, gutter, downspout sizes, and locations. (detail at roof sumps).
 - ☐ • Insulation for condensation protection is not necessary for rain water leaders, domestic cold water lines, or other similar systems unless installed in a plenum
 - ☐ • Field tag numbers of installed valves shall correspond to drawing valve number identification.
 - ☐ • Reference line continuation at match lines or drawings of a different scale to a specific drawing.
 - ☐ • Isometric drawings shall provide an ellipse at slab penetrations.
 - ☐ • Identify and provide utilities to NIC equipment to be installed by contractor or for future installation by others with provision of utilities.
 - ☐ • Isolation valves for groups of fixtures for domestic water lines.
- ☐ (c) Submit plans, specifications, and preliminary hardware schedule to Office of Emergency Management (OEM) at least four (4) weeks prior to Phase III-90%



MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

III 90%

- ☐ (d) Submit final color board for MDC approval as per Division 09 under “General Requirements”.
- ☐ (e) A completed Phase III (90%) deliverable checklist certifying that all required items are part of the submittal. Signature certifies that the A/E has checked all documents for proper coordination of work among the different disciplines.
- ☐ (f) Written responses to all outstanding comments/mandatories from previous phase III 50%



MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

 100%

PHASE III

Construction Documents (100%)

- ☐ (a) General Requirements.
- ☐ 1. This submittal is the official record set. Any changes to the documents after approval shall be resubmitted signed and sealed.
 - ☐ 2. Only complete documents, signed and sealed by the design professionals, will be accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities".
 - ☐ 3. When requested by the office, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
 - ☐ 4. Changes to the contract documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the office in duplicate as they occur during the bidding process.
- ☐ (b) Documents. The documents shall include, in addition to Phase III 90% document requirements, the following:
- ☐ 1. Site plans including, but not limited to:
 - ☐ • Area location map
 - ☐ • Legal description of property
 - ☐ • Demolition
 - ☐ • Excavation
 - ☐ • Utilities
 - ☐ • Finish grading
 - ☐ • Landscaping
 - ☐ • Mechanical
 - ☐ • Electrical
 - ☐ • Civil/structural
 - ☐ • Architectural site plans
 - ☐ 2. Plans and details including, but not limited to:
 - a. Title sheets including:
 - ☐ • A table of contents
 - ☐ • Statement of compliance by the architect or engineer of record
 - ☐ • A list of abbreviations for each discipline

PHASE III

CONSTRUCTION DOCUMENTS 100%

 DATE

 PROJECT NAME

 PROJECT #

 A/E

 A/E SIGNATURE


MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

 100%

- ☐ • A schedule of material indications
- ☐ • A schedule of notations and symbols at the beginning of each discipline's section of the plans.
- b. Architectural sheets including:
 - ☐ • Floor plans
 - ☐ • Door, window, and finish schedules
 - ☐ • Roof plans
 - ☐ • Elevations
 - ☐ • Sections
 - ☐ • Details
- c. Civil/Structural sheets including:
 - ☐ • Paving
 - ☐ • Drainage
 - ☐ • Foundation plans
 - ☐ • Floor plans; root plans
 - ☐ • Structural plans
 - ☐ • Sections
 - ☐ • Details
 - ☐ • Pipe, culvert, beam and column schedules
- d. Mechanical sheets including:
 - ☐ • Floor plans
 - ☐ • Sections
 - ☐ • Details
 - ☐ • Riser diagrams
 - ☐ • Kitchen exhaust hoods
 - ☐ • Equipment, fan, and fixture schedules
- e. Electrical sheets including:
 - ☐ • Floor plans
 - ☐ • Sections
 - ☐ • Details
 - ☐ • Riser diagrams
 - ☐ • Fixture and panel schedules.
- f. Life Safety Plans
 - ☐ • Rated Walls and rating (fire and smoke, ceilings). Provide UL assembly number.
 - ☐ • Means of Egress (exits, corridors, secondary means of egress)
 - ☐ • Details and sections of rated walls (sealed to roof deck, sealed at pipe Penetrations, sealed

MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

 100%

- ☐ at HVAC duct penetrations and how to seal).
- ☐ • Locations of fire and smoke dampers in rated walls.
- ☐ • Rated doors, frames and rating, rated hardware, glass. (This can be a schedule, on or facing floor plan, include hardware, closers, magnetic holders, latches, locks) and send a copy of catalogue cut sheet to expedite review.
- ☐ • Room name and number
- ☐ • Rescue access panels
- ☐ • Exit light locations, emergency light locations in relationship to exit corridors.
- ☐ • Exit Calculations
- ☐ • Areas with fire sprinklers
- ☐ • Emergency systems plan electrical: fire alarm, emergency power panels, outlets, generator, cut-offs, room number and name, lights, and other electrical emergency system features.
- ☐ • Emergency systems plan mechanical: fire and smoke dampers relating to rated walls, fire extinguishers, emergency eyewash/shower, emergency utility cut-offs, sprinklered areas.
- ☐ • Description of emergency systems and interconnects.
- ☐ g. The drawings should indicate that the approved mechanical/electrical systems, from the Phase II FEEC/LCCA analysis, have been incorporated into the documents.
- ☐ h. Drawings and Specifications shall include performance specifications defined in the LCCA, MDC equipment specifications as applicable and utility rebate equipment requirements.
- ☐ (c) Project Manual. The project manual shall include, but not be limited to, the following:
 - ☐ 1. Title Page including a statement of compliance by the architect or engineer of record.
 - ☐ 2. Table of Contents.
 - ☐ 3. Schedule of Drawings.
 - ☐ 4. Invitation to Bid and Advertisement for Bids.
 - ☐ 5. Instructions to Bidders, including date and time of bid opening and notice of Prebid conference.
 - ☐ 6. Sample Forms, including:
 - ☐ • Bid Form requiring the general contractor's license number
 - ☐ • Subcontractors list requiring names and license numbers
 - ☐ • Owner/Contractor Agreement
 - ☐ • Performance and Payment Bond
 - ☐ • Change Order
 - ☐ • Public Entity Crime Form.
 - ☐ 7. Bonding Requirements. Bonds are required on projects costing two hundred thousand dollars (\$200,000) or more. On projects with costs less than two hundred thousand dollars (\$200,000), bonds shall be at the discretion of the board as follows:
 - ☐ a. Bid Security equaling five (5%) percent of the base bid. Security shall be in the form of a



MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

 100%

- certified check, cashier's check, treasurer's check, or bank draft of any national or state bank.
- ☐ b. Performance Bond and Materials Payment Bond. Each bond shall equal one hundred (100%) percent of the contract amount, and shall be with a surety insurer authorized to do business in Florida and complying with section 255.05, F.S.
 - ☐ c. Where the contract amount does not exceed five hundred thousand dollars (\$500,000) the board shall accept a bonding company which meets the provisions of section 287.0935, F.S.
 - ☐ 8. Insurance Requirements. The project shall be covered by the following insurance, with limits as required by law:
 - ☐ a. Worker's compensation and employer's liability.
 - ☐ b. Public liability to include personal injury, bodily injury, and property damage.
 - ☐ c. Products and completed operations liability.
 - ☐ d. Owner's protective liability.
 - ☐ e. Business automobile liability, including owned, non-owned, and hired automobiles.
 - ☐ f. Property all-risks coverage to one hundred (100/0) percent of the value at risk. This is subject to the deductibles acceptable to the board.
 - ☐ g. Boiler and machinery insurance as required.
 - ☐ 9. General Conditions and Supplementary Conditions including, but not limited to, the following:
 - ☐ a. Alternates for materials, systems, or methods shall be listed in the bidding documents and taken in the order listed. Deductive alternates must be used if bidding is to take place within two (2) months of reversion of state funds.
 - ☐ b. Notice of time limit and method of payment to the contractor including final payment.
 - ☐ c. Time limit in which the construction is to be completed.
 - ☐ d. The rate of liquidated damages to be paid by the contractor for failure to comply with the time limits of the contract.
 - ☐ e. Federal wage rates and hourly scabs shall be used where required by federal fund source. Federal wage rates shall be secured from the Federal Department of Labor. When using a Federal wage rate, Federal, workers compensation must also be used. Federal wage rates are not required for construction projects financed totally from local or state funds.
 - ☐ f. Where projects include trenching, which exceeds a depth of five (5) feet reference shall be made to the trench safety standard as required by Section 553.63 and 553.64, F.S.
 - ☐ g. For projects including threshold buildings, the shoring and reshoring plans shall be submitted by the contractor, through the board, to the office for review and approval prior to beginning the structural portions of the construction.
 - ☐ h. For projects including asbestos abatement, a board may indemnify and hold harmless an asbestos consultant against acts of omission or release of contaminants during asbestos



MIAMI DADE COLLEGE – PHASE SUBMITTAL DELIVERABLES CHECKLIST

 100%

- abatement activities in accordance with section 255.551 through 255.565, F.S.
- ☐ i. A provision setting forth who shall pay for standard tests of concrete, plumbing, electrical steel and others as required by industry standards
 - ☐ j. A provision setting forth who shall pay for the testing of questionable installations, procedures, products, or materials in the construction phase.
 - ☐ k. Test and balance services for HVAC systems shall be provided by a company employed by the board.
 - ☐ l. Commissioning of the HVAC, controls, electrical and plumbing systems shall be provided by a company employed by the Board.
 - ☐ m. Threshold building inspectors, when required, shall be employed by the board
 - ☐ n. Identification of sole source specifications approved by the board.
 - ☐ 10. Specifications. Written requirements for materials, equipment, construction systems, standards, workmanship, and performance of related services.
 - ☐ 11. Addenda.
- ☐ (d) Resubmit a revised, corrected hardware schedule to Office of Emergency Management (OEM) prior to issuance of the final Phase III-100% CD for building permit review.

MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

LEED

Page 106 of 472

LEED v4 for BD+C: New Construction and Major Renovation
Project Checklist

Project Name: _____
Date: _____

Y	?	N	Credit	Points
			Integrative Process	1
0	0	0	Location and Transportation	16
			Credit: LEED for Neighborhood Development Location	16
			Credit: Sensitive Land Protection	1
			Credit: High Priority Site	2
			Credit: Surrounding Density and Diverse Uses	5
			Credit: Access to Quality Transit	5
			Credit: Bicycle Facilities	1
			Credit: Reduced Parking Footprint	1
			Credit: Green Vehicles	1
0	0	0	Sustainable Sites	10
Y			Prereq: Construction Activity Pollution Prevention	Required
			Credit: Site Assessment	1
			Credit: Site Development - Protect or Restore Habitat	2
			Credit: Open Space	1
			Credit: Rainwater Management	3
			Credit: Heat Island Reduction	2
			Credit: Light Pollution Reduction	1
0	0	0	Water Efficiency	11
Y			Prereq: Outdoor Water Use Reduction	Required
Y			Prereq: Indoor Water Use Reduction	Required
Y			Prereq: Building-Level Water Metering	Required
			Credit: Outdoor Water Use Reduction	2
			Credit: Indoor Water Use Reduction	6
			Credit: Cooling Tower Water Use	2
			Credit: Water Metering	1
0	0	0	Energy and Atmosphere	33
Y			Prereq: Fundamental Commissioning and Verification	Required
Y			Prereq: Minimum Energy Performance	Required
Y			Prereq: Building-Level Energy Metering	Required
Y			Prereq: Fundamental Refrigerant Management	Required
			Credit: Enhanced Commissioning	6
			Credit: Optimize Energy Performance	18
			Credit: Advanced Energy Metering	1
			Credit: Demand Response	2
			Credit: Renewable Energy Production	3
			Credit: Enhanced Refrigerant Management	1
			Credit: Green Power and Carbon Offsets	2
0	0	0	Materials and Resources	13
Y			Prereq: Storage and Collection of Recyclables	Required
Y			Prereq: Construction and Demolition Waste Management Planning	Required
			Credit: Building Life-Cycle Impact Reduction	5
			Credit: Building Product Disclosure and Optimization - Environmental Product Declarations	2
			Credit: Building Product Disclosure and Optimization - Sourcing of Raw Materials	2
			Credit: Building Product Disclosure and Optimization - Material Ingredients	2
			Credit: Construction and Demolition Waste Management	2
0	0	0	Indoor Environmental Quality	16
Y			Prereq: Minimum Indoor Air Quality Performance	Required
Y			Prereq: Environmental Tobacco Smoke Control	Required
			Credit: Enhanced Indoor Air Quality Strategies	2
			Credit: Low-Emitting Materials	3
			Credit: Construction Indoor Air Quality Management Plan	1
			Credit: Indoor Air Quality Assessment	2
			Credit: Thermal Comfort	1
			Credit: Interior Lighting	2
			Credit: Daylight	3
			Credit: Quality Views	1
			Credit: Acoustic Performance	1
0	0	0	Innovation	6
			Credit: Innovation	5
			Credit: LEED Accredited Professional	1
0	0	0	Regional Priority	4
			Credit: Regional Priority: Specific Credit	1
			Credit: Regional Priority: Specific Credit	1
			Credit: Regional Priority: Specific Credit	1
			Credit: Regional Priority: Specific Credit	1
0	0	0	TOTALS	Possible Points: 110
Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110				

Page 2 of 2

PROCUREMENT AND CONTRACTING REQUIREMENTS

To be provided by Miami Dade College based on project specific requirements.

END OF DIVISION

DIVISION 00

**PROCUREMENT
AND CONTRACTING
REQUIREMENTS**



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

01

GENERAL REQUIREMENTS

To be provided by Miami Dade College based on project specific requirements.

END OF DIVISION

DIVISION 01

**GENERAL
REQUIREMENTS**



02 00 00 EXISTING CONDITIONS**02 01 00 GENERAL**

- A. Verification and documenting of existing conditions is critical for successful project planning.
- B. All participants (Planners, Architects, Engineers, and Contractors) are required to provide accurate verification and documentation of surface and subsurface features and all objects within proposed project limits including Buildings and Buildings interiors.
- C. The survey is the basis of information supporting all project documentation. MDC has existing as-built information available; **however, it is the responsibility of the A/E team and the Contractor to verify ALL existing conditions.**

02 20 00 ASSESSMENT**02 21 13 Site Surveys**

- A. For site surveys, the following procedures shall be followed:
 - 1. A complete survey shall be performed for each building/project site by a registered land surveyor who is duly licensed in the State of Florida. Survey shall be provided by MDC and or if requested A/E to provide as a reimbursable.
 - 2. Surveyors shall have Errors and Omission Insurance at the level specified by MDC.
 - 3. The vertical datum shall be NAVD (North American Vertical Datum) of 1988. The use of assumed elevations for benchmarks is prohibited.
 - 4. The horizontal datum shall be referenced to the Florida State Plane Coordinate System. The use of local or assumed coordinate systems is prohibited.
 - 5. The survey shall indicate the limits of any flood zone located within the project area, as well as reference map number, to show the limits of each flood zone as it affects the FEMA Flood Insurance Rate Map (FIRM) number.
 - 6. For the main campus, the survey shall note the boundaries of MDC Protected Lands Document.
 - 7. Surface features/objects shall be 3D AutoCAD Civil 2010 or later, and all subsurface pressurized systems shall be in AutoCAD MEP 2010 or later. All underground utilities and structures shall be 3D objects in a

DIVISION 02**EXISTING
CONDITIONS**

This section contains the following:

02 01 00 GENERAL

- 02 20 00 ASSESSMENT**
- 02 21 13 Site Surveys
- 02 21 16 Building Surveys
(Measured Drawings)
- 02 22 00 Existing Conditions
Assessment
- 02 24 00 Environmental
Assessment
- 02 26 00 Hazardous Material
Assessment

**02 30 00 SUBSURFACE
INVESTIGATION**

- 02 32 00 Geotechnical
Investigation



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separate file that is XREF into the survey file. Survey information shall be separated using the layer system included in the United States National CAD Standards.

8. CAD data shall be in Engineering units (decimal feet), and CAD files shall include all external reference files. AutoCAD drawing files shall be produced at a scale of 1:1 in model space, i.e., drawing measurements between two objects to be equal to the actual physical distance measured in the field in decimal feet. All symbols, lettering, fonts, shapes, and blocks shall be saved with each drawing.
- B. The scope of work for surveys shall include: property lines, topography, buildings, roads, sidewalks, subsurface, and above- and below-ground utilities, including the closest point of utility system tie-in if not on site, easements, significant vegetation, and any zoning or covenant requirements, such as setbacks, etc. A preliminary copy of any survey shall be reviewed with the MDC Project Manager before final survey is issued.
- C. Prior to the start of construction, all existing utilities shall be field verified and shown on 100% construction documents.

02 21 16 Building Surveys (Measured Drawings)

- A. For Building surveys, the following procedures shall be followed:
 1. A/E to request from MDC as-built drawings for existing building (s) to be remodeled or renovated as part of the scope of work. **All as-built information shall be field verified by A/E team.**
 2. If as-builts for existing building (s) are not available, A/E team shall provide a full survey of building (s) conditions. Building Survey As-built verification to be negotiated separately with MDC.
 3. A/E to request from MDC a building certification for all buildings that are forty (40) years or more. If a forty (40) year certification has not been provided, A/E team shall provide a full certification. Certification to be negotiated separately with MDC.

02 22 00 Existing Conditions Assessment

- A. The following existing conditions shall be fully assessed based on Project requirements, and a report shall be either obtained and/or provided to MDC as part of Design Development Phase I. Assessments verification to be negotiated separately with MDC.
 1. Movement and Vibration Assessment
 2. Acoustic Assessment
 3. Traffic Assessment
 4. Accessibility Assessment

02 40 00	DEMOLITION AND STRUCTURE MOVING
02 41 00	Demolition
02 50 00	SITE REMEDIATION



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02 24 00 Environmental Assessment

- A. The following environmental conditions shall be fully assessed based on Project requirements and a report shall be either obtained and/or provided to MDC as part of of Design Development Phase I. Assessments verification to be negotiated separately with MDC.
1. Natural Environment Assessment
 2. Air Assessment
 3. Water Assessment
 4. Land Assessment
 5. Soil Assessment

02 26 00 Hazardous Material Assessment

- A. The following environmental condition reports shall be provided by MDC as part of of Design. Development Phase I. Request "Hazardous Materials Phase I Assessment Report" for each of the materials below:
1. Asbestos Assessment
 2. Lead Assessment
 3. Polychlorinated Biphenyl Assessment
 4. Biological Assessment
 5. Mold Assessment
 6. Hazardous Waste Drum Assessment
- B. Abatement of hazardous materials identified in the "Hazardous Materials Phase I Assessment Report" except for underground storage tanks, contaminated soil or underground water requires coordination with MDC Environmental Health and Safety (EH&S).
- C. If any hazardous material, such as Asbestos, Lead, (PCB) Polychlorinated Biphenyl or any other hazardous material will be disturbed during renovation activities, abatement of such materials shall be coordinated with MDC Environmental Health and Safety (EH&S).
- D. All electrical transformers, switches, ballasts, or other electrical equipment that contains polychlorinated biphenyls (PCB), or other equipment which has come in contact with PCB, shall be properly disposed of in coordination with EH&S.
- E. Any hazardous or toxic material, such as asbestos that is discovered during the course of a project, shall be



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reported immediately to the MDC Project Manager. All work involving suspected asbestos, or hazardous or toxic materials, shall halt immediately and must not resume until the notice to resume work has been issued by the Project Manager.

- F. The Contractor shall review the Environmental Health and Safety Checklist and ensure that the construction site under their control is fully compliant.
- G. Less toxic alternatives shall be used wherever possible. A complete list of hazardous substances to be used on the project shall be submitted prior to the substance's arrival on MDC property, using the Contractor Hazardous Material/Waste Inventory form. Material Safety Data Sheets shall be made available when requested.
- H. All containers of hazardous substances and waste, including new and used petroleum products, shall be stored in a covered area on an impervious surface. Outside storage shall be in rain-tight, secondary containment. Hazardous substance or waste storage shall be secured.
- I. Hazardous substances used in occupied spaces shall require the Contractor to prepare and follow a ventilation plan. The plan shall be submitted to an MDC EH&S representative for approval prior to use of the substance.
- J. An MDC representative shall verify that all hazardous waste is properly managed prior to its transportation off campus. The MDC EPA ID number shall be used on all manifests. Transportation and disposal facilities shall be pre-approved by a MDC EH&S representative and shall be done by a State registered "Hazardous Waste Hauler". Alternatively, approved waste may be disposed through the University hazardous waste program at a charge to the project.
- K. All spills shall be cleaned up immediately. Discharges to pervious surfaces, sanitary or storm water conveyances, or bodies of water shall be reported to a MDCF EH&S representative.

02 30 00 SUBSURFACE INVESTIGATION

- A. The Contractor shall inspect work areas prior to commencement of construction activity.
- B. The Contractor shall provide inspection for existing damage and document in a key plan along with a list and photographs.
- C. The Contractor shall evaluate possible interruptions to ongoing operations resulting from noise or vibration as a result of construction activities. All interruptions shall be reviewed with the MDC Project Manager prior to



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commencement of construction activities.

02 32 00 Geotechnical Investigation

- A. A/E team shall provide sketch indicating proposed location (s) of all required geotechnical investigation including but not limited to borings. Boring locations and sections through borings shall show all depths and soil conditions.

02 40 00 DEMOLITION AND STRUCTURE MOVING**02 41 00 Demolition**

- A. A/E team shall provide demolition plans for the following elements, plans shall show the following items:
1. Selective Site Demolition
 2. Paving Removal
 3. Utility Line Removal
 4. Structure Demolition
 5. Building Demolition
- B. A/E team to indicate all Selective Site Demolition and Paving Removal.
- C. For site utilities demolition show required removal scope, disconnect, capping or sealing and all removal of site utilities point of connection to the interim housing point of connection.
- D. A/E team to indicate all utilities serving existing buildings or areas, these lines shall remain operational until the new service has been provided.
- E. Plans for Structure and Building Demolition shall clearly show scope of demolition including but not limited to Structural, Plumbing, Electrical and HVAC. Plans shall show adjacent areas to be protected.

02 50 00 SITE REMEDIATION

- A. For soil and water remediation refer to Division 31 Earthwork and Division 33 Utilities.



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NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION

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03 00 00 CONCRETE

03 01 00 GENERAL

- A. Comply with the latest editions of the Florida Building Code, Florida Fire Prevention Code and all other required Codes and regulations.
- B. Investigate structural systems and methods for ease and speed of erection, cost effectiveness, life cycle cost, low maintenance, use of local materials, maximum flexibility and adaptation for future expansion.
- C. The following, but not limited to, applicable codes and standards shall be used if lacking specific reference in FBC regarding concrete:
 1. American Concrete Institute (ACI)
 2. American Society for Testing and Materials (ASTM).
 3. Concrete Reinforcing Steel Institute (CRSI).
 4. Pre-stressed Concrete Institute (PCI).
 5. Portland Cement Association (PCA).
 6. Wire Reinforcement Institute (WRI)
 7. American Welding Society (AWS)
 8. Factory Mutual (FM)
 9. For existing buildings, consider International Concrete Repair Institute (ICRI)
- D. The A/E shall provide the geotechnical engineer contracted by MDC or the design builder, the following information to adequately determine the location and the number of borings and test pits:
 1. Location of building(s)
 2. Type of construction.
 3. Typical column and wall loads.
 4. Any other information pertinent to the foundation design of the building(s).
 5. Determine and design the foundation system and ground floor slab based on the geotechnical engineer's recommendations and test results.
- E. Provide evaluations and construction cost estimates for Phase 1 Design submittals of at least two different

DIVISION 03

CONCRETE

This section contains the following:

03 01 00 GENERAL

03 30 00 CAST-IN-PLACE CONCRETE

03 33 00 Architectural Concrete

03 40 00 PRECAST CONCRETE

03 41 00 Precast Structural Concrete

03 47 13 Tilt-Up Concrete

03 50 00 CAST DECKS AND UNDERLAYMENT

03 52 00 Lightweight Insulating Concrete

03 60 00 GROUTING



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structural systems applying to the proposed building. Program requirements, schedule and construction items affected by each system shall be noted and the A/E's recommendation of a structural system shall be clearly stated.

- F. For all new construction, the structural drawings shall note the design loads for all floors, roofs and exterior walls.
- G. Design floors to be within the "not perceptible" range of vibration as defined by the modified Reiher-Meister Scale.
- H. The A/E shall design and provide expansion joints, control joints, construction joints, and isolation joints to prevent uncontrolled stress cracks in the structure according to the latest engineering standards. Use joint assemblies designed for applicable locations and install according to manufacturer's requirements.
- I. Wind loading design shall comply with Florida Building Code (FBC). Submit to the Building Code Consultant (BCC) calculations, signed and sealed by a Florida registered professional engineer, establishing wind velocity pressure values in accordance with FBC ASCE 7.
- J. A pre-installation meeting for each phase of construction shall be conducted.
- K. Mix Designs shall be submitted for each class of concrete or precast concrete by primary supplier. It is highly recommended to have secondary supplier's mix designs approved in the event the primary supplier can't accommodate the schedule. Additionally, use of higher/early strength mix design if requested by Contractor to accelerate construction schedule (ie. early removal of forms/shoring, stressing of PT tendons, etc.) shall be approved by EOR.
- L. The Design Professional shall identify materials and/or assemblies that need to be tested and indicate which testing agency is responsible for the testing. General Contractor shall retain services of independent third-party testing agency. MDC reserves the right to retain services of testing agency for the project.
- M. Testing Agency shall be an independent agency qualified in accordance to ASTM C1077 and ASTM E329 for testing indicated and other applicable agencies.
- N. Shoring shop drawings and calculations shall be signed and sealed and prepared by or under the supervision of a professional engineer registered in the State of Florida.
- O. Where required, contractor shall provide documentation indicating percentages by weight of postconsumer and pre-consumer recycled content for products having recycled content. Include statement indicating cost for each



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**03**

product having recycled content for projects pursuing LEED certification.

- P. All exposed concrete to be specified by A/E to be of architectural grade.
- Q. Any new concrete work at existing campuses with exposed concrete finishes to be specified by A/E to match existing concrete in color, texture and finish.
- R. Architect/Engineer to specify mockup sample of exposed concrete to demonstrate reveals, surface finishes, texture, color and standard workmanship.

03 30 00 CAST-IN-PLACE CONCRETE

- A. Steel reinforcing shop drawings shall include placing drawings.
- B. Reinforcement fabrication shall be in compliance with CRSI's Manual of Standard Practice.
- C. Formwork shop drawings shall be prepared by or under the supervision of a professional engineer registered in the state of Florida.
- D. Informational submittals shall include current welding certificates, material certificates and material test reports.
- E. The Design Professional shall provide a floor flatness and levelness schedule based on structure type and finish material.
- F. Where required, Contractor shall provide Product Data for liquid floor treatments and curing and sealing compounds documentation including printed statement of VOC content for projects pursuing LEED certification.
- G. Where required, Contractor shall provide Product Data for each concrete mixture containing fly ash and/or slag as replacement for Portland cement or other Portland cement replacements, and for equivalent concrete mixtures that do not contain Portland cement replacements for projects pursuing LEED certification.
- H. Design Professional shall indicate control joint pattern for all slabs-on-grade. For exposed concrete applications, joints need to be cleaned and filled with approved joint filler compound for specific application. Location of all expansion/control joints shall be shown on plans.
- I. Waterstops shall be provided as follows:



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1. Flexible Rubber Waterstops: CE CRD-C 513.
 2. Chemically Resistant Flexible Waterstops: Thermoplastic elastomer rubber waterstop.
 3. Flexible PVC Waterstops: CE CRD-C 572.
- J. Provide polyolefin system sheet vapor retarders in compliance with ASTM D 4397, not less than 15 mils with taped joints. Provide complete system from single source. Documents to include all penetration details.
- K. Coordinate curing compound with concrete finish requirements for compatibility.
- L. Expansion and Isolation Joint Filler Strips shall comply with ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork. Confirm compatibility of sealant with expansion joint filler material. Joint shall be covered with an approved flexible sealant.

03 33 00 Architectural Concrete

- A. Plyform shall be used on all formwork for exposed vertical surfaced. Bush Hammer finish is not allowed.
- B. All snaptie cone holes shall be filled and finished smooth with adjacent surfaces.
- C. All exposed concrete is considered a structural material and is to be finished with a surface coating.
- D. All exposed concrete to be specified by A/E to be of architectural grade.
- E. Any new concrete work at existing campuses with exposed concrete finishes to be specified by A/E to match existing concrete in color, texture and finish.
- F. Architect/Engineer to specify mockup sample of exposed concrete to demonstrate reveals, surface finishes, texture, color and standard workmanship.

03 40 00 PRECAST CONCRETE**03 41 00 Precast Structural Concrete**

- A. The project specifications and drawings shall include information regarding structural performance of precast structural concrete, including loading criteria and fire resistance rating. It shall also include finish type, profile and reveals.



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- B. Structural precast shop drawings shall include member locations, plans, elevations, dimensions, sections, openings, support conditions, reinforcement and fabrication and installation of precast structural concrete units, signed and sealed by the professional engineer registered in the state of Florida responsible for their preparation.
- C. Delegated structural design calculations for precast structural concrete shall comply with performance requirements and design criteria, including analysis data, signed and sealed by the professional engineer registered in the state of Florida responsible for their preparation.
- D. Informational submittals shall include qualification data for installer, fabricator and testing agency, welding certificates, material certificates, material test reports, source quality control reports and field quality control reports.
- E. Fabricator qualifications shall require a firm experienced in the type of precast structural concrete in the project. In addition, fabricator's participation in PCI's Plant Certification and Erectors Certification programs will be required.
- F. Welding qualifications shall include qualification of procedures and personnel in accordance to AWS D1.1, "Structural Welding Code - Steel" and AWS D1.4, "Structural Welding Code - Reinforcing Steel". The Design Professional shall specify criteria for visually inspected and/or tested welding connections, frequency and type of tests.
- G. Comply with the latest and/or adopted edition of ACI and PCI publications.
- H. Concrete, admixtures, grout and steel reinforcement shall comply with ASTM standards.
- I. Architect/Engineer to specify mockup sample to demonstrate reveals, surface finishes, texture, color and standard workmanship.

03 47 13 Tilt-Up Concrete

- A. Tilt-up concrete shop drawings shall include panel locations, plans, elevations, dimensions, shapes, reveals, cross sections, reinforcing, details of steel embedment, MEP embedded items, additional steel reinforcement to resist hoisting and erection stresses, location and details of hoisting points and lifting devices, and fabrication and installation of tilt-up concrete units. It shall also include finish type, profile and reveals.
- B. Shop drawings and/or calculations for the lifting, erection and temporary bracing of the panels, signed and sealed by the Professional Engineer registered in the State of Florida responsible for their preparation shall be required.



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- C. Informational submittals shall include qualification data for installer, manufacturer and testing agency, welding certificates, material certificates, material test reports and field quality control reports.
- D. Tilt-up contractor qualifications shall require a firm with 10 years (min) experienced in the type of tilt-up concrete the project requires. In addition, confirm that certification according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" is also required.
- E. Installer qualifications shall include providing a qualified installer who employs a supervisor on the Project who is an ACI-certified Tilt-up Supervisor.
- F. On new additions projects for existing Facilities, the use of tilt-up wall construction shall be evaluated by the A/E, and submitted to MDC for their review and approval. The A/E shall verify that the proposed site has enough space for the required concrete casting beds. The A/E shall specify that once the tilt-up wall panels have been erected, the Contractor shall remove all casting bed materials and restore the area to an acceptable condition. When these areas are intended to become playfields or landscaping areas, the A/E shall direct the contractor to scarify the compacted soil to ensure that the ground percolates properly. When feasible, the removed concrete from the casting beds should be recycled.
- G. Form liners and reveals are permitted for use to create patterns on the tilt-up wall panels with written approval from MDC on a per project bases. The overall patterns and form liners shall be submitted to the A/E and MDC for written approval.
- H. The A/E shall specify and locate a sample tilt-up wall panel to be built on-site by the Contractor. The sample wall shall be a minimum 8'-0" long x 8'-0" high by the full wall thickness and shall incorporate all proposed form liners, reveals, panel edge and joint conditions. In addition, the sample wall shall incorporate a 3'-0" x 3'-0" window opening featuring the head, jamb and sill conditions. Once approved by the A/E, the sample wall panel shall remain in place for the duration of the project to serve as the standard for appearance and quality for the construction of the tilt-up panels. The Contractor shall remove the sample wall only at the direction of the A/E.
- I. Joint sealers, fillers and related materials used in the installation of the tilt-up panels shall be compatible with one another and with other adjacent materials and finishes.
- J. Slope top of tilt-up wall panel parapets 1 inch per foot down to interior face and provide metal parapet coping cap and full flashing at interior face. See Division 7 for roofing material requirements.
- K. See Division 8 for other requirements regarding windowsill, head and jam profiles.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**03****03 50 00 CAST DECKS AND UNDERLAYMENT****03 52 00 Lightweight Insulating Concrete**

- A. The Design Professional shall indicate Design Mixtures required for each lightweight insulating concrete mix and testing schedule.
- B. Provide an average insulation value of R-20 minimum and/ or more as required to meet the project's energy performance goals and code requirements.
- C. Material thickness shall be coordinated with roof drains, curbs and parapets.
- D. Material thickness shall be accounted for in the structural design.
- E. Lightweight insulating concrete shall comply with all the requirements in Division 7 of the Design Criteria.

03 60 00 GROUTING

- A. Cementitious grout shall be non-metallic, non-corrosive, and non-staining.
- B. Non-shrink grout shall be used for the setting of base plates and railing posts. Non-shrink grout used for setting railing posts shall fill the area around each post and be crowned to prevent water from ponding against the post. Non-shrink grout shall not contain gypsum.

NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

04

04 00 00 MASONRY

04 01 00 GENERAL

- A. Comply with the latest editions of the Florida Building Code, Florida Fire Prevention Code and all other required Codes and regulations.
- B. Investigate structural systems and methods for ease and speed of erection, cost effectiveness, life cycle cost, low maintenance, use of local materials, maximum flexibility and adaptation for future expansion.
- C. The following, but not limited to, applicable codes and standards shall be used if lacking specific reference in FBC regarding masonry:
 - 1. American Concrete Institute (ACI) 530 and 530.1.
 - 2. American Society for Testing and Materials (ASTM).
 - 3. Concrete Reinforcing Steel Institute (CRSI).
 - 4. Portland Cement Association (PCA).
 - 5. ASTM C91 Standard Specification for Masonry Cement
 - 6. ASTM C144 Standard Specification for Aggregate for Masonry Mortar
 - 7. ASTM C150 Standard Specification for Portland Cement
 - 8. ASTM C270 Standard Specification for Mortar for Unit Masonry
 - 9. ASTM C207 Standard Specification for Hydrated Lime for Masonry Purpose
 - 10. ASTM C94 Standard Specification for Ready-Mixed Concrete
- D. The A/E shall provide the geotechnical engineer contracted by MDC or the design builder, the following information to adequately determine the location and the number of borings and test pits:
 - 1. Location of building(s)
 - 2. Type of construction.
 - 3. Typical column and wall loads.
 - 4. Any other information pertinent to the foundation design of the building(s).
 - 5. Determine and design the foundation system and ground floor slab based on the geotechnical engineer's recommendations and test results.

DIVISION 04

MASONRY

This section contains the following:

04 01 00 GENERAL

04 20 00 UNIT MASONRY

04 21 00 Clay Unit Masonry
(Brick)

04 22 00 Concrete Unit Masonry

04 23 00 Glass Unit Masonry



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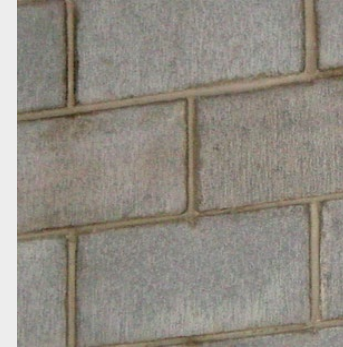
04

- E. Provide evaluations and construction cost estimates for Phase 1 Design submittals of at least two different structural systems applying to the proposed building. Program requirements, schedule and construction items affected by each system shall be noted and the A/E's recommendation of a structural system shall be clearly stated.
- F. For all new construction, the structural drawings shall note the design loads for all floors, roofs and exterior walls.
- G. Design floors to be within the "not perceptible" range of vibration as defined by the modified Reiher-Meister Scale.
- H. The A/E shall design and provide expansion joints, control joints, construction joints, and isolation joints to prevent uncontrolled stress cracks in the structure according to the latest engineering standards. Use joint assemblies designed for applicable locations and install according to manufacturer's requirements.
- I. Wind loading design shall comply with Florida Building Code (FBC). Submit to the Building Code Consultant (BCC) calculations, signed and sealed by a Florida registered professional engineer, establishing wind velocity pressure values in accordance with FBC ASCE 7.
- J. Cementitious grout for load-bearing courses shall be non-metallic, non-corrosive and non- staining.

04 20 00 UNIT MASONRY

04 21 00 Clay Unit Masonry (Brick)

- A. General: Provide shapes indicated and as follows, with exposed surfaces matching finish and color of exposed faces of adjacent units.
 - 1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished. On Drawings, show details of special conditions and special shapes required.
 - 2. Provide special shapes for applications where stretcher units cannot accommodate special conditions, including those at corners, movement joints, bond beams, sashes, and lintels.
 - 3. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.
 - 4. For consistency, use face of brick. Saw cut is needed. Avoid turning and using end of brick to eliminate color



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variations (zipper effect).

- B. Provide Facing brick complying with ASTM C216, Grade SW, Type FBX or HBX subject to the College's Approval.
 - 1. Initial Rate of Absorption: Less than 30 g/30 sq. in. (30 g/194 sq. cm.) per minute when tested per ASTM C67.
 - 2. Efflorescence: Provide brick that has been tested according to ASTM C67 and is rated "not effloresced."
 - 3. Surface Coating: Brick with colors or textures produced by application of coatings will not be allowed.
 - 4. Color and Texture: Size and color of Brick shall be coordinated with adjacent buildings and Campus standards. Where shown to "match existing," provide face brick matching color range, texture, and size of existing adjacent brickwork.
 - 5. A stand-alone 5'x5' minimum Mockup shall be provided from a mixed sample of bricks.
- C. Plastic/vinyl weep with cotton wick and stainless-steel insect screen shall be used.
- D. Only brick manufacturer's approved cleaning chemical shall be used. Specify final cleaning to be performed at completion of construction.

04 22 00 Concrete Unit Masonry

- A. The A/E shall specify and locate a sample masonry wall to be built on-site by the Contractor. The sample wall shall be a minimum of 8'-0" long x 8'-0" high by the full wall thickness and shall incorporate all proposed stucco reveals and patterns (See Division 9 of this Design Criteria for requirements for stucco). In addition, the sample wall shall incorporate a 3'-0" x 3'-0" window opening featuring the head, jamb and sill conditions. Once approved by the A/E, the sample wall shall remain in place for the duration of the project to serve as a standard for appearance and construction of the masonry work. The contractor shall remove the sample wall only at the direction of the A/E.
- B. Concrete masonry units in a fire-resistive assembly shall not be cut or channeled in any way that reduces the approved assembly's fire resistance rating.
- C. Exposed concrete masonry units may be used only when approved by MDC on a per condition basis. In these cases, the block wall shall be designed to meet the required insulation value and must comply with the following:
 - 1. Use of the proper composition and weight of block to achieve the insulation value required.
 - 2. In-core Styrofoam insulation inserts, or loose-fill insulation shall not be used.
 - 3. Exposed masonry wall elevations provided with block coursing, reinforcing, doors, windows, lintels, tie



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beams, tie columns, plumbing lines, louvers, electrical switches, fixtures, and receptacles clearly as shown and dimensioned for all conditions.

4. Channeling the wall face is not allowed.
 5. UL masonry assembly rating provided to comply with applicable fire-resistive requirements.
 6. Weeps are provided to at the bottom course of each block core, at exterior walls.
 7. Use of an accepted vapor barrier, at exterior walls.
 8. Contractor shall submit samples for verification for each type and color of exposed masonry units and colored mortars.
- D. U-block is not allowed.
- E. See Division 8 for other requirements regarding precast or cast-in-place windowsills, head and jambs profiles
- F. Provide the following minimum requirements at all exterior and interior masonry walls:
1. Horizontal wall reinforcement shall be provided at:
 - a. Every horizontal joint when masonry wall contains concrete filled cores.
 - b. Every second course and at first joint above and below an opening.
 - c. Use standard No. 8 "ladder" type reinforcement at all reinforced masonry walls, and "truss" type reinforcement at all other type masonry construction.
 2. Minimum vertical wall reinforcement shall be one #5 at 48 inches on center.
 3. Provide dovetail anchors whenever masonry walls and partitions abut cast-in-place or precast concrete. Dovetail anchors shall be provided at every second block course and shall be secured to a continuous dovetail channel properly fastened to the concrete structure.
 4. Where dovetail anchors cannot be provided, provide corrugated buck anchors in every second course of block. Secure each upturned end of buck anchor to concrete structure with 2 heavy-duty screws in drilled shields.
- G. Informational submittals shall include material certificates for each type and size of product.
- H. Contractor shall provide submittal of design mixes for each type of mortar and for grout.
- I. Miami-Dade College requires blocks to be saw-cut only. Architect/Engineer to indicate in the project's specification.



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- J. Do not use defective units (chips, cracks, etc.)
- K. Exterior face of CMU cavity wall shall be fully coated with appropriate barrier to prevent moisture and water intrusion. Architect to provide complete specification.
- L. Bituminous damp-proofing shall be specified as a troweled, rolled or sprayed-on application. If a sprayed-on application is considered acceptable, it shall be specified to be applied in no less than three separate coats per approved manufacturer's recommendations and verified to the Owner's satisfaction. Specify mill thickness in addition to number of coats (tolerances).
- M. All exterior brick support angles where the underside of the angle is exposed (i.e., lintels, windows, etc.) shall be specified to be hot dipped in galvanized or stainless steel.
- N. All control/expansion joints shall be shown on the plans. Architect to show brick joints and engineer to show CMU joints. Engineer to provide all locations for control joints and expansion joints on approved documents.
- O. Through-wall flashing systems shall be detailed on the drawings.
- P. Split-face block shall be used as veneer only, not solid unit load bearing walls.

04 23 00 Glass Unit Masonry

- A. Glass block may be used in limited applications, and only when approved by MDC on a per condition basis.
 - 1. Glass block at exterior wall location shall be solid glass block.
 - 2. Glass block at interior locations shall have a wall face thickness of at least 3/4".
 - 3. Glass block installation shall comply with FBC.
- B. Glass block walls shall be set in a continuous stainless-steel channel, 18 gauge minimum.

NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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05 00 00 METALS

05 01 00 GENERAL

- A. Comply with the latest editions of the Florida Building Code, Florida Fire Prevention Code and all other required Codes and regulations.
- B. Investigate structural systems and methods for ease and speed of erection, cost effectiveness, life cycle cost, low maintenance, use of local materials, maximum flexibility and adaptation for future expansion.
- C. The following, but not limited to, applicable codes and standards shall be used if lacking specific reference in FBC regarding metals:
 - 1. American Institute of Steel Construction (AISC).
 - 2. American Iron and Steel Institute (AISI).
 - 3. American Welding Society (AWS).
 - 4. Steel Deck Institute (SDI).
 - 5. Steel Joist Institute (SJI).
 - 6. American Society for Testing and Materials (ASTM).
 - 7. Steel Structure Painting Council (SSPC)
- D. The A/E shall provide the geotechnical engineer contracted by MDC or the design builder, the following information to adequately determine the location and the number of borings and test pits:
 - 1. Location of building(s)
 - 2. Type of construction.
 - 3. Typical column and wall loads.
 - 4. Any other information pertinent to the foundation design of the building(s).
 - 5. Determine and design the foundation system and ground floor slab based on the geotechnical engineer's recommendations and test results.
- E. Provide evaluations and construction cost estimates for Phase 1 Design submittals of at least two different structural systems applying to the proposed building. Program requirements, schedule and construction items affected by each system shall be noted and the A/E's recommendation of a structural system shall be clearly

DIVISION 05

METALS

This section contains the following:

05 01 00 GENERAL

05 10 00 STRUCTURAL METAL FRAMING

05 12 00 Structural Steel Framing

05 20 00 METAL JOISTS

05 21 00 Steel Joist Framing

05 30 00 METAL DECKING

05 31 00 Steel Decking

05 40 00 COLD FORMED METAL FRAMING

05 50 00 METAL FABRICATIONS



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05

- stated.
- F. For all new construction, the structural drawings shall note the design loads for all floors, roofs and exterior walls.
 - G. Design floors to be within the “not perceptible” range of vibration as defined by the modified Reiher-Meister Scale.
 - H. The A/E shall design and provide expansion joints, control joints, construction joints, and isolation joints to prevent uncontrolled stress cracks in the structure according to the latest engineering standards. Use joint assemblies designed for applicable locations and install according to manufacturer’s requirements.
 - I. Wind loading design shall comply with Florida Building Code (FBC). Submit to the Building Code Consultant (BCC) calculations, signed and sealed by a Florida registered professional engineer, establishing wind velocity pressure values in accordance with FBC ASCE 7.
 - J. Roof designs shall comply with Factory Mutual (FM) requirements for Class I rated assembly and FM uplift classifications in accordance with FBC ASCE-7.
 - K. Products made of aluminum, aluminized or otherwise treated with aluminum to a significant extent shall not be used on the facility’s grounds or at the exterior building perimeter, unless approved by MDC on a per condition basis.
 - L. Specify isolation coatings where dissimilar metals are in contact or where aluminum is in contact with concrete, mortar, grout, stucco, or other material surfaces containing lime.
 - M. Exposed exterior steel shall not be hot dip galvanized.
 - N. Pre-installation conference shall be conducted for all structural steel and joist framing installations.
 - O. Contractor shall submit documentation indicating percentages by weight of postconsumer and pre-consumer recycled content for products having recycled content. Include statement indicating cost for each product having recycled content for projects pursuing LEED certification.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**05****05 10 00 STRUCTURAL METAL FRAMING****05 12 00 Structural Steel Framing**

- A. Steel members exposed to the exterior and weather shall be specified as receiving hot-dipped galvanized G-90 min. coatings.
- B. Contractor shall be responsible for scheduling all weld testing per plans/specs and manufacturer's recommendations.

05 20 00 METAL JOISTS**05 21 00 Steel Joist Framing**

- A. Where primer is required, it shall be shop applied. Joists that are permanently exposed to view shall be specified to be painted.
- B. Provide camber as recommended by Steel Joist Institute (SJI).
- C. Seat depth bearing conditions for steel joists shall be at least 4 inches or greater to comply with design requirements or SJI.
 - 1. In concrete construction, steel joists and steel beams with spans less than 40 feet shall bear on and be welded to steel bearing plates embedded and anchored into reinforced concrete beams.
 - 2. In steel construction, steel joists with spans less than 40 feet shall bear on and be welded to the top flange of the steel beam or girders.
 - 3. Long span joists 40 feet and longer shall not be welded to the bearing plates.
 - a. Joists shall be bolted to the bearing plates using slotted holes to allow for expansion and contraction of the long span steel member.
 - b. The end support shall rest on bearing pads to accommodate movement due to expansion or contraction using a 60° F temperature variation as a constant.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**05****05 30 00 METAL DECKING****05 31 00 Steel Decking**

- A. Design of steel deck and connections shall comply with FBC ASCE-7.
- B. Submit to the Building Code Consultant (BCC) calculations, signed and sealed by a Florida registered professional engineer, establishing compliance with FBC ASCE 7.
- C. Roof deck configuration shall comply with SDI - "Specifications and Commentary for Steel Roof Deck".

05 40 00 COLD-FORMED METAL FRAMING

- A. Cold-formed metal framing shop drawings shall include layout, spacings, sizes, thickness, and type of cold-formed steel framing; fabrication; fastening and anchorage details, including mechanical fasteners; reinforcing channels; opening framing; strapping, bracing, bridging, splices, accessories, connection details and attachment to adjoining work.
- B. Cold-formed metal framing calculations for all exterior applications that are subject to dead, live, and/or wind loads, shall be signed and sealed by the Florida registered Professional Engineer responsible for the preparation and following the design criteria indicated in the structural drawings.
- C. Contractor shall submit product data for each type of cold-formed steel framing product and accessory required for installation.
- D. Informational submittals shall include welding certificates, product test reports, and research reports.
- E. Miscellaneous materials shall be in compliance with the following:
 - 1. Galvanizing Repair Paint: SSPC-Paint 20 or MIL-P-21035B.
 - 2. Cement Grout: Portland Cement, ASTM C150, Type I; and clean, natural sand. ASTM C404.
 - 3. Nonmetallic, Non-shrink Grout: Premixed, nonmetallic, noncorrosive, non-staining, grout containing silica sands, Portland cement, shrinkage- compensating agents, and plasticizing and water-reducing agents, complying with ASTM C1107, with fluid consistency and 30-minute working time.
 - 4. Shims: Load bearing, high-density multimonomer plastic, and non-leaching; or of cold-formed steel of same grade and coating as framing members supported by shims.
 - 5. Sealer Gaskets: Closed-cell neoprene foam, ¼ inch thick, selected from manufacturer's standard widths to



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match width of bottom of exterior track or rim track members.

- F. Provide two beads of acoustical sealant under bottom tracks of interior sound partition walls.

05 50 00 METAL FABRICATIONS

A. Ladders:

1. Access to roof scuttles shall be by ship's ladders complying with ANSI A14.3 fixed ladder requirements.
2. Provide 63 to 75-degree metal ship's ladders with handrails at both sides.
3. Fixed external transfer ladders are allowed only between adjacent roof decks. They shall not be anchored to the roof deck nor shall they rest on the roof surface. The lowest ladder anchor shall be at least 18 inches above the roof surface. The transfer ladders shall extend down both sides of the parapet that separates the two roofs whether the roofs are at different levels or the same. The ladder shall terminate 1 foot above the roof surface. At the roof surface below the termination of each ladder, a walkway pad shall be provided that is large enough for setting down tools and allow the user to get on or off the ladder. The transfer ladder shall have a platform at the point of transfer over the top of the parapet large enough to set down tools and allow the user to pass over unencumbered to the opposite side. Transfer ladders may be used as a roof-access only when the height differential between the two adjacent roofs is less than 42 inches.
4. Direct access by a roof scuttle or access door is required when the height differential between the two adjacent roofs exceeds 42 inches. See Division 7 for additional details.

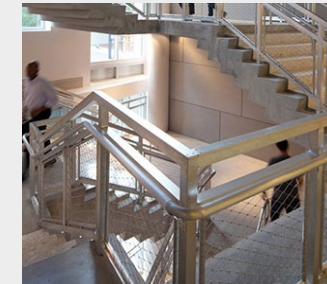
B. Stairs:

1. Exterior stairs shall be cast-in-place sealed concrete with recessed full-length metal anti-slip nosing at least 3 in. wide, anchored the full-width of each tread and landing. The nosing shall be installed aligned with the finished edge of the concrete tread.
2. Interior stairs shall be concrete filled metal- pan stairs or cast-in-place sealed concrete, with recessed full-length metal anti-slip nosing at least 3" wide, anchored the full-width of each tread and landing. For cast-in-place stairs, the nosing shall be installed aligned with the finished edge of the concrete tread. Interior metal-pan stairs shall be design with 100 pounds per square feet (psf) minimum live load.

C. Railings:

1. Railings and guardrails shall be designed to meet FBC loading requirements.
2. Railing systems utilizing post, cables, glass, metal mesh, etc. will be reviewed on a case by case basis and will required MDC prior approval.

05



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- 3. The inner railing of stairs or ramps shall be continuous. The outer railing of stairs or ramps does not have to traverse the entire intermediate landing, unless required for safeguards.
- 4. Handrails, posts and brackets for interior and exterior steps and stairs shall be aluminum with an integral satin clear anodized finish. Aluminum handrails shall not be painted or organic coated under any circumstances. All exterior handrails, when mechanically fastened to walls, shall be attached utilizing vandal resistant anchors.
- D. Provide self-drilling type concrete anchors where cast-in-place anchors are not practical.
- E. Stainless steel corner guards shall be installed at all exposed wall corners in the food service areas and custodial receiving areas.
- F. Equipment Framing Supports:
 - 1. Roof mounted equipment framing systems shall be supported by round vertical pipe sections to accommodate round roof flashing components.
 - a. Exposed steel shall be hot dip galvanized.
 - b. Coordinate with Division 7.
 - 2. The clearances from the finished roof to the bottom of the supporting steel equipment frames shall be at least 18 inches for roof maintenance or greater if required by Code.
 - 3. Equipment supports for rooftop mechanical and electrical equipment shall require that the height, member sizing, and layout of each supporting structure be designed by the equipment manufacturer, using a registered Florida Professional Engineer to calculate loads, including overturning moment of support and superimposed equipment according to FBC ASCE-7.

NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION



06 00 00 WOOD, PLASTICS, AND COMPOSITES**06 01 00 GENERAL**

- A. Elements of this division shall comply with Florida Building Code (FBC) and any other applicable building, fire, or safety codes.
1. Termites, moisture, and heat are factors to be considered in the use, selection, and treating of woods.
 2. Deal with environmental issues. Emissions of volatile organic compounds (VOCs) are a concern to MDC and shall be properly addressed. Adhesives containing formaldehyde or other VOCs are harmful and prohibited from use.
 3. Do not specify types of woods coming from rain forest areas of the world or other environmentally sensitive regions.
 4. Laminated plastics shall not contain toxic adhesives. Recycled materials are preferred over virgin materials.
 5. Some treatments of wood may be dangerous to health and the environment. Toxic materials may result when exposed to combustion. Do not specify these types of products.
 6. Oriented strand board and particleboard are not allowed for use.
 7. Wood construction shall be limited to miscellaneous blocking, trim, stage and gymnasium flooring, casework, and paneling.
 8. Structural wood products shall not be used for floor, wall, or roofing systems at new construction projects except at designated historical buildings or other locations as may be specifically required and as approved by MDC
 9. Wind loading design shall comply with FBC applicable to the project
 10. Roof design shall comply with Factory Mutual (FM) requirements for Class I rated assembly and FM uplifts classifications as determined by FBC ASCE-7.

06 10 00 ROUGH CARPENTRY

- A. Wood material shall not be used for any structural element.
- B. All lumber in contact with concrete, masonry or steel shall be arsenic-free, pressure treated and fire rated (when applicable).
- C. When wood is allowed to touch concrete or masonry, it shall be back-painted before setting.

DIVISION 06**WOOD, PLASTICS
AND COMPOSITES**

This section contains the following:

06 01 00 GENERAL

06 10 00 ROUGH CARPENTRY

**06 40 00 ARCHITECTURAL
WOODWORK**

06 42 00 Wood Paneling

06 60 00 PLASTIC FABRICATIONS



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**06**

- D. Wood for rough carpentry may be used only for the following applications.
 - 1. Blocking for installation of cabinets, shelving and wall-hung equipment such as marker boards, tack boards and metal shelving.
 - 2. Nails strips for installation of chair rails. Also, for wood base and crown molding in buildings matching existing conditions only.
- E. When allowed in Division 07 Thermal and Moisture Protection, nailers and cant strips shall be pressure-treated and certified.
- F. In all electrical, voice and data backboards use $\frac{3}{4}$ " fire-treated plywood.

06 40 00 ARCHITECTURAL WOODWORK

- A. Wood cabinet design should use industry standard modules as much as possible. Refer to Division 11 for laboratory casework
- B. Comply with accessibility requirements of FBC, program requirements, and ADA.
- C. Design and specify architectural woodwork according to Architectural Woodwork Institute (AWI) custom grade standards for quality of labor and materials.
- D. The following, but not limited to, applicable codes and standards shall be used if lacking specific reference in the FBC regarding Architectural Woodwork:
 - 1. American Society for Testing and Materials (ASTM)
 - 2. American National Standard Institute/American Hardboard Association ANSI/AHA A135.4 – Basic Hardwood.
- E. Specify plywood, any closed grain hardwood, or closed grain softwood except flat grain Douglas fir, yellow pine, flat grain redwood, or sitka spruce.
- F. Cabinet counter top shall have radius edge and corners. Sharp edges or corners are not permitted.
- G. Upper cabinets shall be the standard type, sloped type only if indicated in Program requirements.
- H. Cabinet fillers shall not be more than 2".



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06

- I. Cabinets in public, staff, or student occupied spaces shall be constructed of birch, red oak, white oak, or plastic laminate covered wood. Storage rooms, utility rooms, shops, food storage, and custodial closets should receive natural finished southern yellow pine, gum, poplar, birch, or beech.

SPACE	CABINET WORK EXT. FINISH	CABINET WORK INT. FINISH INCLUDING SHELVING	COUNTER TOPS
Classroom	Plastic Laminate	Plastic Laminate	Solid Surface
Science Lab/ Art lab	Solid Oak (Wood)	Solid Oak (Wood)	Epoxy (black matte finish) Acid resistant, monolithic
Research Labs	Solid Oak (Wood)	Solid Oak (Wood)	Epoxy (black matte finish) Acid resistant, monolithic
Music Lab	Plastic Laminate	Plastic Laminate	Solid Surface
Storage	Plastic Laminate	Plastic Laminate	Solid Surface
Food Preparation	Plastic Laminate	Plastic Laminate	Granite, Plastic Laminate with MDC approval
Reception	Wood Veneer	Wood Veneer	Stone or Solid Surface
Staff Office	Wood Veneer or Plastic Laminate	Wood Veneer or Plastic Laminate	Solid Surface
Executive Offices/ Faculty Offices/ Conference	Wood Veneer or Plastic Laminate	Wood Veneer or Plastic Laminate	Stone or Solid Surface
File Storage/ Supplies	Plastic Laminate	Plastic laminate	Solid Surface
Faculty Lounge/ Work Rooms/Dining/Multi Purpose Rooms	Plastic Laminate	Plastic Laminate	Stone or Solid Surface
Living Areas	Plastic Laminate	Plastic Laminate	Solid Surface
Toilet Room	-----	-----	Solid Surface

- J. For paint finishes, specify medium density overlay exterior plywood on both faces complying with AWI section 200



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for custom grade edge treatment.

- K. Transparent finishes and paint finishes shall comply with AWI custom grade finishes.
- L. Cabinets to receive plastic laminate finish shall have 3/4" thick 7 ply closed grain hardwood plywood with Type II water-resistant glue for case members, tops, bottoms, sides, backs, dividers, shelves, doors, and drawer fronts.
- M. Design and detail cabinets, blocking, fasteners, and supports for an assumed load of each shelf stacked to full paper capacity.
 - 1. Provide minimum 3/4" thick plywood construction at shelving and shelving divider walls at intervals not to exceed 3 feet on center.
 - 2. Provide minimum 1" thick plywood construction at shelving and shelving divider walls at intervals exceeding 3 feet on center.
- N. **The use of particleboard in casework or millwork is prohibited in MDC projects.**
- O. Provide marine grade plywood at all sinks and wet locations.
- P. Wood handrails are prohibited in MDC projects unless it is to match an existing condition and requires MDC prior approval.
- Q. Caulk between exposed cabinet surfaces and adjacent walls.
- R. All undersurfaces at semi-exposed counters shall be sealed. Finished to be smooth with no raw materials exposed.
- S. All surface counter to backsplash joint shall be provided with epoxy to match counter color (particularly at sinks and wet locations)
- T. All freestanding millwork to have power/data access panels under counter.
- U. No overhead storage above refrigerators due to ergonomics and fall risks.
- V. Coordinate hardware with the MDC Project Manager, the MDC locksmith and the MDC master keying system.
 - 1. Provide disc tumbler type locks at doors and drawers at locations according to program requirements.
 - 2. To coordinate keying system, provide locks with two sets of five primary tumblers and one set of four secondary tumblers.



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3. Specify controlled key blanks and registered key plan to maintain security.
4. Grand-master department locks with each room sub-mastered.
5. Cabinet locks within a room shall be keyed as instructed by MDC.
6. All doors and drawers to have silencers

W. Metal support brackets shall receive power coat finish when exposed

06 42 00 Wood Paneling

- A. Pre-finished wall paneling is not allowed at new construction, except at addition or renovation work required to match existing conditions or as approved by MDC.

06 60 00 PLASTIC FABRICATIONS

- A. Plastic laminate shall conform to NFPA, UL, and NEMA LD3-1993 for high pressure laminate.
- B. Plastic laminate minimum material thicknesses shall be as follows:
 1. 0.050" - Exposed surfaces and edges of drawer fronts, door fronts, counter tops, backsplash, and all other remaining exposed exterior horizontal and vertical surfaces.
 2. 0.027" - Exposed interior surfaces of door backs, cabinet sides, backs, and shelving and all other remaining exposed interior horizontal and vertical surfaces.
- C. Solid plastic laminate counter tops are accepted for use. However, stainless steel is required in food preparation areas. All kitchen counter tops and equipment to be stainless steel.
- D. Recycled plastics may be used for site furnishings in place of prohibited wood products and conditional uses of aluminum materials. Provide adequate bracing and support to minimize deflection.

NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION



07 00 00 THERMAL AND MOISTURE PROTECTION**07 01 00 GENERAL**

- A. This chapter identifies criteria for the design of thermal and moisture protection systems in Miami-Dade College Buildings with the purpose of establishing minimum standards to be used as a basis of design for Miami Dade College (MDC) Buildings. **All new buildings shall receive a Styrene-Butadiene-Styrene Modified Bituminous Membrane Roofing (SBS), all other roofing system will require MDC approval. All existing Buildings to be re-roofed shall receive (SBS) roofing system unless structurally unfeasible and/or previously approved by MDC.** The thermal and moisture protection systems/products provided under this division must be selected to provide weather tight and thermally efficient building envelope work environment for the occupants in a sustainable and reliable design.
- B. The thermal and moisture protection system products must be designed to comply with the following objectives:
1. Sustainable Design and products under the criteria to meet LEED standards as a minimum to reduce the total building energy consumption.
 2. Reflectivity for energy conservation.
 3. Longevity.
 4. Weather tight and watertight building envelope. Hurricane and puncture resistance and the ability to comply high velocity wind zone (HVWZ) requirements.
 5. Users comfort.
 6. Ease of maintenance.
 7. Compatibility with all adjacent materials both new and existing.
 8. Solutions with the best value considering a life cycle cost analysis to account for total project cost.
- C. These objectives are in line with the objectives of all Divisions and should be coordinated with requirements in Division 1 Section "SUSTAINABLE DESIGN REQUIREMENTS" and or as Program Requirements
- D. Thermal and moisture protection systems/ products shall comply with the requirements of the applicable authorities having jurisdiction including but not limited to the following:
1. Florida Building Code (FBC)
 2. State of Florida and/or Miami-Dade County Product Approval (NOA).
 3. Florida Building Code - Roofing Application Standards (RAS) and Testing Application Standards (TAS).

DIVISION 07**THERMAL AND
MOISTURE
PROTECTION**

This section contains the following:

07 01 00	GENERAL
07 01 50	Maintenance of Membrane Roofing
07 01 50.19	Preparation for Re-Roofing
07 10 00	DAMP PROOFING AND WATERPROOFING
07 11 13	Bituminous Damp proofing
07 13 26	Self-Adhering Sheet Waterproofing
07 14 13	Hot Fluid Applied Rubberized Asphalt Waterproofing
07 14 16	Cold Fluid Applied Waterproofing
	(Continues)



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4. National Roofing Contractors Roofing and Waterproofing Manual (NRCA).
 5. American Society of Civil Engineers (ASCE-7) Building Component and Cladding Calculations.
 6. United Laboratories (UL) Standards.
 7. ASTM Standards.
 8. Factory Mutual requirements for a Class I rated assembly.
 9. Energy Star materials and components for materials and evaluation by the Design Professionals.
 10. Standards included under each section.
- E. Minimum Design Standards for MDC Thermal and Moisture Protection is to provide general guidelines on the design and provisions for new and re-roofing of existing buildings. These standards shall not supersede code and or regulations nor relieve the Architects from their professional responsibility. Standards as follows:
1. LEED submittals shall comply with the required credits for compliance with Silver, Gold or Platinum as indicated on Division 01 or under the Project requirements. Document that all roof materials comply with Solar Reflectance Index requirements.
 2. Provide Product Data for Credits for adhesives and sealants used in the weatherproofing system including printed statement of VOC content.
 3. Provide Laboratory Test Reports with the required Credits for adhesive and sealants used in the weatherproofing system comply with the testing and product requirements of California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emission from Indoor Sources Using Environmental Chambers.
- 07 01 50 Maintenance of Membrane Roofing**
- 07 01 50.19 Preparation for Re-Roofing**
- A. The intent of these standards is to provide general guidelines on the design and provision for re-roofing of existing building. These standards shall not supersede code and regulations nor relieve the Architects from their professional responsibility.
- B. LEED requirements:
1. LEED submittals shall comply with the required credits for compliance with Silver, Gold or Platinum as indicated on Division 01 or under the Project requirements. Document that all roof materials comply with Solar Reflectance Index requirements.
 2. Provide Product Data for Credits for adhesives and sealants used in the weatherproofing system including printed statement of VOC content.
 3. Provide Laboratory Test Reports with the required Credits for adhesive and sealants used in the

07 18 00 Traffic Coatings
 07 19 00 Water repellent

07 20 00 THERMAL PROTECTION

07 21 00 Thermal Insulation
 07 26 00 Vapor Retarders

07 50 00 MEMBRANE ROOFING

07 52 16 Styrene-Butadiene-
 Styrene Modified
 Bituminous Membrane
 Roofing
 07 54 16 Ethylene Interpolymer
 (KEE) Roofing
 07 54 19 Polyvinyl-Chloride
 Roofing

07 60 00 FLASHING AND SHEET METAL

07 62 00 Sheet Metal Flashing
 and trim

07 70 00 ROOF AND WALL SPECIALTIES ACCESSORIES

07 71 23 Gutters and
 Downspouts

(Continues)

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weatherproofing system comply with the testing and product requirements of California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emission from Indoor Sources Using Environmental Chambers

- C. Unless otherwise required by Miami Dade College existing roofing system(s) scheduled to be replaced must be completely removed, including insulation, down to the structural substrate.
- D. Limit roofing materials to one roof system, preferred system to be (SBS) as indicated above. Use of a different roofing system shall require MDC approval on a per condition basis.
- E. Comply with local and state building code provisions.
- F. If reroofing work is being performed either above or adjacent to an existing roof not requiring replacement, specify protection requirements for the existing roof to remain. If the existing roof is determined to currently be under warranty coverage, contact the warrantor to determine if it has protection recommendations and requirements during the roof scope assessment phase and if roofing system needs to be inspected after the construction of adjacent new roofing has been completed
- G. Install access ladders at roof-to-roof transitions exceeding 24" inches in height.
- H. All roof penetrations (i.e. roof drains, vent through roofs, electrical conduits, lightning protection conduits, mechanical equipment curbs and supports, roof hatches etc.) shall be located no less than 16" away from each other penetrations, parapet walls, roof edges and roof mounted equipment and curbs.
- I. Ponding, for any period longer than 48 hours on any roof surface, is not allowed.
- J. Products containing hazardous materials such as asbestos, lead paint or other identified HAZMAT materials are not allowed.
- K. It is recommended that an experienced, qualified professional roof consultant be hired to evaluate the existing conditions of the roof system and to provide written recommendations for re-roofing procedures and roofing products. The evaluation should contain and include but not be limited to:
 - 1. Roof assembly system components to determine materials, thickness and moisture contents.
 - 2. Structural Assessment of the structural integrity of the deck.
 - 3. Fastener Pull-out values.
 - 4. Investigation of existing primary and secondary drainage capacity and calculations.
 - 5. ASCE-7 component and cladding wind pressure calculations

07

07 71 29 Roof Expansion Joints
07 72 33 Roof Scuttles/Hatches/
Skylights

**07 80 00 FIRE AND SMOKE
PROTECTION**

07 81 00 Applied Fireproofing
07 84 13 Penetration
Fireproofing
07 84 43 Joint Firestopping

07 90 00 JOINT PROTECTION

07 92 00 Joint Sealants
07 95 00 Expansion Control
07 95 13 Expansion Joint Cover
Assemblies



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6. Impact and changes as a result of current building code requirements.
 7. Investigation and testing for the presence of asbestos-containing roofing materials or other hazardous materials.
 8. Access condition of Sheet metal flashing to determine if existing sheet metal flashing can be reused and if it complies with Florida Building Code High Velocity Hurricane Zones Requirements.
- L. At all existing still under guarantee roof systems or assembly that indicate signs of premature failure or reduced service life. The consultant shall perform forensic testing as needed to determine reasons from failure. Determine if areas other than the roof is attributable to the causes of leakage, including but not limited to building envelop, exterior wall finishes, sealant failure at windows and other openings. Recommendations shall be submitted in writing to include if roof repairs or remedial scope will be sufficed or if a new roof system is necessary to avoid further leakage.
- M. Specify only products and systems allowed by Miami Dade College in the Design and Specifications Criteria Standards.
- N. General re-roofing requirements:
1. Re-roofing Conference
 2. Compliance with governing EPA notification regulations before beginning membrane roofing removal.
 3. Compliance with hauling and disposal regulations of authorities having jurisdiction.
 4. Compliance with FM Global Loss Prevention Data is required, specifically those related to re-roofing on FM insured building only and only when approved by MDC.
- O. Request that removal of portions of existing roofing system scheduled be removed. Shall be replaced with the new system and made watertight that same day. In some special cases due to specific job conditions an installation of temporary roof membrane(s) may be required; in such cases the Roofing Contractor together with roofing manufacturer should submit a temporary roofing membrane report to Miami Dade College for review; the report shall include recommendations from roofing manufacturer as to whether temporary roofing should remain in place. All temporary roofing when used shall to local building code requirement.
- P. Consider in the design the upgrading roofing insulation R-value whenever possible and MDC budgets permitting. Contact Florida Power and Light (FPL) to verify if scope qualifies for the roofing insulation rebate program. Verify that the increased insulation will not affect the roofing system fire performance and/or roofing heights in reference to drains, parapet walls and other roof edge/termination conditions.
- Q. Request inspection of deck after removing existing roof system down to deck. Request inspection of wood nailers to verify that they are in good condition and that nailer's attachment meets current wind-uplift loads. Require that



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**07**

wood nailers be replaced with new pressure treated wood nailers if conditions listed above are not met.

- R. Request inspection of existing roof penetrations and drains; Roofing consultant to be present during these inspections. Seek advice from roofing consultant as to raising equipment on roof that is too low for proper flashing.
- S. Request water testing of existing roof drains during each stage of reroofing, and roof drain plugging and plug removal requirements.

07 10 00 DAMP PROOFING AND WATERPROOFING

- A. The intent of these standards is to provide general guidelines on the design and provisions for building damp proofing waterproofing systems. These standards shall not supersede code and regulations nor relieve the Design professional from their professional responsibility.
- B. The Design Professional shall specify the damp proofing covered in this section.
 - 1. Select all waterproofing products that have Miami-Dade Product Approval (NOA) approvals or State of Florida Product Approvals.
 - 2. Comply with applicable building codes.
 - 3. On complex Projects hiring an independent waterproofing consultant will be required.
- C. Where the term "Manufacturer Technical Representative" is used, the term means an employee of the manufacturer who is trained and licensed by manufacturer to provide technical advice to architect on material, systems and installation methods, and to provide field observations. Manufacturer Technical Representative is not the product installer.
- D. Installers must be authorized, certified, or licensed by the waterproofing manufacturer.

07 11 13 Bituminous Damp proofing

- A. Damp proofing treatments are intended to resist the passage of water if no hydrostatic pressure is present.
- B. Use bituminous damp proofing on exterior cavity walls. Select bituminous damp proofing with a maximum VOC content of 100 g/L. Recommended Type: Cold Applied Emulsified Asphalt Damp proofing. Other types of damp proofing may be required to meet condition requirements. Consult with waterproofing consultant and system manufacturers' best suited system for site conditions and building components.



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- 07 13 26 Self-Adhering Sheet Waterproofing**
- 07 14 13 Hot Fluid Applied Rubberized Asphalt Waterproofing**
- 07 14 16 Cold Fluid Applied Waterproofing**

- A. Self-adhering sheet waterproofing and hot or cold fluid applied waterproofing require surface preparation, moisture testing, and priming.
- B. Listed systems are for concealed application and require protection board.
- C. Use of self-adhering sheet waterproofing is required in vertical below grade areas, including but not limited to elevator pit walls. Seek assistance from waterproofing manufacturer to determine if selected waterproofing is suitable to site conditions.
- D. In other areas, Architect should determine, based on specific conditions and recommendations from waterproofing expert/consultant, which waterproofing, whether self-adhering sheet, hot or cold or fluid applied, will perform best.
 - 1. VOC content for self-adhering sheet waterproofing membrane: 0g/L.
 - 2. Maximum VOC content of system primer and sealer: 200 g/L
 - 3. Maximum VOC content for cold fluid applied waterproofing system: 220 g/L.
 - 4. Maximum VOC content for hot fluid applied waterproofing system: 220 g/L.
- E. For exposed waterproofing system, use system best suited for application and exposure. Refer to Traffic Coating Section included in this section.

07 18 00 Traffic Coatings

- A. These guidelines describe the minimum physical requirements for traffic coatings.
- B. When desiring greater control, the Design Professional must determine if the specific project conditions require additional physical properties. Requirements may include minimum tensile strength, hardness, permeability, hydrolytic stability, water absorption, intercoat adhesion, and tear resistance.
- C. Minimum recommendations for traffic coatings include the following:
 - 1. Moisture in concrete adversely affects coating adhesion. Request that manufacturer's recommendations must be followed regarding preparation and application.



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2. Lightweight insulating aggregate concrete is always an unsuitable substrate.
3. Directly applying traffic coatings to untopped structural precast concrete decks is not recommended.
4. Durability: The service life of traffic coatings varies from 5 to 7 years. The service life is affected by many variables including quality of the substrate, type of deck, workmanship quality, traffic loading severity, and degree of exposure of the traffic coatings to the ultra violet ray's sun and the weather. The Design Professional must consider the above variables as they applied to the specific project conditions for the selection of the appropriate product.
5. VOC content for Traffic Deck Coatings: 100 g/L or less.

07 19 00 Water Repellent

- A. Use clear, penetrating water-repellent sealer, either silane or siloxane system. Choose best system suitable for surfaces indicated to receive water repellent coating. Select water repellent with a maximum VOC content of 600 g/L.

07 20 00 THERMAL PROTECTION

- A. The intent of these standards is to provide general guidelines on the design and provision for thermal insulation. These standards shall not supersede code and regulations nor relieve the Design Professional for their professional responsibility. Roof insulation should not be included in this section. Sound Insulation should not be included in this section.
- B. Do not indicate thickness of insulation; indicate required thermal resistivity (R) value in specifications. Required R values should be determined by the mechanical engineer and energy modeling program as required by FBC.
- C. Selection of insulation should be preceded by a careful analysis of applicable building codes and building regulations, including but not limited to combustion, flame spread, and smoke development.
- D. Where insulation is faced on one side of board, the location of vapor retardant facing should be determined by the mechanical engineer.
- E. Select products that have recycled content.
- F. Specify building insulation system that are compliant with FBC, MDC Design Criteria and FPL's roofing insulation rebate program, if available.



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07 21 00 Thermal Insulation

A. Acceptable thermal insulation material to include:

1. Boards

- a. Polyisocyanurate insulation, foil faced on both sides of board with no HCFC blowing agents.
- b. Glass Fiber Board Insulation, foil faced on one side of board.
- c. Extruded-Polystyrene Board Insulation for application between slabs: 60 psi compressive strength maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM 84.
- d. Basement Wall Insulation Drainage Panels: extruded-polystyrene board insulation drainage panels for application at exterior face of basement wall: 25 psi compressive strength.

2. Blankets

- a. Foil-Faced, Glass-Fiber Blanket Insulation. Maximum flame-spread and smoke-developed indexes of 75 and 150, respectively, per ASTM E84.
- b. Foil-Faced Mineral Wool Blanket Insulation: Maximum flame-spread and smoke-developed indexes of 25 and 0, respectively per ASTM E84.

B. Insulation Fasteners and adhesives: Specify insulation fasteners and adhesives recommended in writing by manufacturer and as required to suit conditions.

C. Ceiling insulation:

1. Do not place thermal blankets insulation directly above suspended acoustical ceilings with recessed lighting fixtures or within 3 inches of the recessed lighting fixture enclosures, wiring compartments or ballasts unless those fixtures are identified for such contact with insulation.

07 26 00 Vapor Retarders

- A. Comply with FBC-Florida Standard for Radon-Resistant New Commercial Building construction and EPA handbook for Sub-Slab Depressurization for Low Permeability Fill Material, both obtained from Department of Health Bureau of Environmental Toxicology, Radon and Indoor Air.
- B. Use a puncture resistance single-layer extruded polyolefin membrane, minimum fifteen (15) mils thick and maximum of 0.018 perms, to provide a continuous barrier between compacted fill and the building's ground floor slab. Indicate on the construction documents details of perimeter, penetrations, and joint conditions.



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Lap edges a minimum of 6" and seal with self-adhering joint tape. Ten (10) mil polyolefin sheets and tape may be used at exterior slabs.

07 50 00 MEMBRANE ROOFING

- A. Miami Dade College experiences with various materials and installations have led to the procedures and practices noted in this Division with an emphasis that no hot kettles or tankers be used on any facility. Miami Dade College is striving to standardize roofing systems, all new buildings shall receive **SBS Heat-Weld Modified Bitumen membrane systems, all other roofing systems will require MDC approval. All existing Buildings to be re-roofed shall receive SBS Heat-Weld Modified Bitumen membrane systems roofing system unless structurally unfeasible and/or previously approved by MDC. In the event that SBS roofing system is not feasible** then roofing materials shall match the roof system at each Campus facility as indicated below. Use of an additional roofing system will require Miami Dade College for review, consideration and possible approval prior to designing or installation.
- B. SBS Heat-Weld Modified Bitumen membrane is the preferred system for new or re-roofing, if (SBS) system is not feasible for existing buildings, then Designer shall provide system as per MDC Campus list below:
 1. MDC North Campus-SBS Heat-Weld Modified Bitumen membrane systems.
 2. MDC Kendall Campus- Thermo-Plastic Single-Ply membrane systems.
 3. MDC Wolfson Campus- Thermo-Plastic Single-Ply membrane systems.
 4. MDC Medical Campus- SBS Heat-Weld Modified Bitumen membrane systems.
 5. MDC Homestead Campus- Thermo-Plastic Single-Ply membrane systems.
 6. MDC InterAmerican Campus-SBS Heat-Weld Modified Bitumen membrane systems.
 7. MDC Hialeah Campus-- Thermo-Plastic Single-Ply membrane systems.
 8. MDC West Campus- Thermo-Plastic Single-Ply membrane systems.
 9. MDC Entrepreneurial Education Center- Thermo-Plastic Single-Ply membrane systems.
 10. MDC New Worlds School of the Arts-- Thermo-Plastic Single-Ply membrane systems.
 11. MDC Tamiami Aviation Center--- Thermo-Plastic Single-Ply membrane systems.
- C. The Design Professional shall use the following criteria as minimum requirements for the low slope roof systems. The low slope roof design shall include a 20 year, no dollar limit (NDL) manufacturer guarantee.

- 07 52 16 Styrene-Butadiene-Styrene Modified Bituminous Membrane Roofing
 07 54 16 Ethylene Interpolymer (KEE) Roofing
 07 54 19 Polyvinyl-Chloride Roofing



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- A. Heat Weld, Styrene-Butadiene-Styrene (SBS) fiberglass or polyester reinforced mineral surfaced cap sheet modified bituminous membrane roofing (One base ply + One Interply and One cap sheet) with a minimum 2-ply Styrene Butadiene Styrene (SBS) Modified Bitumen Mineral Surfaced roofing base flashings membranes specification. The Styrene-Butadiene-Styrene (SBS) modified bituminous membrane roofing shall be the Standard Basis-of-design.
- B. Ethylene Interpolymer (KEE) roofing system is also an approved and authorized system by Miami Dade College for use. The low slope roof design shall include a 20 year, no dollar limit (NDL) manufacturer guarantee; installed in the preferred fully adhered configuration or mechanically attached after review, evaluation and approval by MDC. Basis of Design Thermo-plastic membrane systems shall not be used at areas that are exposed to vandalism, traffic of corrosive atmospheres.
- C. Polyvinyl-Chloride (PVC) Roofing system is also an approved and authorized system by Miami Dade College for use. The low slope roof design shall include a 20 year, no dollar limit (NDL) manufacturer guarantee; installed in the preferred fully adhered configuration or mechanically attached after review, evaluation and approval by MDC. Basis of Design Thermo-plastic membrane systems shall not be used at areas that are exposed to vandalism, traffic of corrosive atmospheres.
- D. Roof systems designs shall comply with the following:
 - 1. Florida Building Code (FBC), including FBC - Roofing Application Standards (RAS), and FBC - Test Application Standards (TAS).
 - a. The entire roofing assembly shall be tested to comply with the missile impact requirements of SSTD 12-99.
 - 2. Miami-Dade County Product Control (NOA) or State of Florida product Approval (NOA) methodology.
 - 3. Underwriters Laboratories UL-790 and ASTM E-108 requirements for Class "A" fire rating for roof coverings.
 - 4. American Society of Civil Engineers (ASCE) 7.
 - 5. Uplift requirements based on the basic wind velocity pressures for the project according to the following:
 - a. Provide calculations, signed and sealed by a Florida registered professional engineer, establishing wind velocity pressure values for the specific project according to ASCE 7.
 - b. Use ASCE 7 Exposure Category "C" for wind design at Miami Dade College additions and new construction.
 - 6. Roofing project specific manufacturer's specifications.
- E. Limit roofing materials to one roofing system and one manufacturer at a facility when possible. Use of an additional roofing system requires Miami Dade College (MDC) approval on a per condition basis.



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- F. Different roofing systems shall be separated by a parapet, change of elevations, or any other means of termination to define warranty/liability limits and maintenance concerns.
- G. Provide proper disposal of rainwater watershed from roofs by the use of primary and secondary drainage scuppers, working, overflow scuppers, gutters, and downspouts complying with FBC - Plumbing requirements.
 - 1. Ponding water is not allowed.
- H. Products containing asbestos are not allowed.
- I. Design and locate traffic pads from roof scuttles and access doors to roof mounted equipment requiring maintenance or repair. Provide a fully adhered nonskid surface of a suitable Miami Dade College accepted product with a different color than the roof deck.
- J. See Division 05 and FBC - Roof Assemblies and Rooftop Structures for equipment framing support requirements.
- K. Membrane lap seams shall be positioned to expel or shed water. No water laps are allowed.
- L. Specify the Roofing Subcontractor, at project completion, to furnish roofing material to Miami Dade College-Facilities Maintenance Department for 100 square feet of replacement roof for each type of system installed.
- M. Provide secure anchorage with continuous cleats and fastenings at edge drip and parapet coping flashing conditions according to the most stringent applicable code requirements.
- N. Parapets.
 - 1. Limit parapet heights so parapet wall flashing felt shall not exceed a height maximum of 48 inches above the finished roof deck.
 - a. Roof membrane flashing shall cover the interior face of the parapet, wrap wood nailers secured to the top of the parapet, and be covered by a metal coping cap of stainless steel or aluminum and cleats as required by FBC requirements. All coping caps shall be constructed of stainless steel or kynar finished aluminum.
 - b. Use roofing systems manufacturer's recommendations for primer at all required areas for roof membrane applications areas.
 - c. Coping shall have outer hold-down cleats and be face fastened at inward facing parapet components with removable neoprene grommet type fasteners.



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- d. Slope top of parapets, nailers, and copings 1 inch per foot down to interior face.
 - e. Provide termination bars at the upper felt flashing vertical edge according to RAS 111 where required.
2. Existing parapet walls over 48 inches shall have roof membrane flashing between 8 to 24 inches in height above the finished roof deck and supplemental flashing or waterproofing/felt installation beginning from new metal counter flashing with a flat profile flange and cover the interior face of the parapet, wrap wood nailers secured to the top of the parapet, and be covered by a metal coping cap.
 - a. Seal membrane flashing according to manufacturer's requirements and membrane system used.
 - b. Provide term bars at the upper felt flashing vertical edge according to RAS 111.
 3. Parapets at precast and tilt wall construction shall comply with required parapet flashing and the following.
 - a. Tilt wall panel joint sealant if used shall be in place before parapet wall flashing or waterproofing/felt installation.
 - b. For existing parapet walls over 24 inches in height, use roofing sealants compatible with the tilt wall sealants for closure at the tilt wall joints and counter flashing flange before waterproofing/felt installation.
 - c. Provide wood nailers and coping between panel joints and allow for expansion/contraction.
 - d. Slope top of precast parapets 1 inch per foot down to interior face.
 4. Provide 24-inch-high maximum roof membrane flashing when flashing is required at adjacent vertical building walls.
 - a. Waterproofing is required for remaining interior roof side vertical and horizontal parapet wall exposed concrete or stucco or precast surfaces.
 5. No roof system shall be directly to a concrete deck.
 6. A concrete primer and a vented base ply or insulation over interior or exterior spaces shall be included in the manufacturer's systems and (ASCE) 7.
 7. Cellular insulating concrete roof decks when specified shall receive a nailed vented base sheet.
 8. Provide metal roof vents, according to roofing system manufacturers Recommendations, on cellular insulating concrete roof decks at a rate of 1 vent per 900 square feet for any roofing membrane or as approved by the roofing system manufacturer.
- O. Vegetated Green Roof Assemblies Standards requires approval by Miami Dade College prior to use.
- P. Trafficable roofing for roof top activities requires approval by Miami Dade College.



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Q. Provide substrate waterproofing at all roof / terrace tile applications.

R. Low Slope Roofing (Low Sloped Roofs Not Exceeding 2-1/2:12).

1. Low Slope Roofing at new construction shall be approved roof membrane system per the Campus indication. Where SBS heat-weld system is identified. The following shall criteria shall be used. A fiberglass or polyester reinforced membranes of the granular mineral surfaced cap sheet over two modified polyester reinforced smooth surface inner ply all plies heat welded. A base sheet shall be included if required by substrate and manufacturer's recommendations.
 - a. Roof slopes shall not exceed 2-1/2:12 (1/4" per foot). Verify Class "A" fire rating for proposed slope and comply with FBC
 - b. Comply with FBC, and roofing manufacturer's specifications. SBS roof slopes minimum 1/4" per foot, including crickets, which shall be at least 1/2" per foot.
2. Slopes at re-roofing solutions shall be a minimum at 1/8" per foot of SBS or single-ply materials, including crickets, shall be at least 1/4" per foot to existing drains or scuppers. Ponding shall be corrected according to FBC High Velocity Hurricane Zones – Re Roofing Considerations unless otherwise noted.
3. Where thermo-plastic sheet roofing membranes system is identified for specific campus the following criteria shall be used. Thermo-Plastic Single-Ply membranes fully adhered with heat-welded seams and over proper substrates can be used at reroofing projects with structural dead load concern and weight limitations concerns and written acceptance from Miami Dade College Facilities and Maintenance Department.
4. Thermo-plastic Single-Ply membrane roof slopes, including crickets, shall be 1/4" per foot for new construction and 1/8" per foot on re-roofing applications.
5. When both SBS modified bituminous membrane and single ply roofing systems are present on a facility such is where new construction abuts an existing building. Separate systems with a curb, expansion joint or other means of terminations to define warranty/liability limits and maintenance concerns.
6. Membranes with rubberized composition or membranes applied with hot asphalt are not accepted or allowed by Miami Dade College.
7. Coal-tar roofing systems and membranes will not be accepted by Miami Dade College.
8. Repair membrane for fleece backed membrane systems when used shall be without fleece backing.
9. Substantially completed roof systems shall be turned over to Miami Dade College clean and free of any construction debris and stains. Roof membrane patches or repairs shall not exceed 9 sq. ft. per every 100 sq. ft. area, or the entire roof membrane system and insulation will be removed and re-roofed.
10. Base sheets are required for the following conditions:
 - a. At cellular insulating concrete roof decks and other nailable substrates, provided a mechanically



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attached channel vented base sheet is specified.

11. At all use of granular mineral surfaced cap sheets, provide additional matching granules to cover any exposed heat weld "bleed-out".
12. An SBS mineral surfaced cap sheet used with other than a mineral granule topping as the as the last finished cap sheet requires prior acceptance by Miami Dade College on a per condition basis.

07 60 00 FLASHING AND SHEET METAL

07 62 00 Sheet Metal Flashing and Trim

- A. Comply with RAS 111 and FBC High Velocity Wind Zones - Weather Protection and Materials.
- B. Flash sheet metal for new and existing roofs shall comply with FBC RAS and TAS Standards Perimeter Flashing.
- C. PVC/Teflon for single-ply membrane roof systems shall be specified with the membrane roof specification when used in compliance with FBC requirements.
- D. Flashing metal shall comply with SMACNA, latest standards:
 1. New and re-roofing installations: Type 302 or 304 – 20 gage, 22 gage and 24 gage stainless steel or aluminum with kynar finished
 2. Historical buildings: Type 302 or 304 – 20 gage, 22 gage and 24 gage stainless steel or historical metal to match existing as accepted by Miami Dade College on a per condition basis.
- E. Flashing shall have an 8-inch minimum vertical height above finished roof system surface and be at roof openings, parapet walls, curbs, mechanical equipment, and any other surfaces intersecting the roof plane. Except at curbs and other roof mounted items designed to receive 8-inch-high flashing, extend other surfaces intersecting the roof plane at least 14 inches from the finished roof membrane.



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- A. Comply with RAS 111 and FBC High Velocity Hurricane Zones - Weather Protection.
- B. Provide downspouts for rainwater disposal from roofs.
- C. Provide gutters and downspouts at edge of roof perimeters when needed. Built-in gutters behind parapets and parapet top gutters are not allowed.
- D. Gutters, downspouts, scuppers, and conductor heads shall be stainless steel. Comply with SMACNA - Architectural Sheet Metal Manual, latest edition.
- E. Downspouts within 9 feet of finish grade or a slab shall be ductile iron or Schedule 80 PVC. Coordinate connections to stainless steel components.
- F. At all tilt-wall construction, scuppers and downspouts when used shall be offset a minimum of 12 inches from any tilt-wall panel joint.
- G. Connect downspouts to storm drain systems and shall contain a clean-out at 18" above grade level. Collector heads if used shall have provisions for overflow capacity apportion at the top of the collector shall be lower than the top of the scupper draining into it, or an overflow relief opening shall be provided in the collector head near it top, so that water draining off the roof would spill off of or out of the collector, and not be able to back up into the scupper and roof surfaces under instances of heavy precipitation.
- H. Downspouts shall be connected to a drainage system. Downspouts discharging on grade require Miami Dade College acceptance on a per condition basis. At ground surface, use poured in place concrete pads, not precast splash blocks.
- I. Paint downspouts to match adjacent wall color.
- J. Solder lap joints. Sealant at joints is not allowed. Provide expansion joints for thermal expansion and contraction.
- K. Provide strap reinforcement with hemmed edges and no sharp edges.

07 71 29 Roof Expansion Joints

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- A. Comply with FBC High Velocity Wind Zones - Roof Coverings with Slopes less than 2:12.
- B. Allow for expansion and contraction to minimize cracking and deterioration of building component materials and roofing membrane and systems.
- C. Design and locate flexible, weather tight, and durable expansion joints to allow for movement and to relieve stresses.
- D. Roof expansion joints shall be compatible and according to the roofing manufacturer's specifications and recommendations.
- E. Expansion joints shall be high profile.

07 72 33 Roof Scuttles/Hatches/Skylights

- A. At new facilities, provide safe and secured access by scuttles or access doors to each flat roof if the roof deck or parapet exceeds 13 feet above adjacent finish grade or ground floor exterior slabs.
- B. Access, by scuttle or access door, is required to adjacent roofs if more than 42 inches above accessible roofs.
- C. Fixed external ladders are not allowed. Only between roof decks and shall not be anchored to the roof deck or rest on the roof membrane surface.
- D. Locate roof scuttles, at least 30 inches wide by 54 inches long, over Miami Dade College accepted means of roof access in mechanical rooms, electrical, custodial storage rooms, or other custodial controlled lockable spaces.
- E. See Division 5 for ladders.
- F. Coordinate with roof framing for unobstructed access.
- G. Roof scuttles shall be connected to the building security system and have a hasp at the Interior.
- H. Skylights
 - 1. Skylight use is not allowed unless review and approved in writing from Miami Dade College.
 - 2. Existing skylights shall be removed at re-roofing projects unless otherwise directed by Miami Dade College. Provide and match existing structural deck and substrate.



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3. See Division 05 - Metals for equipment framing supports and clearances.

07 80 00 FIRE AND SMOKE PROTECTION

- 07 81 00 Applied Fireproofing**
07 84 13 Penetration Fireproofing
07 84 43 Joint Firestopping

- A. The intent of these standards is to provide general guidelines on the design and provision for applied fireproofing. These standards shall not supersede code and regulations nor relieve the Design Professional for their professional responsibility.
- B. Selection of applied fireproofing should be preceded by a careful analysis of applicable building codes, building regulations and authorities having jurisdiction. Select approved fire-resistance designs from Underwriters Laboratories (UL), based on the following types of applied fireproofing: cementitious fire-resistive materials and mastic or intumescent fire-resistive coating.
- C. VOC content for Applied Fireproofing: 0.
- D. Compliance with tested fire-resistance designs requires strict adherence to the materials and design details as indicated in UL's Fire Resistance Directory.
- E. Specify products only after carefully considering each for its properties, tested performance, serviceability, and appearance, when exposed to view, and cost.
- F. Specify cementitious fireproofing of density of not less than 15 lb./cu. ft for interior concealed air-conditioned areas.
- G. Specify medium density Portland cement based cementitious fireproofing of not less than 22 lb/cu. Ft. for interior exposed air conditioned or non-air-conditioned spaces where appearance is not important and where unexposed to human touch.
- H. Specify high density Portland cement based cementitious fireproofing of not less than 40 lb./cu. Ft for exterior concealed and exposed fireproofing where appearance is not important and where not exposed to human touch.
- I. The use of mineral-fiber is not allowed.



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- J. Specify mastic or intumescent fire-resistive coatings for interior and exterior exposed fireproofing where appearance is important and where exposed to human touch. This type of fireproofing can be finished to a smooth texture.
- K. Indicate types and extent of fire-resistant assemblies and their corresponding fire-resistance design identifications on drawings; do not this information in the specifications.
- L. Verify with fireproofing manufacturers if steel primer is allowed under fireproofing; verify compatibility of primer with fireproofing manufacturer if primer is required. Address this issue in specifications regarding coordination with steel preparation, compatibility testing, etc.
- M. For spaces above ceilings where space is used as air plenum may erode softer formulations of fireproofing. Consult with fireproofing manufacturers for their recommendations. Fireproofing in air plenums required flame-spread and smoke density indexes not exceeding 25 and 50 per NFPA 90A.
- N. Architect to request the following submittals:
 - 1. Product Data. Include VOC data.
 - 2. Shop Drawings showing extend of each type of fire proofing, applicable fire resistance U.L. design designations, thicknesses and treatment after application.
 - 3. Qualification data from installer.
 - 4. Finish samples where appearance is important.
 - 5. Mockup sample where appearance is important.
- O. Require pre-installation conference at the site.
- P. Applicator Qualifications:
 - 1. Applicator shall be qualified by a third-party qualification program established by UL. In addition, applicator must be approved by fireproofing manufacturer, and have a minimum of five ten years of experience applying specified fireproofing.
- Q. Manufacturer's field service: The Architect shall request the services of manufacturer technical representative to inspect the preparation and application of materials. The manufacturer's technical representative must visit the site before the installation, one visit during installation, and one visit after completion.
- R. Require special inspections of applied fireproofing as mandated by the International Building Code. Require special inspections as mandated by local codes.



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- S. Testing to be performed by an independent qualified testing laboratory paid by Owner.

07 90 00 JOINT PROTECTION

- A. This section contains the criteria for the design and materials selection of joint protection, including but not limited to joint sealants for traffic joints; non-traffic joints; mildew resistant and acoustical joints; latex sealant/caulking compounds; backer rods, sealant filled foam strips; bond breaker tapes; and primers.

07 92 00 Joint Sealants

- A. Detail and specify the appropriate joint sealer and backing for the following interior and exterior conditions. For exterior vertical conditions use silicone sealant. For horizontal traffic and non-traffic joints, use urethane sealants. Refer to current manufacturers' sealant guide. Joint Sealant applications include but are not limited to:
1. Joints in Vertical and horizontal surfaces.
 2. Vertical Expansion and Control Joints.
 3. Sealants exposed to physical abuse.
 4. Joints in Glass, ceramics, steel, aluminum and plastic applications.
 5. Joints in Precast panels joints; and joints between curtain walls and precast panels.
 6. Joints within Structural and non-structural glazing.
 7. Joints in Tub and Shower enclosures, sinks, and countertops.
 8. Joints in slabs with tiles as per Tile Council of North America (TCNA) guidelines.
- B. VOC content for Joint Sealants: 150 g/L or less. Consider the joint dimension and expected movement to specify the proper sealant. Good architectural practice calls for joint design four times the anticipated movement due to construction tolerances and material variations.
- C. Consider if the application is for new construction or remedial/remodeling projects.
- D. Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as confirmed demonstrated by sealant manufacturer based on testing and field documented experience. Confirm with joint sealant manufacturers if primer is required/recommended on surfaces receiving joint sealant. Specifications to include requirement for following testing:
1. Preconstruction Compatibility and Adhesion Testing performed by sealant manufacturer.



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2. Preconstruction Field-Adhesion Testing as recommended by sealant manufacturer.
3. Field Testing as recommended by sealant manufacturer.

E. Latex Joint Epoxy Sealants Compound:

1. Use latex joint epoxy sealants for interior non-moving joints on and between fields painted surfaces.
2. Use mildew resistant interior joint sealant products wherever humid conditions and high temperature exist.
3. Use latex acoustical sealant for exposed and concealed locations of acoustical joints.

F. Joint Backing:

1. Provide backer rod joint filler in horizontal joints subject to foot and vehicular traffic, at a distance beneath slab surface of 1/2 the joint width. Sealant manufacturer's recommendations as to type of backer rod joint filler must be followed.
2. Joint backing shall be omitted from joints in ceramic tile floors, which are less than 1/2-inch-deep if the joints are filled fully with sealant and if the sealant's manufacturer approves it. Provide backer rod in all other sealed joints at a depth that will permit application of sealant in an hourglass profile with a depth at neck 1/2 the joint width, but in no case more than 1/2 inch. All tile floor installations to follow Tile Council of North America (TCNA) guidelines.
3. Whatever the joint size or substrate, provide backer rod or bond breaker tape as necessary at back of sealant to prevent bonding. Exceptions: Sawed concrete joints; items bedded in sealant such as thresholds.
4. Backer rod: Closed cell foam rope of polyethylene, butyl neoprene or other material that will not bond to sealant, 25 to 50 percent larger in diameter than joint width, unless otherwise recommended by sealant manufacturer.

G. Bond Breaker Tape:

1. Polyethylene type of widths to suit joints. Provide over joint fillers other than polyethylene type, unless otherwise recommended by sealant manufacturer.

H. Primers:

1. Include requirement for priming of surfaces based on manufacturer's preconstruction compatibility and adhesion testing. Primer type to be as recommended by sealant manufacturer.

I. Applications:

The following guidelines address typical conditions where sealants and related components must be applied. The



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Design Professional shall complete the following non all-inclusive list for each specific project:

1. Joints Requiring Sealants:

- a. Joints around window frames, mullion ends, door frames and wall louvers.
- b. Exterior thresholds, front edges, rear edges and ends.
- c. Exterior and interior exposed and concealed joints between precast wall panel units and interior joints between backs of panels and concrete floor slabs at each level above first floor on fill.
- d. Exterior and interior wall and floor expansion joints including joints between concrete columns in concrete walls, between concrete columns and steel columns and between pre-finished metal wall panels and abutting materials.
- e. Outer perimeters of sheet metal scupper between sheet metal and masonry or concrete and between pre-finished sheet metal scuppers and metal wall panels.
- f. Joints at top of parapet cap flashings including lap joints in flashings.
- g. Joints at top of counter flashings including lap joints in flashings.
- h. Joints at top of pipe and conduit roof penetration counter flashings including lap joints.
- i. Joints at perimeters and splice joints for built-in gutters over pivoted glass panels.
- j. Metal-to-metal joints and metal to concrete joints in skylights.
- k. Joints between building walls and concrete walks and concrete paving. Joints in exposed concrete floors.
- l. Expansion joints, control joints, penetrations and perimeter joints in mechanical equipment room wearing slabs, patio slabs, and balcony slabs.
- m. Expansion joints at perimeter of ceramic floor tile areas and joints at interior corners in tiled wall and base areas.
- n. Perimeter joints at electrical and mechanical items penetrating walls, floors, ceilings and roofs.
- o. Expansion joints in quarry tile and paver tile areas 12 feet to 16 feet O.c. both ways in field and at perimeter.
- p. Expansion joints at all exposed decks and surfaces.
- q. Joint at perimeter of flagpole.
- r. Joints where Portland cement plaster/stucco and cement plaster abut other materials.
- s. Joints between walk-in refrigerators, freezers, food service equipment and other building surfaces using sanitary, mildew resistant silicone type sealant.
- t. Joints between sink and vanity countertops/backsplashes and other building surfaces. Joints in countertops. Use mildew resistant sealant or epoxy chemical bond if solid surface.
- u. Joints between walls and plumbing fixtures such as sinks, lavatories, urinals and prefabricated shower stalls, using mildew resistant sealant.
- v. Joints around piping in shower stalls and bathtub areas, using mildew resistant sealant.
- w. Bedding of metal accessories and fastenings in shower stalls and bathtub areas, using mildew resistant sealant.



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- x. Locations indicated on the drawings and where required to make joints weathertight.

2. Joints Requiring Latex Joint Sealants/Caulking

- a. Joints between interior hollow metal door and window frames and gypsum board, cement-plaster, masonry.
- b. Non-moving non-traffic joints between painted interior surfaces.

J. Colors

- 1. Select colors from standard manufacturer's color chart.

K. Manufacturer's technical services:

- 1. Consider using the manufacturer's technical service centers:
 - a. To assist in selecting the proper building sealant, properly designed joints and review of joint sealant specification.
 - b. To assist in testing such as:
 - 1) Compatibility and adhesion tests.
 - 2) Preconstruction field adhesion test to determine preparation and installation methods.
 - 3) Stain tests to confirm that joint sealant will not stain surfaces to be sealed.
 - c. To assist in interpreting test results. To assist in product recommendations, surface preparation and primer.
 - d. To assist in reviewing shop drawings and other pertinent technical information.

L. Applicator/Installer Qualifications: The Architect shall require:

- 1. An affidavit from the manufacturer approving applicator prior to installation.
- 2. Applicator shall have a minimum five years documented experience installing specified joint sealants and shall have successfully completed at least five projects of similar size and complexity.

M. Contractor Submittal requirements:

- 1. Submit for project records, sealant manufacturer's letter stating that substrates are acceptable, have been reviewed with the applicator; indicate if primers are required and if so the types of primers required for the



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various surfaces.

2. Submit for review, properly identified manufacturer's product data, with names, catalog numbers, specifications, surface preparation, primers required for each different type of surface, mixing and application directions for each product.
3. LEED requirements, including VOC contents.
4. Samples
 - a. Sealant manufacturer's full color range charts for selection by Architect and approval by MDC.
 - b. Small samples of each type of joint backing rod, sealant and bond breaker tape.

N. Preparation and Limitations: Per sealant manufacturer's recommendations.

O. Application of Sealants

1. Sealant Installation Standard: Comply with recommendations of ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

P. Field Testing

1. Water infiltration test will be performed, at the owner's option, at every exterior joint including but not limited to window, storefront and curtain wall.

Q. Warranty

1. Be aware that some warranties will require prior inspection and testing. Review warranties with manufacturer before preparing specifications.
2. Silicone Sealants:
 - a. 10 years manufacturer's written warranty.
3. Urethane Sealants:
 - a. 5 years manufacturer's written warranty.
4. Applicator/Installer: 2-year warranty covering sealant materials and workmanship covering joint failure should be required. Joint failure is defined as leaks of air or water; evidence of loss of cohesion; cracking or splitting; fading of sealant material; migration of sealant; evidence of loss of adhesion between sealant and joint edge. The sealant manufacturer and the sealant applicator shall sign this warranty.



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- A. This section contains the criteria for the design and materials selection of building expansion joint covers, including building expansion joint covers for interior and exterior application. Roof expansion joints are not part of this portion of standards.

07 95 13 Expansion Joint Cover Assemblies

- A. Detail and specify the appropriate joint cover and backing material.
- B. Characteristics and locations of expansion control systems/joint covers are determined by the structural engineer in consultation with the Architect.
 - 1. Location, size and movement characteristics of expansion joints are of key importance in the selection of expansion control systems/joint covers.
- C. Fire resistant rated expansion control systems are required by building code in fire-rated construction. Most expansion covers can be fire rated by addition of fire barrier.
- D. Exterior expansion covers must be provided with a watertight seal.
- E. Design parking structures requiring joint covers so that joints are located away from turning lanes, breakovers, and acceleration areas. Verify with MDC anticipated speed, weight of anticipated vehicles and loading requirements. Confirm with system manufacturer if selected system meets project requirements. Information/recommendations from manufacturers must be submitted in writing.
- F. Obtain expansion control systems from single source from single manufacturer.
- G. Manufacturer's technical services:
 - 1. Consider using the manufacturer's technical service centers to assist in selecting the proper building expansion control system/joint covers.
- H. Specify products only after carefully considering each for its characteristics to accommodate contraction and expansion, joint width, load capacity, fire rating and water-tightness where required.
- I. Joint Cover Materials/Types for Interior Application:



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1. Floors: Flush mounted floor systems fabricated with extruded Aluminum Covers, mill finish; other finishes and types must be approved by Miami Dade College.
 2. Walls and Ceilings:
 - a. Extruded Aluminum Cover Plate System anodized or baked enamel finish. Color as selected by Architect.
 - b. Elastomeric extrusions of color as selected by Design Professional.
 3. Provide fire resistance-rated joint covers in fire rated construction. As tested per UL 2079 and ASTM E1966
- J. Joint Cover System for Parking Expansion Covers
1. Specify system that supports moving vehicle loads, provides smooth walking surfaces for pedestrians, resists damage from dirt, environment exposure and function in weather extremes. The use of rubber pad systems is preferred.
 2. Use moisture barriers /gutter systems under joint covers.
- K. Joint Cover Systems for Open Air Expansion Covers
1. Slabs/Floors: Specify systems that can provide smooth walking surfaces for pedestrian, withstand environment exposure, resist damage from dirt and function in weather extremes. Select from Aluminum plate systems, mill finish, similar to interior but for heavy duty use and with moisture barrier.
 2. Exterior Walls and Soffits: Specify vertical cover plate system or flat seal system, subject to Miami Dade College approval. Provide moisture barrier behind/under cover. Use Fire barrier where required by conditions.
- L. Fasteners
1. For exterior application specify Type 316 stainless steel.
 2. For interior application specify Type 304 stainless steel.
- M. Installer Qualifications: The Architect shall require:
1. An affidavit from the manufacturer certifying applicator prior to installation.
 2. Applicator shall have a minimum five years documented experience installing specified expansion control covers and shall have successfully completed at least five projects of similar size and complexity.



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NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION

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08 00 00 OPENINGS**08 01 00 GENERAL**

- A. Wind loading design shall comply with the FBC edition designated for the project. Submit to the Building Code Consultant (BCC) calculations, signed and sealed by a Florida registered professional engineer, establishing wind velocity pressure values in accordance with FBC - ASCE-7.
- B. Fire resistance ratings for exterior doors, windows and other opening protectives shall meet FBC.
- C. Before Phase III – 50 % submittal, consult with personnel from MDC Facilities Operations Maintenance, Office of Emergency Management (OEM), and MDC Police, to identify final locations to receive Access Control System, motion detectors and other security measures.
- D. Submit plans, specifications, and preliminary hardware schedule to Office of Emergency Management (OEM) at least four (4) weeks before Phase III – 90 %. Resubmit a revised, corrected hardware schedule to Office of Emergency Management prior to issuance of the Final Phase III – 100 % construction documents for bidding or for building permit review.
- E. Entrances and Passageways shall comply with the following:
 - 1. **Exterior doorways shall be designed against water intrusion into the building. Adequate positive slope away from the doorway, with trench drains and/or overhangs shall be provided. Public entry doors shall be recessed or located under and overhang at a minimum of five (5') to prevent water intrusion.**
 - 2. Doors opening out into corridors or other pathways of pedestrian traffic shall be recessed.
 - 3. Door shall be installed so that the gap tolerance around the edges and at center of pair of doors does not exceed 1/8", except when code requires more stringent tolerance as in rated openings.
 - 4. All doors widths shall provide adequate clearance for moving larger equipment such as fume hoods and FFE. Maximum width of single doors shall not exceed 36". Use paired doors with removable mullion for larger openings.
 - 5. **Coordinate door opening force and closer timing with ADA requirements.**
 - 6. **Doors equipped with an opening device must be in full compliance with current ANSI and ADA.**
 - 7. **Perimeter of building openings shall receive sealant, sealant and backer rod, or weather-stripping.**

DIVISION 08**OPENINGS****This section contains the following:****08 01 00 GENERAL****08 10 00 DOORS AND FRAMES**

08 13 00 Metal Doors (Exterior)

08 14 00 Wood Doors (Interior)

08 30 00 SPECIALTY DOORS AND FRAMES**08 40 00 ENTRANCES, STOREFRONT AND CURTAIN WALLS****08 50 00 WINDOWS****08 60 00 ROOF WINDOWS AND SKYLIGHTS***(continues)*

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- 8. All building pedestrian entrances shall be designed with interior, recessed floor entry mats.
- 9. Openings in renovation projects shall match the finish of adjacent floors openings whenever possible.

08 10 00 DOORS AND FRAMES**08 13 00 Metal Doors (Exterior)**

- A. Steel doors shall be provided at all exterior locations. All exterior and service doors shall be galvanized, solid core flush steel. All exterior doors shall be insulated metal or aluminum storefront doors with adequate weather stripping to conserve energy.
- B. **Exterior wood doors are prohibited.**
- C. Glass shall be impact resistant.
- D. **Exterior building entrance doors shall have electronic card access, A/E to coordinate with Office of Emergency Management (OEM)**
- E. **Knock down frames are prohibited.**
- F. Doors, frames and their attachment/support system shall be designed to comply with the FBC designated for the project.
 - 1. Submit to Building Code Official calculations, signed and sealed by a Florida registered professional engineer, establishing wind velocity pressure values for the specific project in accordance with FBC ASCE-7.
 - 2. Construction drawings shall indicate complete information for all new doors and frames (including doors and frames being replaced in renovation projects), and all doors and frames being altered, including, but not limited to the following:
 - a. Doors receiving new hardware, such as the material, height, width, thickness, direction of swing and fire-rating in minutes/hours (if required by FBC Building, Table 715.3 - "Fire Door and Fire Shutter Fire Protection Ratings")
 - b. All new hardware.
 - c. Indicate installation details for new and replacement door frames (a detail for each frame type/profile

08 70 00 HARDWARE**08 80 00 GLAZING**

- 08 81 00 Glass Glazing (Interior and Exterior)
- 08 83 00 Mirrors

08 90 00 LOUVERS

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and for each applicable wall/partition condition and interior and exterior finish condition), showing, at a minimum, the anchorage of the frame to the wall or partition framing (the type and minimum number of anchors per jamb), finishes extending around the wall opening and their termination at the frame, caulking around the door frame (both sides), and grouting of the frame in accordance with MDC requirements of this Division.

- d. Indicate complete dimensions for masonry openings for new and replacement doors.
- e. A complete hardware schedule for new and replacement door hardware, or a reference for each door to its hardware set when such is noted in the specifications.

- 3. The Project Specifications shall include complete specifications for the new doors, frames and hardware, as well as for related conditions, such as partition framing and finishes that would be affected by the installation of new or replacement doors and frames.

G. Steel doors require hardware reinforcement. – Doors and Hardware. Doors with dimensions larger than 3'-0" in width and 7'-0" in height require additional hinges and special closers.

- H. All exterior doors at Kitchens or areas with Food Preparation to receive vermin proof gaskets.

08 14 00 Wood Doors (Interior)

- A. The use of wood doors shall be provided for all interior spaces including classrooms, labs, staff interior offices, administration areas and student services areas, the A/E shall specify the following:
 - 1. Wood doors shall be solid core (without a cardboard layer between veneer and core). Particleboard, hardboard or fiberboard are not allowed in door construction or any other type of "In-Contract" building component.
 - 2. Frames shall be 16-gauge A60 hot-dip zinc-iron alloy coated steel.
 - 3. Doors shall have a painted finish, natural finish, or a plastic laminate, with exposed edges smoothed or rounded.
 - 4. Wood doors are not allowed as fire rated doors.
- B. Door and Frame Types:
 - 1. All doors and frames shall be 16-gauge A60 hot-dip zinc-iron alloy coated steel unless otherwise indicated.
 - 2. Door frames for the following doors shall be securely anchored and grout filled in place by hand-troweling, using low-moisture grout. Grouting with slurry is not allowed:
 - a. All exterior doors.

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- b. All door frames located in masonry, concrete and tilt-up concrete construction.
 - c. Perimeter doors to Band room, Vocal Music room, Piano/Guitar Lab, CCTV rooms, Production Studio, Auditoriums, and other acoustically sensitive areas.
- 3. Provide double metal studs around all doorframes located in drywall partitions.
- 4. Provide steel picket gates with security grilles and protective guards to prevent access to activate exit device. – Doors and Hardware for details. Provide with 24-inch minimum width side panels or other means to prevent access to locking devices.
- 5. Doors to acoustically sensitive areas shall be constructed to meet the STC rating set forth by MDC Design Standards. In addition, these doors shall be provided with the following:
 - a. Sound seals and drop seals.
 - b. When the Educational Specifications require a vision-panel be provided on a door to an acoustically sensitive area, the vision panel shall be double-glazed with 1/4" and 3/8" tempered glass and be resiliently mounted, except when other glazing is required to comply with fire rating requirements.
- 6. At doors of food service areas, provide 6-inch high stainless-steel spats at doorframes with or without stops.
- 7. Door frames shall be double rabbeted.
- 8. Provide steel doors at mechanical equipment rooms. Include sound seals and aluminum thresholds at mechanical room locations accessed by interior corridors or adjacent to sound sensitive spaces.
- 9. Fire and smoke doors shall have door closers.
- 10. Interior fire and smoke doors serving stairs and corridors shall be provided with electro- magnetic hold-open devices activated to release by the fire alarm. At these locations, provide adjacent to the hold-open device, a "fin-shaped" partition or recess, the full height of door, to protect occupants from the exposed edge of the door when the door is in the hold-opened position. Center mullions for double-leaf doors are not allowed.
- C. Pedestrian doors shall be a minimum of 3'-0" wide, 7'-0" high and 1-3/4" thick or larger according to program requirements.
- D. Doors shall accommodate the largest piece of equipment or furniture scheduled for the space. A/E shall coordinate door size for large equipment such as hoods and with FFE for each room.
- E. Kitchen receiving door shall be 4'-0" wide, 7'-6" high, and 1-3/4" thick with a 180-degree out-swing. Provide 4 hinges at all doors that are greater than 3'-0" wide



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- F. Satellite wiring closets that are less than 3 feet in depth and more than 5 feet in width shall be provided with a pair of 3'-0" wide by 7'-0" high steel doors with head and foot bolts.
- G. Flammable storage rooms shall have a pair of 3'-0" wide by 7'-0" steel doors with a key operated removable center mullion.
- H. Security door contacts:
 - 1. Provide all exterior doors, except the FPL transformer vault doors, a security door contact for connection to the Facility's intrusion alarm.
 - 2. Provide all interior and exterior doors controlled by the Access Control System (ACS) as indicated by Office of Emergency Management (OEM). See Division 13 of MDC Design Criteria for details on these door locations.
 - 3. All doors that are both exterior and are controlled by the (ACS) shall be provided with two (2) independent door contact switches; one for the intrusion alarm and the other to the ACS.
 - 4. Clearly identify on the Door Hardware Schedule, all doors requiring security switch preparation and how many switches are required at each location.
- I. Door Swings and Recessed Doors:
 - 1. Doors shall swing in the direction of exit travel. When permitted by Code, in-swing doors may be used at occupied spaces.
 - 2. All doors to occupied spaces that swing into a corridor or covered walkway, shall be recessed the full width of the door leaf. There shall be no exceptions to this requirement. The depth of the recess shall not exceed the width of the widest door leaf and the width of the recess shall comply with ADA approach-to-door requirements.
 - 3. Provide out-swing doors at mechanical rooms, electrical rooms, telecommunication rooms, satellite wiring closets, custodial closets and other service spaces with low traffic use. Doors shall be able to be held open against an adjacent wall without reducing the required corridor width or traffic pattern except by the door thickness and hardware.
 - 4. At double loaded corridors, stagger doors to instructional spaces by at least 8 feet.
 - 5. Provide maneuvering clearances at doors to comply with accessibility requirements.
- J. Doors at Multiple Openings:
 - 1. All exterior pairs of doors shall have a removable 2" x 3", 11-gauge steel center hardware mullion that is



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grout filled and has secured anchorage. Fixed mullions are not allowed.

2. Unless otherwise specified in the Program or required by Code, pairs of doors serving interior mechanical or storage rooms shall not be provided with a center mullion.
3. Pairs of double egress doors with each leaf opening in opposite directions shall not be used at auditoriums, media centers, locker rooms, corridors, stairwells and any other areas restricting student access or requiring security.

K. Vision Panels.

1. Provide vision panels at all doors serving classrooms, smoke stop doors, practice rooms and music suites and other locations required by Code and at all classrooms
2. Vision panel shall be at least 4 inches wide.
3. Locate bottom of vision panels at 30 or 42 inches above the floor and top at 72 inches above the floor.
4. Vision panels at smoke stop doors shall not exceed 1296 square inches
5. Exterior door transoms and sidelights are allowed. The transoms and sidelights shall be impact-resistant glass units that meet all of the requirements for impact-resistant windows. When exterior door transoms and sidelights are utilized, the A/E shall submit the proposed manufacturer/window type, with specifications, for review and possible approval by MDC Division of Facilities Design and Standards.
6. For security purposes, vision panels shall not allow interior locking devices to be visible from the exterior.
7. Polycarbonates, such as "Lexan", are not allowed for glazing materials.

L. Peepholes.

1. Provide 1/2" diameter peepholes with 180-degree view, allowing for outward viewing from within a space in place of door vision panels at the following locations:
 - a. Kitchen receiving door.
 - b. Custodial receiving area.
2. Doors with peepholes shall comply with required fire ratings.

M. Door Ratings: Specify rating of doors according to FBC requirements.

N. For special security systems at doors, see Divisions 13 and 16.



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08 30 00 SPECIALTY DOORS AND FRAMES

- A. Specialty folding egress doors, or overhead drop-down type shutters for rated opening protection, shall not be used for general area separation or convenience path.
- B. Provide folding doors, “door-within-a-door,” and overhead coiling doors or grilles, according to Program requirements. All specialty doors require prior MDC approval.
 - 1. Comply with NFPA 101 for secondary exit access requirements in rooms using folding or movable partitions.
 - 2. Folding doors shall not contain particleboard.
 - 3. Provide all overhead coiling door and grilles an easily accessible padlock device to secure the operation of the door when not in use.
 - 4. All electric operated overhead doors shall be provided with obstruction sensors to stop and automatically change direction of the door travel.
 - 5. Overhead coiling doors located between an air-conditioned space and the exterior or a non-air-conditioned area, shall be provided with insulated slats.
 - 6. All exterior overhead coiling doors shall be provided with door contacts connected to the Facility’s intrusion alarm system.
 - 7. Dutch doors are not allowed.
 - 8. Bi-fold doors shall not be used unless accepted by MDC on a per condition basis.
 - 9. Full louvered doors shall have center rails. Exterior louvered doors shall be provided with insect screens and with security grille on interior side to prevent access to locking device.
 - 10. Access doors and panels shall be at least 12" x 12" where hand access is sufficient. Provide larger sizes as may be necessary to access equipment located beyond the finish surface. All access panels at wet locations to be stainless steel.
 - 11. Accordion folding doors shall be rated with STC 40.
 - a. Specify vinyl or fabric clad steel panel folding doors at student spaces. Panel coverings shall comply with the flame spread and smoke development class requirements of FBC.
 - b. Accordion or non-steel panel folding doors may be used at administrative areas.
 - c. Above ceiling tracks, provide an acoustical barrier having a sound transmission class equal to or greater than the accordion/ folding door.
- C. Roof Access



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1. Provisions shall be made for movement and servicing of rooftop equipment, depending on size of rooftop equipment, roof hatches may not be adequate. Review service access to the roof with the MDC Project Manager.

08 40 00 ENTRANCES, STOREFRONTS AND CURTAIN WALLS

- A. Aluminum and glass “store front” entrance doors may be used for public entries. Any additional aluminum framing and glass shall be the same material and design as the door.
- B. Aluminum entrance doors shall have 5-inch stiles (minimum) to receive door-mounted closers.
- C. For hinge-type doors, only one power door opener, for ADA purposes.
- D. The use of aluminum storefronts and their related entrance(s) shall meet the following minimum requirements:
 1. Aluminum storefront components shall be heavy-duty, and framing member thickness shall be no less than 0.125 inch.
 2. Storefront doors shall be provided with MDC approved surface mounted hardware and may contain glass-lites or vision-panels as determined by use or location.
 3. Exterior storefront assemblies shall comply with the following:
 - a. Meet wind load requirements per FBC and ASCE 7.
 - b. Have current Miami-Dade Notice of Acceptance (NOA), or a State of Florida Product Approval, for use in a High Velocity Hurricane Zone (HVHZ).
 - c. Comply with the design pressures indicated on the drawings, but no less than 100 PSF for both negative and positive pressures.
 - d. Comply with large and small missile impact rating per FBC. Shall have no water intrusion at 15.0 PSF as per ASTM E331.
 - e. A/E shall specify that all steel framing on exterior storefront assemblies shall have a factory-applied corrosion resistant coating applicable to the location of the project (distance from salt-water coastline).
 4. Aluminum components shall have an anodized finish per National Association of Architectural Metal Manufacturers (NAAMM), AA-C2241, Class I, minimum 0.7 mils. If the facility is within one mile from a saltwater coastline, the finish shall be an AAMA 2605 PVDF (polyvinylidene fluoride) corrosion-resistant coating such as “Kynar” or “Hylar”.
 5. A “Storefront and Curtain Wall Field Leak Test” shall be conducted at no cost to MDC as per items Q in the Window Section 08 50 00 below.



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08 50 00 WINDOWS

- A. **Operable Windows are not allowed at MDC unless it is to match an existing condition and with MDC previous approval.**
- B. **Operable windows are prohibited.**
- C. Accepted Window
 - 1. Windows intended for use at MDC facilities required MDC evaluation and approval. The following window type are acceptable for MDC projects:
 - a. Fixed.
 - 2. Exterior Windows:
 - a. The A/E shall specify impact-resistant windows with current Miami-Dade NOA or a State of Florida product approval for use in a High Velocity Hurricane Zone (HVHZ).
 - b. Submit to the BCC calculations, signed and sealed by a Florida registered professional engineer, establishing wind velocity pressure values for the specific project in accordance with FBC ASCE-
 - c. Windows shall be flanged at all sides to bed against the 3/4-inch lip all around the rough opening with appropriate sealants.
 - d. The construction drawings shall show details covering the installation of each type of new or replacement window (a detail for the head, jamb and sill condition for each window type/profile at each applicable wall condition and interior and exterior finish condition), including but not limited to: the method of attachment of the window frame to the building structure, including the type, number and spacing of fasteners and required penetration into the structure; the exterior and interior finishes extending to and around the wall opening (including the stool) and their termination at the window frame; caulking at the joint around window frame (interior and exterior sides); and complete dimensions for masonry openings.
 - e. In addition, impact resistant windows shall meet the following requirements:



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- 1) The impact-resistant windows shall be aluminum with a minimum 3/4-inch wide aluminum flange that runs around 100% of the perimeter. The unit shall be set in a full bed of sealant against the 3/4-inch lip in the concrete or masonry opening.
 - 2) The aluminum finish shall be per MDC Design Standards. When the project is located within one mile from a saltwater coastline, new aluminum windows shall have an AAMA 2605 PVDF (polyvinylidene fluoride) corrosion resistant finish such as Kynar 500 or Hylar 5000.
 - 3) The window unit shall be glazed and assembled in a factory; not built on site. All fastening holes shall be shop-drilled to follow the Miami-Dade NOA or State of Florida product approval requirements.
 - 4) Impact-resistant windows must pass AAMA 1302.5 forced entry test as well as the FBC and Miami-Dade County test.
 - 5) Windows shall be self-weeping to the exterior.
- f. The A/E shall select windows of standard architectural sizes for ease of replacement. The A/E shall minimize the use of decorative, unusually shaped, fixed windows.
- D. Windows shall be metal framed except as follows:
1. Renovation, remodeling or new additions projects at designated historical buildings where metal window frames would not be aesthetically acceptable. Prior approval from MDC Facilities Design and Standards is required for the type of window frame material to be used at these locations.
 2. MDC specific directive to use another window frame material.
- E. Steel windows with fire rated glass, fusible links and manually operated louvers may only be used at fire rated wall locations and shall be certified missile impact resistant.
- F. Indicate fixed window panels on construction document building elevations.
- G. Windows shall be provided proper security to prevent intruder access. For special security systems at windows, see Divisions 13 and 16.
- H. Maximum head height of windows shall not exceed required ceiling elevations.
- I. Clerestory windows require MDC Facilities Design and Standards acceptance on a per condition basis. Clerestory windows shall have sills at least 10 inches above adjacent roof surface.



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- J. Do not provide windows in auditorium, stage, storage rooms, custodial rooms, restrooms, telecommunication rooms and electrical/mechanical equipment rooms.
- K. All windows shall be provided with devices to control sunlight and darken room during audiovisual presentations. Refer to “Window Treatment and Window Shades” section of Division 12 of these Design Criteria for details.
- L. Windowsills (at exterior of windows):
 - 1. Use precast or cast-in-place concrete sills at masonry construction. The innermost portion shall be level with a dimension of at least 4 inches and have a 3/4-inch plumb lip going down to the outermost portion with a slope down to the exterior. Bucks and jambs and head shall align with lip.
 - 2. At tilt-up wall construction, windowsills shall be cast integral with the wall panel, using a sill profile similar to the one used for masonry construction. The remaining three sides of the window opening shall have a 3/4-inch lip.
- M. Window stools (at interior of windows): Use non-flammable, non-decaying materials such as marble, slate, quarry tile or laboratory epoxy counter material. Window stools shall not be located below abutting built-ins.
- N. Muntins, if used may be flat or 3-Dimensional and properly adhered to glass surface. When utilizing muntins in historical buildings, the designer shall specify the placement/pattern of muntins and the cross-section profile that most closely resembles the original historical window.
- O. Storage rooms, telecommunication rooms and electric closets, mechanical equipment rooms, new toilet rooms, custodial closets and other similar spaces shall be windowless.
- P. Screens are not required on windows except at kitchen and food preparation areas, cafeterias, existing toilet rooms and other locations according to program requirements.
- Q. A “Window Field Leak Test” shall be conducted at no cost to MDC, by the Contractor and window installer with the A/E and the MDC Project Manager present. At the discretion of MDC and independent testing company can be contracted. The “Window Field Leak Test” sequence that shall be conducted as follows.
 - 1. The initial test series shall be performed after the first factory-glazed operable window assembly has been installed at the site. The window assembly and its installation shall follow all of the requirements in the Contract Documents. After the assembly and installation have met all of the requirements for the “Window Field Leak Test” and been approved, it shall be used as the “standard” window mock-up.
 - 2. The goal shall be to determine, as early as possible, if the installation is being done correctly and to let the



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installer apply what is learned to succeeding window installations. The test will identify leaking within the window and leaking between the window and the surrounding construction. An outside consultant or an MDC Test Lab are not required to conduct the test. The Contractor and the installer shall conduct the Window Field Leak Test. The A/E and MDC Project Manager will witness and report the test results. A hose and a nozzle shall be utilized to conduct the test.

3. The Contractor shall conduct the initial test and as many re-tests of the initial window assembly as needed, until a leak-free assembly and installation are attained. After the second failed test, the Contractor may be back-charged for all MDC expenses generated by further tests, at the discretion of MDC Project Manager.
4. At the start of the initial test the glazed window assembly shall have been shimmed and fastened in the opening over blocking bedded in sealant as required by the window specifications. The flange at the perimeter of the window frame shall be set in a full bed of sealant. All interior finishes, such as the gypsum board and window stool, shall not yet have been installed against the window frame so that all water intrusions can be identified.
5. Representatives from the Contractor, window installer, window producer, MDC Project Manager and the A/E shall be present. Project Manager and the A/E shall be present during the initial and all later testing. The Contractor or window installer shall operate the hose nozzle for the testing.
6. Initial and later tests will be performed in two 5-minute phases with a brief interval between phases. A 5/8-inch garden hose and straight, adjustable brass nozzle shall be used for the test. Set the nozzle to produce an 8 inch to 10-inch diameter pattern at 8 feet to 10 feet distance from the window. Ascertain and note the water pressure where water from a public source enters the hose, preferably 45 PSI to 55 PSI. If a permanent water source is not available at the time that the test needs to be conducted the contractor shall supply equipment to achieve the required 45 PSI to 55 PSI. The Contractor shall spray water against the window while the A/E monitors for leaks or other signs of water intrusion at the interior side of the window.
 - a. For two minutes, spray the perimeter of the window opening, moving slowly, for 2 circuits, directing slightly more than half of the hose stream just within the window perimeter.
 - b. For one minute, spray the joints within the window opening, moving slowly along the vent joints, and the mullion or muntin joints.
 - c. For one minute make another circuit around the perimeter and along all joints.
 - d. Shut off the nozzle while the MDC Project Manager and the A/E review what the test has revealed. If the test is inconclusive, it shall be repeated.
7. Initial and later tests shall be adjusted to meet the actual window size. The test procedure above is designed for window assemblies/units that are 24 square feet to 40 square feet. When the window is less than 24



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square feet, reduce the 2 minutes to 1-1/2 minutes, and 1 minute to 45 seconds. If the window is 40 square feet to 70 square feet, expand 2 minutes to 3 minutes, and 1 minute to 1-1/2 minutes. If the window is 70 square feet to 120 square feet, expand the time to 3-1/2 minutes, and 1-3/4 minutes.

8. If the mock-up window unit in the initial test allows any water penetration the Contractor shall remove the unit completely and re-install the entire window assembly at no cost to MDC. The Window Field Leak Test shall be repeated as many times as required to produce a water intrusion-free result as determined by all parties.
9. The initial series of mock-up tests must prevent all water intrusion before the installation of the remaining windows is permitted.
10. The "Window Field Leak Test" shall be repeated when all window installations have been completed for a building elevation or section of a building. The A/E shall select 10% of the total window area from each building section or elevation on which to conduct the Window Field Leak Test. The 10% selected shall represent window assemblies from all of the floors and locations within the test zone. All of the procedures detailed above shall be followed when testing each window assembly selected by the A/E.

08 60 00 ROOF WINDOWS AND SKYLIGHTS

- A. Roof windows and skylights are prohibited unless previously approved by MDC Facilities Department.

08 70 00 HARDWARE

- A. All doors and associated hardware shall comply with the Florida Building Code, Chapter 11 Accessibility Code for Building Construction (Section 11-4.13).
- B. All Renovation or partial renovation projects, all new door hardware (except locksets and cylinders) shall match existing. Locksets and cylinders shall be upgraded to meet these standards. Finishes shall be selected to match existing, where practical.
- C. Hardware for fire-rated openings shall comply with A.I.A. (NBFU) Pamphlet No. 80, NFPA Standards NO. 101, UBC 702 (1997) and UL10C. This requirement takes precedence over other requirements for such hardware. Provide only hardware that has been tested and listed by UL for the types and sizes of doors required and complies with the requirements of the door and door frame labels.
- D. Where panic exit devices are required on fire-rated doors, provide supplementary marking on door UL label indicating Fire Door to be equipped with fire exit hardware and provide UL label on exit device indicating "Fire Exit Hardware".



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E. All hardware shall conform to MDC standards per requirements and manufacturers indicated below:

1. To the greatest extent possible, obtain each kind of hardware from only one manufacturer.
2. All numbers and symbols used herein have been taken from the current catalogues of the following manufacturers
3. To use manufacturers other than those listed requires prior approval of Miami Dade College Emergency Management/Office of Fire & Security via Variance Form.
4. If material manufactured by other than that specified or listed herewith as an equal, is to be bid upon, permission must be requested from the architect seven (7) days prior to bidding. If substitution is allowed, it will be so noted by addendum.

PRODUCT (Division Resp.)	ACCEPTABLE MANUFACTURER	ACCEPTABLE SUBSTITUTE
Hinges (8)	Hager	Ives
Locks & Latches (8)	Schlage ND-Series	None
Electronic Locks (8)	Schlage AD	None
Cylinders, Keys, Keying (8)	Everest Primus	None
Exit Devices (8)	Von Duprin	None
Door Closers (8)	LCN	None
Auto Operators (8)	LCN	None
OH Stops/Holders (8)	Not Approved	None
Magnetic Hold Opens (8)	LCN	JCI
Wall Stops/Floor Stops, Flush bolts (8)	Ives	Rockwood
Kick Plates (8)	Ives	Rockwood
Threshold/Weather-strip (8)	Zero	Pemko, Reese, NGP
Silencers (8)	Ives	Rockwood
Power Supply (Exit Devices) (8)	Schlage PS900 Series	None
EPT's Hinges	Von Duprin	Hager
ETW Hinges (8)	Command Access	Hager

F. Finish Hardware shall be as follows

1. Exterior Hinges:



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- a. Exterior Hinges shall be Stainless Steel (32D), Interior Hinges to be Satin Chrome (26D). Door Closers to be Aluminum. Locks to be Satin Chrome (26D), Exit Devices to be Satin Chrome (26D). Overhead Holders to be Satin Chrome (26D), Flat Goods to be Satin Chrome (26D) or Stainless Steel (32D) and the Thresholds to be Mill Finish Aluminum.

2. Hinges and Pivot:

- a. Exterior butts shall be Stainless Steel. Butts on all out swinging doors shall be furnished with non-removable pins (NRP).
- b. Interior butts shall be as listed.
- c. Doors 5' or less in height shall have two (2) butts. Furnish one (1) additional butt for each 2'6" in height or fraction thereof. Dutch door shall have two (2) butts per leaf.

G. Keying:

1. All cylinders shall be Schlage Lock Company Everest Primus D. Miami Dade College shall issue all new bittings in order to maintain the integrity of the Miami Dade College Schlage grand master key system.
2. Provide Everest Primus Cylinders Level 9GU for all applications. Structure # 584233 Primus ID # P04998 is to be referenced for all Everest Primus cylinders and key orders.
3. Each Campus to be provided their individual keyway, with one side-bit milling for all facilities. Keyway and biting to be determined by campus location, and subject to the approval of the Miami Dade College Emergency Management/Office of Fire & Security (OFS). Contact Miami Dade College Chief Locksmith (305) 237-2353 for keying information. All Engineering/Mechanical (all campuses) to be D345 Keyway.
4. Campus Keyway Standard:
 - a. Kendall Campus: D235 (1246- M/N Bldg, 1468- 1000-6000 Building, 1467- 1777- 9000/ L & K Building)
 - b. North Campus: D125 (1246, 1248, 1247)
 - c. Wolfson Campus: D135 (1456)
 - d. West Campus (D345)
 - e. Hialeah Campus (D125)
 - f. Homestead (D345)
 - g. Medical: D135 (1248)
 - h. IAC: D1454.
5. All keys and cylinders to be shipped directly to the Miami Dade College Office of Fire & Security. Restricted



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Product Authorization form required for all orders. All orders must include project # and/or name.

6. Provide Three (3) each change keys per lock and Six (6) each grand master and master keys. Stamp "DO NOT DUPLICATE".
7. All keys are to be provided in Everest Primus, in the proper keyway for all cylinders ordered.
8. Three control keys to be issued for all orders that include interchangeable core cylinders.
9. Keying meeting with Contract Hardware Distributor and Miami Dade College Office of Fire & Security to be held prior to any factory order being placed, in respect to keys and cylinders.

H. Locksets:

1. Locks shall meet these certifications:
 - a. Cylindrical Locks - ANSI A156.2 Series 4000, Grade 1 Strength and Operational requirements. Meets A117.1 Accessibility Codes. Cylinders are to be removable core type; TD designation, for either Primus or Everest Restricted final cores. Latch bolts shall be steel with minimum ½" throw, deadlocking on keyed and exterior functions. ¾" throw anti-friction latch bolt on pairs of fire doors. Strikes: Provide manufacturer's standard wrought box strike for each latch or lock bolt, with curved lip extended to protect frame. Locksets to be tested to exceed 3,000,000 cycles. Lock case shall be steel. Lock shall incorporate one-piece spring cage and spindle. Provide 5/8" minimum throw of latch and deadbolt used on pairs of doors. Provide Seven Year Warranty.
 - 1) Locks shall be Schlage ND series, "RHO" design.
 - b. Mortise Locksets and Latchsets Provide heavy duty mortise locksets and latchsets that comply with ANSI A156.13, Series 1000, Grade 1 Operational. Functions as listed in Hardware Sets. Locksets shall be manufactured from heavy gauge steel, minimum lockcase thickness 1/8", containing components of steel with a zinc dichromate plating for corrosion resistance. Locksets are to have a standard 2 3/4" backset with a full 3/4" throw. Deadbolt shall be a full 1" throw, constructed of stainless steel. Lock trim shall be through-bolted to door to assure correct alignment a proper operation.
 - 1) Locks shall be Schlage L9000 series, 06A lever.
2. Comply with UL requirements for throw of bolts and latch bolts on rated fire openings.
3. All locksets to be delivered to jobsite with temporary construction cores. Permanent cores to be installed by Miami Dade College's Office of Fire & Security.

I. Electronic Locksets:

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1. Electronic reader, hardware and access control shall be in compliance with Division 280500 design standard. All electronic hardware devices will be considered “card readers” and shall be furnished by a certified integrator.
2. Access Control shall be real time with complete monitoring capability provided by a Schlage hard-wired locking system that communicates to the Software House access control system. Locking system shall be comprised of a lock and trim that incorporates card reader, Request-to-Exit (REX) device, door position switch, and mechanical key override switch and, in the case of mortise locks, incorporate latch bolt position switch – all integral to the locking device. Locking device with integral card reader shall be available in proximity technology.

- a. Acceptable substitutions: None for new construction. Retrofit will be designed based on existing conditions.

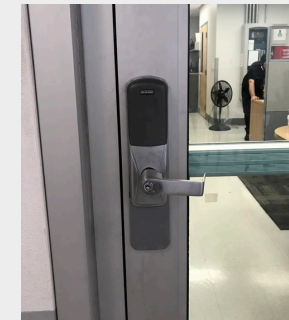
J. Exit Devices:

1. All devices shall be Von Duprin 98 Series in types and functions specified. All devices must be listed under “Panic Hardware” in accident equipment list of Underwriters Laboratories. All labeled doors with “Fire Exit Hardware” must have labels attached and be in strict accordance with Underwriters Laboratories.
2. All exit devices shall be tested to ANSI/BHMA A156.3 test requirements by a BHMA certified testing laboratory. A written certification showing successful completion of a minimum of 1,000,000 cycles must be provided.
3. All surface strikes shall be roller type and come complete with a plate underneath to prevent movement. And shall be provided with a dead-latching feature to prevent latchbolt tampering.
4. Power for Von Duprin “QEL” devices will be provided by Division 28. Power transfer; EPT-10 r ETW Hinge, to be supplied by Division 8.

- a. Acceptable substitutions: None

K. Door closers:

1. All closers shall be LCN 4040XP Series having non-ferrous covers, forged steel arms separate valves for adjusting backcheck, closing and latching cycles and adjustable spring to provide up to 50% increase in spring power. Closers shall be furnished with parallel arm mounted on all doors opening into corridors or other public spaces and shall be mounted to permit 180 degrees door swing wherever wall conditions permit. Furnish with non-hold open arms unless otherwise indicated
2. Door closer cylinders shall be of high strength cast iron construction to provide low wear operating capabilities of internal parts throughout the life of the installation. All door closers shall be tested to



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ANSI/BHMA A156.4 test requirements by a BHMA certified testing laboratory. A written certification showing successful completion of a minimum of 10,000,000 cycles must be provided.

3. Door closers shall utilize temperature stable fluid capable of withstanding temperature ranges of 120 degrees Fahrenheit to -30 degrees Fahrenheit, without requiring seasonal adjustment of closer speed to properly close the door. Closers for fire-rated doors shall be provided with temperature stabilizing fluid that complies with the standards UBC 7-2 (1997) and UL 10C.
4. Door closers shall incorporate tamper resistant non-critical screw valves of V-slot design to reduce possible clogging from particles within the closer. Closers shall have separate and independent screw valve adjustments for latch speed, general speed, and hydraulic backcheck. Backcheck shall be properly located so as to effectively slow the swing of the door at a minimum of 10 degrees in advance of the dead stop location to protect the door frame and hardware from damage.
5. Low energy operators to be LCN 9550/9540 series at exterior doors. 4630/4640 series acceptable at interior locations where door opening will be mainly mechanical

L. Trim and Plates:

1. Kick plates, mop plates, and armor plates, shall be .050 gauges with 32D finish. Kick plates to be 8" high, mop plates to be 4" high. All plates shall be two (2) inches less full width of door.
2. Push plates, pull plates, door pulls, and miscellaneous door trim shall be shown in the hardware schedule.

M. Door Stops:

1. Doorstops shall be furnished for all doors to prevent damage to doors or hardware from striking adjacent walls or fixtures. Wall bumpers equal to Ives WS407 Series are preferred, but where not practical furnish floor stops equal to FS436 or FS438 series. Drywall MUST be reinforced if receiving wall mounted stops.

N. Threshold and Weatherstrip:

1. Thresholds and weather-strip shall be as listed in the hardware schedule.

O. Door Silencers:

1. Furnish rubber door silencers equal to Ives SR64 for all new interior hollow metal frames, (2) per pair and (3) per single door frame.

P. Key Cabinet:



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1. Set up and index one (1) Key Cabinet that allows room for expansion for 150% of the number of keys for the project.

Q. Hardware Schedule:

1. **Sample Hardware Schedules** are available to Designers and Contractors for whatever assistance it may afford; do not consider it as entirely inclusive, please request Sample Hardware Schedule from Project Manager.

08 80 00 GLAZING

08 81 00 Glass Glazing (Interior and Exterior)

- A. Exterior glass shall be impact resistant (thermal) and designed to comply with FBC. Submit to the Building Official calculations, signed and sealed by a Florida registered professional engineer, establishing wind velocity pressure values for the specific project in accordance with FBC ASCE 7.
- B. Glazing at MDC buildings shall be tempered, laminated, insulated and/or fire rated glass. Do not use wire glass, acrylic sheets or glass block (glass block allowed at interior areas only with MDC prior approval). All glazing shall meet the following criteria:
 1. Tempered glass shall be used for all standard interior glazing.
 2. Laminated glass shall comply with ASTM C 1172, and with all required testing as per 16 CFR 1201 for Category II materials and shall be used all exterior applications and in interior applications requiring security. Laminated glass shall meet the following criteria:
 - a. Laminated glass shall have a polyvinyl butyral interlayer in compliance with manufacturer's recommendations and minimum thickness requirements.
 - b. Butyral interlayer color to be as per designer's selection with prior approval from the Campus.
 - c. Low-E glass shall be used for all exterior applications. Each condition shall be evaluated by the Design Professional as options for energy considerations on exterior applications. Energy consideration such as visible light transmittance and solar heat gain shall be evaluated as best suited for the project and the targeted energy savings goal for all projects with a minimum goal of LEED Silver Certification. The color and tint shall be selected to reduce energy consumption as recommended in the calculation/analysis report provided by the mechanical engineer. The following are recommended values:



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REQUIRED	RECOMMENDED
Overall unit thickness	1 inch (25mm)
Outdoor lite	Heat strengthened float glass
Interspace content	Air
Indoor lite	Heat-strengthened float glass
Low-E Coating	Pyrolytic on third surface
Visible light transmittance	0.62 percent minimum
Winter Nighttime U-Factor	0.29 maximum
Summer Daytime U-Factor	0.26 maximum
Solar Heat Gain coefficient	0.29 maximum

3. Insulated Laminated glass shall comply with ASTM E 2190 and it shall be used in interior areas where acoustical applications are required. Insulated laminated glass shall meet the following criteria:
 - a. Glass units shall consist of sealed lites of glass separated by a dehydrated interspace
 - b. Dual seal shall be provided with manufacturer's primary and secondary standards and standard spacer material
 - c. Dessicant shall be molecular sieve or silica gel or both as required
4. Fire rated glass shall be used in interior or exterior applications in compliance with fire rated requirements
- C. All glass color and/or tint shall be selected by the Designer and shall be approved previously by the MDC Campus where the project is located.
- D. Polycarbonate glazing:
 1. Polycarbonate glazing shall not be exposed to the interior of the building.
 2. Polycarbonate glazing is not allowed in door view panels or display cases

08 83 00 Mirrors

- A. Mirrors in faculty/staff & student group toilet rooms shall be 1/4" tempered glass, electrolytically copper plated, in stainless steel frames with concealed theft-proof mountings. Refer to Division 10.



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08 90 00 LOUVERS

- A. Louvers to be provided at exterior of buildings shall be "Horizontal Storm Resistant/Storm Class" aluminum louvers. Louvers to be provided with NOA or a State of Florida product approval for use in a High Velocity Hurricane Zone (HVHZ). Refer to Division 10.
- B. Mechanical louvers are prohibited in exterior building installations.

NOTE: this division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents

END OF DIVISION



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09 00 00 FINISHES**09 01 00 GENERAL**

- A. The selection of materials shall be assessed for long-range, life-cycle cost analysis.
- B. The Architect/Interior Designer shall provide a detailed interior color board including all paints, wall tiles, grouts, wood door finishes, millwork, cabinets/countertops, and any other publicly visible interior finishes. Preliminary finish options (paint, carpet, tile, toilet partitions, exterior materials etc.) shall be presented to Facilities at the end of Phase II Design Development. The final color board shall be submitted and approved by completion of Phase III 50% submittal.
- C. Samples of ALL finishes and finishing materials must be submitted to the Owner PRIOR TO ORDERING.
- D. Provide finish materials durable and able to cope with south Florida weather conditions. Finishes shall allow for cleaning of graffiti or stains with relative ease by the building's custodial staff. The design and selection of building finishes shall be based on the following:
1. Vandal resistance.
 2. Cost effectiveness.
 3. Durability.
 4. Resistance to cracking and peeling.
 5. Resistance to fading or discoloration from exposure to abrasion, cleaning, sunlight, weather, acids or other chemicals.
 6. Weather tightness under normal and hurricane conditions.
 7. Absence of excessively rough or sharp textures and features.
- E. Finish materials are major contributors to the "Sick Building Syndrome". MDC is greatly concerned about materials harming the occupants or the environment either by the manufacturing process or use in buildings.
1. Finish materials containing or able to emit harmful substances or particles into the air shall not be used.
 2. Building products shall not contain asbestos, lead, formaldehyde, mercury, volatile organic compounds (VOCs), or any other harmful products. Only non-toxic adhesives are to be used in MDC installations.

DIVISION 09**FINISHES**

This section contains the following:

09 01 00	GENERAL
09 06 00	Schedules for finishes
09 20 00	PLASTER AND GYPSUM BOARD
09 21 00	Plaster And Gypsum Board Assemblies
09 29 00	Gypsum Board
09 30 00	TILING
09 50 00	CEILINGS
09 51 00	Acoustical Ceilings
09 54 00	Specialty Ceilings
09 60 00	FLOORING
09 64 00	Wood Flooring
09 65 00	Resilient Flooring
09 66 00	Terrazzo Flooring

(Continues)



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F. Interior finish materials shall comply with:

1. NFPA 101 Chapters 6, 10, and 11 for interior finish flame spread general requirements.
2. Florida Building Code (FBC) – Building, Chapter 8, INTERIOR FINISHES.
3. Tile Council of America, Inc. – Handbook for Ceramic Tile Installation.

G. The A/E shall specify that HVAC systems shall be operational and shall maintain at 75 + /- 2 degrees Fahrenheit and a constant 55 +/- 2 percent relative humidity for a period of at least 3 days (72 hours) before beginning the installation of specified interior finishes. These conditions shall be maintained at all times until installation of interior finishes are completed and accepted by MDC. The A/E shall specify that the Contractor shall record conditions at least every 4 hours and provide supplemental temporary air-conditioning or dehumidification if HVAC is not operating at specified conditions. Exterior openings shall be kept closed during these periods by using temporary or permanent barriers.

H. When renovating existing spaces that contain ceramic tile and grout, in lieu of replacing tile and grout with new product, the A/E shall evaluate existing conditions and consider the option of refurbishment of the existing tile and grout with a product similar/equal to SaniGLAZE or MicroGuard. This option shall be submitted to the MDC for their approval on a per project basis.

09 06 00 Schedules for Finishes

A. Finishes shall be provided as per chart below

	WALLS	FLOORING	BASEBOARD	CEILING
Public Spaces and Lobbies	• 5/8" high impact abuse resistant gypsum board. Type "X" if Fire rating is required	• Hard tile • VCT • Carpet tile • Luxury vinyl tile (LVT) • Polished concrete with MDC approval • Terrazzo with MDC approval.	• Tile • Rubber • Rubber • Rubber • Rubber • Rubber • Terrazzo cove	• Acoustical Tile* • Specialty Ceilings with MDC approval

09 67 00 Fluid-Applied Flooring
09 68 00 Carpeting

09 70 00 WALL FINISHES**09 90 00 PAINTING AND COATING**

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	WALLS	FLOORING	BASEBOARD	CEILING
Classrooms	5/8" high impact abuse resistant gypsum board. Type "X" if Fire rating is required	VCT	Rubber	Acoustical Tile*
Auditoriums	5/8" high impact abuse resistant gypsum board. Type "X" if Fire rating is required	Carpet Tile	Rubber	Acoustical Tile*
Computer Labs	5/8" high impact abuse resistant gypsum board. Type "X" if Fire rating is required	- Carpet Tile - Static dissipative VCT	Rubber	Acoustical Tile*
Offices	5/8" gypsum board. Type "X" if Fire rating is required	- Carpet Tile - LVT	Rubber	Acoustical Tile*
Conference Rooms	5/8" gypsum board. Type "X" if Fire rating is required - Chair rails as required	- Carpet Tile - LVT	Rubber	- Acoustical Tile* - Specialty Ceilings with MDC approval
Dining Facilities	5/8" high impact abuse resistant gypsum board. Type "X" if Fire rating is required	- VCT - Sheet Vinyl - Hard Tile - Terrazzo with MDC approval	- Rubber - Rubber - Tile - Terrazzo cove	Acoustical Tile* (Vinyl)
Laboratories	5/8" high impact abuse resistant gypsum board. Type "X" if Fire rating is required	- Polished concrete - Epoxy Coatings (non slip Finish) - Acid resistant rubber	- Acid resist. Rubber - Epoxy - Acid resist. Rubber	Acoustical Tile*



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	WALLS	FLOORING	BASEBOARD	CEILING
Corridors	• 5/8" high impact abuse resistant gypsum board. Type "X" if Fire rating is required	• Carpet Tile • LVT • Hard Tile • Terrazzo with MDC approval	• Rubber • Rubber • Tile • Terrazzo cove	• Acoustical Tile*
Elevators	• Refer to Division 14 Conveying System	• Refer to Division 14 Conveying System	• Refer to Division 14 Conveying Systems	• Refer to Division 14 Conveying System
Stairs	• 5/8" high impact abuse resistant gypsum board. • Paint concrete masonry walls with MDC approval	• VCT • Sealed Concrete with integral slip resistant tread • Hard Tile, Terrazzo (Only Monumental Stairs with MDC approval)	• Rubber • Rubber • Tile • Terrazzo Cove	• Exposed structure • Specialty Ceiling (Only Monumental stairs with MDC approval)
Mechanical/Electrical Rooms	• 5/8" high impact abuse resistant gypsum board. • Painted concrete masonry walls with MDC approval	• Sealed Concrete • Epoxy	• Rubber • Epoxy	• Exposed structure
Telecommunications Rooms	• 5/8" high impact abuse resistant gypsum board.	• VCT (anti-static)	• Rubber	• Exposed structure
Restrooms or wet areas	• ½" fiberglass reinforced cement board	• Ceramic tile	• Ceramic tile	• Plaster
Showers	• ½" fiberglass reinforced cement board	• Ceramic tile • Terrazzo	• Ceramic tile • Terrazzo cove	• Plaster



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	WALLS	FLOORING	BASEBOARD	CEILING
Gymnasium/Stage/ Dance Studio	• 5/8" high impact abuse resistant gypsum board • Painted concrete masonry walls with MDC approval	• Hardwood	• Heavy duty ventilating type, molded Rubber cove.	• Acoustical tile • Exposed structure

* For all Acoustical ceilings provide NRC rating.

09 20 00 PLASTER AND GYPSUM BOARD

09 21 00 Plaster and Gypsum Board Assemblies

- A. Lath and plaster systems must use galvanized steel metal lath in conjunction with acoustic plaster to eliminate rust stains. All lathing accessories shall be made of zinc alloy.

09 29 00 Gypsum Board

- A. Gypsum Board shall be a minimum of 5/8" in thickness.
- B. Moisture-resistant gypsum board (green board) shall be installed within five feet (5') of wet areas.
- C. The substrate for shower walls tile shall be ½" minimum fiberglass-reinforced cement board.
- D. **Gypsum wall board shall not be installed until the building is adequately dried-in.**
- E. All drywall must be placed on metal channels or metal studs a minimum of 16" on center.
- F. Metal framing (non-structural) shall provide a true, flat system to receive gypsum board.
- G. Stainless steel outside corner guards must be used in high traffic areas and where mobile equipment is utilized. Corner guards shall be adhered with construction adhesive and not with screws or double stick tape. Size as follows:



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1. Classrooms: 2" x 2" x 4'
 2. Labs: 3" x 3" x 4'
- H. Control joints shall be designed into the interior elevation.
- I. The following finish grade levels are required by space type:
1. Level 0 finish: Prohibited
 2. Level 1 finish: Plenum areas above ceilings and attic spaces
 3. Level 2 finish: Garages, storage and closets
 4. Level 3 finish: Mechanical rooms, electrical rooms and telecommunication rooms
 5. Level 4 finish: Classrooms, corridors, offices, conference rooms, atriums and dining rooms
 6. Level 5 finish: Laboratories, clinics, auditoriums, or as recommended by A/E
- J. Fire-rated Assemblies shall be provided incorporating materials and construction as indicated in the tested assembly. Products used shall carry a classification label from a testing laboratory acceptable to the authority having jurisdiction.
- K. STC Rated Assemblies shall be provided as per chart below incorporating materials and construction as indicated in the tested assembly.

SPACE DESCRIPTION	STC RATING	RC	RT (occupied)
Classrooms and Laboratories	48	25 - 30	
Music	57	30 - 35	1.3 max
Auditorium	52	20 - 25	1.0 - 1.5
Separation elements	48		
Language Arts Labs	52	25 - 30	0.5 - 0.8
Mechanical Rooms	50		
Administration	52	30 - 35	
Library	52	25 - 30	0.5 - 0.7
Production Studio, Control Room, Editing Rooms, Workshop	52	30 - 35	
Toilets (individual and group)	46		



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SPACE DESCRIPTION	STC RATING	RC	RT (occupied)
Food Service areas including Kitchen, Food Prep and Serving Areas	46		
Resource rooms and skills labs	48	30 - 35	
Dining Rooms	48	30 - 40	0.6 - 0.8
Gymnasiums			2.0 max

- L. Provide interior wall finishes above ceilings meeting acoustical, fire resistance and thermal envelope requirements.
- M. All walls and partitions shall go all the way to the bottom of the structure above at all classrooms, labs, offices and conference rooms to prevent sound transmission from one space to the other
- N. Soffits:
1. Provide all interior soffits with 5/8" gypsum board or 5/8" Type X gypsum board if rating is required.
 2. Provide exterior soffits with:
 - a. Two coats of stucco over concrete/masonry. Use stucco for exterior soffits if a finish is needed to protect above-ceiling utilities, equipment and other elements from potential damage by weather, vandalism or excessive wear.
 - b. Exterior half-inch concrete board systems reinforced with vinyl-coated, woven glass-fiber mesh for soffits and other decorative elements not part of the structural envelope, with MDC approval.
 - c. Exterior soffits shall be designed to meet FBC wind load requirements.
- O. Walls:
1. Provide interior non-student and administrative areas with 5/8" gypsum board or 5/8" Type X gypsum board if rating is required.
 2. Provide interior student spaces and high traffic areas with 5/8" impact/abuse-resistant, mold/moisture gypsum board
 3. Provide exterior walls with:
 - a. Two coats of stucco over concrete/masonry.



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- b. Half-inch concrete board systems reinforced with vinyl-coated, woven glass-fiber mesh only for decorative elements and with MDC approval.
 - c. At weather protected surfaces, provide stucco over expanded metal lath or paper-backed hot dipped galvanized welded wire fabric not part of the structural envelope.
- P. Walls and Ceilings at Showers drying, locker rooms, public and student toilets, and any other high moisture content spaces:
 - 1. Shall receive ½" fiberglass reinforced cement board with tile, paperless gypsum board with glass fiber or other inorganic, mold/moisture resistant facings.
 - 2. Refer to "Tiling" for other requirements.
- Q. Electrical fixtures are not allowed on exterior walls or stairs exposed to the elements.**
- R. Provide access panels through plaster, stucco (cement plaster), veneer plaster and drywall ceilings in sufficient size, number and location to above ceiling electrical, mechanical or other elements requiring access. Access panels in areas with moisture such as restrooms, custodial rooms, labs etc. to be stainless steel.
- S. Prefabricated metal or plastic stucco reveals are not allowed. Strike final stucco coat to achieve score patterns. Slope bottom edge of horizontal score lines to dispel water.

09 30 00 TILING

- A. Tile work shall be designed and specified per project program requirements.
- B. It is preferred that all tile for a project be from one manufacturer.
- C. For existing areas, when patching tile is required, designer shall develop a pattern to incorporate the new tile.
- D. Trim units and special shapes shall be provided to match characteristics of adjoining flat tile and comply with the following:
 - 1. External corners, bullnose shapes with round out base and top trim special shapes or stainless-steel accessories.
 - 2. Internal corners, field-buttet square with square in-corner base and top trim special.



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3. No visible cut tile edges are permitted.
4. Provide bullnose shape at top of non-full height wall applications.

E. Ceramic Floor Tile:

1. Floor slabs to receive tile shall be recessed the depth of the tile and setting bed to provide a level plane at access points. Slabs shall be appropriately sloped to floor drain and shall have steel trowel and fine broom finishes with no curing compounds used.
2. Friction coefficient to be minimum 0.42 in wet areas and breaking strength to be minimum 300 lb.
3. Floor tile in wet areas shall be not greater than 2-inch by 2-inch by ¼-inch.
4. Provide a tile cove wall base at areas with a ceramic tile floor.
5. Tile flooring shall be suitable for floor use and be easily maintainable.
6. Select color of tile and epoxy grout to conceal dirt for low maintenance. Avoid very light colors and very dark colors.
7. Provide marble thresholds at doorways or entrances to wet areas with ceramic tile flooring.
8. Installation of ceramic tile over existing ceramic tile is not allowed.

F. Ceramic Wall Tile:

1. Provide ceramic tiles from floor to ceiling, in all student group restrooms, restroom vestibules, shower areas, cafeteria kitchens, snack bars, salad bars, food serving areas, and other areas as required by Project Program Requirement.
2. Provide a ceramic tile wainscot, from floor to at least 7'-0" above finish floor, in whole tile increments, in all single use restrooms.
3. In custodial closets, walls adjacent to the custodial service sink shall be provided a ceramic tile wainscot from floor to at least 4'-0" above finish floor, in whole tile increments, extending a minimum of one-foot beyond the foot-print of the custodial service sink.
4. Apply tile over 1/2" waterproof concrete backer boards that is reinforced with vinyl-coated woven glass-fiber mesh.
5. Typical wall tile size: Nominal 4-inch x 4-inch and 5-16-inch minimum thickness.
6. Provide bullnose trim pieces at corners of tile walls and cove bases at floor line.
7. Installation of ceramic tile over existing ceramic tile is not allowed.
8. At existing custodial closets slabs that cannot be recessed provide epoxy finish flooring. In lieu of tile.
9. At new custodial closets provide industrial grade epoxy grout.

G. Porcelain Tile:

1. Provide 12-inch x 24-inch, non-glazed "through body" high-grade porcelain tile in lobbies and special areas.



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2. Substrate shall be in accordance with MDC Design Criteria.

H. Quarry Tile:

1. Provide quarry tile in kitchen and other service/high traffic areas.
2. Floor slabs to receive quarry tile shall be recessed the depth of the tile and setting bed to provide a level plane at access points. Slabs shall be appropriately slope to floor drain and shall have steel trowel and fine broom finishes with no curing compounds used.
3. Quarry tile shall be flat, impervious and be easily cleanable.
4. Quarry tile size shall be 6 inches by 6 inches by 1/2 inch thick.
5. Specify dark gray, acid resistant, epoxy grout with pre-waxed quarry tile to avoid quarry tile staining.
6. Do not use thin set at quarry tile installations.
7. Provide 6-inch high quarry tile wall base to match floors except at walls with ceramic tile.
8. Slope floors down uniformly 1/8 inch per foot to floor drains located at low points. Ponding is not allowed.

09 50 00 CEILINGS

- A. Specify unobstructed minimum ceiling heights according to Code and Program Requirements.
- B. Lay-in Ceiling is the preferred ceiling type since it allows free access to above ceiling spaces offering flexibility for future needs.
- C. Central receiving, custodial closets, electrical, telecommunication and mechanical rooms, gymnasium floor, stage area and language arts labs shall have an exposed painted ceiling structure, unless otherwise required by Code to meet fire rating requirements.
- D. The use of exposed structure ceilings in instructional areas is not allowed without prior approval from MDC.

09 51 00 Acoustical Ceilings

- A. The typical interior ceiling shall be 2'-0" x 2'-0" lay-in acoustical panel suspended ceiling system.
- B. Grid installation shall have support wiring at 4 feet on center on main support runners and within 3 inches of each corner of each drop-in light fixture. Hanger gauge as required by manufacturer.
- C. Cafeteria kitchens, salad bars, snack bars, and serving areas shall receive 2'-0" x 2'-0" lay-in vinyl-faced gypsum



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panels with an aluminum-capped or aluminum suspension system. Tiles to be mildew and bacteria resistant.

- D. Ceilings less than 8'-0" above finish floor at ceiling retrofit projects shall receive a 2'-0" x 2'-0" suspended ceiling system with abuse resistant lay-in panels.
- E. Existing Acoustical Ceilings:
 - 1. In remodeling and renovation projects, replace existing ceilings with 2'-0" x 2'-0" lay-in acoustical tile suspended ceiling.
- F. Ceilings shall provide the required sound absorption (NRC), STC rating, light reflectance and fire rating for each specific area according to the Project Program Requirements.
- G. The use of Metal ceilings and metal soffits requires MDC approval.
- H. Reflected ceiling design shall coordinate all ceiling mounted elements and accessories.
- I. Lay out ceiling tiles to avoid perimeter units of less than 1/2-unit width.

09 54 00 Specialty Ceilings

- A. Specialty Ceilings are only allowed in areas as provided in the finishes chart above with MDC prior approval.

09 60 00 FLOORING

- A. Flooring material locations shall be in accordance with the Educational Specification developed for each project.
- B. Select finishes based on durability, initial costs, and ease and cost of maintenance.
 - 1. Finish flooring shall be extended fully under all built-ins.
 - 2. Flooring shall have slip resistance coefficients of at least the following values:
 - a. 0.6 at level floors and walks.
 - b. 0.8 at ramps and inclined floors and walks.
- C. Areas to receive sealed concrete floors shall be provided with a smooth finish and according to program requirements.



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- a. Seal with a translucent, non-yellowing and non-toxic sealer.
- b. Concrete slab must be tested for moisture content according to the flooring manufacturer's instructions.
- c. Use rubber cove wall bases at interior installations. Standard wall base height for resilient and carpet floor installation to be 4" unless previously approved by MDC.

09 64 00 Wood Flooring

- A. Floor slabs to receive wood shall be recessed the depth of the wood flooring system to provide a level plane at access points.
- B. Prior to installation all wood floors shall be acclimatized to the surrounding areas.**
- C. Provide 1-1/2" or 2-1/2" wide x 3/32" thick, grade no. 2 or better, tongue and groove, maple or other accepted MDC wood over wood sleepers on cushioning pads according to the following:
 - 1. Gymnasiums: 3/8" pads.
 - 2. Stage, Gymnastics/dance, and Little Theater: 5/8" pads.
- D. Wood flooring shall be installed in accordance with manufacturer recommendation. In addition, specify ventilated cove rubber bases or other type base as recommended by specific flooring system manufacturer.
- E. Expansion joint covers shall be stainless steel and flush with flooring.
- F. Provide mats or dirt gratings for the full width of gymnasium entrance doors. Mats shall be securely anchored to the floor.
- G. Include multi-color MDC logo at the center of the gymnasium floor.

09 65 00 Resilient Flooring

- A. Provide Vinyl Composition Tile (VCT) floors in classroom areas. An (VCT) tile to be bio-based.
- B. Provide Luxury Vinyl Tile (LVT) floors in corridors, entrances and special areas. LVT static load 2,000 psi and wear layer thickness 20 mil (.5mm). An (LVT) tile to be bio-based.
- C. Areas with Resilient flooring shall receive 4-inch rubber cove base.



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- D. Interior stairs when applicable shall receive rubber nosing and treads, rubber risers and rubber stringers.
- E. Concrete slabs receiving resilient flooring must be tested for moisture content according to the flooring manufacturer's instructions. Relative Humidity (RH) and pH testing as per ASTM 2170 and 710.
- F. Only non-toxic adhesives shall be used for resilient flooring installations.
- G. Existing resilient flooring shall be removed, and floor prepared to manufacturer's recommendations when new resilient flooring is required.

09 66 00 Terrazzo Flooring

- A. Terrazzo flooring is only allowed in areas as provided in the finishes chart above with MDC prior approval. Follow requirements of the National Terrazzo Association for all installations.

09 67 00 Fluid Applied Flooring

- A. Epoxy flooring shall be used in areas according to program requirements.
- B. Concrete slabs receiving fluid-applied flooring must be tested for moisture content according to the flooring manufacturer's instructions.
- C. Specify a smooth orange peel surface.
- D. Slope floors down uniformly 1/8" per foot to floor drains located at low points. Ponding is not allowed.
- E. Provide a 4-inch high integral epoxy base with epoxy flooring unless directed otherwise by MDC.

09 68 00 Carpeting

- A. Carpet shall comply with FBC and ADA.
- B. Carpet type shall be carpet tiles to be used in areas designated by program requirements, tufted and vinyl backed, no rolled carpet unless with prior approval by MDC.
- C. Carpet fiber shall be high quality nylon with no olefin fibers, 100% solution dyed and shall have stain-resistant treatment.



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- D. **Carpeting in stairways, break rooms and food service areas is prohibited except in Auditorium or Theater stairs.**
- E. Carpet selection shall be approved by campus upper management.
- F. Concrete slabs receiving carpeting must be tested for moisture content according to the flooring manufacturer's instructions.
- G. Specific Requirements:
 - 1. Tufted carpet shall comply with the following as certified by an independent testing laboratory and:
 - a. Carpet installation: Glue-down applications for classroom/ assembly and egress. Adhesive strips are not allowed.
 - b. Backing: Unitary, 100 percent synthetic materials, resistant to shrinkage, decomposition, mildew, or supporting odor. Primary and secondary backings and organic materials are not allowed.
 - c. Description: Tufted level or textured loop, domestic manufacturer.
 - d. Binding Sites: 1/8 or 1/10 gage.
 - e. Yarn Ply: Multi-ply.
 - f. Pile Fiber Brand Name and Content: 100 percent branded (Federally registered trademark), with soil hiding, stain and static resistant continuous filament nylon, hollow or solid core, and shall not have been reclaimed from any textile fabric.
 - g. Permanent Static Resistance: Shall not exceed a peak electrostatic charge generated of 3 Kv maximum.
 - h. Average Pile Fiber Weight: Not less than 28 ounces per square yard.
 - i. Finish Pile Thickness: 0.195 inch maximum.
 - j. Tuft Bind: Not less than 20 pounds.
 - k. Minimum Radiant Flux: 0.45 watts per square centimeter.
 - l. Smoke Density: Not to exceed optical density of 450.
 - 2. Carpet shall also comply with the following minimum performance criteria:
 - a. Produced by a domestic manufacturer and be of inorganic composition.
 - b. Dye Method: Solution dyed.



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- c. Total weight: Not less than 60 ounces per square yard.
 - d. Weight Density Factor: Not less than 125,000.
 - e. Microbial Resistance: Minimum 90 percent bacterial reduction and limited to maximum 20 percent fungal growth.
 - f. Flammability: Federal Flammability Standards DOC FF 1-70.
- H. Provide metal transition strips at changes of flooring materials.
 - I. Carpeted spaces shall receive rubber cove wall base.
 - J. Computer related areas shall receive anti-static carpet.

09 70 00 WALL FINISHES

- A. Interior wall finishes are designated in the project program requirements and as per Schedule for Finishers Chart above.
- B. Vinyl wall covering and wallpapers are prohibited.
- C. Acrylic decorative panels and glass decorative panels may be used with MDC prior approval
- D. Select interior finishes based on fire resistance ratings, STC ratings, durability, initial cost, and ease and cost of maintenance compared with other systems. Refer to STC ratings under Plaster and Gypsum Board Section above.
- E. Chair rails to be provided at all conference rooms. A/E to coordinate height of rails with specified FFE.
- F. Provide corner guards at all corridors and classroom entrances.
- G. Interior wood paneling may be used only with prior written approval from MDC. Paneling shall comply with flame spread ratings, codes and standards. Provide proper backing and sealers.
- H. Acoustically Absorptive Wall Panels:
 - 1. Use to achieve acceptable NRC and reverberation characteristics in cafeteria dining rooms, auditoriums, music rooms, little theaters and gymnasiums.



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2. Panels shall comply with flame-spread rating requirements.
 3. Panel attachments shall be concealed.
 4. Fabric covered panels or any other acoustical treatment susceptible to damage in cafeteria dining rooms, music rooms, or any other student occupied spaces shall be at least 7'-2" above finished floor.
 5. See General Considerations for acoustical ratings under "Schedules for Finishes" above
- I. Epoxy Resin Wall Finish:
1. Use in cafeteria food storage rooms, physical education locker rooms, chemical storage and other programmed spaces requiring impervious wall finishes and not receiving ceramic tile.
 2. Epoxy resin products shall be water based and free of solvents.

09 90 00 PAINTING AND COATING

- A. All paint shall meet LEED criteria for Low Volatile Organic Compounds (VOC)
- B. Paint submittals require acceptance by A/E before it is submitted for review and acceptance by MDC. Specify that the Contractor shall only proceed with painting with the A/E and MDC written approvals allowing painting to begin. Provide 8 1/2" x 11" drawdown on hard stock showing the brand, paint color and sheen.
- C. All interior paint shall be "**Snowberry**" as basis of Design. Paint to be ordered from Stein Paints, 545 W Flagler St, Miami, FL 33130 Phone (305) 545 8700 or other approved Manufacturers.
- D. Paint Color selection (interior and exterior) requires approval by MDC except for pre-approved colors. Pre-approved colors included at end of this Division. *Sample included at the end of this Division SK-09.1*
- E. In exterior areas with little circulation A/E to consider the use of Anti-Graffiti Paint".
- F. All paint materials shall be applied in accordance with manufacturers' directions at not less than the recommended spreading rate:
 1. Over existing compatible painted finishes, apply at least two coats of paint to achieve a finished product, except where more durable finishes are required under the scope of work.
 2. Prime surfaces that have been prepared properly required two (2) coats of finish paint on top of primer.
 3. Finish to be smooth.



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- G. All exposed exterior metal components and trim to be provided with a finish, applied or inherent to prevent corrosion.
- H. Exposed interior fire suppression piping shall be appointed in finished areas and stairwells
- I. Do not paint hardware or fire door labels
- J. Specify a mock-up of each wall surface condition, allowing space for a minimum of 100 square feet for each color of paint to be used for project wall surfaces. Mock-up walls shall be constructed and cured for a minimum of 28 days, the same as is required for the permanent walls.
- K. Specify a minimum of 28 days for concrete and stucco/plaster to cure, before painting. If scheduling does not allow the minimum 28 days, specify that the Contractor is to provide moisture and pH test results to the A/E for review and approval prior to starting painting.
- L. Specify a bonding type primer or acid etching for pre-stressed or other types of smooth concrete to obtain an adequate paint bonding profile.
- M. Specify that walls and ceilings of exposed structure in storage and mechanical and electrical rooms in new buildings and additions are to be painted.
- N. Lead-based paints or primers are not allowed for use.
- O. Specified paint shall have a 6-year manufacturer's warranty for labor and materials.
- P. Handling and disposal of solvents shall comply with applicable environmental agency requirements.
- Q. Wall paint shall be the following finish types:
 - 1. Classrooms, common areas, offices, corridors, service areas, custodial rooms, mechanical/electrical/telecom rooms shall be satin or eggshell finish.
 - 2. Restrooms, food service areas and break rooms shall be semi-gloss finish
 - 3. VIP offices and conference rooms must be eggshell or flat
 - 4. Ceilings shall be flat
- R. Coating System shall be as follows:
 - 1. Exterior concrete shall be painted with a flat acrylic finish, with primer and two coats of paint with a total dry



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film thickness not less than 2.5 mils.

2. Interior concrete shall be painted with a semi-gloss enamel finish, with 3 coats of paint over primer with a total dry film thickness not less than 3.5 mils.
3. Interior concrete masonry units shall be painted with a semi-gloss alkyd enamel finish, with 2 coats of paint over primed, filled surface, with a total dry film thickness not less than 3.5 mils, excluding filler coat.
4. Gypsum bard wall systems shall be painted with a semi-gloss alkyd enamel finish with two coats of paint over primer, with a total dry film thickness not less than 2.5 mils.
5. Ceilings shall be painted with a flat emulsion finish, with two coats of paint over primer, except restrooms which shall be painted with a semi-gloss alkyd enamel finish with two coats of paint over primer, with a total dry film thickness not less than 2.5 mils.
6. Stained woodwork (trim, doors, etc) shall be stained with three coats: first coat polyurethane finish stain coat; second coat oil-type interior wood stain and third coat sating polyurethane finish.
7. Ferrous metals shall be painted with two coats of semi-gloss enamel over primer, with a total dry film thickness not less than 6.0 mils.
8. Exterior unpainted brick or concrete buildings shall be waterproofed with a professional-grade silane or siloxane water-repellent solution
9. Service room floors at interior mechanical, electrical telecommunication/data rooms custodial closet and recycling rooms shall be sealed with a non-slip epoxy finish.

S. Repainting of Existing Surfaces.

1. All existing areas receiving new paint shall be provided with pull test prior to proceeding with re-paint work. A/E to indicate rooms and spacing for Paint Manufacturer required pull test.
2. Cleaning, proper treatment of mildewed areas, patching, and crack repair are required. Loose or deteriorated caulking at the perimeter of openings shall be replaced.
3. Perform adhesion tests on existing surfaces to be repainted and issue specifications for latex paint based upon test results. Specify that the manufacturer is to assume responsibility for satisfactory surface preparation, conditions and adhesion to uphold required warranty.
4. Determine if pressure cleaning, at suitable areas, is required to remove paint not well bonded. Complete removal of existing well-bonded paint is not always required.
5. Specify that all new exposed conduit, junction boxes, outlets, etc., in student and staff occupied spaces, and in corridors, shall be painted.
6. Specify that the Contractor shall patch and repaint existing wall and ceiling finishes where existing walls or ceilings are being altered, cut into, accessed, disturbed, damaged or soiled by or as a result of new work; define the extent of repainting –require repainting of the entire affected wall or ceiling plane; do not allow spot repainting.



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NOTE: This division of the design criteria shall be included as part of the Project Manual in the Construction and Contract Documents.

END OF DIVISION

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Miami Dade
College

DEAN OF ADMINISTRATION

MDC STANDARD COLORS

		SHERWIN-WILLIAMS SNOWBERRY SPECIAL ORDER STEN PAINTS 545 W. FLAGLER ST. MIAMI FL 33130 3055458700			
NEUTRAL		SHERWIN-WILLIAMS CACHET CREAM SW 6365			BENJAMIN MOORE PLATINUM GRAY EXT. RM
BLUE		BENJAMIN MOORE OLD GLORY 811			BENJAMIN MOORE BLUE ICE 821
GREEN		BENJAMIN MOORE KENNESBUNKPORT GREEN HC-123			BENJAMIN MOORE PISTACHIO 561
YELLOW		SHERWIN-WILLIAMS JONQUIL SW 6674 SW 6674 Jonquil			BENJAMIN MOORE (PPG) BEESWAX 113-3 113-3
BROWN		SHERWIN-WILLIAMS FOLKSY GOLD SW 6360 SW 6360 Folksy Gold			BENJAMIN MOORE PALM DESERT 1123
RED		BENJAMIN MOORE CLASSIC BURGUNDY classic burgundy			BENJAMIN MOORE BAKED TERRACOTA 1202
ORANGE		SHERWIN-WILLIAMS MARQUIS ORANGE SW 6650 SW 6650 Marquis Orange			BENJAMIN MOORE (PPG) CORAL BLUSH 229-5
PURPLE		SHERWIN-WILLIAMS PLUMMY SW 6558 SW 6558 Plummy			BENJAMIN MOORE SPRING IRIS 1402
					BENJAMIN MOORE TECONDEROGA TAUPE 992
					BENJAMIN MOORE STUNNING 826 826
					BENJAMIN MOORE CHROME GREEN EXT. RM
					BENJAMIN MOORE FRESH BUTTER 290
					BENJAMIN MOORE (PPG) CINNAMON STICK 323-7

SK-10.1



10 00 00 SPECIALTIES

10 01 00 GENERAL

- A. Comply with Florida Building Code (FBC).
- B. Coordinate specialties with other related divisions.
- C. Refer to specific requirements under each section included below.

10 10 00 INFORMATION SPECIALTIES

10 11 00 Visual Display Units

- A. Visual Display Units include markerboards, tack boards, horizontal sliding instructional boards and bulletin boards in cabinets.
- B. Develop a schedule listing sizes, types, mounting heights and methods, colors, number of markers, and other accessories. This schedule shall be used for coordinating design, program requirements, built-ins, and FF&E locations.
- C. The mounting heights (above finish floor) for the bottom edge of the writing surface (not the bottom of the frame) of instructional boards shall be:
 - 1. 2'-6" at instructional areas to tray.
 - 2. 3'-0" at staff areas
 - 3. For interactive whiteboard systems coordinate mounting heights based on selected equipment.
- D. Instructional boards shall be at least 24 inches from room corners.
- E. Instructional spaces (classrooms and labs) shall be provided with an interactive whiteboard system centrally located at the front wall of the classroom. **A/E to coordinate selection of interactive whiteboard with each campus.** Both equipment and related infrastructure to be included in the contract.

DIVISION 10

SPECIALTIES

This section contains the following:

10 01 00 GENERAL

10 10 00 INFORMATION SPECIALTIES

- 10 11 00 Visual Display Units
- 10 12 00 Display Cases
- 10 13 00 Directories
- 10 13 13 Electronic Directories
- 10 14 00 Signage
- 10 14 16 Plaques
- 10 14 19 Dimensional Letter Signage

10 20 00 INTERIOR SPECIALTIES

- 10 21 13 Toilet Compartments
- 10 21 16 Shower and Dressing Compartments
- 10 21 23 Cubicle Curtains and Tracks

(Continues)



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- F. Size and location of instructional boards shall be according to the program requirements.
- G. Writing surfaces shall be of a continuous material. Seams are not allowed.
- H. Markerboard writing surfaces shall be white vitrified porcelain over enameled steel on MDF (medium density fiberboard) with aluminum backing and a satin finished aluminum trim.
- I. Tack boards shall be cork/fabric surfaces, burlap backed, over 1/4" hardboard with aluminum backing and a satin finished aluminum trim.
- J. Horizontal sliding instructional boards shall have a fixed tack board back panel and 2 tracks for a combination of 4 sliding chalk boards / marker boards
- K. Provide markerboard trays with protective edge guards.
- L. Bulletin board cabinets shall be surface mounted, lockable, with clear satin finish anodized aluminum frames and clear tempered glass doors. Lexan is not allowed. Locate only in secured and supervised areas.
- M. Provide proper wall construction/backing to support instructional board units.
- N. Provide shop drawings for each unit type.
- O. Particleboard and fiberboard backing are not allowed for instructional boards, unless noted otherwise above.
- P. Do not locate instructional boards on operable partitions unless no other walls are available.

10 12 00 Display Cases

- A. Display cases shall be integrated into the architectural design of the building and shall be located in public corridors and lobbies and or as required by program. **All display cases shall be coordinated with each campus prior to final development of the Construction Documents**
- B. Display cases may be either recessed or surface mounted and shall be factory fabricated. Recessed display cases shall have trim on face to cover edge of recessed opening. Shelves and sliding doors shall be tempered glass with cylinder locks with keys. All display cases to be weather tight.
- C. Develop a schedule listing sizes, types, mounting heights and methods, colors, number of markers, and other accessories. This schedule shall be used for coordinating design, program requirements, built-ins, and FF&E

- 10 22 13 Wire Mesh door and partitions
- 10 22 23 Movable Panel Systems
- 10 26 00 Wall and Door Protection
- 10 28 13 Commercial Toilet Accessories

- 10 40 00 SAFETY SPECIALTIES**
- 10 41 00 Emergency Access and Information Cabinets
- 10 44 16 Fire Extinguishers

- 10 50 00 STORAGE SPECIALTIES**
- 10 51 13 Metal Lockers
- 10 55 13 Central Mail Delivery Boxes
- 10 56 13 Metal Storage Shelving

- 10 70 00 EXTERIOR SPECIALTIES**
- 10 71 13 Exterior Sun Control Devices
- 10 73 16 Metal Canopies
- 10 75 00 Flagpoles



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locations.

10 13 00 Directories

- A. Directories shall be integrated into the architectural design of the building and shall be located at main entrances and or lobbies and or as required by program. **All directories shall be coordinated with each campus prior to final development of the Construction Documents.**
- B. Develop a schedule listing sizes, types, mounting heights and methods, colors, number of markers, and other accessories. This schedule shall be used for coordinating design, program requirements, built-ins, and FF&E location.
- C. The Contractor shall install a glass-enclosed, non-illuminated Building Directory near the main entrance of each building, location to be determined by Architect and approved by MDC. The Directory shall include:
 - 1. Building Name
 - 2. MDC Logo
 - 3. Major room names
 - 4. Room numbers
 - 5. Changeable, individual message strips.

10 13 13 Electronic Directories

- A. Electronic Directories shall be integrated into the architectural design of the building and shall be located at main entrances and or lobbies and or as required by program. **All electronic directories shall be coordinated with each campus prior to final development of the Construction Documents.**
- B. Electric Marquee Sign:
 - 1. Provide as required by program only, a pole-mounted, two-sided electronic (digital) marquee sign meeting the following requirements:
 - a. The design and installation of the Marquee sign shall comply with FBC. Submit to the Building Official calculations signed and sealed by a Florida registered professional engineer, establishing wind velocity pressure values for the specific project in accordance with FBC ASCE-7.
 - b. The marquee sign shall be located in a prominent area by the front of the building. Exact location of sign as well as the color scheme for the sign shall be coordinated with MDC Project Manager.



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- c. Lowest point of the display panel shall be a minimum of 8 feet above finish grade.
- d. Electrical power for the marquee sign shall be provided by means of an underground 120V- 20 Amp dedicated circuit in compliance with MDC Design Standards. The sign shall be provided with a disconnect switch, mounted on the support pole. The switch shall be NEMA 3R, lockable, and connected to the marquee's sign power entrance. Sign shall be properly grounded.
- e. Provide a 1" underground conduit, complete with CAT-5 wiring, from the Marquee sign to the nearest telecommunication closet located within the facility. Other MDC vendors will extend this CAT-5 wiring to a designated location determined by the School Administrator for operation of the Marquee sign display.
- f. *Sample included at the end of this section SK-10.1 and SK-10.2*

10 14 00 Signage

A. Identifying signage shall comply with:

- 1. Florida Building Code (FBC).
- 2. ADA Accessibility Guidelines
- 3. NFPA

B. Construction Sign: At all new buildings and additions projects provide a 4' x 8' or an 8' x 8' construction sign prior to the start of construction. Obtain sample layout, applicable size and any additional requirements from MDC project manager.

10 14 16 Plaques

- A. Provide all new building, additions and or renovated buildings with a dedication plaque located adjacent to the main entrance lobby or in the vestibule to the main lobby. Wall to receive plaque shall be architecturally designed to provide an aesthetic setting and shall be adequately illuminated.
- B. Donor recognition or memorial plaques shall be installed based on the space they are to be displayed and they shall be with MDC prior approval.
- C. All dedication plaques shall be 14-inch wide by 20-inch high and shall be made of cast aluminum or bronze. Dedication plaques shall include the following information:
 - 1. The name of the College.
 - 2. The awarded dated of the construction project.



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3. The names of MDC Board Members in office the day the construction contract was awarded. Names shall include appropriate titles and “honorifics”
 4. The name of the President in office the day the construction contract was awarded.
 5. The name of the Chief Facilities Officer in office the day the construction contract was awarded.
 6. The name of the Project Architect (Design Criteria Professional if applicable).
 7. The name of the General Contractor (Construction Manager or Design Builder if applicable).
- D. All shop-drawings for dedication plaque shall be submitted to MDC Facilities for final Owner’s approval, prior to A/E’s approval of shop drawings.

10 14 19 Dimensional Letter Signage

- A. MDC has a standardized system for all campus room numbering and signage. Follow requirements outline in the attached Design Criteria. A/E shall obtain signage package approval from each campus prior to completion of Phase 100% Phase III construction documents. General requirements as follows:
1. Exterior Signage to include: Building Name, Number and Logo:
 - a. Along the “front” elevation of the facility that faces the main street on the left right corner **as per attached photos at end of this Division**). Provide 36” inch high cast aluminum letters with the school letter or number. In addition, the A/E shall confirm with MDC Facilities Design and Standards the need to provide the school name and address on a per project basis. If required, the address shall be provided using 18”-inch high cast aluminum letters placed directly below the school name. The lettering for the school name and address shall be of a contrasting color from the wall on which they are mounted. Submit to MDC Facilities Design Standards the color scheme for all signs.
 - b. Logo shall be provided following the “Design Guide Standard Manual” as per attached link: <http://www.mdcedu/mktg/resources.html>
- B. Interior Signage to include:
1. Accessibility signage, room identification, and life safety signage shall contain raised characters, Logo, Braille and symbols and be in accordance with FBC **as per attached signage drawing at end of this Division**.
 2. Provide Gender neutral bathroom at each first floor of all new Buildings with Gender neutral signage as required by Florida Building Code.
 3. Provide a signage schedule and location plan in the 50% Phase III submittal for MDC review and approval. Final identification numbers for all rooms, spaces and buildings shall be coordinated with each campus prior to proceeding with final 100% Phase III construction documents.



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4. Provide 1/32" raised image laminated plastic interior .19" thick minimum material for all rooms, according to FBC, program and code requirements. All new identification signage is to be fabricated with recycled aluminum frame material. Letters to be 1" high Helvetica Medium or 5/8" high letters only when previously approved by MDC.

5. Adhere letters are not allowed

6. Provide directional signage at inaccessible entrances indicating the route to accessible entrances.
7. Provide directional signage at entrances to inaccessible toilet and bathing facilities indicating the route to the accessible entrances to accessible toilet and bathing facilities.
8. Provide directional signage opposite each stairs and elevator indicating the direction to specific room numbers or subject areas.
9. Background Colors:
 - a. Provide all spaces the following signage with a background color as approved by MDC and as required by FBC:
 - 1) Identifying signage at all entrances and exits into all space shall contain room names, numbers, and Braille.
 - 2) Toilet room symbols with verbal text and Braille at each toilet room.
 - 3) Accessible egress signs.
 - 4) Directional signs at the end of each corridor, indicating the direction to specific room numbers or subject areas. Provide a minimum of one directional sign for every 5,000 square feet of building area.
 - 5) Provide building number signs adjacent to each building entry and exit, and on an exterior wall facing the emergency access paths for emergency responders. These signs shall be minimum 36 x 36 with high identifying the designated building number.
 - b. Provide red background signage at the following locations and where required by code:
 - 1) "FIRE EXTINGUISHER INSIDE" at the main entry door of a room containing a fire extinguisher.
 - 2) "FIRE ALARM PULL STATION INSIDE" at the main entry door of a room containing a pull station.
 - 3) "EMERGENCY EGRESS – KEEP AREA CLEAR" at emergency egress openings and not readily identifiable secondary egress doors.
 - 4) "EMERGENCY RESCUE – KEEP AREA CLEAR" at emergency rescue areas and windows.
 - 5) "ELEVATOR EMERGENCY" at the elevator emergency alarm bell.
 - 6) Emergency exit routes placed at appropriate locations.
 - 7) "IN CASE OF FIRE DO NOT USE ELEVATOR. USE STAIRWAYS" at elevator call stations.
 - 8) "STORAGE NOT PERMITTED" at mechanical, electrical, and kiln rooms.



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- 9) Maximum occupant capacity signs at instructional or assembly spaces housing more than 50 occupants. The number of occupants shall be determined in accordance with FBC. Locate occupant signs within the space, next to the main entry door.
 10. Attach signage with tamperproof screws, shields and/or double stick tape or adhesives at mounting heights of 60 inches above finish floor to sign centerline at locations according to FBC and accessibility requirements.
 11. *Sample included at the end of this Division SK-10.3*
- C. Area of Refuge Signage:
1. Area of Refuge shall be provided in compliance with Florida Fire Prevention Code 101 Part 7.2.12 and shall include signage to read as follows:

AREA OF REFUGE

2. Signs shall be located as indicated on Florida Fire Prevention Code
- D. Evacuation Signage:
1. At each space with an occupant load of 6 or more, provide an evacuation floor plan sign, with related graphics and text, showing the primary and emergency evacuation routes from each space in accordance with FBC.
 - a. Sign shall be placed by the primary exit and shall be mounted on an 8-1/2" x 11" (landscape oriented whenever practical) in a metal frame with appropriate safety glazing.
 - b. Orient the map so when facing the mounting wall adjacent to the room exit.
 - c. Text and numbers shall read from left to right.
 - d. Drawing to be provided as follows:
 - 1) Reduce layers by moving all of the objects (except doors and door related layers) to layer 0 and then purge the drawings. Pen width is 10 for layer 0.
 - 2) The polyline for the egress path is 30" or 36" wide
 - 3) The phone number is for the security office of that particular campus which you can get from your MDC Project Manager
 - 4) Each room has a unique layer with all the arrows, paths and yellow shading and the room number listed in the legend residing on that layer. The name of the layer will be the room number given by MDC Facilities Planning; questions call Avid Barcus 305-237-2585



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- 5) An entire floor should be on one drawing when plotted window style, all drawings, remain the same place and all you need to do is turn layers off and on.
- 6) The room number that is inside of the room may lay on top of the shading or have a boundary island, your preference.
- 7) The font is Arial in the Legend and Romans S in the smaller room numbers
- 8) If you leave the doors layer you can turn them on and off to constrain the yellow hatching to a particular room. We usually use the defpoint layer and run a single line down the hallway and block several doors with a single line. Pen width is 0 for doors, openings and swings layers if used.
- 9) Primary (red) and Secondary (blue) paths must be shown as well as the yellow hatching in the room
- 10) If there are any questions please email facilitiesplanning@mdc.edu

E. Traffic Signage:

1. Provide onsite signage as follows:
 - a. Provide galvanized steel signage for traffic control, accessible parking spaces and accessible passenger loading zones. Aluminum components are not allowed.
 - b. Locate signage away from traffic lanes to be clear of passing buses and car.
2. Provide offsite signage in accordance with FBC, ADA and Miami-Dade County Public Works Department (M-DCPWD).

F. Obstruction Warnings: Comply with FBC life safety potential hazards.

G. Safety Zone Lines:

1. Lines defining safety zones around machinery accessible to students shall be painted on the floor surrounding each piece of equipment. Indicate position of lines on the Phase III FF&E drawings.
2. Provide a continuous 2-inch wide yellow line, according to the following:
 - a. 36 inches from the machine from any side needed for operation or access.
 - b. 12 inches when machines are back to back, along a wall, or in other special positions.

G. Construction documents shall show the locations of all traffic signage, types, sizes and quantity of identifying devices

10 20 00 INTERIOR SPECIALTIES



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10 21 13 Toilet Compartments

- A. At group toilet rooms, provide toilet partitions at each water closet stall and urinal screens between each urinal. Provide privacy screens at showers according to program requirements.
- B. Toilet stall partitions, privacy screens and urinal screens shall be solid plastic high density polyethylene (HDPE) resin, with non-corrosive panels, doors, pilasters, and accessories of polymer resins, providing a waterproof, non-absorbent, self-lubricating surface resistant to marking with pens, pencils, or other writing instruments.
- C. Panels shall have a 1" minimum thickness.
 - 1. Color shall be uniform throughout.
 - 2. Edges shall be machined to a 1/4" radius with sharp corners removed.
- D. Toilet partitions, privacy screens and urinal screens shall be ceiling mounted for ease of cleaning floors. All installations to be properly braced at ceilings, and walls with full length wall brackets. **No floor mounted toilet partitions will be acceptable unless previously approved by MDC on a per condition basis.**
 - 1. Wall brackets shall be solid plastic when available from the manufacturer.
 - a. Stainless steel wall bracket alternate may be accepted on a per condition basis.
 - b. Wall brackets shall be continuous the full length of the panel and through-bolted at panel and pilasters.
 - 2. Overhead bracing shall have a metal anti-grip design.
- E. Top edges of compartment panels and doors shall be at least 69 inches above finish floor and mounted not more than 14 inches above finish floor. Pilasters shall be 82 inches high minimum.
- F. Door hardware, anchorages and accessories shall be manufacturer's heavy-duty series.
 - 1. Doors shall be self-closing.
 - 2. Hinges shall be continuous 316 stainless steel, mounted at doors and pilasters with fasteners as specified at 8 inches on center. Gravity/cam or integral hinges are not allowed.
 - 3. Doors shall be furnished complete with necessary wall bumpers, door pulls 6-inch heavy-duty door strikes, keepers, and latch housings.
 - 4. Provide accessible door pulls and doorstops.
 - 5. Verify accessibility requirements for door widths and stall sizes.



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6. Fasteners shall be stainless steel, tamperproof one-way hex bolts, or anti-theft torx screws throughout installation. Wall connections shall be plastic anchors or toggle bolts as required by field conditions.

10 21 16 Shower and Dressing Compartments

- A. At showers and dressing rooms, provide partitions at each shower stall and or dressing compartment meeting ASTM E 84 Class III flame spread rating Index 25.
- B. Shower and dressing compartments shall be solid High-Density Polyethylene (HDPE) resubs; solid panel material min 1" thick, seamless with eased edges and with homogeneous color and pattern throughout thickness of material. Unit shall contain a shower compartment and matching dressing compartment using floor and ceiling anchors. Unit shall contain heat sink strip at exposed bottom edges.
- C. Shower receptor shall be manufactured from terrazzo

10 21 23 Cubicle Curtains and Tracks

- A. To be provided as per Program Requirements.

10 22 13 Wire Mesh Door and Partitions

- A. Wire Mesh Doors and Partitions only as required by Program. Provide Wire type constructed of 10 gage steel wire woven into 1-1/2" diamond mesh, fastened to door frames.
- B. Provide swing doors with cylindrical mortise locks.
- C. Door and partition components shall be constructed of cold rolled channels.

10 22 23 Movable Panel System

- A. Movable Panel System only as required by Program. At classrooms, provide maximum opening widths with panels stacked parallel or perpendicular to overhead tracks and with enclosures to secure panels when not in use.
- B. Panel Types:
 - 1. Single Panels:



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- a. Use at single or multiple wall configurations of any height with manual operation and side or remote stacking.
 - b. Provide automatic indexing or stacking with switching curve for panels over 12 feet high.
 - c. Use multi-directional carriers for panels less than 12 feet high or 4-wheeled trolleys for taller applications.
- 2. Hinged Paired Panels:
 - a. Use at straight runs of heights less than 18 feet with manual operation and center stacking.
 - b. Provide 4-wheeled trolleys.
- 3. Continuously Hinged Panels:
 - a. Use with one-way or bi-parting electric operation and center stacking.
 - b. Provide 4-wheeled trolleys.
- C. Construction:
 - 1. Operable partitions shall be of steel panel and welded frame construction.
 - 2. Particleboard construction is not allowed.
 - 3. Panels finishes shall be one of the following:
 - a. High-pressure decorative laminate without splices or joints. Edges shall be straight and sealed.
 - b. Vinyl.
 - 4. Panel finish shall not exceed a flame-spread index of 25 and a smoke-developed index of 450.
 - 5. Provide partition Sound Transmission Coefficient (STC) ratings of not less than 55 at auditoriums and 48 at other spaces.
 - 6. Provide interlocking vinyl sound seals between panels and drop seals between panels and floor.
 - 7. Above ceiling tracks, provide an acoustical barrier having an STC at least equal to the operable partition.
 - 8. Provide manual operation for partitions.
 - 9. Operable partitions shall be suspended from an overhead track and without a floor track or guides.
 - 10. Egress Doors:
 - a. Provide egress doors within operable panels when required by code or program.
 - b. At auditoriums, do not provide egress doors within operable panels. Use alternate means of egress when required by code.



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11. Do not locate instructional boards on operable partitions.

10 26 00 Wall and Door Protection

- A. Provide chair rails at all Conference Rooms and or areas that have seats/chairs close to adjacent walls. A/E to coordinate height of chair rails with specified FFE.
- B. Provide stainless steel kick plates at all doors. Plastic kick plates can be provided with MDC facilities approval only.
- C. Provide corner guards at all corridors and entrances.

10 28 13 Commercial Toilet Accessories

- A. Toilet accessory components, mounting heights, and locations shall comply with FBC requirements for accessibility to the disabled.
- B. **Provide all Toilet Accessories as per requirements of approved Vendor. Copy of Vendor Accessories to be requested from MDC Project Manager at commencement of Project.**
- C. At group restrooms, provide electric hand dryers in lieu of paper towel dispensers. Provide one electric hand dryer to serve two (2) lavatories, one (1) for those located within ADA accessible stalls. A/E shall review quantity and location with MDC Facilities Design and Standards staff for approval during Schematic Design Phase. Hand dryers shall be located preferably in the same wall as lavatories to avoid people slipping due to water spills.
- D. Provide toilet paper holder at each water closet, at the highest accessible height and location as per MDC Accessories Vendor requirements.
- E. Provide, near the water closet, a sanitary napkin receptacle at female staff and student female use individual toilets and at each female group toilet room stall as per MDC Accessories Vendor requirements
- F. Provide stainless steel grab bars with peened surfaces and flanges for exposed mounting at accessible toilets.
 - 1. Grab bars and the installation of grab bars shall comply with FBC accessibility requirements.
 - 2. Provide vandal resistant fasteners and backing in partition or wall for sufficient anchoring to resist a 250-pound force applied from any direction.



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G. Mirrors:

1. Provide non-tilting fixed mirrors, at heights to comply with accessibility requirements.
2. Mirrors shall be provided with concealed theft-proof mountings and appropriate wall-backing according to manufacturer's requirements.
3. When located above a lavatory, bottom edge of reflecting surface shall be mounted at the lowest mounting height permitted by the fixtures and related elements.
4. When not located above a lavatory, bottom edge of reflecting surface shall be located at 34" above finished floor.
5. Staff and Faculty use toilet rooms:
 - a. Provide mirrors in all staff toilet rooms.
 - b. Mirrors shall be 1/4" tempered glass with a stainless-steel frame
 - c. Size of mirror to be min 18" W x 36" H, when installed above lavatory.
6. Student and Public use toilet rooms:
 - a. Provide mirrors in all student and public-use toilet rooms.
 - b. Mirrors shall be 1/4" tempered glass with a stainless-steel frame
 - c. In new construction and remodeling projects, and whenever possible in renovation projects, mirrors in public and group student toilet rooms shall not be installed above lavatories and shall have a stainless steel 8"-10" shelf below the full length of the mirror.

H. Provide a wall mounted vandal resistant stainless-steel soap dispenser over each lavatory and or lab sink according to program requirements as per MDC Accessories Vendor requirements.

1. Use deck mounted soap dispensers, where needed, to comply with FBC accessibility requirements.
2. At locations with multiple lavatories or at group showers, use a centralized gravity soap system when cost effective.

I. Provide rod and heavy-duty white vinyl shower curtains with exposed fasteners in showers.

J. Provide heavy duty, chrome plated, double robe hooks in shower and dressing areas.

K. Stainless steel folding shower seat mounting heights and locations shall comply with FBC accessibility requirements and shall have proper backing.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**10****10 40 00 SAFETY SPECIALTIES****10 41 00 Emergency Access and Information Cabinets**

- A. Emergency Access and Information Cabinets includes Fire Department Plan Cabinet and Emergency Key Cabinet. Provide as per State of Florida Legislation Requirements.

10 44 16 Fire Extinguishers

- A. All fire extinguishers and non-valve cabinets shall be furnished and installed to meet National Fire Protection Association (NFPA) and all Accessible codes. Each extinguisher shall be approved by Underwriter's Laboratory (UL) and bear their label. MDC is in the process of standardizing Fire Extinguishers for all Campuses, please request information from MDC Project Manager.
- B. Refer to NFPA pamphlet 10, Chapter 2, 3 and 4.
 - 1. Chapter 2: Used to determine the classification of potential fires and the rating or relative fire extinguisher effectiveness for the various types of extinguishers.
 - 2. Chapter 3: Used to assist in the selection of extinguisher
 - 3. Chapter 4: Used for the maintenance of fire extinguishers
- C. All fire extinguisher locations shall be identified by means of a sign as approved by MDC.
- D. Fire extinguisher cabinets shall be clear aluminum, flanged, recessed and lockable with full Lexan door, non-breakable glass.
- E. A/E to coordinate fire extinguishers in rated walls. Fire rated walls shall maintain the required rating after recessed cabinets are installed.
- F. Comply with applicable codes for quantity and location of fire extinguishers. All Fire Extinguishers shall meet the following requirements:
- G. Locate fire extinguishers in open common areas or at corridors in friction latch either semi-recessed with rolled corners or fully recessed cabinets. Locate fire extinguisher at ADA accessible heights. Provide signage as required by code and MDC signage requirements. Key-locked or beak-glass type fire extinguisher cabinets are prohibited.



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- H. Outdoor mounted cabinets shall be weather proof, UV and cleaning chemical resistant. Cabinets to be red fiberglass with easy view window and full gasket-sealed door bearing white lettering "Fire Extinguisher". Hardware to be full-length stainless-steel hinge and quick opening latches. Units shall be J-hook mounted within with mounting penetrations sealed after installation.
 - 1. At instructional, staff and low hazard areas, use fire extinguisher cabinets. Cabinets shall be friction latch either semi-recessed with rolled corners or fully recessed.
 - 2. At service areas units shall be wall mounted, use wall brackets with J-hook straps. At kitchens units shall be heavy-duty strap to minimize dislodgement.
 - 3. Extinguisher cabinets in fire rated walls shall be fire rated or construction around the fire extinguisher cabinet recess shall be detailed to maintain the required rating of the wall assembly.
 - 4. Extinguishers and cabinets shall be visible and not hidden from view behind wall construction, furniture or built-ins.
- I. Extinguishers shall have all metal head assemblies with j-hook and eye type head mount attachment. Plastic is no allowed.
- J. All extinguishers shall be placed and sized for preferred five-pound (5 lb.) coverage spacing. Ten-pound (10 lb.) size or larger may be used where code requires larger coverage for specific hazard.
- K. Carbon dioxide (or approved equivalent) extinguishers shall be used where clean agent is needed. The use of Halon extinguishers is not allowed.
- L. Units shall be tagged by the Contractor within three (3) months from Certificate of Occupancy.
- M. Areas required to contain fire extinguishers:
 - 1. Flammable areas (sodium bicarbonate 40BC):
 - a. Kitchens (Install alkaline dry chemical, for saponification of greases, within 15 feet of cooking equipment).
 - b. Science laboratories.
 - c. Automotive shops.
 - d. Boiler rooms.
 - e. Air handling unit rooms.
 - f. Flammable liquid storage areas.
 - g. Duplicating stations.
 - h. Teacher lounges.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**10****2. Hazardous areas (4A – 60BC):**

- a. Woodworking shops.
- b. Storage rooms where wood or paper products are stored.
- c. Electrical rooms.
- d. Portables.

3. Low hazard areas (2A – 10BC)

- a. Other areas not mentioned above.
- b. Class A or B fire areas.
- c. Electronic lab areas (carbon dioxide, Class C, 10BC).

N. See FBC for fire blanket requirements.

10 50 00 STORAGE SPECIALTIES**10 51 13 Metal Lockers**

A. Provide the types and numbers of metal lockers as per program requirements and in compliance with the following minimum nominal dimensions:

- TYPE A: Student/Physical Ed. – 6 tier lockers: 72" H overall x 12" W x 15 or 16" D
- TYPE B: Student/Varsity – 2 tier lockers: 72" H overall x 18" W x 36" H x 24" D
- TYPE C: Staff – Single-tier lockers: 72" H x 12" W x 18" D
- TYPE D: Kitchen Staff – 6 tier lockers: 72" H overall x 12" W x 18" D
- TYPE E: Music Suite – 3 tier lockers; 72" H overall x 12" W x 18" D

- B. Provide a 4-inch minimum concrete curb for floor mounted locker units according to manufacturer's size guidelines.
- C. Provide 1 double prong hook and 2 single prong hooks riveted inside locker Types B, and C.
- D. Provide number of kitchen staff lockers according to program requirements.
- E. Provide sloped tops for locker units.
- F. Provide combination locks for all sport teams and at kitchen lockers or as per program requirements.



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- G. Provide locker ventilation and benches according to Master Specifications Guidelines.
- H. Lockers shall be electrostatically spray painted after fabrication with epoxy enamel and baked to produce a gloss finish.
- I. Locker reconditioning may include the following items as determined by a site evaluation:
 - 1. Replacement of locker doors, latch mechanisms, and sloped tops:
 - a. Locker door replacements shall be 1-piece, 14-gauge minimum cold rolled sheet steel doors, with flanges at all edges, welds at corners, and ventilation as required per locker type.
 - b. Provide heavy-duty, continuous weld, completely concealed and tamper proof, side door hinges. Provide a minimum 2 hinges per door and 180-degree door swing.
 - c. Provide padlock locking attachment with strike plate. Padlocks are Not-In-Contract.
 - 2. Repair frames as required
 - 3. Refinish interior and exterior surfaces.

10 55 13 Central Main Delivery Boxes

- A. At all new Facilities provide a Relay Collection Mail Box (RCMB) for Postal Service (USPS) deliveries and pickup. Show on the Drawings a “tentative” exterior location for the RCMB, close to the school Administration offices. The exact location of the RCMB will be directed by the USPS branch that serves that facility. Specify that the Contractor shall contact the USPS local Branch Growth Director when the facility is nearly complete to obtain the precise location and mounting height for the RCMB. Mount RCMB on an integral steel pedestal, embedded in, or baseplate-mounted, on a sidewalk or a concrete pad. The RCMB shall be 2-tiered, with two access doors and without any slots. Access to the interior of the RCMB shall be through key operation only: One door shall have an “Arrow” lock hardware for Post Office use; the other door shall have a cylinder lock keyed by MDC Central Lock Dept., for use by the school administration.

10 56 13 Metal Storage Shelving

- A. Metal shelving shall be clip-type adjustable shelving of modular unit construction on individual bolted frame assemblies. Sections shall be relocatable and each shelf independently adjustable without the use of tools.
- B. Shelving Unit Sizes.



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- Type A: 85" H x 36" W x 12" D, with fixed top shelf, six adjustable shelves, and closed base fronts.
 Type B: 85" H x 36" W x 18" D, with fixed top shelf, six adjustable shelves, and closed base fronts.
 Type C: 85" H x 36" W x 24" D, with fixed top shelf six adjustable shelves, and closed base fronts.

- C. Attach shelving units securely to walls with proper backing, or if freestanding, to floors. Wall standards with adjustable brackets are only allowed at custodial closets.

10 70 00 EXTERIOR SPECIALTIES**10 71 13 Exterior Sun Control Devices**

- A. Exterior Sun Control Devices are encouraged. All Sun Control Devices shall have prior approval from MDC.

10 73 16 Metal Canopies

- A. Exterior walkways connecting student occupied or administration buildings and accessible walks from passenger loading/drop-off zones, excluding portables, shall have a protective covering according to FBC.
- B. Pre-fabricated metal walkway covers or canopies are not recommended, walkways following the aesthetic/structure of the new building are preferred, metal walkways accepted only with MDC Facilities Department prior approval, and shall comply with the following:
1. Provide integral gutters and downspouts.
 2. Connect downspouts to a storm drainage system (where required to achieve positive drainage of the surrounding landscaped and paved areas).
 3. Extend the roof cover 1 foot beyond each side of the walkway and limit the roof edge to not exceed an elevation of 9'-0" above the walkway.
 4. Roof cover shall be continuous and connect to adjacent buildings.
 5. Provide a straight slab edge at covered walkways at least 6 inches beyond metal column face.
 6. Provide bollards or other means to protect walkway columns that may be exposed to damage by motor vehicles.
 7. Wind loading design for covered walkways and metal canopies shall comply with the FBC. Submit to the BCC calculations, signed and sealed by a Florida registered professional engineer, establishing wind velocity pressure values for the specific project according to FBC ASCE-7.

10 75 00 Flagpoles

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A. Provide one flagpole per facility and comply with the following:

1. Overall length shall be 30 feet above finished grade, plus depth required for embedded foundation with ground sleeve.
2. Flagpole wind load design shall comply with the FBC. Submit to the Building Code Consultant (BCC) calculations, signed and sealed by a Florida registered professional engineer, establishing wind velocity pressure values for the specific project in accordance with FBC ASCE-7.
3. Provide a tapered, seamless fiberglass pole with an internal halyard system. Use of a tapered, seamless aluminum pole and external halyards may be accepted at a secure location.
4. A 6-inch diameter aluminum finial ball with gold anodized finish is the only accepted ornament.
5. Flagpole shall be equipped with a grounding sleeve and lightning spike.

B. Provide a flash collar to match pole finish.

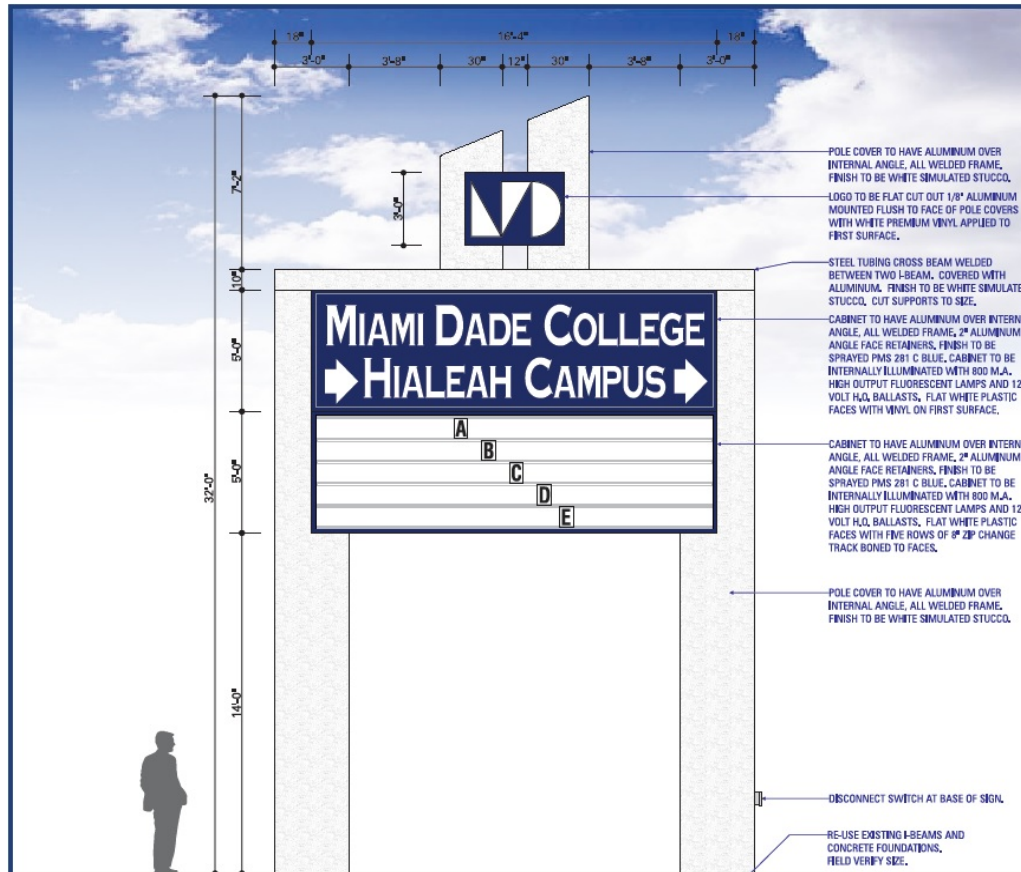
NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

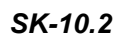
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SK-10.1



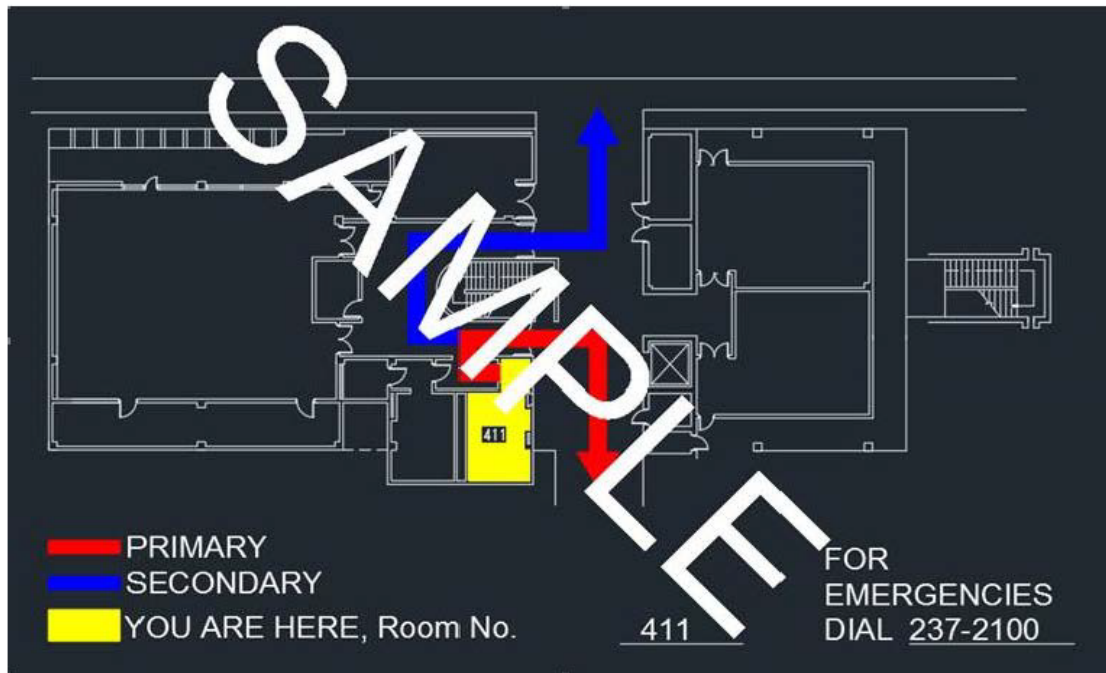
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The Room No. and Emergency Phone Number will need to be updated to reference the correct room number and number to call.



SK-10.3



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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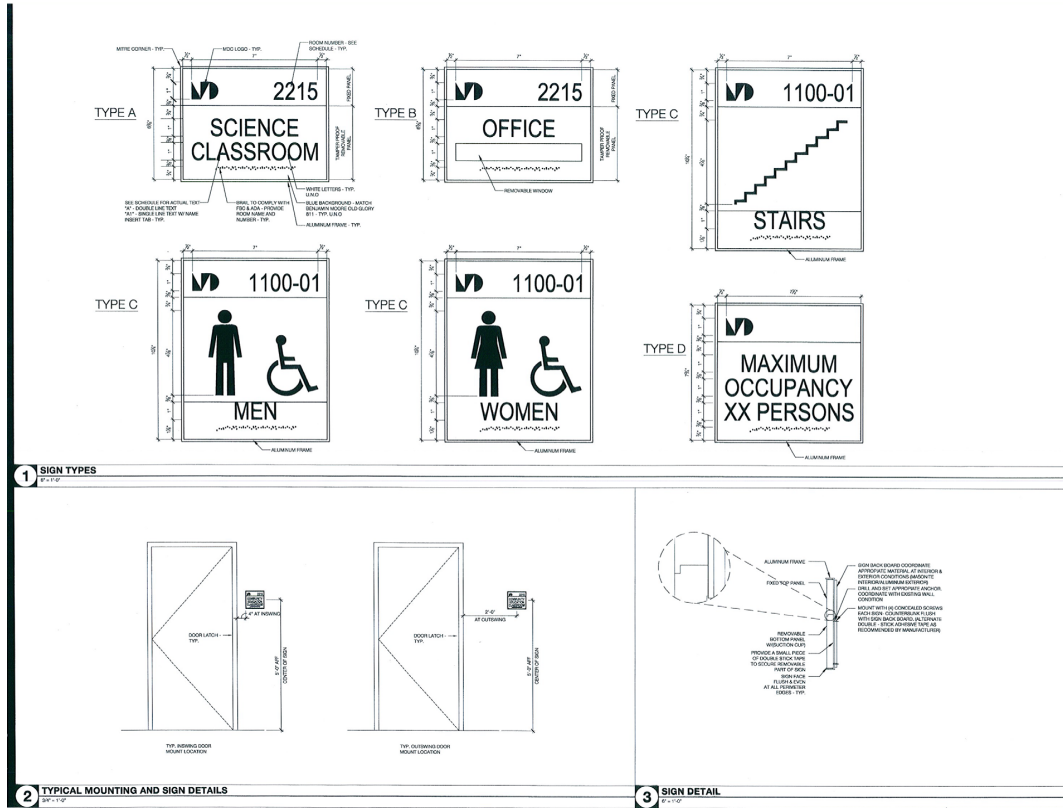


STAFF NAME

SK-10.4

MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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SK-10.5



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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11 00 00 EQUIPMENT**11 01 00 GENERAL**

- A. Comply with the latest editions of the Florida Building Code, Florida Fire Prevention Code and all other required Codes and regulations.
- B. Quality of materials, shop drawing reviews, equipment integrity and installation shall be a major concern of the A/E.
- C. Building construction quality in food storage, preparation, and serving areas is extremely important. Strive to eliminate gaps between building materials that would allow pests access through floors, walls, or roofs.
- D. All equipment and its installation shall be UL listed, if applicable.
- E. Installers, service personnel, and contractors for new or existing equipment using refrigerant shall comply with Environmental Protection Agency (EPA) regulations regarding technician certification and recycling/recovery equipment.

11 10 00 VEHICLE AND PEDESTRIAN EQUIPMENT**11 11 36.13 Commercial Electric Vehicle Charging Unit**

- A. MDC is presently assessing the implementation of the Florida Building code and Miami Dade County Ordinance Section 33-122.5 requiring Electric Vehicle Charging Stations at all garages and vehicular parking lots, this Section 11 11 00 will be updated to reflect this requirement once MDC determines the Commercial Electric Vehicle Charging Stations to be selected. A/E to request from MDC Project Manager update on Electric Vehicle Charging Stations Type and Manufacturer. Refer to Division 32 10 03 for additional information.

11 12 00 Parking Control Equipment

- A. MDC is presently assessing all Card Control Parking Equipment and Parking Gates; this Section 11 12 00 will be updated to reflect these changes. A/E to request from MDC Project Manager final Card Control and Parking Gate equipment requirements.

DIVISION 11**EQUIPMENT**

This section contains the following:

11 01 00 GENERAL**11 10 00 VEHICLE AND PEDESTRIAN EQUIPMENT**

- 11 11 36.13 Commercial Electric Vehicle Charging Unit
- 11 12 00 Parking Control Equipment
- 11 13 00 Loading Dock Equipment

11 40 00 FOOD SERVICE EQUIPMENT

- 11 41 33 Foodservice Shelving
- 11 48 13 Commercial Dishwashers

11 50 00 EDUCATIONAL AND SCIENTIFIC EQUIPMENT

- 11 52 00 Audio Visual Equipment

(Continues)



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11 13 00 Loading Dock Equipment

- A. A loading dock shall be provided for buildings requiring frequent delivery of heavy bulky items such as stage sets, books, special event materials etc.
- B. Equipment installed for purposes of removing or installing building systems shall be identified in the Construction Documents and details shall include weight limits and static/dynamic load parameters. Weight test certifications shall be provided to MDC as part of the Close Out Documents.

11 40 00 FOOD SERVICE EQUIPMENT

- A. All commercial kitchens and supporting areas shall be designed by a commercial food service consultant.
- B. Large break rooms and centralized food warming areas must be provided with local exhaust.
- C. All cooking equipment that produces smoke or grease-laden vapors shall be vented to the exterior.
 - 1. For most facilities, the equipment lists will be provided with the Program. Consult MDC Project Manager to verify equipment selection before design layout.
 - 2. Use foam expanding agents and refrigerants not contributing to the depletion of the Earth's protective ozone layer. The use of products containing R-11, R-12, R-113, R-114, or R-115 is discouraged.
 - 3. Equipment and installations are required to be listed by Underwriters Laboratories (UL).
 - 4. Construction documents shall note the Contractor to be responsible for the disconnecting and moving of equipment to be reused designated to MDC storage facilities or as otherwise directed at kitchen renovations involving existing equipment removals.
 - 5. Kitchen plumbing drawings shall be coordinated with food equipment and counter layout.
 - 6. Kitchen Floor shall be sloped to floor drains. Floor drain locations shall be coordinated with kitchen and equipment layout and shall not create trip hazards or water ponding
 - 7. Use easily cleanable materials in food service areas. Components such as "Unistrut" or other similar materials are not allowed.
- D. Trash Compacting System.
 - 1. Compactors will be used for dining room and facility waste instead of pulping and extractor equipment. Compactors are not-in-contract.
 - 2. Locate compactor 2 feet away from a wall near the dining room exits and at least 3 feet away from the exits.

11 52 13 Projection Screen
11 53 00 Laboratory Equipment

11 60 00 ENTERTAINMENT AND RECREATION EQUIPMENT

11 61 43 Stage Curtains

11 80 00 FACILITY MAINTENANCE AND OPERATION EQUIPMENT

11 90 00 OTHER EQUIPMENT
11 95 13 Kilns



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If more than 1 unit is provided, locate at remote exits.

3. Provide a convenient route, not through the kitchen, from the compactor to a service yard dumpster.
4. Provide quarry tile under and extending 4 feet from the sides and front of the compactor and to the rear wall. Use a quarry tile or rubber base.
5. Walls at the unit shall be standard dining room wall finish.

E. Walk-in Cooler/Freezer.

1. Insulated cold storage rooms are prefabricated, foamed-in place, free standing walk-in rooms, designed for easy, accurate, indoor on-site assembly over a recessed slab.
2. Refrigeration system components include a fully automatic outdoor air-cooled condensing unit and a ceiling mounted evaporator unit in the refrigerated room.
3. Prefabricated floor, ceiling, and wall sections shall contain at least 4 inches of insulation.
4. Depress kitchen slab at walk-in cooler/freezer to provide equal cooler, freezer, and finish kitchen floor elevations. Depth shall include thicknesses for floor insulation, quarry tile over a galvanized steel floor, and setting bed.
5. Stainless steel finish floor overlay panels shall be used only at a renovation project without a depressed slab.
6. Cold storage room floors shall be designed to carry 600 pounds per square foot loading and be finished with quarry tile.
7. The freezer door shall open into the cooler and the cooler door shall open into the kitchen.
 - a. Provide wet-trap floor drains for condensate according to FBC.
 - b. Provide at least 8'6" clear kitchen ceiling height for walk-in cooler/freezer rooms.

F. Custom Fabricated Food Service Equipment

1. At food service areas, provide the following, but not limited to, custom stainless-steel fabricated equipment including necessary accessories.
2. Cook's table with 1 compartment sink.
3. Baker's table with 1 compartment sink.
4. Vegetable/salad sink, 3 compartments.
5. Pot washing sink, 4 compartments.
6. Vegetable/salad table.
7. Pot rack, wall mounted

G. Serving Line Equipment and Units

1. Serving line aisle widths shall be at least 42 inches wide.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**11****2. Stainless steel serving line equipment shall include:**

- a. Milk/Juice Counter (If required): Refrigerated milk box able to accommodate 6, 10, or 14 standard size milk cases according to program requirements. Provide floor drain near unit.
- b. Top and Tray Slide: Countertop unit with three die formed inverted ridge tray slide.
- c. Hot Food Section: Dry, moist, electric, with 12 inch by 20-inch openings according to program requirements to fit standard cafeteria pans.
- d. Cold Food Section: Refrigerated frost top with a perimeter drain and refrigerated storage below with adjustable shelves.
- e. Protector Cases: Plexiglass front and ends to be installed over hot and cold food sections.
- f. Display Cases: 18-inch-wide unit with plexiglass shelves and sneeze guards.
- g. Cashiers Stand: With footrest, cash drawer, and a duplex electrical receptacle.
- h. Decorative laminated plastic front for serving line equipment is optional. Finish edges with stainless steel angle.

H. Food Preparation, Holding and Dispensing Equipment**1. Food preparation equipment includes, but is not limited to:**

- a. Floor mounted mixer with a power bowl lift, bowl and beater accessories. (See M- DC Master Specification Guidelines for accessory list).
- b. Vertical cutter/mixer with two sets of casters.
- c. Ice Maker Capacities: 800 lbs.
- d. Mobile Can Storage and Dispenser Racks.
- e. Stationary Can Storage and Dispenser Racks
- f. Inclined Can Rack.

I. Cooking Equipment**1. Cooking equipment to include but not limited to, the following:**

- a. Double stacked convection ovens with porcelain steel liners, stainless steel doors with glass panels and stainless-steel front, left side, right side, top and back panels.
- b. Convection steamer with filtration equipment at boiler.
- c. Steam Kettle: Stainless steel unit, gas fired, complete with hot and cold water.
- d. Deep fry combination with fryer drain cabinet and built-in filter system.
- e. Electric heavy-duty range with polished stainless-steel cabinet base, 6-inch stainless steel legs and adjustable bullet feet.



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2. Cooking equipment for Instructional Food Lab Commercial Cooking Center to include but not limited to the following:
 - a. Convection Oven: Stainless steel.
 - b. Deep fat fryer with adjustable legs.
 - c. Griddle with adjustable legs for mounting.
 - d. Convection Steam Cooker with in-line water conditioner and legs for mounting.

J. Exhaust Hood

1. Design the kitchen water wash exhaust hood to be a four-sided, filter less stainless steel hood capable of extracting 95 percent of generated grease through a series of horizontal overlapping exhaust air baffles and equipped with a UL listed wet chemical fire suppression system such as Ansul R-102, exhaust and supply air fans, black steel ductwork, 140 Degree F minimum detergent water wash system with a wall-recessed water wash control panel, florescent lighting and front horizontal air discharge. Hood shall be installed in an island type fashion. Acceptable manufacturers are:
 - a. Gaylord CRG-BDL-MAW
 - b. Greitzer Model Joshua I Series
 - c. Ventmaster H-LM-BMA
 - d. No substitutes shall be approved.
2. When pre-approved by the MDC Facilities Design & Support Section, provide a kitchen filter type exhaust hood in lieu of the water wash type. Hood to be a four-sided, stainless steel hood capable of extracting 90 percent of generated grease through a series of horizontal overlapping exhaust air baffles and equipped with a UL listed wet chemical fire suppression system such as Ansul R-102, exhaust and supply air fans, black steel ductwork, florescent lighting and front horizontal air discharge. Hood shall be installed in an island type fashion. Acceptable manufacturers are:
 - a. Gaylord CFX-BDL-MA
 - b. Greitzer Model Joshua III Series
 - c. Ventmaster GL Series
 - d. No substitutes shall be approved.
3. Hood exhaust ductwork shall be fabricated of black steel welded liquid tight.
4. Gas valve solenoid to be directly connected to the fire alarm.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**11****11 41 33 Food Service Shelving**

- A. Provide shelving for the food service areas as required for project and coordinated with MDC.
- B. Shelving shall be freestanding, unless otherwise indicated as “mobile”.
- C. Install first shelf 10 inches above finish floor with remaining shelves equally spaced.
- D. Dry Storage Shelving:
 - 1. Provide mobile shelving units along the full length of three (3) perimeter walls. Shelving shall be high-density wire-type or smooth polypropylene with steel core posts and traverses. Individual mobile units to 3 to 5 feet in length, 24" wide, 75" high, 4 tiered with each tier spaced approximately 18" apart. Each unit shall be provided with high-density stem type casters with at least 2 casters having brakes and bumpers. Minimum each shelf weight-bearing capacity shall be 400 pounds at corners and 600 to 800 pounds on straight shelving. Coordinate layout with MDC.
 - 2. Provide high-density wire-type top-track storage shelving systems along the full length of one perimeter wall. Minimum of 3 mobile units positioned between stationary end units. Spacing of mobile units to create a single aisle opening between any two units as needed. Quantity to be coordinated with MDC.
 - 3. Provide 24" wide and 80" high Gravity Fed Can Dispensing Racks made of high strength all-welded aluminum construction. Each unit shall have mobile locking casters and hold approximately 162 #10 cans. Gravity fed can unit to be placed in center of dry storage room. Quantity to be coordinated with MDC.
 - 4. Provide 24" wide and 40" high Gravity Fed Can Dispensing Rack made of high strength all-welded aluminum construction. Unit shall have mobile locking casters and hold approximately 72 #10 cans. Gravity fed can unit to be placed in center of dry storage room.
- E. Paper Storage Shelving:
 - 1. Provide Cantilevered Shelving heavy-duty aluminum construction with cross brace support. Free standing units to be 5 feet in length, 24" wide and 72" high with outer leg support. Each unit to have three (3) 24" deep tubular adjustable shelves paced approximately 24" apart. Shelf capacity minimum of 900 lbs. Quantity to be coordinated with MDC.
 - 2. Provide mobile shelving units along the full length of three (3) perimeter walls. Shelving shall be high-density wire-type or smooth polypropylene with steel core posts and traverses. Individual mobile units to 3 to 5 feet in length, 24" wide, 75" high, 4 tiered with each tier spaced approximately 18" apart. Coordinate layout with MDC.
- F. Cold Storage and Freezer Shelving:



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1. Provide reinforced polymer-shelving units that are mobile, corrosion and rust proof, and designed for use in temperatures from –10° F to 45° F. Individual units shall be a minimum 36" to 60" long, 24" wide and 75" high, with 4 open grid adjustable shelves. Mobile shelving units shall have a minimum of 600 lb. capacity per shelf. Shelving to be placed continuous along three perimeter walls of the walk-in cooler and freezer.
2. Provide durable, heavy-duty one-piece polymer construction dunnage racks, designed for use in temperatures from –10° F to 45° F, with slotted top to provide for proper air circulation. Each rack shall be 36" to 60" wide, 12" high, and 21" deep. Dunnage racks shall be placed along entire length of remaining wall directly under the cooler and freezer fans.

11 48 13 Commercial Dishwashers, Dryers and Appliances

- A. Provide washing machines and clothes dryers in food service areas, locker rooms and vocational instructional spaces according to program requirements and the following.
 1. All washers, dryers and any other related appliances shall be commercial grade.
 2. Provide gas dryers when gas is available and economically feasible.
 3. Fifty pounds capacity commercial washers and dryers for staff use in large facilities food service and locker rooms.
 4. Food service washers and dryers shall be on a 4" high raised concrete platform. Provide a floor drain next to the platform in a location where it does not create trip hazards.
- B. Dryers shall be vented to exterior and the exhaust ducts shall be concealed within an adjacent partition or chase.
- C. Provide commercial grade dishwashers in science labs and preparation rooms. Coordinate with MDC.

11 50 00 EDUCATIONAL AND SCIENTIFIC EQUIPMENT**11 52 00 Audio Visual Equipment**

- A. Multimedia spaces, equipment and control design requirements will be provided on a project by project basis through each Campus.

11 52 13 Projection screens

- A. Projections screens requirements shall be provided on a project by project basis through each Campus



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- B. Large screens shall be sized according to use and location, stage movie screens shall be as follows:
1. All screens shall be electrically operated roll-down or otherwise approved by MDC.
 2. In stages the screens shall be located directly behind the house curtain, concealed from view in roll-up position, centered on the stage proscenium opening, seating space or as coordinated with MDC.
 3. In other spaces screens shall be mounted recessed with ceiling, shall be fully concealed from view when in the rolled-up position and shall be placed so as to maximize the view angle from the entire room area.
 4. Screens shall be matt white, fireproof and mildew resistant.
 5. Provide two (2) multi-station control switches for each screen.
 6. Location of switches shall be coordinated with MDC during design.
 7. Provide all necessary power, data and communications conduits to support the installation of the screens.

11 53 00 Laboratory Equipment

- A. Areas planned for any research, laboratory, testing, manufacturing, or shop activity that involves the use of hazardous materials and processes shall comply with this section. The term laboratory has been generically used and is intended to cover any area or equipment that has hazards associated with its routine use in a laboratory, research, or similar application. This standard shall apply to the installation of equipment into existing areas to the extent necessary to retrofit the space for safe use.
- B. Unique specialty systems required for the operation of a proposed process are the responsibility of the department to maintain and/or support via funding in coordination with Facilities. Examples include specialty filtration, sensing and warning systems, debris collection, and suppression.
- C. The following design basis shall apply to all laboratories. Alternative means and methods will only be considered on a case-by-case basis, as recommended by a design professional's evaluation.
1. All spaces shall be designed at a minimum as NFPA 45 or 55-compliant.
 2. All laboratory spaces shall be designed to contain wholly the contents needed to operate. Satellite storage and dispensing areas are not permitted as an assumed basis of design. Adjacent corridors and mechanical spaces are not available for extension of laboratory activities.
 3. All features, work surfaces, and flooring shall be suitable for the processes planned in the space. At a minimum, flooring must be non-pervious, monolithic, and liquid-tight, with covings or equivalent methods to ensure spills cannot seep underneath adjacent walls and cabinetry. All flooring penetrations for the area must be sealed to prevent spills from seeping to floors below. Liquid-tight seals are required at room perimeters and where cabinetry that cannot be easily cleaned beneath.
 4. All areas where substances that are damaging to human tissue and/or infectious agents are handled shall



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be equipped with a hand wash sink and emergency eyewash and shower stations. The eyewash and shower shall be a combination unit for simultaneous use, and will be located in a well-lit area, in accordance with current ANSI standards. Each unit shall be identified with a highly visible sign. The location of the unit will be coordinated to provide adequate clearances to area electrical hazards and Ground Fault Circuit Interrupter (GFCI) protection. Adjacent surfaces shall be suitably water-repellent.

5. **A three (3)-inch floor drain with trap primer and integral funnel shall be provided at each emergency eyewash and shower equipment station. The adjacent floor shall be sloped to drain.**
6. Areas using free-standing gas cylinders shall be provided with racks and securing straps or chains to secure containers properly. Special ventilation shall be provided for hazardous gases. Incompatible gases shall be separated by the regulated distances. Highly flammable gases, such as hydrogen, shall be stored outside of the building
7. Cabinetry for chemical and flammable storage shall be provided and sized for anticipated use, with no less than one separate unit for each material type planned. Cabinetry shall meet NFPA and OSHA requirements. Secondary containment is required for all liquid hazardous materials stored on the floor. The cabinet shall have venting compatible with the chemicals stored. Cabinets used to store flammable or corrosive materials shall be labeled with appropriate signage. Cabinetry built into fume hood bases is preferred. See Division 12 for additional laboratory casework requirements.
8. Prior to system design, the Engineer shall perform an evaluation of the type of contaminants being exhausted for all laboratory work areas containing chemical, biological, or similar hazards. Areas in which hazardous materials are present shall maintain a continuous airflow at an air-pressure that is negative relative to adjacent spaces and corridors at all times. Floor plans shall be arranged to maintain an overall positive air pressure for the building envelope.
Design shall include means for energy conservation when laboratory workspaces are unoccupied. Details on equipment, sensors, fail safes, air changes per hour at all settings, etc. will be included in the design. All laboratory work areas with chemical, biological, or similar hazards must be provided with 100% exhausted air without recirculation. Air filtration units are not permitted.
9. All laboratory workspaces using chemicals shall be equipped with fume hoods permanently ducted to the exterior. A Class II B2 biological safety cabinet (BSC) shall be provided when working with biologicals and toxic, radioactive, flammable, corrosive, or malodorous chemicals are used.
Fume hoods shall be Variable-Air-Volume (VAV) type capable of maintaining the required minimum face velocity of 100 fpm for standard fume hoods and 60 fpm for high- performance, low-volume exhaust, +/- 5% of design with the sash set at working height of 18". Nonbypass constant volume and ductless-type fume hoods are prohibited.
Factory installed; permanent sash stops shall be incorporated into all new laboratory fume hoods at eighteen (18) inches from the working surface. A sash shall be provided with chain-driven, counterweight movement components. The front shall contain a full-view vertical sash for total visual access of the hood interior. Internal lighting and utilities connections shall be included, as needed, for the application, with consideration being given to accessible placement.



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Special purpose hoods shall be identified for the intended application, with visible signage such as “FOR PERCHLORIC USE ONLY” or “FOR RADIOACTIVE ISOTOPES.”

Fume hoods, ducted cabinets, and exhaust drops shall be tested and adjusted after installation and prior to occupancy, in coordination with the building test and balance report. The Engineer shall review the noise and vibration levels of the units and include isolation equipment as required to meet acceptable levels. Performance tests on hoods must be in accordance with the latest edition of ANSI/ASHRAE 110 Method of Testing Performance of Laboratory Fume Hoods. Testing shall be witnessed by the Owner. An inspection tag indicating all NFPA 45 parameters shall be provided.

10. **Laboratory hoods and associated exhaust or supply system shall be tested and balanced again six (6) months after the date of occupancy. The report shall include adjustments made or recommended, fan curve performance efficiency, vortex behavior, and face velocity.**
11. Fume hoods - Utility service fixtures for gas, air, water, and vacuum shall be remote-controlled, with valves identified by index button. Outlets shall have serrated tips for line connections. All outlets shall be color-coded with the valve controls, and the color key must be consistent within the same work area and building, where possible. Water service shall also have an integral vacuum breaker and a turret with six-inch swivel gooseneck, and shall be PVC, epoxy, or similarly coated, as required for the application.
12. All biosafety cabinets shall be National Science Foundation (NSF) -listed, UL-approved, and installed in accordance with the manufacturer's requirements. Equipment shall be clearly identified as to the type of service it provides, especially where more than one appliance is available.
Biosafety cabinets shall be vented from the building if toxic, radioactive, flammable, corrosive, or malodorous chemicals are used. Biosafety Level 2 laboratories or higher that are using chemicals shall be equipped with a Class II-B2 type cabinet. Venting to external ducts shall be monitored with a flow monitoring system with both audible and visual annunciations that alert the cabinet users of loss of external ventilation. Alternatively, thimble connections or canopy mini enclosures in cabinets shall be fitted with a ribbon streamer or equivalent attached at an edge through which air enters the device to indicate the airflow direction.
Biosafety cabinets will be located so as to neutralize any interference or disruptions in airflow. They shall be located away from doors, high traffic areas, at least ten feet from autoclaves, away from HVAC vents, and not directly across from other BSCs. A distance of at least six feet between cabinets is preferred. A 12-inch minimum maintenance clearance shall be provided behind and on each side of the cabinet. When the BSC is hard-ducted or connected by thimble unit to the ventilation system, adequate space shall be provided so as not to interfere with airflow.
Each BSC shall be tested, certified, and tagged before it is placed into service, after it has been repaired or relocated, or after the HVAC configuration has been changed. An NSF- certified technician shall perform this test. Ongoing testing, re-certification, and filter replacement costs are the responsibility of the department.
13. VXGD fuel gas piping shall not be installed to bio safety cabinets. All laboratory fume hoods and biological safety cabinets shall be equipped with manufacturer-approved integral visual and audible airflow alarms.



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Safety alarm consoles must be factory-tested and field-verified to be within acceptable calibration limits. Additional alarms for sash position must be provided. All hoods must have signage stating: "Hood sash must be closed when not in use."

14. Local exhaust shall be provided for equipment storage and for applications involving processes with hazardous materials or materials producing excessive heat.
15. Laboratory exhaust grounded ducts shall be liquid-tight, welded, seamless, and ground with no internal projections. At a minimum, stainless steel (SS) 316 shall be used unless special exhaust conditions warrant alternative methods. Duct sprinklers are prohibited. Ductwork shall be field-tested using smoke or similar means to verify containment.
16. All laboratory spaces shall be equipped with emergency shut-off valves for vacuum, fuel, and process gases, and a shunt trip for electric service. Electrical shunt buttons and dedicated fuel gas shutoff valves shall be located adjacent to the primary exit path within each lab. Additional controls for vacuum, process gas, or other systems requiring isolation must be provided for individual labs located just outside the lab where a utility space is suitable or within the lab adjacent to a primary egress path. Vacuum, fuel, and process gas valves must be provided for individual labs located just outside the lab e.g., a ball valve behind a clear cover. A fire alarm solenoid for automatic supply shut off of fuel gas shall be provided, as well as additional shutoffs for specialty items. Emergency controls shall be provided with protective covers that do not require the use of a key and/or break-away components and intended for the purpose installed. Mushroom-type resettable buttons with covers for interior electrical controls. All controls to be adequately labeled with the utility and area served.
17. All fuel gas supplies, and their associated connections, piping, and fittings shall be provided with a painted yellow finish suitable for the application. Equipment located in open areas shall be installed with concrete pads and protected by yellow, rounded-top, concrete-filled pipe bollards or appropriate collision protection.

D. Safety Components:

1. Provide safety cabinets with an emergency shower, eyewash fountain, and storage space for first aid kit, fire blankets, fire extinguisher, and sand bucket. The safety cabinet shall be ADA accessible, easily reached from all areas of the lab, and away from egress paths.
2. Emergency showers shall have pull valves and pull cords to be held under the shower to wash away chemical contamination. Locate a floor drain at the emergency shower.
3. Eyewash fittings shall have push type flag valves and soft stream heads.
4. **Floor under emergency shower and eyewash shall slope to a floor drain and floor material shall be water resistant.** Emergency shower and eyewash shall be located where it does not create a trip hazard.
5. Accessible components shall have a forward approach for accessibility to the disabled. A parallel wheelchair approach for side access is not acceptable. See FBC for clearances and allowable heights.
6. Provide 6-foot-long rubber drench hoses and hose spray fittings for deck mounting at instructor demo desk and according to program requirements.



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7. Provide emergency shut-off button by instructor's desk to shut-off all gas and electrically operated equipment.
 8. A combined vandal resistance water/gas faucet shall be used in science laboratory sinks and workstations.
 9. Provide tamperproof fasteners and fittings on equipment.
 10. Use vacuum breaker fittings on gas, water or water related items.
 11. Laboratory sinks and cup drains shall be black, epoxy resin.
- E. Laboratory casework includes, but not limited to:
1. Tables and Worktops:
 - a. Tops designed to contain spills.
 - b. At science classrooms specify plastic laminates tops.
 - c. At science demo classrooms and science labs specify solid epoxy resin tops and sinks.
 2. Cabinets:
 - a. Specify a clear oak or other clear wood exterior and concealed plywood construction.
 - b. Flakeboard, particleboard and other types of wood composition board are not allowed.
 - c. Display cabinets shall have sliding wood framed doors with safety glass. Swinging glass doors are not allowed.
 - d. Specify locks at doors and drawers according to program requirements. All cabinet locks (drawers and doors) within a new facility shall be keyed to one grand master. All cabinet locks within a room shall be keyed alike but shall be keyed differently from any other room.
- F. Laboratory equipment includes, but not limited to, the following:
1. Student Stations:
 - a. Specify with steel support structure and solid epoxy resin tops and sinks.
 - b. Provide for at least one student workstation accessible to the disabled in each laboratory and demonstration classroom.
 2. Fume Hoods:
 - a. The Chemistry Classroom and Science Material Storage/Preparation Area fume hood shall be provided with gas and CW at both ends of the hood along with an integral exhaust/supply air makeup system. The fume hood shall be de-energized by activating a red mushroom button located behind the classroom



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demo table which will simultaneously shut off the gas supply and electricity (except the classroom lights) to the demo table and the student work tables

- b. Provide a forward approach for accessibility, supplemental air hood, epoxy resin work surface, natural gas, cold water, epoxy resin cup sink, acid waste, electricity, and vapor-proof light.
- c. Fume hoods shall comply with SAMA, ASHRAE, NFPA, and other applicable codes.
- d. Fume hoods shall be located within the laboratory to allow unimpeded exit in case of a fire or explosion within the fume hood. Locate hoods away from paths of egress.
- e. Provide unifacial and bifacial fume hoods according to program requirements. Fume hoods shall be located to ensure that proper ADA access is provided to each unit.
- f. Locate fume hoods away from high traffic areas and provide sufficient aisle space for access.
- g. Safety devices such as drench shower/eye wash stations and fire extinguishers shall be near the fume hood. Locate a floor drain at each drench shower/eye wash station.
- h. Fume hood exhaust system shall be coordinated with the room emergency exhaust system and the supplemental outside air supply, and not interconnected with other ventilation duct system.

11 60 00 ENTERTAINMENT AND RECREATION EQUIPMENT**11 61 43 Stage Curtains**

- A. Stage and supporting areas as well as all related systems such as lighting, sound and acoustics shall be designed by an experienced professional in such specialty.
- B. Stage curtains shall be provided as required in Theaters, Auditoriums, Black Boxes/Little Theaters and Audio-Visual Production Studios following MDC requirements for such spaces.
- C. Curtain fabrics shall be flame resistant according to the latest edition of FBC, FFPC and NFPA requirements. A sewn-on permanent label shall name the manufacturer and state that the fabric is non-combustible.
- D. Provide a minimum of 50 percent additional fullness and box pleats. Provide double bottom hems, canvas chain pocket and chains at full-length curtains.
- E. Provide structural supports as required for specific curtain layout designs. Supports shall be designed by structural consultant.
- F. Stage curtains shall include all components required for the proper operation of all programs and related spaces. Specific requirements shall be coordinated with MDC.



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- G. Electrically operated curtains shall be provided for all main curtains.

11 80 00 FACILITY MAINTENANCE AND OPERATION EQUIPMENT

- A. **Equipment needed to provide facilities operational support to the building will take priority in funding over general building furnishings and equipment.**
- B. **Central vacuum cleaning systems are prohibited.**
- C. Housekeeping closets shall be a minimum of 120 sq. ft on the first floor and 90 sq. ft on each subsequent floor. Each room shall directly access the main corridor or common area and must be rectangular in shape, without pass- through rooms.
- D. All buildings three stories or more in height shall include a central trash and recycle room. The room shall have a floor drain in the center of the room, shall be located on the first floor, and shall include a minimum 8' wide x 10' tall, insulated roll-up door, with exterior access. The room size is indicated on the RECYCLING AND TRASH EQUIPMENT TABLE on page D.11-5
- E. Each housekeeping closet and central trash recycle room shall have a sealed concrete floor, wall shelving space, and a floor mop sink, which must be precast, have corner splash pans with a maximum six-inch front curb (*as pictured*), hot and cold-water service, and trap drains. Power must also be provided.
- F. All buildings three stories or more in height shall include a maintenance workspace with a sealed concrete floor, located on the first floor, and start at a minimum of 120 sq. ft. All other floors to start with a minimum of 90 sq. ft.
- G. First floor housekeeping and maintenance rooms shall have power and data connections. Power shall include two dedicated, 20-amp circuits.
- H. A key-type security box and time clock compatible with systems used by MDC will require data connections and power at a single first floor location. Consult with the MDC Project Manager to determine if these are to be Contractor or Owner-furnished.
- I. Metal storage sheds and similar structures are not permitted on any of the MDC campuses.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

11

11 90 00 OTHER EQUIPMENT

11 95 13 Kilns

- A. Kiln rooms and kiln areas shall comply with the following:
 1. Locate away from exits and paths of egress.
 2. Fire rated wall partitions for new, renovated, or remodeled projects are not required.
 3. Specify a sealed concrete floor with a trowel and light broom finish.
 4. Provide square footage according to program requirements.
 5. Kiln rooms will be used only for kiln operations and contain only kiln equipment. Provide “COMBUSTIBLE STORAGE NOT PERMITTED” signage.
 6. Ventilation:
 - a. Provide fire rated wall envelope and doors as required by FBC and FFPC.
 - b. At kiln rooms, provide a wall or door makeup air louver 12 inches above finish floor and an exhaust fan with a grille at the opposite end of the room.
 - c. At kiln areas, provide an MDC accepted exhaust hood to fit over the MDC accepted kiln.
 - d. Provide manually operated, thermostatically controlled exhaust systems, rated at 250 CFM minimum, and vented to the exterior. Outside makeup air is not required, unless the kiln room has only exterior access.
 - e. Exhaust ducts shall be under negative pressure.
 7. Shielding and Clearances:
 - a. Provide 18-inch minimum clearance between kilns and walls.
 - b. Provide adequate clearances at the front of kilns for proper loading and unloading. Kiln rooms shall be accessible to the disabled.
 - c. Provide kiln areas with 48-inch-high minimum side/rear walls if no fire separation is required.
 8. Electrical:
 - a. Verify available voltage of 208 or 220/240 at new and existing kiln rooms before kiln selection.
 - b. Drawings shall coordinate the locations of the appropriate power outlet, the exhaust hood when required, and the In-Contact kiln.
 - 1) Kilns with on/off switches shall receive an appropriate, visible, and easily accessed outlet to be within reach of the 6 feet long power cord of the kiln and have the panel circuit breaker identified



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

11

- “KILN”.
- 2) Provide an accessible disconnect switch within the room for hard-wired kilns.
- c. Install rate of rise heat detectors at kiln rooms.

NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION



12 00 00 FURNISHINGS

12 01 00 GENERAL

- Comply with the latest editions of the Florida Building Code, Florida Fire Prevention Code and all other required Codes and regulations.
- Interior finish materials within all occupied and assembly spaces shall meet the interior finish class requirements of FBC Chapter 8. Upholstered seating in assembly spaces shall meet the requirements of NFPA 101, Chapter 10 (part of the Florida Prevention Code).
- The design and selection of furnishings, in concert with other building components, shall produce a building that meets the programmed sustainability rating (LEED rating) of the specific project. These objectives are in line with the objectives of all Divisions and should be coordinated with requirements in Division 1 Section "Sustainable Design Requirements."

12 10 00 ART

- MDC promotes Art in Buildings and in Public Spaces, A/E to obtain approval from MDC prior to implementation of Murals, Wall Decorations, Sculptures, Art Glass or any other Art in Buildings and or in Public Spaces.

12 20 00 WINDOW TREATMENTS

- Window treatments shall meet the interior finish class requirements of FBC - Buildings.
- All windows in conference rooms, classrooms or auditoriums shall be provided with devices to control sunlight and darken room during audiovisual presentations.
- A single neutral color per building selected from manufacturer's standards. Slats must be aluminum (those with recycled content preferred). Perforated slats are not acceptable.
- Window treatment shall be installed as follows:

DIVISION 12

FURNISHINGS

This section contains the following:

12 01 00 GENERAL

12 10 00 ART

12 20 00 WINDOW TREATMENT

12 30 00 CASEWORK

12 36 40 Stone Countertops

12 40 00 FURNISHINGS AND ACCESSORIES

12 48 00 Rugs and Mats

12 50 00 FURNITURE

12 56 51 Library Furniture

12 60 00 MULTIPLE SEATING

12 61 00 Fixed Audience Seating

12 66 00 Telescoping Stands

(Continues)



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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1. Office and Administration spaces: Vertical blinds or commercial-grade roller shades.
 2. Instructional areas: Commercial-grade roller shades.
 3. Libraries, Media Center, etc.: Vertical blinds or commercial-grade roller shades
 4. Horizontal blinds and drapes are not allowed.
- E. Window Treatment Types:
1. Vertical Blinds: Heavy-duty construction, flame resistant, non-toxic, PVC louvers.
 2. Shades: Commercial grade vinyl-coated fiberglass reinforced, room darkening shade with clutch rollers.
 3. Use of motorized blinds must be approved by MDC.
 4. Blinds and shades shall be provided with all necessary blocking, grounds, tracks and other devices required for installation as part of the contract even if blinds or shades might be furnished by the owner.

12 30 00 CASEWORK

- A. Modular laboratory casework shall be produced by a nationally recognized laboratory casework manufacturer that is a member of the Scientific Equipment and Furniture Association (EFA)
- B. The use of particleboard for plastic laminate finished counter tops or for the structural components of laboratory casework is prohibited.
- C. **Bases for all casework, hoods or similar border areas at fixed laboratory furnishings shall be feet mounted for cleaning underneath or equipped with a liquid tight seal at the floor to prevent spills from seeping under adjacent surfaces.**
- D. Laboratory countertops shall be solid epoxy or stainless-steel construction. Sinks shall be integrally cast of under mount.
- E. Epoxy resin counter tops and sinks, as well as the adhesives and insulation applied to it, shall be asbestos free.
- F. Shelving used for chemicals shall be acid-resistant
- G. **Furnishings and equipment placed in close proximity to wet areas (sinks, safety showers, etc.) shall be water-resistant.**

- 12 90 00 OTHER FURNISHINGS**
- 12 92 00 Interior Planters and Artificial Plants
- 12 93 00 Interior Public Space Furnishings



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**12**

- H. Metal drawer slides shall be PVC coated and shall carry a minimum 100 lb. load rating.
- I. The use of plastic drawer and cabinet pulls is prohibited unless specifically pre-approved for specific instances.
- J. All utilities run inside of a laboratory casework system shall be accessible for repair, modification, or replacement.
- K. When existing modular oak laboratory casework is to be refinished as part of a project or department request, refinishing shall only be done in a natural clear finish matching as close as possible to the original finish.

12 36 40 Stone Countertops

- A. Granite surfaces shall be used only with prior approval from MDC.
- B. Granite surfaces must have factory polished finish; slight pitting is unacceptable.
- C. Samples from actual slab shall be provided to the MDC Committee for approval.
- D. Stone must be obtained from a single quarry source.
- E. Joint locations must be indicated on drawings. Avoid mitered joints and joints located near cutouts.
- F. Continuous support must be provided under countertop. A sub top, made of a sturdy material such as plywood, sized to limit deflection to not more than 1/720 of the span, is the preferred form of support. Where cabinets are not used for support, framing must be provided and must also be rigid enough to limit deflection to no more than 1/720 of the span.

12 40 00 FURNISHINGS AND ACCESSORIES**12 48 00 Rugs and Mats**

- A. Recessed floor mats or recessed floor grilles, including drain pan fabricated from aluminum or stainless steel shall be provided at entrances from exterior areas to spaces with carpeting or wood flooring.
- B. Straight grille pattern is preferred.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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12 50 00 FURNITURE

- A. The criteria for selecting the furniture is based on its durability, its ergonomics qualities and the function for what it is going to be used.
For each specific job, please refer to project program requirements.
- B. The following guidelines are presented in an effort to establish Furniture Specification and Installation Standards that will:
 1. Create a cohesive and efficient environment in which employees, and faculty can perform their tasks.
 2. Create a safe, flexible and efficient environment for our students to learn and interact and,
 3. Generate an inventory of furniture that adapts to the changing environment.
- C. MDC purchase department requires that all vendors are registered in the DMS Florida State Contract.
 1. Preferred vendors are:
 - a. Empire Office - Steelcase
 - b. J.C. White – Haworth
 - c. KI
 - d. Pradere Office Products
 - e. Herman Miller
 2. The purchase of furniture items will be processed as follows:
 - a. Less than \$1,000.00: Purchasing will request a letter quote and issue a Purchase Order (P.O.) to the suggested vendor.
 - b. From \$1,000.00 to \$14,999.99: Purchasing will request a minimum of three quotes and issue a P.O. to the lowest bidder meeting the specifications.
 - c. \$15,000.00 and up: Purchasing will request sealed bids and issue a P.O. to the lowest bidder meeting the specifications after receiving Board Approval.
 3. Special requests for non-standard items must be requested in writing by the user, stating all the objectives reasons for the request.
- D. Requirements:



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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1. Specifications:

- a. The attached specification format is used and strongly recommended by the College. It provides all the information required to properly purchase and install furniture. Variations of the format will be accepted only if all the required information is provided.

2. Tagging:

- a. In the furniture specifications, each item must receive a "tag" or label that specifically designates the item to a room area. For example, if chairs are specified for a conference room and an office, the chair spec must read as follows:

- 1) TAG 8 each with "C-1 (W-6322-1)"
- 2) TAG 2 each with "C-1 (W6315)"

This indicates the chair type (C-1) and the building and room number (6322-1 or 6315) the chair must go to. Other items, such as the fabric or the color, can be added to the tag and must be in between parenthesis. When the exact same chair is being specified in various colors or fabric they may be tagged as follows:

- 1) TAG 8 each with C-1 A (W6322-1)
- 2) TAG 2 each with C-1 B (W-6315)

The letter following the chair type indicates the difference in color or fabric.

- b. A tag must designate only one specific item. The slightest variation on an item dictates a different tag. For example, of two identical desks are specified but one has a left-hand pedestal and one has a right pedestal, they can no longer share the same tag. The desks must be tagged D-1L & D-1R, (L=left, R=right).
- c. Certain miscellaneous items such as task lights and special support brackets or clamp packages must be tagged and specified separately, not as part of a unit assembly or module.
- d. When identifying the Campus, the following letters assignment must be used:

N= North Campus
K = Kendall Campus
M= Medical Campus
E = Entrepreneurial Center
H= Homestead Campus

W= Wolfson Campus
I= Interamerican Campus
NWS= New World School of Arts
H= Hialeah Center
T= Tamiami Center



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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- e. Obtain Furniture Coding Standards for furniture initials to be used in tagging from MDC Project Manager.
- 3. Keying:
 - a. Random keying will not be accepted as part of the specifications. Every item specified with a lock must be assigned a key number. Keying specifications must accompany the final specs, or they will not be considered final. All keying must be specified with “lock cylinders to be field installed, plug all item”. The key number with the corresponding number of locks must follow the item list.
- 4. Panel Plans:
 - a. When the project involves panel systems, a Panel Plan at ¼” scale must be provided separate from the Furniture plan. The dimensioned Panel Plan shall indicate the exact location of the panels and the panel power feed boxes in reference to a fixed wall or column for proper field installation. The plan must also show the location of the outlets with circuit numbers, power feeds and wall brackets. Panels must be identified as P # for regular panels and PP # for powered panels. Panels must also be identified with the number that indicates their dimensions. For example, if a panel is 42” high and 30” wide it should be labeled P4230, indicating always the height first and the width second. Panels base-in feeds cannot be located behind the panels, they must be located adjacent to the panels, this allows access to the connection at all times and the panels can be flush with the wall.
 - b. The Furniture Plan will show the remainder of the furniture, including panel-supported items.
- 5. Special Furniture Back Panels:
 - a. Special 14” high back panels are available from most manufacturers. These special panels must be specified as part of any furniture items (desk, return, credenza or storage unit) to be installed adjacent to a wall with electrical/telephone/data outlets. The use of these special panels will allow access to the outlets at all times.
- 6. Return of Bridge:
 - a. Will be installed at the desk height (29-3/4”h) unless it is specifically requested and specified to be installed at a lower typing level, 28-3/4”, 27-1/4” or 26-1/4” high.
- 7. Grommets:
 - a. Must be specified right, left or center. Keyboard grommets are not allowed.



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8. Wire Guide Clip, Cord Reels, and/or Cable Storage Trays:
 - a. Must be specified by the designer when it is anticipated that various pieces of equipment will be used, and the support
 - b. Furniture offers little or no wire-storage capabilities.
9. Installation of Outlets:
 - a. The Project Architect is responsible for the coordination of all mechanical, electrical and data outlets with the furniture. These outlets cannot be blocked or made inaccessible by the placement of furniture. Therefore, their exact location must be documented for correct field installation at the construction phase of the project. A typical detail must accompany all electrical and mechanical drawings, showing the installation height of electrical, data and telephone outlets, switches, thermostats and junction boxes in reference to the floor and door opening.
10. Field Measurements:
 - a. When remodeling/renovating an existing space, field measurements must be taken to accurately depict, in the floor plan, the exact location of outlets to remain and be removed, as well as those that must be remain and covered or protected.
 - b. Field measurements of the space shall confirm the exact location of columns, chase walls, windows, walls, doors, t'starts and any other mechanical/electrical/architectural feature that affects the furniture installation.
11. Field Inspection:
 - a. On the job site, once partitions have been laid out, prior to electrical and drywall installation, the Project Architect must field verify that the partitions layout has been constructed according to plans, especially in areas where critical clearances are involved.
12. Pre-installation Filed Inspection:
 - a. Project Architect shall conduct a field inspection of the areas to receive furniture prior to installation to verify that all the necessary outlets and mechanical requirements have been completed as per contract documents. This inspection must be scheduled with sufficient lead time to allow corrective measures to be accomplished prior to furniture arrival.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**12****13. Post-installation Filed Inspection:**

- a. Immediately following the completion of the installation, the Project Architect shall conduct a detail inspection of the premises to assess all deficiencies and prepare a Punch List of all missing or defective items.

14. Corrective Measures:

- a. Project Architect must follow-through on corrective measures with furniture manufacturers until installation is complete as specified, all problems have been solved and the installation is completely operational.

12 56 51 Library Furniture

- A. Provide and coordinate library shelving components and quantities according to program requirements and MDC. Coordinate with specific campus.
- B. A/E shall coordinate the library shelving layout from the preliminary design to ensure capacity and clearances are met. Construction documents shall show the final shelving layout as coordinated and approved by MDC. Shop drawings submittals shall include dimensions, details and assembly instructions.
- C. Each shelving unit shall be self-supporting and not depending on adjacent units or walls for Shelving shall support 50 pounds per square foot (psf) with no deflection.
 - 1. Secured shelving units to walls and/or floor to prevent accidental flip-over.
 - 2. Provide appropriate wall backing at wall secured shelving units.
- D. Library shelving units shall be welded metal frames, single or double faced, with adjustable shelves of varying depths, and cantilevered from columns by shelf brackets. Units shall conform to MDC Specifications Guidelines Section on Library Shelving. These requirements include, but are not limited to, the following:
 - 1. Single faced library book shelving with metal canopy tops, adjustable shelves of a nominal 12" depth, and a height of 66" at elementary schools, 78" at K-8 and middle schools, and 84" at high schools.
 - 2. Double faced library book shelving, with plastic laminated plywood canopy tops, and adjustable shelves of a nominal 24" depth and 42" in height.
 - 3. Closed base shelves.
 - 4. Base support covers and full height, finished 1-piece steel end covers.
 - 5. One and two-piece divider type shelves with a 3/4" raised front lip.
 - 6. Legal and letter size dividers at K-8 and elementary schools.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**12**

7. V-shaped range finders and end panel holders for 3" x 5" cards.
8. 3/4" x 5" Snap-on label holders.
9. 14-inch-deep hinged periodical shelves with a raised front lip.
10. Storage shelves of nominal 18 to 22 inches deep.
11. All interior and exterior corners shall have corner fillers
12. The front and back edge of plastic laminate tops placed along curved walls shall conform to the curvature of the wall. All abutting edges of tops shall be shown properly mitered and finish to create a tight joint between adjacent top sections.
13. The A/E design shall not use single-face shelving as a stand-alone "island" without first obtaining approval from MDC. When approval to use single-face shelving be properly secured and flush metal or plastic laminate backs be provided.

12 60 00 MULTIPLE SEATING**12 61 00 Fixed Audience Seating:**

- A. Seating Layout shall comply with egress and accessibility requirements of FBC and FFPC.
- B. To achieve proper sight lines at auditoriums, provide staggered seating, a sloped orchestra floor and stepped risers at mezzanines and balcony seating areas.
- C. Fixed furnishings and seating shall be included in the construction documents
- D. Chair widths, as measured from centerline to centerline, shall be at least 22 inches or 23 inches wide from center to center. It is recommended that all chairs be the same width.
- E. Potential pinch points during seat or tablet arm operation are not allowed.
- F. Auditorium seating shall comply with ADA requirements and provide the required number of spaces and companions for wheelchair throughout the auditorium including balconies with access above main level of seating. A minimum of two locations for two wheelchairs next to at least one fixed seat shall be provided. Wheelchair locations shall not be located within aisles or paths of egress. See FBC for additional requirements.
- G. Provide folding tablet arms of plastic laminate over plywood at every seat unless directed otherwise indicated by program requirements. Include 10 percent left-hand tablet arms with remainder of tablet arms of right-hand type. Tablet arms are only required in the first five rows and or as indicated in the project program.

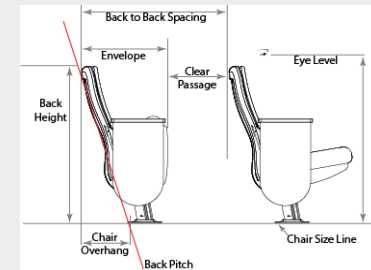


MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**12**

- H. Provide for aisle lighting complying with egress lighting requirements. The light source must be located at the aisle level and not in the ceiling. Strip lighting recessed into the concrete slab may be permitted if approved by MDC. See Division 16 – Electrical for additional requirements.

12 66 00 Telescoping Stands

- A. Bleachers shall be of wood or plastic seat construction with a wood floor on a retractable metal frame with casters for gymnasium wood floors. Flakeboard, particleboard, and other types of composition board are not allowed.
- B. Bleacher sections shall be securely anchored to walls and open forward.
- C. Bleacher sections in the open position shall be at least 10 feet from court boundaries.
- D. Provide power assisted bleacher operation with the following options:
1. When bleacher sections are less than 10 tiers and no more than 3 sections side-by-side, manual operation with power-assisted mules will be specified.
 2. When bleacher sections exceed 10 tiers and/or 3 sections side-by-side, a fully motorized and synchronized system shall be specified. Locate the controls where operator can monitor entire bleacher operation.
- E. Provide abrasive tread markings at aisles.
- F. Provide demountable guardrails, minimum of 42 inches high with pickets able to reject a 4-inch diameter sphere.
- G. Provide end closure panels at exposed sides of bleacher units and other safety accessories.
- H. Verify bleacher loading conditions with wood flooring manufacturer.
- I. Bleacher layout shall include at least two locations for two wheelchairs next to at least one bleacher seat. Wheelchair locations shall not be located within aisles, paths of egress or within 10 feet of court boundaries. See FBC for additional accessibility requirements.

**12 90 00 OTHER FURNISHINGS****12 92 00 Interior Planters and Artificial Plants**

- A. Interior planters to be provided only with prior approval from MDC



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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12 93 00 Interior Public Space Furnishings

- A. Bicycle Racks shall be provided as required. Refer to Division 32 for Bicycle Racks requirements.
- B. Permanently mounted or installed Trash and Litter Receptors shall be provided as required. Coordinate with specific MDC campus.
- C. Site Seating and Tables shall be provided as required. Coordinate with MDC.

NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION



14 00 00 CONVEYING EQUIPMENT**14 01 00 GENERAL**

- A. Regulatory requirements for all conveying equipment shall comply with:
1. Florida Building Code (FBC), Chapter 30.
 2. State of Florida Statutes, Chapter 399.
 3. NFPA 70 - National Electrical Code (NEC)
 4. Components, accessories, fabricated parts, and structure requirements shall comply with Current Adopted Edition of ANSI/ASME A17.1- Safety Code for Elevators and Escalators and ASME A18.1 Safety Standards for Platform Lifts and Stairway Chairlifts.
 5. Americans with Disabilities Act and Accessibility Guidelines (ADA).
 6. Florida Administrative Code, 61c5
- B. All conveying equipment shall be provided with drawings and specifications submitted, reviewed, inspected, and permitted by the Miami-Dade County Office of Elevator Safety as an agent of the Bureau of Elevator Safety, Division of Hotels and Restaurants, Department of Business and Professional Regulation.
- C. Elevator selection to be determined based on elevator speed, size, and other requirements and shall be determined by an elevator manufacturer's traffic analysis and/or as per MDC elevator consultant's recommendations and approval.
- D. **Conveying equipment shall not be installed in areas exposed to the weather; all conveying equipment shall be installed inside enclosed building unless otherwise approved by MDC.**
- E. All conveying equipment either new and/or modernization shall be coordinated by the A/E with the MDC Facilities and/or elevator consultant and shall comply with MDC approved vendor's and Manufacturer's list. Elevator standards is based on Thyssenkrupp <https://www.thyssenkruppelevator.com>
- F. All elevators at MDC campuses shall be provided with cameras. Coordinate camera system and location with the Office of Emergency Management (OEM).
- G. New elevator installations shall be either hydraulic and/or traction and shall be determined based on elevator speed and size requirements and shall be determined by an elevator manufacturer's traffic analysis and as per

DIVISION 14**CONVEYING
EQUIPMENT**

This section contains the following:

14 01 00	GENERAL
14 01 10	Dumbwaiter
	Rehabilitation
14 01 20	Elevator Rehabilitation
14 10 00	DUMBWAITERS
14 20 00	ELEVATORS
14 21 00	Electric Traction
	Elevators (Passenger)
14 21 13	Electric Traction
	Elevators (Freight)
14 24 00	Hydraulic Elevators
	(Passenger)
14 24 13	Hydraulic Elevators
	(Freight)

(Continues)



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MDC elevator consultant's recommendations and approval.

- H. Wheelchair lifts shall not be used in new construction.
- I. Stairway chair lifts (inclined) are not allowed at MDC facilities.
- J. Dumbwaiters and escalators to be provided as per program requirements, if not required by program prior approval from MDC facilities department and/or elevator consultant is required.

14 01 10 Dumbwaiter Rehabilitation

- A. All dumbwaiter rehabilitation/upgrade shall meet all current code requirements and shall be upgraded as determined by an elevator manufacturer analysis and as per MDC elevator consultant's recommendations and approval.

14 01 20 Elevator Rehabilitation

- A. All elevator rehabilitation/upgrade shall meet all current code requirements and shall be upgraded as determined by an elevator manufacturer's traffic analysis and as per MDC elevator consultant's recommendations and approval.

14 10 00 DUMBWAITERS

- A. Provide dumbwaiters as required by program for operations such as Libraries, Cafeterias, Stage and Bookstores and located above ground.
- B. Dumbwaiters to be as per manufacturers pre-engineered, electric or hydraulic system as per MDC elevator consultant recommendations for the applicable application.
- C. Car platform to be 36" wide x 36 deep x 36 height clear inside dimension as a minimum standard with rated load 100 lbs.
- D. A/E to coordinate installation of dumbwaiters with the MDC elevator consultant

14 27 00 Elevator Cab Finishes
(MDC standards)

**14 30 00 ESCALATORS AND
MOVING WALKS**

14 40 00 LIFTS
14 42 00 Wheelchair Lifts



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

14

14 20 00 ELEVATORS

- A. Locate elevators to be accessible from all locations in the facility. **Elevators shall NOT be installed in areas exposed to the weather; all elevators shall be installed inside enclosed building unless otherwise approved by MDC.**
- B. Each multi-story building shall have passenger elevators (either traction or hydraulic), if a freight elevator is not provided then one of the passenger elevators shall be provided with wall padding. Selection of type of elevator to be determined based on elevator speed, size, and other requirements and shall be determined by an elevator manufacturer's traffic analysis and as per MDC elevator consultant's recommendations and approval.
- C. When elevators are across each other, the minimum width between entrances shall be 10'-0". Elevator lobby shall not be obstructed with signage, exhibits etc.
- D. For buildings where equipment must be moved from floor to floor, one elevator shall have a minimum inside cab wall length of (7) seven feet.
- E. Support rails on three walls of the elevator cab are required.
- F. Elevators shall be equipped with automatic leveling devices.
- G. All elevators shall have dedicated elevator equipment rooms located directly off a main corridor or common area. Elevator equipment room floors shall be smooth, sealed and epoxy painted.
- H. Elevator Hoist ways shall be provided with the following:
 - 1. Conduits or plastic pipes shall not be installed in the pit, hoist ways or machine room. Only metal sump pump discharge lines are allowed in pits and hoist ways.
 - 2. Elevator pits 4'-0" or deeper shall have a metal ladder, permanently installed and extending to at least 30" above the access floor and have a rung at the top for a hand grip.
 - 3. A moisture-proof light shall be provided in each pit, with a light switch located so that it is accessible from the pit entrance and adjacent to the pit stop switch. Two sealed, four-foot fluorescent bulb, watertight fixtures shall be provided in all elevator pits, one fixture per side.
 - 4. Beams, floor slabs or other building construction shall not project more than 2" inside the general line of the hoist-way unless the topside of the projection is beveled at an angle of not less than 75 degrees.
 - 5. Hoist-ways of elevators serving more than three floors shall be vented to outside air to prevent accumulation of smoke or gasses. The area of the vents shall not be less than three and one-half percent (3½ %) of the



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**14**

area of the hoist-way, nor less than three square feet for each elevator, whichever is greater. Vents and frames shall be made of noncombustible material. All vent openings shall reject a ball two inches in diameter and shall be covered with a screen.

- I. Elevator cabs shall be provided as per item 14 27 00 Elevator Cab Finishes below.

14 21 00 Electric Traction Elevators (Passenger)

- A. The primary use of new elevators is for students, staff and visitors not just for the handicapped, secondary use is for the moving of oversized equipment. Traction elevators are for high use and shall be designed as the normal means of vertical transportation unless otherwise indicated in the project program.
- B. Electric traction passenger elevators shall be considered when building height is more than 60 feet of travel distance and when a cab speed of 350 feet per minute or above are required.
- C. Electric traction elevators shall be considered when budget and energy efficiency are a required component in the building design process of Sustainable Designs (LEED).
- D. Selection of type of electric traction elevator to be determined based on elevator speed, size, and other requirements shall be determined by an elevator manufacturer's traffic analysis and as per MDC elevator consultant's recommendations and approval.

14 21 13 Electric Traction Elevators (Freight)

- A. Not all new structures require dedicated freight elevators, each individual case should be considered and provided as per elevator consultant recommendations and as per MDC approval.
- B. Dedicated freight elevators shall be provided using following criteria below:
 - 1. Office building total gross floor area is 250,00 sf or more
 - 2. One additional freight elevator for each additional 350,000 sf
 - 3. Buildings with special labs with large equipment
- C. Selection of type of electric traction freight elevator to be determined based on above items and shall be determined by an elevator manufacturer's traffic analysis and as per MDC elevator consultant's recommendations and approval.

14 24 00 Hydraulic Elevators (Passenger)

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- A. Hydraulic passenger and/or freight elevators shall be considered when building height is less than 60 feet of travel distance and when a cab speed of 200 feet per minute or below are required.
- B. Provide in-ground passenger and freight elevators, do not use hole-less hydraulic elevators unless previously approved by MDC
- C. Hydraulic elevators shall be considered when budget and energy efficiency are a required component in the building design process of Sustainable Designs (LEED).
- D. Selection of type of hydraulic elevator to be determined based on elevator speed, size, and other requirements and shall be determined by an elevator manufacturer's traffic analysis and as per MDC elevator consultant's recommendations and approval.

14 24 13 Hydraulic Elevators (Freight)

- A. Not all new structures require dedicated freight elevators, each individual case should be considered and provided as per elevator consultant recommendations and as per MDC approval.
- B. Dedicated freight elevators shall be provided using following criteria below:
 - 1. Office building total gross floor area is 250,00 sf or more
 - 2. One additional freight elevator for each additional 350,000 sf
 - 3. Buildings with special labs with large equipment
- C. Selection of type of hydraulic freight elevator to be determined based on above items and shall be determined by an elevator manufacturer's traffic analysis and as per MDC elevator consultant's recommendations and approval.
- D. Selection of type of hydraulic freight elevator to be determined based on elevator speed, size, and other requirements and shall be determined by an elevator manufacturer's traffic analysis and as per MDC elevator consultant's recommendations and approval.

14 27 00 Elevator Cab Finishes

Finishes for all MDC elevators (new or refurbished) shall meet the following requirements:

- A. Elevator doors shall be 302/301 stainless steel with a #4 finish.



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- B. Provide Car Operating Panel (COP) with brushed #4 stainless steel face, if rehabilitating it shall be mounted on the existing cab front wall.
- C. Provide tamper resistant buttons with 1" diameter metal button and a 1 3/8" metal halo will be used. The button shall have a stainless-steel finish. Button shall indicate a registered hall call with L.E.D. jewel illumination. Car call buttons, alarm button, door close, and open button shall be identified by symbols required by A.D.A and Florida handicapped standards.
- D. Braille in elevator cabs shall be integrated into the Car Operating Panel (COP).
- E. Hall stations shall be surface mounted fixtures with a 60-degree panned edge and one-piece construction. The faceplate material finish shall be #4 stainless steel. Each hall station shall include a digital position indicator.
- F. Intermediate terminal stations with two illuminating push buttons, one for the up direction and one for the down direction. Provide two hall stations on each intermediate landing.
- G. Cab shell and dome shall be made of galvanized steel.
- H. The cab platform shall be of marine grade plywood.
- I. Interior Panels: Shall be constructed with 5WL rigidized stainless-steel design pattern will be used. Panels shall have clips or be interlocking.
- J. The handrail shall be rectangular flat bar stainless steel design 2"(h) x 1/2"(w) x 78" (1) with returned ends. Install on three walls and shall meet ADA requirements.
- K. A modular down light ceiling shall be installed consisting of fire-resistant plywood panels with an exterior surface of laminated satin finished stainless steel. The ceiling shall have a concealed frame hanging no more than 7" below the canopy and a nominal space of 1-1/2" between the edge of the ceiling and the wall. Ceiling panels with centered MR16 LED GU10 bulb with flood panel lens and down light fixtures shall be used. A minimum of 5 fc. shall be maintained inside the cab. The ceiling panels shall be removable to allow easy access to the top emergency exit. The emergency exit shall not be obstructed by cab lighting fixtures and electrical conduits.
- L. The elevator cab flooring shall be made of non-slip material. Floor coverings, underlayment, and its adhesive shall have a critical radiant flux of not less than 0.45 W/cm2. Car flooring shall be rubber or terrazzo sheet flooring.
- M. Wall studs will be installed directly into the elevator interior wall allowing standard eyelet to hook over it. The studs will have a stainless-steel finish.



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- N. Wall pads shall be flame retardant. Elevator pads will cover the entire perimeter of the cab walls. A cut out shall be provided for access to the car station. Pads will not overlap or obstruct the normal operation of the elevator. Elevator pads will hang from the eyelets and not rub against the floor. The outer fabric shall be made of vinyl. The pads are to be quilted with a thick cotton fiber which provides the highest shock absorption. Rugged thread shall be used throughout. Each stitch shall be knotted for better wear. Pads shall be of the same material on both sides for uniform appearance. Elevator pads shall be reversible.

14 30 00 ESCALATORS AND MOVING WALKS

- A. Escalators are not allowed unless with prior approval from MDC. Provide upgrades to existing escalators as determined by an escalator manufacturer's traffic analysis and as per MDC elevator consultant's recommendations and approval.
- B. Moving walks are not allowed unless previously approved by MDC.

14 40 00 LIFTS**14 42 00 Wheelchair Lifts**

- A. Vertical platform or inclined wheelchair lifts are not allowed at new construction unless previously approved by MDC
- B. Vertical platform lifts shall be provided at stages and/or other required spaces only if accessibility to an existing area cannot be obtained by means of a ramp at renovation or remodeling projects due to space restrictions.
- C. Lifts shall not be installed in a required means of exit.
- D. Floor penetrations are not allowed.
- E. Platform floors and ramps shall be slip resistant.
- F. Selection of wheelchair lifts type shall be determined by an elevator manufacturer's analysis and as per MDC elevator consultant's recommendations and approval.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION

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21 00 00 FIRE SUPPRESSION**21 01 00 GENERAL**

- A. Comply with the latest editions of the Florida Building Code, Florida Fire Prevention Code NFPA and all other required Codes and regulations.
- B. Provide 1/4" scale drawings indicating all pipe sizes and routing, sprinkler head location, type and k factor, area of coverage, valves, water pressure, etc. Drawings and computer-generated Hydraulic Calculations shall be designed, signed and sealed by a Florida registered Professional Engineer.
- C. The fire sprinkler system piping mains shall be fabricated of Schedule 10, ASTM A-135 or ASTM A-795 galvanized steel pipe with screwed, welded or grooved ends. Branch piping up to 2 inches in size shall be XL, ASTM A-135 thread able light wall galvanized steel piping with screwed ends. No other pipe material shall be approved.
- D. Provide glass bulb type quick response sprinkler heads with the ordinary temperature range of 155 Degree F except where subject to high temperatures caused by heaters, hot pipes, radiant ceilings or other heat source in which case they shall be of the high temperature type.
- E. All child care/day care facilities shall be fully sprinkled.
- F. Electrical rooms and telecom rooms SHALL NOT contain sprinkler heads. In lieu of fire sprinkling, all electrical rooms shall be two-hour fire-rated and contain heat detectors.
- G. Utilize clean agent extinguishing in special conditions only if required by users.
- H. Utilize precaution systems in special conditions only if required by users.

21 10 00 WATER-BASED FIRE SUPPRESSION SYSTEMS

- A. Fire sprinkler systems shall be wet pipe and hydraulically designed for the occupancy designated by NFPA 13 for the space use. Comply with NFPA 13, 14, 101 and FBC.

DIVISION 21**FIRE SUPPRESSION**

This section contains the following:

21 01 00 GENERAL**21 10 00 WATER BASED FIRE
SUPPRESSION SYSTEMS****21 30 00 FIRE PUMPS**

MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**21**

- B. Provide a 6-foot-high chain link fence around the fire protection system backflow preventer when installed in an area accessible to the public.
- C. Install fire department connection at a clear, accessible location and without interference from nearby objects. Locate fire department connection at the minimum distance from structures required by NFPA or the Fire Department
- D. Provide an indicating valve with tamper switch at the water entrance and a flow switch. An alarm check valve may be required at the connection to the water supply to prevent surges and false alarms. Provide an electric driven bell adjacent to the water entrance or fire pump location.
- E. Provide at each floor an accepted water flow detector alarm device connected to activate the building fire alarm system.
- F. Upon completion, provide owner with appropriate extra heads and a cabinet as specified by NFPA 13. When used, provide an equal number of concealed type fire sprinkler heads and concealed cover plates.
- G. Provide standpipes as required by NFPA and Life Safety Code.
- H. Provide fire department valves where required and spaced so that 100 feet of hose and 30 feet of hose stream can reach any portion of the building.

21 30 00 FIRE PUMPS

- A. Fire pumps shall be as manufactured by Aurora, Patterson or Armstrong. Fire Pump Controller to be TornaTech.
- B. Fire pumps shall be split case, horizontal type, UL/FM approved.

NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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22 00 00 PLUMBING

22 01 00 GENERAL

- A. Comply with the latest editions of the Florida Building Code, Florida Fire Prevention Code and all other required Codes and regulations.
- B. Plumbing materials within all occupied spaces shall meet the requirements of the M-D County Water conservation ordinance.
- C. All plumbing design shall be in compliance with the requirements of the American with Disabilities Act Accessible Guidelines. The Florida Building Code – applicable edition (Building, Plumbing, Energy Conservation, Gas), NFPA, Chapter 64#-11 (Food Hygiene) of the Florida Administrative Code, Florida Department of Environmental Protection (DEP), Florida Department of Environmental Resources Management (DERM), Florida Department of Transportation (FDOT), United States Environmental Protection Agency (EPA) and the American Society of Civil Engineers (revision specified by FBC.). All plumbing piping shall be supported in accordance with the Florida Building Code (Plumbing) latest adopted edition.
- D. No piping carrying domestic water, CHW, fire sprinkler water, etc. shall be run through any of the electrical rooms. In addition, do not penetrate CW lines used for electrical grounding through and into the electrical rooms. Terminate CW lines outside the electrical rooms and provide grounding straps.
- E. Each horizontal sanitary and storm drainage pipe shall be provided with a clean out at the upstream end of the pipe. Offset cleanouts so that they are not located in classrooms, corridors or entrances. Use wall cleanouts whenever possible. All piping shall run at 1/8" per foot slope, minimum.
- F. DO NOT install any plumbing piping inside the block cores of exterior walls. Install piping in furred walls.
- G. Cleanouts shall be provided at 50-foot intervals for sanitary pipes of 3 inch or less and 75-foot intervals for pipes 4 inch and larger. Also, at every change of direction greater than 45 degrees.
- H. Each building drain shall be provided with a two-way grade cleanout within 5 feet after exiting the building. If the two-way cleanout is installed in a grass area, it shall be embedded in an 18" x 18" x 4" thick concrete pad.
- I. Joint connections for joining domestic water pipe shall be FREE OF LEAD. When used, 95/5 solder and flux shall

DIVISION 22 PLUMBING

This section contains the following:

22 01 00	GENERAL
22 05 29	Hangers and Supports for Plumbing Piping and Equipment.
22 05 53	Identification for Plumbing Piping and Equipment
22 07 16	Plumbing Equipment Insulation
22 07 19	Plumbing Piping Insulation
22 10 00	PLUMBING PIPING
22 11 23	Domestic Water Pumps
22 13 23	Sanitary Waste Interceptors
22 14 29	Sump Pumps
22 15 00	General Service Compressed Air Systems

(Continues)



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not have a lead content exceeding 0.2 percent. Threaded connections shall be made with non-lead bearing compounds. Joint connections for gas copper pipe shall be welded or brazed with lead-free solder.

- J. The primary roof drain system shall be sized for a rainfall intensity as required by the Florida Building Code (Plumbing) – applicable edition.
- K. All primary roof drain system storm drain runoff shall be terminated in storm drain systems. The use of splash blocks or surface drains are prohibited. In addition, the underground primary drain system shall be provided with a gooseneck relief pipe extending above grade to indicate clogged lines.
- L. A secondary emergency roof drain system shall be provided totally INDEPENDENT of the primary roof drain system and may consist of parapet scuppers or scupper heads and exterior surface mounted leaders. All secondary emergency roof drain system storm drain runoff shall be terminated above grade.
- M. When buildings are designed with an interior storm drain system, the vertical storm drain piping (conductor shall be provided with base cleanouts and access doors. The use of No-Hub cast iron pipe for above grade interior use is approved.
- N. In no instance will the use of PVC piping such as for the sanitary, storm drain, fire sprinkler systems, etc. be permitted for above grade use in any portion of the building interior in buildings of over three stories.
- O. Sanitary, grease and storm drain system piping installed below grade within the building interior can be either cast iron or Schedule 40 PVC. Above grade piping can be either no-hub cast iron or Schedule 40 PVC (if not installed in a plenum.)
- P. Water piping to be copper type K underground and copper type L above ground. The use of ProPress type piping is acceptable.
- Q. Hose bibbs to be located along the building exterior at 75-foot intervals and shall be installed in flush hydrant boxes. Hose bibbs to have integral vacuum breakers.
- R. Condensate drainage piping shall be insulated copper above grade and PVC below ground. Ensure P trap is calculated to comply with requirements of the AHU static pressure.
- S. P & T relief lines are to be copper.
- T. Water closets installed back-to-back if wall hung shall be provided with double tee-wye or double combination sanitary fittings. The use of double sanitary tees is PROHIBITED.

22**22 40 00 PLUMBING FIXTURES****22 60 00 GAS & VACUUM
SYSTEMS FOR
LABORATORY,
HEALTHCARE AND
FOOD SERVICE
FACILITIES**

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- U. Water heaters for other than the kitchen shall be sized for a 70°F temperature rise (70°F to 140°F) and provided with quarter turn ball valves in lieu of gate valves on the cold and hot water supply lines. In addition, heat traps shall be provided on the CW and the HW lines if they are not already integral with the water heater.
- V. Commercial water heaters for the kitchen and other high-volume uses shall be sized for a 100°F temperature rise. 140°F hot water shall only be required for the kitchen four-compartment pot sink, the water wash exhaust hood. All water heaters shall be provided with 24-hour time switches and programmed to operate only during occupied periods. Depending on size, provide expansion tank for hot water system.
- W. Wall or shelf mounted water heaters shall be provided with a 2-inch-high galvanized steel safety pan containing a 1-inch drain line. Both the safety pan 1-inch drain line, and the 3/4-inch P&T water heater relief drain line shall be independent of each other. They shall be fabricated of copper and run separately into a mop sink, floor drain or extend to the building exterior as a last resort. Discharge onto a concrete walkway is PROHIBITED. The P & T relief line shall be piped to the building exterior and terminated 6" above grade. In systems with expansion tanks, provide relief drain to exterior.
- X. The entire kitchen area shall be provided with 4-inch floor sinks having a maximum depth of 6 inches. The only exceptions shall be the walk-in cooler/freezer entry door, dry storage room entry door and the paper storage room entry door which shall be provided with trough drains and the laundry room which shall be provided with a 3-inch floor drain. All trough drains shall be a maximum of 36 inches long. Other plumbing fixtures requiring floor sinks shall be the combination emergency shower/eyewash fixtures, which shall be sized for 3 inches.
- Y. They can wash in the kitchen area shall be provided with curb or recessed floor area and shall contain a 4-inch floor sink equipped with a chrome plated, bronze spray nozzle and water supply assembly supplied by 110 Degree F hot water.
- Z. The kitchen grease trap shall be provided with 4 inches minimum influent and 6-inch minimum effluent pipes. If multiple tanks are required, the tanks shall be installed in parallel. All tanks shall contain an aluminum or concrete baffle plate to separate the grease containment area from the liquid containment area. Sizing calculations shall be provided on the plans along with a tank detail. Grease traps shall be located as close as practical to the food waste location. Tanks may be concrete gravity type or plastic hydromechanical type (if installed per manufacturer's recommendations but must comply with the latest Miami Dade County DERM FOG requirements. Grease traps shall have discharge side sampling ports, located to provide easy access. If plastic tanks are used, provide calculations as to possible flotation.
- AA. Indirect safe wastes shall be provided underneath the kitchen equipment and connected to the floor sinks located in accessible areas.



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- BB. All floor drains and floor sinks shall be equipped with trap primers connected to the discharge pipe of the water closet flush valve in order to prevent evaporation of the trap seals. In areas where that is not possible, the primer connection shall be made to the domestic water line of a lavatory or a sink.
- CC. Floor drains shall be provided in wet all areas. At the emergency shower/eyewash units they shall be located within 2 feet of the shower discharge and shall be sized for 3 inches.
- DD. The dumpster area shall be provided with an area drain accessible for removal of the bucket and a wall hydrant containing 110 Degree F for cleaning purposes.
- EE. 3/4-inch flush mounted anti-siphon wall hydrants with covers shall be used for all building interior and exterior installations. 3/4-inch hose bibbs shall only be used in mechanical rooms.
- FF. Plumbing fixture flows are to be restricted to 0.5 GPM for lavatories; 1.0 GPM for classroom sinks, kitchen sinks, service sinks and mop sinks; 1.5 GPM for showers; 0.75 GPF for urinals; and 1.28 GPF for water closets. LEED requirements may necessitate further reductions.
- GG. Provide all counter mounted sinks with hot and cold water.
- HH. Toilet rooms shall be provided with standard height, non-handicap water closets. Separate handicap toilets for public use shall be equipped with standard height handicap water closets. Group toilets containing a handicap toilet stall are to be provided with minimum of one lavatory, one floor drain, and a wall hydrant installed at a height of approximately 2 to 3 feet. The wall hydrant shall be recessed and shall have a vacuum breaker and loose key.
- II. All handicap lavatories shall be provided with insulated P-traps, angle stops, and supply lines installed parallel to the wall and with trap guards.
- JJ. All handicap water closets flush valves, urinal flush valves and lavatory self-closing faucets shall be suitable for maximum of 5 PSI activating pressure in accordance with ADA requirements.
- KK. In Science Classrooms and the Science Material Storage/Preparation Area, chemical waste shall run through an acid resistant high-density polyethylene pipe, silica glass chemical waste system, polypropylene PVDF or acid resistant CPVC system and into a high-density polyethylene neutralizing tank before being discharged into the sanitary sewage system. The neutralizing tank shall contain a bolt-down cover and be similar to the Enfield Series T Neutralization Tank. Tank shall be double wall. No electrofusion piping will be acceptable
- LL. In Chemistry Classrooms and the Science Material Storage/Preparation Area, provide a combination emergency



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shower/eyewash equipped with a stay-open shower ball valve, six aerated brass spray heads with a stay-open ball valve and a 3-inch floor sink for evacuating large volumes of shower water. Waste from the eyewash fixture shall be indirectly connected to the floor sink with all the waste piping installed inside interior walls. The combination emergency shower/eyewash is to be installed at the rear of the classroom opposite the teacher's demo table and away from any door or cabinets. The fixture shall be anchored to the floor with a base plate and to the wall with a bracket at the top of the fixture riser which shall be screwed into a 2-inch x 4-inch length of wood or equivalent installed behind the plastered wall. The combination emergency shower/eyewash shall be Model #SE-603 as manufactured by Speakman.

MM. In Science Classrooms, provide hot and cold water to each teacher's demo table and to each utility sink at the rear of the classrooms. The student table sinks shall be provided with cold water only.

NN. In the Science Material Storage/Preparation Area, a distillation water still shall be provided over the utility sink to produce the highest purity water. The still shall be Mego-Pure Still/Fisher EMD Scientific #S50920ND as manufactured by Corning.

OO. All Science area fume hoods shall be provided with cold water and gas at both ends

PP. The Science Material Storage/Preparation Area Organic and Inorganic Storage Room shall each be provided with acid resistant floor drains connected to the chemical waste system.

QQ. Every building shall have at least one main vent stack not less than 3" diameter. Air admittance valves (AAW) used to eliminate venting to the outdoors are PROHIBITED.

RR. A vent terminal shall be a minimum of 10 feet from any door, window or fresh air intake.

SS. All valves or other equipment requiring access inside walls or above inaccessible ceilings shall be provided with access panels to match finish of wall or ceiling.

TT. All cooling towers shall be provided with submeters for the makeup water line

UU. All cooling towers and other sources of possible contamination to water supply shall be provided with approved backflow preventer assemblies.

VV. Reclaimed water is acceptable for use subject to Florida Building Code requirements for uses where applicable.

22 05 29 Hangers and Supports for Plumbing and Equipment



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- A. Provide non-corroding materials only.
- B. Base the spacing of hangers on the strength and modulus of elasticity of each piping material.
- C. Provide rigid supports sway bracing when the pipes are 4" or larger and the change in direction is greater than 45 degrees.
- D. Anchor pipe as to restrain drainage piping from axial movement.
- E. Piping shall be isolated from incompatible materials
- F. Preferred Manufacturers:
 - 1. Allied Tube & Conduit.
 - 2. Flex-Strut Inc.
 - 3. GS Metals Corp
 - 4. Thomas & Betts Corporation
 - 5. Unistrut Corporation; Tyco International, Ltd.
- G. Structural Performance: Plumbing piping and equipment hangers and supports shall withstand the effects of gravity loads and stresses within limits and under working conditions and not be detrimental to the pipe they support.
- H. Access panels: Provide access panels to match finish of walls and ceilings at all locations where access is required to valves or other plumbing devices and where not otherwise accessible through accessible Ceilings.

22 05 53 Identification for Plumbing Piping and Equipment

- A. Label all piping per industry standards at equipment room and 10' o.c thereafter.

Description	Background	Letters
Hot Water	Yellow	Black
Cold Water	Green	White
Gas	Yellow	Black
Air	Blue	White
Vacuum	Green	White
Steam	Yellow	Black



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Nitrogen	Green	White
Oxygen	Yellow	Black
Hydrogen	Yellow	Black
Refrigerant	Yellow	Black
Fire	Red	White

- B. Provide ID tags at all valves and plumbing equipment
- C. Provide metal labels for equipment
- D. Stencil material and paint for piping
- E. Provide aluminum Tags for valves
- F. Piping and equipment shall be labeled as per current industry standards.

22 07 16 Plumbing Equipment Insulation

- A. Provide insulation for the unfired hot water storage tanks to conserve energy.
- B. Protect the insulation against physical damage by adding a strong jacket or delaying installation of the insulation on the piping system.
- C. When installing insulation in a corrosive environment, select the proper jacket which will withstand the most severe conditions.
- D. Select the proper insulation to fit in confined spaces.
- E. Preferred manufacturers:
 - 1. CertainTeed Corp.; Duct Wrap
 - 2. Knauf Insulation; Duct Wrap
 - 3. Manson Insulation Inc.; Alley Wrap
 - 4. Owens Corning; All-Service Duct Wrap
- F. Install equipment insulation to achieve the following:
 - 1. Reduction of heat or cooling temperature loss through the piping



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2. Eliminating of condensation
3. Personnel protection by keeping the surface temperature low enough to touch.
4. Protection of equipment from abrasion or damage from external forces.

22 07 19 Plumbing Piping Insulation

- A. Provide fiberglass insulation for all hot water lines.
- B. Provide foam rubber insulation for all condensate piping.
- C. Provide fiberglass insulation for all horizontal roof drain lines above ceilings.
- D. Protect piping system's insulation against physical damage.
- E. When installing insulation in a corrosive environment, select the proper jacket which will withstand the most severe conditions.
- F. Select the proper insulation to fit in confined spaces.
- G. Preferred manufacturers:
 1. CertainTeed Corp.; Duct Wrap
 2. Knauf Insulation; Duct Wrap
 3. Manson Insulation Inc.; Alley Wrap
 4. Owens Corning; All-Service Duct Wrap
- H. Install equipment insulation to achieve the following:
 1. Reduction of heat or cooling temperatures loss through the piping.
 2. Elimination of condensation.
 3. Personnel protection by keeping the surface temperature low enough to touch.
 4. Protection of equipment from abrasion or damage from external forced.
 5. Consider the appearance of the pipe, where aesthetics are important.
 6. Reduction of noise from the piping system.

22 10 00 PLUMBING PIPING**22 11 23 Domestic Water Pumps**

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- A. Where the water pressure in the public water main is insufficient to supply the minimum pressure and quantities specified by code, the supply shall be supplemented by a water pressure booster system.
- B. Provide water booster pumps on by-pass for use if primary system fails.
- C. Provide pressure level alarms at all domestic water pumps
- D. Variable flow pressure booster systems shall be provided completely assembled and wired.
- E. For applications with less than 100 pounds per square inch (psi) boost, and flow (as sized by Hunter's curve) of 300 gallons per minute (gpm) or less, specify a duplex close-coupled end-suction booster with variable frequency drive (VFD) controls and a remote mounted 100 to 200 gallon tank. Each pump should be sized for 50 percent capacity minimum, and be trim the impeller to horsepower
- F. For higher flows but still less than 100-psi boost, specify triplex or quadruplex end suction boosters with no more than 300 gpm per pump. For example, a 400-gpm booster should be a triplex with a minimum 133 gpm per pump. A 1,000-gpm booster should be a quadruplex with 250 gpm per pump.
- G. Preferred manufacturers:
 - 1. Grundfos
 - 2. Bell & Gosset
- H. High efficiency pumps shall be specified.

22 13 23 Sanitary Waster Interceptors

- A. Interceptors and separators shall be provided to prevent the discharge of oil, grease, sand and other substances harmful or hazardous to the building drainage system, the public sewage treatment plan or processes.
- B. Locate interceptors as close as feasible to the exterior wall of the served area
- C. Waste lines normally receiving grease waste shall be routed through the interceptor
- D. Individual grease interceptor capacity shall be at least 750 gallons, if concrete. Per current DERM FOG requirements if hydro mechanical.
- E. Maximum individual grease interceptor capacity shall not exceed 1,250 gallons, if concrete.



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- F. Provide multiple 1,250 gallon capacity interceptors in series for required capacities above 1,250 gallons (if concrete)
- G. Grease Interceptors:
 - 1. Precast concrete
 - 2. Hydro mechanical plastic
- H. Oil Interceptor:
 - 1. Precast concrete
 - 2. Factory fabricated, cast iron or steel body, with removable sediment bucket or strainer, baffles, vents and flow control fitting on inlet.
- I. The interceptors shall intercept substances that have been separated from the waste water, which is then discharged, leaving behind the separated material in the interceptor itself.

22 14 29 Sump Pumps

- A. Where the drainage system or portions thereof cannot discharge by gravity to the sewer, the drainage shall be collected in a tightly sealed and vented sump and pumped to a gravity sewer or drain.
- B. The sump must be sized to provide adequate holding capacity and to limit the retention period of the waste.
- C. The minimum capacity of the sump must be such that the pumping equipment operates for at least 15 seconds per pumping cycle to prevent short cycling, thereby extending the life of the equipment.
- D. A check valve and full open valve, located on the discharge side of the check valve, shall be installed in the pump or ejector discharge piping between the pump or ejector and the gravity drainage system.
- E. Preferred manufacturer
 - 1. Goulds
- F. The sump pump capacity and head shall be appropriate to anticipate future use requirements.
 - 1. Sump pit shall be not less than 18 inches in diameter and 24 inches deep, unless otherwise approved.



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22 15 00 General Service Compressed-Air Systems

- A. The compressed air system shall be fabricated of ASTM A53 or A120, Schedule 40 black steel pipe. Black steel pipe installed underground shall be coated with a bitumastic material or other MDC approved material. Above grade piping shall be painted to match the surrounding walls. At the designer's option, copper piping equal to ProPress crimp joint type K underground and L above ground (rated for compressed air use) can be utilized.
- B. The air compressor supplying the compressed air shall be a portable, wheeled, air cooled, single stage compressor with a 20-gallon capacity horizontal receiving tank.
- C. Compressed air outlets with quick disconnects shall be provided in the Technology Education Classroom and the Project Storage Room in accordance with the MDC Educational Specifications.
- D. The walls separating the Project Storage Room and the Audio Studio shall be acoustically treated to reduce sound transmission into the Audio Studio.

22 40 00 PLUMBING FIXTURES

A. General requirements:

- 1. Mount fixtures to the following heights above finish 1 floor.
 - a. Water Closet:

Standard	15	inches to top of bowl rim
Disabled	17-19	inches to top of seat
 - b. Water Closet Flush Valve:

Standard	11-1/2	inches above bowl rim
Disabled	11-1/2	inches above bowl rim
 - c. Urinal:

Standard	24	inches to top of bowl rim
Disabled	17 Max.	inches to top of bowl rim
 - d. Urinal Flush Valve:



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	Standard	47-54	inches to valve
	Disabled	44 Max.	inches to valve
e. Lavatory:			
	Standard	31	inches to top of basin rim
	Disabled	34	inches to top of basin rim
f. Shower Heads:			
	Standard	79	inches to bottom of head
	Disabled	48	inches to bottom of head when provided with separate shower heads
g. Electric Water Cooler:			
	Standard	30	inches to spout
	Disabled	36	inches to spout

B. Plumbing fixture list

1. The following is a partial list of plumbing fixtures and trim recommended for use.

FOR MDC STANDARDIZATION PURPOSES, USE ONLY THE DESIGNATED I.D. FOR EACH FIXTURE AS SHOWN IN PARENTHESIS.

2. Acceptable Manufacturers

- a. Kohler
- b. American Standard
- c. Eljer

(P-1) Urinal

- 1) Urinal: Wall mounted, blowout, 1-gallon flush, vitreous china, 1-1/4-inch top spud and privacy shields.
Kohler #K-4972-T "Stanwell"
American Standard #6601.012 "Lynbrook"
- 2) Flush Valve: Exposed chrome plated, diaphragm type with metal oscillating handle escutcheon, integral screwdriver stops and vacuum breaker.
Sloan Royal #180-1.0-YB
Zurn #Z-600 1 -WS- 1



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- 3) Sensor operated flush valve: Sloan RESS-U, 1.0 GPF

(P-1A) Urinal/Disabled

- 1) Urinal: Wall mounted, blowout, 1-gallon flush, vitreous china, 1-1/4-inch top spud and privacy shields.
Kohler #K-4972-T "Stanwell"
American Standard #6601.012 "Lynbrook"
- 2) Flush Valve: Exposed chrome plated, diaphragm type with metal oscillating handle escutcheon, integral screwdriver stops and vacuum breaker.
Sloan Royal #180-1.0-YB
Zurn #Z-600 1 -WS- I
- 3) Sensor operated flush valve: Sloan RESS-U, 1.0 GPF

(P-2) Water Closet

- 1) Bowl: Floor mounted, siphon jet, 1.5 to 1.6-gallon flush, vitreous china closet bowl with elongated run and 1- 1/2-inch top spud.
Kohler #K-4350 "Welcomme Lite"
American Standard #2234.015 "Madera" EL 1.5
- 2) Flush Valve: Exposed chrome plated, diaphragm type with metal oscillating handle, escutcheon, seat bumper, integral screwdriver stops, vacuum breaker and YK pipe support. Sloan Royal #111-YB
Zurn #Z-6000-WS- I
- 3) Sensor operated flush valve (at all public toilets):
Sloan Solis RESS - C-1.6/1.1 dual flush.
- 4) Seat: Solid white fire-resistant plastic, open front, self-sustaining hinge, brass bolts and without cover.
Centoco #500STSCSS
Olsonite #1OCC/SS/FR

(P-2A) Water Closet/Disabled

- 1) Bowl: Floor mounted, siphon jet, 1.5 to 1.6-gallon flush, vitreous china closet bowl with elongated rim and 1- 1/2-inch top spud.
Kohler #K-4368 "Highcliff Lite"
American Standard #3043.001 Madera FloWise
- 2) Flush Valve: Exposed chrome plated, diaphragm type with metal oscillating handle, escutcheon, seat bumper, integral screwdriver stops, vacuum breaker and YK pipe support.
Sloan Royal #111-3-YB
Zurn #Z-6000-WS- 1



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- 3) Sensor operated flush valve (at all public toilets):
Sloan Solis RESS - C-1.6/1.1 dual flush.
- 4) Seat: Solid white fire-resistant plastic, open front, self-sustaining hinge, brass bolts and without cover.
Centoco # 500STSCCSS
Olsonite #1OCC/SS/FR

(P-4) Lavatory - Cold Water Only (Toilets)

- 1) Basin: 20 x 18-inch wall hung with floor-mount concealed arm carrier, acid-resisting two holes enameled cast iron lavatory with 4-inch centers.
Kohler #K-2867 "Hudson"
American Standard #4869.038 "Regalyn"
- 2) Faucet: Adjustable slow closing push button metering faucet for CW only, 4-inch center, deck plate, 2.0 GPM flow control aerator and internal stream regulator.
Chicago Faucet #857-669; T & S #B-805
- 3) Supply Riser: 3/8-inch chrome plated angle stop (compression) 5/8 x 3/8 plus supply line 3/8 x 1/2 (16") and escutcheon
McGuire #158LK
- 4) Grid drain: offset perforated wheelchair lavatory drain assembly with a 1-1/4 in tailpiece
McGuire #155-WC
- 5) P-Trap: Chrome plated with swivel joint and cleanout.
McGuire #8872
- 6) Carrier: Steel upright with cast iron arms.
J.R. Smith #702-M34
Zurn #Z-1236

(P-4A) Lavatory/Disabled-Cold Water Only (Toilets)

- 1) Basin: 20 x 18-inch wall hung with floor-mount concealed arm carrier, acid-resisting, two holes enameled cast iron lavatory with 4-inch centers.
Kohler #K-2867 "Hudson"
American Standard #4869.038 "Regalyn"
- 2) Faucet: Adjustable slow closing push button metering faucet for CW only, 4-inch center, deck plate, 2.0 GPM flow control aerator and internal stream regulator.
Chicago Faucet #857-669; T & S #B-805
- 3) Supply Riser: 3/8-inch chrome plated angle stop (compression) 5/8 x 3/8 plus supply line 3/8 x 1/2 (16") and escutcheon.
McGuire #158LK



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- 4) Grid Drain: Offset perforated wheelchair lavatory drain assembly with a 1-1/4-inch tailpiece
McGuire #155-WC
- 5) P-Trap: Chrome plated with swivel joint and cleanout.
McGuire #8872
Note: P-Trap to be insulated and installed parallel to wall.
- 6) Carrier: Steel upright with cast iron arms.
Josam 17100-M-628
Zurn #Z-1236

(P-5) Lavatory - Hot and Cold Water – In non-student areas except one in each public toilet.

- 1) Basin: 20-inch x 18-inch wall hung with floor-mount concealed arm carrier, acid-resisting, two-hole enameled cast iron lavatory with 4-inch centers.
Kohler #K-2867 "Hudson"
American Standard #4869.038 "Regalyn"
- 2) Faucet: Quarter turn, rear deck mounted fitting for HW and CW with rigid gooseneck spout, 4-inch center, 1.6 GPM vandal resistant flow control aerator and 4-inch wrist blade handles.
Chicago Faucet #895-GN1-FC-3 17 T&S #B-892
- 3) Supply Riser: 3/8-inch chrome plated angle supply (compression) 5/8 x 3/8 plus supply lines 3/8 x 1/2 (16") and escutcheons
McGuire #158LK
- 4) Grid Drain: Offset perforated wheelchair lavatory drain assembly with a 1-1/4-inch tailpiece.
McGuire #155-WC
- 5) P-Trap: Chrome plated with swivel joint and cleanout.
McGuire #8872
- 6) Carrier: Steel upright with cast iron arms.
J.R. Smith #702-M34
Zurn #1236

(P-6) Countertop Lavatory-Cold Water Only (Group Toilets)

- 1) Basin: 19-inch diameter countertop, self-rimming, enamel cast iron lavatory with 4-inch centers.
Kohler #K-2905 - 4 "Farmington"
Another acceptable self-rimming enameled cast iron lavatory
- 2) Faucet: Adjustable slow closing push button mixing faucet, 4-inch center, deck plate, 2.0 GPM flow control aerator and internal stream regulator.
Chicago Faucet #857-669 T&S #B-805
- 3) Unless otherwise directed, use electronic faucet Sloan Solis Wireless EAF-275 or EAF-27515 in all



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public toilets.

- 4) Supply Riser: 3/8-inch chrome plated angle supply (compression) 5/8 x 3/8 plus supply lines 3/8 x 1/2 (16") and escutcheon
McGuire #158LK
- 5) Grid Drain: Offset perforated wheelchair lavatory drain assembly with a 1-1/4-inch tailpiece.
McGuire #155-A
- 6) P-Trap: Chrome plated with swivel joint and cleanout.
McGuire #8872

(P-7) Three Station Lavatory - Cold Water Only (Group Toilets Only)

- 1) Three station, barrier free, wall mounted solid surface lavatory with three adjustable slow closing push button metering spray nozzles for CW only, lavatory overflows, contoured stainless steel access panel, 2.0 GPM flow control aerator, combination stop, strainer and check valves.
Bradley #MG-3/AST "Express"
Acorn #3773-2-H "Meridian"

(P-8) Countertop Lavatory - Hot and Cold Water In non-student areas except for one in each public toilet

- 1) Basin: 19-inch diameter countertop, self-rimming, enamel cast iron lavatory with 4-inch centers.
- 2) Kohler #K-2905-4 "Farmington"
- 3) Another acceptable self-rimming enameled cast iron lavatory
- 4) Faucet: Adjustable slow closing push button mixing faucet, 4-inch center, deck plate, 2.0 GPM flow control aerator and internal stream regulator.
- 5) Chicago Faucet #844-669 T&S #B-807
- 6) Supply Riser: 3/8-inch chrome plated angle supply (compression) 5/8 x 3/8 plus supply lines 3/8 x 1/2 (16") and escutcheon.
- 7) McGuire #158LK
- 8) Grid Drain: Offset perforated wheelchair lavatory drain assembly with a 1-1/4-inch tailpiece
- 9) McGuire #155-A.
- 10) P-Trap: Chrome plated with swivel joint and cleanout. McGuire #8872

3. Wash Fountains – Acceptable Manufacturers

- a. Bradley
- b. Acorn



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(P-9) Wash fountain - Cold Water Only (Group Toilets)

- 1) Pre-assembled, three station, barrier free, floor mounted precast terrazzo or molded solid surface material such as Terreon wash fountain with three adjustable slow closing push button metering spray nozzles for CW only, 2.0 GPM flow control aerator, combination stop, strainer and check valves.
Bradley #WF2504-B
Acorn #3603

4. Stainless Steel Sinks – Acceptable Manufacturers

- a. Just
- b. Elkay

(P-10) Single Compartment Sink - Cold Water Only (Science Classroom 10-foot Work Counter)

- 1) Bowl: 15-inch x 15-inch single compartment, 20-gauge, Type 302 or 304 stainless steel, steel rim sink with rear deck single faucet hole and sound dampening undercoat.
Just #SL 1515 AGR
Elkay #BPSR-15
- 2) Faucet: Quarter turn, rear deck mounted fitting for CW only with rigid gooseneck spout, 1.6 GPM vandal resistant flow control and 4-inch wrist blade handle.
Chicago Faucet #350-GN2-FC-3 17
T&S Brass #B-305
- 3) Supply Riser: 3/8-inch chrome plated angle stop (compression) 5/8 x 3/8 plus supply line 3/8 x 1/2 (16") and escutcheon
McGuire #158LK
- 4) Grid Drain: Chrome plated drain assembly with 1-1/2-inch tailpiece.
McGuire #152
- 5) P-Trap: Chrome plated with swivel joint and cleanout.
McGuire #89 12

(P-11) Single Compartment Sink - Cold Water Only

- 1) Bowl: 17-inch x 22-inch single compartment, 20-gauge, Type 302 or 304 stainless steel, self-rim sink with rear deck single faucet hole and sound dampening undercoat.
Just #SL-22 1 7-B-GR
Elkay #PSR-1722



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- 2) Faucet: Quarter turn, rear deck mounted fittings for CW only with rigid gooseneck spout, 1.6 GPM vandal resistant flow control and 4-inch wrist blade handle.
Chicago Faucet #350-GN2-FC-3 17
T&S Brass #B-305
- 3) Supply Riser: 3/8-inch chrome plated angle stop (compression) 5/8 x 3/8 plus supply line 3/8 x 1/2 (16"") and escutcheon.
McGuire #158LK
- 4) Grid Drain: Chrome plated drain assembly with 1- 1/2-inch tailpiece.
McGuire #152
- 5) P-Trap: Chrome plated with swivel joint and cleanout.
McGuire #89 12

(P-12) Single Compartment Sink—Hot and Cold Water (Clinic and Teacher Planning Room)

- 1) Bowl: 17-inch x 22-inch single compartment, 20-gauge, Type 302 or 304 stainless steel, self-rim sink with rear deck single faucet hole and sound dampening undercoat.
Just #SL-2217-B-GR
Elkay #PSR-1722
- 2) Faucet: Quarter turn, rear deck mounted fittings for HW and CW only with rigid gooseneck spout, 1.6 GPM vandal resistant flow control and 4-inch wrist blade handle.
Chicago Faucet #50-GN2-FC-3 17
T&S Brass #B-300
- 3) Supply Riser: 3/8-inch chrome plated angle stop (compression) 5/8 x 3/8 plus supply line 3/8 x 1/2 (16"") and escutcheon.
McGuire #158LK
- 4) Grid Drain: Chrome plated drain assembly with 1-1/2-inch tailpiece.
McGuire #152
- 5) P-Trap: Chrome plated with swivel joint and cleanout
McGuire #8912

(P-13) Single Compartment Sink with Bubbler-Cold Water Only

- 1) Bowl: 17-inch x 25-inch single compartment, 20-gauge, Type 302 or 304 stainless steel, self-rim sink with single faucet hole a center left ledge and bubbler hole on front right ledge and sound dampening undercoat.
Just #CRA-1725-B-GR
Elkay #PSDKR-25 17
- 2) Bubbler: Push-button, self-closing deck mounted angle stop bubbler with drain lip, flow control and



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coupling nut.

Chicago Faucet #748-669

T&S Brass approved equal

Note: Bubbler to be within 6 inches of the counter front ledge.

- 3) Faucet: Quarter turn left deck mounted fitting for CW only with rigid gooseneck spout, 1.6GPM vandal resistant flow control and 4" wrist blade handle.

Chicago Faucet #350-GN2-FC-3 17

T&S #B-300

- 4) Supply Riser: 3/8-inch chrome plated angle stop (compression) rigid riser, escutcheon (plate and brass chrome plated nipples.)

McGuire #158LK

- 5) Grid Drain: Chrome plated drain assembly with 1- 1/2-inch tailpiece.

McGuire #152

P-Trap: Chrome plated with swivel joint and cleanout.

McGuire #89 12

(P-14) Single Compartment Sink - Hot and Cold Water (Media Center Production Lab)

- 1) Bowl: 32-inch x 22-inch single compartment, 20-gauge, type 302 or 304 stainless steel, self-rim sink with rear deck single hole center faucet and sound dampening undercoat.

Just #SL-2233-B-GR

- 2) Elkay #PSRS-3322

- 3) Faucet: Quarter turn, rear deck mounted fitting for HW and CW with swinging gooseneck spout, 8-inch centers, 1.6 GPM vandal resistant flow control and 4-inch wrist blade handles.

Chicago Faucet #50-GN2-FC-3 17

T&S Brass #B 2862 QT

- 4) Supply Riser: 3/8-inch chrome plated angle stop (compression), rigid riser, escutcheon plate and brass chrome plated nipples.

McGuire #158LK

- 5) Grid Drain: Chrome plated drain assembly with 1-1/2-inch tailpiece.

McGuire #155A2

- 6) P-Trap: Chrome plated with swivel joint and cleanout.

McGuire #8912

(P-15) Double Compartment Sink - Hot and Cold Water (P-15) (Music Room/Band Room)



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- 1) Bowl: 32-inch x 22-inch double compartment, 20-gauge, type 302 or 304 stainless steel, self-rim sink with rear deck single hole center faucet and sound dampening undercoat. Just #DL-2233-B-GR
Elkay #PSR-3322
- 2) Faucet: Quarter turn, rear deck mounted fitting for HW and CW with swinging gooseneck spout, 8-inch centers, 1.6 GPM vandal resistant flow control and 4-inch wrist blade handles.
Chicago Faucet #50-GN2-FC-3 17
T&S Brass #B 2862 QT
- 3) Supply Riser: 3/8-inch chrome plated angle stop (compression), rigid riser, escutcheon plate and brass chrome plated nipples.
McGuire #158LK
- 4) Grid Drain: Chrome plated drain assembly with 1-1/2-inch tailpiece.
McGuire #155A2
- 5) P-Trap: Chrome plated with swivel joint and cleanout.
McGuire #89 12

(P-16) Art Classroom Sink - Hot and Cold Water

- 1) Bowl: 60-inch x 30-inch x 12-inch custom-made deep single compartment, 18-gauge Type 302 or 304 stainless steel, self-rim sink with single faucet hole and sound dampening undercoat.
Just #A50493
Elkay #CUSTOM-CAS-6030 (12" deep)
 - 2) Faucet: Quarterturn, deck mounted chrome plated fitting for HW and CW with rigid gooseneck spout, 1.6 GPM vandal resistant flow control and 4-inch wrist blade handles. Chicago Faucet #50-GN2-FC-3 17
T&S Brass #B-301
 - 3) Faucet: Overhead mounted, 1/2-inch male inlet, plain outlet chrome plated fitting for CW with 0.5 GPM vandal resistant laminar flow control and lever handle.
Chicago Faucet #4 T&S Brass #B-703
 - 4) Supply Riser: 3/8-inch chrome plated angle stop (compression), rigid riser, escutcheon plate and brass chrome plated nipples.
McGuire #158LK
 - 5) Grid Drain: Chrome plated drain assembly with 1- 1/2-inch tailpiece. McGuire #152
 - 6) Plaster Trap: Steel or painted cast iron solids interceptor with top access, 1/1/2" inlet/outlet threaded connections, removable intercepting screens and sediment bucket.
Zurn #Z-1 180
Josam #61030
J.R. Smith#8710
- Note: Provide removable access panel in cabinet for trap cleaning and removal.



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(P-17) Service Sink-Hot and Cold Water (Art Classroom Patio)

- 1) Bowl: Nominal 21 x 18 x 12-inch-deep single compartment. 14 gauge. Type 304 stainless steel, wall mounted, seamless welded construction, rounded vertical and horizontal corners, rolled rims, satin luster finish, wall brackets and two faucet holes.
Just #A 18665
Elkay #ESSB-2 118
- 2) Faucet: Quarter turn, backsplash mounted chrome plated fitting for HW and CW with swivel goose neck spout, 8-inch center. 1.6 GPM vandal resistant flow control, internal stream regulator and 4-inch wrist blade handles.
T&S Brass #B 2862 QT
- 3) Grid drain: Chrome plated drain assembly with 1-1/2-inch tailpiece.
McGuire #152
- 4) Plaster Trap: Steel or painted cast iron solids interceptor with top access. 1-1/2" inlet/outlet threaded connections removable intercepting screens and sediment bucket.
Zurn #Z-1180
Josam #61030
J.R. Smith #8714

(P-18) Handwash Sink - Hot and Cold Water (Kitchen Scullery & Food Prep Areas)

- 1) Bowl: 12 x 9-inch single compartment, 20-gauge type 302 or 304 stainless steel, wall mounted, seamless welded construction, rounded vertical and horizontal corners, satin luster finish with wall brackets, two backsplash faucet holes and sound dampening undercoat.
Just #A-544
Elkay #CHS-1716
- 2) Faucet: Quarterturn, backsplash mounted fitting for HW and CW with rigid gooseneck 1.6 GPM vandal resistant flow control and 4-inch wrist blade handles.
T&S Brass #B-351-4
- 3) Supply Riser: 3/8-inch chrome plated angle stop (compression) rigid riser, escutcheon plate and brass chrome plated nipples.
McGuire #158LK
- 4) Grid drain: Chrome plated drain assembly with 1-1/2-inch tailpiece
Elkay #LK-8
- 5) P-Trap: Chrome plated with swivel joint and cleanout.
McGuire #152

5. Shower Trim – Acceptable Manufacturers



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- a. Leonard
- b. Powers

(P-19) Shower/Wall Mounted - Hot and Cold Water

- 1) Trim: Concealed shower supply with pressure—balanced single—handle mixing valve, diverter, 2.5 GPM flow control and chrome plated fixed vandal resistant standard height and handicap height showerheads.
Leonard #H-06 Showerhead
Powers #141-381 Showerhead
Leonard #LVC-SS Mixing Valve
Powers #Hydroguard PB410 Mixing Valve
Leonard #D2L Diverter
Powers #141-600B Diverter

(P-19a) Shower/Wall Mounted and Handheld - Hot and Cold Water

- 1) Trim: Concealed shower supply with pressure-balanced single-handle mixing valve, diverter 2.5 GPM flow control and chrome plated fixed vandal resistant standard height showerhead and handicap handheld showerhead.
Leonard #H-06 Showerhead
Powers #141-381 Showerhead
Leonard #501P Handheld Shower Head
Powers #141-318 Handheld Shower Head
Leonard #LVC-SS Mixing Valve
Powers #Hydroguard PB410 Mixing Valve
Leonard #D2L Diverter
Powers #141-600B Diverter

(TM) Thermostatic Mixing Valve

- 1) Mixing valve rated at 8-10 GPM at 45 PSI differential with check valve, volume control shutoff valve on outlet and strainer stop check on inlet.
Leonard # TM-554-15
Powers
Symmons

6. Group Showers – Acceptable Manufacturers



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- a. Bradley
- b. Acorn

(P-20) Group Showers

- 1) Control valve cabinet: Acorn Model SFMMV in cabinet DRS-PRC.
- 2) Wall mounted Acorn series 110 and 110 ADA with type 5-LVR single temperature lever.

7. Electric Water Coolers and Drinking Fountains – Acceptable Manufacturers

- a. Elkay
- b. Oasis

(P-21) Electric Water Cooler — Building Interior

- 1) Fountain: Wall mounted, electric water cooler with stainless steel top, heavy-gauge galvanize steel body with standard cabinet finish or vinyl-on-steel and baked enamel finish, elevated anti-squirt bubbler with stream guard, 5 PSI self-closing front and side push bars, automatic stream regulator, mounting bracket, refrigerated with integral air cooled condenser; capacity of 8 gal/hour of 50 degree Of water with inlet at 80 degree F and room temperature of 90 degree F, 1/5 HP compressor.
Elkay #LVR CGRN8
Oasis #P8AM

(P-21A) Electric Water Cooler/Handicap- Building Interior

- 1) Fountain: Wall mounted, ADA compliant, handicap electric water cooler with stainless steel top, heavy-gauge galvanized steel body with standard cabinet finish or vinyl-on-steel and baked enamel finish, elevated anti-squirt bubbler with stream guard, 5 PSI self-closing front and side push bars, automatic stream regulator, mounting bracket, refrigerated with integral air cooled condenser; capacity of 8 gal/hour of 50 Degree F water with inlet at 80 Degree F and room temperature of 90 Degree F, 1/5HP compressor. Elkay #LVR CGRN8
Oasis #P8AM

(P-22) Drinking Fountain - Exterior Wall Mounted/Handicap

- 1) Fountain: Wall mounted, ADA compliant, dual-height handicap drinking fountain with stainless steel top, stainless steel heavy-gauge steel body with baked enamel finish,



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elevated anti-squirt bubbler with stream guard, 5 PSI push bar, automatic stream regulator and mounting bracket.

Haws #1001 HPS

Oasis #MLFMSLPM

(P-23) Drinking Fountain - Exterior Pedestal Mounted

- 1) Fountain: Pedestal mounted handicap drinking fountain with stainless steel receptor, reinforced concrete pedestal with exposed aggregate finish, elevated anti-squirt bubbler with stream guard, 5 PSI self-closing push-button, automatic stream regulator and mounting bracket.
Haws #333806 Sunroc **#SF-8200**

8. Mop Sink - Acceptable Manufacturers

- a. Fiat
- b. Mustee
- c. Swan

(P-24) Mop Sink — Hot and Cold Water (Custodial Closet)

- 1) Basin: 24-inch x 24-inch x 12-inch one-piece terrazzo corner mop sink with 3-inch stainless steel drain body, dome strainer and lint basket.
Fiat #TSB-100-2424
- 2) Faucet: Chrome plated service faucet with vacuum breaker, integral stops, adjustable wall brace, pail hook, four arm handles, 8-inch centers and 1.6 GPM flow control restrictor. Fiat #830-AA
T&S Brass #B-665-BSTR
- 3) Trim: 5/8-inch x 30-inch-long plain end cloth reinforced rubber hose, stainless steel mop hanger plate with three rubber mop grips and vinyl bumper guard.
Fiat #832-AA and 889-C

9. Emergency Shower/Eyewash - Acceptable Manufacturers

- a. Speakman

(P-25) Combination Emergency Shower/Eyewash (P-25)

- 1) Shower: 8-inch diameter yellow impact-resistant ABS plastic deluge shower head with 1-1/4-inch stay-open ball valve and rigid pull rod.



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- 2) Eyewash: 18-3/4-inch x 13-inch stainless steel receptor with 1/2-inch stay-open ball valve, stainless steel push handle, six aerated brass spray heads with converging streams and yellow propylene covers, 1-1/4-inch tailpiece, integral flow control and bowl strainer.
Speakman #SE-603

Note: No Substitutions.

(P-26) Emergency Shower

- 1) Shower: 8-inch diameter yellow impact-resistant ABS plastic deluge shower head with one-inch overhead supply, one-inch stay-open ball valve and rigid pull rod.
Speakman #SE-220-SCSV
Note: No substitutions.
- 2) Wall mounted 18 3/4-inch x 13-inch stainless steel receptor with 1/2-inch stay-open ball valve stainless steel push handle, six aerated brass spray heads with converging streams and yellow propylene covers, 1-1/4-inch tailpiece, integral flow control and bowl strainer. Speakman #SE-400.

Note: No substitutions. Eyewash waste shall be indirectly connected to the emergency shower floor sink.

10. Recessed Wall Drain Receptor - Acceptable Manufacturers

- a. Guy Gray

(P-28) Recessed Wall Drain Receptor (Dehumidifier and Washing Machine)

- 1) 20-gauge watertight receptor with drain and white enamel finish.
Guy Gray #T-200-LV

11. Roof Drain - Acceptable Manufacturers

The following is a partial list of plumbing specialties recommended for use. These items listed are J.R. Smith unless otherwise indicated but can also be Josam or Zurn.

FOR MDC STANDARDIZATION PURPOSES. USE ONLY THE DESIGNATED I.D. FOR EACH SPECIALTY AS SHOWN IN PARENTHESIS.

- a. J.R. Smith
- b. Josam
- c. Zurn



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(RD-1) Roof Drain Building

- 1) ANSI A112.21.2; lacquered cast iron body with sump, removable cast iron dome strainer, membrane flange and membrane clamp with integral gravel stop, adjustable underdeck clamp, no-hub pipe outlet, roof sump receiver and waterproofing flange.
J.R. Smith #1010-R-Y-C
Josam #21500-1-1-22-Z
Zum #Z-100-C-R-NH

(RD-2) Roof Drain Covered Walkway

- 1) ANSI A112.21.2; parapet type, cast iron body with shallow sump, removable sloping cast iron grate, flashing clamp, 45-degree side outlet and threaded connection.
J.R. Smith #1530
Josam #24710
Zurn #Z-189

12. Floor Drain -Acceptable Manufacturers

- a. J.R. Smith
- b. Josam
- c. Zurn

(FD-1) Toilets

- 1) ANSI A112.21.1; Painted cast-iron one-piece no-hub body with drainage flange seepage openings, weep holes, 5 inch round adjustable nickel bronze top, 1/2-inch trap primer connection.
J.R. Smith #2005A-P
Josam #30000-AZ
Zurn #Z-415-B-NH

(FD-2) Mechanical Room:

- 1) ANSI A112.21.1; Medium duty painted cast iron no-hub body with sediment bucket, round bar grate top.
J.R. Smith #2270Y-B
Josam #32100
Zurn #Z-551-Y



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(FD-3) Dumpster Area

- 1) ANSI A112.21.1; Medium duty painted cast iron no-hub body with sediment bucket, round tractor grate top.
J.R. Smith #2271Y
Josam #32100-81-TG
Zurn #Z-556-Y

13. Trough Drain - Acceptable Manufacturers

- a. J.R. Smith/ Enviro-Flo
- b. Polydrain

(FD-4) Kitchen Walk-in Cooler/Freezer Entrance, Dry Storage Room Entrance & Paper Storage Room Entrance

- 1) 30 inch long, presloped polyethylene or polymer concrete drainage channel with stainless steel rail edges and end caps, 4 inch bottom outlet, slotted stainless steel grate with locking device (J.R. Smith/Enviro-Flo Model #9870-450-SS-LD); All joints sealed with Model #81191 clear permatex silicone rubber.
J.R. Smith/Enviro-Flo #9930

14. Floor Sinks - Acceptable Manufacturers

- a. J.R. Smith
- b. Josam
- c. Zurn

(FS-1) Kitchen, /Waste Handling Room, Somat Pulper Room, Kitchen Hood Water wash and Cooling Tower

- 1) ANSI A112.21.1; 8-1/2 inch x 8-1/2 inch x 6 inch deep, 4 inch bottom outlet, painted no-hub cast iron body, flanged receptor with seepage holes, nickel bronze rim and secured grate with sediment bucket; 1/2 inch trap primer connection.
J.R. Smith #3101Y-P
Josam #49300-31
Zurn #ZN-1960-K-T-23



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(FS-3) Emergency Shower

- 1) ANSI A112.21.1; 10-inch x 10-inch x 6 inch deep, 3 inch bottom outlet, painted no-hub cast iron body, flanged receptor with seepage holes, acid resistant coated interior, nickel bronze rim and secured grate with aluminum sediment bucket: ½ inch trap primer connection.
J.R. Smith #3101Y-P
Josam #49300-31
Zurn #ZN-1960-K-T-23

15. Cleanouts - Acceptable Manufacturers

- a. J.R. Smith
- b. Josam
- c. Zurn

(FCO-1) Floor Cleanout/interior Finished floor Areas

- 1) ANSI A112.21.1; Painted cast iron two-piece body with round, adjustable secured nickel bronze top with depressed cover to accept floor finish and closure plug.
J.R. Smith #4020
Josam #57008-Z-1
Zurn #ZN-1400-NH

(FCO-2) Floor Cleanout/Kitchen Finished Floor Areas

- 1) Painted cast-iron two-piece body with square adjustable, secured, nickel bronze top with depressed cover to accept floor finish and closure plug.
J.R. Smith #4160
Josam #57008-Z-1-SQ
Zurn #ZN-1400-X

(WCO) Wall Cleanout

- 1) Bronze threaded plug with stainless steel cover and screw.
J.R. Smith #4472
Josam #58540 w/58600
Zurn #Z-1468



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- 1) Painted cast iron body with round, adjustable, scoriated cast iron top and non-tilt tractor cover.
J.R. Smith #4240
Josam #55000 WF (heavy duty)
Zurn #Z-1400

(GCO-2) Grade Cleanout/Exterior Unpaved Areas

- 1) Painted cast iron body with round adjustable scoriated cast iron top and non-skid cover.
J.R. Smith #4231
Josam #58360-Z-C1
Zurn #Z-1400-NL

16. Water Hammer Arresters - Acceptable Manufacturers

- a. J.R. Smith
- b. Josam
- c. Zurn

(WHA) Water Hammer Arrester

- 1) ANSI A12.26.1; sized in accordance with PDI WH-201, precharged suitable for operation in temperature range minus 100 to 300 Degree F and maximum 250 psig working pressure, stainless steel construction.
J.R. Smith Series 5000
Josam Series 75000
Zurn "Shoktrol" Series Z1700

17. Wall Hydrant - Acceptable Manufacturers

- a. J.R. Smith
- b. Josam
- c. Zurn

(WH-I) Wall Hydrant (Building Interior and Exterior and all parking garages)

- 1) ANSI/ASSE 1011; vandal-proof cast bronze, recessed stainless steel box, mild-climate wall hydrant with satin face, self-opening locking cover removable key, 3/4-inch HPT outlet, integral vacuum breaker;



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backflow preventer. Provide protection screw to avoid theft of vacuum breaker.
 J.R. Smith #5509QT-SAP
 Josam #7100-10
 Zurn #Z-1320

18. Hose Bibb (all hose bibbs must be provided with vacuum breakers) - Acceptable Manufacturers

- a. J.R. Smith
- b. Josam
- c. Zurn
- d. T&S Brass

(HB) Hose Bibb (Mechanical Room Only)

- 1) ANSI/ASSE 1011; cast bronze hose bibb with replaceable hexagonal disc, 3/4-inch HPT outlet, vacuum breaker.
 J.R. Smith #5609QT-SAP
 Josam #7 1070
 Zurn #Z-1310
 T&S Brass #B-730

19. Trap Primer - Acceptable Manufacturers

- a. J.R. Smith
- b. Josam
- c. Zurn

(TP) Trap Primer

- 1) Automatic 1/2-inch trap primer systems for all interior floor drains and floor sinks.
 J.R. Smith Series 2699 Josam #88250
 Zurn #Z-I022

Note: Trap primers shall be connected to the water closet flush valves. Should water closet not be available, connection shall be made to lavatories or water piping.



22 60 00 GAS AND VACUUM SYSTEMS FOR LABORATORY, HEALTHCARE AND FOOD SERVICE FACILITIES

- A. Ensure any gas system at a facility can be easily located.
- B. Should LP gas be used in lieu of natural gas, the Contractor shall be responsible for furnishing and installing the LP tank. The tank shall be installed underground and properly anchored to prevent hydraulic uplift. Installation of tanks above grade shall require review by the MDC Facilities Department Design & Support Section and, if approved, shall be provided with a chain link fence enclosure.
- C. The gas system piping shall be fabricated of ASTM A53 or A120, Schedule 40 black steel pipe and shall not be installed less than 18 inches below grade. Black steel pipe installed underground shall be coated with a bitumastic material or other MDC approved method. Joints shall be welded or brazed with lead-free solder. At the designer's option, copper piping equal to ProPress crimp joint type K underground and L above ground (rated for gas use) can be utilized.
- D. Avoid running gas piping under concrete slabs at all times. If approved, install the carrier pipe in a welded black steel pipe sleeve sealed at one end and vented to the outside at the other end. The pipe sleeve should be at least two and one-half to three pipe sizes larger than carrier pipe, but not less than 2 inches for a 3/4 inch gas pipe. NEVER embed piping in concrete.
- E. Gas supply pipe mains SHALL NOT be installed in, above or across interior corridors or stairwells. As an example, gas supply pipe mains running through or passing across an interior corridor SHALL NOT be approved. Gas supply branch piping shall be approved to run across interior corridors only as a last resort if it is installed in a pipe sleeve which in turn is contained or enclosed in a one-hour fire-rated gypsum board enclosure within the confines of the corridor.
- F. A gas supply branch connected upstream of the building gas supply main solenoid valve shall be installed to provide uninterrupted gas supply to the emergency generator should it be gas-fired.
- G. The kitchen or other high use areas shall be provided with a commercial grade gas-fired water heater such as Model #GNR 160-075-DF-9 as manufactured by Lochinvar (or similar by AO Smith.) Gas-fired heaters shall always be the first option and, when selected, shall be located in a one-hour fire-rated room located on the building perimeter and equipped with an exterior door. Should gas not be available at the site, an electric water heater shall be permitted such as Model #HS36-082 as manufactured by Lochinvar, or similar by AO Smith.
- H. For natural gas, the exterior above grade building gas supply main entering the building and containing the gas

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meter, pressure regulator, manual shutoff valve, etc. shall be provided with a weatherproof, normally closed, lever-operated manual reset solenoid valve. The entire assembly shall be enclosed inside a vandal proof, ventilated steel cage housing under lock and key. Should the building fire alarm system be activated, the building gas supply main solenoid valve shall close and cutoff any further supply of gas into the building.

- I. All gas solenoid valves whether used for the gas supply main at the point of delivery to the building or the science classroom demo tables shall be 120 Volt normally closed, lever-operated manual reset electric solenoid valves. Automatic reset type solenoid valves are PROHIBITED.
- J. In Science Classrooms and the Science Material Storage/Preparation Area, provide a 120 Volt normally closed, lever-operated manually reset electric solenoid valve on the main gas supply piping to all tables along with one lockable type quarter turn butterfly valve on each table. The lockable type quarter turn butterfly valve shall be used by the teacher to shut-off the gas supply to the demonstration table, student worktables and the fume hood at the end of each day. In addition, provide one manual quarter turn butterfly valve on the pipe branch located inside the demo table that supplies gas to the student work tables. This valve shall be used to shut-off the gas supply to the student work tables at the discretion of the teacher.
- K. In Science Classrooms and the Science Material Storage/Preparation Area, the demo table gas solenoid valve will be de-energized by activating a red ON/OFF mushroom button located behind the demo table, which will simultaneously shut off the gas and electricity (except the classroom lights) to the student work tables and the fume hood at the discretion of teacher. It shall not be directly wired to the building fire alarm system but shall be de-energized when the fire alarm system is activated. For example, activation of the red mushroom button shall not activate the building fire alarm system...but activation of the building fire alarm system shall de-energize the demo table gas solenoid valve via a set of contacts. In the Science Material Storage/Preparation Area, the red mushroom button shall be centrally located so that it serves the same purpose. All other electrical circuits shall be wired separately. The hot and cold-water supplies under the demo table shall also be equipped with manual quarter turn butterfly valves for shutoff purposes.
- L. In addition, a manual valve will be provided to each instructional space provided with gas at the point of entry into the space.
- M. All gas lines feeding equipment located under an NFPA 96 kitchen hood shall be directly connected to the fire alarm system of the building.
- N. All fume hoods shall be provided with one gas and one cold water connection at each end.

NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and



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Contract Documents.

END OF DIVISION

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23 00 00 HVAC**23 01 00 GENERAL**

- A. Comply with the latest editions of the Florida Building Code, Florida Fire Prevention Code and all other required Codes and regulations.
- B. HVAC system design, equipment selection and energy conservation shall meet the requirements of this section, the latest editions of the Florida Building Code (FBC) and its supplements, Florida Mechanical Code, Florida Plumbing Code, ASHRAE 62.1 Guidelines for Ventilation Rates, and ASHRAE 90.1, For Energy Efficiency, NFPA, Chapter 64E-11 (Food Hygiene) of the Florida Administrative Code, American with Disabilities Act Accessible Guidelines (ADAAG), Florida Department of Environmental Protection Guidelines (DEP), Florida Department of Environmental Resources Management (DERM) Florida Department of Transportation (FDOT), United States Environmental Protection Agency Guidelines (EPA) and the American Society of Civil Engineers (ASCE) (revision specified by the applicable FBC).2
- C. The installation of the Mechanical systems shall comply with the manufacturer's recommendations for installation and service clearances required, the latest edition of Design and application guidelines of the Industrial Ventilation Manual, ASHRAE, SMACNA, ASCE, ASME, ASPE and other industry accepted standards.
- D. The efficiency and energy performance of the system shall meet or exceed the requirements set forth in ASHRAE Standard 90.1 and the Florida Building Code (Energy). This shall be clearly shown on the construction documents.
- E. The volume of ventilation air for a space shall be in accordance with latest edition of ASHRAE Standard 62.1. In existing areas to be remodeled, utilize bipolar ionization to reduce outside air quantities, without the need to increase the equipment capacity, nor the need to increase the size of the mechanical rooms. In new construction, all projects shall comply with latest applicable standard of the U. S. Green Building Council and shall achieve LEED Silver certification. Bipolar ionization and UV technology should be utilized. Whichever procedure is used, it shall be clearly shown on the Construction Documents.
- F. A copy of the heat gain calculations, a copy of the Florida Energy Efficiency Code calculations, for Building Construction (FEEC), and a copy of the Life Cycle cost Analysis (LCCA) shall be prepared by the Engineer of Record and provided to the MDC Facilities Management Department or review. Data shall be submitted in an 8-1/2"x 11" binder, titled "HVAC Calculations", and shall include the project name, project number and date.

DIVISION 23**HVAC****This section contains the following:**

23 01 00	GENERAL
23 08 00	HVAC Commissioning
23 09 00	Instrumentation and Control for HVAC
23 09 23	Direct Digital Control System for HVAC
23 20 00	HVAC PIPING AND PUMPS
23 30 00	HVAC AIR DISTRIBUTION
23 31 00	HVAC Ducts and Casing
23 34 00	HVAC Fans
23 60 00	CENTRAL COOLING EQUIPMENT
23 64 00	Package Water Chillers
23 65 00	Cooling Towers

(Continues)

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Calculations shall include the full load and partial load psychrometric analysis and charts for the cooling coil sections. The HVAC heat gain calculations shall be performed using the outdoor design parameters as indicated in the ASHRAE Fundamentals Manual (1% summer – both design cooling and dehumidification shall be considered, and 99% winter), and the following design parameters:

G. Summer Design Parameters

1. Classrooms, Libraries, Offices, Laboratories, Auditoriums - Indoor Design = 72 – 73 degrees Fahrenheit db and 40-60% RH
2. Corridors, Gymnasiums, Lobbies, Restrooms, Changing Rooms, Kitchens – Indoor Design = 76°F db and 40-60% RH.
3. Mechanical Rooms, Storage Rooms, Custodial – Indoor Design = 80°F and 60% RH.
Occupied mode set points:
 - a. Temperature 72-73 o F b. Relative humidity 40% to 60% c. 1200 ppm CO2
Unoccupied mode set point :
 - b. Temperature 78 o F b. Relative humidity 40% to 60% c. Minimum CFM, and associated ppm CO2, needed to maintain positive building pressure.

Note. If unoccupied mode set points are exceeded BAS control sequence is to activate HVAC system to bring parameter within set point range.

H. Winter Design Parameters

1. Indoor Design 68 Degree F db

I. General Design Parameters

1. Daily Range= 15 Degree F db
2. Atmosphere Clearness factor = 0.90
3. Lighting Heat Gain = 1.5 W/SF unless installed lighting is substantially lower
4. Occupant Heat Gain = 250 BTUH Sensible & 200 BTUH Latent (adjusted as appropriate for activity level)
5. Facility Occupant Hours = 7:00 AM to 11:00 PM Monday thru Saturday.

- J. The Architect/Engineer (A/E) of record shall be responsible for notifying MDC Facilities Management Department's Project Manager assigned to the project, as to when the air conditioning system is fully operational and ready for the Test & Balance procedure. The (A/E) of record, thru the General Contractor, shall verify with the contractor, prior to notifying MDC, that all dampers are fully functional over the entire range of movement, that all rotational equipment turns in the correct direction, that motor voltages are verified and that controls are correctly

23 70 00	CENTRAL HVAC EQUIPMENT
23 72 00	Air-to-Air Energy Recovery Equipment
23 80 00	DECENTRALIZED HVAC EQUIPMENT



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connected and operational. In the event that the Test & Balance cannot be completed due to conflicts with the operation of the installed equipment or systems, the contractor shall be liable for the cost of any additional labor to complete the Test & Balance for renovation and remodeling projects, T&B shall be performed pre-construction and post renovation/remodeling construction. Both shall be done by an independent licensed T&B contractor.

- K. In addition to contractually required deliverables, the AE will provide, and require the contractor to update, an Excel spreadsheet listing all major pieces of equipment (chillers, pumps, fans, air handlers, ERVs, VAVs, cooling towers, DX systems, and any and all equipment that requires routine and preventive maintenance, in a format that can be easily imported into FM Systems Interact. This shall be closely coordinated and approved by MDC Facilities Management – Planning Section.
- L. Installation of rooftop equipment shall not be permitted. This includes rooftop air conditioning package units, ducts, piping and conduit. Exceptions are rooftop exhaust fans, air intake hoods; DX split system air condenser units in areas such as the media center, data processing rooms, telecommunications equipment rooms, kitchen, graphic arts, kiln, chemical storage room, chemical classroom, flammable storage, fume hoods, welding hoods and other special ventilation systems. When the installation of rooftop equipment or piping is unavoidable, permission and a written waiver shall be requested from the MDC Facilities Management Department. Upon approval, a clearance of not less than 18" or as required by the Florida Building Code shall be provided under the equipment (if no curb is furnished) or piping shall be provided for roof maintenance.
- M. All equipment located outdoors (roof or otherwise) shall be anchored to sustain hurricane force winds as outlined in the FBC. Details of the method of anchoring shall be provided on the mechanical drawings and detailed on the structural drawings. Equipment shall be certified for wind resistance in accordance with the FBC (Miami-Dade County interpretation).
- N. Do not install any HVAC or plumbing piping inside the block cores of exterior walls. Install only in furred walls.
- O. Ensure positive pressure in ALL areas except in kitchens, labs, toilets, custodian rooms, laboratories in relation to their adjacent spaces, etc. Pressurization shall be calculated by EOR and clearly shown on plans. Show CFM values on all supply, return, and outside air openings on the plans so that they can be properly balanced.
- P. Noise levels due to air conditioning unit fan, ventilating equipment, ducts, grilles, diffusers and air system pressure reducing devices shall conform to the RC Noise Rating Procedure outlined in ASHRAE HVAC Applications Handbook. Classrooms and all spaces, other than those listed below, shall be designed for a maximum noise criteria level of RC-30 (N). The exceptions shall be:



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Corridor, Lobbies	RC-40(N)	Chiller Rooms	RC-60(N)
Storage, Toilets, Custodial	RC-45(N)	Mechanical Rooms	RC-45(N)
Gymnasium	RC-45(N)	Kitchens	RC-40(N)

Should the noise levels exceed those listed above, internally baffled duct silencers installed on all supply air discharge ducts or other MDC approved sound attenuation methods, for reducing the noise levels to the values shown above, shall be provided. Exterior installed air-cooled chillers, emergency generators, pumps, cooling towers and accessories shall be designed so that the noise levels do not exceed the noise recommendation of 55 dB at the property line or be transmitted to an adjacent classroom.

- Q. Provide an aesthetically pleasing and sound attenuating concrete masonry unit (CMU) enclosure around exterior HVAC equipment such as cooling towers, air-cooled chillers, etc. in lieu of using chain link fencing. Special attention and consideration shall be provided when air-cooled chillers are to be located adjacent to residential areas. Noise levels generated by this and other equipment shall not exceed 55 dB at the property line (or as required by more stringent local ordinances).
- R. Unless otherwise specified, when selecting either HVAC, plumbing or other mechanical equipment, MINIMUM OF THREE manufacturers complete with selected series types shall be provided in the specifications.
- S. All pumps shall be of the centrifugal type and shall be selected with the correct impeller for the application intended. Pump motors shall be non-overloading over entire operational range. Provide dual pumps with each pump having 100% redundancy for all air conditioning systems. Pumps shall be provided with a VFD with 3 contactor full bypass and H-O-A switch for manual or automatic operation. All pump motors shall be of high efficiency type and Energy Star Rated. Pumps shall be primary/secondary and in some areas tertiary (depending on the campus and facility.) Valves to be 2 way except for end-of-line to be 3 way. All pumps shall have VFDs (with bypass) whether variable speed or not – in constant flow applications, VFDs shall be utilized for balancing and soft start; throttling of pumps is not permitted. All pumps shall be horizontal mounting type. Vertical mounted pumps are not acceptable.
- T. In existing facilities requiring remodeling, renovation and/or additions, the following requirements shall be adhered to by the Project Consultant in order to ensure that final construction documents are correct and brought up to date.
 - 1. Field Verification shall be performed by the Project Consultant. **This is a Mandatory requirement.** The Project Consultant shall verify all existing conditions to ensure the feasibility of construction in order to ensure that the work can be performed in a timely manner and to prevent conflicts and/or delays in the field during construction.
 - 2. A complete set of demolition plans for areas within the scope-of-work shall be provided as part of the



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construction documents. Demolition plans shall include the specifications for ALL mechanical equipment, whether the equipment and systems are to remain, to be removed or to be reused. Equipment and systems such as HVAC air handling units (AHU's), ductwork, ductwork sizes including CFM values for the entire system and each outlet and inlet, exhaust fans, size of natural or propane gas piping system sanitary system, storm drain system, domestic water system plumbing fixtures, etc. shall be shown on drawings. Notations such as "EXISTING TO REMAIN" are insufficient and will not be acceptable.

3. A complete updated set of remodeled or renovated plans for areas within the scope-of-work shall be provide and shall include all new mechanical equipment such as HVAC AHU's, ductwork, ductwork sizes including CFM values, exhaust fans, natural or propane gas system, sanitary system, storm drain system, domestic water system, plumbing fixtures, etc. Plans shall also include the new plumbing fixture count (fixture units) being added to the existing sanitary system. Should the existing HVAC system be extended to serve new areas, the AHU and all air distribution terminal devices serving areas other than those in the scope-of-work, but on the same HVAC system, shall also be properly shown on the drawings and rebalanced. The entire system along with the new CFM and GPM values shall be shown on the plans. All new supply and return ductwork, 12" and larger, shall be shown, in double line format on drawings, scaled to exact size. Single line ducts will not be accepted.
- U. All existing HVAC equipment to be reused, in existing facilities requiring renovation work, shall be shown on equipment schedules on the plans by the Project Consultant. The existing HVAC controls, including the VAV boxes and thermostats shall be upgraded to Direct Digital Controls (DDC), to satisfy the life safety code and energy conservation requirements. All existing equipment, electrical data and capacities shall be listed so that proper testing and balancing can be performed. In addition, the Contractor shall provide a maintenance schedule describing all cleaning and repair work to be performed for the new systems.
 - V. All existing ductwork, piping, pneumatic controls, pneumatic thermostats, HVAC diffusers, radiant heat panels, etc., that are not to be re-used, shall be disconnected, removed and discarded by the contractor.
 - W. In existing facilities requiring renovations and/or additions, all new HVAC equipment shall be tagged and identified in a sequential numerical format in coordination with the existing HVAC equipment so as not to repeat AHU numbers, exhaust fan numbers, etc. In new facilities, all new HVAC equipment shall be tagged and identified in a sequential numerical format. Areas served by the HVAC equipment shall also be provided such as AHU-1/ Media Center, AHU-2/Multipurpose Room, etc.
 - X. All new and refurbished equipment, i.e., Chillers, AHU's. Pumps, Exhaust Fans, DX systems, Cooling Towers, etc., that require routine and preventive maintenance shall be listed in an excel spreadsheet with specific information as required by MDC Facilities Planning department. This information shall be formatted such that it can be readily and effortlessly imported to the MDC Facilities Management Software FM systems.



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- Y. The LCCA provided must compare the most LCC effective equipment selection to the minimum requirement showing equipment and installation cost, utility incentive dollar amount, operating and maintenance cost during life of equipment with the net Life Cycle Savings that result from the design selection versus the minimum requirement.
- Z. All HVAC installations must provide a seamless integration into existing BAS/BMS systems. Direct coordination must be required between contractors and Johnson Controls JCI Metasys, South Florida Controls, Inc. (SFC), for Delta Controls, and Trane for Trane ES control systems. The contract documents shall request the contractors to obtain proposals and include the quotes from the control's vendors and list them as separate line items in their proposals.

23 08 00 HVAC Commissioning

A. The Designer shall provide to the owner, TAB contractor and the BAS Contractor:

1. The Owner's Project Requirements
2. MEP Design Intent Document
3. Basis of Design Report

B. Contractor's responsibility:

1. Completely install and thoroughly inspect, start up, test, adjust, balance and document all systems and equipment
2. Assist commissioning agent in performing verification and performance testing.
3. Provide a BAS technician to work with commissioning agent and at his/her direction

C. BAS commissioning agent shall provide the following:

1. All required instrumentation
2. Inspect all devices
3. Verify proper electrical voltages and check circuits.
4. Coordinate with controls sub to obtain all settings.
5. Test, calibrate and set all digital and analog devices
6. Submit startup report
7. Check for leaks, proper operation of all valves.
8. Complete demonstration of all systems
9. Verify trend log.
10. Review and provide all operator training and O & M Manuals.



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11. Training of all systems.

23 09 00 Instrumentation and Control for HVAC (Variable Frequency Drives)

- A. Provide properly sized variable speed equipment for all pumps, air handling units, exhaust and supply fans, cooling towers etc. and as discussed with MDC Facilities. VFDs, where utilized for chillers, shall be supplied by the chiller manufacturer.
- B. Provide all VFDs with mains disconnected switch, drive fusing, integral 3 contactor full bypass switch and rated for 100kA SCCR in a proper UL rated enclosure for the particular application. Include an LCP display, BACnet MS/TP serial communication to fully and seamlessly integrated with the MDC Facilities Management BMS system.
- C. VFDs shall include EMI and RFI filtering to meet EN 61800-3 standards and a 5%-line reactor or dual DC link reactors to minimize harmonics. The point of coupling by IEEE 519-2014 Recommended Standards, is the secondary side of the building transformers or the common point where the linear and non-linear loads connect. Individual voltage harmonics to be less than 5% and Total Harmonic Distortion less than 8% TDD.
- D. Approved variable speed drive motor manufacturers shall be ABB, Trane, Danfoss or with pre-approval from MDC Facilities Management, an approved equal.
- E. VFDs shall include a six (6) year parts and labor warranty. Or 5 years above and beyond factory one year warranty.

23 09 23 Direct-Digital Control System for HVAC

- A. Performance Guidelines
 - 1. List controls functions such as start-stop, chiller plant optimization, interlocks, sensors, OA modulations, BacNet compatibility
 - 2. Define minimum number of points to be monitored and controlled
 - 3. Specify all controls components: sensors, actuators, field panels, communications protocol
 - 4. Require contractor documentation of control sequence, points list and all parameters.
 - 5. Define required graphics
 - 6. Define all alarm capability and notification options
 - 7. Define basic reports required with ability to create custom reports
 - 8. Required service response time and preventative maintenance schedule



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**23****B. Contractor's required qualifications:**

1. Provide equipment from one of the following: Delta Controls, Trane Company, Johnson Controls-Metasys (or college preapproved vendor).
2. The only MDC approved BAS installing contractors are: BOS/South Florida Controls for Delta Controls system, Trane Company for Trane Controls (Tracer) System, Johnson Controls for Johnson Controls Metasys System, DCI for Johnson Controls Metasys System or college preapproved vendor.
3. Vendors shall provide maximum 3-hour response time when notified of a need for service and shall provide a routine preventive maintenance schedule consisting of one annual and three quarterly inspections.

C. Parameters as to use / brand

1. BAS to be bid as a separate discipline, not within any other trade. BAS sub to be directly hired by general contractor. A separate line item shall be listed for Bas/HVAC controls
2. Controls system for any new facility or for any existing building that is being retrofitted shall be designed to be fully compatible with the BAS system already existing on each campus. Provide seamless coordination
3. There shall be no standalone DDC system in any new project.
4. All new DDC systems must follow the network nomenclature scheme for individual addresses, as provided by MDC.
5. All new DDC systems must be fully integrated into one or all of the MDC BAS servers by one of the college's BAS approved integrators.
6. The only MDC approved BAS integrators are: BOS/South Florida Controls, DCI, Trane Company or college preapproved vendor
7. Check for leaks, proper operation of all valves.
8. All room thermostats or controllers shall have a locking cover
9. Complete demonstration of all systems
10. Verify trend log.
11. Review and provide all operator training and O & M Manuals.
12. Training of all systems.

23 20 00 HVAC PIPING AND PUMPS

- A. New CHW and condenser water chemical treatment systems for chillers shall be furnished installed and maintained by the Current Water Treatment Service Provider for MDC Facilities Management Department. The A/E consultant shall confer with the MDC Facilities Management Department, and the MDC water treatment service provider, for specific infrastructure requirements related to electrical utilities and the required piping connections. The Contractor shall be responsible for furnishing and installing the chemical pot feeder for the CHW system.



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- B. Provision shall be made by the Contractor for furnishing and installing the chemical pot feeder and installation of the electrical services and required piping connections. The electrical services shall include a 120 Volt dedicated service to the water treatment system and a 120 Volt hookup to the solenoid for bleeding purposes.
- C. Only schedule 40 black steel pipes with welded joints and dielectric fittings at points of connections to dissimilar metals shall be approved for the chilled water (CHW) and condenser water (CW) main piping. Above ground chilled water piping runouts to the individual AHU of sizes 2 inches and smaller may be Type "L" copper not to exceed 20 feet in length. Usage of PVC pipe for the chilled and condenser water piping is PROHIBITED with the sole exception of the above ground condenser water connection to the cooling tower, which SHALL BE PVC schedule 80 with UV treatment. Black steel pipe installed underground shall be coated with a bitumastic material.
- D. Size piping with diameters larger than 2" at 4ft water head pressure loss per 100ft of piping. Larger pipe velocity shall not exceed 4ft/sec. Pipe velocities shall not exceed 8ft/second underground and 6 feet per second above grade.
- E. All CAV chilled water coils shall be provided with a two way, modulating chilled water valve in order to maintain a wet coil so as to dehumidify at all times. VAV chilled water coils shall be provided with a two-way modulating valve. Constant volume chilled water flow systems require prior written approval from the MDC Facilities Management Department and shall utilize three-way valves.
- F. Upon installation and after pressure testing, the chilled water and condenser water piping shall be flushed with water in order to remove sand and other foreign contaminants. The A/E Consultant shall include in their specifications that it is Mandatory that all the pipe ends shall be temporarily sealed with plastic sheeting and duct tape and remain empty of any water after pressure testing until the final pipe connections are complete.
- G. Underground chilled water and condenser water piping shall not be installed less than 24 inches below grade, nor under foundations or footings.
- H. Upon completion of the chilled water and condenser water piping installation and prior to insulating the basket strainers, the Contractor shall flush the piping systems with water in order to remove sand and other foreign contaminants. The strainers shall be removed, cleaned and re-installed during this cleaning procedure. The chilled water and condenser water piping shall be chemically cleaned by the Contractor in order to remove mill slag, dirt oil and/or other foreign contaminants. The strainers shall then be removed again, cleaned and reinstalled. Upon completion, the chilled water and condenser water piping shall be drained, flushed and a nitrite solution shall be applied to prevent pipe oxidation. The Contractor shall then contact the MDC Facilities Management Department, for verification of the water quality and strainer cleaning. Upon acceptance, the MDC Facilities Management Department's water treatment service provider shall furnish, install and maintain the water



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chemical treatment system.

- I. 125 PSI W.O.G. Mueller Model 91 AP or Nibco Model F-910 flanged silent check valves are MDC standards for the chilled water system.
- J. When field-insulating the black steel chilled water piping, in both the building interior and exterior spaces, two-piece pre-formed foam glass insulation such as Foam-glass as manufactured by Pittsburgh Corning with Pittwrap CW jacket for underground piping shall be used. The use of factory pre-insulated polyurethane foam black steel pipe with extruded PVC or high-density polyethylene jacket such as manufactured by Thermacor, Perma-Pipe, Accutherm or Insul-Tec, is approved for Exterior underground piping only. Fiberglass insulation will not be approved.
- K. Details of the underground chilled water and condenser water pipe anchors, sleeves and expansion loops or joints shall be shown on the plans.
- L. The use of underground chilled or condenser water shutoff valves in valve boxes is Prohibited. Install the valves inside buildings in areas such as the mechanical rooms, in an accessible location, and properly identified.
- M. When an air handling unit or pump is being replaced, replace all valves, strainers and other appurtenances as well.
- N. Water treatment for chilled and condenser water must be provided by the contractor and must be contracted directly from the approved MDC provider. Obtain information as to current provider from the MDC dedicated water treatment specialist, Garratt Callahan.

23 30 00 HVAC AIR DISTRIBUTION

23 31 00 HVAC Ducts and Casings

- A. Ductwork:
 - 1. The supply, return and outside air ductwork shall be fabricated of galvanized steel in compliance with SMACNA "HVAC Duct Construction Standards Metal and Flexible". The use of fiberglass duct board for duct construction or exposed fiberglass duct liner is Prohibited in all existing and new facilities. The first twenty (20) feet downstream of an air handling unit shall be double wall acoustically lined K rated perforated ductwork.



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2. Exhaust ductwork shall be fabricated of galvanized steel except for specialty exhaust systems such as the shower area exhaust (aluminum), kitchen hood exhaust (black steel), fume hoods and dishwasher exhaust (stainless steel) etc. Outside air ductwork shall be minimum 18 gauge and shall be externally insulated.
3. In order to attenuate sound and for flexibility, use UL 181 Class 1 commercial grade insulated flexible duct to connect the supply air diffusers and return air grilles to the supply and return air distribution duct. Flexible duct shall have a minimum R-value of 6.0 and be constructed of an aluminum foil laminate inner core liner encapsulating a steel wire helix, factory installed high density fiberglass blanket insulation and a metalized reinforced vapor barrier jacket similar to Omniair Series 1200, Thermaflex MXE or Flexmaster Type 5M. Hard duct drops should only be used when there are no ceilings or as a last option in designs containing ceilings.
4. Flexible duct shall be one-piece and cut as short as possible but Shall not exceed 8 feet in length and shall not be installed so that it lies on the ceiling or is kinked. Spliced duct is Prohibited. Size flexible ducts to a 0.04" / 100 ft pressure drop. Provide balancing dampers in the rigid take off at main trunk.
5. The supply air duct shall be fully insulated as well as return air ducts located in unconditioned spaces or in mechanical rooms. Return air ducts located above ceilings of conditioned spaces may be left uninsulated if the ceiling space is used to relief excess conditioned air from the conditioned spaces. The exhaust and outside air ducts shall be uninsulated. Supply air duct insulation and return air duct insulation (when required) in concealed areas shall be fiberglass blanket insulation.
6. The supply and return air ducts shall be provided with 45-degree shoetaps and lockable volume dampers. Should 45-degree branch takeoffs (shoetaps) not be appropriate, two-piece round bellmouth takeoffs with volume dampers such as manufactured by Buckley will be acceptable only after review and approval in writing by the MDC Facilities Management Department. The use of any other 90-degree branch take off is prohibited. Provide access panels below manual volume dampers on all non-removable ceilings.
7. Utilize double thickness turning vanes at all elbows.
8. Provide dampers on terminal devices for balancing purposes only when the branch duct serving the device cannot be provided with a manual, lockable, balancing damper.
9. Smoke detectors are required on both the supply and return air of the AHU units. The supply air smoke detector shall be installed in the ductwork upstream of the unit discharge but before the duct heater. The return air smoke detector shall be installed in the ductwork before the outside air intake.
10. Duct sealers such as mastic shall be water-based, fire resistive, non-toxic and compatible with mating materials. Under no circumstances shall the use of petroleum-based products be permitted for duct or insulation sealant or adhesive purposes. Mastic sealant shall be applied to all duct transverse joints and longitudinal seams.
11. HVAC or exhaust ducts shall not be supported from joist cross and lateral bracing or from galvanized steel decking.
12. After installation and prior to test and balance, the duct system shall be cleaned by forcing high velocity air through it to remove the accumulated construction dust. To obtain sufficient air, half the system should be cleaned at a time, dependent on the system size. Equipment that may be subject to damage from excessive dust or dirt shall be protected with construction filters or bypassed during cleaning. Duct cleaning shall be



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- performed by a Florida Licensed, professional Duct Cleaning company.
13. For grid type ceilings, the supply air diffusers shall be 2'x 2' lay-in aluminum louvered types with round necks similar to the Titus TDC-AA, Metalaire Series 5000 or Price AMD. Return air grilles shall be aluminum hinged, louvered, eggcrate or perforated types provided without filters similar to the Titus #350FF or Titus #50FF, respectively. The top panel of the Supply Air (SA) diffuser above the ceiling shall be fully insulated to prevent condensation. The use of perforated type diffusers for supply air is Prohibited.
 14. For plastered ceilings such as in the kitchen, the supply air diffusers shall be surface mount, aluminum louvered type similar to the Titus TDC-AA, Metalaire Series 5000 or Price AMD. Return air grilles shall be aluminum hinged, louvered types provided without filters similar to the Titus #350FF or the Titus 50FF. The top panel of both the supply air diffusers and the return air grilles above the ceiling shall be fully insulated to prevent condensation. The use of perforated type diffusers for supply air is Prohibited.
 15. Exposed ductwork shall be approved by MDC Facilities Management Department on a case by case basis. When approved, all exposed air conditioning ductwork shall be manufactured from galvanized sheet steel suitable for painting. All exposed duct shall be either round or flat-oval, double wall type. Exposed rectangular or flexible duct of any kind are Prohibited.
 16. Variable volume boxes shall be DDC controlled and double wall, not internally lined.

23 34 00 HVAC Fans

- A. In building perimeter toilets and custodian rooms, use ceiling exhaust fans containing gravity dampers and terminating with a brick vent or extruded aluminum louver such as manufactured by Penn Ventilator Company or Greenheck. Should a sidewall exhaust not be possible, then terminate with a rooftop cap such as the Penn Ventilator Company "Airette". Minimize all roof penetrations at all times in order to prevent potential roof leaks. In individual use toilets provide a time delay relay tied to the light switch.
- B. All exhaust fans shall be controlled by the MDC BMS system. Refer to BAS section for controls sequences.
- C. All general-purpose exhaust fans in non-classroom areas such as gymnasiums, auditoriums, etc. shall be electrically interlocked to the AHU serving those zones so that the exhaust fans operate when the AHU is energized. These areas shall be continuously exhausted during occupied periods.
- D. All custodian room exhaust fans shall be interlocked to the AHU serving that zone so that the exhaust fan operates when the AHU is energized. These areas shall be continuously exhausted during occupied periods.
- E. All exhaust fans, with the exception of the smoke exhaust fans and kitchen hood exhaust fans, shall be designed to immediately shutdown upon activation of the building fire alarm system. If the design allows, MDC should take advantage of the FPL rebate for kitchen demand control ventilation.



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- F. In the Flammable Storage Room, provide a mechanical ventilation system consisting of an explosion-proof upblast exhaust fan sized for twenty Air Changes/Hour. The exhaust duct shall extend from floor to ceiling in order to exhaust fumes from both the floor and ceiling levels.
- G. In the Science Material Storage/Preparation Area, provide a mechanical ventilation system consisting of an explosion-proof upblast (purge) exhaust fan sized for twenty Air Changes/Hour.
- H. In the Science Material Storage/Preparation Area Organic and Inorganic Storage Rooms shall each be provided with continuous operating explosion-proof upblast exhaust fan sized for twenty Air Changes/Hour and shall be coated with a chemical resistant coating. The exhaust duct shall extend from floor to ceiling in order to exhaust fumes from both the floor and ceiling levels. In addition, a chemical resistant coating shall be applied to the exhaust duct. Makeup air shall be provided via an outside air makeup duct containing a fire damper and a grille, which shall be chemical resistant coated.
- I. In the Science Material Storage/Preparation Area and the Science Classrooms containing fume hoods, provide a mechanical exhaust system consisting of an explosion-proof upblast (purge) fan sized for twenty Air Changes per Hour and coated with a chemical resistant coating. Air makeup shall be provided by dedicated Make Up Air fans or can be provided by the AHU system's supply air diffusers to the Science Lab/classroom while simultaneously closing the return air register/grille via a motor operated damper electrically interlocked with the purge fan.
- J. An audible alarm activated by a pressure differential switch in the exhaust ductwork shall be provided for exhaust fans, in such areas as the Science Material Storage/Preparation Area, Organic and Inorganic Storage Rooms, Science Classrooms, Flammable Storage Area, and Electrical Rooms to indicate fan failure. The alarm shall be powered by a separate circuit.
- K. Internal duct liner is not permitted, double wall construction shall be used.

23 60 00 CENTRAL COOLING EQUIPMENT**23 64 00 Package Water Chillers**

- A. Before a new chiller plant or chiller equipment is proposed for a project, the AE shall provide a study as to the feasibility of connecting to the existing loop so as to ascertain the viability of connection size, tonnage, loop capacity and cost of connection versus new equipment
- B. For new facilities or small additions to existing facilities with cooling loads of up to 200 Tons, the basis of design



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shall be an air-cooled chilled water system with a constant air volume (CAV) system, or a variable air volume (VAV) system. Evaluate FPL HVAC incentives to maximize potential rebates with lowest life cycle cost.

- C. All air-cooled chillers SHALL be provided with a factory applied dip coating for corrosion protection of all coil surfaces. The coating material and process as applied to fin tube coils shall provide an effective corrosion protection in a pH range of 1.0 to 14.0. The coating material shall consist of a complex chain linked poly-elastomer or phenolic material and possess negligible effect on heat transfer coefficients. The coils shall be prepared through the manufacturer's procedural cleaning steps allowing for drying prior to the coating process. A 0.5 to 1.0 dry mil thickness of acrylic resin primer shall be applied by spray-coating and be fully cured prior to applying the protective finish coat. The coil corrosion protection coating shall be applied by spray application and built-up to a dry mil thickness of 2.5 to 3.0. The corrosion protection coating shall be built-up on the fin edges with a final spray coating process applied to both sides of the coil. Coating shall be fully cured prior to packing for shipment. Protection shall be provided for the coil tubes from fluid infiltration during the coating process by maintaining a 50 PSI blanket of nitrogen on the fluid side. Prior to shipment, the coil shall be pressure tested with nitrogen to 110 percent of operating pressure and then evacuated. Upon completion, the coil shall be pulled down to a 200-micron vacuum to insure integrity of the coil and absence of moisture inside the coil. Coating materials shall have passed a MINIMUM OF 5000 HOURS OF SALT SPRAY EXPOSURE in testing performed by an independent laboratory in accordance with ASTM B 117.85 standards. The coating shall be field-repairable and touchup product shall be available for this purpose. The company providing the coating process shall also provide a five-year coil warranty. The entire coating process shall be Enecon, Belzona, Surffsil or approved equal. Units shall be provided with hail guards.
- D. For new facilities or major additions to existing facilities with a cooling load of greater than 200 Tons, dual water-cooled chillers and cooling towers with VAV or air handler systems shall be provided. The EOR shall provide an LCCA to be reviewed and approved by MDC Facilities Management. This selection should be based on the chiller that provides the lowest life cycle cost.
- E. All chillers shall be eligible for the FPL rebate program. NO EXCEPTIONS.
- F. Centrifugal chillers shall consider Miami design conditions. Chillers without condenser water relief shall unload at these conditions to at least 25% without the use of hot gas bypass. Centrifugal chillers to be evaluated for LCCA and highest efficiency.
- G. Chiller plant sizing to be programmed with each of the dual chillers sized at between 50% and 100% load, to be decided on a case by case basis with consultation with MDC Facilities Management.
- H. If a new chiller plant is determined to be required, the AE shall study the feasibility of connecting the new plant to the loop to increase loop diversity.



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- I. Magnetic bearing chillers may be considered provided the conditions in this article are met.
- J. Chilled water temperature to be 42 degree F. leaving and 54 degree F. entering the chiller plant.
- K. Condenser water temperatures to be 85 degree F/95 degree F with 80 degree wet bulb.
- L. Acceptable manufacturers: Trane (preferred), York, or college approved equal.
- M. Chillers shall be selected with refrigerants not subject to phase out within 5 years. Deviation from this shall require pre-approval and a written waiver from the MDC Facilities Management Department.
- N. Select two new chillers in lieu of one chiller when budget and space permits. Install multiple water-cooled centrifugal or screw chillers in parallel. Size chiller, pumps and AHU's at design load. DO NOT OVERSIZE the mechanical equipment.
- O. Chillers shall be provided with the manufacturer's microprocessor module. Chillers shall be controlled by their local control panel, and via open protocol (BacNet), by the MDC Building Management System.
- P. Chiller plant rooms shall be air-conditioned.
- Q. When replacing or installing a new water-cooled chiller, the specification shall include a statement that a minimum of fifteen hours shall be provided for training MDC Maintenance Personnel by the HVAC manufacturer's technical representatives. The total should be comprised of seven and one-half hours of classroom instruction and seven and one-half hours of hands-on training. A total of seven and one-half hours training shall be provided for air-cooled chillers. Training should start at the time of equipment startup and be completed prior to Substantial Completion.
- R. When an existing water-cooled or air-cooled chiller is to be replaced, the replacement chiller must meet minimum FPL efficiency criteria. The A/E consultants shall coordinate with FPL to ensure the maximum rebate for each chiller installation is obtained. Water cooled chillers to be rated per local conditions on 85 degree F condenser water without condenser water relief. Again, FPL requirement has changed. Refer to note above reference to FPL business HVAC program in link provided. <https://www.fpl.com/business/pdf/SMB-HVAC-Standards.pdf>
- S. Refrigerant from all water-cooled centrifugal chillers at existing MDC facilities scheduled for replacement and containing CFC-11 or CFC-12 shall be recovered by the contractor performing the work. As well as all other HVAC equipment refrigerant recovery in compliance with the Clean Air Act.



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- T. All HVAC equipment refrigerant recovery shall be the responsibility of the Contractor in compliance with the Clean Air Act.
- U. The chiller water makeup line shall be provided with a pressure reducing backflow preventer similar to the Wilkens #975RPZ or Watts #909RP backflow preventer to prevent contamination of the domestic water line. Unless the design criteria require a higher pressure, adjust PRV to maintain 12 PSI pressure on the chilled water pump suction.
- V. Refrigerant discharge to the atmosphere is permitted solely for the water-cooled chiller pressure relief device or rupture seal. The designer shall provide refrigerant relief pipe sizing calculations and the piping shall discharge in a safe location and manner. Differing refrigerants/pressures shall not be manifolded. In compliance with Section 608 of the Clean Air Act, venting chiller refrigerant into the atmosphere via the same device during servicing or disposing of HVAC equipment is PROHIBITED.
- W. All refrigeration machinery rooms shall have life safety/refrigerant detection systems in accordance with the latest version of ASHRAE 15/34. All signage, warning devices and exhaust fans (and makeup fans, where required) shall be provided. For chiller replacements, the machinery room shall be brought up to current standards.
- X. All water-cooled chillers shall have epoxy coating on the condenser waterboxes and tubesheets.
- Y. Chillers shall have tube sheets and end bells. Provide hinged condenser heads for maintenance cleaning on all water-cooled chillers. Chillers larger than 500 tons and where space is limited shall have marine boxes. Clearances shall be clearly shown on the project documents.
- Z. Provide field installed insulation on cooler to ensure no condensation forms in 95-degree DB, 79-degree WB ambient conditions.
- AA. In addition to the standard manufacturer's one-year parts and labor warranty on the chiller, an extended four-year parts and labor warranty on the compressor and motor shall be provided.

23 65 00 Cooling Towers

- A. Provide a stainless steel mechanical-draft, counterflow, vertical discharge, variable speed cooling tower with a stationary water distribution manifold, stainless steel hardware, a maximum of 0.005 percent drift loss of design GPM flow rate and capable of cooling water from 95°F to 85°F at an entering wet bulb temperature of 80°F. New cooling towers SHALL BE CTI CERTIFIED. Factory certification is preferred, but field certification by CTI certified personnel shall be acceptable. There SHALL BE NO EXCEPTIONS to this requirement.



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- B. Towers shall be designed for direct drive. When towers with capacities greater than 200 Tons are gear driven, the speed of reducer gear shall be rated in accordance with the practices of the American Gear Manufacturer's Association using a service factor of 2.0 for cooling tower service in accordance with CTI Standard 111. The gear reducer shall be of the spiral bevel, single reduction oil fill type of industrial grade as manufactured by Flenders-Motox, Amarillo, Hub City or approved equal. All tower fans shall be provided with variable speed drive motors (variable frequency drives), when specified.
- C. MDC approved towers are Marley, Evapco or Baltimore Air Coil. All 304 stainless steel construction. And use 316 L for extreme conditions near costal applications.
- D. Select two cooling towers or multiple cell towers in lieu of one tower in order to minimize system downtime. On multiple towers having a common condenser water system, an equalizer line shall be provided between both tower sumps with a manual butterfly valve for servicing.
- E. Provision shall be made for a backflow preventer for the cooling tower water makeup line in order to prevent contamination of the domestic water line. In addition, provide a Miami Dade Water and Sewer Dept. approved water meter on the cooling tower water makeup line to record water consumption (Connected to the BAS in order to see water use load profile not just consumption). Acceptable backflow preventers are the Wilkens #975RPZ or Watts #909RP backflow preventer. Provide an automatic makeup water connection utilizing a mechanical float switch. Provide an electronic BTU meter (Bacnet compatible) for connection to BMS.
- F. Provision shall be made to drain the cooling tower overflow and basin into an area drain installed in the tower foundation pad via an air gap. The area drain shall be connected to the sanitary system. Discharge onto the ground is PROHIBITED.
- G. Provide working platforms and all OSHA compliant approved safety guard rails.

23 70 00 CENTRAL HVAC EQUIPMENT

- A. Zoning and air distribution parameters
 - 1. When a VAV system is selected, variable speed drive motors motor (variable frequency drive or VFD) shall be provided for the air handling units.
 - 2. Outside air shall be pretreated to maximize dehumidification, as applicable and approved by MDC. The outside air systems shall be designed to ensure that the minimum outside quantity will be supplied to the main AHU at all times during occupied hours. Provide CO2 monitoring and demand control ventilation. Comply with all requirements required to obtain FPL rebate for CO2 monitoring.



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3. On all systems, the AHU supply fans shall operate continuously during occupied periods in order to ensure positive pressure and ventilation requirements within the zone or space served. During the unoccupied periods, low leakage outside air dampers shall be fully closed and the toilet fans shall shutdown as they are interlocked with the AHU's and controlled by the MDC Building Automation/Management System. In addition, the AHU supply fan/cooling coil shall cycle on and off in the recirculation mode during the unoccupied periods to maintain afterhours design temperature until complete shutdown of the central chilled water system is initiated at a preselected time by the MDC Facilities Building Management System (BMS) system. Consider use of occupancy sensors interlocked with BAS.
4. In order to minimize the introduction of moist laden outside air into a building during unoccupied periods, provide a motor-operated, modulating, low leakage outside air damper at each of the mechanical room outside air makeup openings arranged to open one-half hour before classes start and to close one-half hour after classes end. Low leakage outside air dampers shall be integrated into the MDC BMS system so that they are controlled by CO₂ Monitors, as permitted by the FBC and ASHRAE standards. Also, part of the FPL rebate program to do Outside Air Modulation based on CO₂ sensors and motorized damper control.
5. The air handling unit (AHU) shall be double walled with 2-inch-thick foam injected insulation having a minimum R-value of 13, constructed of galvanized steel and painted with factory's standard coating. Casing construction must be true "no-through metal" design. All AHU shall contain a 4-inch flat filter section, MERV 8 to 13, as determined by Facilities Department.
6. The constant air volume AHU shall be furnished with a VFD and function as a single zone VAV. The chilled water coil shall be controlled with a two-way, modulating valve. The cooling coil shall be designed to contain between six to eight rows and a maximum of 8 to 12 fins per inch (FPI). Allow for both sides access to all cooling coils.
7. The Variable Air Volume AHU shall be furnished with a two-way, modulating chilled water valve for controlling the flow through the cooling coil. The cooling coil shall be designed to contain between six to eight rows and a maximum of 8 to 12 fins per inch (FPI). Allow for both sides access to all cooling coils.
8. The use of multizone equipment in new facilities is not allowed. In all cases DO NOT design new work as dual duct, hot/cold deck.
9. Provide Electric Heaters to exterior zones only. Utilize electric heaters in VAVs. All VAV boxes shall be single duct throttling type.
10. All Air Handling Units shall contain an insulated SLOPED STAINLESS-STEEL drain pan with a bottom drain. The drain pan shall also be coated with an antimicrobial agent such as Archem or Intercept to destroy microorganisms. Galvanized steel drain pans shall not be permitted.
11. The use of return air plenums, whether ceilings or mechanical rooms, is PROHIBITED. The only exception will be for existing college facilities that already contain and use these spaces as plenums and space within these rooms does not allow for ducted return to the mixing box. In all other instances, the return air and outside air ducts shall connect directly to the AHU unit. In addition, exterior building mechanical room and interior building stairwells shall be provided with air conditioning. For exterior mechanical rooms only provide a supply air diffuser supplying a minimum of 100 CFM of conditioned air in order to prevent condensation



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- from forming on the AHU casing. Interior mechanical rooms shall not require this provision. If a remodeling project has enough budget to allow for conversion of return air plenums to ducted return, such an upgrade shall be considered.
12. If mechanical rooms are approved for use as return air plenums by the MDC Facilities management, in existing college facilities only, which require renovations and/or additions, design the outside air supply duct so that it is located as close as possible to the AHU inlet and directed to the bottom portion of the cooling coil. In addition, the walls and doors of the mechanical room shall be sealed with moisture retardants and insulation so as to prevent air infiltration and heat intrusion.
 13. The use of louvered doors for chiller or mechanical rooms is PROHIBITED! The exterior doors shall be solid, and weather stripped to minimize air infiltration in order to prevent condensation from forming on the AHU casing and ductwork.
 14. Mechanical rooms shall be of sufficient size to provide the HVAC equipment manufacturer's recommended clearances for maintenance and servicing. A MINIMUM OF THREE FEET CLEARANCE shall be provided on both sides and the front of the AHU and TWO FEET CLEARANCE in the back.
 15. Provide a 3-inch floor drain at the rear or side of each mechanical room and pipe the AHU condensate pipe to discharge into the floor drain (via a 2" minimum air gap) that is connected to the sanitary system. Should connection to the sanitary system not be possible, provide the floor drain with a backwater valve and connect the condensate to the site storm catch basins.
 16. Coordinate with the structural engineer and install the AHU's on 6" concrete pads in the mechanical rooms. When the AHU's are provided with internal spring isolation on the fan assembly, install the units on a 3/8" cross-ribbed oil-resistant, resilient neoprene mounting pad between the unit and the concrete pad. When the AHU's are not provided with internal spring isolation on the fan assembly, install the units on spring-type vibration isolators on top of the concrete pad. Ascertain that each unit sits sufficiently high on the concrete pad to enable adequate space for removal/replacement of the condensate trap.
 17. Provide a hose bibb adjacent to the door inside each mechanical room for coil wash down. This hose bibb shall also be used for outdoor cleaning purposes if the mechanical room is located on the building perimeter.
 18. Provide all variable speed equipment, including pumps, air handling units, exhaust and supply fans, cooling towers etc. with properly sized Variable Frequency Drives.
 19. All AHU motors, with the exception of fractional HP motors, shall be high efficiency type, NEMA standard design, and Energy Star rated, wound for specified voltage, and of the grease lubricated ball bearing type. Motors shall have a minimum power factor of 0.90, and a minimum efficiency of 91.7% at 100% load, per IEEE Test Procedure 112.
 20. All three phase AHU motors shall be protected against contact failure, loss of any phase (single phasing), low voltage, high voltage, voltage unbalance and phase reversal. The protection device shall be capable of providing automatic power system range sensing; adjustable trip delay, restart delay and voltage adjustment; unbalance trip indicator, and LED status readout. VFD driven motors shall be inverter duty and shall utilize shaft grounding rings, no exceptions.
 21. Provide Y-type strainers with metal screens with blowdown valves on the CHW supply line upstream of each



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- AHU cooling coil.
22. During construction, all AHU's shall be fitted with 4-inch-deep, UL Class 2, medium efficiency, disposable extended area, pleated filters with Minimum MERV 8 rating. In addition, ALL SUPPLY AND RETURN AIR DUCTWORK OPENINGS shall be fitted with blanket type, disposable, one inch thick, synthetic filter media not intended for air flow or taped polyethylene (e.g., Visqueen) in order to prevent construction debris from entering and accumulating inside the duct surfaces. At the discretion of the Owner's representative, the AHU air filters may be removed and replaced as needed in order to maintain the cooling coil and system clean. Prior to test and balance, the 4 inch construction air filters shall be removed from the AHU and replaced with a new set of 4-inch final air 60-65% ADS efficiency filters and the ductwork opening synthetic media or polyethylene covering shall be removed and discarded. The filters installed in the AHU's shall be taped to each other to facilitate filter removal and prevent air bypass. Initial resistance of the 4-inch filters shall not exceed 0.40 In. WG at 500 FPM with a recommended final resistance of 0.60 to 0.80 Inch WG. The Contractor shall provide a metal strap with the end turned up at the bottom and ends of each AHU filter frame to facilitate sliding the filters out for easy removal and replacement.
 23. Utilize electronic differential pressure measuring for filters to monitor dirty filter conditions. Filter banks larger than 2000 CFM shall have magnehelic gages factory mounted per filter bank.
 24. When installing a variable air volume system, the specification shall include a statement that a total of seven and one-half hours shall be provided for training MDC Maintenance Personnel by the VAV box manufacturer's technical representatives. The total shall be comprised of classroom instruction and hands-on training.
 25. A simplified type written Sequence of Operation, geared to a non-technical individual of high school education, explaining the HVAC system operation and corresponding to the actual devices used, shall be installed behind a Plexiglas or Lexan cover in the Mechanical room where the AHU equipment is located. The transparent cover shall be permanently anchored to the wall at a height of 5 feet to the bottom of the cover.
 26. Provide a duct detector in the supply and return ducts of all air handling equipment, whether over 2000 CFM or not. Contractor must provide direct coordination with Simplex/JCI for fire alarm shutdown, test mode and for enabling and disabling all devices.
 27. Provide carbon filters at all areas with high potential for odor migration, i.e., Kitchens, Makers' Labs, etc.
 28. Utilize equipment eligible for FPL rebates for bipolar ionization and CO2 monitoring to reduce o A if allowed by LEED.

23 72 00 Air-to-Air Energy Recovery Equipment

A. Equipment parameters

1. Comply with parameters for FPL rebates and specify equipment with thermal effectiveness as FPL criteria indexes and increases.
2. ERV can be either wheel or plate exchanger, with 50% or better thermal effectiveness.



23 80 00 DECENTRALIZED HVAC EQUIPMENT**A. DX equipment**

1. Archives, special collections, elevator machine rooms, server rooms, IT rooms, Public Safety offices and miscellaneous other mission critical areas shall be provided with 7 day, 24 hour air conditioning. Room conditions shall be maintained at a temperature of 75 Degree F and a relative humidity range of 30 to 50 percent RH at all times, including unoccupied periods such as evenings, weekends and holidays throughout the year.
2. Heat gain loads for the Telecommunications Equipment Rooms shall be based on the actual heat rejection properties installed in the space plus a minimum of 10-15% growth for future equipment additions.
3. In addition to the chilled water air conditioning, provided by the primary HVAC chilled water system during the occupied periods, the museums, Telecommunications/IT Rooms, the Public Safety offices, command center and Data Processing/Server Rooms, IT Rooms, Archives, special collections and elevator machine rooms shall each be provided with a secondary source of air conditioning for usage during unoccupied periods such as evenings, weekends and holidays. The secondary system shall be an independent DX system. The DX coils shall be properly sized for 100% of the load. Should the system be a split DX system, the condensing unit shall be installed at ground level whenever possible. The secondary systems shall be on emergency power.
4. All DX equipment to meet FPL Business HVAC programs.

NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION

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26 00 00 ELECTRICAL

26 01 00 GENERAL

- A. Comply with the latest editions of the Florida Building Code, Florida Fire Prevention Code, National Electrical Code (NEC), NFPA-7E and all other required Codes and regulations.
- B. The design and selection of electrical, in concert with other building components, shall produce a building that meets the programmed sustainability rating (LEED rating) of the specific project. These objectives are in line with the objectives of all Divisions and shall be coordinated with requirements in Division 1 Section “Sustainable Design Requirements.”
- C. Codes and Standards
 - 1. Refer to the latest edition of each of the following codes and standards:
 - a. Florida Building Code- (FBC)
 - b. National Electrical Code NFPA-70-E (NEC)
 - c. Recommended Practice for Electrical Equipment Maintenance NFPA-70B
 - d. National Fire Alarm and Signaling Code NFPA-72
 - e. Standard for Emergency and Standby Power Systems NFPA-110
 - f. Standard on Store Electrical Emergency and Standby Power Systems NFPA-111
 - g. Standard for the installation of lightning protection systems NFPA-780
 - h. Americans with Disabilities Act (ADA)
 - i. Telecommunications Industries Association (TIA)
 - j. UL Underwriter Laboratories
 - k. Institute of Electrical and Electronics Engineers, Inc. (IEEE)
- D. Products
 - 1. Provide certified or listed parts, equipment, assemblies, and installations when categories for such individual electrical components and systems are listed by Underwriters Laboratories (UL) or other M-DC accepted nationally recognized independent laboratories.
 - 2. Unlisted or uncertified submittals, equipment, and construction may be reviewed on a per condition basis.

DIVISION 26

ELECTRICAL

This section contains the following:

26 01 00 GENERAL

- 26 08 00 Commissioning of Electrical Systems
- 26 09 13 Electrical Power Monitoring

26 20 00 LOW VOLTAGE ELECTRICAL DISTRIBUTION

26 30 00 FACILITY ELECTRICAL POWER GENERATING AND STORING EQUIPMENT

26 40 00 ELECTRICAL PROTECTION

26 50 00 LIGHTING



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E. Contract Documents

1. Electrical Design Criteria (EDC) requirements shall be incorporated into the construction documents (drawings and specifications). No deviations are allowed without the approval of MDC Facilities Management, which shall be obtained in writing.
2. Contract Documents shall reference existing as-built conditions of the electrical infrastructure. When as – built plans are not available or are not up to date, the A/E shall be responsible to generate or upgrade the as-built documents, prior to the initiation of design. The A/E is responsible for providing signed and sealed as-built documents.
3. For projects involving additions, alterations, or renovations, MDC will furnish existing electrical plans and underground utility site plans, upon request and when available. It shall be the responsibility of the Engineer of Record (EOR) to verify accuracy of the as-built information by visiting the site and verifying electrical utilities.
4. The A/E of record shall contact the Utility Company for rebates and design incentives, and any other rebate programs that are applicable, to ensure maximum rebates are obtained and energy efficient equipment or systems are incorporated into the project.
5. The design and selection of electrical systems and components shall include, but not be limited the following technologies:
 - a. Power monitoring systems
 - b. Power distribution & conditioning equipment/systems
 - c. Power generation systems
 - d. Photovoltaic power generation systems
 - e. Solar Water Heating System
 - f. Electric Vehicle Charging Stations
 - g. Energy efficient lighting systems
 - h. High efficiency electronic ballasts
 - i. Occupancy sensors for local lighting controls
 - j. Day-lighting light levels controls
 - k. Time program lighting controls
 - l. Energy-efficient dry-type K13 transformers rated for use with electronic equipment, including computer and server room loads.
 - m. Energy efficient, Energy Star rated, motors with a minimum power factor of 0.85 at 100 percent load.
 - n. LED lighting for maximum efficiency
6. Coordinate with other construction disciplines to prevent omissions or field conflicts.

F. Submittals



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1. Each submittal shall be properly documented and based on program needs, the size and location of the facility, the connected load, and survey of actual conditions.
2. In addition to the submittals required, the following shall be submitted to MDC for review and approval by MDC.

Phase I: Schematic Design

1. A narrative describing the design intent for the electrical power generation and distribution system, lighting solutions and typical power and lighting layout of selected areas (i.e., classrooms, public rest rooms, hallways, etc.), shall be provided.

Phase II: Design Development

1. Floor Plans shall clearly indicate dimensions and locations of electrical utility company Transformers or Vault, Switchgear Room, Electrical, IT Rooms, and routing of incoming Electric and Telephone Utilities.
2. Preliminary rough order of magnitude (ROM) load summaries shall be shown for normal and emergency power.
3. Outline specifications, showing the intended sections to be used for the project, shall be provided.

Phase III: 50% Construction Documents

1. Review comments from MDC Facilities Management for Phase II submittals shall be responded to by the EOR and shall be complied with, to the satisfaction of the MDC Facilities Management department, prior to commencing work on Phase II.
2. Floor Plans shall indicate Room Numbers, Description (Name/Function of Room), light density in Watts per Square Foot, and lighting levels in Foot-candles, for each room/space shown.
3. Show location of Electrical Panels, TV, Fire Alarm, Intercom, Security, Surveillance, and Telephone/Data equipment. Show 1/4" scale or larger layouts of Switchgear Room and Electric Rooms with all equipment drawn to scale.
4. Show Lighting Layout for all spaces including Site Lighting. Show detailed information on all Lighting Systems, Device Locations for all Electrical Systems, and connections for all Mechanical Systems Equipment, including the interlock with the BAS of lighting occupancy sensors. This shall include all power and data connections for receptacles, computers, printers, telecommunications, and audio-visual devices.
5. Show overall Life Safety Plan, including Emergency and Exit Lighting, Fire Alarm initiation and notification devices and Intercom.
6. Provide riser diagrams for the following: Utility Source, Service Entrance, Distribution Equipment, Feeders, Panelboards, Telephone/Data, Fire Alarm, Intercom systems, access control, and surveillance systems.



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7. Provide the following schedules:

- a. "Panel Schedules" showing the following: load/ phase, conductor sizes, conduit sizes, trip ratings and the number of poles for each circuit breaker, total connected load (KVA), demand load (KVA), and total amperage.
 - b. "Feeder Schedules" showing the following: feeder identification, connected load, voltage, estimated length, conduit size, conductor size, and fed from.
 - c. "Transformer Schedules" showing the following: identification, size (KVA), K Factor Rating, Pri-Sec voltages, physical size and weight, mounting and housekeeping pads.
 - d. "Power Generation" showing the following: identification, size (KW / KVA), voltages, physical size and weight, mounting and housekeeping pads, fuel type, fuel storage.
 - e. For Photovoltaic systems show the following: Size (KW), panel total area, module type, inverter, mounting structure and other basic components.
8. Plans for all Lighting, Power, and Systems shall be on 1/8" scale (minimum). Lighting plans shall be on separate sheets from Power. Also, Fire Alarm systems shall be shown on separate drawings. Telephone/Data, Intercom, Surveillance access control and Security systems may be combined on the same drawing or be shown separately.
9. Reflected Ceiling Plans, showing Lighting, shall also show location of all devices including and not limited to ceiling diffusers, sprinkler heads, speakers, and strobes.

Phase III: 90% Construction Documents

1. Review comments from MDC Facilities Management for Phase III 50% Construction Documents submittal, shall be responded to by the A/E of record and shall be complied with, to the satisfaction of the MDC Facilities Management department, prior to commencing work on Phase III 90% Construction Documents.
2. Show all branch circuits assigned for electric power outlets, dedicated for equipment, and lighting.
3. Provide Computer Generated Photometric analysis for Normal and Emergency Lighting of all rooms. This shall include, Min/Max, Average, Max/Min, Average/Min ratios.
4. Provide completed and detailed Feeder and Transformer Schedules, as well as other equipment schedules revised from 50% review.
5. Provide detailed, filled and completed directories showing sizes, Mains, branch breakers and AIC ratings for Distribution type and power and lighting panelboards.
6. Electrical riser diagrams shall be provided for complete power distribution, Fire Alarm system, Data/telecommunication, access control, CCTV and surveillance system.
7. Voltage drop calculations for all feeders.
8. Fault current analysis and calculations in symmetrical RMS Amps at specified Voltage.
9. Selective coordination of overcurrent protective devices. Upon completion of electrical distribution installation,



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the EOR shall provide a written certification that settings for all adjustable circuit breakers have been verified to match the values used for the Time Current Coordination (TCC) study.

10. Arc flash hazard analysis (AFHA) – present the following calculations for approval:

- a. Flash protection boundary in inches
- b. Incident energy in CAL/CM2
- c. Working distance in inches
- d. Required PPE level (0-4)
- e. Shock Hazard voltage (AC)
- f. Limited approach in inches
- g. Restricted approach in inches
- h. Prohibited approach in inches
- i. Equipment identification
- j. AFHA study date

11. Upon approval, provide instructions to fabricate labels for the following electrical equipment: service entrance, switchboards, distribution panelboards, Motor Control Centers (MCC's), Automatic Transfer Switches (ATS's), and fire pump controllers.

12. The phrase "ARC Flash Information", shall be written on a banner on top of the label

Phase III: 100% Construction Documents

1. Review comments from MDC Facilities Management for Phase III 90% Construction Documents submittal, shall be responded to by the A/E of record and shall be complied with, to the satisfaction of the MDC Facilities Management department, and incorporated into the 100% Construction Documents set for Building Department.

G. All MDC projects shall be designed to comply with "LEED Silver" as a minimum requirement.

26 08 00 Commissioning of Electrical Systems

A. System Testing and Analysis: Construction Documents shall clearly require the following:

1. All major electrical equipment and systems shall be tested, adjusted and balanced to verify the operation is in accordance with the design intent of the project.
2. Factory Testing: Electrical System Equipment shall be factory tested prior to delivery to the Project Site.



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3. Field-Testing: All Electrical Systems shall be field tested prior to being placed in service. The Contractor shall test the operation of all building Electrical Systems for a minimum period of two weeks. The process shall simulate a seasonal yearlong cycle of the actual operation of the building systems. The goal is to correct operating problems prior to the completion of the project, rather than when the school is occupied. The MDC representatives shall be invited to observe this process. Other required tests include, but are not limited to:
 - a. Fire Alarm/Detection System Testing and Certification
 - b. Security Systems
 - c. Emergency Power System
 - d. Power generation, monitoring and interface with BAS.
4. Acceptance Testing: The Construction Documents shall require Acceptance Testing be performed by a (NETA) International Electrical Testing Association, Inc. Certified Company. The following tests shall be performed in accordance with Acceptance Testing Procedures for Electric Power Distribution Equipment and Systems ANSI /NETA ATS 2009, and a report submitted to MDC Project Manager for review by MDC facilities Management.
5. As a minimum the following tests shall be performed:
 - a. Wire and Cable Resistance Testing
 - b. Electrical Bus Insulation Testing
 - c. Voltage Testing and Tap Setting
 - d. Thermo-graphic Testing
 - e. Ground Resistance testing (at Ground Rods leaders).
 - f. Emergency Power Systems Testing, including full Building Blackout Tests, and resistor load bank tests at 25%, 50%, 75% and 100% load for an hour each.
 - g. Short Circuit and Protective Device Coordination Studies
 - h. Thermo-graphic Surveys
 - i. Grounding System Testing (throughout building).
 - j. Ground Fault Protective System Calibration and Testing
 - k. Thermo-graphic Testing (to be done 4-months after System is in operation and during peak load of the System being tested).
 - l. Transient Voltage Recording and Analysis
 - m. Voltage and Current Waveform Harmonic Analysis and Investigation
 - n. Verification and spot measurements of final lighting systems installation for exterior and interior light levels to ascertain compliance with the original permitted photometric analysis, and in compliance with applicable sections of the FBC and local ordinances, shall be done by the engineer of record (EOR). At the conclusion of the spot measurements, the EOR shall issue a signed and sealed letter attesting to and certifying that actual field measurements commensurate with the permitted documents as well as all



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applicable codes and ordinances. This shall be done separately for both normal and emergency lighting systems.

- o. Verification of short term and long term settings of all adjustable breakers shall be performed by the EOR, and the EOR shall issue a signed and sealed letter attesting to and certifying that actual field settings for ALL adjustable breakers, matched with values shown on the Selected Protective Device Coordination Study.

B. Closeout Documents:

1. Operating and Maintenance Manuals: Provide one digitally scanned copy and three (3) Bound copies of Operating and Maintenance (O&M) Manuals for each project. Manuals shall include, but are not limited to:
 - a. Descriptions of all Systems and Equipment.
 - b. Sequence of operation, when applicable.
 - c. O&M Data for All Systems and Equipment
 - d. Test Results
 - e. Wiring Diagram
 - f. Equipment Nameplate Data and Locations
 - g. Shop Drawing Submittals
 - h. Fabrication Drawings
 - i. Special Tools
 - j. As-Built Drawings
 - k. Utility rebate documentation needed in accordance with utility rebate program standards.

C. Training of MDC Facilities and Maintenance Personnel:

1. General: The General Contractor and factory-trained representatives shall train the MDC Maintenance staff in the proper operation and maintenance of All Systems and Equipment and shall explain All Warranties.
2. Outline: Prior to training of Owner Personnel, the Construction Manager (CM), or the General Contractor (GC) shall prepare a typed outline, listing the subjects that will be included in this instruction, and submit the outline for review by MDC, for approval four (4) weeks in advance of proposed training date.
3. Certification: At the conclusion of the training period, obtain the signature of each person being instructed on each copy of the approved outline to signify that he/she has a proper understanding of the operation and maintenance of the systems and resubmit the signed outlines to the MDC Facilities Management Project Manager.
4. Other Requirements: Refer to Divisions 13 and 16 of the Technical Specification Sections for additional operator training requirements.



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D. Warranties and Guarantees:

1. General: The Contractor shall guarantee all material and equipment are installed as per permitted construction documents, in compliance with applicable codes and with no defects in workmanship and material, for a period of 12 months after final acceptance of the work by the Owner. The contractor shall repair or replace any materials or equipment developing such defects within that time, promptly on due notice given by the Owner and at the General Contractor sole cost and expense, without affecting the campus daily operations.
2. Equipment: All equipment bearing a manufacturer's warranty, such as motors, starters, main switchgear, panelboards, transformers, controls and similar items, will be constructed to have an extended warranty to the Owner by the Manufacturer. Any such equipment that proves defective in materials or workmanship within the Warranty Period shall be replaced by the Contractor in accordance with the Manufacturer's Warranty.
3. Start-up: The Contractor shall provide training and equipment starting service for one calendar year after date of final acceptance of the work by the Owner, at the General Contractor's sole cost and expense.

26 09 13 Electrical Power Monitoring

- A. Overview: Defines meter types and their specific waveform capture capability, samples per cycle, including software features and reporting capability. Reporting and graphics should include but not be limited to power quality events graphed against the CBEMA curve, load profiles, and energy and demand reports.
- B. A higher end power monitoring meter should be connected on the load side of the utility main service entrance to be a mirror image of the utility meter.
- C. Design requirements are based on Siemens meters and power monitoring software based on functionality and meter capabilities. Other manufacturers like Schneider Electric Power Logic meters and EATON Company have similar performance functionality.
- D. Web enabled Enterprise level energy management software WinPM.Net or Equivalent
 1. Application features:
 - a. Web enabled – Safari, Chrome, and IE compatible
 - b. Standard and custom reports / graphics
 - c. Utilizes SQL Server database
 - d. Third party integration
 - e. Waveform Capture and Analysis



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- f. Extensive Integrated Alarming
- g. OPC and other protocol support

E. Web enabled energy management software Power manager

- 1. Application features:
 - a. PAC series meters, SEM3, 3VA/3WL/ 3VL breakers
 - b. Standard Modbus device support • Integrated graphics, reports, alarming and trending
 - c. Web enabled

F. SEM3 – Branch Circuit Monitoring

- 1. Web Enabled configuration with real time data
- 2. 0.2% and 1.0% accuracy metering
- 3. Completely modular design
- 4. Meter one, two or three pole loads
- 5. Monitor 50A to 2000A loads
- 6. Solid or Split Core milliamp CTs
- 7. 45 Meters per Controller
- 8. Email, Alarms, Trending, Load Summary, Event & Data Logging • Embedded into Siemens PBDs, SWBDs and BusPlugs
- 9. Wall mount enclosures for external retrofit applications
- 10. Multi-Protocol support (Modbus RTU, Modbus TCP, BACnet MSTP, BACnet IP, SNMP, SMTP, and NTP)

G. Power, Energy and Demand

- 1. Voltage/current: per phase, average
- 2. Voltage/current: unbalance
- 3. Power: real(kW), reactive(kVAR), apparent(kVA), power factor, frequency
- 4. Energy: bi-directional, import, export
- 5. Energy kWh: total, net
- 6. Demand: block, sliding window
- 7. Demand: thermal predicted

H. Power Quality Analysis

- 1. Sag(Dip)/Swell disturbances monitoring



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2. Voltage disturbance direction detection
3. High speed transient capture (17 μ s @ 60Hz / 20 μ s @ 50 Hz)
4. Harmonics (individual, even, odd, total) up to (THD only, 63rd depending on meter model)
5. Sampling rate, maximum samples/cycle (64 ,166 , 204 , 256, 1024 depending on meter model)
6. Flicker, harmonics to EN50160, IEC 6100-4-7 / 4-15
7. Configurable for IEEE 519-2014, SEMI/ITIC

I. Data and Waveform Logs

1. Triggered by setpoint, schedule, or external signal
2. Sequence-of-event logs or alarm logs, variable log depth
3. Minimum/maximum logs
4. Onboard Historical logging Memory Options based on model (4GB (6 Months), 320 MB, 2GB)
5. Email data and event logs
6. Waveform recording
7. Waveform in COMTRADE format with FTP
8. GPS time synchronization options based on model (NTP, SNTP, NTP/SNTP)
9. Time-stamps, resolution in seconds depends on model (± 1 sec, ± 0.1 sec, ± 1 millisecond)
10. Time synchronization - IEEE1588/IEC61588/PTP

J. Communication Ports, Protocols and I/O - Options available which vary by meter

1. USB ports 2 (Not activated)
2. RS-485-only ports
3. Ethernet ports
4. PROFIBUS ports
5. PROFINET ports
6. Modbus RTU Slave on serial ports
7. Modbus RTU Master on serial ports
8. Modbus/TCP on Ethernet ports
9. Modbus TCP Master over Ethernet
10. BACnet MS/TP
11. BACnet IP on Ethernet ports
12. SNMP
13. DNP 3
14. IEC 61850
15. DHCP - (IP v4/ IP v6) (IP v4/ IP v6)
16. RSTP



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17. Secure protocols (HTTPS, SFTP, SSH, Secure Modbus) HTTPS
18. Ethernet Gateway: 31 other meters accessible via RS-485
19. Multiple masters over Ethernet
20. On-board web server - Realtime, Trending (CSV output)
21. On-board web server - Waveform display
22. Analog inputs (16)
23. Analog outputs (8)
24. Digital status/counter inputs (standard/optional add-ons) multiple options depending on meter model
25. Digital relay outputs (control/pulse)
26. Integrated display B/W, color options

K. Setpoints, Alarming and Control Setpoints (varies by meter)

1. Minimum response $\frac{1}{2}$ cycle
2. Math, logic, trig, log, linearization formulas Grouping and/or,
3. Multi-condition alarms plus Email on alarm

L. Revenue Metering (varies by meter model)

1. ANSI C12.16 accuracy compliant
2. ANSI C12.20
3. EN50160 Compliance Reporting
4. IEC 61000-4-30 Class A/S
5. IEC 62053-22 replaces IEC 60687 0.2S compliant
6. IEC 62053-23, 24 compliant for Reactive Energy accuracy
7. IEC 62586-1 (new Power Quality standard)
8. IEC 60687 accuracy class compliant
9. ANSI class 10, IEC 1/10 (1A nominal, 10A max)
10. ANSI class 20, IEC 5/20 (5A nominal, 20A max)
11. Time-of-use
12. Transformer/line loss compensation

26 20 00 LOW VOLTAGE ELECTRICAL DISTRIBUTION**A. Site Location**

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1. Space planning documents and standards for equipment furnished by utility companies shall be incorporated into the construction documents. Locations for pad mounted transformers, vaults, metering devices and other utility items must be coordinated with the architectural design to avoid detracting from building's appearance or interfering with line of sight requirements.

B. Distribution System Voltage

1. 277/480 V, 3Ph, 4 Wire, secondary voltage shall be designated for heating, lighting, mechanical loads of one (1) Horsepower and larger, and as approved by MDC Facilities Management for other loads.
2. 120/208 V, 3 Ph, 4 Wire voltage shall be designated for convenient outlets and miscellaneous mechanical and kitchen loads, and as approved by MDC Facilities Management for specific applications.

C. Power Service Entrance

1. Service entrance shall be underground, in galvanized rigid steel (GRS) or concrete-encased Schedule 80 polyvinyl chloride (PVC) conduits. Overhead services are not allowed. Minimum cover to be 24". Two-hour rated Mineral Insulated (MI) Cable may be considered as approved by MDC Facilities Management on a case by case basis.
2. The service entrance shall be centrally located to allow shorter distribution feeders.
3. Service entrance, transformer pad, transformer vault, underground conduit, pull boxes, grounding, and other provisions for electrical utilities shall be provided and installed according to the utility company's requirements.
4. Coordinate, with MDC and Utility Company the point of service, and location and use of a pad mounted transformer or a vault, based on the following:
 - a. Service shall be supplied from a pad mounted transformer, whenever possible.
 - b. Consideration should be given to feasibility of connecting to an existing service to reduce utility operating costs.
 - c. Pad mounted transformer or vault location shall be based on site and load requirements, accessibility, and proximity to utility lines, and as required by the Electric Utility Company on site.
 - d. Pad mounted transformer or vault size shall be agreed to between the utility company and MDC Facilities Management, based on load requirements, provisions for future expansion, ventilation, and other utility requirements.
 - e. Pad mounted transformers shall be protected against physical damage by installing bollards, fencing, or other means as required by the project, and as approved by MDC Facilities Management.
5. Include on the drawings, configuration and routing of the utility company's underground primary service conduits, and/or duct banks, from a designated location by the utility company to a pad mounted transformer



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or vault.

6. The A/E of record shall obtain, fill out complete, sign and execute documentation and service provider agreements between the utility company and MDC.
7. Ground-fault protection of equipment shall be provided on wye electric services of more than 150 volts to ground but not exceeding 600 volts phase to phase for each service disconnect rated 1000 amperes or more.

D. Switchboards

1. Main and distribution switchboards shall be protected by a main circuit breaker or fusible switch type depending on available fault current, coordination and ground fault system protection.
2. The main circuit breakers shall not exceed 3500 amperes, unless accepted by MDC on a case by case basis. Provide additional mains as required to meet load conditions
3. Breakers smaller than 100 Amps, shall not be used in switchboards with large frames and high interrupting capacity.
4. Surge Protection Devices (SPDs) shall be provided at the service entrances, at the main switchboards, distribution panels and lighting/power panels
5. Bus bars in switchboards, bus-ways, panel boards, and motor control centers shall be copper. All bus ducts shall also be copper.
6. Floor mounted switchboards and motor control centers shall be on 4-inch high concrete pads.
7. Size switchboards and distribution panels with a minimum of 20% spare capacity and 10% spare breaker/switch space or as required by the Florida Building Code (FBC), whichever is more stringent. Switchboards shall be sized for future expansion as required by program requirements.
8. Refer to Section 26 09 13 for power monitoring requirements.
9. All switchboards and panelboards shall be as manufactured by Square D/Schneider Electric, Eaton or Siemens. All panel boards to have bolt-on breakers.
10. All breakers 400 amps or above shall be adjustable trip.
11. All power, lighting and appliance panelboards shall have Door-in-Door design for ease of maintenance.

E. Grounding

1. Connect the grounding system of any facility or standalone building to its domestic water main entrance. Domestic water entrance piping shall be copper, and in continuous contact with earth for at least 20 feet, and below grade.
2. The underground water pipe shall be supplemented by additional grounding electrodes, bonded together to form a single electrode system. The maximum resistance to ground of any grounding source shall be limited to 5 ohms. The maximum ground resistance of each individual ground rod shall be 25 ohms.
3. Provide equipment grounding conductor from the main switchboard to all panel boards.



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4. Feeders shall have copper grounding conductors. Feeder conduits shall not be used as ground paths.
5. Provide continuous grounding for microprocessor equipment.
6. Non-reversible exothermic welding type connections for bonding the grounding electrode conductor to the ground rod shall be used.
7. A grounding bus bar shall be provided in all switchboards and panelboards.

F. Main Electrical Rooms

1. Main Electrical Rooms (MER) guards the Service entrance Electrical Equipment. It shall be equipped with adequate space for code-required clearances as well as future expansions of the electrical system.
2. Switchboards shall be located in the Main Electrical Room. No piping, ducts, or equipment foreign to the electrical discipline shall be permitted to be installed in, enter, or pass through electrical rooms in accordance with the National Electrical Code. (NEC).
3. Work Space, the following clearances are required on new and renovation projects around switchgear:
 - a. 10 ft. in front minimum (may be shared with opposite facing switchgear).
 - b. 3 ft. in rear minimum (may use front accessible gear only then it would be 0 ft.).
 - c. 3 ft. on the ends minimum.
 - d. Renovation projects shall be evaluated on an individual per case basis.
4. Provide a minimum of two independent NEMA 3R quads GFCI outlets fed from at least two independent circuits from emergency power, and at least one NEMA 3R quad fed from normal power. MER shall be ventilated (and/or cooled) sufficiently for removal of the total heat load generated by all the equipment installed in the room. Lighting shall be provided from at least two independent luminaires and shall be fed from normal and emergency power. Do not feed the lighting system from the same circuit feeding the power outlets in the MER.
5. MER and Electrical Rooms within multistory buildings shall be stacked; these rooms shall not be located adjacent to mechanical shafts so as to avoid interference problems with ducts and conduits above the ceiling directly outside the Electrical Rooms.
6. Provide self-contained emergency. Lighting with battery packs, fed from emergency (safety to life)

G. General

1. Provide a main circuit breaker for each panel board according to code. Allocate a minimum of 20 percent spare capacity and 20% spare breaker space in all panel boards. Main switchboards and distribution panels shall have 10 percent spare capacity and 10% spare breaker/switch space. Provide a means of disconnect on both the primary and secondary sides of all transformers.
2. If a series rated system is used, it shall be in strict compliance with the NEC articles 110.9, 110.22, and



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- 240.86.
3. Panelboards shall be of the type that will house only bolt-on type circuit breakers.
 4. Circuit breakers with less than 14 KAIC for 277/480 V and 10 KAIC for 120/208 V are not acceptable.
 5. Panelboards shall be located in electrical rooms with code required clearances and 3 inches minimum between panelboards.
 6. Mechanical Rooms, bathrooms, labs, and other rooms requiring floor drains or plumbing in or below the floor slab shall not be located above electrical rooms.
 7. Branch circuit panelboards shall have 42 circuits regardless of bus ampacity.
 8. All electrical rooms shall have a ground bus bar insulated from and attached to the wall.
 9. Panelboards shall have 100% neutral bus, a ground bus, and all buses shall be copper. Panelboards servicing non-linear, high harmonic load contents shall have a 200% neutral bus.
 10. Panels, feeders and transformers shall be appropriately designed and sized to compensate for additive neutral harmonic currents caused by non-linear loads. Installation of aluminum wound and k rated transformers shall be approved by MDC.
 11. A motor control center (MCC) with a transformer with 120-volt secondary for control circuits, "hand-off-auto" selector switch, and "on-off" showing lights in each starter shall be provided for large groups of motors.
 12. A tiered system of Surge Protective Devices (SPD's) shall be clearly indicated on the Construction Documents, for the Power Distribution Systems.
 13. SPD's shall comply with UL 1449 and ANSI / IEEE C62.41.
 14. Protection shall be provided at the main switchboard level and at the transformer secondary for:
 - a. Line to line
 - b. Line to neutral
 - c. Line to ground
 - d. Neutral to ground
 15. Clamping voltage shall be 120 percent of the nominal peak line voltage.
 16. Lightning protection shall be provided for all television antennas and flagpoles. Lightning protection system for buildings shall also be provided. Provide Surge Protective Device (SPD) at the main electrical switchgear level, telecommunications systems, access control equipment, fume hoods at laboratories, CCTV, and fire alarm systems.
 17. On the construction documents clearly indicate all control wiring and interlocking for the operation of all motor loads, as required by each motor circuit or dust collectors, fire suppression systems, air handling units (AHU's), exhaust fans or any other mechanical equipment.
 18. Install magnetic starters or thermal overload switches for roof fans or other similar equipment at an interior location. Provide an un-fused safety disconnect switch, in a NEMA 3R or other exterior NEMA type enclosure suited for the environment, on the roof near the equipment. Group multiple fans together when practical.
 19. Lightning protection, Surge Protection Devices, Wired remote control operation and a separate, dedicated,



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- circuit for the scoreboards in gymnasiums, and sports fields shall be provided.
20. In industrial education classrooms and shops, specify flex cord system from overhead (coiled) wire-ways to each workbench and to electrically driven machinery.
 - a. During normal operation, the power to the wire- way shall be through a keyed controlled magnetic contactor, "ON/OFF" at instructor's area.
 - b. Provide emergency shut-off of power from the instructor's station, and at other locations of the instructional space as required by The Florida Building Code latest edition (FBC).
 21. Install separate service disconnecting means for normal and emergency power feeding transfer switches to be accessible to MDC personnel.
 22. Provide power for electric vehicle charging stations at parking garages and parking lots. Consider using a load management system if applicable. Demand shall be based on anticipated parking duration determined in conjunction with campus staff.
 23. Provide power for car count system where applicable.
 24. Refer to architectural design criteria Division 11 11 36.13 for Electric Vehicle Charging Stations requirements.
- H. Voltage Drop, Short Circuits, Time Current Coordination (TCC) and Arc-Flash Studies
1. Allowable voltage drop shall be according to NEC 210-19(A) & 215-2(A). Total allowable voltage drop from service source to load shall be 5 percent. Branch circuits shall have a maximum voltage drop of 3 percent, feeders 2 percent.
 2. The symmetrical fault current at any distribution, lighting, or power panel board shall be calculated from the maximum available fault at service entrance, according to the utility company. Incorporate calculations on drawings next to Power Riser Diagram.
 3. For all new construction, complete building renovations, larger and/or more specialized electrical system design projects, and when so directed by MDC Project Manager, perform the following electrical system design studies:
 - a. Short circuit and overcurrent device coordination study: perform studies in accordance with IEEE "Red Book" standard 141 for all service and distribution equipment. Overcurrent device coordination study to include time-current plots for phase and ground overcurrent coordination. Provide settings for all adjustable-trip electrical circuit protective devices, such as circuit breakers, relays and voltage sensors; provide settings for all automatic transfer switches, standby power systems, variable speed drives, chillers and large powered mechanical equipment.
 - b. Arc-flash protection studies and determination of specific equipment Arc-flash labeling of the level of incident energy available and required personnel hazard protection, per IEEE 1584 and NFPA 70E requirements.



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- c. Required studies shall include all electrical systems originating from the project primary service, through the service transformer(s) and distribution system down to the representative branch circuit level; include feeders and connections for major mechanical and other powered equipment. Where existing facilities are to be reconnected to new project distribution systems, include existing facility distribution systems in the studies.
- d. Study reports to be provided in computer-generated format using SKM Power Tools or EDSA software.

I. Cables and Conductors

- 1. Cables, conductors and wires shall be copper
- 2. Cables and wires in underground conduit shall be UL listed and labeled as "water resistant".
- 3. Aluminum conductors are not acceptable.
- 4. Cable insulation color shall comply with the color code required by MDC.
- 5. Solid insulated conductors are not allowed, unless approved by MDC.

J. Raceways

- 1. Underground secondary service entrance conduits from the utilities transformer shall be concrete encased
- 2. Conduits shall be sized according to NEC. Minimum size conduit shall be 3/4" diameter everywhere. Conduits underground shall not be smaller than 1.5" in diameter.
- 3. Conduit fittings shall be compression type. EMT may be used for interior conduits but set screw fittings are not acceptable.
- 4. Conduits shall be underground or concealed in walls or ceilings in normally occupied spaces. Exposed conduit, except in electrical, telecommunication, and mechanical rooms, requires MDC acceptance on a per condition basis.
 - a. Interior conduits shall be steel. PVC conduit can only be used at interior locations if embedded in concrete or under slabs on grade.
 - b. Exterior conduits shall be underground, GRS with two anticorrosive paint coats, or PVC Schedule 80, direct buried or concrete encased
 - c. Exterior exposed conduits shall be GRS and shall be accepted by MDC in writing.
 - d. Direct buried underground conduits can be installed for low voltage systems and feeders except for service entrance conduits. Maintain 24 inches minimum coverage below grade when using PVC and 18 inches minimum coverage below grade when using GRS. Refer to the minimum cover requirements on Table 300.5 of the NEC. Use proper spacers between conduits and 3-inch wide magnetically detectable electrical warning ribbon 12" above the underground installation.
 - e. Conduits running exposed inside electrical, mechanical rooms or other utilitarian spaces shall be GRS from floor level up to 8'-0" above finished floor. Above 8'-0", conduits installed exposed may be Electrical



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Metallic Tubing (EMT).

- f. Emergency power conduits shall be color-coded red. Refer to Communications Design Criteria for additional color requirements.

5. Conduits requiring concrete encasement shall comply with the following:

- a. Concrete encasement shall have 3-inch minimum cover on all sides and 2-1/2" minimum clear separation between power conduits.
- b. The minimum separation between power conduits and signal conduits in the same concrete encasement shall be 3 inches.
- c. The minimum depth of duct banks beyond the building perimeter shall be 24 inches to the top of the concrete encasement.

6. Surface raceways shall be metallic; non-metallic is not acceptable. The standard raceway is Wiremold 6000 / 4000 series.

7. Provide high strength Nylon pull strings inside all empty conduits.

8. Provide additional empty conduit stub outs from new panels to above ceiling spaces. The number of stub ups shall be based on 10% of the total number of poles for that panel. (i.e, 42 pole panel shall have four conduits from the panel, run inside wall, up to the ceiling space, stubbed out 6" above ceiling, and terminated.

9. Conduit shall be color coded for identification as follows:

Emergency Power Red
 Fire Alarm Orange
 Normal Power No Color

K. Sleeves & Fire Stopping

1. Specify steel pipe sleeves for conduits or cables in new construction, or renovation of existing construction. Specify fire stopping to meet ASTM E814.

L. Pull Boxes

1. Provide underground pull boxes where sharp bends, branching, or more than four 90° bends are required. For long conduit runs, provide pull boxes every 200 feet maximum
2. Metal covers are not allowed, unless approved by MDC
3. Nonconcrete covers shall be bolt-down type
4. Provide a heavy-duty nonmetallic traffic type cover tier 22 where there is any possibility of vehicular traffic. For other areas, use tier 15.



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5. Pull boxes in corridors or pedestrian traffic areas are not allowed

M. Wiring Devices

1. All exterior receptacles shall be duplex, weatherproof, and GFCI. Provide weatherproof covers that prevent water intrusion while they are in use.
2. Receptacles installed outdoors, in wet locations, science labs, staff toilet rooms and within 6 feet of water supplies shall have ground fault protection by a built-in or upstream protection device. This requirement does not apply to single receptacles serving only water coolers.
3. Provide dedicated 120V circuits with 20-amp breakers, for floor buffer machines, in corridors, with receptacles at intervals not to exceed 75 feet.
4. A minimum of 8 appropriately placed convenience receptacles shall be provided in each instructional space, 2 in each major wall. For other electrically operated equipment in the instructional space that may need dedicated receptacles or connections to a separate circuit other than the convenience receptacle circuits, refer to the program requirements for each project.
5. Connect a maximum of 6 desktops (monitor and CPU), per branch circuit based on program requirements. Load shall be based on 300 VA per station. If units of different ampacities are used, adjust accordingly to a maximum of 1920 VA.
6. Size neutral conductors to compensate for additive neutral harmonics caused by non-linear loads on shared neutrals. Circuits shall either have individual neutrals for each phase conductor or neutral conductors shall be upsized to compensate for neutral harmonic currents. For pre-wired modular furniture, consult with manufacturer.
7. Provide circuit breakers that simultaneously disconnect ungrounded conductors sharing a grounded conductor (neutral).
8. Dedicated branch circuits shall be provided for copiers, shared printers, kitchen or lounge appliances and other equipment requiring special circuits.
9. A maximum of six general purpose receptacles may be connected to one 20 Amp, 120 Volt circuit.
10. The wiring of 120V branch circuits extending more than 100 feet from the panel board to the nearest outlet shall be No.10 minimum.
11. Provide a GFCI receptacle at workstations in science classrooms.
12. Provide 2 channel surface raceways that may accept convenience outlets in classrooms and labs with a high concentration of electric equipment.
13. Provide emergency shut-off capability in science labs, industrial education, electronic labs, classrooms/shops, and other locations according to The Florida Building Code (FBC) latest edition.
14. Offset receptacles two feet away, do not install back to back, in common walls of adjacent music rooms to maintain room envelop sound ratings and use baffles and sound insulation materials to minimize sound transference through walls.
15. In computer labs, provide metal wall-mounted, 2-channel surface raceways for data/telephone, power. Free-



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standing raceways (i.e., power poles) may be used if away from walls and pre-approved in writing by MDC Facilities Management.

16. In any spaces requiring floor devices, utilize dual channel/Combo devices. Under no circumstances shall branch conductors run surface mounted on the floor.
17. At auditoriums or multipurpose rooms, specify convenience receptacles at walls spaced at intervals not to exceed 20'-0".
18. Do not locate outlets in bulletin boards, tack boards, or marker boards.
19. Receptacle boxes at food service areas shall be NEMA 3R. They shall be located according to the following:
 - a. Wall mounted 84 inches above finish floor when behind refrigerators
 - b. Wall mounted 42 inches above finish floor to the centerline of a horizontal box when behind counters.
 - c. Floor mounted at freestanding equipment, based on equipment requirements:
 - 1) An outlet box with top at least 6 inches above finish floor
 - 2) 18 inch high conduit rough-in for hard wire connection
21. Provide one quad receptacle per computer station next to a voice/ data outlet
22. Provide a GFCI duplex receptacle at the compactor area 6'0" above finish floor and centered on the width of the compactor.
23. At shops and other locations with motor operated equipment, coordinate power and receptacle types and requirements according to manufacturer's requirements.
24. Provide a 120v GFCI duplex receptacle inside all custodial and mechanical rooms.
25. Tamper proof safety type receptacles shall be installed in childcare areas.
26. In storage rooms, provide the receptacles adjacent to the light switch at switch height.

N. Programmable Smart Panelboards

1. Based on program requirements, smart panelboards shall be considered as a first choice to control plug loads, lighting, and equipment.

O. Transformers

1. K-rated transformers: Specify K-rated transformers, power conditioning equipment or devices, or other disturbance mitigation methods for systems supplying outlets for computer terminals or other non-linear harmonic generating and/or sensitive equipment.
2. Provide units with copper windings and electrostatic shielding.
3. All dry-type transformers shall be "Energy Star", low impedance units with copper windings, amorphous iron or silicon steel core and type "HN" insulation, 115 degrees C temperature rise above 40 degrees C ambient.



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4. All transformers larger than 75 KVA shall be floor mounted with vibration isolation pads between the unit and the supporting structure secured to a 4" high concrete housekeeping pad.
5. Transformers rated at 75 KVA or less may be wall mounted to save floor space for future expansion of electrical distribution system such added panels and transformers. Transformers shall not be hung from, or mounted to, overhead building structure unless specifically approved in writing by MDC and the structural engineer of record.

P. Harmonics

1. Line-side Mitigation: Provide equipment such as Harmonic Traps for equipment utilizing 6 pulse and 12 pulse power supplies, for all variable frequency drives, and appliances capable of generating harmonic frequency currents or voltages on their respective circuits of significant magnitude that would be harmful to the facility's electrical system I do not believe that this paragraph belongs here in the 'Transformers' section.
2. Comply with IEEE 519 compliance as related to voltage and current harmonics distortions.

Q. Cable trays for Electrical Equipment

1. Only steel hot-dip galvanized after fabrication or aluminum cable tray systems are permitted.
2. Ground cable trays according to NFPA 70 unless additional grounding is specified.
3. Cable trays with electrical power conductors shall be bonded together with splice plates UL listed for grounding purposes or with UL listed bonding jumpers.
4. Cable trays and accessories are to be provided as defined in NFPA 70 and marked for intended location, application and grounding

26 30 00 FACILITY ELECTRICAL POWER GENERATING AND STORING EQUIPMENT**A. Packaged Generator Assemblies**

1. Emergency power shall be available in the event of failure of the normal power supplied to the facility. Emergency power shall be available within 10 seconds and shall be in compliance with NFPA-110.
2. Initial emergency power shall be provided from a separate service located ahead of the main service disconnect.
3. Backup emergency power shall be provided by the following:
 - a. Emergency Standby Generator.
4. When optional standby equipment is connected to an emergency system, the optional standby load shall be



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on a separate transfer switch and circuit breaker. This breaker shall be coordinated with the emergency system over-current protection, so that no short circuit or other malfunction of the optional system will disable any part of the life safety branch of the emergency system. The life safety equipment shall have first priority to the power provided.

5. With regards to back up power generation the recommended strategy is to evaluate the feasibility of 100% back up capacity for new construction or complete remodeling for several reasons:
 - a. Maximize savings under FPL's load control program with the CDR rate rider.
 - b. Ability to continue normal operations in a building during a power failure.
 - c. Ability to resume classes after a storm prior to full FPL power restoration.

A Life Cycle Cost Analysis (LCCA) shall be provided to evaluate the feasibility of 100% back up capacity.

6. Provide emergency power to the following loads:
 - a. Fire alarm system
 - b. Bi-Directional Amplification (BDA) system
 - c. Emergency lighting and exit signs
 - d. Fire Pumps
 - e. MDF and IDF Rooms
 - f. Two-way communication system and back-up mini-split HVAC systems for Public Safety Department Offices.
 - g. Parking lot emergency phones ("blue phones").
 - h. Access control and CCTV surveillance
 - i. Laboratory fume hood controls.
 - j. Chemical storage exhausts systems
 - k. All other loads required by applicable codes, or by MDC Facilities Management Department.
7. In the event that 100% backup power is not provided, provide standby back up power at a minimum to the following loads:
 - a. Gate arms in parking lots
 - b. Roll-up doors in buildings
 - c. Walk-in freezers/ coolers and science lab refrigerators
 - d. Monitoring equipment
 - e. Sanitary lift stations (if applicable)
 - f. Elevators – one per bank other than braking system if not required by code (if applicable)
 - g. Security Systems



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- h. All sump pumps
 - i. Utility outlets in electrical and mechanical rooms
 - j. Server rooms/ HVAC
 - k. Building Automation System (BAS)
8. Emergency generators for new construction shall be powered by diesel or natural gas if available.
 - a. Liquefied petroleum gas (LPG) or compressed natural gas (CNG) from on-site aboveground tanks shall be considered if natural gas service is unreliable or unavailable in the area. Verify reliability with Gas Company serving the site.
 - b. Diesel can be used if generator size requires it. Utilize “belly” tanks or above grade double wall tanks in compliance with DERM requirements.
 - c. Underground fuel tanks are not allowed.
 9. Loads on emergency power shall be hard wired and the entire emergency distribution system shall be completely independent and separated from the normal power distribution system. Electrical panels on the emergency system shall be labeled and identified according to specifications.
 10. The emergency power shall be supplied by an emergency generator package consisting of an alternator coupled to an internal combustion engine, automatic transfer switch, battery charger, batteries, day tank and main breaker. A separate magnetic only circuit breaker shall be included in the generator package to feed the fire pump controller.
 11. Generators shall be monitored with power monitoring meters and controlled by campus BAS using BACNET protocol in addition to the code-required annunciation and interfaces.
 12. Generators/UPS Compatibility: When the project requires UPS's, coordinate compatibility with the specified UPS which will be used.
 13. Equipment shall be a package of new and current equipment consisting of an engine driven electric generating set, engine start-stop control system and automatic load transfer control to provide automatic starting and stopping of the engine and switching of the load
 14. Equipment shall be provided with critical level muffler and, if applicable, day tank and pump equipment.
 15. Source Limitations: Obtain packaged generator sets and auxiliary components from a single manufacturer and a single source.
 16. Prototype testing: Factory test engine-generator sets using the same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories. Test in compliance with NFPA 110, Level 1 Energy Converters and IEEE 115
 17. Project-Specific Equipment Tests: Before shipment, factory test engine-generator sets and other system components and accessories manufactured specified for this Project. Perform tests at rated load and power factors, including the following tests:



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- a. Test components and accessories furnished with installed units, but which are not identical to those on tested prototype, to demonstrate compatibility and reliability.
 - b. Full load run.
 - c. Maximum power.
 - d. Voltage regulation.
 - e. Transient and steady-state governing.
 - f. Single-step load pickup.
 - g. Safety shutdown.
 - h. Provide 14 days' advance notice of tests to allow for observation by MDC's representative.
 - i. Submit factory test results within 10 days of completion.
 - j. There shall be on site Resistor Load Bank testing of the engine generator at 25%, 50%, 75% and 100% of full load, for an hour each, for a minimum of four hours total. The monitoring data shall be compiled every 10-15 minutes, in a final report to be issued by the installer. MDC Facilities Maintenance shall witness the on-site load bank test.
18. Installer Qualifications: The manufacturer's authorized representative shall be trained and approved for installation of units specified for this Project; and is located not more than four hours' normal travel time from Installer's place of business to Project site.
19. Electrical Components, Devices, and Accessories: Shall be UL listed and labeled as defined in
20. NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
21. Comply with ASME B15.1.
22. Comply with NFPA 37.
23. Comply with NFPA 70.
24. Comply with NFPA 110 requirements for Level 1 and 2 emergency power supply system.
25. Comply with UL 2200.
26. Engine Exhaust Emissions: Comply with applicable state and local government requirements.
27. Noise Emission: Comply with applicable state and local government requirements. Project criteria for maximum noise level at adjacent property boundaries due to sound emitted by generator set including engine, engine exhaust, engine cooling-air intake and discharge, and other components of installation shall not be more than 85 dBA three feet away from the generator.
- B. Generator Product Standards**
- 1. Provide product by one of the following, subject to compliance with specifications:
 - a. Caterpillar; CAT Power Generation.
 - b. Kohler Co.; Generator Division.



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- c. Cummins Power Generation.
- d. MTU on Site Energy.

2. Tests and Inspections

- a. Perform tests recommended by manufacturer and each electrical test and visual and mechanical inspection for "AC Generators and for Emergency Systems" specified in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- b. NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here including, but not limited to, single-step full-load pickup test.
- c. Battery Tests: Equalize charging of battery cells according to manufacturer's written instructions. Record individual cell voltages.
 - 1) Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions. Check electrolyte level and specific gravity under both conditions.
 - 2) Test for contact integrity of all connectors. Perform an integrity load test and a capacity load test for the battery.
 - 3) Verify acceptance of charge for each element of the battery after discharge.
 - 4) Verify that measurements are within manufacturer's specifications.
- d. Battery-Charger Tests: Verify specified rates of charge for both equalizing and float-charging conditions.
- e. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine-generator system before and during system operation. Check for air, exhaust, and fluid leaks.
- f. Exhaust-System Back-Pressure Test: Use a manometer with a scale exceeding 40-inch wg (120 kPa). Connect to exhaust line close to engine exhaust manifold. Verify that back pressure at full-rated load is within manufacturer's written allowable limits for the engine.
- g. Voltage and Frequency Transient Stability Tests: Use recording oscilloscope to measure voltage and frequency transients for 50 and 100 percent step-load increases and decreases, and verify that performance is as specified.
- h. Harmonic-Content Tests: Measure harmonic content of output voltage below 25 percent and at 100 percent of rated linear load. Verify that harmonic content is within specified limits.
- i. Noise Level Tests: Measure A-weighted level of noise emanating from generator-set installation, including engine exhaust and cooling-air intake and discharge, at four locations, and compare measured levels with required values.
- j. Coordinate tests with tests for transfer switches and run them concurrently.
- k. Test instruments shall have been calibrated within the last 12 months, traceable to standards of NIST, and adequate for making positive observation of test results. Make calibration records available for examination on request.



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- l. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
- m. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
- n. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- o. Remove and replace malfunctioning units and retest as specified above.
- p. Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.
- q. Report results of tests and inspections in writing. Test reports shall be submitted to Engineer of Record (EOR), and MDC Facilities Management (FM) thru the project manager (PM). Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- r. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each power wiring termination and each bus connection. Remove all access panels so terminations and are accessible to portable scanner.
- s. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan 11 months after date of Substantial Completion.
- t. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
- u. Record of Infrared Scanning: Prepare a certified report that identifies terminations and connections checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken and observations after remedial action. Report shall be forwarded to EOR and MDC Facilities PM.

C. Generator Performance Standards

- 1. The electrical contractor shall be responsible to coordinate all trades to ensure the proper functioning of the entire system including but not limited to fuel supply, exhaust equipment and air transfer system. This coordination shall include furnishing all required information to other contractors with regard to fuel, exhaust and cooling system dimensions, pipe and duct sizes, etc. Electrical contractor shall furnish a dimensioned plan layout indicating all generator dimensions, roughing dimensions, piping layout, duct layout, tank locations and elevations and all required electrical wiring and interconnections. Provide a note to this effect in the project manual.
- 2. Provide operating and maintenance manuals complete with replacement parts data for standby emergency generator system.
- 3. Standby Emergency Generator shall be installed in accordance with the manufacturer's recommendations and in compliance with the requirements of NFPA and all pertaining codes.
- 4. Provide a 6-inch-high concrete pad under the generator set.



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5. Furnish owner with manufacturer's certification and warranty assuring each item of equipment is complete and in good condition, free from damage, properly installed, connected, adjusted and tested as to full power rating, stability and voltage and frequency regulation.
6. The electric generator set shall receive the manufacturer's standard testing. Prior to acceptance of the installation, the equipment shall be tested to show it will start automatically, subjected to full load test; or that load which is available at the jobsite, shut down and reset. Prior to acceptance, the contractor at his expense shall correct any defects that become evident during this test.
7. On completion of the installation, an independent commissioning agent shall perform the initial start-up. At the time of start-up, operating instructions and maintenance procedures shall be thoroughly explained to operating personnel. Two copies of operating and maintenance instruction books shall be supplied for the electric set and such auxiliary equipment as may require it.
8. Generators shall be provided with isochronous governors for over cranking and speed control.
9. Generator grounding system, when three poles automatic or manual transfer switches are used with solid neutral conductor connections, shall be limited to grounding the generator frame.
10. Warranty: Standby electric generating set shall be provided by manufacturer and shall be warranted for a period of five (5) years from date of acceptance. Copy of written warranty shall be attached to shop drawing submittal.

D. Transfer Switches

1. Provide automatic transfer switches, non-automatic transfer switches, remote annunciator, and control panels through one source from a single manufacturer.
2. Transfer switches shall be monitored by existing campus BAS using BACnet protocol.
3. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
 - a. Limitation: Switches using molded-case switches or circuit breakers or insulated case circuit-breaker components are not acceptable.
 - b. Switch Action: Double throw; mechanically held in both directions.
 - c. Contacts: Silver composition or silver alloy for load-current switching.
Conventional automatic transfer-switch units, rated 225 A and higher, shall have separate arcing contacts.
4. Transfer switches shall be three pole with solid neutral connections. Four-pole automatic transfer switches (three phase poles and one neutral pole) shall be used where ground-fault protection is used, or if the generator is grounded. A separately switched, fully rated neutral pole may be needed to insure proper operation of the ground-fault relay.



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E. Emergency Service

1. Installation of a fire pump shall meet requirements of The National Electric Code Article 695.
2. Installation of emergency generator and fuel supply shall meet requirements of National Electrical Code - Article 700, and NFPA 110 (if applicable).
3. The emergency radio, telephone, critical IT/server rooms, and BAS Systems shall each have self-contained UPS type backup power sources to operate the system.
4. Provide emergency lighting to the following areas:
 - a. Interior corridors, ramps, and stairs in compliance with NFPA 101.
 - b. Instructional spaces, conference rooms, gymnasiums, and other student occupied areas
 - c. Group toilets, emergency generator room, main electrical room, and telephone rooms.
 - d. Other occupancies as required by NFPA 101 and The Florida Building Code latest edition (FBC).
 - e. Main electrical rooms, generator rooms and telecommunications rooms shall also be provided with self-contained emergency lighting fixtures with battery pack, in addition to the light fixtures connected to the emergency life safety systems.
5. The service entrance disconnect for normal electric power, from utility feeding an ATS shall be in a separate enclosure.
6. Illuminate means of egress to a minimum of not less than one (1) foot-candle, measured at the floor.

F. Photovoltaic collectors: Consider the use of photovoltaics on all new projects and major remodeling. Projects to comply with FSEC Standard 203-17 Procedures for Photovoltaic System Design Review and Approval.

G. Static Uninterruptible Power Supply

1. Generator/UPS Compatibility: If the project includes powering the UPSs from a generator, coordinate compatibility with the specific generator that will be used.
2. Automatic operation includes the following:
 - a. Normal Conditions: Load is supplied with power flowing from the normal power input terminals, through the rectifier-charger and inverter, with the battery connected in parallel with the rectifier-charger output.
 - b. Abnormal Supply Conditions: If normal supply deviates from specified and adjustable voltage, voltage waveform, or frequency limits, the battery supplies energy to maintain constant, regulated inverter power output to the load without switching or disturbance.
 - c. If normal power fails, energy supplied by the battery through the inverter continues supply-regulated power to the load without switching or disturbance.



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- d. When power is restored at the normal supply terminals of the system, controls automatically synchronize the inverter with the external source before transferring the load. The rectifier-charger then supplies power to the load through the inverter and simultaneously recharges the battery.
 - e. If the battery becomes discharged and normal supply is available, the rectifier/charger charges the battery. On reaching full charge, the rectifier-charger automatically shifts to float-charge mode.
 - f. If any element of the UPS system fails and power is available at the normal supply terminals of the system, the static bypass transfer switch switches the load to the normal ac supply circuit without disturbance or interruption.
 - g. If a fault occurs in the system supplied by the UPS, and current flows in excess of the overload rating of the UPS system, the static bypass transfer switch operates to bypass the fault current to the normal ac supply circuit for fault clearing.
 - h. When the fault has cleared, the static bypass transfer switch returns the load to the UPS system.
 - i. If the battery is disconnected, the UPS continues to supply power to the load with no degradation of its regulation of voltage and frequency of the output bus.
3. Manual operation includes the following:
 - a. Turning the inverter off causes the static bypass transfer switch to transfer the load directly to the normal ac supply circuit without disturbance or interruption.
 - b. Turning the inverter on causes the static bypass transfer switch to transfer the load to the inverter.
 4. The UPS shall perform as specified while supplying rated full-load current, composed of any combination of linear and nonlinear load, up to 100 percent nonlinear load with a load crest factor of 3.0, under the following conditions or combinations of the following conditions:
 - a. Inverter is switched to battery source.
 - b. Steady-state ac input voltage deviates up to plus or minus 10 percent from nominal voltage.
 - c. Steady-state input frequency deviates up to plus or minus 5 percent from nominal frequency.
 - d. THD of input voltage is 15 percent or more with a minimum crest factor of 3.0, and the largest single harmonic component is a minimum of 5 percent of the fundamental value.
 - e. Load is 50 percent unbalanced continuously.
 5. Minimum Duration of Supply: If battery is sole energy source supplying rated full UPS load current at 80 percent power factor, duration of supply shall be 10 minutes unless the Owner's program requirements require more time in which case the duration of supply shall be as indicated.
 6. Input Voltage Tolerance: System steady-state and transient output performance remains within specified tolerances when steady-state ac input voltage varies plus 10, minus 15 percent from nominal voltage.
 7. Overall UPS Efficiency: Equal to or greater than indicated in the following table:



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Nominal Overall UPS Efficiency Ratings			
Size Range of UPS Units	Efficiency at 100% Rated Load	Efficiency at 75% Rated Load	Efficiency at 50% Rated Load
30 KVA and Smaller	86	85	84
37.5 to 74 KVA	89	88	87
75 to 124 KVA	90	88	87
125 to 224 KVA	90	89	88
225 KVA and Larger	90	89	88

8. Maximum Acoustical Noise: maximum allowable values indicated in the following table:

Nominal Overall UPS Audible Noise Ratings		
Size Range of UPS Units	Maximum Noise Value	Distance at which Measured
10 KVA and Smaller	58 dB	36 inches (900 mm)
20 to 125 KVA	60 dB	48 inches (1200 mm)
150 to 300 KVA	78 dB	48 inches (1200 mm)
300 KVA and Larger	83 dB	48 inches (1200 mm)

9. Maximum Energizing Inrush Current: Six times the full-load current.



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10. Maximum AC Output-Voltage Regulation for Loads up to 50 Percent Unbalanced: Plus or minus 2 percent over the full range of battery voltage.
11. Output Frequency: 60 Hz, plus or minus 0.5 percent over the full range of input voltage, load, and battery voltage.
12. Limitation of harmonic distortion of input current to the UPS shall be as follows:
 - a. Description: Either a tuned harmonic filter or an arrangement of rectifier-charger circuits shall limit THD to 5 percent, maximum, at rated full UPS load current, for power sources with X/R ratio between 2 and 30.
13. Maximum Harmonic Content of Output-Voltage Waveform: 5 percent rms total and 3 percent rms for any single harmonic, for 100 percent rated nonlinear load current with a load crest factor of 3.0.
14. Maximum Harmonic Content of Output-Voltage Waveform: 5 percent rms total and 3 percent rms for any single harmonic, for rated full load with total harmonic distortion up to 50 percent, with a load crest factor of 3.0.
15. Minimum Overload Capacity of UPS at Rated Voltage: 125 percent of rated full load for 10 minutes, and 150 percent for 30 seconds in all operating modes.
16. Maximum Output-Voltage Transient Excursions from Rated Value: For the following instantaneous load changes, stated as percentages of rated full UPS load, voltage shall remain within stated percentages of rated value and recover to, and remain within, plus or minus 2 percent of that value within 100 ms:
 - a. 50 Percent: Plus or minus 5 percent.
 - b. 100 Percent: Plus or minus 5 percent.
 - c. Loss of AC Input Power: Plus or minus 1 percent.
 - d. Restoration of AC Input Power: Plus or minus 1 percent.
17. Input Power Factor: A minimum of [0.70] [0.85] lagging when supply voltage and current are at nominal rated values and the UPS is supplying rated full-load current.
18. Electromagnetic interference emissions: Comply with FCC Rules and Regulations and with 47 CFR 15 for Class A equipment.

26 40 00 ELECTRICAL PROTECTION**A. General**

1. Lightning protection systems shall be included in all new buildings.
2. Lightning protection systems shall be designed and installed in accordance with NFPA 780, UL 96 and UL



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96A.

3. Down conductors shall be protected against physical damage with approved raceways. Raceways shall be bonded to down conductors at both ends.
4. All grounding systems (electric, telephone, lightning protection, etc.,) are to be interconnected.
5. All metallic raceways, enclosures, frames and other non-current carrying metal parts of the electric equipment locations within 6'-0" of lightning rod conductors are to be bonded to same. Include a note in the project specifications to cover this.
6. All air terminals, conductors, fasteners, air terminal supports, etc. are to be manufactured from copper.
7. Ground rods shall be 3/4" minimum diameter, 8 ft. long copper clad steel.
8. Installation of the lightning protection system shall be performed by qualified personnel certified by UL or LPI as a Master Installer/Designer, trained and approved for installation of units required for this Project.
9. Upon completion of the installation, the contractor shall furnish the Master Label issued by Underwriters Laboratories, Inc. for the system. If the protected structure is an addition to or is attached to an existing structure that does not have a lightning protection system, the contractor shall advise the Owner of the installation requirements on the existing structure to obtain the Master Label. If the existing structure does have a lightning protection system, the contractor shall advise the Owner of any additional work required on the existing system to achieve compliance with current UL Master Label requirements.

26 50 00 LIGHTING

A. Illumination

1. Illumination levels shall be according to The Florida Building Code latest edition, general illumination requirements, and applicable IES Guidelines. The project for lighting design shall minimize glare on computer terminal screens and shall provide flexibility for furniture layout changes in open office areas.
2. Theater and any other specialty lighting shall be LED and shall be according to program requirements.
3. Comply with all requirements of LEED for all new and applicable remodeling projects.
4. Fixture types, lamp styles and fixture variations shall be standardized and kept to a minimum within a specific project.
5. Parking and site lighting shall be according to The Florida Building Code (FBC) requirements, local regulations, and program requirements.
6. Lighting of exterior corridors and building perimeter shall be designed to have normal lighting illumination levels required when occupied and security lighting when the facility is not occupied.
 - a. Provide security lighting to illuminate exterior walls of buildings, building entrances, service yards, parking lots, and other locations according to program requirements.
 - b. Security lighting shall be designed to provide visibility to all exterior elevations of the facility without



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- creating shadows. Lighting shall be focused toward the building and not illuminate adjacent property.
- c. Mount lighting at building perimeters such that they can be serviced from roof decks.

7. Lighting shall be 277V when possible.
8. All LEDs and electrical discharge luminaires shall be equipped with an internal in line fuse, and an adequate Surge Protection Device (SPD).
9. Luminaires shall have solid, protective lenses.
10. Exterior lighting fixtures shall be vandal resistant and weather proof with adequate IP rating for the application.
11. Provide impact resistant or protective covers at interior sports facility lighting fixtures and other locations where exposed lamps are subject to physical damage, according to program requirements for each project.
12. Wire guards or protective tubular shields, in place of solid lenses, are allowed at mechanical rooms, electrical rooms, telephone rooms, custodial closets, and other similar low traffic staff-only service spaces, accessible by authorized personnel.
13. Wall mounted luminaires shall be at least 7'6" above finish floor.
14. Locate luminaires within vertical reach of portable lifting machines.
15. Luminaires at stairs shall be over landings or mounted on walls.
16. Exterior emergency lighting shall be provided with vandal resistant housings. The luminaire shall allow access to test buttons without dismantling the fixture or removing the lens.
17. Light fixtures with bare exposed bulbs shall not be used for interior or exterior spaces.
18. Use Light Emitting Diode (LED) type fixtures for all new projects. For specialty areas where other types of lighting are programmatically required, approval must be obtained from the Facilities Department on a case-by-case basis.
 - a. All LED products shall have DesignLights Consortium (DLC) Certification.
 - b. All LED drivers shall be manufactured by Cree, Philips, or equivalent.
 - c. Provide 2' x 4' lay-in luminaire in acoustical lay-in ceilings.
 - d. The LED light source color shall be 4000 degrees K. for interior lighting
 - e. Operating life of the LED source shall exceed 50,000 hours at 25 degree C. ambient temperature.
 - f. Fixtures shall have five year warranty and in-line fusing.
 - g. Efficiency of LED light fixtures shall exceed 95%
 - h. LED fixtures shall be listed by a National Recognized Testing Laboratory (NRTL) recognized by OSHA.
 - i. Exterior lighting for parking lots, parking garages, sports facilities, etc. shall be LED with light source color of 4000 or 5000 degrees K
 - j. Emergency lighting fixtures with Battery packs and/or self-contained emergency fixtures with battery packs shall be provided in the following areas:
 - Electrical rooms.
 - Telecom/IT rooms.



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- Generator rooms.
- Fire Pump Rooms.
- Other areas as requested by MDC Facilities Management Department.

19. If fluorescent lighting fixtures are used on an individual basis to replace existing in areas not otherwise remodeled use the following
 - a. Fluorescent lighting fixtures shall be provided with electronic ballasts and T-5 or T-8, 4100 K color temperature, energy saver lamps. Electronic ballasts shall have at least a 5-year warranty and a total harmonic distortion not exceeding 15 percent.
 - b. Ballast / lamp combination shall have efficiency in excess of 75 lumens per watt (LPW).
 - c. Compact fluorescent lamps shall be 4100K color temperature and the wattage shall vary according to the application.
 - d. Use dual switching to achieve low level lighting instead of dimming ballast.
 - e. Use 4-foot long lamps.
 - f. Consider use of 4 foot LED lamps that are either plug and play using the electronic ballast or ballast bypass option.
 - g. The use of 2-foot long lamps is prohibited.
 - h. Provide independent support for lay-in grid fixtures installed in acoustical ceilings.
20. Incorporate lighting systems requiring less energy to operate while also improving the light quality in the learning environment.
 - a. The cost of implementing new technologies shall be considered when selecting lighting systems.
 - b. The use of building design concepts that introduce natural lighting into the building to offset the use of artificial lighting shall be seriously considered. Special attention shall be paid to assure that natural lighting designs are compatible with intended areas of use:
 - 1) Specify lighting levels appropriate for tasks without providing excessive brightness
 - 2) Control glare and have a high VCP (Visual Comfort Probability > 70.)
 - 3) Reduce the amount of solar heat introduced into the building.
 - c. Assure areas are supplemented with artificial lighting and related controls to provide acceptable lighting when natural lighting is available at reduced levels.
 - d. Consider electric utility company rebates and incentives for the replacement of existing lighting systems.
 - e. LED lighting shall be considered for all new installations. LED lighting cannot be of Chinese manufacture.



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21. Sodium vapor lights are not allowed at MDC Facilities.

B. Lighting controls

1. Lighting controls shall provide lighting at illumination levels appropriate to the task being performed and shall reduce the lighting level or turn off lighting when spaces are not occupied. Typical lighting control strategies which shall be evaluated to determine the most appropriate methods for each project shall include, but not be limited to:
 - a. Occupancy sensor switching devices shall be able to have immediate re-strike after power failure.
 - b. Multi-level switching or dimming for individual tasks and for floor areas (unoccupied or housekeeping functions).
 - c. Constant lighting level control systems (e.g. lumen maintenance/daylight compensation systems).
 - d. Wide area time program controls with local area override. Local zones shall not exceed 3,000 square feet and shall follow building structural bays.
2. Do not use panel-board circuit breakers as operating switches. Provide readily accessible local switches as required at main entrances of instructional spaces.
3. Provide Lighting Controls and Lighting Layout to permit two or more evenly distributed lighting levels in spaces greater than 400 SQFT. Dimming can also be utilized to achieve this.
4. Lighting Control for Instructional Spaces shall be accomplished by providing each luminaire with one lamp switching combination.
5. Lighting control for emergency lighting, if needed, shall be according to NEC-700-20 and 21.
6. Light switching in a space requiring emergency lighting shall have relays to allow on/off switching and to turn on emergency lighting automatically upon power failure. No battery packs are allowed.
7. Security/outdoor lighting shall be controlled by the facility's Building Automation System (BAS).
8. Indoor lighting for offices, classrooms, unoccupied spaces (i.e., conference rooms storage rooms, custodian rooms, etc.) shall be controlled locally (by toggle switches or occupancy sensors), and shall be overridden by the building automation system (BAS).
9. In common areas (i.e., hallways, public restrooms, etc.) Lighting shall be controlled via BAS with no local switching.
10. Exterior row of all parking garage lighting facilities shall be separately zoned with daylight sensor controls to maximize energy savings.
11. Front row of lighting (closest to white board or projection display) should be switched as a separate zone.
12. Consider daylight harvesting sensors and zones in the illumination design.
13. Provide switches with LED pilot lights for attic lights, roof lights, elevator/escalator pit lights, and remotely monitored or controlled devices and equipment. Tie all lighting to BMS.
14. Lighting located in locker rooms, assembly rooms, student toilets, covered walkways, corridors, exterior



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lights, and unsupervised rooms accessible to students shall be remotely switched from the nearest secured area or closet and shall have switch identification. These shall also be tied to the BMS.

15. For multi- media classrooms provide a light switch combination for luminaires beyond the overhead projection line.
16. Use relays or contactors to control lighting loads in athletic fields and other areas. Relay or contactor operation shall be controlled by the MDC Building Automation System (BAS) thru BACnet protocol.)
17. Provide light switch combination for luminaires beyond the overhead projection line.
18. All lighting controls to be tied to BAS through BACNET. This includes all classrooms and switched lighting areas as well as general corridors, etc.
19. All new facilities at MDC must be designed to be certified as LEED Silver per the latest applicable version of the US Green Building Council. Lighting efficiencies and levels of control may require enhancements beyond those listed above in order to comply with these requirements.

C. Minimum Recommended Illumination levels

1. Illumination & Power Densities

- a. The illumination required for parking areas, building exteriors, and classroom units shall be in compliance with the FBC Chapter 423.
- b. Arrange illumination so that the failure of any single lighting component will not leave any means of egress in darkness. (FBC)
- c. Illuminate means of egress to minimum of not less than one (1) foot-candle, measured at the floor.
- d. For Illumination levels in interior and exterior spaces, not shown in the FBC, use the IESNA Lighting Design Guide.
- e. For lighting power densities in building exteriors and interiors use the FBC, Chapter 13 (Energy).

2. Illumination Levels

Note this list is not all inclusive. For a complete list of recommended illumination levels of illuminations refer to IESNA Lighting Design Guide and the FBC.

SPACE TYPE	HORIZONTAL (FC)	VERTICAL (FC)
<u>Interior Space</u>		
Reading White Boards	--	5
Reading – pen/ typed print	30	--
Reading – keyboard	30	--
Science Labs	50	30
Art Rooms	50	30
Lecture Halls	100	50



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Classrooms	50	--
Corridors and Stairways	10	--

Minimum Lighting Levels for Parking Areas (FBC Chapter 423)

Parking Areas	1
Covered & Connected Walks	1
Entrances & Exits	2
Entrances	5
Building Surrounds	1

D. LED Lighting

1. When specifying luminaires, the first choice shall be LEDs, for both interior and exterior applications.
2. All luminaires shall be UL listed with a minimum of 5 years warranty and rated by IESNA testing standards LM-79 and LM-80. All luminaires shall be "Energy Star" certified.
3. All proposed LED luminaires for interior and exterior lighting shall be reviewed and approved in writing by MDC Facilities Management.

NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION



27 00 00 COMMUNICATIONS

27 01 00 GENERAL

- A. Comply with the latest editions of the Florida Building Code, Florida Fire Prevention Code, National Electrical Code (NEC) and all other required Codes and regulations.
- B. Low voltage systems of communication, data, security, and energy management are in this division due to the special expertise required for proper installation.
- C. Coordinate electrical and communication connections with architectural and other elements to eliminate omissions and field conflicts.
- D. Not all code requirements are listed within M-DC Design Criteria. Selected items are included for clarification or emphasis. Research and design according to applicable codes.
- E. Training of M-DC personnel for operation and maintenance of security and energy management systems shall be included in project specifications and coordinated with the M-DC project manager to occur at the project site at least 2 weeks before project acceptance.
- F. The Contractor shall furnish and install an empty conduit system with labeled pull strings for the following systems:
 - 1. Telecommunication System.
- G. All EMT conduit for Division 27 and 28 shall be color-coded for identification as follows.
 - 1. Fire AlarmOrange
 - 2. SecurityBlue
 - 3. Sound Reinforcement.....Yellow
 - 4. Telephone/DataGreen
 - 5. TVBrown
 - 6. ControlsPurple

DIVISION 27

COMMUNICATIONS

This section contains the following:

- 27 01 00 GENERAL**
 - 27 05 00 Common Work Results for Communications
- 27 10 00 STRUCTURED CABLING**
 - 27 11 00 Communications Equipment Room Fittings
 - 27 15 00 Horizontal Cabling
 - 27 16 00 Communications Connecting Cords, Devices and Adapters
- 27 40 00 AUDIO-VIDEO COMMUNICATIONS**



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H. Submittal Requirements.

1. Coordinate the Locations and Methods of connecting telecommunication equipment rooms with required empty raceway systems with MDC ITS Department.
2. Size raceways (1" min.) for different Systems, to accommodate the various applications.
3. Floor Plans showing device locations.
4. Utility service location and routing
5. Telecommunications room and satellite wiring closets at 1/4" scale floor plans.
6. Conduit layout at overall site plan showing each existing and future building, telephone service to site, and conduits between the main telecommunications room and satellite wiring closets.
7. Electrical telephone outlets, over-head protectors and data outlets.
8. Electrical power legends for electrical outlets in the telecommunications room and satellite wiring closets and near data outlets.
9. Complete electrical specifications.
10. Completed electrical drawings coordinated with plans and specifications of structural, architectural, electrical, civil, laboratory equipment supplier, food preparation equipment supplier, and not-in-contract equipment to eliminate errors, conflicts, and omissions.
11. Complete riser diagram showing the location of every outlet and conduit sizes from the various wiring closets to the outlets. This shall include the conduits between the wiring closets and the main telecommunications room.
12. Electrical drawings and riser diagrams locating and indicating sizes of pull boxes and junction boxes used in the conduit systems.

- I. All MDC projects shall be Design to comply with "LEED Silver" as minimum requirements.

27 05 00 Common Work Results for Communications

A. Outside Plant (OSP) or Backbone cabling system

1. For new buildings, coordinate service point and conduit size with MDC ITS Department.
2. For renovations, consult MDC ITS Department to confirm capacity of existing OSP cable is adequate.

B. OSP Ductbank

1. New buildings shall have two conduit paths entering the building at two separate and distinct locations. Coordinate entrance pathways with MDC ITS Department.
2. The minimum number of conduits connecting the building Main Distribution Facilities (MDF) to the campus Main Communications Room (MCR) shall be at least three four-inch (3-4") conduits. More entrance conduits might be needed depending on the size and utilization of the building. Under no circumstance shall the



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- number of conduits be less than two 4" conduits. Conduits will be used for copper and fiber optic cables.
3. The top of the conduit bank must be buried below the ground surface at a depth specified by local code.
 4. The fiber and copper cable communications conduit banks must be separated from other services as required by EIA/TIA and local code.
 5. Conduits shall be encased in concrete when:
 - a. Minimum conduit depth cannot be attained
 - b. Conduits pass under roads, driveways, or railroad tracks
 - c. Bend points might be subject to movement
 6. Underground conduits shall be installed in such a way that a slope exists leading away from the building to allow drainage and prevent the accumulation of water within the conduits.
 7. A detectable warning tape (containing metallic tracings) shall be placed 18 inches above all duct banks.
 8. Manholes and Pull Boxes
 - a. Provide manholes and/or pull boxes as follows:
 - 1) Where conduit section length exceeds 300 ft. (on a straight pull).
 - 2) Wherever a cable splice will be required as Indicated by MDC ITS.
 - 3) When bends exceed a total of 180 degrees or two Bends of 90°, a 4' x 4' x 4' pull box must be used.
 - b. Coordinate size of manholes and pull boxes with MDC ITS Department.
 - c. Concrete used for manhole structures shall be of at least 3,500 sq.lb./in strength. All maintenance holes will be properly grounded as required by EIA/TIA and NEC
 - d. Corrosion resistant pulling irons, cable racks, and manhole ladders shall be included in the installation of the manhole.
 - e. All manholes shall be equipped with a round ring and cover, clearly labeled "TELECOM", or "COMMUNICATIONS" only.
 - f. The number of conduits going in and out of the pull box shall not exceed eight.

27 10 00 STRUCTURED CABLING**27 11 00 Communications Equipment Room Fittings****A. Main Campus Communication Room (MCR)**

1. This room shall serve as the demarcation point for all outside services coming into the campus. It will contain



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- PBX equipment, rectifiers, routers, hubs etc.
- 2. All existing campuses have an MCR established.

B. Main Building Distribution Facility (MDF)

- 1. Each building has a main communications/distribution room in which all of the network and telecommunications equipment that services the occupants of the building is located.
- 2. This room may contain voice (backboards, riser cables, etc.) and network-enabled systems (routers, hubs, and switches), fiber, coaxial connections and UPS's.
- 3. The minimum MDF room size is 10' x 15'. To the extent that it is possible, MDC prefers to have the Entrance Facilities and MCR/MDF in one single room.

C. Intermediate Distribution Facility (IDF)

- 1. Each IDF contains voice and network equipment used to distribute the backbone's capacity to individual station jacks.
- 2. IDF rooms shall be located such that no wall jack is further than 90 meters (295ft.) in actual cable length to the IDF patch panel.
- 3. The minimum IDF room size is 100 square feet, preferably with a 10' X 10' footprint.
- 4. In special-use buildings (as defined by IT), the equipment room floor space shall be based on the known number of workstations (not on usable floor area). This standard can be found in EIA/TIA-569 table 8.2-2.

D. Only equipment directly related to the network and telecommunications system and its environmental support systems shall be located in Communications Rooms (MCR, MDF and IDF). Water and chiller lines cannot be run through the communications rooms. In addition, the following items shall not be located in CRs:

- 1. Batteries needed to support the Main Communication Room equipment
- 2. Electrical power
- 3. Transformers
- 4. Motors and generators.
- 5. UPS units over 30KVA MUST be housed in a separate room

E. Location

- 1. Locate equipment rooms close to the main backbone pathway.
- 2. Avoid locations that are restricted by building components that limit expansion such as elevators, utility chases, outside walls, stairwells or other fixed building walls.
- 3. CRs shall be separated from rooms containing electrical power supply, transformers, motors and generators,



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x-ray equipment, radio, or radar transmitters, and induction sealing devices.

4. IDF's MUST stack one on top of the other.
5. CRs shall be directly accessible from public corridors and spaces for unrestricted access by telecommunications. The footprint of the room shall be located as close to the middle of the floor space that it serves.

F. Room Fit-Out

1. Floors, walls and ceiling shall be treated to eliminate dust. Finishes shall be light in color.
2. A minimum of three walls shall be covered with rigidly fixed A-C plywood void free, 3/4" x 4' x 8' high, mounted vertically.
3. Plywood shall be fire rated, covered with two coats of medium gray paint and smooth on one wide with the smooth size exposed.
4. Access door into room shall be a minimum of 36 in. wide and 80 in. high and shall be fitted with a lock and card access.
5. Ceilings – The minimum ceiling height is 9 feet from finished floor to bottom of structure with no ceiling. Exception – Rooms that are plenum rated shall have a dropped ceiling; bottom of ceiling shall be no lower than 9 feet AFF.
6. Floor shall be seal coated and covered in static dissipating, medium gray VCT tiles unless otherwise specified by MDC IT Infrastructure department.
7. Floor live load shall be designed for 150 pounds minimum per square foot.
8. Fire Rating: Minimum 1-hour, including door
9. Fire Stopping – Comply with Section 10 of EIA/TIA-569.
10. *Sample included at the end of this section, refer to SK-27.1, Miami-Dade College MDF/IDF requirements.*

G. Electrical Requirements

1. Provide a minimum of two dedicated 20A, 110V AC duplex electrical outlets, fed from the building emergency power panel, provided inside the same junction box. The junction box shall be at a height of 18" AFF and 20" from the center line of the wall.
2. Final number of duplex circuits will be determined by the number of equipment racks in each room. Coordinate with MDC IT Department.
3. Provide convenience duplex outlets at 10 ft. intervals around the perimeter walls at 18 inches AFF.
4. If an emergency power source is available in the building, it is required that all dedicated circuits within each MDF/IDF to be fed from emergency power.
5. Provide a dedicated 15kVA UPS (or larger) for all MCRs in a campus. The actual capacity shall be determined on the specifics of each project. Coordinate with MDC ITS Department.



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H. Grounding

1. Racks and equipment shall have a grounding source according to EIA/TIA -569.
2. Provide a minimum #4 AWG conductor from the main grounding electrode to all CRs.
3. Provide ground bus, sized as needed for Telecom equipment. Minimum size shall be 4"Hx12"W (Model CPI 13622-010 or similar).

I. Lighting

1. Lighting shall be a minimum of 50-foot candles measured 3 ft. above the finished floor.
2. Coordinate fixture location with rack location.
3. Locate light fixtures a minimum of 8.5ft above the finished floor. Exception - Light fixtures may have to be higher in some cases when ladder racks span the room.
4. Provide emergency lighting.

J. Air Conditioning

1. Provide continuous and dedicated air conditioning 24 hours a day, seven days a week. The HVAC system shall maintain temperature 64°-75°, degrees Fahrenheit with 40% - 55% relative humidity.
2. Heat dissipation shall be based on 750 – 5000 Btu per hour per cabinet.
3. Provide a positive pressure differential with respect to surrounding areas.
4. HVAC shall be fed from standby power source

K. Fire Protection

1. Sprinklers heads, when provided, shall be placed along the wall and not in the middle of the room.
2. Provide wire cages to prevent accidental operation.
3. "Dry pipe" sprinkler systems are allowed.

27 15 00 Horizontal Cabling

- A. Specific requirements that establish the cable pathways and cabling conduits for each project shall be coordinated with the MDC Information Technology Project Manager at the onset of the design phase for major renovations and new construction projects. Education Specifications Program for the project include communication requirements but may not be all-inclusive regarding communication facilities. A/E shall coordinate with MDC Facilities Project Manager, Campus Administration, and the MDC IT Department to coordinate all conduit and pathway requirements during design.
Sample included at the end of this section, refer to SK-27.2, Miami-Dade Collage workstation requirements-



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Telecom Division, for additional requirements

B. Ladder racks and cable trays

1. MDC IT Department shall approve all cable routes.
2. Minimum cable tray width shall be 12".
3. Cable trays shall be installed and grounded in accordance with the National Electric Code.
4. Cable trays shall be provided above dropped ceilings and run down hallways and corridors providing a pathway for communication cables from the data outlets to the communications closet.
5. Cable tray installation must be coordinated with all of other trades so that they are not obstructed by other equipment, i.e. air conditioning ducts, electrical conduit etc. and shall be easily accessible for the installation of cables and future changes to the communication systems.
6. Clearances shall be as follows:
 - a. 3 in. clear between the top of the ceiling tiles and the bottom of the cable tray.
 - b. 12 in clear on each side of the cable tray.
 - c. 6 in clearance between the top of the cable tray and any other utilities.

C. Conduits

1. Provide conduits and/or sleeves to interconnect CRs. The open ends of vertical conduits and/or sleeves must be located a maximum of 3 in. from the wall and extend a minimum of 1 in. above the finished floor.
2. To the extent possible, all vertical risers shall rise straight up through the building.
3. If hard ceilings are provided and cable trays cannot be used, conduit from the outlets shall extended to the closest accessible area (drop ceiling, access panel, etc.). When this is not possible, and only when no other alternatives are available, the conduit can be "homerun" to respective telecommunications room.
4. Provide pull boxes at intervals not to exceed 100 ft., and/or containing more than two 90 degree bends or if there is a reverse bend in the run.
5. Provide fish tape or pull cord end-to-end on all conduits
6. Wall and room conduits:
 - a. Provide 1 inch minimum EMT conduit shall be installed from each information outlet electrical box, "stubbed" up above the ceiling level pointing to the nearest cable tray.
 - b. Provide open ends of all conduits and/or sleeves regardless of size with plastic bushings (or grounding connectors as required by NEC). Bushing shall be readily accessible and not concealed within walls, behind ducts and/or blocked by equipment.
7. Minimum inside bend radius of conduit shall be as follows:



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- a. 2"C and smaller: 6 times the internal diameter.
 - b. Larger than 2"C: 10 times the internal diameter.
8. Total pathway, regardless of media type, shall not exceed 90 m (295 ft) from the telecommunications outlets to the termination point.
 9. Maintain minimum 12" clearance from parallel runs of electric power or lighting conduits (480V or less)
 10. Maintain minimum 10' clearance from parallel runs of power greater than 480V.
 11. Pathways for voice and data outlets shall be provided using a star topology from the communications room/closet serving that zone to every individual information outlet.
 12. Conduit shall be sized to not exceed 60% fill ratio for cable trays and 40% for conduits.
 13. All empty conduits/cable trays shall run concealed above ceiling, in wall partitions or underground within Facilities. No exposed/surface mounted raceways installed in finished areas, including exterior open Corridors, will be permitted. Cable trays, when provided, shall be installed above fully accessible ceiling only

27 16 00 Communications Connecting Cords, Devices and Adapters

- A. Each office and Teacher Station at instructional spaces shall receive a minimum of one data outlet or more according to program requirements, with appropriate conduit.
- B. Each computer or printer shall have conduit terminating at a junction box. See program requirements for quantities at each space.
- C. Coordinate wireless access point locations with MDC IT Department.
- D. Coordinate telecom and AV requirements for Teacher Station with MDC IT Department and campus AV personnel.
- E. Provide conduit for each Code Blue phone location. Locations to be coordinated with MDC Security Department. Refer to SK-27.3, MDC Code Blue Phone Template and Installation Minimum Requirements, for rough-in information.
- F. Provide telephone drop for each elevator inside the machine room (or machine space) adjacent to the controller, at all HVAC/BMS controllers and adjacent to Fire Alarm Control Panel. *Sample included at the end of this section, refer to SK-27.4, Data & Voice Infrastructure for Equipment/Mechanical Rooms, for additional requirements.*

27 40 00 AUDIO-VIDEO COMMUNICATIONS



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- A. A/E shall meet with MDC Project Manager and Campus AV Department to determine AV scope and infrastructure requirements for each project.
- B. Provide in all lecture halls or auditoriums provisions for the hearing impaired as per Florida Building Code Chapter 2 “Assistive Listening Systems” and Florida Building Code table 219.3. below:

TABLE 219.3 RECEIVERS FOR ASSISTIVE LISTENING SYSTEMS		
Capacity of Seating in Assembly Area	Minimum Number of Required Receivers	Minimum Number of required Receivers Required to be Hearing-aid Compatible
50 or less	2	2
51 to 200	2, plus 1 per 25 seats over 50 seats ¹	2
201 to 500	2, plus 1 per 25 seats over 50 seats ¹	1 per 4 receivers ¹
501 to 1000	20, plus 1 per 33 seats over 500 seats ¹	1 per 4 receivers ¹
1001 to 2000	35, plus 1 per 50 seats over 1000 seats ¹	1 per 4 receivers ¹
2001 and over	55, plus 1 per 100 seats over 2000 seats ¹	1 per 4 receivers ¹

¹ Or fraction thereof.

NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION

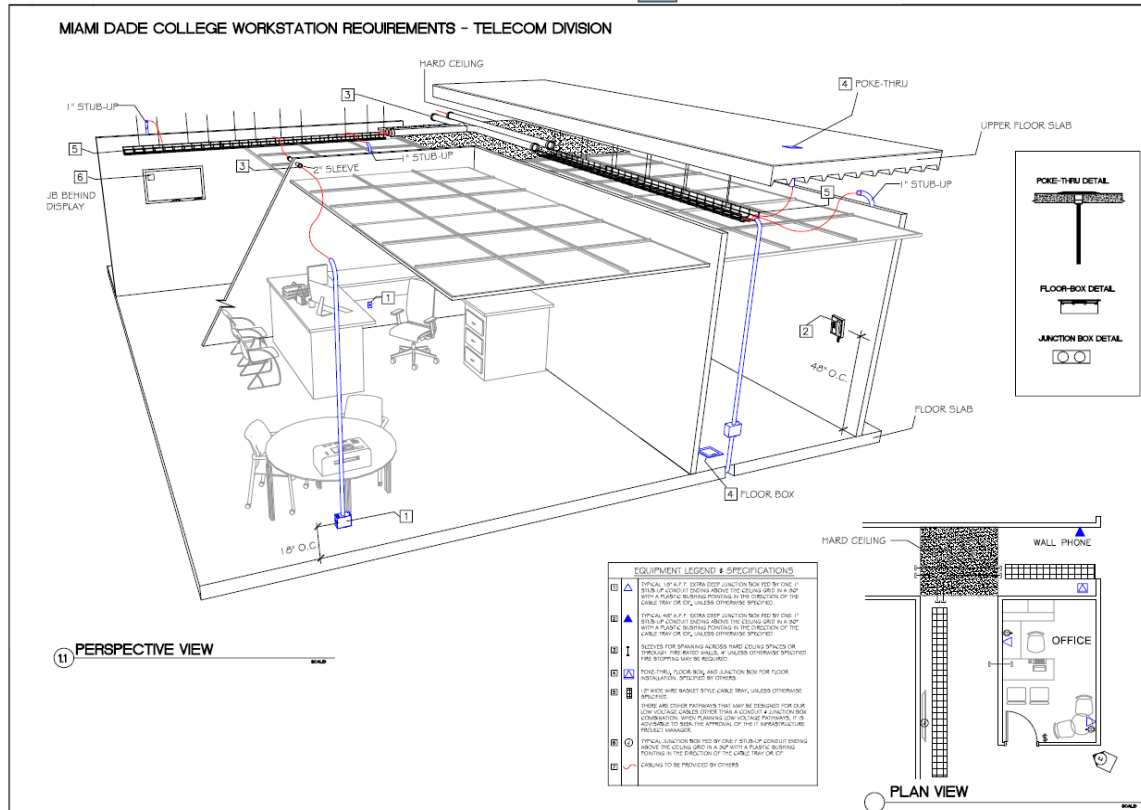


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SK-27.2



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MDC CODE BLUE PHONE Template and Installation Minimum Requirements

These MINIMUM REQUIREMENTS apply to a basic Code Blue phone installation. Please review with MDC IT INFRASTRUCTURE P.M. for further infrastructure requirements when integration of other systems apply.

1- ASSOCIATED PULLBOXES

- 1.1 There shall be two pull boxes associated with each pedestal phone.
 - 1.1.1 One shall be dedicated to the electrical service and shall include 2 PVC conduits, 1-3/4" for power and 1-1/2" for the GEC. A 600V AC copper solid ground bus with a minimum length of 10' and a ground clamp shall be installed inside the pull box.
 - 1.1.2 The other pull box shall be dedicated to the telecommunication service and shall include (1) 3/4" conduits to the base of the phone and 1-1/2" to the closest telecom man-hole or hand hole.
- The word COMMUNICATIONS shall be part of the lid of this pull box.
- 1.1.3 Unless otherwise specified, pull boxes shall be installed at a distance not greater than 6 feet from the foundation of the phone.
- 1.2 Follow all national and local codes governing this installation. Follow NEC Electrical Guidelines for electrical and grounding requirements.

2- FOUNDATION

- 2.1.1** Follow all national and local codes governing this installation.

2.2 Pour the

- 2.2.1 When creating the foundation in a parking lot, it should be the same elevation as the surrounding surface (asphalt).

222 W

- immediately surrounding the foundation shall be a concrete pad no less than 5 feet by 5 feet with the foundation of the phone typically at the center. If the island is surrounded by a curb, there shall be a curb cut and path created between the parking lot and the phone that is approximately at the same elevation.

same element

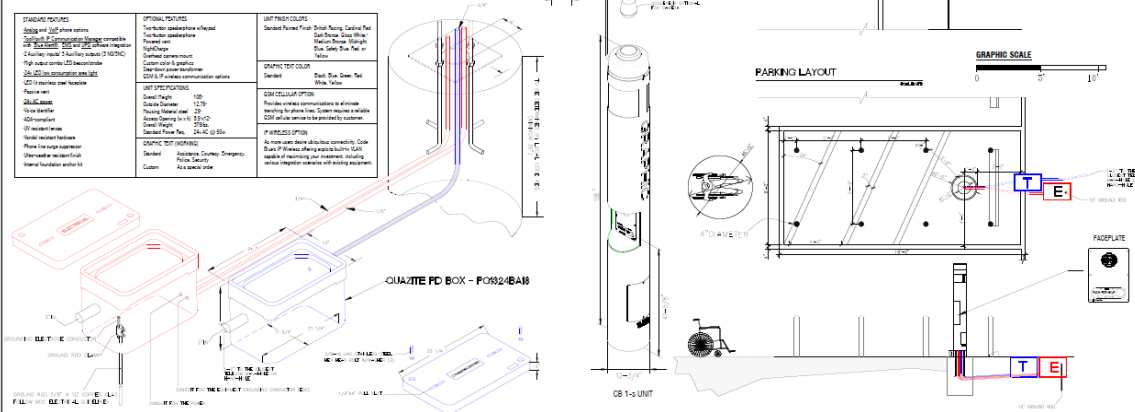
- 3.3.2** The anchor bolts should be aligned, using the supplied template, in such a way that the phone faceplate on the unit (front) will face in the desired direction.

3- WIPING

- 3.1.1 AWG of electrical and grounding wires shall be determined by electrician of record or APU.

+ DRAWING

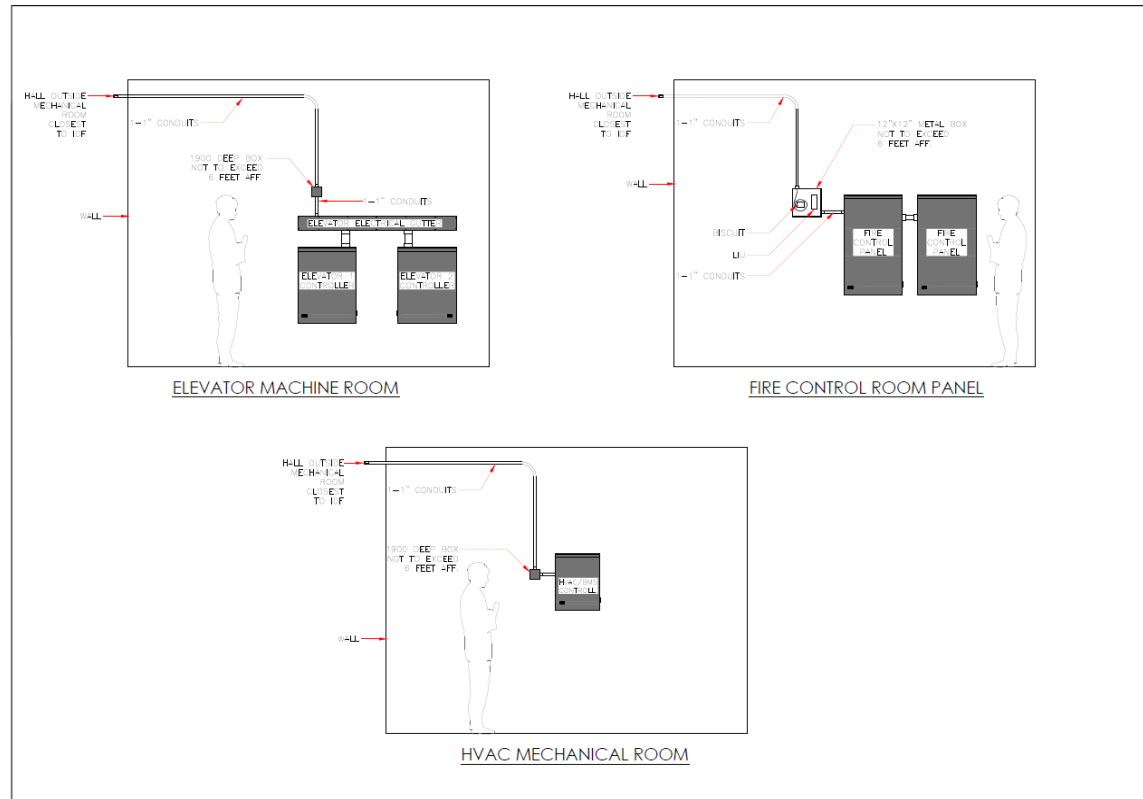
- 4.1 Reference the associated drawing for additional details.
4.2 If additional information is required, please contact the MDC IT Infrastructure Project Manager.

[illegible]**SK-27.3**

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SK-27.4

28 00 00 ELECTRONIC SAFETY AND SECURITY

28 01 00 GENERAL

- A. Comply with the latest editions of the Florida Building Code, Florida Fire Prevention Code, National Electrical Code (NEC), National Fire Alarm Code (NFPA 72), ANSI A117.1, NFPA 90A, 90B and 96, Underwriters Laboratories (UL), and all other required Codes and regulations. The Florida Building Code latest (FBC) for fire alarms.
- B. Low voltage systems of communication, data, security, and energy management are in this division due to the special expertise required for proper installation.
- C. Coordinate electrical and communication connections with architectural and other elements to eliminate omissions and field conflicts.
- D. Not all code requirements are listed within M-DC Design Criteria. Selected items are included for clarification or emphasis. Research and design according to applicable codes.
- E. Training of M-DC personnel for operation and maintenance of security and energy management systems shall be included in project specifications and coordinated with the M-DC project manager to occur at the project site at least 2 weeks before project acceptance.
- F. The Contractor shall furnish and install an empty conduit system with labeled pull strings for the following systems:
 1. CCTV System
 2. Intrusion Detection System
 3. Card Access Control System
- G. All EMT conduit for Division 27 and 28 shall be color-coded for identification as follows:

Fire Alarm.....	Red
Security.....	Blue
Sound Reinforcement	Yellow
Telephone/Data.....	Green
TV.....	Brown
Controls	Purple

DIVISION 28

ELECTRONIC SAFETY SECURITY

This section contains the following:

28 01 00 GENERAL

28 05 00 Intrusion Detection and
Access Control

28 10 00 FIRE DETECTION AND ALARM SYSTEM

28 20 00 VIDEO SURVEILLANCE

28 40 00 LIFE SAFETY

28 48 00 Emergency Response
systems



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- H. If cable tray is used on the project, a separate cable tray shall be provided for Intrusion Detection and Access Control. It shall not be shared with the Telecommunications cable tray.
- I. Submittal Requirements.
 - 1. Floor plan drawings indicating locations of all security devices, including card reader, locking devices, sensors, detectors, keypads, panels, power supplies, cameras, racks, etc. The designer or consultant shall establish a security plan based on his/her expertise and with input from the facility's users, and MDC Department of Emergency Management to determine the location of all security devices.
 - 2. Rough-in details for security devices indicating sizes and mounting heights of all junction boxes, conduit, power and raceways' pathways and requirements.
 - 3. Security systems components elevations indicating all power supplies, access control panels, alarm panels with quantities, manufacturer information and part numbers of all components and electronic boards within those panels.
 - 4. Complete scope of work associated with the systems being worked on. Including but not limited to Fire, CCTV, Access control, IT Networking, and all other systems associated with those systems.
 - 5. Complete wiring diagrams indicating connections to all security components and interconnection to other buildings, if applicable.
 - 6. For retrofit projects, thru the Facilities Project Manager, forward all design documents to the Department of Emergency Management, Office of Fire and Security for review. Approval from this department shall be granted, in writing, before commencement of any work.

28 05 00 Intrusion Detection and Access Control

- A. The designer or consultant shall fully comply with all sections of the specifications listed under Division 28 sections that apply to the project being designed and shall incorporate them into the design documents. Special conditions particular to the project, whether or not indicated in this specification section, shall be indicated in the design documents as to allow the contractor bidding the project to account for all issues affecting price and schedule within a reasonable (industry standard) level of accuracy.
- B. The designer or consultant shall adhere to all applicable door elevations and mounting details, from all details provided in this guideline, and incorporate them into their design documents. MDC standard details shall be modified to reflect special conditions applicable to the project being designed. This is especially important with storefront or glass wall installations, where supplied door typical do not reflect the exact setup of the doorway. The designer or Consultant shall in any particular situations in the project that require deviations from the standard, obtain written approval from the MDC Emergency Management, Office of Fire and Security.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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- C. The designer or consultant shall coordinate with the project's electrical designer/engineer for all power requirements for fire alarms and security systems. The electrical design for the project shall include all power outlets, power junction boxes, and all raceways required for access control and alarm panels, power supplies, cameras and all other devices included in the scope of work for security and fire alarm systems.
- D. The designer or consultant shall coordinate with the project's architect and/or door hardware consultant on all locking and sensing devices mounted in door frames or doors, such that all doors and frames are prepared at time of fabrication at the factory, to accept embedded devices, wiring and other components to be installed within or on them. The end-result shall ensure the building users a system compliant with all applicable building codes and the level of safety and security in accordance with the requirements given to the designer or consultant by the users during the design process.
- E. Scope of work includes empty raceway system only. All access control equipment to be provided and installed by MDC. All raceways, gutters, ladder racks, etc. required in the Security Room shall be provided by the Contractor. Provide all power required for access control and intrusion detection system.
- F. Provide access control for the following doors:
 - 1. Building perimeter doors as specified by MDC
 - a. All doors for entrances to offices and buildings shall be electrified.
 - 2. Telecom Rooms
 - 3. Classrooms
 - 4. Main Entrances to Departments and buildings
 - a. All doors for entrances to offices and buildings shall be electrified.
 - 5. Bursar's Office
 - 6. All large rooms that are subdivided into multiple smaller rooms
- G. Provide door monitoring at the following locations:
 - 1. Emergency exit perimeter doors
 - 2. Secondary doors in Control Rooms/spaces labeled as exit only.
- H. Pathways for security systems shall be as follows:



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1. Complete conduit run from security devices to security panels.
 2. Complete conduit run from security devices to cable tray system and complete conduit from cable tray system to security panels.
 3. Use of free-run cables shall be approved by MDC Office of Fire and Security on a case-by-case basis.
 4. Hollow molding, storefront frames, or door jambs shall not be used as raceway.
- I. Provide Intelligent System Controller (ICS) (iStar Ultra Door Controller System for new construction, iStar Pro for existing systems). No substitutions will be permitted. Indicate on design documents which ISC is applicable for the project, the location of the device and required quantities.
- J. Security enclosures shall have a key-lockable door and all doors shall be keyed alike. Cabinet openings shall initiate an alarm condition to the security monitoring system.
- K. Provide Emergency Exit By-Pass Pushbuttons at locations required by FFPC and FBC.
- L. Equipment Location
1. Control panels, power supplies and all other head-end components shall be located in a single, secured room within the building, with local access to staff.
 2. In multi-story buildings there may be equipment in such rooms on more than one floor.
 3. Security rooms shall not contain mechanical or elevator controls equipment.
 4. In lieu of a dedicated security room located on each floor, a Telecommunication Room, can be used with approval from MDC telecommunications. A variance request must be submitted if the proposed location of a Software House device is within a Telecommunications Room.
 5. All components shall be contained in enclosures, each of which shall be mounted on backboard of 4'x8' plywood $\frac{3}{4}$ " thick painted grey with fireproof paint
- M. Devices
1. Indicate on drawings mounting height to bottom of device for all pendant- and wall-mounted devices.
 2. All doors with access control shall be associated to one of the door types indicated in Division 8. Coordinate additional door types with MDC Office of Fire and Security as required.
 3. Provide detail on drawings for each door type indicating all required components and all conduit and box requirements. Sequence of operation for each door shall be indicated.
 4. Final locations of all card readers and door status monitors and other access control devices shall be approved by MDC Office of Fire and Security.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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28 10 00 FIRE DETECTION AND ALARM SYSTEM

- A. All new buildings, and buildings undergoing major renovations, shall be equipped with a complete fire alarm system which meets Florida Building Code, Chapter 11 Accessibility Code for Building Construction (Section 11-4.28) and current code requirements. Provide all hardware necessary to tie-in with the existing campus monitoring system.
- B. Every building shall have a separate fire alarm control panel. All shall report back to main panel in Public Safety.
- C. The system for new facilities shall be addressable, Simplex 4100U/ES.
- D. Provide programmable central fire control panel with programmable field devices. Fire control panel shall meet NFPA 72 detector sensitivity readout/printout requirements. A history of a minimum of 200 events shall be readable on the fire alarm control panel display (200 events for alarm and 200 events for trouble).
- E. Control panel shall be located at the building entrance. If not feasible, locate annunciator panel where the fire department will enter building. Annunciation panel shall duplicate all functions of the fire control panel.
- F. Renovations: When the existing fire alarm control panel does not support the type of renovation being performed in a building, a second (or third) fire alarm control panel shall be installed. The fire alarm control panels installed for the renovation shall be of sufficient capacity to handle the entire building when the existing fire system(s) is (are) changed.
- G. Fire alarm system shall be a voice evacuation system with Mass Notification. Coordinate requirements with OEM during design.
- H. Devices:
 - 1. Audio/Visual devices shall be combination audible alarm and strobe light there should be no single strobe.
 - 2. The audible alarm shall be a speaker, not a bell or horn, as a bell could be confused with a class bell.
 - 3. Speakers and lights shall be provided in machine rooms and loft/attic areas that have mechanical equipment or work areas.
 - 4. Speakers should be adequate for the locations they are placed. Speakers for exterior locations should be rated for the locations they are placed and to provide adequate coverage of the area and be intelligible.
 - a. Interior Speaker locations: Space the speakers at twice the ceiling height. If the ceiling is 12 feet high, space the speakers 24 feet apart (Hallways, Suites, Conference rooms, Cafeterias, lounges and Interior



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- areas that are highly occupied. (Must be approved by Office of Fire and Security)
 - b. Exterior Speaker Locations: Spacing for exterior speakers will depend on location and other factors. (Must be approved by Office of Fire and Security).
- 5. Coordinate audio/visual alarms with locations of classroom projection screens.
- 6. Provide ADA 110 candela strobes, in addition to horns, in areas where a hearing-impaired person may be separated from a normal hearing person in the following places:
 - a. Individual toilet rooms and group toilet rooms.
 - b. Corridors, lobbies, meeting rooms, and other general usage areas.
 - c. Specific areas designated for the deaf.
 - d. Classrooms.
 - e. Other spaces according to The Florida Building Code latest (FBC).
- 7. Provide complete speaker coverage at parking areas. Speakers shall be Hyper Spike by Ultra Electronics and UL 1480 listed. Coordinate speaker locations with manufacturer recommendations.
- 8. Sensors: All fire and smoke alarm sensors shall be resettable and addressable.
- 9. Manual Pull Stations: Provide manual pull stations:
 - a. In corridors serving science labs and other high-risk locations as determined by project specific life safety conditions.
 - b. At all exits from rooms with capacities of 50 or more.
 - c. At all other locations required by FBC.
 - d. Pull stations shall be provided with transparent impact resistant UL listed protective covers, unless located by the intercom console. At new construction, provide recessed pull stations, when allowed by wall conditions, according to manufacturer's requirements.
- I. Air Handling Unit Shutdown Relay: Air Handling Units shall shut down upon activation of the fire alarm system. AHU shutdown relay shall be supervised and labeled on both devices and panel.
- J. Junction Boxes and Conduit: All junction boxes on the fire alarm system shall be painted fire-truck red and all conduit shall be red. Existing boxes shall be changed to standard red color.
- K. Provide a Digital Alarm Communicator Transmitter (DACT) for digital, secondary reporting to Public Safety. Consult Office of Fire and Security regarding the manufacturer and model required.
- L. Duct-Mounted Smoke Detectors: If duct-mounted smoke detectors are not immediately visible from inside the mechanical room, then provide a remote, labeled L.E.D indicator for each detector, mounted in a convenient,



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visible location. Non-radioactive smoke detectors and duct detectors are preferred (i.e. photoelectric). Provide stand-alone, duct mounted smoke detectors where no fire alarm system is present. The operation shall be to shut down the unit and provide notification.

M. Wiring:

1. Wiring shall be enclosed in dedicated, metallic conduit and labeled "FA".
2. Circuit styles shall be Class B according to NFPA 72.
3. Provide separate power for speakers and lights, so that lights can be checked without sounding speakers.

N. Fire alarm systems shall be powered by dedicated circuits from emergency panels according to The Florida Building Code latest edition (FBC) and NEC 700.**O. Automatic Detection Devices.**

1. Smoke detectors are not required in occupied or staff supervised areas.
2. Install smoke or heat detectors as required by The Florida Building Code latest edition (FBC) and NFPA 72 at the following locations.
 - a. Storage rooms.
 - b. Custodial closets.
 - c. Mechanical rooms.
 - d. Under wood structure stages.
 - e. A/C equipment room.
 - f. Concealed spaces between ceilings and floors or ceilings and roofs with combustible materials.
 - g. Smokestop doors.
 - h. At other locations according to code requirements.
 - i. Elevators lobbies.
 - j. Computer labs.
 - k. Electrical rooms.
 - l. Above the main fire alarm panel.
 - m. Chemical labs (smoke detectors and gas detectors).
3. In place of smoke detectors at locations with smoke, fume, or dust generation during normal activities, provide fixed temperature/rate of rise heat detectors according to NFPA 72.
4. Monitor sprinkler system water flows and tamper switches and the power, run, and fail supervisory circuits of fire pump controllers.
5. Specify 195-degree fixed temperature heat detectors at kiln rooms.



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6. Smoke detectors heads shall be installed after the construction is completed and the building is dust free.

P. Sequence of Operation.

1. Manual activation of any pull station or automatic activation of any area smoke detector, duct detector, heat detector, or water flow switch shall cause an alarm to be transmitted instantaneously to accomplish the following:
 - a. Display alarm at the control panel in the facility.
 - b. Transmit an alarm signal to Public Safety.
 - c. Sound horns complying with applicable codes throughout the facility.
 - d. Energize visual alarms complying with applicable codes throughout the facility. Visual alarms shall be non-silenceable.
 - e. Shut down ventilation and air handling units according to The Florida Building Code (FBC). Except high rise buildings with smoke evacuation system.
 - f. Release magnetic door holders in the protected fire zone area in alarm.
2. The activation of required smoke detectors in elevator lobbies, elevator shafts, or elevator machine rooms shall cause elevator cars to return nonstop to a designated lobby level. No other alarm-causing device shall capture the elevator.
 - a. If the smoke detector at the designated lobby level is activated, the cars shall return to an alternate level pre-accepted by authority having jurisdiction.
 - b. Comply with State Fire Marshall Rule 4A-47 and ANSI A117.1.
 - c. Provide warning lights for elevator lobbies according to ANSI A117.1.
 - d. At projects with either elevator ADA upgrades, a replacement fire alarm system, or an upgraded fire alarm system, verify and ensure elevator controllers, necessary equipment, and connections comply with recall and fire service requirements. A simple expansion of the system or adding devices or zones will not require recall and fire service compliance modifications.
3. Interface with the air handling equipment for emergency shut-off.
4. Interface with fuel shut-off system and with hood fire suppression system and provide the required component and supervised control wiring, with any signal originating from hood fire suppression system complying with the following:
5. Activate the fire alarm system.
 - a. Close the solenoid gas valves serving the equipment under the activated hood fire suppression system.
 - b. Activate local alarm (audible and visual per valve) on the fuel shut-off system.



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- c. Hood exhaust fan shall continue to operate, unless required to be shut down by the hood manufacturer.
- d. Initial and backup sources of power shall comply with requirements of – The Florida Building Code latest (FBC) and NFPA 72.
- e. Shut down electrical power under the hood area according to NFPA.
- f. Shut down supply air according to NFPA.

Q. System shall include recall signal and reset button.

R. Emergency mass notification system to be connected through fire alarm and to respond to fire alarm sequence.

28 20 00 VIDEO SURVEILLANCE

A. Provide CCTV coverage for the following locations at a minimum. Coordinate with MDC Office of Fire and Security for additional locations that may be required. Final camera layout shall be approved by MDC Office of Fire and Security.

1. Interior:

- a. Main Entries and Exits
- b. Emergency exits (exterior view)
- c. Common Areas and Hall ways
- d. ATM and Store front entrances
- e. Department areas and entrances
- f. Cafeteria and eating area

2. Exterior:

- a. Parking lot and garage entrances and exits
- b. Building Perimeters and exterior access doors
- c. Common areas

B. Provide one data drop and pathway from each camera location to the IDF Room. Refer to MDC Telecommunications requirements for pathways shall apply to CCTV data drops as well.

C. Power Requirements

- 1. Provide two independent 208V, 30A circuits to CCTV cabinet. Power shall be fed a standby emergency panel



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and from a central UPS, if one is being provided for the building.

- D. Mounting height: All cameras located within corridors or common spaces shall be mounted a minimum of 6'-8" AFF.
- E. Provide storage for 30 days.

28 40 00 LIFE SAFETY

28 48 00 Emergency Response Systems (Blue Phone)

- A. All MDC campuses have an emergency phone system "Blue Phone". For all new projects the A/E shall coordinate new "Blue Phone" locations with the Office of Emergency Management (OEM), IT, campus administration, and public safety on locations and security camera call up integration with emergency phones. The Office of Emergency Management (OEM) reviews all security related matters under construction for CPTED principles and Safe School Design. All emergency phones installed on any College site is manufactured by Code Blue. MDC IT specifies the specific model based on each project and application.
 - 1. General Placement: The emergency phones shall be placed in areas easily identifiable, properly illuminated and where the individual using them has the ability to "escape" if they were to feel threatened while calling for help/assistance.
 - 2. Inside Parking Garages: Following the general placement concept above, emergency phones inside Parking Garages shall be placed at each stairwell entrance or elevator lobby at all floors. **Blue light beacon is required.**
 - 3. Inside Parking Lots: Following the general placement concept above, emergency phones inside Parking Lots shall be placed no less than 200 ft. from each other. The equipment used has to include an area light to provide appropriate illumination where the phone is located. **Blue light beacon is required.**
 - 4. Open Plazas and Green Areas: Open Plazas and Green areas shall follow the same concepts and parameters as for Parking Lots above. **Blue light beacon is required.**
 - 5. Inside Office/classroom buildings: Following the general placement concept above, emergency phone shall be installed by the elevator lobby(ies). Recessed mounting is preferred for aesthetics. Exposed conduits and or boxes will not be allowed in new construction. **No Blue light beacon is required.**
 - 6. Provide power and data as required. In parking garages connect to the emergency generator lighting circuits, at parking lots, open plazas and green areas provide photovoltaic panel and cells.

NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and



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Contract Documents.

END OF DIVISION

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31 00 00 EARTHWORK

31 01 00 GENERAL

- A. All work shall be designed by a Professional Civil Engineer licensed in the State of Florida.
- B. The design of the Earthwork must be implemented so there is minimum impact on adjacent buildings, paved areas, vegetation or existing waterways and aquifer. The Design Professional shall specify that all excavation be implemented safely and in compliance with the Trench Safety Act. The Design Professional shall specify the Termite Control and note that all work shall comply with EPA Regulations.
- C. The design of the Earthwork and Auger Piles shall complement other disciplines designs in a sustainable and reliable fashion.
- D. MDC Campus and MDC Buildings Earthwork and Structural Systems must be designed to comply with the following objectives:
 1. Sustainable Design
 2. Minimum elevations of finished on-site grading and building lowest finished floor elevations shall comply with highest elevation requirements of:
 - a. Federal Emergency Management Agency (FEMA)
 - b. Federal Standard 44 CFR (National Flood Insurance Program)
 - c. Miami-Dade County Permitting, Environment and Regulatory Affairs - Natural Resources Regulation & Restoration Division
 3. Solutions with the best value considering a life cycle cost analysis to account for total project cost
- E. During the life span of a typical MDC building, many minor and major alterations are necessary. The flexibility to adjust to alterations easily must be designed into the building and underground systems from the outset. The design of the Underground systems shall provide enough capacity for future additions or renovations and allow modifications to be made in one area without causing major disruptions in other areas of the site. It is MDC's goal to build facilities equipped with the latest advances in technology. Making this concept a reality requires a comprehensive design for engineering systems that goes beyond the requirements of the immediate building program. It also requires a higher level of integration between architecture and engineering systems than one

DIVISION 31

EARTHWORK

This section contains the following:

31 00 01 GENERAL

31 10 00 SITE CLEARING

31 10 01 Dig Permits

32 20 00 EARTH MOVING

31 23 00 Excavation, Backfill, and
Compaction

31 23 19 Dewatering

31 30 00 EARTHWORK METHODS

31 31 00 Soil Treatment

31 31 16 Termite Control

31 60 00 SPECIAL FOUNDATIONS AND LOAD-BEARING ELEMENTS

31 62 13 Concrete Piles



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would usually expect in an office building. The design of the underground systems and other building components shall all be combined to produce a building that meets the programmed sustainability rating (LEED rating) of the specific project. In addition, the design work shall be done in accordance with all rules, regulations, and requirements of all authorities having jurisdiction.

- F. The Design Professional must ensure that all submittals and shop drawings are coordinated with other disciplines.
- G. Site clearing, dewatering, earthwork, excavation and termite control shall comply with the requirements of the applicable authorities having jurisdiction and with the in-force edition at the time of the project of the following codes and standards:
 - 1. Trench Safety Act - Florida Statutes, Chapter 553, Part VI
 - 2. Occupational Safety and Health Administration (OSHA) - Excavation Safety Standards
 - 3. American Society of Testing and Materials (ASTM) Standards
 - 4. Miami-Dade County Permitting, Environment and Regulatory Affairs
 - 5. Miami-Dade County Department of Public Works
 - 6. State of Florida Department of Environmental Protection (FDEP)
 - 7. Environmental Protection Agency (EPA) Regulations
- H. Auger Pile Design shall comply with the requirements of the applicable authorities having jurisdiction and with the in-force edition at the time of the project of following codes and standards:
 - 1. American Society of Civil Engineers – ASCE-705
 - 2. American Concrete Institute – ACI-301 and ACI-318

31 10 00 SITE CLEARING

- A. The Design Professional shall design the site clearing to include the following:
 - 1. Protection of all vegetation to remain. If an endangered plant species is found, provide an undisturbed area around it as required by FDEP.
 - 2. Removal of vegetation as required.
 - 3. The clearing and grubbing of obstructions, trees, shrubs and other vegetation, including grinding stumps and removing roots and debris.
 - 4. The stripping and stockpiling of topsoil and the removal of surplus topsoil.
 - 5. The Removal of existing above and below grade site improvements.



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6. The disconnection, capping or sealing, and removal of site utilities.
7. The installation of temporary erosion and sedimentation control measures.

31 10 01 Dig Permits

- A. Requirement for Permit: Prior to commencing any excavation, grading, trenching, boring (jacking or directional), or other related activity that involves penetration of the ground surface on all of MDC campuses, persons (including Builder) performing such operations are required to call Sunshine State Dig Permit 1-800-432-4770.
- B. Responsibility for Damage: Contacting Sunshine State Dig in no way transfers any responsibility or liability for the Builder's actions to the College. The Builder remains responsible for any and all expenses associated with the repair of utility lines damaged by the Builder and is responsible to fully restore all landscape features such as pavement markings, turf, mulch, trees, shrubs, curbs, sidewalks, roads and irrigation to original condition.
- C. There may exist on-site utilities that are private and Sunshine State Dig Permit may not have records or information. The Design Professional shall contact the MDC Project Manager for latest available utility information and may need to contract a utility locating company.

31 20 00 EARTH MOVING

- A. The Design Professional shall design the Earth Moving as follows:
 1. Design the preparation of subgrades including cutting and filling, as necessary, and compaction for slabs-on-grade, sidewalks, pavements, turf and grasses, and plants.
 2. Specify the methods for excavation, backfill and compaction for buildings and structures.
 3. Design of Subbase course, including compaction for concrete walks and concrete pavements.
 4. Design of Subbase course and base course, including compaction, for asphalt paving.
 5. Design of Subsurface drainage backfill for walls and trenches.
 6. Specify the methods for excavation, backfill and compaction of trenches for utilities and pits for buried utility structures.
 7. Specify that explosives are not allowed.
 8. Design of usage of drainage geotextiles and separation geotextiles wherever are necessary.
 9. Excavation:
 - a. Excavation design shall cause minimal disturbances to adjacent occupied areas.
 - b. Specify hand-excavation in tree and plant protection zones.



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- c. Specify the disposal of Surplus and Waste Materials:
Satisfactory soil to designated storage areas on Owner's property, waste materials and unsatisfactory soil off Owner's property.

B. Compaction as recommended by the geotechnical report or as follows:

- 1. Required compaction of subbase, subbase courses and surfaces as a percentage of maximum density as obtained by test procedures of ASTM D1557.
- 2. Compaction shall be as follows:

Under structures and building slabs, except footings, each layer.	95%
Under footings, top one foot of cut each layer of fill.	100%
Under pavements and sidewalk areas, top 12 inches, each layer.	95%
Under pavements and sidewalk areas, below 12 inches, each layer.	90%
Under landscaped areas, each layer.	85%

C. Testing requirements.

- 1. Testing: By MDC engaged agency.

31 23 00 Excavation, Backfill and Compaction

A. General:

- 1. All underground piping and electrical systems shall be inspected by MDC, which shall also witness all hydrostatic pressure testing before backfilling. The Builder must make requests for MDC inspection and witnessing well in advance.

B. Materials:

- 1. Sand and gravel shall be clean; all backfill products shall be free from foreign matter.
- 2. Specify mortar grade sand; gravel size should range from No. 4 screen retention to 1".



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**31****C. Execution:**

1. Specify pipe bedding procedures designed to prevent beam failure.
2. Sand backfill shall be compacted in layers to 12" above pipe.
3. All underground utilities and piping shall have identifying marker tape. All non-metallic pipe installed underground (except pipe containing electrical lines) shall have a tracer wire attached to the pipe. Refer to other sections for the requirements relating to the identification of underground utilities and piping.
4. All trenches and similar excavations shall be filled, compacted, and permanently resurfaced within, and not to exceed, 72 hours of completion of all work, testing, and inspections, unless exception is made by MDC Project Manager.

D. Safety:

1. Comply with all OSHA requirements.
2. It is the Contractor's responsibility to install and maintain adequate barricades to protect the public; simple stanchions are not adequate for unmanned sites. Excavation left unattended for any length of time are required, at a minimum, to have mesh orange safety fencing surrounding the working area. Excavations left overnight require lighting (flashing or steady burn) at each corner of safety fence and every 25 feet (or less) as applicable.
3. The MDC Project Manager shall be contacted in the event of potential safety issues and violations.
4. Provide all submittal and cost data, on payment breakdown, as required by the Trench Safety Act.

31 23 19 Dewatering**A. Dewatering shall be designed by the Contractor as follows:**

1. Contractor to be supplied with a copy of the geotechnical report.
2. Contractor to survey adjacent construction for settlement before and during dewatering.
3. Contractor to maintain water level as deep as necessary below bottom of excavation.
4. Contractor to comply with the regulations of Miami-Dade County Permitting, Environment and Regulatory Affairs and the Miami-Dade County Department of Public Works.

31 30 00 EARTHWORK METHODS**31 31 00 Soil Treatment**

MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**31**

- A. Soil treatment shall be required under all footings, slabs on grade, and sidewalks that adjoin new or existing buildings. Soil treatment shall not be applied until excavating, filling, compacting, and grading operations are complete.
- B. Soil treatment is also required beneath all components of modular structures being conveyed to the campuses for occupancy for more than one year. (This requirement does not apply to temporary construction office or storage trailers owned by the Builder and removed after completion of a project, or, temporary, leased, non-MDC owned modular structures to be occupied for less than one year.) All components of the structure that come into contact with soil, such as piers, footings, grade beams, slabs, stairs, decks, ramps and skirting shall have the adjacent soil treated. Treatment shall take place during the set-up process, thereby allowing more complete access for treatment of areas conducive to termite invasion.
- C. The Contractor shall exercise caution to prevent disturbance of the treated area. If any area is required to be re-treated, through no fault of the Owner or Architect/Engineer, it shall be done at the Contractor's expense.

31 31 16 Termite Control

- A. Termite Control as follows:
 - 1. The installer shall be licensed according to regulations of authorities having jurisdiction.
 - 2. Termicide installation shall comply with all required EPA regulations.
 - 3. The Warranty Period shall be five (5) years.
 - 4. Maintenance shall continue for twelve (12) months.

31 60 00 SPECIAL FOUNDATIONS AND LOAD-BEARING ELEMENTS**31 62 13 Concrete Piles**

- A. Piles shall be installed under the supervision of a qualified professional geotechnical engineer. Design Professional shall design the auger intrusion mortar cast in place piles as follows:
 - 1. Design Loads: As required for particular application.
 - 2. Quality Assurance:
 - a. Grout cubes during construction.
 - b. Evidence auger weight is sufficient to penetrate soil profile.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**31****3. Materials**

- a. Steel Reinforcement: Deformed reinforcing bars.
- b. Pile Accessories:
 - 1) Sheet metal collars at cut-off.
 - 2) Spacers to maintain vertical reinforcing in position.

4. Concrete: As required by pile capacity.**5. Installation:**

- a. Static pile tests to verify augering criteria and pile lengths and to confirm allowable load of piles.
- b. Damaged or defective piles withdrawn.
- c. Pile installation records compiled by qualified professional geotechnical engineer.

6. Field quality control

- a. Special Inspections: Pile foundations.
- b. Testing: By Owner engaged agency.
- c. Pile installation records compiled by qualified professional geotechnical engineer.

NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION



32 00 00 EXTERIOR IMPROVEMENTS**32 01 00 GENERAL**

- A. New facilities or additions to an existing facility require a comprehensive site analysis of the proposed project to identify opportunities, constraints, and any other design issues requiring resolution inclusive of topography, off-site/on-site utilities and specific demolition process where applicable.
- B. Site analysis shall address:
1. Existing topography, soil conditions, percolation and drainage.
 2. Sun exposure of proposed facility and spaces.
 3. Natural areas and existing landscaping within the site to be preserved.
 4. Prevailing breezes.
 5. Utilization of solar, wind and geothermal energy considerations.
 6. Existing and proposed accesses to site.
 7. Noise control to and from site
 8. Vibration and Settlement
 9. Views to and from site.
 10. Compatibility to adjacent and proposed land uses and buildings.
 11. Pedestrian and vehicular on-site and off-site circulation.
 12. Site features of historical or sociological significance.
 13. Existing roads and utilities.
 14. Provisions for relocatable buildings and future expansion as stated in this Design Criteria, or when required by the Educational Specifications.
- C. The following energy conservation and environmental concerns shall be addressed:
1. Use of xeriscaping.
 2. Water efficient irrigation systems.
 3. Limited use of hard surface areas.
 4. Use of landscaping for shading facility.
 5. Additional suggestions to help MDC continue to be a leader in energy conservation and environmental concerns.

DIVISION 32**EXTERIOR IMPROVEMENTS**

This section contains the following:

32 01 00 GENERAL

32 02 00 Civil

32 10 00 BASES, BALLASTS, AND PAVING

32 10 01 General

32 10 02 Paving and Surfacing

32 10 03 Electric Vehicle Supply Equipment Requirements

32 10 04 Protection of the Work

32 10 05 Repair of Pavement

32 12 16 Asphalt Paving

32 13 13 Concrete Paving

32 13 16 Decorative Concrete Paving

32 13 73 Concrete Paving Joint Sealants

(Continues)



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**32****D. Site design shall incorporate the latest design requirements of:**

1. Florida Building Code (FBC).
2. Americans with Disabilities Act and Accessibility Guidelines (ADA).
3. American Association of State Highway Transportation Officials (AASHTO).
4. American National Standards Institute (ANSI).
5. American Society for Testing and Materials (ASTM).
6. American Water Works Association (AWWA).
7. Board of Fire Underwriters (BFU).
8. Miami-Dade County Public Works Department (M-DCPW).
9. Florida Department of Transportation (FDOT).
10. Florida Department of Education (DOE).
11. Florida Department of Health (DOH).
12. Florida Department of Agriculture and Consumer Services (DOA).
13. Florida Department of Environmental Protection (FDEP).
14. Miami-Dade County Department of Regulatory & Economic Resources (RER).
15. National Arborist Association (NAA).
16. U.S. Consumer Products Safety Commission (CPSC).
17. Handbook for Public Playground Safety by the U.S. Consumer Product Safety Commission.
18. Other agencies having jurisdiction.

32 00 02 Civil**A. Site Access.**

1. Provide safe access by pedestrian and vehicular traffic.
2. Site design shall minimize traffic impact upon the surrounding community by proper coordination with existing off-site traffic systems.

B. Flood Criteria.

1. Minimum elevations of finish on-site grading and building lowest finish floor elevations shall comply with the highest elevation requirements of:
 - a. Federal Emergency Management Agency (FEMA).
 - b. Federal standard 44 CRF (National flood Insurance Program).
 - c. Miami-Dade County Permitting, Environment and Regulatory Affairs - Natural Resources Regulation & Restoration Division

32 14 00	Unit Paving
32 14 43	Permeable Unit Paving
32 17 13	Parking Bumpers
32 17 16	Manufactured Traffic-Calming Devices
32 17 23	Pavement Markings
32 18 01	Athletic Fields and Hardcourts

32 30 00 SITE IMPROVEMENTS

32 30 01	Bicycle Facilities
32 30 02	Guardrails
32 30 03	Traffic Signage
32 30 04	Traffic Signals
32 30 05	Vision Triangle
32 31 00	Fence and Gates
32 31 13	Chain Link Fences and Gates
32 31 19	Decorative Fences and Gates
32 33 00	Site Furnishings

(Continues)

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2. Variance from flood management criteria is not allowed.
- C. Safety.
1. A/E design shall provide for public safety, the safety of adjacent structures, and protection of existing conditions to remain during construction.
- D. Earthwork.
1. Comply with the requirements of Division 31 00 00 "Earthwork."
 2. Comply with the requirements of the Trench Safety Act, sections 553.60 through 553.64 Florida Statutes.
 3. Construction documents shall note "TRENCH WORK SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION EXCAVATION SAFETY STANDARDS, 29 C.F.R.S. 1926.650 SUBPART P".
 4. Construction documents shall identify and locate play fields and landscape areas with earthwork requirements different from building, paved areas, and utility earthwork requirements.
 5. Proposed paving and grading contours and tie back to existing grades at the perimeter of the project shall be shown on construction drawings.
 6. See Landscape in this division for tree protection.
 7. Coordinate on-site and off-site earthwork next to MDC perimeter. Provide plans, sections and details required for a timely completion.
 8. Prevent impermeable zones from forming.
- E. Coordination with Local Governments.
1. Pursuant to Florida Statutes, the MDC and non-exempt local governments are required to ensure that plans for the construction and opening of public educational facilities are coordinated with other necessary services.
- F. Traffic Study Report - A Traffic Study Report may be required for new MDC facilities and for some addition projects that increase student stations at an existing facility.
1. The A/E shall utilize the most recent Site Plan and all other information and drawings required to perform the Traffic Study.
 2. The A/E shall meet with the Miami-Dade County Department of Public Works to ascertain the scope of the Traffic Study required.
 3. The A/E shall not incorporate the recommendations from the Traffic Study until written approval has been received from MDC. The A/E shall incorporate all of the required information onto the construction

32 80 00 IRRIGATION

32 80 01 GENERAL

- 32 81 00 Irrigation Components and Guidelines
- 32 82 00 Irrigation Pumps
- 32 84 00 Planting Irrigation
- 32 84 13 Drip Irrigation

32 90 00 PLANTING

32 90 01 GENERAL

- 32 91 00 Planting Preparation And Guidelines
- 32 91 13 Soil Preparation
- 32 91 13.16 Mulch
- 32 91 13.19 Planting Soil Mixing
- 32 91 16 Planting Soil Stabilization
- 32 91 19 Landscape Grading
- 32 92 00 Turf and Grasses
- 32 93 00 Plants
- 32 96 00 Transplanting

(Continues)



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**32**

documents once approval has been received from MDC.

4. The A/E shall attend additional meetings including the DIC meeting(s) to resolve all of the issues relating to the Traffic Study Report.

32 10 00 BASES, BALLASTS, AND PAVING**32 10 01 General****A. Pavements, Signage, Road and Traffic Control Improvements.**

1. Life cycle cost analysis shall determine use of:
 - a. Asphalt concrete paving.
 - b. Portland cement concrete paving.
2. Locate utility poles and signage clear of traffic lanes.
3. Required public right-of-way improvements shall comply with M-DCPW and FDOT where applicable for permits, approvals and reviews.
4. Milling:
 - a. Milling shall be according to Florida Department of Transportation Standard Specification for Road and Bridge Construction – latest edition.
 - b. Milling shall be according to Florida Department of Transportation Standard Specification for Road and Bridge Construction – latest edition.
 - c. Milling may occur at the following locations:
 - 1) At signalized intersections.
 - 2) At areas with existing curbs and gutters, valley gutters, median curbs, traffic separators, etc.
 - 3) At lanes to achieve required cross slope.
 - 4) According to MDC due to existing or unforeseen conditions.
 - d. Milled areas deeper than 1 inch shall have an asphalt wedge where the milled surface meets the existing asphalt grade to minimize vehicular impact.
 - e. Resurfacing of milled areas shall be completed within 3 calendar days of the milling operation to minimize pothole development and inconveniences to the motoring public.
5. Provide the required signage and other traffic control devices located on right-of-ways in accordance with

PLANTING GUIDELINES**32 93 00 B GENERAL**

- 32 93 00 B.1 Tree Replacement
Notes and Guidelines
- 32 93 00 B.2 Recommended
Planting Lists
- 32 93 00 B.3 Prohibited Planting List
- 32 93 00 B.4 Typical Landscape
Details (SK-32.01- Sk-
32.11)



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FDOT, Miami-Dade County Public Works (M-DCPW) requirements and Manual of Uniform Traffic Control Devices (MUTCD) latest edition.

6. Traffic control and site signage shall comply with:
 - a. FDOT “Standard Specifications for Road and Bridge Construction”.
 - b. MUTCD
7. Locate signage clear of traffic lanes.
8. Provide road markings along drives and service areas to indicate fire lanes, no parking zones, loading zones and pedestrian crossings, etc.
9. Provide traffic signs which clearly indicate traffic flow requirements - examples:

BUS TRAFFIC ONLY - NO OTHER VEHICLES
VISITORS TRAFFIC ONLY

B. Concrete Slabs-on-grade, Sidewalks, Curbs and Gutters, and Wheel-stops.

1. Sidewalks, sloped paved areas, and curb cuts shall comply with M-DCPW and ADA.
2. Sidewalks that may be subject to maintenance trucks and other vehicular traffic, shall be a minimum of 6 inches in thickness.
3. The grading of adjacent landscaping materials or paved surfaces shall not permit storm water run-off to pond near, or sheath across adjacent walks.
4. Provide expansion and control joints as needed to prevent and control cracking, but as a minimum, provide the following:
 - a. Sidewalks shall be provided with saw-cut or formed control joints at intervals not to exceed 5 feet.
 - b. Expansion joints shall be provided at intervals not to exceed 20 feet, and as follows:
 - 1) At change in direction of the sidewalk.
 - 2) Where sidewalks abut concrete curbs and driveways.
 - 3) Where sidewalks come in contact with walls, columns, footings and similar structures.
 - c. Slabs-on-grade shall be provided with control joints not to exceed intervals of 15 feet in any direction.
5. Slope paved areas as needed to provide positive drainage, but not exceeding a cross slope of 1:50 at accessible routes for the disabled.

32 10 02 Paving and Surfacing



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A. Design Requirements:

1. Applicable Design Standard: Roadway construction shall be designed in accordance with the latest edition of the "Design Standards for the Design, Construction, Maintenance and Utility Operations on the State Highway System" and the "Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (commonly referred to as the "Florida Greenbook")," Florida Department of Transportation. To minimize the impact of thermal gradient differences between developed and undeveloped areas, designs shall incorporate a minimum of 50% of the site hardscape (roads, sidewalks, parking lots, etc.) in high-albedo or open grid paving materials or be shaded within five years of occupancy. Combinations of these strategies are permitted. The use of recycled asphalt paving and landscaping materials is encouraged to maximize the reuse of materials.
2. Design Guide For Bicycle Facilities: Bicycle lanes and paths should be designed in accordance with the latest edition of the "Florida Bicycle Facilities Planning and Design Handbook," issued by the Florida Department of Transportation and the "Guide for the Development of Bicycle Facilities" published by the American Association of State Highway Officials (AASHTO).
3. Design Guide for Pedestrian Facilities: Pedestrian pathways, crossings and other facilities should be designed in accordance with the latest edition of the "Florida Pedestrian Facilities Planning and Design Handbook," Florida Department of Transportation.
4. Design Guide for Traffic Control Devices: As required by Title 23 of the Code of Federal Regulations, Part 655.603, all traffic control devices including signs, signals, markings and other devices used to regulate, warn or guide traffic placed on, over, or adjacent to a street, highway, pedestrian facility, or bikeway shall be designed and installed in accordance with the latest edition of the "Manual on Uniform Traffic Control Devices (MUTCD)," U.S. Department of Transportation. Additional guidance for Florida-specific applications can be found in the "Traffic Engineering Manual," Florida Department of Transportation.
5. Online Resources: Most publications of the Florida Department of Transportation (FDOT) are available at www2.dot.state.fl.us/proceduraldocuments.
6. Requirement for Design By Professional: Roadway design, including bicycle lanes (on-road) and paths (off-road), shall be by a Florida-licensed professional engineer.

B. Roadway Construction:

1. Applicable Technical Specifications for Construction: Construction procedures shall follow the usual practices of the Florida Department of Transportation for work of similar character and extent. The provisions and specifications of the latest versions of the "Standard Specifications for Road and Bridge Construction, Division II and Division III," and "Plans Preparation Manual, Volume I and II," Florida Department of Transportation shall apply, where applicable, except where modified herein or specifically designated otherwise. References to compensation do not apply. Where reference is made to the



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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"engineer," substitute the appropriate representative of the Physical Plant Division.

2. Minimum Requirements: New pavement sections should have a minimum 6" base of Florida Limerock, compacted to 95% of maximum density. Paving should be 1 1/4" (minimum) Type SP-12.5 Asphaltic Concrete.

C. Road Closures and Traffic Maintenance:

1. In no case shall a road be closed in its entirety. At least one lane of traffic will be maintained at all times. Special permission for an off-road detour may be granted in some cases; permission shall be obtained through the College's Project Manager.
2. Traffic control measures such as barricades and flagman shall be provided in accordance with maintenance of traffic standards of the Florida Department of Transportation and Part 6 of the MUTCD.
3. Pedestrian Traffic: Pedestrian traffic affected by roadway construction shall be guided as necessary toward a safe alternate route as required by the Manual on Uniform Traffic Control devices for Streets and Highways.
4. An ADA-compliant alternate path of travel shall be operational prior to the start of any project and shall be maintained throughout the duration of any construction project.
5. An alternate path of bicycle travel shall be maintained throughout the duration of any construction project.

D. Bicycle Lanes and Paths:

1. Provision Requirement: All new road construction, or major reconstruction of existing roads, shall accommodate bicycle traffic through the provision of on-road bicycle lanes or off-road bicycle paths. On-road bicycle lanes are preferred.
2. Connection Requirement: New bicycle lanes and paths shall connect to existing bicycle lanes and paths.
3. Lighting Requirement: New bicycle lanes and paths shall be adequately lit. Consult with Section 16500 within these Standards regarding lighting design.
4. Bicycle Lane Construction: On-road bicycle lane construction shall not differ in construction (i.e. type of materials used, level of compaction, or cross-sectional thickness of materials) from adjacent vehicle traffic lanes. Bicycle lanes shall be designed and constructed in accordance with the "Guide for the Development of Bicycle Facilities" published by the American Association of State Highway Officials (AASHTO) and the "Florida Bicycle Facilities Planning and Design Handbook," issued by the Florida Department of Transportation.
5. Bicycle Path Construction: Off-street shared-use paths for use by bicyclists shall be a minimum 10' wide path consisting of a minimum 4" thick Florida Limerock base with a minimum 1" thick Type SP-9.5 asphaltic concrete surface course. Although the above- described section is acceptable, a concrete bicycle path is preferred due to its durability and ease of maintenance. Bicycle paths that are anticipated to carry some degree of motor vehicle traffic for service, emergency or other purposes, shall be constructed with surface and base specifications provided in this section for service drives. Off-street shared-use paths for use by



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bicyclists shall be designed and constructed in accordance with the "Guide for the Development of Bicycle Facilities" published by the American Association of State Highway Officials (AASHTO) and the "Florida Bicycle Facilities Planning and Design Handbook," issued by the Florida Department of Transportation.

E. Service Drives:

1. Concrete Construction

- a. Concrete service drive roadways shall be a minimum 6" thick.
- b. A light broom finish is standard.

2. Asphalt Construction: Asphalt service drives shall have a minimum 8" base of Florida Limerock, compacted to 95% of maximum density. Paving shall be a 2" minimum of Type SP-9.5 Asphaltic Concrete.

F. Sidewalks:

1. General: Separate sidewalks shall be provided with all new road construction, or major reconstruction.
2. Construction Requirements:
 - a. Concrete sidewalks shall to be a minimum of 4" thick (6" thick in areas subject to traffic).
 - b. Sidewalk width shall be a minimum of 5' and shall match surrounding sidewalk patterns and widths. Sidewalks adjacent to roadways shall be separated by a minimum 3' wide planting strip. Where physical constraints require that sidewalks be constructed immediately adjacent to roadways, they shall be constructed of a minimum 6' width.
 - c. Expansion joints shall be a maximum of 20' apart, with saw cuts a maximum of 5' apart.
 - d. Brick and precast unit paving materials are encouraged in public spaces such as major entry areas, important connector zones and as visual extension of architectural surface and color in contrast to expanses of concrete. Materials and colors shall be selected that are compatible with the surrounding architecture and promote continuity.
 - e. Special attention shall be paid to ADA compliance when these materials are used in order to ensure uniformity of surface, necessary curb ramp treatments, and other such provisions. High compressive strength pavers with minimum water absorption are recommended. Adequate base materials need to be provided under all pavement as needed for stabilization and to support anticipated loads. Use of removable interlocking pavers set without mortar joints is recommended in areas where future repairs or access to underground utilities is anticipated.
 - f. Annunciators: Shall be provided as required per ADA.

G. Surface Parking Lots:



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1. While surface parking lots will typically be constructed of asphalt, alternative permeable surfaces such as turf blocks should be considered wherever practical to mitigate stormwater impacts.
2. To provide a landscape area for parking lot canopy shade trees and to reduce the expanse and visual impact of parked cars, planting medians shall be integrated into parking lots. Such planted medians can be placed on the end of parking aisles or designed as interior and median islands, but their placement shall be coordinated with the parking lot lighting plan in order to minimize disruption of the lighting distribution due to planted islands with shade trees. Planted islands and medians should accommodate shade trees and be delineated with curbs to prevent vehicles from parking on the planting island.
3. Surface parking lots shall include a pedestrian circulation system that provides access from the parking area to the building entrance, major bus stops or other critical access points. The circulation system shall be adequately lit and appropriately signed and marked in accordance with this and other sections of these Standards. Shrub material taller than two feet in height is not recommended along pedestrian walkways within surface parking lots.
4. Parking areas shall be fully curbed, except behind wheel stops. Use poured-in-place concrete or reinforced extruded curbing.
5. Provide pre-cast wheel-stops to comply with applicable Miami-Dade County requirements.

H. Vanpool/Carpool Parking

1. Preferential parking for vanpool/carpool shall be provided for all parking areas having fifty (50) or more parking spaces as follows:
 - a. At least ten (10) percent of the minimum employee or student spaces required shall be designated for exclusive use by vanpools/carpools.
 - b. Spaces reserved for exclusive use by vanpools/carpools shall have a minimum width of nine and one-half (9 1/2) feet and be clearly marked for vanpool/carpool use.
 - c. Vanpool/carpool spaces shall be generally located closest to the primary entrance for employees or students utilizing such spaces but not closer than spaces for accessible parking or visitor parking. For parking areas with more than twenty (20) required vanpool/carpool spaces and more than one primary entrance, fifty (50) percent of all of the required vanpool/carpool parking may be clustered in one or more centralized, convenient locations.
2. In case of enlargement of a building or a change in the use of a building, the number of parking spaces required shall be based on floor area or capacity of the entire use of the building. If the building is part of a larger existing use with multiple buildings, only the subject building shall meet the parking requirements.
3. Reduction of Minimum Off-Street Parking Based on Vanpool/Carpool as follows:



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- a. Parking Areas having fifty (50) or more parking spaces may reduce total minimum parking space requirements by two (2) standard spaces for every one (1) vanpool/carpool space provided.

32 10 03 Electric Vehicle Supply Equipment Requirements

- A. All new parking garages and surface parking lots shall be provided with Electric Vehicles Charging stations. (EVSE) in accordance with Florida Building Code and Miami-Dade County Ordinance Section 33-122.5 as per the following provisions:

1. Definitions.
 - a) Electric Vehicle or EV shall mean any vehicle that operates either partially or exclusively on electrical energy from an off-board source that is stored on-board for motive purpose.
 - b) Electric Vehicle Supply Equipment or EVSE shall mean a unit of fueling infrastructure that supplies electric energy for the recharging of electric vehicles and plug-in hybrids.
 - c) EVSE Space shall mean a parking space equipped with, at a minimum, Level 2 EVSE that is capable of charging electric vehicles.
 - d) EVSE-Ready Space shall mean a parking space with full circuitry installed in accordance with the Florida Building Code and ready for the charger to be connected.
2. Required Number of EVSE Spaces and EVSE-Ready Spaces. The number of required EVSE Spaces or EVSE-Ready Spaces shall be determined based on the total number of parking spaces, as shown in the table below. EVSE Spaces shall count toward parking requirements; however, in no event shall providing such spaces reduce the number of parking spaces for the physically disabled below the quantity required.

Total Number of Required Parking Spaces	Minimum Required EVSE-Ready Spaces (On or after January 1, 2022) *
Up to 9 spaces	0
10 or more	20 percent of the required parking spaces, but in no event less than 1 EVSE-Ready Space.
* In the event of a fraction, the number shall be rounded up.	



- a. Signage and Markings. All electric vehicle parking spaces shall be prominently designated with a permanent above-ground sign which shall conform to Figure 1 below entitled "Electric Vehicle Charging Station Sign." The bottom of the sign must be at least 5 feet above grade when attached to a building, or 7 feet above grade for a detached sign. The property owner or operator may establish the hours during which vehicles may be charged and the length of charging time permitted per vehicle, provided such information is depicted on the sign in the manner shown in the figure below.

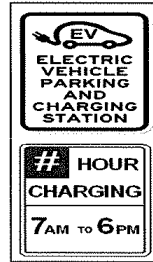


Figure 1. Electric Vehicle Charging Station Sign

32 10 04 Protection of the Work

- A. Temporary Barricades: Throughout the duration of the Contract, the Constructor shall provide temporary barricades, properly lighted, to keep traffic off the current portion of the work. Barricades must be rigid. Tape or ribbon barricades allowed only as a supplement to rigid barricades.
- B. Protection of Adjacent Surfaces: The Constructor shall protect exposed surfaces adjacent to the work from physical damage resulting from construction activities, and from becoming stained during application of paving materials. The Constructor shall clean, repair, or replace, as required, surfaces damaged during the course of the work at no additional expense to MDC.
- C. Protection from Graffiti: Newly poured concrete roads, streets, curbs, or sidewalks shall be protected and guarded

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from graffiti from passersby until the concrete has cured to resist such molestation. Failure to prevent graffiti, or other such vandalism, shall result in the new concrete being removed and replaced. This requirement shall warrant the Constructor in taking the necessary steps in preventing such incidents, which shall include guarding the project after normal working hours.

32 10 05 Repair of Pavement**A. General:**

1. All roads, streets, service drives, or sidewalks, whether concrete or asphalt construction, shall be restored (repaved) within 3 days from the time of backfilling and compaction.
2. Cuts made through any paved surface shall be made by saw cutting and must be repaired in a non-discernible fashion.
3. The cross-sectional thickness of materials used in repairing a section of roadway shall match the adjacent roadway.

B. Concrete Pavement:

1. Cuts through concrete shall be repaired by replacing the section between the nearest two joints - either construction or expansion.

C. Asphalt Pavement:

1. Cuts through asphalt shall be repaired so that depressions or humps do not develop. If they do, they shall be corrected, at the Constructor's expense.
2. Asphalt and base compaction by "normal traffic" is not permitted. Proper compaction for the depth of the cut is required.

D. Repair of Pavement Markings:

1. When cuts are made through any paved surface and the cuts extend through the pavement markings, the replaced pavement shall be marked to match the existing.

32 12 16 Asphalt Paving

- A. The Design Professional shall design the asphalt paving as follows:



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1. Asphalt materials:
 - a. Asphaltic concrete surface as per FDOT Section 916.
 - b. Limerock base as per FDOT Section 911
2. Design mixes:
 - a. Asphaltic concrete pavement as per FDOT Section 334.
3. Installation:
 - a. General construction requirements as per FDOT Section 330.
 - b. Milling of existing asphalt pavement as per FDOT Section 327.

32 13 13 Concrete Paving

A. The Design Professional shall design the concrete paving, which includes concrete pavement, curbs, curb and gutter, valley gutter and concrete sidewalks, as follows:

1. Materials:
 - a. Portland cement, water, admixtures and curing materials as per FDOT Sections 921, 923, 924, and 925.
 - b. Limerock base as per FDOT Section 911.
2. Installation:
 - a. Portland cement concrete as per FDOT Sections 346, 347 and 350.
 - b. Sidewalks within vehicular use areas or subject to vehicular traffic:
 - 1) Six (6) inches thick
 - 2) Expansion joints shall not exceed twenty (20) feet
 - c. Sidewalks for pedestrian use only:
 - 3) Four (4) inches thick.
 - 4) Unreinforced with troweled joints.
 - 5) Expansion joints shall not exceed twenty (20) feet and shall be the full thickness of the walk.
 - 6) Control joints shall not exceed five (5) feet and shall be troweled to a depth of 1/3 that of the



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thickness of the walk.

- d. Curbing to comply with FDOT Index No. 300.

32 13 16 Decorative Concrete Paving

- A. The Design Professional shall design the decorative concrete paving as follows:

- 1. Materials:

- a. Portland cement, water, admixtures and curing materials as per FDOT Sections 921, 923, 924, and 925.
- b. Limerock base as per FDOT Section 911
- c. Colors compatible with Portland cement admixtures and curing materials.

- 2. Installation:

- a. Portland cement concrete as per FDOT Sections 346, 347 and 350.

32 13 73 Concrete Paving Joint Sealants

- A. The Design Professional shall design the concrete paving joints materials as follows:

- 1. Materials and Installation:

- a. Concrete joint sealants as per FDOT Section 932.

32 14 00 Unit Paving

- A. The Design Professional shall design the unit paving as follows:

- 1. Materials:

- a. Standard paver shall be Oldcastle Coastal or approved equal by the MDC Project Manager.

- 2. Colors:



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- a. Paver samples and color to be submitted to MDC Project Manager for approval as selected for each campus.
- 3. Sizes:
 - b. Standard manufacture's square or rectangular sizes, no polygonal allowed.
- 4. Design requirements:
 - a. Color mixing allowed in borders, band or geometrical patterns; random mixing is prohibited.
 - b. Herringbone pattern using Beige pavers without aggregate is preferred where subject to vehicular traffic, paver size as required for best resistance to vehicular loads.
 - c. Design layouts to avoid or minimize paver cutting.
 - d. A sampler paver must be submitted before work is approved to begin.
- 5. Installation:
 - a. Per manufacture specifications.
 - b. Standard design can be changed only when authorized by the MDC Project Manager. Joints should be broom in using round silica sand for compaction. The sand must be broom sweep into the paver's joints to maintain their position in the hardscape. The pavers and the concrete band will evenly meet with no tolerance greater than an eighth (1/8) of an inch for conformance with ADA.
 - c. Provide a one (1) inch sand bed.
 - d. Simulate heavy rain conditions to judge uneven settlement, and re-level pavers as necessary. Inspect pavers again 30 days after acceptance by MDC and make further leveling adjustments if uneven settlement is detected.

32 14 43 Permeable Unit Paving

- A. The Design Professional shall design the permeable unit paving as follows:
 - 1. Materials:
 - a. Standard paver shall be Oldcastle Coastal or approved equal by the MDC Project Manager.
 - 2. Colors:



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- a. Paver samples and color to be submitted to MDC Project Manager for approval as selected for each campus.
- 3. Sizes:
 - a. Standard manufacture's square or rectangular sizes, no polygonal allowed.
- 4. Design requirements:
 - a. Color mixing allowed in borders, band or geometrical patterns as approved by MDC campus; random mixing is prohibited.
 - b. Design layouts to avoid or minimize paver cutting.
 - c. A sampler paver must be submitted before work is approved to begin.
- 5. Installation:
 - a. Per manufacture specifications.
 - b. Standard design can be changed only when authorized by the MDC Project Manager. Joints should be broom in using granite chips for compaction. The granite chips must be broom sweep into the paver's joints to maintain their position in the hardscape. The pavers and the concrete band will evenly meet with no tolerance greater than an eighth (1/8) of an inch for conformance with ADA.

32 17 13 Parking Bumpers

A. The Design Professional shall specify the parking bumpers as follows:

- 1. Product: Parking bumpers:
 - a. Concrete wheel stops:
 - 1) 4,000 PSI minimum compressive strength.
 - 2) 6 inches high by 8 inches wide by 72 inches long.
 - 3) Provide chamfered corners, transverse drainage slots on the underside and a minimum of two factory-formed or drilled vertical holes through wheel stop for anchoring to substrate.
 - 4) Assigned/labeled parking bumpers must be indicated on drawings. Assigned/labeled parking bumpers will include but not limited to "SERVICE", "VISITOR", "RESERVED". Coordinate with MDC for additional requirements.



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- a. One parking bumper per parking stall.
- b. Five eighth (5/8) inch round reinforcing bars driven eighteen (18) inches into the ground.

B. Parking bumpers shall meet Florida Department of Transportation standards or be an approved equal.

32 17 16 Manufactured Traffic-Calming Devices

A. The Design Professional shall specify the manufactured traffic calming devices as follows:

1. Product: Traffic calming devices:

- a. Speed bumps and humps Solid, integrally colored, 96 percent postconsumer or commingled post-consumer and pre-consumer recycled rubber or plastic; UV stabilized. Provide factory-formed or drilled vertical holes for anchoring to substrate.
 - 1) Speed bump: 2 inches high by 10 inches wide by 72 inches with tapered, square, or rounded ends.
 - 2) Speed hump: Modular assembly 4 inches high by 14 feet in overall width with overall length as dimensioned on drawings; and with tapered, square or rounded ends.

2. Installation:

- a. Galvanized steel spikes as per manufacturer written recommendation for heavy traffic.
- b. Bed of adhesive for adhesion to pavement with heavy traffic as per manufacturer written recommendation.

32 17 23 Pavement Markings

A. General:

- 1. Applicable Design Standards: All pavement marking shall be in accordance with the latest edition of the "Manual on Uniform Traffic Control Devices (MUTCD)," U.S. Department of Transportation.
- 2. Type: Exterior Grade Latex Paint shall be used for all pavement markings, except in areas protected from weather or otherwise specified herein where thermoplastic striping is permitted.
- 3. Thermoplastic Striping: All thermoplastic striping shall be a Florida Department of Transportation approved mix that minimizes the slipperiness of the marking surface.



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4. Parking Striping Details: Typical parking striping shall comply with Miami-Dade County.
- B. The Design Professional shall design the pavement markings as follows:
1. Materials:
 - a. Pavement markings paint:
 - 1) Alkyd-resin type as per AASHTO M248
 - 2) Alkyd pavement marking paint as per MPI No. 32.
 - 3) Latex pavement marking paint as per FS TT-P-1952 or MPI No. 97.
 - b. Glass beads.
 2. Installation:
 - a. Specify color and stripe width.
 - b. Pavement to age for 60 days before starting pavement markings.
 - c. Provide a minimum wet film thickness of 0.15 mils.
- C. Roads:
1. Traffic Markings: Six-inch (6") wide painted striping shall be used for traffic markings on all Campus roads, drives, and service drives. Paint shall be applied at a minimum wet film thickness of 15 mils. Materials and application methods for all traffic markings shall be in accordance with FDOT "Standard Specifications for Road and Bridge Construction," latest revision.
 2. Markings for On-Road Parking: To accommodate the possibility of future adjustments to the parking layout, pavement markings for on-road parking shall be made with white latex paint. Typical striping details for parking are shown at the end of this section.
 3. Crosswalks:
 - a. General: Crosswalk placement and design shall be in accordance with the MUTCD. To help ensure the use of marked crosswalks in heavy pedestrian concentration areas, special consideration shall be given to their location relative to construction or proximity of sidewalks, paths, guardrails, retaining walls, or shrubbery as a means for controlling existing pedestrian crossing movements within a defined path (from FDOT's Traffic Engineering Manual).



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4. Minimum Configuration at Parking Lot and Service Drive Locations: Marked ladder-style crosswalk in accordance with standard ADA compliant curb cuts at the end points of crosswalk.

D. Parking Garages:

1. Thermoplastic striping shall be used for traffic markings and for designating parking spaces in all Campus parking garages. Material and application shall be in accordance with the Florida D.O.T.'s "Standard Specifications for Road and Bridge Construction", latest revision. Typical striping details for parking are shown at the end of this section.

E. Surface Parking Lots:

1. To accommodate the possibility of future adjustments to the parking layout, pavement markings in surface parking lots should be made with white latex paint.

F. Bike Paths and Lanes:

1. Bicycle Lane Markings: Pavement marking dimensions and placement shall be consistent with Part 9, MUTCD and include lane edge lines, a bike symbol (rather than the optional word "Bike"), the word "Lane", and a directional arrow. MDC requires painted (white latex) bicycle lane markings. Latex paint is preferred due to possible slip hazard. "No Parking" signs (R8-3a in the MUTCD) shall be installed as a subplate to the bicycle lane sign (R3-17 in the MUTCD). The dotted line lane edge marking as indicated in the MUTCD shall be used for all bus stops and locations with heavy right turn motor vehicle volumes.
2. Bicycle Path Markings: Pavement marking dimensions and placement shall be consistent with Part 9, MUTCD. Additional guidance can be found in the FDOT and AASHTO references already cited, along with the Trail Intersection Design Handbook and Designing Trail Termini reference report produced by the Florida Department of Transportation.
3. Curb Inlets, Storm Drains, and Other Potential Hazards: Where hazards to bicyclists cannot be eliminated, the typical obstruction pavement marking is required to make the hazard more visible as depicted in Figure 9C-7 of the MUTCD.

G. ADA Compliance:

1. Refer to the Florida Accessibility Code for Building Construction (Florida Building Code, Chapter 11.)

32 18 01 Athletic Fields and Hardcourts**A. General Requirements:**

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1. Separate high noise generating exterior activity areas from administration, teacher lounges, music and other educational program areas requiring normal or specialized sound control.
2. All playfields areas shall be properly irrigated, sodded and drained.
3. A 10-foot separation, with no drainage structures, vertical obstructions or changes of finish grade elevations, shall be provided around perimeter edge of all playfields, hardcourts, track or any other athletic component.
4. Athletic fields shall be designed and constructed for the referenced program and to meet standard dimensions of the game for which they will be used. Contours are very important since these provide for fast removal of surface water to maintain desirable playing conditions.
5. Provide continuous concrete walkways from appropriate building exits and/or Parking Areas to the Primary Play Area, the Field Equipment areas, the hardcourts, the tennis courts, and athletic field areas including but not limited to the Track, the baseball and softball fields and the multi-purpose playfields.
6. The A/E shall specify that the impact attenuation performance of the Safety Surface shall be documented by a certificate of compliance.
7. Design of the Safety Surfaces shall comply with ADA accessibility requirements.
8. The design of the Safety Surface shall accommodate all playground and play-structure equipment and their foundations.
9. Safety Surfaces shall comply with all the requirements indicated in this Division and MDC Master Spec Guidelines.

32 30 00 SITE IMPROVEMENTS

32 30 01 Bicycle Facilities

A. Design Guide for Bicycle Facilities:

1. Bicycle facilities should be designed in accord with the "Florida Bicycle Facilities Planning and Design Manual," issued by the Florida Department of Transportation (FDOT) and the "Guide for the Development of Bicycle Facilities" published by the American Association of State Highway Officials (AASHTO).
2. Bicycle parking spaces required as follows:

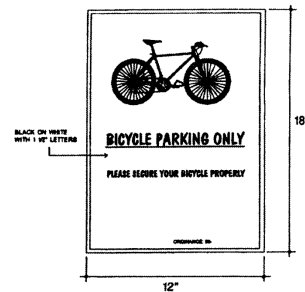


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Total Parking Spaces in lot	Required Number of Bicycle Parking Spaces:
25 to 50	4
51 to 100	8
101 to 500	12
501 to 1000	16
over 1000	four (4) additional spaces for each 500 parking spaces over 1000.

3. All bicycle facilities should be provided with a sign 12" x 18" as follows:



B. Bicycle Racks:

- The standard parking structure used by the MDC for supporting and securing a bicycle is the black "inverted U" style bicycle rack. This rack is made of 40 gauge-galvanized steel covered with white PVC material. Other



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style racks may be acceptable for specific locations with approval to be obtained by the Project Manager prior to installation. Alternate rack styles shall be considered acceptable only if they meet each of the following criteria:

- a. Constructed of durable materials with no moving parts;
- b. Able to accommodate various styles of bicycles and locks (including narrow U-locks);
- c. Able to support the bicycle by the frame;
- d. Enable the bicycle to be secured at multiple points including both wheels and the frame;
- e. Designed with a profile that has no protruding parts, and will not create a trip hazard to pedestrians; and
- f. Design so that the proper method of use is obvious, and that improper parking will not decrease rack capacity.
- g. Surface mounted bicycle racks shall not be allowed.

2. Bicycle parking displaced by construction shall be relocated with a temporary rack.

C. Placement and Arrangement of Bicycle Racks:

1. The "inverted U" rack is designed to secure two bicycles fastened to vertical supports by a "U lock" or cable. Most bicycles are approximately 68 inches in length. When properly secured to the "inverted U" style rack, a back wheel of the bike projects out about 3-4 feet from the vertical support of the rack.
2. Rows of "U" racks should be arranged to allow for ample maneuvering on a concrete pad. The edge of the concrete pad perpendicular to the direction of bike parking is to be at least 6 feet wide to ensure the rear tire of a secured bike does not rest on the ground or lawn and that there is ample walk space behind the bicycles.

D. Other Bicycle Amenities:

1. An effort is to be made to locate bicycle parking as close to the principal entrance to a building as feasible in order to enhance security of the bicycle and the cyclist and also as a means of encouraging bike usage through convenience, efficiency and the provision of superior facilities. When a building is located close to a parking garage and/or open lot, racks may be located at the parking facility closest to the building entrance in lieu of installation near the building entrance. Bike racks shall be located within 200 yards of a building entrance and in proximity to a changing/shower facility.

32 30 02 Guardrails

- A. Guardrails shall meet Florida Department of Transportation standards.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**32****32 30 03 Traffic Signage****A. Street Name and Signs:**

1. Shall comply with Miami-Dade County Public Works Standards.

B. Traffic Signs:

2. Traffic signs for placement along MDC roads and drives shall comply with M-DCPW and MUTCD.
3. Traffic signage shall be designed in accordance with the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," U.S. Department of Transportation.

32 30 04 Traffic Signals

- A. Traffic signals shall be designed in accordance with the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," U.S. Department of Transportation, and in accordance with M-DCPW Standards.

32 30 05 Vision Triangle

- A. The vision triangle is a portion of land on the corner of intersecting roads and/or driveways where nothing is permitted to be built, placed, or grown that would limit or obstruct the sight distance of motorist entering or leaving the intersection. The purpose of the vision triangle is to ensure that there is adequate and safe visibility at intersections. The American Association of State Highway and Transportation Officials (AASHTO) Standards (most recent version) shall govern the vision triangle definition. MDC shall prohibit the construction, erection, placement, growth, maintenance or allowance of any building, structure, fence, wall, sign, canopy, vegetation, or obstruction of any kind within the vision triangle that impede views in the vertical plane between two-feet from ground level and eight-feet from the ground level. Diagrams of vision triangle dimensions can be found in the AASHTO Standards and also in the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards, 2000 Edition, Standards Index 546.

32 31 00 Fences and Gates**A. Fences and Gates**

1. MDC fencing shall comply with applicable zoning requirements. An ordinance will have precedence over a design criteria item. Coordinate fencing plan review with appropriate agencies and MDC.
2. Fencing materials and gates, including framing, 9 gage fabric, hardware and ancillary materials, shall be hot



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dipped galvanized steel and conform to the appropriate ASTM standards. After installation, metal with the protective coating breached shall be treated with an accepted galvanizing anti-corrosive paint.

3. Lead-based paints or primers are not allowed.
4. Temporary construction chain-link fencing shall be 6 feet or higher and shall be provided with top and bottom rails. Provide a mid-rail when chain-link fencing is 8 feet or higher.
5. For permanent chain-link fencing, provide a top and bottom rail; provide a mid-rail for chain-link fencing 8 feet or higher.
6. Areas designated to receive fencing includes but are not limited to site perimeter, playfields, parking lots, bicycle storage areas, mechanical equipment areas, hazardous storage areas and water retention areas. Permanent fencing shall be provided as follows:
 - a. 6'-0" high chain-link fence at site perimeter.
 - b. 10'-0" high (minimum) chain-link fence at perimeter of baseball and softball fields.
 - c. 10'-0" high chain-link fence around perimeter of tennis courts, with a minimum of two (2) 4'-0" W x 7'-0" H lockable gates remotely located. Note: If the tennis courts are arranged in clusters that are stacked adjacent to each other in the north/south direction, separate each cluster with a 10'-0" high chain link fence containing a minimum of one (1) 4'-0" W x 7'-0" H lockable gate.
7. Gates and Fence Openings.
 - a. Unless otherwise specifically indicated in the MDC Design Standards, provide all fenced-in areas 3'-0" wide (minimum) x full height lockable gates.
 - b. At service yards, provide a 20'-0" clear-opening vehicular double-gate, and two remotely located pedestrian gates 3'-0" wide x fence height.
 - c. All openings through fences shall have gates with locks, except at baffle gates. Provide panic hardware when required by Code.
 - d. To other fenced areas according to program requirements.
 - e. All hinged gates shall swing inward over level ground and without obstructions. Provided a 2-inch maximum ground clearance along the full swing of all gates.
 - f. Consider use of rolling gates at the following locations:
 - 1) Where space for the use of a swing gate is limited.
 - 2) Where adjacent ground elevations, and/or landscaping would interfere with proper and safe operation of a swing gate.
 - 3) Where the use of a swing gate would obstruct pedestrian or vehicular traffic.
 - 4) When rolling gates are specified, they shall not exceed 12 feet in clear opening or 15 feet in total gate length.



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- g. Baffled Openings at Chain Link Fencing: Provide “pedestrian-use only” baffled openings along the perimeter fence of playfields located adjacent to residential areas. Provide baffled openings only if the adjacent portion of the facility is secure. Baffled openings shall consist of a 4-foot wide opening located on the perimeter fence, with a 10-foot wide chain-link fence panel of equal height as the adjacent fence, set 3-feet inside the fence line to create two remote access points.

- 8. The use of barbed wire is not allowed.

32 31 13 Chain Link Fences and Gates

- A. The Design Professional shall design the chain link fences and gates as follows:

- 1. General requirements:

- a. Wind loading as per ASCE 7 and the Florida Building Code.
- b. Exposure category C.
- c. Fence height to match existing.

- 2. Materials:

- a. Fabric shall be in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with CLFMI Product Manual and with requirements indicated below:
 - 1) Fabric Height shall match existing MDC fencing.
 - 2) Steel Wire Fabric: Wire with a diameter of 0.148-inch (9-gauge) zinc coated.
 - 3) Mesh size: Two (2) inches.
 - 4) Selvage: Knuckled edge to be on top, twist on the bottom.
 - 5) Fence and gate fabric to be PVC coated class 2b wire (green or black in color) as per ASTM F668. Thickness of coating 0.025 inch.
- b. Posts and rails: Strength requirements shall conform to ASTM F-699, and fence manufacturers written recommendations.
 - 1) Pipe shall be straight, true to section, materials and sizes specified.
 - 2) Post and rail coatings to comply with the heavy-duty industrial fence requirements in ASTM F668. Zinc coating and PVC coating shall be the same type, thickness and color as indicated for fabric.



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- c. Fittings and accessories: Coating shall be the same as indicated for fence fabric.
- d. Gates:
 - 1) Swing gates: Comply with ASTM F900.
 - 2) Sliding gates: Comply ASTM F1184.
- 3. Installation:
 - a. The contractor shall examine areas and conditions, with installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting the performance of the work.
 - b. Installation will not begin before final grading is completed.
 - c. Installation will not commence until unsatisfactory conditions have been corrected.
 - d. Installation of the chain-link fencing to comply with ASTM F 567.
 - e. Specify diameters and spacing for drilling or hand-excavation of holes for posts. These holes are to be in firm, undisturbed soil.
 - f. Specify post setting.
 - g. Specify concrete fill:
 - h. Specify terminal posts and line posts: Space line posts uniformly at 10 feet on center maximum. Tension Wire: Install according to ASTM F 567.
 - i. Chain-link fabric shall be applied to outside of enclosing framework. In addition, specify that 2 inches be left between finish grade and bottom selvage unless otherwise indicated. A bottom pipe is required.
 - j. Specify gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach hardware using tamper-resistant or concealed means. Specify that ground-set items be in concrete for anchorage. Specify hardware for smooth operation and be lubricated where necessary.
 - k. Design gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range.
 - l. Provide a 6" concrete slab for motor operators, sloped and raised above grade sufficiently to prevent storm water ponding.

32 31 19 Decorative Fences and Gates

A. The Design Professional shall design the decorative fences and gates as follows:

- 1. General requirements:



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- a. Wind loading as per ASCE 7 and the Florida Building Code.
- b. Exposure category C.
- c. If fencing exists adjacent to proposed fencing or site, proposed fence design, height, and materials to match existing unless otherwise directed by MDC Project Manager. If existing fencing is not present, the MDC Project Manager to advise on general requirements for design, height, and materials. The Design Professional is responsible for preparing final design and submitting signed and sealed structural drawings prepared by a structural engineer licensed in the state of Florida for approval prior to ordering of materials or installation of fence.
- d. New fencing shall intersect with existing fencing via the use of a column or post. No new fencing shall tie directly into existing fencing material.
- e. Fencing per program requirement and prior approval from MDC.

2. Materials:

- a. Picket fences: Factory coated aluminum picket fence, materials, finish, color and design similar to of existing MDC picket fences.

32 33 00 Site Furnishings

A. The Design Professional shall design the exterior site furnishings as follows:

1. General requirements:

- a. At least 50% of the proposed site furnishings for a project shall be accessible to the disable, if applicable. If only one of a particular furnishing is proposed, it shall be accessible to the disable.
- b. All top-opening receptacles shall have a covered opening, via domed lid or bonnet type design to limit rainwater into the bin.
- c. All receptacles shall be installed with a liner.
- d. Receptacles shall not be located directly adjacent to benches.
- e. Bench pads shall have a clear area for adjacent wheelchair parking. Benches, and other site items, shall be setback from the edge of the walkways a minimum of 3'-0".
- f. Movable seating shall be stackable.
- g. If umbrellas are provided, they shall be removable, and requires MDC prior approval.
- h. Removable bollards shall have a locking mechanism.
- i. Bike racks shall be located to allow a six (6) foot length 'clear zone' for bike parking, centered on rack and in the direction of the rack. This clear zone shall fall outside of walk or building exit and entry areas. Individual racks shall be located no closer than two (2) feet six (6) inches from one another to allow for access between racks.



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- j. Bike parking areas shall be lighted.
- 2. Products:
 - a. Site furnishings shall be selected to be in character and of the same quality of the campus's existing furnishings.
 - b. Bike racks shall be selected as those which hold the bike by the frame, making contact at two horizontally separate points, minimum.
- 3. Installation:
 - a. Site furnishings shall be direct burial installation unless hardship from such method is identified to the MDC project manager prior to the installation.
 - b. Utilize tamper-resistant, stainless steel hardware.

32 80 00 IRRIGATION**32 80 01 GENERAL**

- A. Comply with the latest editions of the Florida Building Code, Florida Fire Prevention Code and all other required codes and regulations.
- B. Irrigation for all new construction shall follow the below guidelines.
 - 1. New MDC developments are to be site sustainable. Thus efforts should be made for site sustainable environments ("LEED"-sustainable site points and/or "SITE" certifications/points)

32 81 00 Irrigation Components and Guidelines

- A. Provide an electric automatically controlled irrigation system for head to head coverage of planted areas to comply with the best engineering and landscaping practices and equipment manufacturers' recommendations.
- B. The A/E shall design the irrigation systems to have an automated central control station reporting to MDC Facilities Maintenance - Landscaping Staff, via an IP Intra-network.
- C. The irrigation contractor shall request an inspection from the MDC Facilities Maintenance - Landscaping Staff before installation of the irrigation system has been completed. In addition, the A/E shall request Punch List Inspection and/or Final Inspection from MDC Facilities Maintenance - Landscaping Staff. The final operational



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tests for the irrigation equipment and all irrigation zones shall be performed by the contractor and witnessed by the A/E and the MDC Facilities Maintenance - Landscaping Staff.

- D. Each new irrigation system will have its own set of construction documents.
- E. A pre-construction meeting should be scheduled including contractor, A/E and ownership.
- F. Irrigation water sources shall be:
 - 1. A new metered system for locations next to walls, plazas, walkways, other building planters, container areas, and landscaped areas that are in close proximity to buildings, courtyards, covered walkways, exterior covered shelters, and other building structures. The domestic water irrigation system shall be provided complete with reduced-pressure backflow preventer and a dedicated water meter.
 - a. Design system shall consider the interior core of campus (such as plazas, walkways, and exterior classrooms) to be irrigated by a city metered system; Exterior open campus spaces (such as streetscapes, playfields and property line buffers zones) to be irrigated by a city metered system.
 - b. If requested by A/E and/or MDC Facilities Maintenance - Landscaping Staff a submeter/flow meter ("McCrometer" with reading "Gallons x 1000", or approved equal) and vacuum breaker can be provided off water source line.
 - 2. A new pump/well system for all other areas consisting of either a turbine pump or centrifugal split case pump with a 60-gallon minimum pressure tank, depending on the type of area being irrigated. New systems shall not be tied into existing system(s).
 - a. System design shall include a pressure switch interlocked with the controller and pump starter.
 - b. Pressure switch shall have high and low settings for emergency shut down.
 - c. If requested by A/E and/or MDC Facilities Maintenance - Landscaping Staff a flow meter ("McCrometer" with reading "Gallons x 1000", or approved equal) can be provided.
- G. Where irrigation system exists, project Landscape Architect shall be responsible for indicating on the drawings where the irrigation contractor is to cap, reroute and/or remove any portion of the system in conflict with proposed site modifications. It is the responsibility of the project Landscape Architect and irrigation contractor to ensure that existing system is operational upon the conclusion of all modifications.
- H. The use of reclaimed water for irrigation purposes shall be evaluated by the designer and presented to MDC Campus Administration for consideration.



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1. New irrigation lines connected to re-use waterlines shall be “purple” pipe PVC
 2. Existing irrigation lines connected to re-used lines shall have purple sprinkler heads/caps
- I. The irrigation system shall include, but not be limited to:
1. Provide minimum 2” deep sand bed and 2” deep cover over irrigation system.
 2. A two-year warranty for the entire system.
 3. Pop-up spray, pop-up bubbler, or pop-up gear driven rotary spray.
 4. Vehicle-traffic rated pre-cast solenoid valve boxes with lids, constructed of high impact polymer plastic. Top of boxes shall be 17 inches x 11-3/4 inches, and bottom 21 inches x 15-3/4 inches. Valve boxes shall have a green locking lid with the words “IRRIGATION VALVE” integrally molded on it. The top of the valve boxes shall be installed level to the surrounding soil grade.
 5. 14-day electromechanical clock timing device, with primary and valve output surge protection.
 6. Automated Central Control Station shall be Rainbird Model No.IQ- LXM-DTC Satellite Controller or approved equal, with modular design in a single enclosure, complete with automatic timer, zone expansion capabilities and with primary and valve output surge protection.
 7. Zone valves (bronze body) shall be a minimum of 2 inches and a maximum of 3 inches.
 8. Bronze fitted pump with air and heat release valves.
 9. Head to head coverage. Throw pattern shall be shown on plans by way of a thin dashed line to ensure the appropriate coverage is being met.
 10. Watertight electrical connections throughout system.
 11. Schedule 40 risers and mains with PVC Schedule 40 sleeves under pavement, walks, and walls. Main lines at least 18 inches below finish grade.
 - a. Main lines 6 inches or less in diameter shall be Schedule 40 PVC
 - b. Main lines greater than 6 inches in diameter shall be Class 200 with O-ring fittings.
 12. PVC Class 160 lateral irrigation lines with PVC Schedule 40 sleeves under pavement, walks, and walls. Lateral lines at least 1 inch below finish grade.
 13. PVC Schedule 80 double swing joints and threaded fittings. Poly-pipe/Funny pipe are not allowed. Swing joints shall be installed on all spray head pop ups and gear driven rotors.
 14. Reduced pressure back flow preventors for lines connected to the domestic water supply.
 15. All irrigation popup rotor and spray heads shall be flush or within 1/2" below finish grade or per manufacturer's recommendation.
 - a. Rotors pop-up and spray pop-up heads in open sodded spaces require the consideration and implementation of additional protective measures (measure which prevent maintenance equipment and circulation damage). Protective measure include both active and non-active areas:



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- 1) “Active” and “Non-active” areas – Steel pop-up risers, and extended deration of flag markers beyond installers contract (or final completion of construction site).
 - 2) Concrete rings are not to be used.
 - b. The A/E and the MDC Facilities Maintenance Operations - Landscaping Staff to approve protective measures
 - c. These measures shall be incorporated in areas, including but not exclusive, to open sodded areas and playfields.
16. Shrub risers shall be installed in shrub beds at heights appropriate to over spray all surrounding plants.
17. The irrigation well shall comply with South Florida Water Management District (SFWMD) guidelines and regulations, and with the following requirements:
- a. All suction piping shall be Schedule 40 galvanized steel pipe connected to a steel tee with ANSI flanges.
 - b. Irrigation well design shall meet the following:
 - 1) Pumping capacity shall be 120% the discharge of the largest zone, but never less than 100 gallons.
 - 2) Well draw-down shall not exceed 3 feet during pumping.
 - 3) After installation, the irrigation pump shall be operated for 4 continuous hours, in the presences of the A/E and representatives from MDC Facilities Maintenance - Landscaping Staff, to verify that the requirements noted above have been complied with.
 - c. Well check valve shall be spring-loaded type and shall be provided in accordance with the pump’s manufacturer’s recommendations.
 - d. At existing facilities, when the well-head cannot be located within a secured chain-link area, a concrete enclosure with lockable galvanized steel lid shall be provided to protect the well.
 - e. Provide a hose-tap on the suction side of the well piping to facilitate priming of the pump.
 - f. Minimum depth of well shall be as per SFWMD regulations
 - g. The A/E and/or MDC Facilities Maintenance - Landscaping Staff, may request a project specific specialty add-on, “de-rust chemical tank”. This “de-rust chemical tank” add-on may be implemented to the well system to prevent rust staining on nearby hardscapes and structures.
18. Domestic water hose bibb in pump room.
19. Hose bibb connection at pump piping suitable for priming connection.
20. UV resistant PVC risers painted black.
21. Metallic detection tape (2-inch-wide) buried between 4 to 6 inches below finish grade at PVC main and lateral lines.



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- J. Provide a fully automatic electromechanical electric timer system for station control.
- K. Specify the contractor to maintain and operate the system until final completion, to assure proper operation and irrigation all landscape and grass areas.
- L. Provide necessary irrigation system, design data, and calculations regarding volumes and pressures to deliver 100 percent head-to-head coverage of landscaped areas.
- M. Provide a loop main system where possible.
 - 1. Provide a 1" diameter industrial strength brass quick-coupling valve adjacent to each baseball and softball dugout for the manual watering of the clay infield areas. Each quick-coupling valve shall have a locking cover and be located within a 12-inch diameter traffic-rated valve box w/cover, located adjacent to each dugout and away from the playing areas. Quick-coupling valve shall be Rainbird Model 33DRC or approved equal.
- N. Provide quick coupler keys with swivel hose reels to allow hand watering of adjacent plants during establishment period.
- O. Provide rain sensor to automatic system to ensure on-site water conservation.
- P. Irrigation design shall include provisions for relocatable buildings (portables maintenance facilities, classrooms, etc.), future addition and expansion.
- Q. Locate pumps and controllers in lockable pump room, mechanical room, or other custodial controlled space within the facility for security.
- R. Provide an electrical riser diagram showing the electrical components, interlock, etc., for well systems.
- S. Provide a riser diagram showing pump, pressure tank, and piping arrangement of the well pumping system.
- T. Provide an 8" x 10" clear laminated photocopy, inside controller box door, of the irrigation plan with color coded circuits noted in sequence equal to automatic operation.
 - 1. Operation card shall define timing for each zone.
- U. All portions of the underground irrigation piping system shall be pressure tested at 100 psi for 1 hour.



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- V. Notify MDC Project Manager upon completion and installation of all underground piping prior to backfill of trenches for site inspection. A minimum of 48 hours is required for notification of inspection.
- W. At substantial completion and final punchout Facilities Maintenance - Landscaping Staff training will be required.
 - 1. Training shall take place with each site's maintenance supervisor and staff (for each site/project)
 - 2. Substantial completion training will familiarize Facilities Maintenance - Landscaping Staff to the system an allow time for routine usage.
 - 3. Final punchout training will allow Facilities Maintenance - Landscaping Staff to address questions, comments, concerns, and controller setting configurations.

32 82 00 Irrigation Pumps (And Well Stations)

- A. When providing irrigation for any playfield or athletic field area at an existing facility, the A/E shall investigate with MDC Facilities Maintenance - Landscaping Staff, to determine if an existing usable pump station is on site. This will avoid duplication of wells and pump stations. If there is no usable pump station on site, then one of the MDC specified pump stations as manufactured from Hoover Pumping Systems, Pompano Beach, Florida or approved equal, shall be provided. The size and type of the pump station will be determined by the size of the area to be irrigated.
- B. Irrigation pump system shall consist of a bronze fitted centrifugal closed-couple case pump with a 15-gallon minimum pressure tank, and equipped with the following:
 - 1. Pressure/flow switches interlocked with the controller and pump starter. Pressure switch shall have high and low settings for emergency shutdown.
 - 2. Pump over-heating sensors VFD (Variable Frequency Drive) shall be install prior to operation
- C. The size of the irrigation pump and the number of circuits/zones shall provide a minimum of 1.5 inches of water per week in three irrigation cycles. For sites 5 acres or less, the irrigation cycle shall be 4 hours per day. For sites greater than 5 acres, the irrigation cycle shall be 8 hours per day.
- D. Pumps and control panel shall be located within a secured chain-link enclosure with lockable gate, as indicated under the "Fences and Gates" section of this Division.
- E. Provide an electrical riser diagram for the entire well system showing the electrical components, interlock, etc.
- F. Well system suction line from well to pump and discharge pipe from pump to 10 feet outside building wall shall be



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schedule 40 galvanized steel pipe.

- G Pump irrigation well after drilling for 4 hours in the presence of a Building Code inspector.
 - 1. Pumping capacity shall be twice the discharge of the largest zone, but never less than 300 GMP.
 - 2. Well draw down during pumping shall not exceed 3 feet

32 84 00 Planting Irrigation

- A Irrigation system for grassed areas shall be operational, inspected, and accepted (by MDC maintenance) before planting of grass in any form.
- B Provide separate zones and applicable heads to correspond to irrigation requirements of various landscape areas.
- C Zone xeriscape areas independently from other areas.
- D Irrigation zones serving landscape areas shall be separate from irrigation zones serving athletic fields.
- E Athletic fields shall have separate irrigation zones for watering the infield clay areas utilizing stainless steel Falcon 6504 rotors, or approved equal.
 - 1. Rotor heads shall be place on a separate zone then other irrigation head-types. (typical for all planting areas)

32 84 13 Drip Irrigation

- A. All irrigation systems are encouraged to incorporate the latest technology available for water conservation. (Bubblers and drip systems should be studied by A/E)

32 90 00 PLANTING**32 01 00 GENERAL**

- A. Comply with the latest editions of the Florida Building Code, Florida Fire Prevention Code and all other required codes and regulations.
- B. Planting for all new construction shall follow the below guidelines.



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1. New MDC developments are to be site sustainable. Thus, efforts should be made for site-sustainable environments (“LEED”-sustainable site points and/or “SITE” certifications/points)

32 91 00 Planting Preparation and Guidelines

The following topics are included in “PLANTING” section:

- A. General requirements.
 - B. Code compliancy.
 - C. Disposition and mitigation existing trees.
 - D. Tree protection
 - E. Energy conservation, environmental concerns and planting related work
 - F. Landscape related work
 - G. General planting requirements
 - H. Specific planting requirements
 - I. Additional suggestions
- A. General Requirements.
 1. The design professional shall design the landscape to enhance the character of the campus, which is that of a visually pleasing, consistent lush landscape that response to human and environmental needs, while being responsive to architectural and landscaping precedent and simplified maintenance with an emphasis on drought tolerance and vegetation. Landscape design shall abide by the Campus Master Plan and current design guidelines.
 2. An A/E team for new facilities or other projects with large or specialized site components must employ a Florida Registered Landscape Architect secured for full design, coordination and construction documentation services through construction administration and completion of project.
 3. Develop a comprehensive landscape design providing students protection from the sun and promoting energy conservation. Emphasize the main entrance and front facades and coordinate with architectural, civil,



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- mechanical, and electrical work throughout the construction process.
- 4. Landscaping shall not impede means of egress at doors, windows and other paths of egress, or block lighting pattern.
- B. Comply with applicable federal, state, and local codes.
 - 1. Landscape design shall comply with all applicable agencies and ordinances, including MDC Design Standards, and program requirements.
 - 2. Landscape design shall incorporate the latest design requirements of:
 - a. The Florida Building Code, Latest Edition (FBC).
 - b. American National Standards Institute (ANSI).
 - c. American Society for Testing and Materials (ASTM).
 - d. Florida Department of Education (DOE).
 - e. Florida Department of Environmental Resources Management (DERM).
 - f. National Arborist Association (NAA).
 - g. Miami-Dade County Landscape Ordinance (Chapter 18-A), when applicable.
 - h. State Requirement for Educational Facilities (SREF)
 - i. South Florida Water Management District (SFWMD)
- C. Disposition and Mitigation of Existing Trees.
 - 1. Provide Preserve, if feasible, existing trees on acquired sites or sites considered for purchase.
 - a. Appropriate protection and bracing of trees at all times. The intent of this policy shall be followed from preliminary design through construction administration.
 - b. See DERM regulations for Tree Canopy Replacement. (and Design Criteria Planting Guidelines)
 - c. Existing trees shall be evaluated to decide feasibility and desirability of retainage or relocation.
 - 1) Before completing construction documents, participate in a preliminary walk-through for tree relocations and removals to comply with the appropriate agencies.
 - 2. Provide appropriate plans and specifications for tree protection disposition and/or mitigation.
 - 3. Retain existing trees whenever possible, pending the follow exceptions.
 - a. Whenever possible incorporate the removal of exiting exotic/prohibited species listing, as per category I or II by FLEPPC; the systematic program for the removal of Invasive non-native plants.
 - b. Tree in poor condition, deemed a hazard by LA or Certified Arborist.



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4. Provide tree surveys/disposition plans to include.
 - a. Scientific and common tree names.
 - b. Tree height.
 - c. Canopy spread.
 - d. Grade elevation at base (if needed for tree preservation)
 - e. Trunk diameter at diameter breast height (DBH) or 4'6" above existing grade.
 - f. Condition of tree.
 - g. Recommendation for retainage, relocation, or removals.

D. Tree Protection

1. In construction documents, provide methods and scheduling for effective tree and plant protection during construction. Provide all appropriate details and notes on plan(s). This information should be cross-referenced in the written specifications.
2. Provide appropriate protective fencing, boxing, root pruning, construction and seasonal hurricane pruning, mulching, irrigation, fertilization, and aeration to comply with:
 - a. ANSI Z133.1 "Safety Requirements for Pruning, Trimming, Repairing, Maintaining and Removing Trees and for Cutting Brush".
 - b. NAA - REF.1 "Pruning Standards for Shade Trees".
 - c. NAA - REF.2 "Standard for Fertilizing Shade and Ornamental Trees".
3. Provide 6-inch mulch layer over root zones of existing trees but 12" away from trunk to remain during construction. Remove after construction activities are completed and before cleanup.
4. Thoroughly aerate the soil, according to accepted horticultural practice, around the base and within the dripline of protected trees before cleanup at project completion.
5. Existing oaks or pines shall not have adjacent cuts or fill greater than 6 inches without special accepted, artificial drainage structures to provide oxygen exchange for root systems.
6. Provide tree protection during construction through substantial completion.
7. The designer shall indicate the protection for all existing planting to remain or to be relocated
8. Necessary corrective or aesthetic pruning shall be included in scope of work and directed by the landscape architect or certified tree arborist, in accordance with Local, State, and ANSI Z133.1 "Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and for Cutting Brush" requirements.
9. All existing trees that are scheduled to be relocated or removed must be carefully scrutinized for any wildlife nesting (including but not exclusive birds, bats, owls) PRIOR to the commencement of such relocation or removal.



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10. If wildlife (including but not exclusive birds, bats, owls) are found they are to be protected as per Landscape Architect's recommendation and/or the National Arborist Association guidelines.
 11. All existing trees in a construction site must be relocated or replaced in kind at the direction A/E and MDC-Facilities Management/Campus Administration.
- E. Energy conservation, environmental concerns, planting related work
1. MDC project are to be site sustainable; A/E is to review "LEED" and "SITE" certifications programming with MDC-Facilities Management/Campus Administration.
 2. Xeriscaping is highly encouraged for water conservation when landscaping new and existing sites and as defined as a landscaping method that maximizes the conservation of water by the use of site appropriate plants and an efficient watering system and includes planning and design, appropriate choice of plants, soil analysis which may include the use of solid waste compost, efficient irrigation, practical use of turf, appropriate use of mulches, and proper maintenance.
 3. Where feasible, reduce lawn areas by increasing xeriscaping with native plants.
 4. Include low maintenance and water-conserving native Florida trees and shrubs in new plantings; And/or acclimated to South Florida and low maintenance.
 5. The areas of new work on the site shall be cleared of invasive, poisonous and toxic plants and none shall be planted.
 6. A systematic program for the removal of invasive non-native plants in the areas of new work, including Punk tree (*Melaleuca Quinquenervia*), Brazilian Pepper (*Schinus Terebinthifolius*), Australian Pine (*Casuarina-equisetifolia*), and Cat claw Mimosa (*Mimosa Pigra*) shall be implemented and none shall be planted, as required by law.
- F. Landscape related work
1. Landscape areas with trees, shrubs, grass, ground cover, and hedges. Loose sand, gravel, wood chips, or pavement shall not be used as landscape materials. Decorative aggregates, specialty surfaces and/or binded aggregates proposed require A/E and MDC-Facilities Management/Campus Administration approvals.
 2. Minimum of 4 mature existing or new trees per acre shall be provided. Trees may be grouped and need not be located within each acre.
 - a. Mature existing trees are defined as having an approximate trunk diameter of 6 inches, measured 4'-6" from the ground, and a minimum drip-line diameter of 15 feet.
 - b. New trees are defined as having an approximate trunk diameter of 1-1/2" to 2", measured at 4'-6" from the ground.
 - c. Trees with a drip-line less than 15 feet may be grouped together to equal the required drip-line.
 - d. Trees to be preserved on a site shall be protected from construction or vehicle damage by erecting substantial barriers at the tree drip-line.
 - e. Credit shall be given for existing healthy, disease-free, non-construction-damaged trees and root



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systems as follows:

<u>DRIP-LINE DIAMETER</u>	<u>TRUNK DIAMETER</u>	<u>NUMBER OF CREDITS</u>
90'+	35"+	7
60' - 89'	30" - 34"	6
50' - 59'	25" - 29"	5
40' - 49'	20" - 24"	4
30' - 39'	15" - 19"	3
20' - 29'	10" - 14"	2
5' - 19'	2" - 9"	1

3. Paved parking area landscaping should be as follows:
 - a. A minimum of 5 percent of the required paved vehicular use areas shall be landscaped and should be devoted to xeriscape landscaping.
 - b. Twenty percent of the landscaping shall be adjacent to the buildings served.
 - c. The remainder of the landscaping should consist of planter islands, traffic divider median strips, and perimeter landscape strips.
 - d. Place landscaped islands at each end of every parking row and, when possible, a maximum of 10 parking spaces apart.
 - e. Sub-soil below all planting areas shall be de-compacted so that drainage is not impeded.
4. Provide planted buffers and screening such as hedges, fences, walls, earth berms, or other landscaping between MCD-owned sites and incompatible adjacent land uses, such as a factory.
5. Building area landscaping shall be as follows:
 - a. A minimum of 10 percent of the building's ground level floor plan gross square footage shall be devoted to plantings of shrubs, flowers and ground covers, not including sod.
6. Trees and landscaped areas shall be designed and installed so as not to create blind spots around the perimeter of buildings and not provide access to the roof.
 - a. Trees shall be planted no closer than the mature height of the tree from buildings.
 - b. Courtyards less than 30 feet in width shall not be landscaped with large trees or palms. In these areas, shrubs, small canopy trees and palms should be considered.



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7. Road intersection visibility, on or off site, shall be achieved by providing a clear sight line at intersections. No object, earth berm, or vegetation, other than grass or low ground cover, shall be permitted in the right-of-way area measuring fifty (50) feet from the edge of the two roads.

G. General planting requirements

1. Planting categories include trees, shrubs, and groundcover.
 - a. Provide 3 min. planting types for each category.
 - b. Each plant type shall not be less than 10 percent of each category.
 - c. Provide tree and landscaping quantities.
 - d. Provide low maintenance varieties of plants.
2. Plant materials with thorns, stickers, projectiles, fruit, berries, nuts, aggressive root systems, or are poisonous are not encouraged.
 - a. Black Olive Trees are not to be used within 30' of structures or hardscape surfaces, preventing standing and discoloration.
3. Select trees for locations based on ultimate size of tree, and ease of maintenance and replacement. Large trees are not appropriate for small interior courtyards.
 - a. Royal palms and other palms trees that produce large falling fronds shall not be used in designated sitting and other student gathering areas or in proximity to park spaces
4. Specify single or multiple tree trunks to achieve consistent plantings. Do not mix trunk types (unless mixing is required for design intent, as defined in documentation) and do not leave decision to contractor.
5. Intention to match trees for size, multiple trunks, or other visual criteria shall be noted in construction documents. Provide such specification in planting legend.
6. Specify landscaped and sodded areas to be completed at least 1 month before final completion.
7. Specify contractor to maintain plantings until final completion, or until required by the warranty period, which ever on is more stringent. See Irrigation, this division, for additional requirements.
8. Comply with quarantine requirements of white fringed beetles and fire ants.
9. Specify that the contractor shall replace at no additional cost to MDC:
 - a. Sodded areas in unsightly or damaged condition for 90 days after substantial completion.
 - b. Warranty trees and shrubs for a period of two years after date of final acceptance against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or



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damage by others, or unusual phenomena or incidents which are beyond Landscape Installer's control.

10. Project landscape architect shall approve landscaping and materials before planting.
11. Provide clear sight line zones for vehicular drives, entrances, and at potential areas of pedestrian and vehicular conflict.

H. Specific planting requirements

1. Provide tree canopy shade to reduce sun exposure or heat gain at:
 - a. Drop-off, waiting, or congregating areas.
 - b. The building perimeter especially the east, west, and south orientations.
 - c. A/C units to increase unit efficiency.
 - d. Paved areas of service yards, parking areas, and hardcourts (palm or low maintenance trees only).
 - e. Areas set aside for outdoor instructional or recreational space activities.
 - f. Courtyards
 - g. Perimeter areas of athletic fields for shading of spectators
2. Parking Lots.
 - a. Locate trees to avoid conflict with parking lot lighting.
 - b. Avoid planting strips between sidewalk edges and fences to minimize maintenance difficulties.
 - c. Island ground cover shall be solid sod (or other xeriscape planting)
 - d. Provide xeriscape landscaping areas equal to 5 percent min. of paved parking lot area.
 - e. Verify landscaping requirements of the applicable municipality for additional items, if enforceable.
3. Entry Plaza at Building Front.
 - a. Root barriers implementation required
 - b. Design an entry plaza with 1,000 square feet minimum of landscaped area to include:
 - 1) Shade trees at waiting and congregating areas.
 - 2) Planters accommodating proposed root balls and future growth.
4. Remaining building front excluding playfields and playgrounds shall include:
 - a. Canopy trees to provide shade.
 - b. Solid sod at remaining areas.



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5. Courtyards.

- a. Root barriers implementation required
- b. Planters or planted areas shall be at least 25 percent of the total courtyard square footage
 - 1) Locate shade trees at potential gathering areas and to reduce heat island effect. Locate trees in large containment areas for future root development.
 - 2) Raised planter seat walls shall be between 18 and 20 inches.
 - 3) Curbed planter edges shall not be lower than 6 inches.
 - 4) Potted planting on hardscape condition require additional drainage considerations, preventing runoff and surface staining

6. Building rear and sides excluding playfields shall include the following from main building to perimeter sidewalks or to 50 feet away.

- a. Trees and/or palms.
- b. 10 percent of area with shrubs. min.
- c. 5 percent of area with ground cover. min.
- d. Solid sod at remaining area.

7. Sodded Areas.

- a. Provide solid sodding of St. Augustine 'Palmetto' for right-of-ways and all other areas not occupied by structures, roadways, walkways, other plantings and sod, or parking lots.
- b. Provide Certified Bermuda solid rolled sod at football fields, soccer fields, softball fields, baseball fields and other athletic field. It shall also be specified around other athletic specialty areas such as track-and-field and between athletic field areas so that it is continuous within the athletic fields' footprint. All sodded fields shall be designed so that there are physical barriers between the Bermuda sod and other types of sods and ground covers to prevent migration.
 - 1) Bermuda spp. shall be 'Tifway 419', 'Tifway II' or 'Celebration'. Only 1 spp. selection shall be used per project site.
- c. Solid sodding of Bahia shall be in areas where grass maintenance may be a major concern, or not irrigation is a proposed.
- d. Seeding and sprigging are not allowed.
- e. Seeding and sprigging are not allowed, except when authorized by MDC.



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8. Design landscaping to enhance security. Plants of appropriate maintained or mature size will be selected to assure visibility and prevent obstruction of lighting and signage. Follow CPTED-Crime Prevention Through Environmental Design guidelines.
 9. Plant material is to be maintained away from equipment to meet equipment access requirements.
 10. Provide planting buffers such as, hedging, shrubs and/or small trees around above ground utilities areas (BFP, Back of house spaces, and/or Storage spaces).
 11. Art Installations Areas.
 - a. Art installations require a designated and/or specialty installation zone approved by MDC Facilities Maintenance - Landscaping Staff.
 - b. Exterior art installations are to have an 8' mulch bed radius around installation; Unless Artist or Landscape Architect requests a specialty installation condition.
- I. Additional planting requirements
1. Root barriers, shall be provided for all large canopy trees planted in parking lot islands and/or located adjacent to walkways/hardscape surfaces (8' feet or less). Root barriers shall extend from the surface to a depth of 30 inches.
 2. Weed barriers shall be used in high manicured spaces, Barrier use to be approved by A/E and MDC-Facilities Management/Campus Administration.
 3. The landscape design shall provide design grades, coordinated lighting layouts, plazas, walks, drives, service areas, fencing, playfields, site furnishings, planting plans, irrigation plans and considerations for future expansion provisions.
 4. Landscaping shall not impede the means of egress at emergency rescue egress windows and any other paths of egress.
 5. Specially conservation, environmental, educational or horticultural areas must be design to meet campus masterplan's programming, specially area to be approved by A/E and MDC-Facilities Management/Campus Administration.
 6. Planting microclimates shall be studied and enhanced, to complement existing watershed patterns and/or unique environments.
- 32 91 13 Soil Preparation**
- A. Construction debris shall not be buried or left on site during or after construction to affect soil conditions next to proposed construction, or new or preserved
 - B. The A/E shall decide the location and the number of percolation and soil tests to be performed at each project. The geotechnical engineer performing the percolation tests will be contracted by MDC on projects for which the



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A/E is commissioned by the MDC Campus Administration, and by the Design Builder on all Design Build projects. Site design shall be based on test results combined with finish grades, paved areas and building footprint.

- C. The A/E shall monitor surface and subsurface soils before and after fill operations to confirm that percolation and compaction levels satisfy playfields and proposed planting requirements.
- D. All building sites shall receive termite soil treatment for an area at least five feet outside the structural footprint.
- E. Tree rooting growth and/or growth promoting measures are encouraged.
 - 1. Silva Cells, Structural Soils, or A/E and MDC-Facilities Management/Campus Administration approved equals.

32 91 13.16 Mulch

- A. Specify Melaleuca mulch when available and avoid mulched containing arsenic or dyes.

32 19 13.19 Planting Soil Mixing

- A. Topsoil mix, sod, and other landscaping materials shall be certified by suppliers for compliance with specified requirements.
 - 1. Topsoil and planting soil shall be initially tested and tested immediately before application.

32 91 16 Planting Soil Stabilization

- A. Sod the bottom and side slopes of the retention basin or swale to reduce erosion.
- B. Staging/construction areas shall be aerated prior to final planting installations, promoting plant growth and reducing possible die back.

32 91 19 Landscape Grading

- A. The landscape design shall provide design grades in coordination with the civil engineers proposed surface and underground site drainage system relevant to proposed locations for relocated trees, planting plans (to include existing tree location plan), and irrigation plans.
- B. Provide positive drainage away from all buildings, interior/exterior patios and walks.



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- C. The use of berm and mounds is to be limited.

32 92 00 Turf and Grasses (Sod)

- A. Sodded area should be easily accessible for mowing
- B. Provide a minimum of 2 inches of approved topsoil at all areas to be sodded.
- C. Artificial turf for play and other specially campus facilities/amenities spaces must be approved by A/E and MDC-Facilities Management/Campus Administration.
- D. All true sod (not artificial) installations shall be sod strip, not seeded installations
- E. All sod area shall be top dressed and rolled after installation; Thus, ensuring a level sodded surface, no tripping hazards.

32 93 00 Plants

- A. List of Plant Material to be approved by A/E and MDC-Facilities Management/Campus Administration.
- B. Refer to - Planting Guidelines at the end of this Division for suggested plant list and landscape details
 - 1. Tree Canopy Replacement – Planting Guidelines
 - 2. Recommended Plant List – Planting Guidelines
 - 3. Prohibited Plant List – Planting Guidelines
 - 4. Landscape Design Details – Planting Guidelines

32 96 00 Transplanting

- A. Include tree relocation instructions on plans and in specifications. These instructions shall include notes and details on the plans. All information on the plan should be cross-referenced in the written specifications. Hand digging, tree spade, boxing, or other relocation methods shall comply with:
 - 1. ANSI Z60.1 "American Standards for Nursery Stock".
 - 2. NAA REF.1. "Transplanting of Trees and Shrubs in the Southeastern U.S."
 - 3. DOA "Codes and Standards for Nursery Plants Parts I & II."
 - 4. Miami-Dade County Landscape Ordinance (Chapter 18-A), when applicable.
 - 5. Florida Department of Environmental Resource Management (DERM)



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6. Certified Arborist (of Record)

PLANTING GUIDELINES

32 93 00 B GENERAL

- A. The MDC Facilities Maintenance - Landscaping Staff finds it necessary to establish and provide standard recommendation for plantings; Recommendation which provide/promote a diverse, environmentally sound, functional and aesthetically pleasing framework from which the professional design team can establish as a baseline to begin planting work.
- B. Information concerning planting details, professional design requirements, planting protection during construction and other typical planting data is defined in the MDC Design Standards 32 90 00 PLANTING Section.
- C. These standards are applicable to repairs, restorations, and new construction projects. These standards will apply uniformly to all general contractors commissioned by MDC.

32 93 00 B.1 Tree Replacement Notes and Guidelines

- A. Duties and Powers; The duties, functions, powers and responsibilities identified in these standards shall include the following:
 1. MDC hereby authorizes the MDC Facilities Maintenance – Landscaping Staff – Campus Superintendent to implement these standards. Authority for administering these standards including, but is not limited to:
 - a. Making and adopting administrative rules in order to manage these standards.
 - b. Controlling the removal of trees on MDC campuses to preserve all existing trees (native and desirable non-native species).
 - c. Supervising the replacement of trees no longer viable due to “Acts of God”.
 - d. Providing for the continued maintenance, care, and record-keeping of all trees on MDC Campuses.
 - e. Granting design variances from these standards on case-by-case basis, only where it is affirmatively established by credited factual data and would not be contrary to the intent of these standards.
 - f. Initiating legal and/or disciplinary action against individual or organizations that willfully, wantonly or negligently destroy MCD Campus trees.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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B. Approvals for Tree Removals and Relocations:

1. No person or organization shall remove or relocated any MDC campus trees without the express written approval of the MDC Facilities Maintenance – Landscaping Staff. Exceptions being, trees planted as student activities intended for sale, education and/or horticultural charity programs.
2. Approval may be granted by MDC Facilities Maintenance – Landscaping Staff to remove certain species of trees which are considered a nuisance without requiring replacement.
3. Approval may be granted by the by MDC Facilities Maintenance – Landscaping Staff to relocate any MDC campus tree. Such approval shall take into consideration historic value, the ability of the tree to remain viable after relocation, and other data deemed pertinent.
4. A certified arborist shall provide specifications for all “specimen” tree/palms relocations. Specification shall be provided to the A/E and contractor prior to construction.

C. Violations

1. Each viable tree that is removed without approval of the MDC Facilities Maintenance – Landscaping Staff and/or DERM regulations shall constitute a separate violation of these standards and shall be replaced according to these standards. Trees removed by an act of God shall not constitute a violation, however their replacement shall be in accordance with these standards.

32 93 00 B.2 Recommended Plant List

SHADE TREES

Botanical Name	Common Name	Specification	Caliper
1. Bursera simaruba	Gumbo Limbo	18'-20', FG., STD.	4"-5"
2. Cocoloba uvifera	Seagrape	14'-16', FG., STD.	2.5"-3"
3. Chrysophyllum oliviforme	Satin Leaf	12'-14', FG., STD.	2.5"-3"
4. Quercus virginiana	Live Oak	18'-20', FG., STD.	4"-5"
5. Swietenia mahagonia	Mahogany	18'-20', FG., STD.	4"-5"
6. Lysiloma latisilqua	Wild Tamarind	18'-20', FG., STD.	4"-5"
7. Pinus Elliott	Slash pine	12'-14', FG., STD.	2.5"-3"
8. Taxodium distichum	Bald Cypress	12'-14', FG., STD.	2.5"-3"

FLOWER TREES

Botanical Name	Common Name	Specification	Caliper
1. Bulnesia arborea	Verawood	14'-16', FG., STD.	2.5"-3"
2. Cassia fistula	Golden Shower	14'-16', FG., STD.	2.5"-3"
3. Cassia bakeriana	Pink Shower	12'-14', FG., STD.	2.5"-3"
4. Cordia sebestena	Orange Geiger	12'-14', FG., STD.	2.5"-3"



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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5.	Delonix regia	Royal Poinciana	18'-20', FG., STD.	4"-5"
6.	Lagerstroemia indica	Crepemyrtle	12'-14', FG., STD.	2.5"-3"
7.	Peltophorum pterocarpum	Yellow Poinciana	14'-16', FG., STD.	2.5"-3"
8.	Tabebuia Heterophylla	Pink Trumpet	14'-16', FG., STD.	2.5"-3"

PALM TREES

Botanical Name	Common Name	Specification	Caliper
1. Archontophoenix alexander	Alexander Palm	14'-16', FG., GW.	10"
2. Bismarkia nobilis 'Silver'	Silver Bismark Palm	14'-16', FG., GW.	12"
3. Phoenix dactylifera 'Medjool'	Medjool Date Palm	20'-22', FG., OA.	10"
4. Roystonea elata	Florida Royal Palm	14'-16', FG., GW.	12"
5. Sabal palmetto	Sabal Palm	12'-14', FG., OA.	10"
6. Thrinax radiata	Thatch Palm	12'-14', FG., OA.	6"
7. Veitchia merrillii	Christmas Palm	12'-14', FG., OA.	6"
8. Veitchia montgomeryana	Montgomery Palm	12'-14', FG., OA.	6"

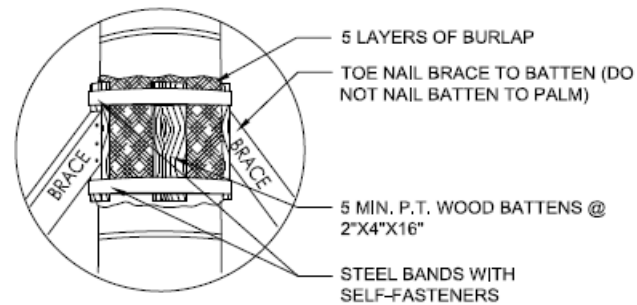
32 93 00 B.3 Prohibited Planting List Species

(See "Miami-Dade County Prohibited Plant Species List" for additional examples)

Botanical Name	Common Name
1. Acacia auriculiformis	Earleaf acacia
2. Adenanthera pavonina	Red sandalwood
3. Albizia lebbek	Woman's tongue
4. Ardisia elliptica	Shoebutton ardisia
5. Bischofia javanica	Bischofia
6. Casuarina spp.	Australian Pine
7. Catharanthus roseus	Madagascar Periwinkle
8. Cestrum diurnum	Day jasmine
9. Colubrina asiatica	Lather leaf
10. Cuanopsis anacardiopsis	Carrotwood
11. Dalbergia sissoo	Indian dalbergia
12. Eugenia uniflora	Surinam cherry
13. Epipermunum pinnatum aureum	Pothos
14. Ficus altissima	Banyan tree
15. Ficus elastic	Indian rubber tree
16. Ficus microcarpa	Laurel
17. Kalanchoe pinnata	Life plant
18. Melaleuca quinquenervia	Melaleuca
19. Merremia tuberosa	Wood rose
20. Schinus terebinthifolius	Brazilian pepper



32 93 00 B.4 Typical Landscape Details



NOTE:
 SECURE BATTENS WITH 2-3/4" HI
 CARBON STEEL BANDS TO HOLD
 BATTENS IN PLACE DURING
 PLANTING PROCESS. DO NOT NAIL
 BATTENS TO PALM. HEIGHT OF
 BATTENS SHALL BE LOCATED IN
 RELATION TO THE HEIGHT OF THE
 PALM FOR ADEQUATE BRACING.
 PAINT ALL EXPOSED WOOD
 SURFACES WITH COLOR SPECIFIED
 BY LANDSCAPE ARCHITECT



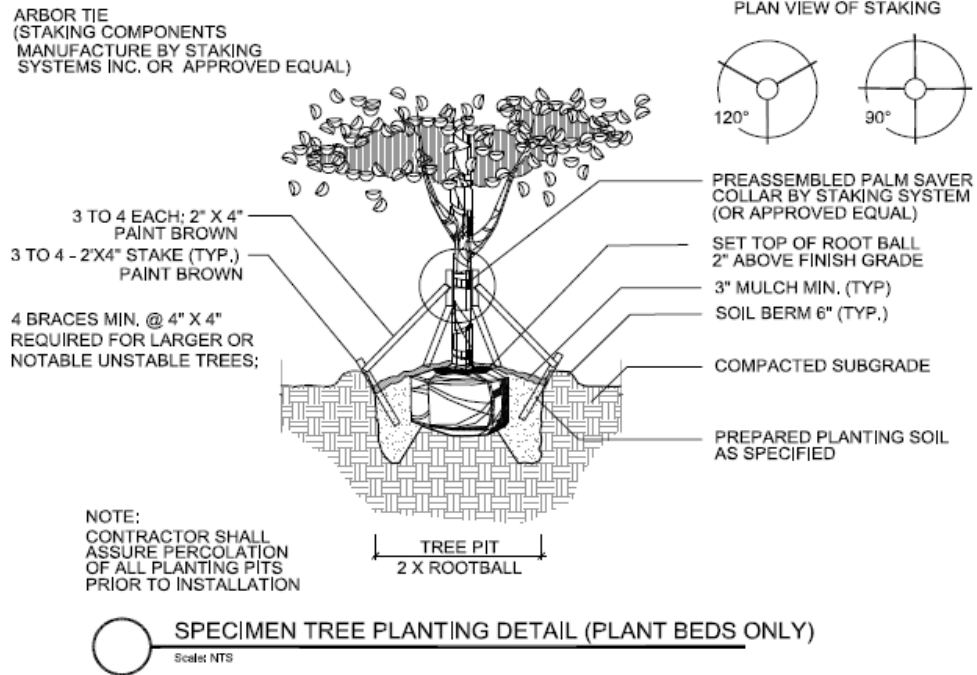
SECURED BATTEN AND BURLAP DETAIL

Scale: NTS

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MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

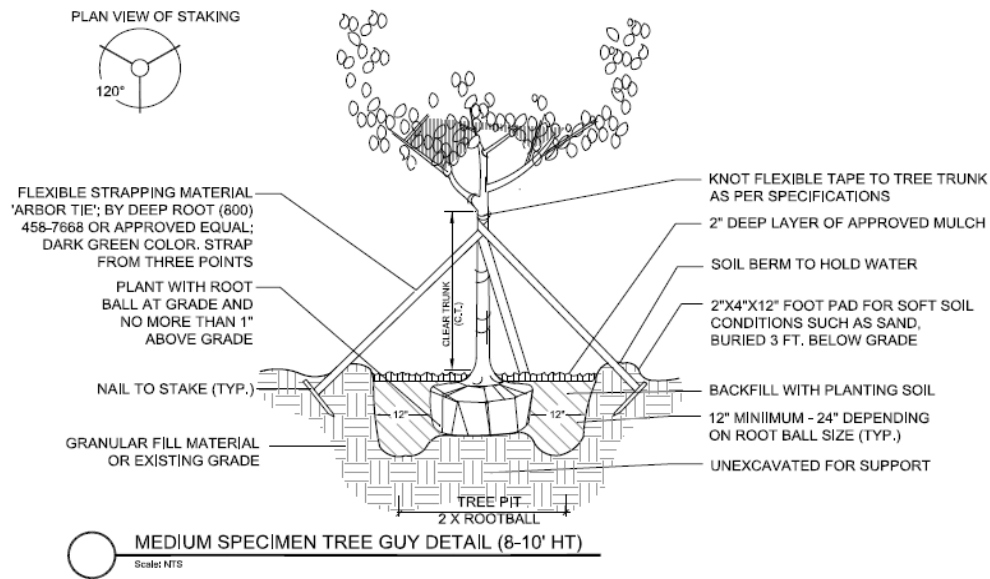
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MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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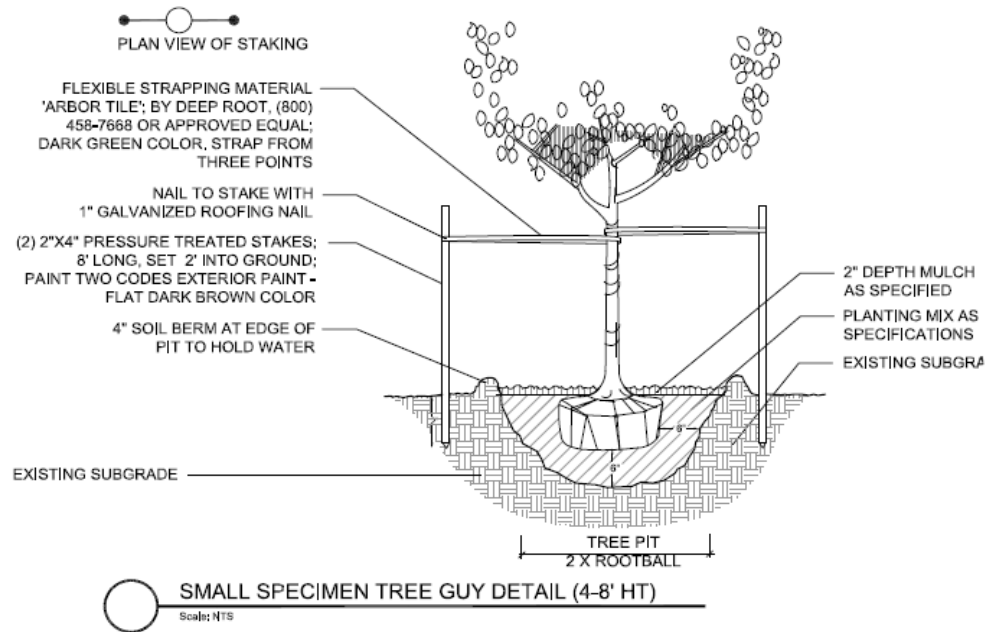


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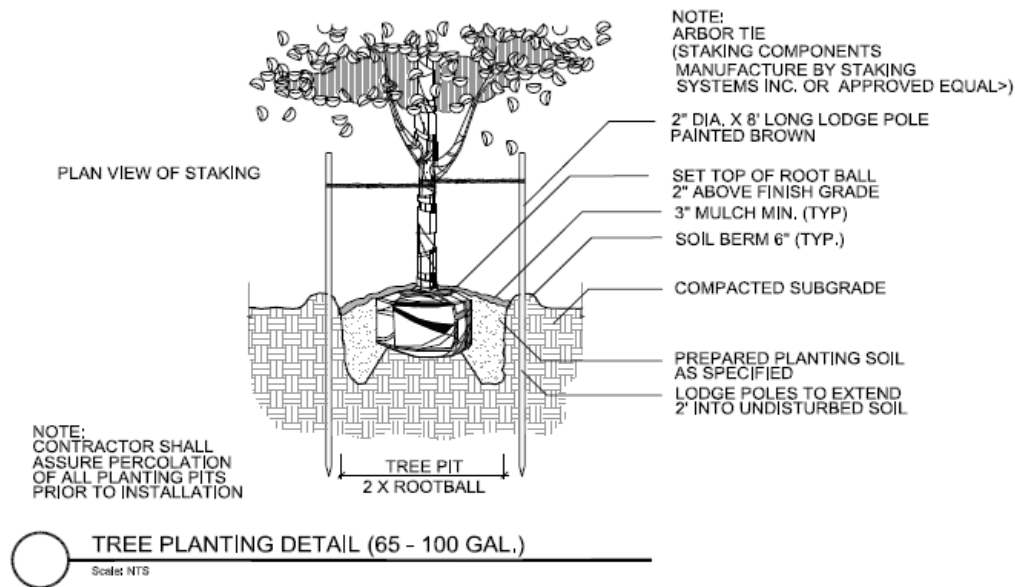


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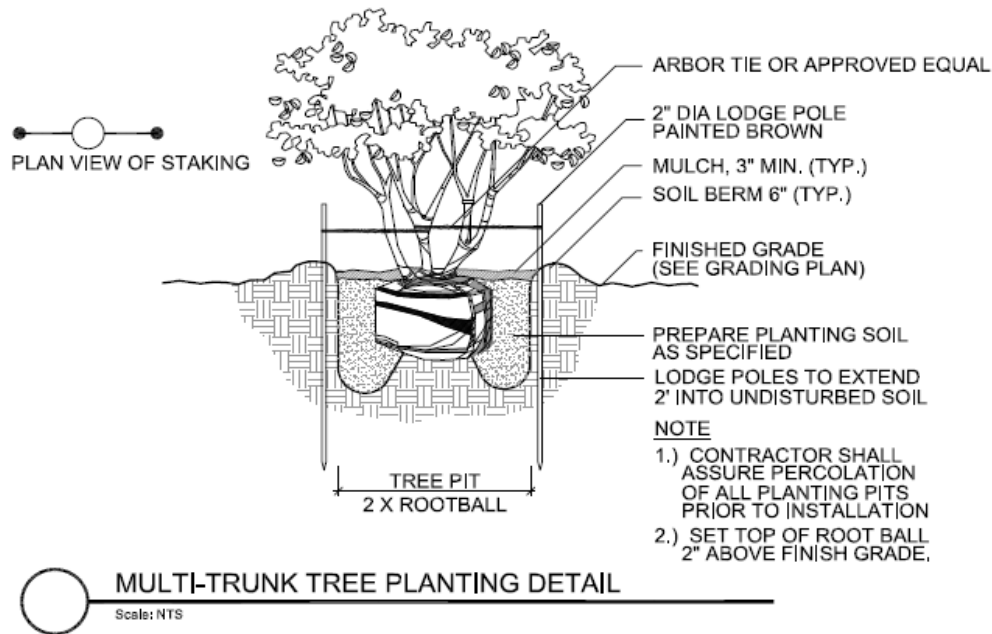
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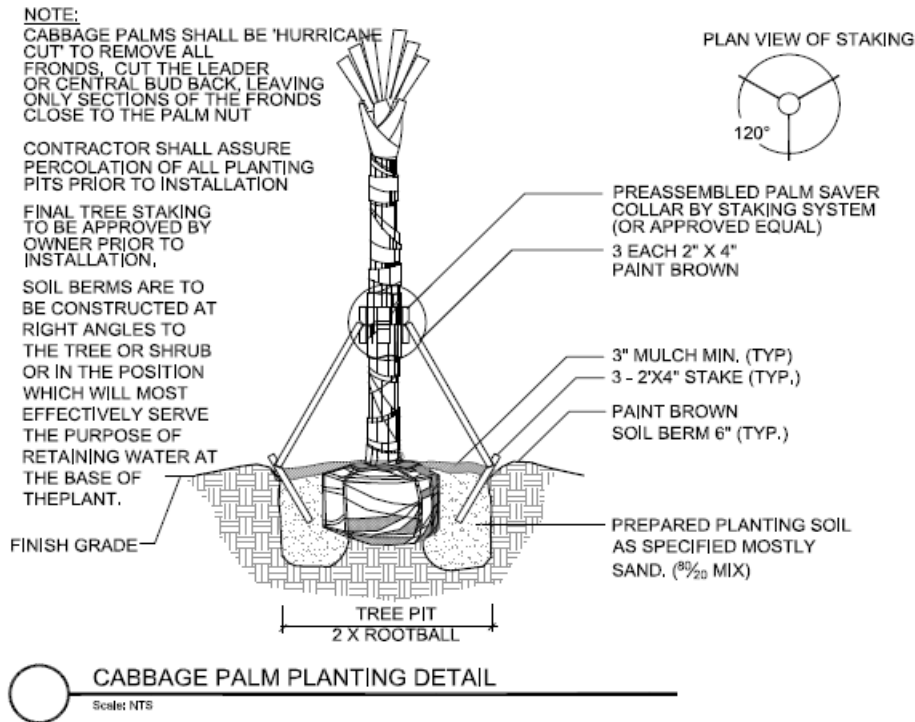


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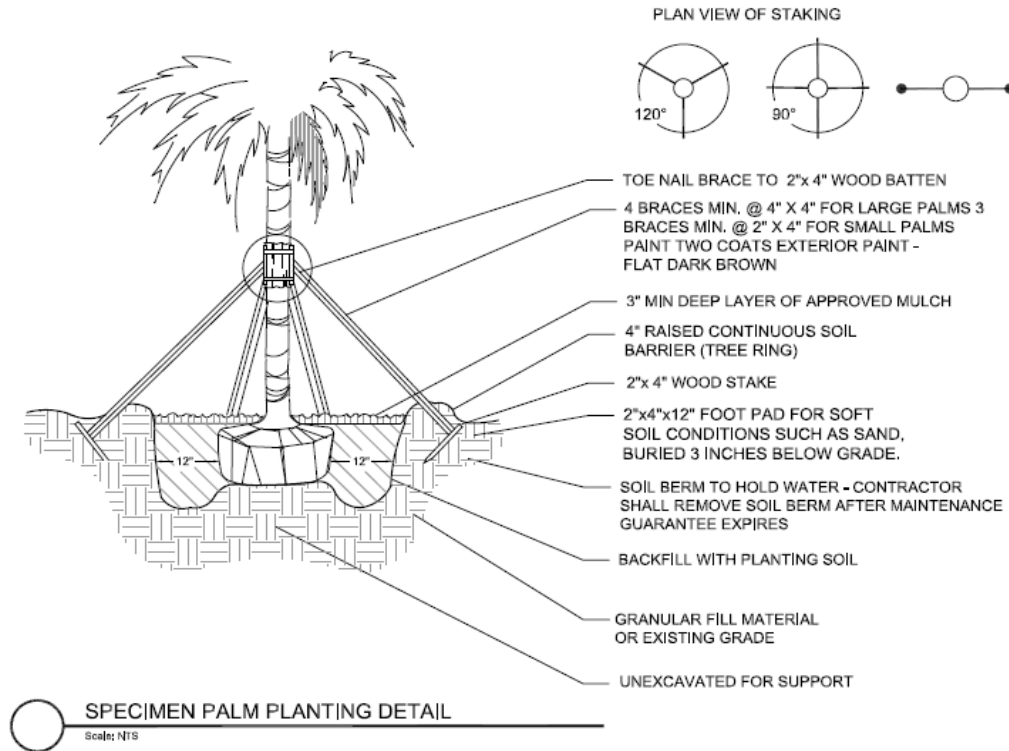
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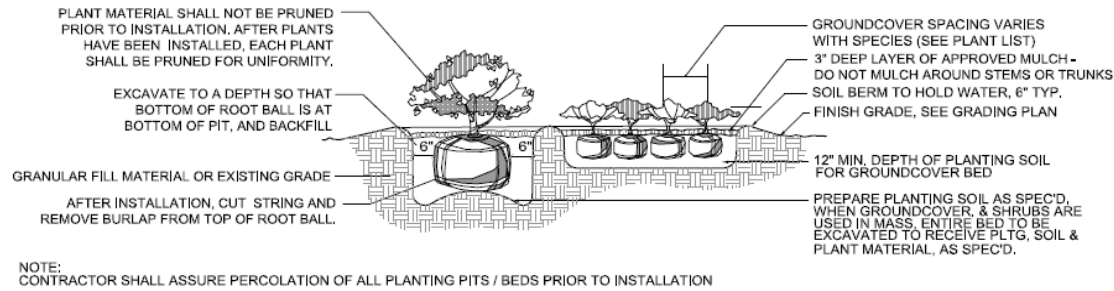
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MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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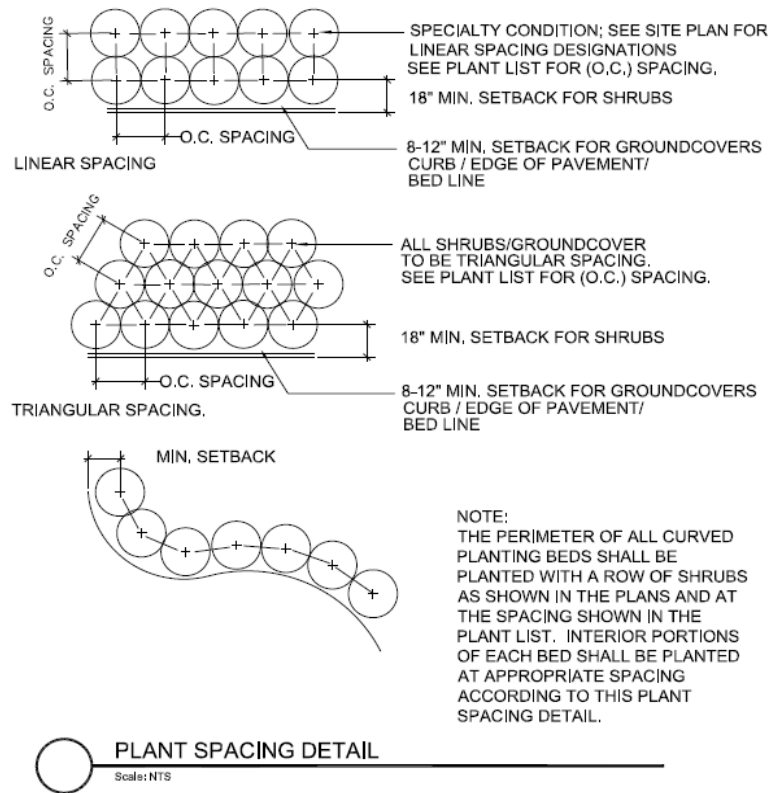


SHRUB AND GROUND COVER PLANTING DETAIL
Scale: NTS

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MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

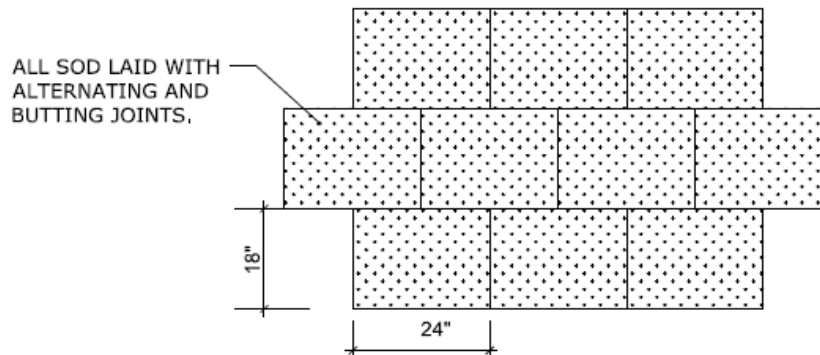
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MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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NOTE:

- SOD TO BE TOP DRESSED AND ROLLED
- 2"-3" IN OF TOP SOIL TO FINE GRADING AND LAY SOD



SOD DETAIL

Scale: NTS

SK-32.11

NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS
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33 00 00 UTILITIES
33 01 00 GENERAL

A. If project is within Miami-Dade Water and Sewer Department (WASD) service area the following procedures shall be followed.

1. A/E Coordination with MDC Facilities Management Department's Project Manager:
 - a. The A/E shall schedule a meeting with the Fire Department having jurisdiction, to determine the requirements for fire hydrants. If a fire hydrant is required, a water main extension may be required.
 - b. If it is determined that a water main extension is required, the A/E shall contact MDC Project Manager immediately.
 - c. The A/E shall provide the MDC a copy of the Fire Department stamped approved site plan. MDC will determine if the Fire Department requirements comply with Florida Statutes Section 1013.51 (1)(b).
 - d. MDC will schedule a meeting with the WASD and negotiate the points of connection for water.
 - e. If required, MDC will formally request a WASD Service Agreement from the utility company having jurisdiction. WASD requires the following documents:
 - 1) One (1) Signed and Sealed Boundary Surveys with Legal Description and Location Map.
 - 2) Property Legal Description typed on 8-1/2" x 11" sheet.
 - 3) One (1) copy of the site plan and/or tentative plat showing layout of buildings and roads.
 - 4) Proof of any existing or previously connected structure, and the type or usage/ occupancy of said structure.
 - 5) Sewer Capacity Certification Letter (Sewer Allocation) provided by the A/E.
 - 6) Preliminary site plan showing proposed water scope of work (8½" x 11", 8½" x 14" or 11" x 17" sheet) provided by the A/E.
 - 7) Fire Department stamped approved drawing provided by the A/E.
 - f. The A/E shall submit the aforementioned documents to MDC who will then prepare the required Service Agreement package and submit to WASD for processing
2. The A/E shall submit to WASD the required engineering documents for the Dry Run review approximately 3 weeks after the Service Agreement has been requested.

DIVISION 33
UTILITIES

This section contains the following:

33 01 00 GENERAL

- 33 05 09.43 Wet Taps
- 33 05 61 Concrete Manholes
- 33 05 61.1 Sanitary Sewerage Manholes and Structures
- 33 05 61.2 Stormwater Manholes and Structures
- 33 05 97 Identification and Signage for Utilities
- 33 08 10 Commissioning of Water Utilities
- 33 08 30 Commissioning of Sanitary Sewerage Utilities
- 33 08 40 Commissioning of Stormwater Utilities

(Continues)



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**33**

3. The A/E shall submit all water and sewer (WASD and RER) permit applications to MDC for their review. Following their review, the MDC Project Manager will sign the application, which will then be returned to the A/E for further processing.
4. Specify that the Contractor shall request a pre-construction meeting with WASD Service Desk or Inspection Section to review procedures before commencing work.
5. Specify that the Contractor, after the completion of all required testing, submittal of WASD As-Built for approval (including approval of the legal description and sketches for any new water or sewer easements), securing the WASD Final Inspection, Department of Health (DOH) HRS Letter of Release, RER Letter of Release and any other approval or certifications required by applicable agencies, WASD New Business Division, will prepare a Conveyance Package. This package shall include the following documents:
 - a. Waiver and Release of Lien.
 - b. Warranty Letter or Maintenance Bond.
 - c. Cost Breakdown, Water and Sewer.
 - d. Legal Description and Sketch (Contractor shall provide two (2) originals to MDC).
 - e. Bill of Sale.
 - f. Grant of Easement.

NOTE: The General Contractor/Offsite Contractor shall execute all the aforementioned documents and provide two (2) originals of each to MDC, with the exception of the Bill of Sale and Grant of Easement, prior to the installation of the permanent water meter.

6. The General Contractor/Offsite Contractor shall submit the Backflow Certifications and HRS Letter of Release to MDC, who will then request the installation of the permanent water meter.

B. Water Distribution System.

1. Public right-of-way improvements shall comply with DOH, WASD, and other utilities with site jurisdictions, for approvals, permits, and other specific requirements:
2. On-site Improvements:
 - a. Extend water lines on site to provide domestic water, emergency water, and fire service complying with DOH and fire department requirements.
 - b. Design connections to existing lines and provide locations for required meters according to governing agency or utility requirements.
 - c. Provide supply line with reduced pressure backflow preventer and separate water meter for irrigation tie-in to the domestic water supply.
 - d. On-site water lines to be dedicated to the county shall comply with WASD requirements.

33 10 00 WATER UTILITIES

- 33 14 00 Potable Water Systems
- 33 14 19.1 Backflow Prevention
- 33 14 19.2 Hydrants
- 33 19 00 Metering

33 30 00 SANITARY SEWERAGE

- 33 31 00 Sanitary Sewerage Piping
- 33 32 00 Sanitary Sewerage Equipment

33 40 00 STORMWATER UTILITIES

- 33 42 00 Stormwater Conveyance

33 50 00 GAS SERVICE**33 60 00 HOT/CHILLED WATER****33 70 00 SITE ELECTRICAL**

MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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3. Provide alternate or temporary water and sewer lines as required to existing facilities to avoid service interruption.
4. Underground exterior domestic water lines shall be:
 - a. PVC with mechanical joints with elastomeric seal for 4-inch diameter lines and larger.
 - b. PVC with socket welded joints for 3-inch diameter lines or less.
 - c. Determine proper PVC type for intended use from Florida Building Code.
 - d. Burial depth:
 - 1) Plumbing lines 2-1/2 inch in diameter or less shall be buried a minimum of 24 inches.
 - 2) Plumbing lines 3 inch in diameter or larger shall be buried a minimum of 36 inches.
 - e. Install lines with 6 inches of clean sand below and at sides of pipe and with a minimum of 12 inches of clean sand backfill over pipe.
 - f. PVC supply line velocities shall not exceed 5 fps.
 - g. PVC lines shall have 2-inch-wide metallic detection tape buried between 4 and 6 inches below finish grade.
5. Post indicator valves shall be required at emergency lines, including building fire lines. Locate valves near property lines. Additional valving shall not be provided except as allowed by National Fire Prevention Association (NFPA).

C. Hydrants and Siamese Connections.

1. Locate a drafting hydrant or fire hydrant within 8 feet of a fire lane and next to the main entrance of the campus.
2. A Siamese connection shall be within 50 feet of a hydrant, either mounted on a wall without adjacent window exposure or freestanding on a concrete pad or slab.
3. A Siamese connection shall be visible from fire lanes and readily accessible to firefighting crews by being clear of obstructions or landscaping.
4. When Siamese connections require concrete bollards to provide protection from vehicular traffic, the bollards shall be 3 feet high and shall be 4 feet clear of hydrants.

33 05 09.43 Wet Taps

See section 33 60 00 for information specific to heating hot water and chilled water line wet taps.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**33**

- A. General: Wet tapping may be performed on potable, fire, irrigation, and sanitary sewer force mains. All wet tapping shall be coordinated with MDC Operations Engineering.
- B. Contractor's Equipment: Tapping or drilling machine shall have the following features:
 - 1. Automatic feed indicator to show the exact position of the drill at all times.
 - 2. Automatic over-travel protection to prevent the cutter from going through the back side of the main.
 - 3. Automatic disengagement protection.
 - 4. Shell cutters shall be 1/2" undersized.
- C. Materials:
 - 1. Tapping Sleeves for potable, fire, and irrigation.
 - a. When tapping ductile or cast iron mains (12" and above), use one of the following:
 - 1) Fusion epoxy coated steel with stainless steel nuts and bolts; or
 - 2) Mechanical joint sleeve; or
 - 3) Stainless Steel Full Circle Tapping Sleeve: Romac SST with ductile flange, JCM 432 or mechanical joint sleeve with a test plug is acceptable.
 - b. When tapping asbestos-cement or PVC pipe (of any size), or iron pipe (12" and smaller), use only a Stainless Steel Full Circle Tapping Sleeve, with 304 Stainless Steel lugs, bolts, nuts and washers. The distance between bolts should not exceed 3".
 - c. All sleeves used in wet tapping must have a test plug for pressure testing.
- D. Execution:
 - 1. After installing the sleeve, and prior to drilling, the Contractor shall pressure test the installed material, using chlorinated water.
 - 2. If thrust blocks are needed, they shall not be installed until after the tap has been made. Pipe shall be wrapped with a Visqueen liner before cement is poured so concrete does not adhere to pipe.
 - 3. Do not backfill until inspected by MDC.

33 05 61.1 Sanitary Sewerage Manholes and Structures

- A. General:



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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1. All manholes and underground utility structures shall either be constructed with precast concrete units or reinforced cast-in-place concrete.
 2. All manhole openings shall be installed so as to minimize surface water intrusion through the lid.
 - a) In grassed areas, the opening shall be 3" above surrounding grade with a continuous gradual slope down from the opening; maximum slope is 1" per foot.
 - b) In paved areas, the opening shall be 1" above the surrounding grade with a continuous gradual slope down from the opening; maximum slope is 1/3" per foot.
- B. Structural Requirements:
1. Manholes and underground utility structures shall be designed by an engineer registered in the State of Florida based on ASTM C857 Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures with A-16 (AASHTO HS20) wheel loads. An additional load case consisting of A-12 (AASHTO HS15) wheel loads with 1/3 of the ASTM C857 impact and with Live Load Spacing of 32 inches rather than 4 feet shown in ASTM C857 Figure 1 shall also be considered.
 2. As an alternate, precast, and reinforced cast-in-place, concrete manholes and underground utility structures with top slabs not longer than 48 inches maximum inside dimension conforming to the 2008 Florida Department of Transportation Design Standards Index No. 200 and Index No. 201 may be utilized without design by an engineer registered in the state of Florida.
 3. Joints between precast units shall be made using "Ram-Nek" sealant.
- C. Sanitary Sewer Manholes:
1. Entrance Neck: 24" maximum length.
 2. Waterproofing: Manhole exterior shall be coated with bituminous material to prevent infiltration.
 3. Interior Construction: Smooth channels shall be made at the manhole invert to convey sewage through manholes. These channels may be made using either sewer line pipe that has had the top half of the pipe removed, or grout that has been shaped and formed. The space between the half-pipe, or grout channel, and the manhole walls shall be filled with grout that is shaped to promote drainage back into the channel. The use of brick is allowed in constructing this grout shelf, but is not allowed elsewhere in manhole construction.
 4. Ladder: No integral ladder is to be installed.
 5. Manhole Spacing: Maximum spacing between sanitary sewer manholes shall be 350 feet.
 6. Drop Manholes: Specify "drop" manhole if inlet invert is more than 2' above manhole invert. Drops for drop manholes shall drop on the outside of the manhole. Pour the outside pipe in concrete. Drop pipes inside of manhole are not permitted.
 7. Covers: Provide 24" minimum diameter lids permanently marked "SANITARY."
 8. All sanitary sewer manholes shall be furnished with an infiltration insert. Manhole inserts shall be furnished



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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and installed in all new sanitary sewer manholes and all manholes to be rehabilitated as part of the Project. Infiltration insert body shall be manufactured of High-Density Polyethylene meeting the requirements of American Society for Testing and Materials Standard D1248-84 (Reapproved 1989), A Polyethylene Plastics Molding and Extrusion Materials, Type III, Class A, Category 5 or stainless steel, or as required by Utility Authority.

33 05 61.2 Stormwater Manholes and Structures

A. General:

1. All manholes and underground utility structures shall either be constructed with precast concrete units or reinforced cast-in-place concrete.
2. All manhole openings shall be installed so as to minimize surface water intrusion through the lid.
 - a) In grassed areas, the opening shall be 3" above surrounding grade with a continuous gradual slope down from the opening; maximum slope is 1" per foot.
 - b) In paved areas, the opening shall be 1" above the surrounding grade with a continuous gradual slope down from the opening; maximum slope is 1/3" per foot.

B. Structural Requirements:

1. Manholes and underground utility structures shall be designed by an engineer registered in the State of Florida based on ASTM C857 Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures with A-16 (AASHTO HS20) wheel loads. An additional load case consisting of A-12 (AASHTO HS15) wheel loads with 1/3 of the ASTM C857 impact and with Live Load Spacing of 32 inches rather than 4 feet shown in ASTM C857 Figure 1 shall also be considered.
2. As an alternate, precast, and reinforced cast-in-place, concrete manholes and underground utility structures with top slabs not longer than 48 inches maximum inside dimension conforming to the 2008 Florida Department of Transportation Design Standards Index No. 200 and Index No. 201 may be utilized without design by an engineer registered in the state of Florida.
3. Joints between precast units shall be made using "Ram-Nek" sealant.

C. Storm Drainage Manholes & Structures:

1. Manholes:

- a) Entrance Neck: 24" maximum length.
- b) Ladder: No integral ladder is to be installed.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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- c) Manhole Spacing: Maximum spacing between storm sewer manholes shall be 350 feet.
 - d) Covers: Provide 24" minimum diameter lids permanently marked "STORM."
2. Inlets and Curb Inlets: Storm sewerage inlets shall conform to Florida Department of Transportation Design Standards, shall satisfy AASHTO HS-20 loading, and shall be suitable for bicycle traffic. Grates that allow bicycle tires to "drop in" or "get stuck" are not considered safe.
- a) Grates typically approved elsewhere may not be considered bicycle-safe and may require modification prior to installation.
 - b) Build up bottoms of catch basins to pipe inverts to create a natural flushing action during storm events.
 - c) Do not locate curb inlets on the radius of curves such as on the corners at intersections.

33 05 97 Identification and Signage for Utilities

- A. Warning Tape: All underground piping and utilities shall have non-detectable warning tape that conforms to the following requirements to identify the specific system buried below. Warning tape shall meet OSHA regulation 1926-956 (C) (I). Tape shall be 6" wide with black lettering imprinted on a color-coded background that conforms to APWA color code specifications. Tape shall be installed between 18" to 30" above the top of the pipe and a minimum of 6" below grade.
- B. Tracer Wire: All non-metallic pipes installed underground (except pipe containing electric wires and traceable communication lines) and all piping installed 6 feet or more below grade shall have a tracer wire installed along the length of the pipe. The tracer wire shall be taped to the pipe and not allowed to "float freely" within the backfill. The tracer wire shall be continuous without splicing from access point to access point along the length of the pipe. The tracer wire shall be accessible at all structures (valve boxes, meter pits, manholes, pull boxes, lift stations) along the length of the pipe. The tracer wire shall have an access point at the beginning and ending points of the pipe run with no distance between access points to exceed 400 feet within the pipe run. The tracer wire shall have a color-coded jacket as follows:
- 1. Potable Water – Blue
 - 2. Reclaimed Water – Purple
 - 3. Sanitary Sewer – Green
 - 4. Storm Sewer & Drain Lines – Green



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

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UTILITY	COLOR
PROPOSED EXCAVATION	WHITE
ELECTRIC POWER LINES, CABLES, CONDUIT AND LIGHTING CABLES	RED
POTABLE WATER	BLUE
STEAM, CONDENSATE, GAS OR OIL COMPRESSED AIR	YELLOW
TELECOMMUNICATIONS, ALARM OR SIGNAL LINES, CABLES OR CONDUIT	ORANGE
TEMPORARY SURVEY MARKINGS	PINK
SEWER AND STORM DRAINS	GREEN
CHILLED WATER, RECLAIMED WATER, IRRIGATION AND SLURRY LINES	PURPLE
OTHER	LIGHT BLUE

Tracer wire for piping less than 12" diameter shall be a #12 AWG and for piping greater than 12" diameter or 6 feet or more below grade shall be a #10 AWG and HS-CCS high-strength copper clad steel conductor (HS-CCS), insulated with a 30 mil, high-density, high molecular weight polyethylene (HDPE) insulation, rated for direct burial use at 30 volts. HS-CCS conductor must be 21% conductivity for locating purposes, Break load 380# minimum. HDPE insulation shall be RoHS compliant and utilize virgin grade material. Insulation color shall meet the APWA color code standard for identification of buried utilities. Tracer wire shall be Copperhead™ HS-CCS HDPE 30 mil insulation or pre-approved equal and made in the USA. Any disturbance of this tape requires replacement after work is completed.

33 08 10 Commissioning of Water Utilities

- A. General: All piping for water distribution systems shall be cleaned and tested.
- B. Specify thorough flushing, and cleaning with a "Polly Pig" where necessary. Sterilization and pressure testing procedures shall be explicitly specified and shall comply with the appropriate AWWA standard and State of Florida Health Standards.
- C. Water samples shall be tested at a Miami-Dade County Public Health Unit, Environmental Health Division in Miami. Currently a fee is charged for this test. Test results are to be forwarded to the MDC Project Manager and MDC before service is turned on. A representative from MDC must be present during the water sampling – no exceptions.



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS**33**

- D. Commissioning of water utilities shall be accordance with Miami-Dade County Water and Sewer Department's Standard Specifications.

33 08 30 Commissioning of Sanitary Sewerage Utilities

- A. All newly installed sanitary sewer piping shall be television inspected and recorded. The TV inspection recording shall provide a clear picture with audio. The picture shall contain the number of linear feet from the center of the manhole. The recording shall be turned over to MDC at Substantial Completion in DVD or MPEG format.
- B. All drain and gravity sewer line segments or sections shall be separately and individually lamped and tested for infiltration and exfiltration, unless otherwise allowed by the Engineer. A line "segment" or "section" shall be defined as a run of pipe between a manhole and the next manhole either up or down stream of that manhole.
- C. Commissioning of sanitary sewerage utilities shall be accordance with Miami-Dade County Water and Sewer Department's Standard Specifications.

33 08 40 Commissioning of Stormwater Utilities

- A. All newly installed stormwater piping shall be television inspected and recorded. The TV inspection recording shall provide a clear picture with audio. The picture shall contain the number of linear feet from the center of the manhole. The recording shall be turned over to MDC at Substantial Completion in DVD or MPEG format.

33 10 00 WATER UTILITIES**33 14 00 Potable Water Systems**

- A. Underground piping 4" and larger shall be C900 PVC or cement lined, bituminous sealed ductile iron.
 - 1. Push-on joint pipe should be minimum thickness Class 51, and flanged joint pipe should be minimum thickness Class 53.
 - 2. Use flanged joint type pipe when piping is exposed, and when buried pipe joints are located beneath structures. Welded joints are not permitted.
 - 3. Ductile iron pipe installed in a corrosive area shall be wrapped in a plastic approved for underground applications.
- B. Pipe size under 4" shall be Schedule 80 PVC. Design shall include a reaction block schedule, if applicable.



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- C. Flanges: Flanges should conform to American Standard B16.1, latest revision. Specify full-faced type rubber gaskets, 1/16" thick, for all flanged joints.
- D. Minimum Depth of Burial: The minimum depth of burial for potable water piping shall be 30" to the top of the pipe.
- E. Sleeves Under Roadways and Sidewalks: All buried lines under roadways and sidewalks shall be installed in a pipe sleeve that is a minimum of two pipe sizes larger than the line itself. Pipe sleeves shall be ductile iron pipe (DIP) and shall extend a minimum of 5' beyond both sides of the roadway and a minimum of 1' beyond both sides of the sidewalk.
- F. Pressure Testing: All potable water systems shall be tested at 150 psi for a minimum of two hours. If test fails, corrections shall be made to the system and the test repeated to confirm correction of deficiencies. All testing shall be performed to ASTM Standards and witnessed by MDC.
- G. Valve Boxes: Valve boxes shall be cast iron. Surround with concrete pad, with chamfered edges. Pad shall be 18" x 18" x 8" with 6" x 6" #10 gage welded wire mesh. Lid should be marked "WATER." Boxes and lid material shall be AASHTO H-16 rated.
- H. Thrust Restraints: Absent the use of mechanical connections on fittings at changes in direction, properly sized concrete thrust blocks shall be installed. To facilitate ease in the future removal of thrust blocks, the affected piping shall be wrapped in 6 mil polyethylene film (Visqueen) prior to pouring the thrust block.

33 14 19.1 Backflow Prevention

The following requirements relating to backflow prevention devices apply to MDC's potable water, fire water, and irrigation systems regardless of whether the system served is described in these Standards or where the backflow prevention device is physically located (indoors or outdoors).

- A. General:
 - 1. Provision Requirement: To reduce the risk for contaminants being introduced into the potable water system, backflow prevention devices are required on all potable water system service laterals, regardless of whether the lateral is used for fire water, potable water, or irrigation. Projects for new buildings and renovations shall provide and install backflow preventers (BFP's) on all such laterals, and elsewhere if required by the below-mentioned applicable design guidelines.
 - 2. Design Guidelines: Pipe, fittings, and devices shall comply with American Water Works Association Manual M-14, Miami-Dade County Regional Utilities' Manual of Cross Connection Control, and Florida Department of



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Environmental Protection requirements (62-555.360 Florida Statutes).

3. Quality Assurance: All pipe, fittings, and devices shall be approved by the Foundation for Cross-Connection Control and Hydraulic Research (FCCC & HR).
4. Required Type of Device: Use reduced pressure type backflow preventers only, except in cases where an air gap is deemed necessary. Backflow Preventer Assembly shall conform to the AWWA "Recommended Practice for Backflow Prevention and Cross-Connection Control" M-14". All Double Check Valve Assemblies (DCVA) shall be testable. Flow detection meter assembly is not required.
5. Location of Device:
 - a. BFP's should be located indoor, concealed, or landscaped so as not to be visually obtrusive; location shall be coordinated with the MDC Project Manager.
 - b. BFP's shall be located above grade in an area not prone to flooding.
6. Test Cocks: All BFP's shall have test cocks.
7. Acceptable Manufacturer: AMES, Watts, Febco, Wilkins.

B. Special Requirements by Application:

Special requirements for fire protection, potable water, irrigation system and health hazard applications are given below.

1. Fire Water System: A single-double check valve is acceptable. If possible, install BFP's for the fire water system indoors.
2. Chiller and Cooling System: make-up water for chillers and cooling systems shall be provided with a single-double check valve BFP's.
3. Potable Water System:

Two BFP's, installed in parallel, are to be installed on all potable water system laterals to buildings. The size of each of these two BFP's can be reduced from the size required when using a single BFP, provided the two are identical in size and the combined cross-sectional area of the two BFP's equals, or exceeds, the cross-sectional area of the single BFP.

 - a. MDC requires dual BFP's because the buildings cannot be without water during testing and repairs of BFP's (bypasses are not acceptable).
 - b. Laboratory areas within buildings: All laboratory areas within buildings shall be isolated by BFP's located such that they are easily accessible for maintenance.
4. Irrigation System:



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- a. Reclaimed Water As Source: If reclaimed water is used as a source for irrigation water, a reduced pressure backflow preventer is not required to protect the reclaimed water system.
 - b. Groundwater/Reclaimed Water As Sources: Wells serving irrigation systems also fed by reclaimed water shall be protected by a reduced pressure backflow preventer.
 - c. Potable Water/Reclaimed Water As Sources: Where potable water serves irrigation systems also fed by reclaimed water, the potable water system shall be protected by an air gap rather than a reduced pressure backflow preventer.
5. Health Hazard Applications: Reduced Pressure Devices for Health Hazard Applications shall have removable insulated valve protection device (i.e. "Hot Box") insulation jackets and an air gap drain.
- C. Execution:
- 1. Method of installation shall be designed to minimize flow restriction.
 - 2. Service Clearances: To facilitate servicing BFP's, the bottom of the BFP shall be located between 12" and 36" above the ground. The side with the test cocks shall be 24" from the nearest fixed wall or obstruction, and all other sides shall be 12" from the nearest fixed wall or obstruction.
 - 3. Water Drainage: Provide appropriate means for collection of water from backflow prevention devices if located within the building.
- D. Certification: All backflow preventers shall be tested, certified, and tagged following the installation and prior to Substantial Completion.

33 14 19.2 Hydrants**A. General:**

- 1. All hydrants shall be a dry-barrel, breakaway type with 5 1/4-inch seats, meeting AWWA C502 standards for dry-barrel hydrants.
- 2. Hydrants shall have two 2 1/2-inch nozzle connections and one 4-inch nozzle connection. The nozzle section of the hydrant shall be able to rotate 360° during field installation.
- 3. The rated water working pressure for all hydrants shall be 200 psi and tested to 400 psi by an independent laboratory testing agency.
- 4. The main valve closure shall be compression type. The hydrant will be breakaway type so main valve will remain closed if hydrant is damaged by a vehicle.
- 5. The main valve opening shall not be less than 5 1/4 inches. The internal working parts shall be removable through the top of the hydrant. The seat and subseat shall be made of bronze.
- 6. The drainage system of the hydrant shall be activated by the main stem and shut-off by direct compression



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closure.

7. A gate valve shall be installed in the line feeding the hydrant, as close as possible to the hydrant.
 8. Hydrant must have a 6" inlet pipe connection.
 9. Hydrant shall not have a tamperproof cover.
- B. Installation Height: Centerline of pumper nozzle shall be a minimum of 18" and a maximum of 22" above grade.
- C. Acceptable Manufacturers: American Darling, Kennedy Valve, Clow Valve and in accordance with Fire Department having jurisdiction.
- D. Clearances: No obstructions within a 6' radius; and no building within 10'.
- E. Operation:
1. Unless properly metered by MDC, Contractors shall not operate fire hydrants for the purpose of using water on construction.
 2. Contractors shall not operate fire hydrants without proper fire hydrant tools. The use of pipe wrenches, monkey wrenches, or any other device not made for fire hydrant use is prohibited.

33 19 00 Metering

- A. Water meters shall comply with water utility standards and requirements of the water utility providing services.

33 30 00 SANITARY SEWERAGE

- A. If project is within Miami-Dade Water and Sewer Department (WASD) service area the following procedures shall be followed.
1. A/E Coordination with MDC Facilities Management Department's Project Manager:
 - a. MDC will schedule a meeting with the WASD and negotiate the points of connection for sewer.
 - b. If required, MDC will formally request a WASD Service Agreement from the utility company having jurisdiction. WASD requires the following documents:
 - 1) One (1) Signed and Sealed Boundary Surveys with Legal Description and Location Map.
 - 2) Property Legal Description typed on 8-1/2" x 11" sheet.
 - 3) One (1) copy of the site plan and/or tentative plat showing layout of buildings and roads.



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- 4) Proof of any existing or previously connected structure, and the type or usage/ occupancy of said structure.
 - 5) Sewer Capacity Certification Letter (Sewer Allocation) provided by the A/E.
 - 6) Preliminary site plan showing proposed water and sewer scope of work (8½" x 11", 8½" x 14" or 11" x 17" sheet) provided by the A/E.
 - 7) Fire Department stamped approved drawing provided by the A/E. The A/E shall submit the aforementioned documents to MDC who will then prepare the required Service Agreement package and submit to WASD for processing
2. The A/E shall submit to WASD the required engineering documents for the Dry Run review approximately 3 weeks after the Service Agreement has been requested.
 3. The A/E shall submit all sewer (WASD and RER) permit applications to MDC for their review. Following their review, the MDC Project Manager will sign the application, which will then be returned to the A/E for further processing.
 4. Specify that the Contractor shall request a pre-construction meeting with WASD Service Desk or Inspection Section to review procedures before commencing work.
 5. Specify that the Contractor, after the completion of all required testing, submittal of WASD As-Built for approval (including approval of the legal description and sketches for any new water or sewer easements), securing the WASD Final Inspection, Department of Health (DOH) HRS Letter of Release, RER Letter of Release and any other approval or certifications required by applicable agencies, WASD New Business Division, will prepare a Conveyance Package. This package shall include the following documents:
 - a. Waiver and Release of Lien.
 - b. Warranty Letter or Maintenance Bond.
 - c. Cost Breakdown, Water and Sewer.
 - d. Legal Description and Sketch (Contractor shall provide two (2) originals to MDC.
 - e. Bill of Sale.
 - f. Grant of Easement.
 6. In addition, prior to occupying the new facility, the Engineer of Record shall obtain the required RER 100% Certificate of Completion for the newly installed sewer infrastructure.
- B. Sanitary Sewer System.
1. Public right-of-way and on-site improvements require WASD and RER approval before MDC acceptance.
 2. Connect the building sewer system to a public sanitary sewer system or a RER approved disposal system.
 3. Underground exterior sanitary lines shall be as follows:



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- a. PVC with mechanical joints with elastomeric seal for lines 4 inch diameter and larger.
 - b. PVC with socket welded joints for lines 3 inch diameter or less.
 - c. Determine proper PVC type for intended use from FBC- Plumbing, Chapter 7 with their respective governing ASTM or other standards.
 - d. Burial depth:
 - 1) Sanitary lines that are 2-1/2 inch diameter or less shall be buried a minimum of 24 inches.
 - 2) Sanitary lines that are 3 inch diameter or more shall be buried a minimum of 36 inches.
 - e. Install lines with 6 inches of clean sand below and at sides of pipe and with a minimum of 12 inches of clean sand backfill over pipe.
 - f. PVC lines shall have 2 inch wide metallic detection tape buried between 4 to 6 inches below finish grade.
4. Provide exterior sanitary sewer lines with manholes at every change of line or grade and at intervals not exceeding 300 feet.
- a. Piping connecting manholes shall be 8 inch diameter or greater, have at least a 0.4 percent slope, and a sewage velocity of at least 2 feet per second.
 - b. Provide traffic type cast iron rings and round covers at manholes.
 - c. Manholes shall be according to M-DCPW.
 - d. Manholes shall have inlet and outlet inverts noted and with a 0.1" change of elevation.
5. Calculations and design of lift stations require MDC acceptance.
6. See Division 22 00 00 "Plumbing" for acid resistant piping requirements.
- C. Waste Disposal System.
- 1. See Division 22 13 00 "Facility Sanitary Sewerage" for grease interceptor locations, sizes, and other requirements.
 - 2. Comply with and size grease interceptors according to DOH requirements.
- D. Dumpster Pads.
- 1. French drains or collection tanks shall not be used for dumpster pad drainage.

33 31 00 Sanitary Sewerage Piping

- A. Gravity Collection System Piping: PVC piping shall be in accordance with ASTM 3034D standards and SDR ratio



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applicable to the depth of burial as recommended by the manufacturer. Cement lined ductile iron class 50 is acceptable for special conditions.

- B. Sanitary Force Main Piping: If PVC piping is used for the force main then the piping shall be DR-25, as a minimum, with mechanical joint fittings. PVC piping used for sanitary force mains will need to have a 14-1-MDC gauge insulated wire attached to the pipe. The insulated wire shall be continuous through valve boxes. Pipe should be green in color or have a yellow stripe painted on top.
- C. The use of vitrified clay pipe is unacceptable.
- D. Cleanouts: Cleanouts shall be provided at grade. Cleanout caps shall be made of brass. Surround cleanouts with concrete pad with chamfered edges. Pad shall be 18" x 18" x 6" with #10-gauge welded wire mesh.
- E. Valve Boxes: Valve boxes shall be cast iron. Surround with concrete pad with chamfered edges. Pad shall be 18" x 18" x 8" with 6" x 6" #10 gage welded wire mesh. Lid shall be marked "SANITARY." Boxes and lid material shall be AASHTO H-16 rated.

33 32 00 Sanitary Sewerage Equipment

- A. General: Lift stations shall comply with Division 22 13 00 "Facility Sanitary Sewerage."

33 40 00 STORMWATER UTILITIES

- A. Storm-water Management.
 - 1. Public right-of-way improvements shall comply with M-DCPW for approvals, permits, and other specific requirements.
 - 2. On-site improvements shall comply with:
 - a. RER
 - b. South Florida Water Management District.
 - c. M-DCPW.
 - d. Or other Agencies having jurisdiction.
 - 3. Storm-water management shall follow the requirements of the Department of Transportation (DOT) Drainage Manual, Volume 2A, and the requirements of the local comprehensive plan.



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- a. Pipe capacity shall be determined by the Manning Formula and partially full flowing pipes shall have a flow velocity of at least 2 feet per second.
- b. Parking lot drainage shall have a storm recurrence frequency of 5 years, with positive drainage at paving, and with the storm drainage system water level not exceeding the pavement surface elevation.
- 4. The A/E shall decide the location and number of percolation tests to be performed on each project. Site drainage design shall be based on test results combined with finish grades, paved areas and building footprints.
- 5. Request criteria regarding soil corrosion effects from geotechnical engineer to decide piping life cycle cost analysis.
- 6. Landscaped areas not directly drained by a system of pipes, trenches or catch basins shall be sloped to a properly drained area to prevent ponding water.
- 7. Provide adequate drainage structures to control runoff from parking lots and other paved areas.
- 8. Courtyards, partially or completely surrounded by buildings, shall drain away from buildings.
- 9. Centerline of exfiltration trenches shall be at least 15 feet from building foundations.
- 10. Storm drainage runoff shall be directed away from buildings and shall not cross sidewalks or covered walkways to get to drainage inlets.
- 11. Catch basins shall not be located in or within 10 feet of field play areas.
- 12. Provide catch basin covers with hinges.
- 13. Storm systems shall be designed to minimize standing water in the pipes and structures so as to not breed mosquitoes.

33 42 00 Stormwater Conveyance

- A. Schedule 40 PVC piping shall be used for storm sewer piping up to 10 inches. Black corrugated HDPE piping shall be used for storm sewer piping above 10 inches. Where circumstances warrant, double walled HDPE (lined corrugated) pipe can be used. RCP and other types of successfully field-tested piping are acceptable alternates if FDOT- approved.
- B. The use of corrugated metal pipe or vitrified clay pipe is not acceptable.
- C. Cleanouts: Cleanouts shall be provided at grade. Cleanout caps shall be made of brass. Surround cleanouts with concrete pad with chamfered edges. Pad shall be 18" x 18" x 6" with #10-gauge welded wire mesh.

33 50 00 GAS SERVICE

- A. Where gas services are required for laboratory, food preparation, and hot water needs, the A/E is to consult with



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the franchised gas service supplier. A/E is to advise MDC and show the proposed gas service lines on the Civil Site Plans to ensure coordination with other site improvements and prevention of conflict. The associated work is to be indicated as provided by others on the plans.

33 60 00 HOT/CHILLED WATER

- A. See Division 23, HVAC for specific requirements regarding piping, valves, fittings, manhole materials, and placement. Show all site related mechanical improvements on the Civil Site Plans for proper coordination with other utilities and resolution of conflicts.

33 70 00 SITE ELECTRICAL

- A. See Division 26, Electrical for specific requirements regarding conduits, cabling, manholes, site lighting, transformers and switching materials, placement, and meters. Show all site related electrical improvements on the Civil Site Plans for proper coordination and resolution of conflicts.
1. Develop installation specifications for all utility systems satisfying manufacturer's recommendations and other related Division 2, Sitework requirements. Coordinate with the MDC Project Manager prior to design for project requirements, utility source, and medium voltage distribution design and specifications.
 2. Specify that dry trench conditions are to be maintained to facilitate effective installations by well pointing where needed.
 3. The A/E is to make sure that any new or modified system is not put into service until the agency approval/clearance letter has been received.

NOTE: This division of the design criteria shall be included as part of Project Manual in the Construction and Contract Documents.

END OF DIVISION



MIAMI DADE COLLEGE – DESIGN CRITERIA STANDARDS

Design Criteria – Edit Request Form

Name:	
Department:	
Email:	
Date:	

This request is to:

- Modify a section of the document
- Replace a section of the document
- Delete a section of the document
- Add a new section to the document

Division:

Chapter:

Please supply a brief description of why you would like to present changes to the document:

Please indicate the urgency of this request:

- High
- Moderate
- Low

Please submit all requests to documentcontrol@mdc.edu for review.

END OF FORM

ADDENDUM

DESIGN CRITERIA - EDIT REQUEST

EDIT REQUEST FORM

AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated this ____ day of ____ 2023, by and between:

TOWN OF PEMBROKE PARK, FLORIDA, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as “Town”;

and

EDD HELMS AIR CONDITIONING & ELECTRIC, INC., a corporation authorized to do business in the State of Florida, with a principal address of 740 International Parkway, Sunrise, FL 33325, hereinafter “Contractor,” who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as “party” or collectively as “parties”.

WHEREAS, the Town desires to enter into this Agreement with Contractor to provide miscellaneous maintenance and repairs of certain mechanical equipment; and

WHEREAS, the Town is authorized to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of the agreement entered into on or about June 15, 2021, between the Contractor and the District Board of Trustees of Miami Dade College Florida (the “Agreement”), as amended, attached hereto as composite **Exhibit “A”** and incorporated herein; and

WHEREAS, pursuant to the Second Amendment, the term of the Agreement, as amended, will expire on June 30, 2024; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit “A”** as set forth herein; and

WHEREAS, Contractor has agreed to honor and extend the prices, terms, and conditions set forth in the Agreement to Town; and

WHEREAS, Town desires to retain the services of Contractor by "piggybacking" the terms and requirements set forth in **Exhibit “A”** and as modified herein.

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

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

Section 2. The prices, terms, and conditions set forth in **Exhibit “A”** shall govern the relationship between the Town and Contractor, except as amended below:

- A. The Scope of Services to be performed under this Agreement shall be as set forth in **Exhibit “A,”** except said services shall be performed in and for the Town.
- B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.
- C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in **Exhibit “A.”**
- D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.

- E. Contractor shall provide Town with proof of insurance as required by **Exhibit “A”**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor’s insurance.
- F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the Town’s sole discretion, has been provided to and approved by the Town.
- G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

Section 3. In all other respects, the terms and conditions of **Exhibit “A”** are hereby ratified and shall remain in full force and effect under this “piggybacking” arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit “A”** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit “A,” this Agreement shall prevail, followed by Exhibit “A.”

Section 4. Public Records.

- A. Contractor shall comply with the Florida Public Records Act as follows:
 - 1. Keep and maintain public records in the Contractor’s possession or control in connection with the Contractor’s performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.
 - 2. Upon request by Town’s records custodian, provide Town with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
 - 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town’s information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all

duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

Section 5. E-Verify. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. **Definitions** for this Section:

1. "*Contractor*" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a contractor or consultant.
2. "*Subcontractor*" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
3. "*E-Verify system*" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

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

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. 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; and

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

Section 6. Scrutinized Companies.

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town: Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023

Copy to: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor: Matthew Paladino
Project Manager / Estimator
Edd Helms Air Conditioning and Electric, Inc.
740 International Parkway
Sunrise, FL 33325
MPaladino@eddhelms.com

Section 9. Severability. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Interim Town Attorney

EDD HELMS AIR CONDITIONING
AND ELECTRIC, INC.

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☐ physical presence or ☐ online notarization, on this ____ day of _____, 2023, as _____ of _____, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of Edd Helms Air Conditioning and Electric, Inc. and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this ____ day of _____, 2023.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:



Accreditation Consulting Specia

Accreditation Consulting Specialists
2114 N. Flamingo Road #2136
Pembroke Pines
33028
9544898846
rdabneydonovan@pdtppfl.gov

INVOICE
20230009

DATE
Sep 6, 2023

DUE DATE
Oct 6, 2023

BALANCE DUE
USD \$9,000.00

BILL TO

Town of Pembroke Park Police Department

3150 SW 52 Avenue
Pembroke Park
33023
rdabneydonovan@pdtppfl.gov

DESCRIPTION	RATE	QTY	AMOUNT
Professional Services: Policy and Procedures Review and revise the Town of Pembroke Park Police Department's policies and procedures. Template will be provided by the agency. All policies and procedures will be approved by the Chief of Police.	\$150.00	30	\$4,500.00
Professional Services: Power DMS Upload all of the approved policies and procedures for the Town of Pembroke Park Police Department to Power DMS. Set up signature requirements for all policies to be signed by all employees of the Department. Set up policy review alerts, via Power DMS, for Command Staff to ensure high-liability policies are reviewed on an annual basis.	\$150.00	10	\$1,500.00
Professional Services: Training Develeopment Meet with Town of Pembroke Park Interim Chief of Police to discuss training programs. Review all ATMS records of sworn personnel to ensure mandatory training is complete. Create a calendar schedule to be used on an annual basis to include mandatory training and any other training required by the Department.	\$150.00	10	\$1,500.00
Professional Services: Training Records Create training profiles for all employees in Power DMS. Upload all training records into Power DMS.	\$150.00	10	\$1,500.00
TOTAL			\$9,000.00

BALANCE DUE

USD \$9,000.00

Fees: Client agrees to pay Consultant \$4500.00, per month for 30 hours of consulting services provided as described in this agreement. All hours worked by Consultant shall be charged at a rate of \$150.00 per hour.

Client agrees to pay \$150.00 per hour to Consultant absent of a monthly contract.

Any special projects requested by Client will be negotiated on a per-project basis.

Term and Termination: This Agreement shall commence on approval date by the Town of Pembroke Park Police Department and continue on a month-to-month basis until terminated by either party. Either party may terminate this Agreement with 10 days written notice to either party.

Confidentiality: Consultant agrees to maintain the confidentiality of all information received from the Town of Pembroke Park Police Department in connection with this Agreement.

Independent Contractor: Consultant is an independent contractor and not an employee of the Town of Pembroke Park Police Department.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and any applicable federal laws.

Payments: All payments are due as noted on the invoice. Please make checks payable to Accreditation Consulting Specialists and mailed to the address indicated on the invoice.

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 2023, by and between:

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

and

Accreditation Consulting Specialists, authorized to do business in the State of Florida, with a business address of **2114 N. Flamingo Road, #2136** (hereinafter referred to as the "CONSULTANT"). TOWN and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

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

ARTICLE 1 **PREAMBLE**

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

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

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

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

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

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

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

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

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

ARTICLE 3

TERM AND TERMINATION

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

3.2 This Agreement may be terminated by either party for cause, or by the TOWN for convenience, upon ten (10) days' written notice by the TOWN to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to TOWN immediately.

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

ARTICLE 4

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COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be entitled to invoice TOWN on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by TOWN. TOWN shall pay CONSULTANT up to \$4,500 per month for up to thirty (30) hours of consulting services, as set forth herein. All work performed by CONSULTANT shall be charged at an hourly rate of \$150.00/hour, as more particularly described in Exhibit "A."

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

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

4.4 Payment will be made to CONSULTANT at:

Accreditation Consulting Specialists
2114 N. Flamingo Road, #2136
Pembroke Pines, Florida 33028

ARTICLE 5 **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

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

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

ARTICLE 6 **INDEMNIFICATION**

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

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

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

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

ARTICLE 7

INSURANCE

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

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

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

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

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

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

7.6 REQUIRED INSURANCE

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

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

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

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

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the

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scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subConsultants similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his subConsultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

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

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

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

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

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

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

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

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

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

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

ARTICLE 8 **INDEPENDENT CONSULTANT**

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

ARTICLE 9 **VENUE**

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

ARTICLE 10 **PUBLIC RECORDS**

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

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

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

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

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

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

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

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

**ARTICLE 11
MISCELLANEOUS**

11.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of TOWN whether or not the

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project for which they are made is completed. TOWN hereby agrees to use CONSULTANT's work product for its intended purposes.

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

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

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

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

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

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

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

Consultant: Accreditation Consulting Specialists
2114 N. Flamingo Road, #2136
Pembroke Pines, Florida 33028
Telephone No. (954) 489-8846

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

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

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

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

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

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

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

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

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

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

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

11.13.2.2 Is engaged in business operations in Syria.

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

11.14.1 Definitions for this Section:

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

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

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

11.14.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S.

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Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

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

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

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

TOWN:

TOWN OF PEMBROKE PARK, FLORIDA

ATTEST:

MARLEN MARTEL, TOWN CLERK

By: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO FORM:

OFFICE OF THE TOWN ATTORNEY

CONSULTANT:

Accreditation Consulting Specialists

{00581809.1 3399-0000000 }

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, on behalf of Accreditation Consulting Specialists for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

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

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

EXHIBIT “A”
(SCOPE OF SERVICES / COMPENSATION)

{00581809.1 3399-0000000 }

AGENDA ITEM REPORT



To: Commission
Subject: Executive Recruiter
Meeting: 10 11 2023 DRAFT REGULAR COMMISSION MEETING - Oct 11 2023
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

August meeting Commission voted to hire execute recruiter.

ATTACHMENTS:

[Recruit CBA Proposal](#)
[Recruit CBA Appendices - volume 2](#)
[Recruit GPS Proposal](#)
[Recruit Slavin](#)
[Recruit WBCP List of Recruitments](#)
[Recruit WBCP Option Pricing 2](#)

Jacobs Horowitz, Interim Town Attorney	Status: Pending
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None



**PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES
FOR
PEMBROKE PARK, FL**

Volume I: Proposal

Colin Baenziger & Associates

Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

PROPOSAL TO PROVIDE EXECUTIVE SEARCH FIRM SERVICES

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September 29, 2023

The Honorable Mayor Ashira Mohammed, Vice Mayor Eric Morrisette and Commissioners
William R. Hodgkins, Musfika Kashem, and Geoffrey Jacobs
City of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

The Honorable Mayor Mohammed, Vice Mayor Morrisette and Commissioners Hodgkins,
Kashem, and Jacobs:

Colin Baenziger & Associates (CB&A) would like to thank you for the opportunity to submit this proposal to assist in finding your next City Manager. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested across the country and found to be extremely effective.

While CB&A is a nationwide municipal recruiting firm, our home base is Florida. In fact, we have been selected to perform 135 of the last 202 recruitments where a Florida city or county has chosen to use a recruiter to find its Manager / Administrator. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients and candidates. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the elected officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and fit well with you and your community. As a result, we only take a few clients at a time and focus on completing each assignment in an exemplary manner. Further, we routinely complete our work in ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and selection. Finally, we offer one of the better warranties in the industry.

Some of our Florida searches include City Managers for Aventura, Bay Harbor Islands, Bradenton, Cape Coral, Cooper City, Cutler Bay, Destin, Estero, Fort Myers, Fruitland Park, Gainesville, Hallandale Beach, Islamorada, Lady Lake, Melbourne, Miramar, Mount Dora, Ocala, Orange City,

DAYTONA BEACH SHORES, FL

GRAND JUNCTION, CO

PENSACOLA, FL

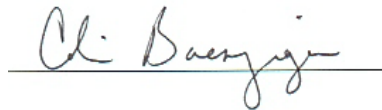
Palm Beach Gardens, Palmetto Bay, Palm Coast, St. Pete Beach, Tavares, Treasure Island, and West Melbourne. Nationally we have found City Managers for Ankeny, IA; Bellevue, WA; Doraville, GA; Fayetteville, NC; Portland, ME; Roanoke, VA; Scottsdale, AZ; Tacoma, WA; and Winchester, VA. We have also found the Borough Manager for Matanuska-Susitna Borough, Alaska (a county the size of West Virginia) as well as County Managers for Brevard County, FL; Clackamas County, OR; Clay County, FL; El Paso County, TX; James City County, VA; Polk County, IA; St. Lucie County, FL; St. Johns County, FL; and Union County, NC.

Some of our current searches include a City Manager for Lake Helen, FL; an Assistant County Manager for Douglas County, NV; and a Landscaping Director for Estero, FL.

Those authorized to bind the company are myself, Colin Baenziger, and Lynelle Klein, Vice President for Operations.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,



Colin Baenziger
Principal / Owner

...Serving Our Clients with a Personal Touch...

I. Qualifications and Experience of the Firm

The Firm, Its Philosophy, & Its Experience

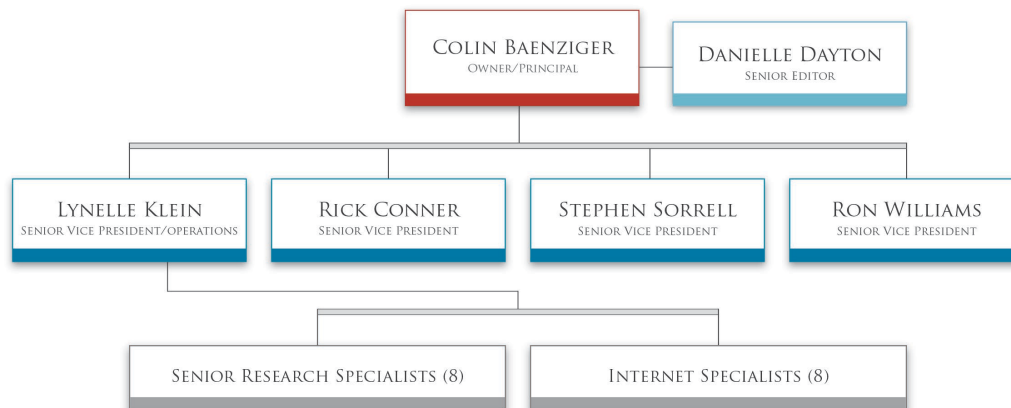
Colin Baenziger & Associates (CB&A) is a nationally recognized executive recruiting firm established in 1997 and owned and operated by Colin Baenziger. We are a sole proprietorship headquartered in Volusia County, FL with satellite offices in Grand Junction, CO, Live Oak, FL, and Pensacola, FL. As a sole proprietorship, we are not registered with any state as a corporation, foreign or otherwise.

Colin Baenziger & Associates' outstanding reputation is derived from our commitment to the quality of our product and the timeliness of the delivery. Further, our work is not done until you are fully satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our action plan. When we do so, we do not ask for more than the originally quoted price. We feel you are hiring us as your experts and once a contract is signed, we have an obligation to fulfill its requirements with excellence, on time, and within budget. We simply do not believe in unforeseen circumstances.

Since beginning our executive search practice in 1998, we have conducted searches for clients in thirty-four states. Overall, we have sought over 230 CEOs for cities, counties, and special districts. We have also conducted over 415 searches overall. The basic approach outlined herein has been refined to the point where it is problem-free.

Technical Capabilities and Organizational Structure

Colin Baenziger & Associates has developed its business model over the past 26 years, and it has proved to be extremely effective. Our work has focused primarily on Executive Search and our staff is extremely capable and experienced. See Section III for more details. The structure of our firm is outlined below.



I. Qualifications and Experience of the Firm (continued)

Completion of Projects within Budget

Colin Baenziger & Associates is proud of its record of completing searches within budget. Once we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what circumstances may develop. ***We have never requested anything beyond the originally quoted price, even when we were probably entitled to do so, and we never will.***

Completion of Projects on Schedule

Colin Baenziger & Associates routinely completes its assignments within ninety days. Further, since CB&A began performing recruitments, ***it has never missed a significant project milestone.***

Diversity

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the City. The proof is that since 2012, 38% of the candidates selected as semi-finalists have been females and/or minorities. Some years have been as high as 52%.

Prior Names and Litigation

Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

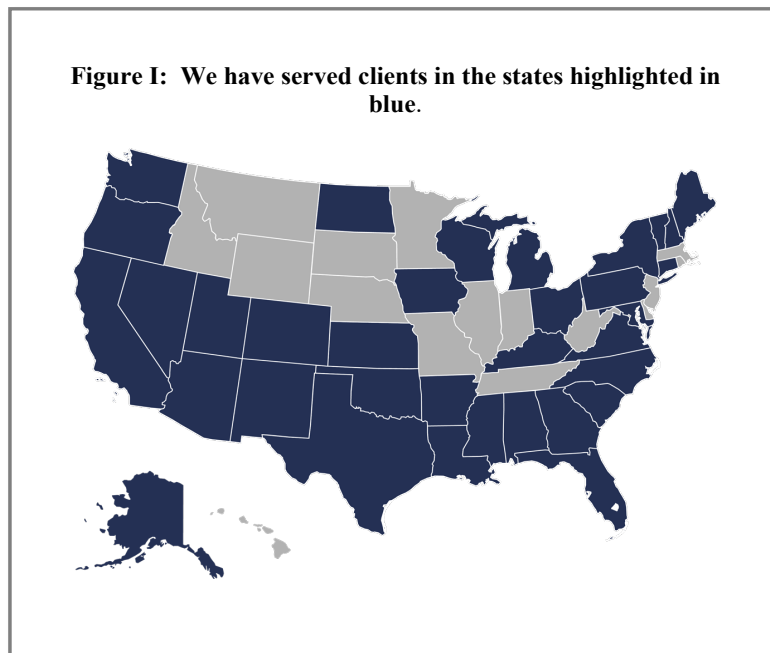
Insurance

To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damages, (2) automobile liability insurance of \$1 million per accident, and (3) professional liability insurance of \$1 million per occurrence and \$2 million aggregate. As a small firm, predominantly utilizing independent contractors, we are not typically subject to the requirements for workers compensation and employer liability insurance in many states. If required by the client, and if it is available to us, we will obtain these coverages prior to contract execution.

I. Qualifications and Experience of the Firm (continued)

Geographic Reach

Since initiating its search function in 1998, CB&A has become a nationwide recruiting firm. See Figure I below for the states we have conducted searches in. A complete list of our searches can be found in Appendix A.



II. Proposed Work Plan

The following search methodology has been refined over the past twenty-six years and is virtually foolproof. That said, we will integrate any ideas you have into the process to the extent possible. Our goal is to ensure you have the right people to interview as well as all the information you need to make the right decision.

Phase I: Information Gathering / Needs Assessment / Brochure Preparation

Task One: Needs Assessment

An important part of the recruiter's work is selling the community to the very best candidates (including those who are not actively looking for the next job) while providing an honest portrayal of the community and the opportunity. As such, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Gather information from the jurisdiction, its website and other sources;
- Interview the elected body and other key parties (such as City staff). Our goal is to develop a strong sense of your organization, its leadership, its short- and long-term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will include experience, longevity, education, personality, demeanor, skills, and achievements as well as other items you and the community consider important;
- Determine a reasonable compensation package; and
- Finalize the timeline with the City so both the elected body and the candidates will know when the interviews will be held and when they need to be available.

If the City wishes, we will gladly incorporate meetings with other stakeholders (such as the business community, non-profit organizations, the religious community, and so on) to gather their insights. We can also solicit the input of your residents through an on-line survey.

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather; CB&A will next develop a comprehensive recruitment profile for your review. We will then incorporate any additional suggestions you may have and finalize the document. A sample profile is included as Appendix B. Other examples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

II. Proposed Work Plan (Continued)

Phase II: Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for your position. We say people (and not person) because our goal is to provide you with six to ten outstanding semi-finalists. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- ***Networking:*** The best approach is diligent outreach. We will network with potential candidates and consult our database of government professionals. Being well established in Florida, we know whom we should contact. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers.
- ***Advertising:*** While we will network to find the best, we will not ignore professional organizations and trade press which sometimes yield strong candidates. These might include the International City/County Management Association, related state associations, the National Association of Counties, and sites aimed at female and minority candidates. LinkedIn is another vehicle we may use.
- ***CB&A Website:*** We will also post the recruitment on our website, www.cb-asso.com. With our reputation, many candidates consult it regularly.
- ***Email:*** We will e-mail the recruitment profile through our listserv of almost fourteen thousand managers and professionals who are interested in local government management positions. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be interested.

We generally do not use local newspapers, national newspapers, or generic websites because while they produce large numbers of applications, they generally do not produce the caliber of candidates we are seeking. If the City wants to have ads placed in these venues, it will need to bear the cost.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from forty to sixty applicants. We will use the information we developed in Phase I to narrow the field. Selecting strong candidates is, in reality, more of an art than a science and a mixture of in-depth research and subjective evaluation. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be an outstanding fit with the City and the community as your next City Manager

II. Proposed Work Plan (Continued)

Specifically, our efforts will involve:

Step One. Resume Review. CB&A will evaluate all resumes and identify the eight to fifteen candidates of the highest quality.

Step Two. Screening Interview. Our lead recruiters, and possibly other senior representatives of the firm, will interview each of the top candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether to consider each candidate further.

Step Three. Evaluate the Best Candidates. We will conduct thorough research into the backgrounds of the best six to twelve candidates. Specifically, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to answer a series of questions about themselves as an adjunct to their resumes and cover letters. By so doing, (1) the candidates can tell their story *in their own words* and balance the negativity that is so often characteristic of the press, and (2) the City to evaluate the candidates written communication skills.
- **Interviews of References:** We provide the candidate with the positions of the references with whom we wish to speak. These will include current and former elected officials, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, the Human Resources Director they work with, and others who know the candidate. All told, the list will include approximately 20 individuals. We will also attempt to contact some individuals who are not on the candidate's list. Typically, we reach eight to twelve people and prepare a written approximately page long summary of each conversation.
- **Legal Checks:** Through our third-party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state, and national level; civil records for litigation at the county and federal level; motor vehicle records; and bankruptcy and credit. As an aside, while only police departments have access to the gold standard for criminal records (the NCIC database), our vendor has developed a very reliable substitute.
- **Search the Internet, Newspaper Archives, and Social Media:** Virtually every local newspaper has an electronic archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the governing body. Of course, not all news sources are unbiased, and we consider that in our evaluation. Further, we will review the candidate's social media accounts.
- **Verification of Education and Work History:** We will verify all claimed educational degrees as well as the candidate's work history for the past 15 years to assure the candidate has been completely forthright.

II. Proposed Work Plan (Continued)

- **Candidate Disclosure Statement:** We ask candidates to disclose anything controversial in their background that we need to be aware of. While it is unlikely that they will disclose anything we are not already aware of at this point, we believe redundant checks are beneficial.

As part of our efforts, we will crosscheck sources, search for discrepancies, and resolve them. When sensitive or potentially embarrassing items are discovered, they will be thoroughly researched. Depending on what we discover, we may decide to drop the candidate or to present them with an explanation.

Note: We firmly believe that all background work and checks should be completed prior to presenting them to you. That way you will know the individuals you select to interview are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once you have made a selection, you can move forward promptly, negotiate a contract and make an announcement.

Task Five: Preparation and Presentation of Candidate Materials

CB&A will select six to ten candidates and present them for your consideration as finalists. We will provide to you electronically a complete written report for each recommended candidate which will include: the candidate's cover letter, resume, introduction, references, background checks and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide advice on interviewing, a series of questions the elected officials may wish to ask (as well as outlining some areas that it is not wise to get into), and some logistical information.

Task Six: Finalist Selection

Approximately a week after the City has received the candidate materials, CB&A will meet with the elected officials to discuss our findings and to select finalists (ideally five with an alternate) to be invited to interview.

Task Seven: Notify All Candidates of Their Status

We will notify the finalists by telephone and give them the opportunity to ask additional questions. Additionally, we will provide them with information concerning the interviews and travel if necessary.

CB&A will also contact those not selected to be interviewed. Part of the notification will include advice concerning their application materials, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

II. Proposed Work Plan (Continued)

Phase IV: Coordinate the Interview Process and City Manager Selection

Task Eight: Coordinate the Candidate Assessment Process

Prior to the interviews, we will recommend an /evaluation process including mechanisms to assess the candidates' communication skills, interpersonal skills, and decision-making skills. Typically, we suggest the Commission observe the finalists in three settings: a social setting (since the selected candidate will frequently represent the City at community functions), one-on-one interviews, and a Commission meeting.

Day #1: The finalists are given a tour of the community by a knowledgeable staff member or resident. Communities often also include a reception with the City's senior staff at this point.

Later, that evening, the Commission can host a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. As noted, your next City Manager will, after all, represent your local government in a variety of venues. It is thus important to know how the individual will respond to your citizenry. The reception also serves as an icebreaker whereby the Commission Members and the candidates get to know one another informally.

Day #2: The next morning, each candidate will interview individually with each Commission Member for approximately 40 minutes. These meetings provide you with an opportunity to assess how the candidates might interact with you on an individual basis. Ultimately, Managers succeed or fail based on their interaction with the Commission and its individual members. One-on-one interviews are an excellent way to test that interaction.

After lunch, the Commission, as a group, will interview each finalist one at a time for approximately 30 minutes. Part of the interviews might include a PowerPoint presentation, so the Commission can observe the candidates' presentational skills.

We recommend you invite the finalists' spouses to the interviews, so they can become familiar and feel comfortable with the community.

Finally, if it would make you feel more comfortable, we can recommend several third-party management and personality assessment tools that the City can use to provide additional input. They are available at a relatively small cost and are not included in our fee.

Task Nine: Debriefing and Selection

After the interviews are completed, we have developed a simple methodology that moves the elected body quickly and rationally to selecting your next Manager.

II. Proposed Work Plan (Continued)

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

If requested, we will assist in the employment agreement negotiations. Generally, a member of the elected body and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use with the selected candidate. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates and the candidates have been thoroughly vetted, we expect prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you and your new City Manager. Our goal is to be there to assist in resolving any issues that arise before they become intractable. We simply feel it is part of our job to ensure a successful relationship.

Communications: We will provide weekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We are, in addition to being exceptional recruiters, students of local government, and can often provide insights and names of parties who have dealt a wide variety of issues, often with innovative solutions. We want to be responsive and to assist in any way we can.

The City's Obligations

The City will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The City will also be responsible for reimbursing the candidates (and spouses, if invited) for all expenses associated with their travel, meals, and incidentals for the interview process.

II. Proposed Work Plan (Continued)

Proposed Project Schedule

We understand the City wants to move quickly on this recruitment. We are uniquely positioned to do so based on our knowledge of and experience in Florida.

Phase I: Needs Assessment / Information Gathering

- October 26th: CB&A begins meeting with the Commission Members and other stakeholders to understand the job and its challenges.
- November 1st: CB&A submits the draft of the full recruitment profile to the City for its review.
- November 8th: City provides comments on the recruitment profile.

Phase II: Recruiting

- November 11th: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 13,500 local government professionals.
- December 2nd: Closing date for submission of applications.
- December 9th: CB&A reports on the results of the recruitment.

Phase III: Screening, Reference Checks and Credential Verification

- January 2nd: CB&A forwards its reports and materials to the City for the recommended candidates. These will include the candidates' cover letters, resumes and introduction as well as the results of our reference, background, and Internet/newspaper archives/social media checks.
- January 9th: City selects approximately five finalists and an alternate to interview.

Phase IV: Interview Process Coordination and City Manager Selection

- January 19th: City holds reception for the finalists.
- January 20th: One-on-one and full Commission interviews and decision.

Phase V: Negotiation, Warranty & Continuing Assistance

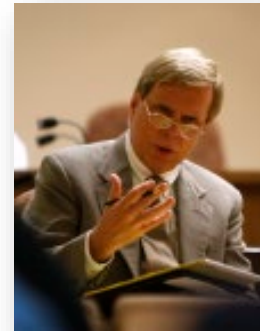
- Post-Selection: CB&A works with City representatives and the selected candidate on an employment agreement.

III. Proposed Project Team

Project Team and Involvement

Colin Baenziger & Associates has assembled an outstanding project team to serve your needs.

Colin Baenziger will have overall responsibility for the execution of the search. Mr. Baenziger has spent ten years in local government as a senior manager and over 30 years as a consultant. In addition to his 25 years in executive search, he specialized in operational reviews of governmental agencies and private sector clients such as the Recording Industry Association of America, and the Marriott Corporation. Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association.



Lynelle Klein, Vice President for Operations, is a skilled professional with extensive expertise in executive search. Starting as a research assistant with CB&A 12 years ago, she has now firmly established herself as the number two person at CB&A. Prior to joining the firm, she worked primarily in the private sector providing financial and administrative services. Ms. Klein has an associate degree from Brigham Young University in Rexburg, Idaho. She currently resides in Mesa County, CO.



Stephen Sorrell, Senior Vice President, brings over 35 years of management and technical experience in municipal, county, state, and special district agencies in addition to his work with Colin Baenziger & Associates (CB&A). Some of the leadership positions Steve has held include serving as Executive Director, Emerald Coast Utilities Authority in Pensacola, Florida, and as City Manager, Director of Public Safety, Assistant City Manager, and Director of Finance, all for Hamilton, Ohio. He is a P.E. and earned a Bachelor of Science in Civil Engineering Degree from the University of Dayton, Ohio, and Master of Public Administration Degree from the University of Cincinnati, Ohio. He is a member of the International City/County Management Association, Florida City/County Management Association, Florida Finance Officers Association, American Water Wastewater Association, President of the Exchange Club, President of the Safety Council, Chairman of the Neighborhood Watch Program, and served on the Board of Directors for Senior Services and the Chamber of Commerce. One day, he hopes to slow down – just not yet.



III. Proposed Project Team *(continued)*

Ron Williams, Senior Vice President. While Mr. Williams is technically relatively new to CB&A, he worked with the firm in its infancy and helped develop the operating methodology that has led to our growth and success. His public sector career began as a budget analyst for the City of Miami and culminated as the City Manager for Palmetto Bay (an affluent suburb of Miami, FL with 24,000 residents) and then for Live Oak (a rural city of 7,000 about 100 miles west of Jacksonville, FL). Along the way, he served in high level positions in the juvenile justice, public works, and general services. What excites him now is finding the people you need to fill your key positions, and he is exceptionally good at it. Ron has a Bachelor of Science in Management and a Master's Degree in Public Administration from the University of West Florida. He has also taught at Miami Dade College and in the County's public school system.



Rick Conner, Senior Vice President, has over 30 years of experience in executive recruiting and in local government (serving as a city manager in Florida and Texas) as well as a public works and utilities director. That experience provides him with an excellent perspective of the needs of local government operations and staffing. Rick earned Bachelor of Science Degrees in Business Administration and Engineering from the University of Missouri. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee, and Texas. In his spare time, he invents scuba diving equipment and accessories.



IV. References

Town Manager, Bay Harbor Islands, FL (population 5,938)

Contact: Former Mayor and current Councilmember Stephanie Bruder at (305) 866-6241, or
sbruder@bayharborislands-fl.gov

CB&A began its work in May of 2020 to find Bay Harbor Islands' next Town Manager. Our work included searching the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, and recommending finalists for the Town to interview. Through our targeted marketing and outreach efforts, we were able to bring an excellent pool of candidates to the Town. After careful deliberation, the Town selected *Maria Lasday, formerly the Village Manager for Bannockburn Village, IL* in August 2020. Ms. Lasday remains with the Village and is highly respected.



City Manager, Clewiston, FL (population 7,943)

Contact: Commissioner Mali Gardner at 863-983-1484, or
Mali.Gardner@clewiston-fl.gov

CB&A was hired in February 2019 to find Clewiston's next City Manager. We advertised the position, met with the Council and staff to learn what they were looking for, interviewed candidates, completed background checks, and recommended ten candidates to the City. The City eliminated four of the ten candidates and asked us to readvertise the position to add to the pool. We extended the application deadline, as requested, and presented additional candidates to them for consideration. The individual they hired was included in the first ten candidates that we recommended. *Randy Martin, former Interim Manager for Emerald Isle, NC*, was selected in June 2019 and he remains with the City.



City Manager, Cooper City, FL (population 32,000)

Contact: Commissioner Lisa Mallozzi at
754-283-2410 or LMallozzi@CooperCity.gov

CB&A began work in May 2008, to assist the city in finding its next **Manager**. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview, and helping with the contract negotiations. *Bruce Loucks, formerly County Administrator for Charlotte County, Florida*, was selected in early August 2008, and remained with the City until November 2018 when he retired. We were hired in 2022 to find their City Manager and *Ryan Eggleston, formerly the Chief ARP Officer for the North Carolina League of Municipalities*, was selected. Mr. Eggleston (pictured) remains with the City.



IV. References (continued)

City Manager, Fruitland Park, FL (population 4,000)

Contact: Commissioner Chris Bell at (352) 326-4291 or
cbell@fruitlandpark.org

CB&A was hired in mid-July 2013 to find Fruitland Park's next **City Manager**. Rick Conner, CB&A's Senior Vice President assumed the Interim City Manager role to assist the City, stabilize the situation, and coordinate the recruitment. The process was challenging, but through extensive outreach efforts, CB&A fielded an excellent group of high-quality candidates for the position, performed background checks, coordinated the interview process, and assisted the City in selecting *Gary LaVenia, former City Manager of Maple Shade, NJ*. According to all reports, the City is exceptionally pleased with the placements. Mr. LaVenia remains with the City.



City Manager, Lake Worth Beach, FL (population 38,010)

Contact: HR Director and Project Liaison Loren Slaydon
at 561.586.1632, or lslaydon@lakeworthbeachfl.gov

CB&A began work in May of 2021 to assist Lake Worth Beach in finding their next City Manager. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview, and helping with the contract negotiations. Per the City's request, the interviews were delayed. Carmen Davis, former County Administrator for Hinds County, MS, was selected in September 2021. She remains with the City.



City Manager, Mascotte, FL (population 6,447)

Contact: Mayor Steven Sheffield at 352-536-4758, or
Steven.Sheffield@CityofMascotte.com

CB&A began work in January 2021. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview, and helping with the contract negotiations. The process took longer than normal as Mascotte requested we host a citizen survey before we start the recruitment process. In addition, the selected candidate withdrew for personal reasons during contract negotiations and so we led a second recruitment process. *Annamarie Reno, former Township Manager for Richland Township, Michigan*, was selected on October 5, 2022. Ms. Reno remains with the City.



IV. References (continued)

City Manager, Sanibel, FL (population 7,319)

Contact: Councilmember Holly Smith at 239.707.4800, or
Holly.Smith@mysanibel.com

CB&A was hired in July 2021 to find Sanibel's next **City Manager**. Sanibel Island is unique because it incorporated in 1974 to protect the natural aspects of the area and the community's small-town feel. Sanibel was looking for a manager who would protect Sanibel for the long term and continue the goals in their vision statement. Our efforts involved searching the country for strong candidates, conducting extensive background checks, recommending a strong field of candidates, overseeing the interviews, and providing assistance with the contract negotiations. *Dana Souza, formerly the Interim City Manager of Naples, FL*, was selected in late September. Mr. Souza remains with the City.



City Manager, Satellite Beach, FL (population 10,100)

Contact: Former Mayor Frank Catino at (321) 223-7700, or
fcatino@satellitebeach.org

Satellite Beach retained CB&A just after Christmas, 2012 to help find its next **City Manager**. We began work immediately by meeting with the Council Members and based on what we learned, we crafted a recruitment profile. We searched the country for outstanding candidates. Background checks were thorough, and four finalists were selected. Interviews were held on March 15th and 16th and *Courtney Barker, formerly Executive Director of the Planning and Growth Management Department for Titusville, FL*, was selected on the March 21st. Ms. Barker remains with the City.



City Manager, West Park, FL (population 13,700)

Contact: Former Mayor Eric Jones at (954) 410-8139

West Park was a relatively new city in Broward County, FL. CB&A began meeting with the City's elected officials on January 13, 2010, to find its next City Administrator. It was critical to the Council that the finalists all understand the character of the community and be able to function well in an urban environment. The City also wanted a panel of local City Managers to review the finalists and to make recommendations concerning CB&A's finalists (which elongated the process slightly). Interviews were conducted on April 16th and 17th with *Ajibola Balogun, formerly the City Manager of South Miami* being selected on April 21, 2010. Mr. Balogun remains with the City.



IV. References (continued)

Candidate References

While it is important to deliver what the City expects, it is also important to keep candidates informed and to treat them with respect and dignity. Accordingly, we have provided references from four of those candidates.

Placement	Formerly	Recruited To Be	Contact at
Dale Martin	City Manager Winchester, CT	City Manager Fernandina Beach, FL, in September 2015. He left in February 2023 and is currently the City Manager of Flagler Beach, FL	(904) 557-5047 dallmartin@yahoo.com
Eden Freeman	Assistant City Manager Sandy Springs, GA	City Manager Winchester, VA Appointed June 2014, she left in March 2020. She returned to Sandy Springs as the City Manager in January 2022	(404) 683-4816
Bryan Hill	Deputy County Administrator Beaufort County, SC	County Administrator James City County, VA Appointed July 2014 Hired as the Fairfax County, VA, CEO in January 2018	(843) 368-7458
Chris Morrill	Assistant City Manager, Savannah, GA	City Manager, Roanoke, VA Appointed December 2009 Hired as the Executive Director of the Government Finance Officers Association in February 2017	(843) 368-7458

V. Fee and Warranty

Fee

CB&A offers a firm, fixed price of \$34,500, which includes all the expenses we will incur in the search. The only other expenses the City will incur are those associated with bringing the finalists (and spouses, if invited) to interview with the City (travel, meals, hotel etc.). Bills will be rendered as the search progresses and due at the end of each Phase as indicated below:

Requested Services	
Phase I: Needs Analysis / Information Gathering	\$ 4,000
Phase II: Recruiting	14,000
Phase III: Screening	14,000
Phase IV: Interview Process Coordination and Selection	1,500
Phase V: Negotiation and Warranty	1,000
Firm, Fixed Fee Total*	\$34,500

If the City asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of \$150 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have never billed nor requested additional funds beyond our originally quoted fee – even when circumstances suggested we were entitled to them and where the work we performed extended beyond the scope of our assignment.

Warranty

Colin Baenziger & Associates offers one of the best warranties in the industry. We can offer it because we have confidence in our work. Provided we conduct the full search (Phases I-V), follows our recommendations, and selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed by the City.
- 2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING



**PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES
FOR
PEMBROKE PARK, FL
Volume II: Appendices**

Colin Baenziger & Associates

Contact Person:

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Colin Baenziger & Associates
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Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

**PROPOSAL To Be The City’s
EXECUTIVE RECRUITING FIRM**

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Appendix A

*Searches by
Colin Baenziger & Associate' Staff*

Governmental Search Assignments

Current Searches

City Manager, Lake Helen, FL (population 2,871)

Assistant County Manager, Douglas County, NV (population 49,628)

Landscaping Director, Estero, FL (population 33,450)

Completed Searches in 2023

City Manager, Belle Isle, FL (population 7,344)

City Manager, Cooper City, FL (population 33,867)

City Manager, Fernandina Beach, FL (population 13,199)

City Manager, Fircrest, WA (population 7,174)

City Manager, Flagler Beach, FL (population 5,458)

City Manager, Fort Walton Beach FL (population 20,879)

County Administrator, Indian River County, FL (population 163,662)

Town Manager, Juno Beach, FL (population 3,770)

County Administrator, Manatee County, FL (population 422,774)

Town Manager, Oakland, FL (population 5,400)

Town Manager/Finance Director, Ocean Ridge, FL (population 1,830)

City Manager, Port Richey, FL (Population 3,250)

County Administrator, St. Lucie County, FL (population 343,579)

Deputy Water & Sewer Director, Miami-Dade County, FL (population 2.706 million)

Assistant to the City Manager, North Myrtle Beach, SC (18,790)

City Attorney, Sebastian, FL (population 25,703)

General Manager, Beaufort-Jasper &; Sewer Authority, SC (population served 150,000)

General Manager, Sun 'n Lake Improvement District, FL (population served 9,000+)

Governmental Search Assignments (continued)

Completed Searches Prior to 2023

City/Town/Village Manager/Administrator

City Manager, Albany, GA (population 75,600) in 2011
City Manager, Ankeny, IA (population 45,600) in 2013
City Manager, Ashland, KY (population 21,000) in 2013
City Manager, Auburn, AL (population 58,582) in 2017
City Manager, Aventura, FL (population 37,724) in 2017 and 2018
Village Manager, Bal Harbour, FL (population 3,300) in 2013
City Manager, Bartow, FL (population 16,000) in 2007 in 2017 and 2022
Town Manager, Bay Harbor Islands, FL (population 5,628) in 2007, 2012 and 2020
City Manager, Bellevue, WA (population 122,400) in 2014
City Administrator, Bradenton, FL (population 60,888) in 2021
City Manager, Brighton, CO (population 41,254) in 2020
Town Manager, Buckeye, AZ (population 32,000) in 2006
City Manager, Burien, WA (population 55,188) in 2017
City Manager, Cape Canaveral, FL (population 10,200) in 2010
City Manager, Cape Coral, FL (population 194,570) in 2012 and 2020
City Manager, Carnation, WA (population 1,873) in 2017
City Manager, Casselberry, FL (population 25,000), in 2005
City Manager, Chamblee, GA (population 17,000) in 2011
City Manager, Clewiston, FL (population 7,270) in 2019
City Manager, Cocoa Beach, FL (population 11,200) in 2012, 2015 and 2016
City Administrator, Connell, WA (population 4,200) in 2014
City Manager, Cooper City, FL (population 32,000) in 2008
City Manager, Coral Gables, FL (population 43,000) in 2009
City Manager, Cottonwood Heights, UT (population 34,000) in 2004
City Manager, Covington, VA (population 5,802) in 2016
City Manager, Crescent City, FL (population 1,542) in 2020
Town Manager, Cutler Bay, FL (population 35,000) in 2006
City Manager, Dania Beach, FL (population 28,000) in 2009
City Manager, Danville, VA (population 43,000) in 2016
City Manager, Deerfield Beach, FL (population 78,000) in 2019
City Manager, Delray Beach, FL (population 64,100) in 2014
City Manager, Deltona, FL (population 83,000) in 2006 and 2008
City Manager, Destin, FL (population 12,000) in 2003 and 2011
City Administrator, Dickinson, ND (population 22,300) in 2018
City Manager, Doral, FL (population 24,000), in 2004
City Manager, Doraville, GA (population 10,896) in 2013, 2017 and 2020
Town Manager, Dundee, FL (population 3,000) in 2006 and 2009
City Manager, Ellensburg, WA (population 18,350) in 2014
City Manager, Elmira, NY (population 29,200) in 2014
Village Manager, Estero, FL (population 26,600) in 2015
City Manager, Fairborn, OH (population 33,200) in 2017

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

City Manager, Fayetteville, NC (population 208,000) in 2012
City Manager, Fernandina Beach, FL (population 11,000) in 2006 and 2015
City Manager, Fife, WA (population 8,700) in 2010
City Manager, Fort Myers, FL (population 68,190) in 2016
Town Manager, Fort Myers Beach, FL (population 6,900) in 2006 and 2008
City Manager, Fort Pierce, FL (population 41,900) in 2012
City Manager, Fort Smith, AR (population 87,650) in 2016
City Manager, Fruitland Park, FL (population 4,100) in 2013
City Manager, Gainesville, FL (population 133,857) in 2016 and 2019
City Manager, Greensboro, NC (population 259,000) in 2009
City Manager, Groveland, FL (population 12,493) in 2018
City Manager, Hallandale Beach, FL (population 39,000) in 2010 and 2012
City Manager, Holly Hill, FL (population 13,000) in 2008 (partial search)
City Manager, Homestead, FL (population 62,000) in 2010
City Manager, Indianola, IA (population 15,108) in 2015
Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1999, 2005, 2021 and 2022
City Manager, Jacksonville Beach, FL (population 23,387) in 2018
Town Manager, Juno Beach, FL (population 3,600) in 2005
Village Manager, Key Biscayne, FL (population 11,000) in 2007 and 2011
City Manager, Key West, FL (population 24,600) in 2012
Town Manager, Lady Lake, FL (population 15,954) in 2021
City Administrator, Lake Forest Park, WA (population 13,059) in 2018
Town Manager, Lake Park, FL (population 9,100) in 2001 and 2003
City Manager, Lake Worth Beach, FL (population 38,010) in 2003, 2007 and 2021
Town Manager, Lantana, FL (population 9,600) in 2000 and 2021
City Manager, Lauderdale Lakes, FL (population 32,000) in 1998 and 2002
City Manager, Leesburg, FL (population 20,390) in 2013
City Manager, Madeira Beach, FL (population 12,300) in 2011
Town Manager, Mangonia Park, FL (population 1,400) in 2001
City Manager, Marathon, FL (population 11,500) in 2002 and 2004
City Manager, Marco Island, FL (population 15,000) in 2014
City Manager, Mascotte, FL (population 5,873) in 2021
City Manager, Medina, WA (population 3,000) in 2013
City Manager, Melbourne, FL (population 72,500) in 2012
City Manager, Miami Gardens, FL (population 101,000) in 2004
City Manager, Mill Creek, WA (18,828) in 2015 and 2022
City Manager, Miramar, FL (population 122,000) in 2013
City Manager, Monroe, NC (population 33,500) in 2013
City Manager, Montverde, FL (population 1,675) in 2020
Town Manager, Mooresville, NC (population 41,995) in 2019
City Manager, Mount Dora, FL (population 12,000) in 2005
City Manager, Mount Pleasant, MI (population 26,000) in 2014

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

City Manager, Mountlake Terrace, WA (population 20,700) in 2014 and 2016
City Manager, Naples, FL (population 21,800) in 2018
City Manager, New Smyrna Beach, FL (population 23,000) in 2009
City Manager, Normandy Park, WA (population 6,335) in 2013 and 2015
City Manager, North Miami, FL (population 62,000) in 2010 and 2014
Village Manager, North Palm Beach, FL (population 12,500) in 2004, 2005, 2007 and 2012
City Manager, North Port, FL (population 55,800) in 2011
Town Manager, North Topsail Beach, NC (population 734) in 2018
City Manager, Norwich, CT (population 40,500) in 2016
City Manager, Oakland Park, FL (population 42,800) in 2014
City Manager, Ocala, FL (population 52,000) in 2008 and 2015
City Manager, Opa-Locka, FL (population 2,180) in 2019
City Manager, Orange City, FL (population 10,000) in 2010 and 2016
City Manager, Orange Park, FL (population 9,100) in 2010
City Manager, Oviedo, FL (population 33,000) in 2008
City Manager, Palm Bay, FL (current population 101,000) in 2002 and 2015
City Manager, Palm Coast, FL (population 71,000) in 2006
Village Manager, Palmetto Bay, FL (population 24,000) in 2003
City Manager, Panama City Beach, FL (population 12,776) in 2012 and 2019
City Manager, Parkland, FL (population 30,177) in 2017
City Manager, Petersburg, VA (population 32,701) in 2017
Village Manager, Pinecrest, FL (population 19,300) in 2011
City Manager, Pompano Beach, FL (population 101,000) in 2007
City Manager, Port Orange, FL (population 67,494) in 2021
City Manager, Port Richey, FL (2,869) in 2020
City Manager, Port St. Lucie, FL (population 174,100) in 2016
City Manager, Portland, ME (population 65,000) in 2011
City Manager, Prosser, WA (population 5,802) in 2016
Chief Administrative Officer, Renton, WA (population 100,953) in 2021
City Manager, Riviera Beach, FL (population 37,000) in 2009
City Manager, Roanoke, VA (population 98,465) in 2009 and 2017
City Manager, Sammamish, WA (population 64,548) in 2019
City Manager, Sanibel Island, FL (population 7,319) in 2021
City Manager, Sarasota, FL (population 55,000) in 2012
City Manager, Satellite Beach, FL (population 10,100) in 2013
City Manager, Savannah, GA (population 142,800) in 2016
City Manager, Scottsdale, AZ (population 217,400) in 2013
City Manager, Sebastian, FL (population 24,772) in 2018
City Manager, Seminole, FL (population 17,800) in 2015
City Manager, Sequim, WA (population 6,700) in 2015 and 2021
Town Manager, Sewall's Point, FL (population 2,000) in 2006
Township Manager, Spring Garden Township, PA (population 12,963) in 2018
Township Manager, Springettsbury Township, PA (population 26,700) in 2014 and 2016

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

City Manager, St. Pete Beach, FL (population 10,000) in 2014 and 2019
City Manager, Stuart, FL (population 17,000) in 2006 and 2017
City Manager, Sunny Isles Beach, FL (population 17,000) in 2006 and 2011
City Manager, Sunrise, FL (population 84,400) in 2012
City Manager, Sunnyside, WA (population 15,860) in 2013 and 2018
Town Manager, Surfside, FL (population 6,000) in 2014
City Manager, Tacoma, WA (population 200,000) in 2011 and 2017
City Administrator, Tavares, FL (population 11,000) in 2006
City Manager, Temple Terrace, FL (population 26,901) in 2022
City Manager, Titusville, FL (population 43,940) in 2014
City Manager, Treasure Island, FL (population 6,937) in 2017
City Manager, Vero Beach, FL (population 16,751) in 2019
City Manager, West Melbourne, FL (population 15,000) in 2009
City Manager, West Park, FL (population 12,000) in 2005 and 2010
City Manager, Weston, FL (population 70,015) in 2019
City Manager, Winchester, VA (population 28,108) in 2014 and 2020
City Manager, Winter Haven, FL (population 37,900) in 2017
City Manager, Yakima, WA (population 91,000) in 2011 and 2012

County Administrator / Manager - Completed Searches

County Manager, Alachua County, FL (population 251,400) in 2014
County Manager, Baker County, FL (population 27,000) in 2006
County Administrator, Bay County, FL (population 158,000) in 2005
County Manager, Brevard County, FL (population 536,000) in 2009
County Administrator, Broward County, FL (population 1,800,000) in 2006
County Administrator, Clackamas County, OR (population 383,900) in 2013
County Manager, Clay County, FL (population 212,230) in 2005, 2011 and 2019
Chief Administrator, El Paso County, TX (population 827,700) in 2014 and 2016
County Administrator, Emmet County, MI (population 32,900) in 2014
County Manager, Flagler County, FL (population 83,000) in 2007
County Manager, Fulton County, GA, (partial search) in 2015 (population 894,300) in 2015
County Administrator, Hernando County, FL (population 172,800) in 2012
County Administrator, Highlands County, FL (population 98,000) in 2008
County Administrator, James City County, VA (population 69,000) in 2014
County Manager, Lee County, FL (population 600,000) in 2009
County Administrator, Martin County, FL (population 140,000) in 2005
Borough Manager, Matanuska-Susitna Borough, AK (population 85,000) in 2011
County Administrator, Monroe County, FL (population 80,000) in 2004
County Administrator, Nassau County, FL (population 60,000) in 2004
County Administrator, Okaloosa County, FL (population 183,500) in 2013
County Administrator, Okeechobee County, FL (population 39,000) in 2008

Governmental Search Assignments (continued)

County Administrator / Manager - Completed Searches (continued)

County Manager, Osceola County, FL (population 235,000) in 2003 and 2007
County Administrator, Polk County, IA (population 400,000) in 2007 and 2011
County Manager, Seminole County, FL (population 410,000) in 2006
County Administrator, St. Johns County, FL (population 162,000) in 2007
County Administrator, St. Lucie County, FL (population 284,000) in 2014
County Manager, Union County, NC (population 198,600) in 2010
County Administrator, York County, VA (population 66,269) in 2015

Completed Searches – Other Municipal CEO

Executive Director, Bartow Municipal Airport Development Authority, Bartow, FL in 2017
Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016
General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
General Manager, Holiday Park Recreation District, FL (population 4,500) in 2007
Executive Director, Lakewood Ranch Inter-District Authority, Manatee County, FL (population 15,000) in 2011 and 2022
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
Executive Director, South Correctional Entity (SCORE), Des Moines, WA (population served 406,000) in 2018

Community Association CEOs and Assistant CEOs

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016
Executive Director, Lakewood Ranch Inter-District Authority, Manatee County, FL (population 15,000) in 2011 (The Executive Director also managed five community associations.)
Executive Director, Sun City Summerlin Home Owners Association, Las Vegas, NV (population 14,000) in 2015 and 2017
Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL in 2017
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001

Completed Searches – Assistant/Deputy Managers

Assistant City Manager / Operations, Corpus Christi, TX (population 308,000) in 2013
Assistant City Manager / Utilities, Corpus Christi, TX (population 308,000) in 2014
Deputy City Manager, Danville, VA (43,000) in 2016

Governmental Search Assignments (continued)

Completed Searches – Assistant/Deputy Managers (continued)

Deputy City Administrator, Dickinson, ND (population 22,300) in 2016
Deputy City Manager for Community Building, Durham, NC (population 220,000) in 2009
Assistant Town Manager, Jupiter Island, FL (population 654) in 2010
Assistant Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1998
Assistant City Manager, Lake Worth Beach, FL (population 37,000) in 2004
Assistant County Administrator, Martin County, FL (population 140,000) in 2006
Deputy City Manager, Sammamish, WA (60,000) in 2016
Assistant City Manager, Tamarac, FL (population 55,500) in 2001
Assistant City Manager, West Palm Beach, FL (population 101,000) in 2004 and 2013

Completed Searches – City or County Attorneys

County Attorney, Clay County, FL (population 196,400) in 2016
City Attorney, Daytona Beach, FL (62,300) in 2016
City Attorney, Fort Lauderdale, FL (population 178,752) in 2018
City Attorney, Fort Pierce, FL (population 41,590) in 2016 and 2018
County Attorney, Fulton County, GA (population 996,319) in 2015
City Attorney, Lawton, OK (population 94,653) in 2020
City Attorney firm, Naples, FL (population 22,367) in 2021
City Attorney, Ocala, FL (population 60,021) in 2022
Chief Labor Negotiator, Orlando, FL (population 270,934) in 2018
City Attorney, Port St. Lucie, FL (population 185,132) in 2016 and 2019
County Attorney, Prince William County, VA (population 438,580) in 2015
City Attorney, Roanoke, VA (population 96,000) in 2012
Fire District Attorney, St. Lucie County Fire District, FL (population 298,600) in 2017
City Attorney, Vero Beach, FL (population 16,751) in 2019
City Attorney, West Melbourne, FL (population 15,000) in 2008

Completed Searches – Community Development/Growth Management/Planning

Planning and Community Development Director, Bradenton, FL (population 60,888) in 2021
Growth Management Director, Collier County, FL (population 357,305) in 2015 and 2017
Community Development Director, Danville, VA (population 43,000) in 2016
Planning and Development Director, Fairfax County, VA (population 1,150,309) in 2022
Director, Building and Development, Loudoun County, VA (population 336,900) in 2014
Community Development Director, Miami, FL (population 408,000) in 2008
Director of Planning, Building and Development, Roanoke, VA (population 96,000) in 2012
General Manager, North Sarasota Redevelopment District, Sarasota, FL (population 53,000) in 2008
Growth Management Director, St. Lucie County, FL (population 261,000) in 2005
Community Development Director, Tamarac, FL (population 55,500) in 2007

Governmental Search Assignments (continued)

Completed Searches – Economic Development / Redevelopment

Growth Management Manager, Wellington, FL (population 55,000) in 2009
Executive Director, Camden County (GA) Joint Development Authority (pop. 51,400) in 2014
Economic Development Director, Collier County, FL (population 328,000) in 2012
Economic Development Director, Concord, NH (population 42,444) in 2017
Assistant City Manager for Community Building, Durham, NC (population 220,000) in 2009
Economic Development Director, Roanoke, VA (population 96,000) in 2012
Director, Office of Economic & Workforce Development, Durham, NC (pop. 220,000), 2009
Economic Development Director, Loudoun County, VA (population 326,000) in 2010
Economic Development Director, St. Johns County, FL (population 162,000) in 2011

Completed Searches – Engineers

City Engineer, Gulfport, MS (population 90,000) in 2008
Director/Engineering/Public Works /Utilities, Hallandale Beach, FL (population 39,000) 2013
Deputy County Engineer, Martin County, FL (population 140,000) in 2006
Assistant City Engineer, Melbourne, FL (population 75,000) in 2008
City Engineer, Sunny Isles Beach, FL (population 17,000) in 2006
Staff Engineer, Wellington, FL (population 55,000) in 2009

Completed Searches – Facilities Management

Director, Performing Arts & Convention Center, Federal Way, WA (population 92,700) in 2015
Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Finance and Budget

Finance Director, Altus, OK (population 19,800) (background check) in 2012
Finance Director, College Park, MD (population 32,256) in 2016
Procurement Director, Collier County, FL (population 357,305) in 2016
Finance Director, Danville, VA (population 43,000) in 2014
Finance Director, Daytona Beach, FL (population 31,860) in 2012
Finance Director, DeLand, FL (population 28,230) in 2016
Finance Director, Escambia County (FL) Housing Authority (population served: 302,700), 2014
Chief Financial Officer, Estero, FL (population 36,939) in 2022
Finance Director, Fort Walton Beach, FL (population 20,000) in 2006
Finance Director, Gainesville, FL (population 133,857) in 2020
Finance Director, Groveland, FL (population 12,493) in 2018
Director, Management & Financial Services, Loudoun County, VA (population 326,000) in 2012
Manager, Office of Management & Budget, Lake Worth Beach, FL (population 37,000) in 2010
Finance Director, Lauderdale Lakes, FL (population 32,000) in 1998

Governmental Search Assignments (continued)

Completed Searches – Finance and Budget (continued)

Finance Director, Miami, FL (population 408,000) in 2013
Finance Director, Miramar, FL (population 130,300) in 2016
Treasurer, Miami, FL (population 408,000) in 2013
Finance Director, Oregon City, OR (population 31,860) in 2012
Finance Director, Petersburg, VA (population 32,701) in 2017
Finance Director, Roanoke, VA (population 99,000) in 2014
Director of Finance and Administration, Roanoke Regional Airport, Roanoke, VA, in 2014
Revenue Operations Director, Savannah, GA (population 142,800) in 2017
Budget Director, St. Petersburg, FL (population 248,000) in 2009
Finance Director, St. Petersburg, FL (population 248,000) in 2010
Finance Director, Sunny Isles Beach, FL (population 17,000) in 2010
Finance Director, Surfside, FL (population 5,700) in 2012
Finance Director, Tamarac, FL (population 55,500) in 2005 and 2009
Finance Director, West Palm Beach, FL (population 101,000) in 2007
Chief Financial Officer, Winter Springs, FL (population 36,342) in 2022

Completed Searches – Fire/EMS/Dispatch

Fire Chief, Cape Coral, FL (population 154,300) in 2013
Fire Chief, Lauderdale Lakes, FL (population 32,000) in 1999
Executive Director, South Sound 911 (serves a population of 808,000), Tacoma, WA, in 2013
Fire Chief, St. Lucie County Fire District, FL (population 298,600) in 2018
Fire Chief, West Palm Beach, FL (population 101,000) in 2005

Completed Searches – General Services / Administration

General Services Director, Loudoun County, VA (population 349,700) in 2015

Completed Searches – Housing/Building

Building Official, Jupiter Island, FL (population 580) in 2005 and 2010
Building Official, Miami Beach, FL (population 91,000) in 2005
Building Official, Sewall's Point, FL (population 2,000) in 2006
Building Official, Tamarac, FL (population 55,000) in 2008

Completed Searches – Human Resources

Human Resources Director, Boca Raton, FL (population 84,000) in 2006
Human Resources Director, Cape Coral, FL (population 154,300) in 2013

Governmental Search Assignments (continued)

Completed Searches – Human Resources (continued)

Director, Human Resources, Gainesville, FL (population 125,000) in 2014
Director of Personnel, Fulton County, GA (population 992,000) in 2010
Director, Human Resources, Hillsborough County, FL (population 1,292,000) in 2015
Human Resources Office, Loudoun County, VA (population 326,000) in 2011
Human Resources Administrator, Martin County, FL (population 140,000) in 2007
Personnel Director, North Miami, FL (population 56,000) in 2001
Director, Human Resources, Sunrise, FL (population 88,800) in 2015
Director, Human Resources, Roanoke, VA (population 99,000) in 2014
Personnel Director, Vero Beach, FL (population 17,900) in 2003
Human Resources Director, West Palm Beach, FL (101,900) in 2013 and 2014

Completed Searches – Health and Human Services

Director, Health and Human Services, St. Johns County, FL (population 162,000) in 2010

Completed Searches – Information Technology

Information Services Director, Cooper City, FL (population 33,382) in 2017
Information Services Director, Lauderdale Lakes, FL (population 32,000) in 1998
Information Services Director, Palm Beach County Tax Collector (population 1,300,000), Palm Beach County, FL in 2012 (partial search)
Chief Information Officer, Weston, FL (population 65,300) in 2015

Completed Searches – Parks/Recreation/Libraries

Parks and Recreation Director, Cape Coral, FL (population 179,804) in 2018
Parks and Recreation Director, Deerfield Beach, FL (population 78,041) in 2017 and 2019
Director, Parks, Recreation, & Conservation, Hillsborough County, FL (pop. 1,292,000) in 2015
Director, Parks and Recreation, Hobbs, NM (population 35,000) in 2014
District Manager, Holiday Park Recreation District, Palm Bay, FL (population 1,400) in 2007
Libraries and Information Services Director, Newport News, VA (population 183,000) in 2017
Library Services Director, St. Johns County, FL (population 162,000) in 2007
Parks and Recreation Director, West Palm Beach, FL (population 101,000) in 2006
Parks and Recreation Director, Weston, FL (population 70,015) in 2019

Completed Searches – Police

Police Chief, Farmington, NM (population 45,900) in 2014
Police Chief, Golden Beach, FL (population 355) in 2011 (partial search)

Governmental Search Assignments (continued)

Completed Searches – Police (continued)

Police Chief, Indian Creek Village, FL (population 89) in 2022
Police Chief, Lauderhill, FL (population 66,900) in 2011 (partial search)
Police Chief, Melbourne, FL (population 76,000) in 2011 (partial search)
Chief of Police, Mooresville, NC (population 35,300) in 2016
Police Chief, Petersburg, VA (population 32,701) in 2017
Director of Administration – Public Safety, Ocean Reef Community Association, Key Largo, FL in 2016
Police Chief, Sewall's Point, FL (population 2,000) in 2007
Police Chief, St. Augustine Beach, FL (population 6,200) in 2012
Police Chief, Sunny Isles Beach, FL (population 17,000) in 2010
Police Chief, Winchester, VA (population 27,216) in 2017

Completed Searches – Public Works

Public Works Director, Aventura, FL (population 37,200) in 2016
Public Works Director, Camden County, GA (population 53,044) in 2019
Solid Waste Director, Camden County, GA (population 53,044) in 2018
Public Works Director, Chandler, AZ (population 250,000) in 2007
General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Public Works Administrator, Renton, WA (population 100,953) in 2020
Public Works Director, Sammamish, WA (60,000) in 2016
Director/Capital Projects Manager/City Engineer, Sunny Isles Beach, FL (pop. 17,000) in 2007
Assistant Public Works Director, Sumter County, FL (107,000) in 2015
Assistant Public Works Director, Sunny Isles Beach, FL (population 17,000) in 2008
Public Works Director, Tamarac, FL (population 55,500) in 2003
Solid Waste Director, Tampa, FL (population 335,700) in 2014
Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Transportation

Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016 and 2022

Governmental Search Assignments (continued)

Completed Searches – Utilities

Water Resources Director, Asheville, NC (population 87,200) in 2015
Executive Director, Cape Fear Utility Authority, Wilmington, NC (population served 230,000) in 2021
Utility Director, Danville, VA (population 43,000) in 2015
Power & Light Division Director, Danville, VA (population 43,000) in 2015
Water and Gas Director, Danville, VA (population 43,000) in 2016
Utilities Manager, Deerfield Beach, FL (population 78,041) in 2017
Watershed Management (Water and Wastewater) Director, DeKalb County, GA (population 691,900) in 2011 and 2013
Executive Director, Des Moines (IA) Water Works (serves a population of over 500,000) in 2012 and 2020
Executive Director, Emerald Coast Utilities Authority, Pensacola, FL (population served 300,000) in 2020
Executive Director, Florida Keys Aqueduct Authority, Key West, FL (pop. 90,000) in 2003
General Manager, Island Water Association, Sanibel, FL in 2018
Utilities Director, Lake Worth, FL (population 37,000) in 2009
Waterworks Director, Newport News, VA (population 183,000) in 2017
Executive Director, Onslow Water & Sewer Authority, Jacksonville, NC, (pop. 160,000) in 2009
Utilities Director, Palm Bay, FL (population 101,000) in 2005
Utilities Director, Panama City, FL (population 38,286) in 2017
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Executive Director, Sewerage and Water Board of New Orleans, LA (population 369,000) in 2013
Customer Service Chief (a C Suite level position), Sewerage and Water Board of New Orleans, LA (population 369,000) in 2020
Director, South Martin Regional Utilities, FL (population 22,000) in 2013
Executive Director, Spartanburg Water, SC (population served 327,997) in 2022
Water (Wastewater) Resources Director, St. Petersburg, FL (population 248,000) in 2008
General Manager, Tampa Bay Water, FL (population served 2,400,000) in 2008 and 2021
Chief Operating Officer, Tampa Bay Water, FL (population served 2,400,000) in 2022

Completed Searches – Work Force Management

Director, Office of Economic & Workforce Development, Durham, NC (pop. on 220,000), 2009

Completed Searches – Other

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016
City Clerk, Lauderdale Lakes, FL (population 32,000) in 1998
Clerk to the County Commission, Fulton County, GA (population 1.02 million) in 2018

Governmental Search Assignments (continued)

Completed Searches – Other (continued)

Director, Registrations and Elections, Fulton County, GA (population 992,000) in 2009

Environmental Resources Director, St. Lucie County, FL (population 261,000) in 2009

Executive Director, Sun City Summerlin Homeowners Association, Las Vegas, NV
(population 14,000) in 2015 and 2017

Special Projects Coordinator, Islamorada, Village of Islands, FL (population 7,500) in 1998

Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL
in 2017

Appendix B

Sample Brochure: City Manager Search Cooper City, FL



— POSITION AVAILABLE —

CITY MANAGER
Apply by February 24, 2023

Cooper City's motto is "Someplace Special", and it is a very special place. In fact, it is one of the finest suburbs in Southeast Florida. With outstanding schools, a wonderful year round climate, and an abundance of parks, recreational facilities, and programs for all ages, it has long been known as an excellent place to raise a family. The quality of life here is simply superb and Cooper City possesses a unique charm.

The City has a small-town atmosphere while being part of a large metropolitan area. Locally, Cooper City's Parks and Recreation Department organizes many community events, often drawing thousands of people, including residents and visitors from neighboring municipalities. Some of these events are Founder's Day, Light Up Cooper City, Eat to the Beat, Father Daughter Dance, Mother and Son Adventure, Spring Egg-Stravaganza, Touch-a-Truck, Bike Rodeo, Halloween Extravaganza, and community garage sales, among others.

Broward County is home to miles of beaches, beachfront dining and entertainment, as well as Everglades National



B-1

Park, Seminole Hard Rock Hotel and Casino, Hard Rock Stadium (home to the Miami Dolphins and University of Miami Hurricanes), FLA Live Arena (hosting concerts and home of the Florida Panther NHL team), Sawgrass Mills (the largest outlet shopping destination in the country), and Flamingo Gardens (a botanical garden which is home to innumerable plants—including the largest tree in Florida) For those who enjoy culture, Fort Lauderdale is known for the Broward Center for the Performing Arts (which offers a wide variety entertainment including touring Broadway productions) and for the NSU Museum of Art. If that is not enough, neighboring Miami-Dade and Palm Beach Counties offer even more opportunities.

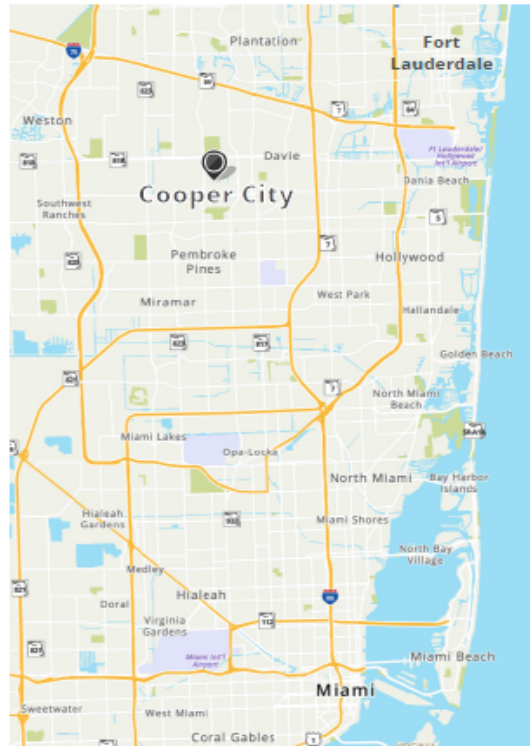
The Optimist Club of Cooper City provides seasonal recreational opportunities, utilizing the City's three sports complexes: Suellen H. Fardelmann Sports Complex, Bill Lips Sports Complex, and Flamingo West Park. The sports offered are basketball, beach volleyball, pickle ball, flag football, girls softball, soccer, travel soccer, cheerleading, baseball, and tackle football.

Known as one of the best places to live in Florida, the City offers residents a sparse suburban feel where most residents own their homes. The median home price for single-family dwellings is \$686,135, and, until recently, stayed on the market only a few days. Crime is low here—in fact, lower than approximately 72% of Florida communities.

Five "A" rated public schools are located in Cooper City and have held that rating for more than two decades. They are Cooper City Elementary School, Embassy Creek Elementary School, Griffin Elementary School, Pioneer Middle School, and Cooper City High School. Numerous charter, private and religious schools are also located within Cooper City, providing residents with additional options that complement the five public schools.

If you seek higher education, 47 colleges and universities are within 50 miles of Cooper City. The nearest is Nova Southeastern University, Broward County's only doctoral research university, which is in the adjacent Town of Davie. The University of Miami in Coral Gables is ranked #48 in the nation

Figure 1: Location of Cooper City, FL.



by CollegeSimply, and the largest college in the area is Florida International University, both around a 30 minute drive. Other universities include Broward College, Florida Atlantic University, University of Phoenix South Florida Campus, DeVry University Florida, St. Thomas University, Barry University, Florida National University, Miami-Dade College, and Palm Beach State College.

For the sports fan, the Florida Panthers, South Florida's professional hockey team, plays in nearby Sunrise. To the south and nearby are the Miami area teams: the Heat, Dolphins and Marlins. For the college sports fan, Nova Southeastern, the University of Miami, FAU, and FIU have collegiate athletic programs that have achieved notoriety. Finally, Broward County and nearby cities also offer a wide variety of recreational leagues for youth and adults. Of course, the Atlantic Ocean is nearby and



constantly beckoning with its opportunities for boating, fishing, paddle boarding, wind surfing and scuba diving.

Located fourteen miles southwest of Fort Lauderdale and about twenty-six miles north of Miami, Cooper City is wonderful if you like to travel. Fort Lauderdale-Hollywood International Airport is about 17 minutes away and hosts traditional as well as low cost carriers. Miami International Airport is about 30 minutes south and is the East Coast's gateway to South America. If you prefer cruise ships to planes, the Port Everglades in Fort Lauderdale and the Port of Miami are each within a 30 minute drive, and are two of the three busiest cruise ports in the world.

All in all, Cooper City is amazing in that it has managed to keep its small town feel while being surrounded by more than two million people in Broward County. Recreational, shopping, entertainment and cultural opportunities abound. It is simply a wonderful family-centered community with excellent schools and amenities. So, if you are an outstanding, experienced City Manager or Assistant, please dust off your resume and apply.

HISTORY

In the first half of the 20th century, Cooper City was the site of a huge citrus grove. After a flood devastated the groves, they were sold to Morris Cooper. His dream was a planned community which officially became Cooper City by a special act of the Florida Legislature in 1959. At the time, approximately 85 residents lived within 35 completed homes. Development slowed when the bottom fell out of the real estate market in the early 1960's. As

Table 1: Cooper City Demographics

Distribution by Race		Distribution by Age	
White	71.1%	0 to 14	20.3%
Black	6.6%	15 to 24	13.3%
Asian	6.3%	25 to 44	24.6%
Native American	0.2%	45 to 64	27.3%
Two or More Races	15.8%	65 to 84	13.3%
Total	100%	Over 85	1.2%
Hispanic Ethnicity	31.4%	Estimated Population: 34,400	

Educational Achievement (Over Age 25)	
High School or Higher	93.8%
Bachelor's Degree or Higher	46.7%

Other Statistics	
Median Age--Cooper City	43.0
Median Age--U.S.	38.8
Poverty Rate	4.4%

Source: U.S. Census Bureau

the market returned, more homes were sold, and today Cooper City covers more than eight square miles with 36,600 residents.

DEMOGRAPHICS

See Table 1 for Cooper City demographics.

CLIMATE

Cooper City features a tropical climate without a great deal of seasonal variation in temperature. Highs during the summer are in the 90°Fs with lows averaging in the mid-70°Fs. In the winter months, the highs average in the mid-70°Fs and the lows are in the 60°Fs. The majority of the City's annual precipitation of 65 inches generally occurs between June and September. By comparison, Chicago and New York City get 37 inches and 47 inches of precipitation annually respectively.

Hurricanes do strike the area occasionally between June 1 to November 30. Though they can be extremely strong storms, their impact is generally limited. For example, if you are more than 50 miles from the hurricane's center, it will probably not materially affect you, although you should always be prepared.

GEOGRAPHY

Cooper City is located 26 miles north of Miami and 14 miles southwest of Fort Lauderdale. It is bounded by Davie to the north, Pembroke Pines to the south, both Hollywood and Davie to the east, and Southwest Ranches to the west. The City covers a total area of 8.3 square miles, of which 8.0 square miles is land and 0.31 square miles is water. Its average elevation is nine feet above sea level.

COMMERCE

Cooper City is almost exclusively residential and has the fourth-highest average household income in Broward County. As such, very few commercial businesses are actually located in the City. For the most part, they are on the City's boundaries and outside the city limits. As a result, most people commute to work outside the City. See page 5 for Cooper City Principal Employers.

THE GOVERNMENT

Cooper City has a Manager-Commission form of government. The Mayor and City Commissioners serve staggered four-year terms with a maximum of three consecutive four years terms. Elections are held in even numbered years. The Mayor is elected at-large as will be all Commissioners beginning in 2024. In terms of longevity, the Mayor and one Commissioner are halfway into their third terms and will be replaced in two years. One member is halfway through his first term, and two were elected in November. That said, one of the latter two previously served on the Commission for three terms before taking a break, due to term limits.

Table II: Principal Employers, Cooper City, FL

Employer	Industry	Employees
School Board	Education	552
Publix (3 supermarkets)	Retail	520
Walmart	Retail	299
Steris Instrument Management Services	Manufacturing	195
City of Cooper City	Government	141
Leader Animal Specialty Hospital	Veterinarian Services	100
The Sheridan at Cooper City	Senior Care Facility	91
Florida Solar & Air, Inc.	Retire/Life Care	75
Walgreens	Retail	54
Wendy's (2 stores)	Food	54

Source: Cooper City, FL 2022 CAFR and Interviews

The Commission appoints the City Manager and City Attorney. It also approves the City Manager's appointment of Department Directors and Assistant Directors. The City's departments are Administration, Community Development, City Clerk's Office, Finance, Human Resources, Public Works, Parks and Recreation, and Utilities (water and sewer). The City contracts with the Broward County Sheriff's Office (BSO) for Public Safety. The Sheriff's Office suggests several candidates to be the Police Chief and Fire Chief to the City Manager. The Commission confirms (or not) his/her suggested selection. The City contracts with Waste Management for garbage and bulk pickup. This contract will be up for a bid in 2023.

Cooper City's total budget is \$86,034,664 and its general fund budget is \$42,706,897. The City has 110 full time employees and another 31 full time equivalent employees when part time and seasonal employees are considered. These figures do not include the BSO personnel staffing public safety. The City Manager has ten direct reports, three of whom are in Administration and the remaining seven are Department Heads. The Fire Chief and Police Chief report the Broward Sheriff's Office but also indirectly to the City Manager. For more details, see Figure 2 on page 6.

The City has a five year capital improvement program, and the City's infrastructure is in relatively good condition.

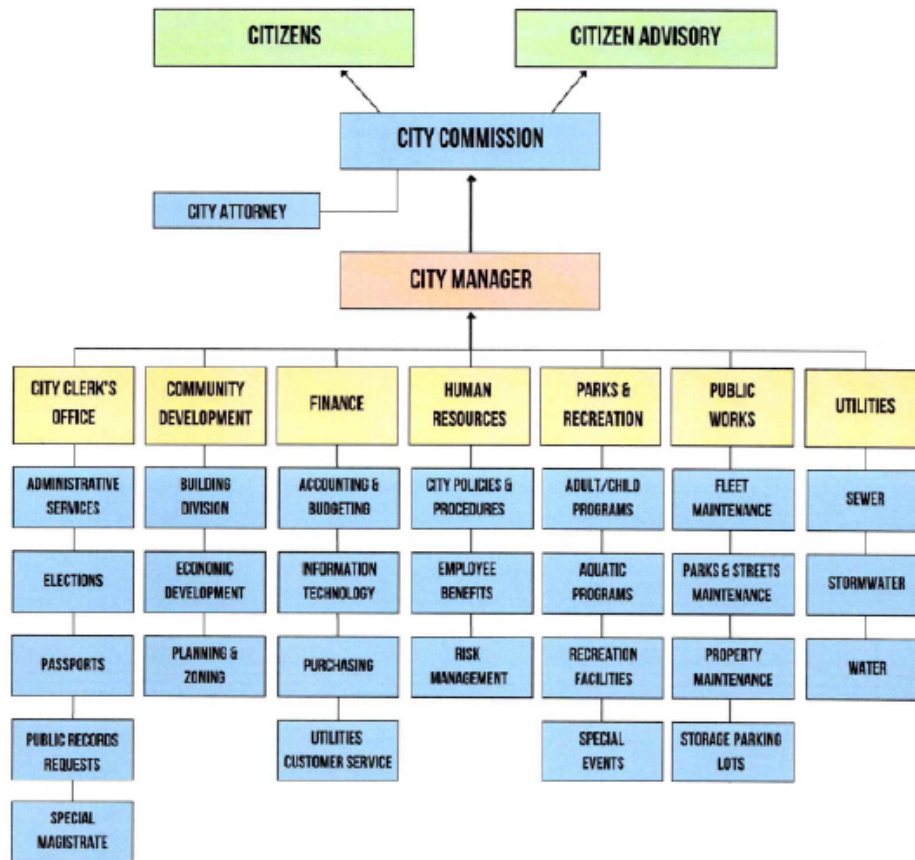
The City does not currently have any unionized employees, but is currently in negotiations on a collective bargaining agreement with the General Association of Miramar Employees (GAME) to represent some of the operations and maintenance employees in Public Works and Utilities.

THE CHALLENGES & OPPORTUNITIES

The City's biggest current concern is how to provide necessary services with very limited growth, while preserving the special place Cooper City has become.

The first challenge is financial. Cooper City is a bedroom community, and very little of its property tax revenue comes from commercial properties. As such, taxes can only be raised so much. Furthermore, police and fire services are contracted with a 5% increase (approximately one million dollars a year) for each of the next four years. That amounts to a need for a 2.3% increase (or offsetting cuts) in the general fund budget each year. Finding the resources to meet increasing costs will be essential.

Reviewing the City's communication strategy will be one of the first tasks the new Manager will need to undertake. Residents use a variety of platforms when they search for information about the City and its activities. Finding effective ways to utilize these platforms to ensure residents get timely and accurate information will be critical. The Manager will also want to ensure all the Commissioners receive the information they need to be kept informed and to make the best possible decisions for the community.



Along with reviewing the communications strategy, the new Manager will want to examine the rest of the government to ensure the right people are doing the right things in the most efficient and effective manner, and that the staff has resources it needs to accomplish the Commission's priorities. That will involve a review of current policies, procedures, and practices to ensure they are using current technologies. Part of this analysis will involve reviewing the Commission-City Manager relationship and making sure both parties are operating within the parameters outlined in the City Charter. That said, the role of

the Commission is not well defined in the Charter, except in terms of prohibitions. Specifically, it states, "Except for the purpose of inquiries and investigations, the commission or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager, and neither the commission nor its members shall give orders to any such officer or employee, either publicly or privately..." The current Manager has made great strides in improving the City's operation, but more can be done. A fresh set of eyes is generally a benefit to any organization.

The previous Commission had the goal of bringing reform to Cooper City, and they did many positive things such as creating a human resources department. At times, however, the process seemed somewhat chaotic. As a result, the current senior staff members are relatively new to their jobs. Further, some positions are open and need to be filled. Finally, it is conducting a pay study to ensure employee compensation is competitive, which should help in hiring and retaining the staff.

The goals of the Cooper City Commission have been to provide the highest level of service possible for constituents and to treat City staff respectfully. The next Manager should plan to continue to improve the organization's culture.

THE IDEAL CANDIDATE

The City Commission is seeking an achievement oriented leader and manager. They want someone to work with them as a partner and trusted advisor—someone who will be honest and tell them what they need to hear, not what they want to hear. The best candidate will be comfortable in their own skin, very professional and inspire confidence. The next Manager will need to be able to balance competing points of view, find common interests, and bring people to consensus while not becoming involved in the politics. He/she will ensure all the officials have the same information at the same time and will focus on counting to five, not three. In other words, everyone will be fully informed (including happenings in the community), and there will be no surprises.

The ideal candidate will be approachable, receptive, open-minded, honest, and transparent as well as organized, intelligent, forward thinking, friendly, dynamic, cheerfully persistent, high-energy, extremely positive and very proactive (but not aggressive or abrasive). The individual will have a "can do" attitude and be visionary yet practical. The best candidate will think strategically and be able to look over the horizon to anticipate problems and fix them before they become issues. He/she will not be comfortable sitting behind a desk and giving instructions. Rather, the Manager will be in the community and the City's offices,

talking to people, listening and learning. A sense of humor will be important, as will a calm bedside manner.

Ideally, the selected individual will create a culture of positivity, set goals, and rely on subordinates to do their jobs competently. The staff is well qualified, so the next Manager does not need to micromanage. Instead, he/she will expect to be kept informed and will hold the staff accountable, while also serving as a buffer between employees and the Commission. The Manager will be a mentor and encourage staff development. He/she will recognize that diverse opinions and spirited discussions make for better decisions and programs. Building teams and promoting teamwork will be important. Good judgment in hiring will be critical as the staff is small and everyone, including the Manager, is expected to roll up their sleeves to get the job done.

Customer service, along with communication, integrity, and transparency, will be core values for the Manager. Cooper City expects the Manager to be someone who leads by example and encourages the staff to find ways to get to "yes." Customers are not always right, but they should be treated fairly, and an honest effort should be made to solve their problems. If a solution is not possible, an explanation of why should be given.

The City is seeking someone who is a critical thinker who is always asking if there is a better way to conduct business and address problems. Analytical skills, as well as a knowledge of how to utilize information technology to optimize processes and inform the public, will be very important. As noted, Cooper City has limited resources and the Commission wants someone who will ensure its money is well spent.

The next Manager will have strong skills in management, budgeting, and finance. A track record of success in intergovernmental relations will be important as the City frequently interacts with other nearby local governments as well as state and federal agencies. Experience in disaster management is a plus. Florida experience is preferred but not mandatory.

Per the City Charter, applicants for the position must 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 city manager or assistant city manager position, which is credentialed by the International City Management Association." That said, the ideal candidate will have seven to ten years of increasingly responsible experience as a senior level government manager with five years' experience as a City Manager or Assistant. A master's degree is preferred. Florida experience is strongly preferred but not mandatory.

The Commission hopes the selected candidate will recognize Cooper City as the incredible opportunity it is and view the position as a destination, not a steppingstone on their career path.

COMPENSATION

The salary range is expected to be \$185,000 to \$250,000. A final determination will be made at the Commission meeting on February 14th, and will be posted here after that date. The actual salary will depend on qualifications and experience. Benefits are excellent. The City Manager will be part of the Florida Public Employees Retirement System for Senior Management, unless he/she chooses to opt out.

THE MOST RECENT CITY MANAGER

The current City Manager is leaving of his own volition after serving a little over three years in the position.

RESIDENCY

Residency in Cooper City is not required, though the Manager needs to live close enough to respond to any emergencies that occur. However, given all Cooper City's positives, why would you want to live anywhere else?

HOW TO APPLY

E-mail your cover letter and resume to Recruit26@cb-asso.com by February 24th, 2023. Faxed and mailed resumes will not be considered. Questions should be directed to Lynelle Klein at (970) 433-7189 or Colin Baenziger at (561) 707-3537.

INTERNAL CANDIDATES

We do not anticipate any internal candidates.

CONFIDENTIALITY

Under Florida law, all applications are a public record once submitted. As a practical matter, we anticipate little, if any, media coverage until the point where semi-finalists are recommended to the City Commission, and possibly later.

THE PROCESS

Applications will be screened in March and interviews held in April. A selection will be made shortly thereafter.

OTHER IMPORTANT INFORMATION

Cooper City is an Equal Opportunity Employer and strongly encourages women, minorities and veterans to apply.

ADDITIONAL INFORMATION

For additional information about the city, visit:

CooperCity.gov (Cooper City Website)

coopercity.gov/ (Cooper City Strategic Plan)

davie-coopercity.org (Chamber of Commerce)

Appendix C

Sample Candidate Report

Sample Candidate Report

[Note: The following materials are provided with the permission of the candidate.]

TABLE OF CONTENTS

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CB&A REFERENCE NOTES	19
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Cover Letter and Resume

March 26, 2020

Mr. Colin Baenziger
Colin Baenziger & Associates
2055 South Atlantic Avenue, Suite 504
Daytona Beach Shores, Florida 32118

Dear Mr. Baenziger:

Please accept the enclosed résumé for the position of City Manager for the City of Cape Coral, Florida. I am confident that my organizational and leadership abilities, educational background, and diverse professional experience are well-suited to the specific requirements of the position.

As indicated in the enclosed résumé, my professional background includes more than 25 years of progressive and responsible local government management experience. As an ICMA Credentialed Manager, I presently serve as the deputy city manager for the City of Fort Lauderdale, Florida. Prior to Fort Lauderdale, I served as the city manager for the City of Savannah, Georgia. In that capacity, I reported to a nine-member city council, created a new strategic plan - *SAVANNAH FORWARD*, led a family of 2,513 exceptional employees, and implemented a lean operating budget of \$408 million and a capital improvement plan in excess of \$407 million.

My previous experience includes serving as deputy county administrator for Broward County Florida; deputy county manager for Fulton County, Georgia; and assistant to the county administrator, Broward County, Florida. Collectively, my service in these progressive communities has provided me with extensive knowledge and expertise in all aspects of local government operations including affordable housing, strategic planning, transportation, budget development, community services, economic development and community revitalization, human services, and public safety, among others.

I am confident that I bring the right skills, experience and talents to the position. If you would like to schedule an interview or discuss my interest in the position, please contact me at (954) 940-1065 or at robhernandez@comcast.net. Thank you for your consideration.

Sincerely,

Roberto Hernandez

Roberto Hernandez

Enclosure:
- Résumé

ROB HERNANDEZ

1873 Northwest 113th Way, Coral Springs, Florida 33071 | 954-940-1065 | robhernandez@comcast.net

Profile

Proven, resourceful, and results-focused public administrator with more than 25 years of progressive local government management experience. ICMA-Credentialed Manager known for leadership, professionalism and organizational abilities.

Relevant Experience

Deputy City Manager City of Fort Lauderdale, Florida	2019 - Present
City Manager City of Savannah, Georgia	2016 - 2019
Deputy County Administrator Broward County Board of County Commissioners; Fort Lauderdale, Florida	2013 - 2016
Deputy City Manager City of Coral Springs, Florida	2011 - 2013
Deputy County Manager Fulton County Board of County Commissioners; Atlanta, Georgia	2008 - 2011
Assistant to the County Administrator Broward County Board of Commissioners; Fort Lauderdale, Florida	2003 - 2008
Various Positions Broward County Board of Commissioners; Fort Lauderdale, Florida	1994 - 2003

Education

Master of Public Administration
Nova Southeastern University; Fort Lauderdale, Florida

Bachelor of Public Administration
Florida International University; Miami, Florida

Current Professional Affiliations

International City / County Management Association (ICMA) – Credentialed Manager

Florida City / County Management Association

Broward City / County Management Association

Candidate Introduction

Rob Hernandez

EDUCATION

- Master of Public Administration, Nova Southeastern University
- Bachelor of Public Administration, Florida International University

EXPERIENCE

- | | |
|--|----------------|
| • Deputy City Manager; City of Fort Lauderdale, FL | 2019 – Present |
| • City Manager; City of Savannah, GA | 2016 – 2019 |
| • Deputy County Administrator; Broward County, FL | 2013 – 2016 |
| • Deputy City Manager; Coral Springs, FL | 2011 – 2013 |
| • Deputy County Manager; Fulton County, GA | 2008 – 2011 |

BACKGROUND

Fort Lauderdale is the largest municipality in Broward County and the ninth most populated city in Florida, slightly ahead of Cape Coral. Smaller in geographic area than Cape Coral, the city encompasses 38 square miles with a population of 186,220. A popular tourism destination, the city is often referred to as the “Venice of America” because of its many inland waterways, not too dissimilar to Cape Coral’s “Water Wonderland” designation.

The City of Fort Lauderdale is a full-service municipal corporation that provides police protection, fire-rescue services, parks and recreation programs, potable drinking water to a service area both within and outside the City limits along with wastewater collection and treatment, sanitation services, development regulation, parking, and street maintenance. The City also operates a general aviation airport, a downtown heliport, an aquatic complex, and an auditorium. Its current general fund budget is more than \$373.7 million or \$832.7 million in total.

As the deputy city manager, I assist the city manager in overseeing municipal operations, specifically coordinating the activities of the Transportation and Mobility, Public Works, Sustainable Development and Parks and Recreation departments. Collectively these departments have a combined operating budget of \$380 million and 1,527 full-time employees.

The three most critical issues facing the city are:

- Infrastructure
- Resiliency
- Affordable Housing

Both Fort Lauderdale and Cape Coral have identified infrastructure as key elements of their adopted strategic plans. Fort Lauderdale’s emphasis is by necessity due to a series of recent high-profile infrastructure failures and a state mandated consent order. Fort Lauderdale’s initial development boom occurred between the 1950s and 1970s during which the majority of the city’s

Rob Hernandez

infrastructure was installed. Materials of that era include cast iron pipe which is now failing regularly as a result of corrosion and erosion. From the 1990s until today, the city experienced a vertical development boom witnessed by large-scale redevelopment on its barrier island and downtown. This explosive growth was not matched by investments in infrastructure capacity, redundancy, and resiliency. Missteps occurred along the way, including transferring more than \$20 million annually from the Water and Sewer Fund to the General Fund as a “return on investment”, reduction in preventative maintenance activities, and failure to modernize its primary water treatment plant. The consequences of these decisions would surface years later as sewer main breaks, water line breaks, and flooding would disrupt life throughout the city. The City has identified more than \$1.2 billion in needed infrastructure improvements over the next 25 years. In addition to rectifying years of disinvestment in its water utilities, the City’s park system and public safety facilities have suffered a similar fate. The City is now implementing a \$200 million parks bond and \$100 million replacement police headquarters bond referendum to improve those facilities.

Sea level rise is Fort Lauderdale’s second biggest issue. Fort Lauderdale has made adaptation to climate change and rising sea levels a top priority. Many neighborhoods in Fort Lauderdale now experience chronic flooding on a regular basis. According to recent projections issued by the Southeast Regional Climate Change Compact, 10-17 inches of sea level rise by 2040 and 21-64 inches are possible by 2070. The City now requires the impact of sea level rise to be incorporated in future infrastructure master plans. Also, City-owned seawalls are being replaced and elevated, tidal valves have been installed in flood-prone areas, and the City is exploring the feasibility of raising road elevations in certain neighborhoods that are threatened by sea level rise.

Fort Lauderdale’s housing costs are now among the highest in the nation. More than 60 percent of households in the city spend more than 30 percent of their income on housing. The price of single-family homes has increased 41 percent since 2013. In 2018, the median sale price for a three-bedroom home was \$440,000. A four-bedroom home is now \$835,000. Given the high cost of homeownership, many are forced to rent; however, rental costs are equally unaffordable with the average two-bedroom rental costing \$2,705 monthly. Three bedrooms, \$3,204. The City is attempting to incentivize various housing types to support all income groups by providing zoning incentives such as height and density bonuses, no- or low-interest loans, or grants to developers to facilitate the construction of more affordable units. Without an affordable and diverse housing stock, the city, county, and region will not succeed in creating a diversified and balanced economy.

GENERAL MANAGEMENT STYLE AND EXPERIENCE

Cape Coral is a jewel for public administration professionals to practice their craft in a progressive environment. The challenges in Cape Coral are similar to those I have faced throughout my career as a city manager or deputy manager. For those reasons, I believe that the combination of my experience as a proven leader understanding local government in Florida, the ability to work with elected and appointed officials and the ability to understand and solve problems will allow me to excel as Cape Coral’s next city manager.

Rob Hernandez

Many can manage but few can lead. Management is something I did earlier in my career; at this point in my professional career and personal life, I believe it is more important to exercise leadership. As leaders, we must communicate a clear vision and direction. We must demonstrate a passion for what we do – that is, to make a difference every day. For me, leadership is situational. When time, resources, and skills permit, my leadership style is participatory and collaborative. In other circumstances, it must be directive.

Great leadership is infectious. People are your greatest assets. It is important to create an environment where people want to work hard by making things fun, challenging, and rewarding. I believe in building a positive work climate where people are appreciated and valued. I like to consider myself a “macromanager” rather than a micromanager. I view my role as explaining the project or task, the expected result and deadline, and monitoring performance on a regular basis. I track projects and assignments using a Sharepoint site and meet with staff on a routine basis to review progress. I meet with staff more frequently on an as-needed basis. I describe what needs to be done, provide them the resources, get out of their way, and hold them accountable. So far, I think this approach has worked.

I am confident that staff and elected officials would describe me as professional, thorough, hard-working, ethical, honest, opinionated, and transparent. They would hopefully view me as engaged, participative and inclusive and valuing open communication and feedback, while also allowing for empowerment and accountability.

Two strengths that others will point to are my transparency and ability to make strategic decisions. In terms of a weakness, I believe that my commitment to my organization and loyalty to my teammates has led others to conclude that I can be defensive at times.

Regarding performance measurement, I believe it starts at the top with the governing body establishing a clear strategic vision for the organization, and cascades downward. Once key strategic objectives are defined by the governing board, it is the manager’s job to develop strategies to meet those strategic objectives. Business units then must identify those operational efforts and measures that are aligned with the strategies and long-term objectives. Those help form the basis for developing individual performance measures that are included in performance reviews.

In terms of a significant professional achievement, the revitalization of the Fulton Industrial District (FID) in metro-Atlanta, one the largest industrial, warehousing and logistics centers in the southeastern United States, is one that I am most proud of. In the fall of 2008, I toured FID as Fulton County’s new deputy county manager. What was once a leading center of economic activity was now rife with rampant prostitution, open drug sales, shuttered buildings, neglect, and decay. FID was well into a state of decline that began in the 1980s as its warehouses were abandoned for taller and larger ones elsewhere and manufacturing disappeared overseas. I observed conditions that I had never seen in my career until that day. Families called extended stay motels home. A police detective explained how FID was the child prostitution hub for the entire metropolitan Atlanta region. After a woman was found locked in a dog crate in one of FID’s many hotels, I was horrified and said: “not anymore – not on my watch.”

Rob Hernandez

For the next three years, we made it our mission to make FID better. We used every conceivable resource within county government and put together a team of county agencies that included everything from arts to zoning. We rolled up our sleeves and went to work. We attacked the issues from every angle: from health to human services to public safety. With the help of a dedicated team, we accomplished a remarkable turnaround that included:

- Adoption of the Fulton Industrial Redevelopment Framework
- Designation by the State as an “Opportunity Zone”, providing needed economic incentives
- Establishment of the Fulton Industrial Community Improvement District, a self-taxing entity to take on area wide governance and improvements
- Establishment of the South Fulton Service Center which relocated two county commissioners, police, fire, and all other unincorporated area services to FID

Today, FID is healthy and vibrant. It is now a place where businesses invest rather than flee.

My biggest disappointment thus far involves the establishment of a fire assessment fee in Savannah. A \$14 million budget deficit welcomed me upon arriving in Savannah in October 2016. As I tackled the deficit with my new team members, I realized the City had a structural imbalance that needed a long-term solution. Although revenue growth was respectable, it lagged projected expenditures well into the future. Working with the city council, we agreed to a stopgap approach for Fiscal Year 2017 with the understanding that we would bring back long-term options the following year. Fiscal Year 2018 presented a \$12 million imbalance and to address it, I proposed a fire service assessment using an approach and the same consulting firm as Cape Coral. After spending considerable time and effort creating such a fee, the city council adopted the budget with this fee. The fee provided financial stability, allowed us to lower the millage rate, and provided resources to address capital needs and service priorities. The fee was controversial and faced stiff public resistance. Continued opposition to the fee caused the city council to reverse its decision midway through the fiscal year, requiring us to identify more than \$16 million in new revenue and expenditure reductions. Rescinding a budget halfway through the fiscal year was disruptive to operations. In retrospect, I did not anticipate such stiff opposition since we held more than 60 community meetings and thought we had obtained community buy-in to the extent we could. Newspaper editorials supported our approach. In the end, the fire assessment was reversed, the equivalent of two engine companies eliminated from the fire department’s budget, and the millage rate increased. The painful lesson I learned throughout all of this is that local government must do a better job educating the public on how well it is performing and safeguarding the public’s resources. It was a painful lesson – it still hurts to sit to this day.

Employee terminations are always an unfortunate aspect of what we do as leaders. Unfortunately, I have had to dismiss employees throughout my career for poor performance or poor leadership. While it is never an encounter that brings pleasure or satisfaction, these separations were not a surprise to the affected individual. In every instance the individual was counseled and made aware of performance deficiencies beforehand, corrective actions identified, and the consequences of not meeting the performance standards explained. I hope that in every instance, I treated the employee with respect and dignity. I allowed them to “write their final chapter” with the organization and

Rob Hernandez

allowed them to leave at the top of their game with a celebration of their accomplishments to the organization.

The issues and challenges facing Cape Coral's next city manager are:

- Leading in the Post COVID-19 Era.
- Ensuring continued Smart Growth.
- Continuing to expand and upgrade critical infrastructure.

Sadly, Cape Coral's next city manager will have to lead the organization through the aftermath of Covid-19's devastation. Although the City has a diversified revenue base not overly dependent on one specific funding source, it can expect revenues of all types to be impacted. While the financial realities of the pandemic will become clearer in the months to come, Cape Coral's next city manager will need to assess the financial impacts and determine how to continue basic municipal services, allow for certain aspects of the local economy to resume and balance the workforce and service demands with the new fiscal realities.

Second, Cape Coral's next city manager will need to continue to position the city for growth once the post-COVID 19 recovery begins to take shape. The City will need to continue progressive land use policies and zoning incentives to attract orderly and smart development to greenfields and redevelopment. Promoting growth in the tax base and employment for the city's residents must be a top priority. Fortunately, Cape Coral is well-positioned to attract further economic investment once the nation and the state adjust to the realities of the post-pandemic world.

Finally, investments in infrastructure must continue to drive the next city manager's agenda. During difficult times, many municipalities defer or eliminate investments in critical infrastructure improvements. This is a grave mistake and the next city manager must avoid the urge to gut capital investment plans. Since capital investments are long-term in nature, it is important that Cape Coral's next city manager appreciates the need to ensure adequate investments are made in all facets of municipal infrastructure including roadways, water utilities, facilities, and information systems. For Cape Coral, this includes expanding infrastructure utilities to areas currently not served plus parks and open space to accommodate neighborhood growth. The benefits of such continued investment will pay off in the longer-term. It is important to take a long-term view rather than an immediate one, however painful it may be.

If selected for the position, during my first six months I will:

- Listen, listen, and listen to understand issues, challenges, and desires of all stakeholders: elected officials, neighborhood groups, organized labor, business community, education representatives, the local media, and others;
- Forge a close relationship with the City Council and Mayor;
- Review goals and objectives for the organization with the Mayor and City Council;
- Reach out to department directors and learn about their challenges, priorities, and programs;

Rob Hernandez

- Meet as many employees as possible by conducting several “town hall” sessions;
- Establish trust and credibility with all stakeholders; and.
- Become familiar with the community and its culture.

As for media relations, I appreciate the work the media does. The media can be a great asset if managed properly and cultivated. Being open and honest with them is important. Integrity is an essential part of the relationship with the media. In Savannah, I practiced an open-door policy with the media and reserved a better part of Tuesdays to meet with them. I am not aware of anything in my background that could be considered embarrassing to a potential client.

Social media is an effective tool in keeping the public informed and is changing how government communicates with its various constituencies. I have used social media, primarily twitter, to keep interested individuals informed with short briefs on an issue. This helped us shape our story and put us in leading the community conversation rather than delegating that role to media. I have used social media to help sustain interest on an issue and to keep the public informed on upcoming discussions or significant events. During workshops or regular meetings of my elected body, we would “tweet” aspects of the discussion. In Fort Lauderdale, we rely on ZenCity to help us mine social media on a regular basis to help us gauge public sentiment on a variety of issues.

There is “no dirt” on me. I live a clean, simple life, prefer to tell things as I see it, and sleep well at night. I also treat people with professionalism and respect. I am honestly not aware of anything in my professional or personal lives that could be viewed negatively. However, while serving as the city manager of Savannah, there were a few individuals who were not supportive of my efforts or views. You may find some blogs critical of my opinion on building materials in the city’s landmark historic district, my hesitance in assuming the operating costs of a regional expressway, and of the ill-fated fire assessment. Regardless, I always conducted myself professionally and never brought any negative attention to the elected officials or the organization I worked for.

My personal interests include the outdoors and pursuing home improvement projects.

ADJECTIVES OR PHRASES THAT DESCRIBE ME:

Driven, Professional, Focused, Disciplined, Organized, Thorough

REASONS FOR CONSIDERING LEAVING CURRENT POSITION:

I am considering opportunities beyond Fort Lauderdale because I believe that I can have a greater impact on an organization and a community by serving in the top leadership role.

CURRENT SALARY

+/- \$217,000 plus \$4,680 auto allowance and \$1,310 cell phone allowance.

CB&A Background Checks

Section 7

**Background Check Summary for
ROBERTO HERNANDEZ**

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Broward County, FL	No Records Found
Chatham County, GA	No Records Found
Fulton County, GA	No Records Found
State	
Florida	No Records Found
Georgia	No Records Found

Civil Records Checks:

County	
Broward County, FL	No Records Found
Chatham County, GA	No Records Found
Fulton County, GA	No Records Found
Federal	
Florida	No Records Found
Georgia	No Records Found

Motor Vehicle

Florida	No Records Found
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Credit

Very Good

Bankruptcy

No Records Found

Education

Confirmed

Employment

Confirmed

Under the Fair Credit Reporting Act, 15 U.S.C. 1681-1681Y, credit and bankruptcy information are very sensitive and should not be used in the consideration of hiring. The information is included for each candidate because we do not want you to be surprised if third parties raise what they consider to be a concern.

Section 7

Background Check Summary for ROBERTO HERNANDEZ Personal Disclosure

Personal Disclosure Questionnaire

Name of Applicant: ROB HERNANDEZ

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain any yes answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
Yes ☐ No ☒
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
Yes ☐ No ☒
3. Have you ever declared bankruptcy or been an owner in a business that did so?
Yes ☐ No ☒
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
Yes ☐ No ☒
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
Yes ☐ No ☒
6. Have you ever been charged with driving while intoxicated?
Yes ☐ No ☒
7. Have you ever sued a current or former employer?
Yes ☐ No ☒
8. Do you have a personal My Space, Face Book or other type of Web Page?
Yes ☐ No ☒
9. Do you have a personal Twitter Account?
Yes ☐ No ☒
10. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?
Yes ☐ No ☒
11. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant.
NONE

Attested to: 
Signature of Applicant

Please email this form via PDF DOCUMENT to Lynelle@cb-asso.com or via fax to
(888) 539-6531 no later than 5:00 PM PST 04/13/2020.
(Note: Please be sure to sign the form with your actual signature if you are sending Fax or PDF Document)

Property of Colin Baenziger & Associates

CB&A Reference Notes

Reference Notes

Roberto “Rob” Hernandez

Elizabeth Taschereau – Director of Developmental Services, City of Margate, FL
954-884-3686 954-218-9798

Ms. Taschereau has known Mr. Hernandez since 2011 when he was hired as the Deputy City Manager for Coral Springs. She was the Community Redevelopment Agency Coordinator and reported to him. She later followed him from Coral Springs to the Savannah when he became the City Manager. She had enjoyed working for him and had wanted to continue learning from him so much that she willingly commuted between her home in Florida to her job in Georgia. After he left Savannah to go to Fort Lauderdale, she also left.

Mr. Hernandez was a successful and professional leader. He had strong project and time management skills. Ms. Taschereau especially admired how well he kept track of numerous project deadlines on his calendar, which she had access to when working under him. He worked well with team and delegated excellently. The only possible weakness he had was his high expectations. He strove to accomplish much, and he expected his staff to perform similarly. Such expectations may have been overwhelming for some who were unsure of their abilities to accomplish their tasks. However, staff members were able to look back and be amazed by how much and how well they accomplished those tasks. Though his high expectations were a challenge for some, many Cities turned around for the better because of his drive.

Mr. Hernandez worked on numerous high profile projects, such as building a new city hall. The old city hall was built in 1905. It was very much out of date and far too small for a city of Savannah’s size. That said, building a new city hall spurred a great deal of controversy over architecture and location. Recognizing it as a critical need, Mr. Hernandez took charge of the project and eventually achieved community acceptance of the building’s location downtown and of the architecture. It all came about in approximately a year and a half and the new city hall celebrated its grand opening in 2018. Another significant project he worked on as upgrading the City’s arena while working with a management company. He was able to renovate the facility while negotiating a contract that was eventually approved by the County Commissioner. It was a huge accomplishment.

Mr. Hernandez was very inclusive of employees in projects, meetings, emails, status reports, memos, and other forms of communication. He communicated in a way they easily understood, and he expected his staff to communicate with him. Such an inclusive mindset was different for staff from the Cities of Coral Springs and Savannah, where the culture was less inclusive. He managed several internal and external projects that involved multiple people across different divisions. Many commented how they had not enjoyed such high communication levels before Mr. Hernandez came. Previously, little communication occurred between divisions. As such, decisions were delayed and less efficient. When he effectively included different groups to integrate on multi-division projects. He helped projects move forward.

Mr. Hernandez also generally made good decisions. He had high integrity. He made the best recommendations and decisions possible for the community as a whole. He did consider the input of groups with special interests, but he strove to make the best possible decision. He also made good decisions with staff members. For example, he reorganized the Savannah City staff, which

Reference Notes

Roberto “Rob” Hernandez

composed of approximately 2,400 employees. This momentous change created openings, which he filled with sharp and high performing individuals. The new employees immediately began planning and establishing standard procedures. The City began to change, and consequently, so did the community. Furthermore, Mr. Hernandez greatly believed in committees. He formed several committees with the Human Resource Department and with staff, sometimes even bringing in external panel members if necessary. He wanted people in high-level positions to make decisions together.

As a great public speaker, Mr. Hernandez worked well with the public. He always remained composed and professional. He had excellent presentation skills. People were generally perceptive to his ideas when he spoke, and he communicated well when invited to speak for different organizations. Even if some people at those meetings were exceedingly unprofessional toward him, he managed himself well. He performed well despite those difficulties. In addition, Mr. Hernandez worked well with individuals. He educated others, providing recommendations on what the Mayor and others needed to vote on. Because of these interpersonal abilities, Mayor and Councilmembers voted on multiple successful projects. Moreover, Mr. Hernandez had good financial skills. He used a hands-on approach with the city budget and worked closely with chief financial officers and the Budget Director. He wanted to ensure he understood the budget accurately.

Though a change agent, Mr. Hernandez did not seek change for the sake of change. He carefully evaluated a City's situation, whether involving technology, processes, or even City culture. He observed how others managed tasks before he made necessary changes to keep the City moving forward. Ms. Taschereau has done her best to incorporate this valuable lesson into her own leadership skills. Also, Mr. Hernandez an effective problem solver. He solved numerous issues that had existed for long periods of time. Some problems required many changes and more money, which made certain solutions difficult to implement. He attempted to solve these, and then he put plans into place to initiate these necessary changes once enough resources were available. Other problems were out of his realm of influence. As such, Mr. Hernandez made good recommendations, even if people did not follow his advice.

Ms. Taschereau is unaware of anything in Mr. Hernandez' personal or professional background that will concern a future employer. She would definitely hire him if possible. As someone who has worked for him, she knows how good he is at overcoming challenges and managing a city. Mr. Hernandez is passionate about municipal work. He wants his employers to be high-performing organizations. He has been and will continue to be a very good Manager.

Words or phrases used to describe Roberto Hernandez:

- Successful,
- Professional,
- Collaborative,
- Inclusive,
- High integrity,
- Good speaker, and
- Influential.

Reference Notes

Roberto “Rob” Hernandez

Strengths: Project management, leadership and staff management, presentation abilities, financial understanding.

Weaknesses: His high expectations can be daunting at time, but his expectations drive people to accomplish goals they previously thought they were incapable of achieving.

**Skye Patrick – former Director of Libraries, Broward County, FL 562-940-8400
562-659-1155**

Ms. Patrick has known Mr. Hernandez since 2014. She really enjoyed working with him and learned much from him.

Public Administration was Mr. Hernandez’s strong suit. He was thoughtful and he understood County policy and procedures very well, which meant he navigated in a way that was very helpful to his department. He did not know much about the library system when he was hired, but he studied and learned about how they operate and developed a good understanding.

The Directors hired by Mr. Hernandez were very good selections. He sat on the panel that hired the Finance and Business Administrator, and helped with the searches for the Aviation Director and Human Services. When making decisions in general he was very thoughtful and took the time to gather information.

In general, Mr. Hernandez maintained the organization at a high level and had learned from his department heads to be innovative and creative. They had a monthly meeting where Mr. Hernandez provided information on organizational changes. Ms. Patrick headed a very large organization with many issues. He was always available and responsive.

Some community members were very aggressive. Mr. Hernandez took the time to attend both scheduled and off the cuff meetings with individuals who had concerns about an issue. His openness and willingness to address an issue immediately, without any delay, was impressive.

In his capacity Mr. Hernandez really tried to lead the organization, and was creative and thoughtful in meeting goals. He worked very well with the Board, which consisted of nine voices with sometimes conflicting concerns. He protected the department heads when necessary and did a great job balancing the administration and the politics, which is no small feat.

Several major personnel issues involving union members were escalated to upper management. Mr. Hernandez was not required to attend the meetings but he came to help negotiations. The union had between 500 and 600 members. He helped navigate the very rocky road between the union relationship and County protocol. He showed great initiative in addressing problems that existing prior to his arrival. He helped resolve long-standing issues in only 2 to 3 meetings.

Mr. Hernandez was given directives to create a business plan for the new Panther Stadium. The process took several months and he worked with several departments to create the business model. He also worked on a new transportation plan that was very complex. The process has spanned for several years and involves 15 of the 31 cities in Broward County.

Reference Notes

Roberto “Rob” Hernandez

They were short 800k in a capital budget of \$5 million dollars. Mr. Hernandez worked with the staff to review the overall budget and prioritize projects. Several of the big-ticket items related to technology were prioritized, and he found a way to upgrade their enterprise software.

They only knew each other for a few years, but Ms. Patrick does not know anything controversial that involves Mr. Hernandez.

Broward County has a \$6.5 million dollar budget with 31 cities plus some incorporated areas. Ms. Patrick would hire Mr. Hernandez and feels he is well suited to run a community the size of Broward County or slightly larger. Every department head he worked with has a positive opinion of his management and leadership qualities. Employees are comfortable working with him and felt very supported by him. He ensured that Ms. Patrick had the financial resources she needed. She confidently recommends him for a Manager position.

Words or phrases used to describe Roberto Hernandez:

- Extremely thoughtful,
- Very intelligent,
- Incredible business mind,
- Perfectly capable administrator,
- Incredible leadership qualities, and
- Shows initiative and foresight to present quantifiable outcomes.

Strengths: Thoughtful; understands policy and procedures; public administration; learns what he needs to know.

Weaknesses: He could have a greater understanding of the different lines of work that each department head was responsible for.

Van Johnson – Mayor, City of Savannah, GA 912-651-5988 912-651-6444

Mr. Johnson worked with Mr. Hernandez between 2016 and 2019 when Mr. Hernandez became the Savannah City Manager. Mr. Johnson and Mr. Hernandez had a good relationship.

Mr. Hernandez performed decently as City Manager. He was smart, strong-willed, and a hard worker. He was a workhorse who innovatively tried to find solutions to problems. He was always quite professional, cordial, and direct. At times, his passion and directness may have caused people to think Mr. Hernandez was emotional or overly direct. However, these traits were a function of his military background.

Mr. Hernandez had good communication skills. He kept Mr. Johnson informed via email, phone, and personal communication when appropriate. Mr. Hernandez generally made good decisions and usually made good decisions when hiring personnel. He was customer service oriented. He accomplished tasks in a timely manner.

Additionally, Mr. Hernandez tried to make the City to a high-performing organization. He recognized several structural financial issues within the City and put the City on track. He was

Reference Notes

Roberto “Rob” Hernandez

both a leader who rallied employees around the organization’s vision and a manager who oversaw processes behind a desk. He worked hard to effectively solve problems to the best of his abilities. For example, he brought about a strategic plan for the City, which had not existed prior to Mr. Hernandez’s arrival. He led the Council and the organization to determine a goals and priorities. The Savannah Forward strategic plan is still currently used.

One of the largest criticisms against Mr. Hernandez was that he was less social than the public expected their Manager to be. Certainly, he was kind and polite. He had experience working with the public and sometimes was out in the public attending community meetings to represent the organization. However, he often worked more than he socialized.

At times, Mr. Hernandez experienced some difficulties wading through the City’s Council-Manager form of government. These hardships were not entirely his fault because some councilmembers violated these lines at times. Usually, Mr. Hernandez persevered. Eventually, these challenges became too much for him to bear. For example, he proposed instituting a City fire fee similar to what Florida cities used to address the City’s structural deficits. The Council accepted the idea. However, when the public became upset with the fee, the Council blamed him for the failure. Furthermore, the previous Mayor needed a scapegoat for some of his poor decisions and blamed Mr. Hernandez – even though the City Manager only carried out decisions made by the City Council.

Mr. Johnson is unaware of anything in Mr. Hernandez’s background that will concern a future employer. If given the opportunity to rehire Mr. Hernandez, Mr. Johnson would consider him as a candidate. Given the difficult circumstances in Savannah, Mr. Hernandez was a great Manager.

Words or phrases used to describe Rob Hernandez:

- Smart,
- Strong-willed,
- Hard worker,
- Good work ethic,
- Innovative, and
- Professional.

Strengths: Work ethic, innovative solution finding.

Weaknesses: Mr. Hernandez’s passion and directness may have been misconstrued as being emotional or overly direct.

Claudette Bruck – former Commissioner, City of Coral Springs, FL 954-562-2526

Ms. Bruck has known Mr. Hernandez since 2011. He was their Deputy City Manager for all too short of a time. They were sad to see him leave and would love to have him back.

Mr. Hernandez was extremely bright, very diligent and focused. When he first came to the city he first stood back and analyzed the organization. When it was his turn to speak, he impressed

Reference Notes

Roberto “Rob” Hernandez

everyone. His presentations are flawless but factual. Everything he said was entirely trustworthy; he presented information he could stand behind.

Their interactions were all professional. Mr. Hernandez was very respectful. He listened and was prompt in responding to inquiries. His decisions when hiring personnel were very good. He was innovative and operated at a high performance level. He listened, assessed a situation, and then came forward with an excellent recommendation. He was very experienced and innovative.

Mr. Hernandez frequently gave presentations at workshops, commission meetings and community meetings and always did an excellent job. He had good rapport with the audience and a demeanor that invited trust.

Mr. Hernandez kept the Commissioners informed as appropriate. The Manager’s office operated independently of the Commission. Rather than reporting in on a daily basis, they did so at special meetings or as needed. Mr. Hernandez did not have the opportunity to work one-on-one with residents, but he did present information about projects to the community. He was always prepared and answered questions on the spot.

The Commission received much information from varying sources, and the information was not always accurate. They felt very fortunate to have Mr. Hernandez on staff and trusted his accuracy. He led the organization well because he earned the trust of employees.

Mr. Hernandez played a significant role in pension discussions. He responded to questions at community and commission meetings. He followed through and was customer service oriented. He always did what said to do. He was not directly involved in the finance department or the creation of the budget, but he had a good understanding of the numbers.

Ms. Bruck is unaware of any controversy involving Mr. Hernandez. She would hire him and feels he would be a great Manager. He was knowledgeable, experienced, task oriented, focused, and could always be trusted. His departure was a tremendous loss to Coral Springs.

Words or phrases used to describe Roberto Hernandez:

- Trustworthy,
- Bright,
- Quick study,
- Serious about his position,
- Honorable, and
- Innovative.

Strengths: Very thorough; brought an idea forward only after it had been thorough researched; good at identifying problems and determining solutions.

Weaknesses: None identified.

Reference Notes

Roberto “Rob” Hernandez

Brooks Stillwell – former City Attorney, City of Savannah, GA 912-484-1690

Mr. Stillwell worked with Mr. Hernandez between 2016 and 2019. During this time, Mr. Stillwell was the Savannah City Attorney and Mr. Hernandez was the City Manager. They worked closely together daily and reported to the City Council.

Mr. Hernandez was a great City Manager operationally. He worked hard and had good fiscal planning abilities. He had several good ideas for the City and was a good strategic planner. He possessed a long-term vision of what he wanted to accomplish and strove to quickly achieve those goals. He was driven and dedicated.

Mr. Hernandez managed day-to-day operations exceptionally well. He worked well with staff members and those close to him in the office. He met with Mr. Stillwell during weekly meetings with City leaders and kept the City Attorney well informed.

As a change agent, Mr. Hernandez came in and proposed several changes to help the City run better. He initiated several positive transformations, such as with implementing the City’s strategic plan. However, Mr. Hernandez implemented other changes too quickly for the historical City to handle. For example, he tried to completely change the City’s property exchange, planning, and financing. Each area’s change was tough individually, but all these at once were especially difficult to maintain.

Savannah is a very unusual city. Its roots go back almost 300 years and Mr. Hernandez did not fully appreciate how the City’s unique historical culture differed from the culture found in his previous positions in Florida. In past jobs, he rarely handled city politics as the person second in charge. In Savannah, he had to involve himself more than he had previously done. The City traditionally expected the City Manager to be its Chief Executive Officer and to be heavily involved with the entire community outside of city government organization. As such, Mr. Hernandez had to work with county officials, chamber commerce, state legislature, and community leaders. Though Mr. Hernandez worked well with staff, he did not see community politics as part of his job, which was a large issue for the City. He frankly did not anticipate the public blowback from some of the programs he recommended the City Council implement. As such, he faced many challenges.

Even though many of his ideas were conceptually good, Mr. Hernandez was unable to bring the public to side with his solutions. For example, he tried implementing a fire fee to unburden property owners’ taxes. He saw the fee as a method of fixing the City’s fiscal problem. Though he initially had the Council’s support, Mr. Hernandez eventually faced huge public backlash. Then some council members tried to politicize the plans which led to the fee being poorly implemented. Mr. Hernandez also tried to implement a union contract with the fire union, which ended up facing public blowback as well. He had little Council support because such a plan did not translate well to Georgia.

Eventually, Mr. Hernandez left the City to return to Florida. Both his wife and he were unhappy with how rough this period was for them. He gave several months’ notice before his resignation.

Reference Notes

Roberto “Rob” Hernandez

Despite these issues, Mr. Hernandez was a great City Manager. He spoke well with public groups. He was an excellent fiscal manager. He generally made good decisions and hired personnel quite conscientiously. He was particularly customer service oriented. He was a leader who had a vision of how to accomplish goals and who tried to mold the City’s organizations to this vision. He accomplished tasks in a timely manner. He set goals and timeframes to move forward. He solved several problems effectively. He successfully implemented the complete reorganization of the City’s organizational department. He worked hard through stress to overcome issues. He also was outstanding with crisis management, such as when the City dealt with two hurricanes.

Any future employer will need to discuss what they expect Mr. Hernandez to do and what he expects to do with public and community leadership. These clear explanations are critical. Mr. Hernandez will perform well under a strong County Manager or strong Mayor who assumes all roles of working with the public. Mr. Hernandez understands how this type of government is organized and will do well in this system. Mr. Hernandez was an excellent City Manager on a whole, just not for the City of Savannah.

Mr. Stillwell is unaware of anything in Mr. Hernandez’s personal background that will concern a future employer. Though Mr. Stillwell would not rehire Mr. Hernandez for the City of Savannah, Mr. Stillwell would definitely hire Mr. Hernandez for most any other municipality. A future employer will not find a more dedicated, hardworking person who can implement ideas well. Mr. Hernandez has been and will continue to make a good Manager.

Words or phrases used to describe Rob Hernandez:

- Tremendously hardworking,
- Good strategic planner,
- Aggressive in a good way,
- Dedicated, and
- Visionary.

Strengths: Long-term planning, fiscal planning, management skills.

Weaknesses: Interacting with public and political leaders was hard for Mr. Hernandez, who was used to a more strictly managerial position.

Zachary Williams – former Fulton County Manager, GA 404-990-6545 404-371-2881

Mr. Williams has known Mr. Hernandez since 1994. They worked closely from 2008 to 2011 when Mr. Hernandez was the Deputy County Manager. He did an excellent job. His work performance, personality, and interactions were outstanding. He was handpicked from South Florida to come and work for Mr. Williams.

Mr. Hernandez had an excellent work relationship with his elected officials. They trusted that what he said to had been well researched. He earned their respect and represented Mr. Williams very well.

Reference Notes

Roberto “Rob” Hernandez

Once he had been given a problem to solve, Mr. Hernandez was tenacious. He marshaled resources and focused them through team building to get the job done. He did not shy away from challenges. He was patient when it was warranted; however, it did not come naturally to him.

Mr. Hernandez preferred face-to-face interactions whenever possible. If meeting a person directly was not an option, then he used the phone. He was an excellent writer and could be successful using email; however, he had developed respect from his subordinates by meeting with them personally, listening to their issues, and explaining his thoughts.

Depending on the nature of the decision that needed to be made, Mr. Hernandez responded quickly. Circumstances that required gathering facts may have taken him longer. He was not indecisive but rather took the appropriate amount of time to gather the information and opinions he needed to make good decisions.

Mr. Hernandez hired good employees. In some instances where a hire did not work out, he did all he could to work with them. He went through exhausted hiring practices involving many stakeholders. He was analytical and used that to his advantage in the hiring process.

Mr. Hernandez was innovative but did not try to change things just for the sake of change. He was mature enough to leave a process alone when it worked well. He had improved existing processes in Fulton County.

Mr. Williams was proud of the redevelopment that was carried out on Fulton Industrial Boulevard. Under Mr. Hernandez’s leadership, an area known for drugs, prostitution, and crime had reversed its negative direction to become an area where businesses wanted to locate. Mr. Hernandez created momentum in this large container warehousing district. He acquired State funding and formed a commercial improvement district.

There were very few tasks in public service Mr. Hernandez could not do well. He is ready to take the helm of an organization and become a Manager. Mr. Williams gives him his full and complete endorsement and support. Mr. Hernandez was one of the best public servants Mr. Williams has ever worked with.

Words or phrases used to describe Roberto Hernandez:

- Embodies what public service should be,
- True believer in the mission to make other people’s lives better,
- Tenacious,
- Analytical,
- Hardworking, and
- Professional.

Strengths: Problem solving; tenacity; marshaling resources; and team building.

Weaknesses: He could be patient when it is warranted; however, it did not come naturally to him.

Reference Notes

Roberto “Rob” Hernandez

**Dele Lowman – former Assistant to the County Manager, Fulton County, GA
(404) 612-8331**

Ms. Lowman worked with Mr. Hernandez in the Fulton County Manager’s Office. She had known him since 2003 where they worked together in Broward County. They had a good working relationship. He was very diligent and mission focused.

When Mr. Hernandez first arrived in the Administrative Office in Broward, she was working as a graduate being mentored by the County Administrator. She was told to watch Mr. Hernandez and learn from how he took a task, broke it into small parts, and organized people to get the job done. If there was something he did not know he studied to become more effective.

Mr. Hernandez and Ms. Lowman had philosophical differences yet got along quite well. His military background had shaped his personality and made him the driven person he was. He worked well with elected officials. He spent most of his time with the commissioner over the unincorporated areas. Though their interests were not always the same, they worked well together. He had the respect of the commissioners. Mr. Hernandez valued loyalty. His greatest strengths were diligence and following through. No matter how difficult a situation had become, he did what he needed to for the best interest of the community.

Laser focus was both strength and a weakness for Mr. Hernandez. In his current role as second in command, he did what he was asked without stepping back to see if there was another way. If he was the final decision maker, perhaps that would have been different. Unlike many managers, Mr. Hernandez did not have an aversion to staff meetings. He liked to speak with people face-to-face. He was more than capable of interacting via telephone and email, but he favored the personal approach when dealing with direct reports.

Mr. Hernandez was a great public speaker. He had a teaching background in the military. He interacted well with the public and dealt with residents often in the unincorporated area.

One task Mr. Hernandez was asked to take on was building the first amphitheater on the south side of the county. It was an overwhelming project with an unreasonable timeline and difficult budget. He did an outstanding job and followed it through to opening day.

There are certain people Ms. Lowman has worked with that she would hand pick to be on her team and Mr. Hernandez is one of them. She highly recommends hiring him.

Words or phrases used to describe Roberto Hernandez:

- Focused,
- Reliable,
- Diligent,
- You can trust him to do what he says,
- Professional and,
- Hard working.

Reference Notes

Roberto “Rob” Hernandez

Strengths: Diligence; follow through; loyalty.

Weaknesses: Laser focus, however he might step back if he were the manager.

Bill Durrence – former Alderman, City of Savannah, GA 912-247-8108

Mr. Durrence worked with Mr. Hernandez between 2016 and 2019. At the time, Mr. Durrence was in his first term as Alderman. Mr. Durrence was one of the Savannah City Councilmembers who hired Mr. Hernandez to be City Manager. Mr. Durrence was one of Mr. Hernandez’s directors.

Mr. Hernandez possessed an impressive and thorough understanding of the City. He had extensive knowledge from public works to finance. He was as open as possible with councilmembers. Even though working for nine directors made things complicated, Mr. Hernandez was exceptionally competent and provided numerous innovative ideas. He was good internally and developed good staff relationships. He accomplished tasks in a timely manner. He was highly skilled in running the City.

Mr. Hernandez offered many solutions to the City’s issues. He helped councilmembers understand the reason for the City’s problematic budget stresses. Although the City was a successful destination for tourism, very little of that money went to the City’s coffers. Certainly, some sales tax revenue came to the City, but most went to businesses involved with tourism. Mr. Hernandez clearly identified the City’s financial stress points.

As good as he was with finances, Mr. Hernandez struggled to maintain public posture as Savannah City Manager. First, he underappreciated the historical nature and character of the City that brought much community pride. Because historic landmarks and districts made the City different, many people expected solutions to be likewise unique. Local attitude often discouraged researching how other places solved similar problems. Mr. Hernandez’s approach to look at other cities’ solutions made people feel slighted. As such, he missed an opportunity to engage early and gain the public’s support. Second, he was generally more of a hands-on manager who seemed uncomfortable interacting in social management of a highly networked City. He was more comfortable rolling up his sleeves and working than being a public face for the City. Because he did not engage people to his side, he was less effective than he could have been.

Mr. Hernandez generally made good decisions. He also hired well for many top staff members, including the Fire Chief, Police Chief, and Human Resources Director. He often reached out to other senior staff when looking for personnel, and this collaborative approach was helpful. Some personnel he inherited were not highly qualified for their positions. At one point, Mr. Hernandez successfully moved senior personnel to fill vacancies. Prior to this major shuffle, staff members were scattered all over the City, causing much unnecessary work. He consolidated staff, thus making processes more efficient. Occasionally, Mr. Hernandez needed to be more disciplinary, but he eventually let a number of problematic people go. For example, he fired the Director of the Department of Revenue because she was simply unable to fix a particular issue, even after being given adequate time and resources.

Reference Notes

Roberto “Rob” Hernandez

Mr. Durrence is unaware of anything in Mr. Hernandez’s background or conduct that will concern a future employer. If given the opportunity, Mr. Durrence would rehire Mr. Hernandez. Being new to a large leadership position as Alderman, Mr. Durrence understands the learning curve Mr. Hernandez faced while being City Manager for the first time. Mr. Hernandez was a bright individual who experienced valuable lessons. He was a good Manager.

Words or phrases used to describe Rob Hernandez:

- Knowledgeable,
- Competent,
- Introvert,
- First rate manager,
- Innovative, and
- Open.

Strengths: Financial skills, extensive understanding of how to run a city, executive functioning.

Weaknesses: He did not fully appreciate the City of Savannah’s uniqueness and had a hard time connecting with the City’s people.

William “Bill” Hubbard – Chief Executive Officer, Savannah Area Chamber of Commerce, GA 912-657-9207

Mr. Hubbard and Mr. Hernandez interacted when Mr. Hernandez was the Savannah City Manager between 2016 and 2019. They have since messaged each other occasionally.

When Mr. Hernandez worked in the City, he communicated fairly regularly with Mr. Hubbard. Mr. Hernandez called and sent emails. He sometimes dropped by Mr. Hubbard’s office, and they typically saw each other weekly during city events.

Mr. Hernandez was a decent City Manager. Mr. Hernandez was a good, smart man. He was quite professional and thoughtful. He had good financial grounding. He built good staff around him and organized them well. He generally made good decisions. He also did a great job with reorganizing the city staff. At times, though, Mr. Hernandez made some poor staffing decisions. For example, he left an engineer in a developmental position a bit longer than others might have preferred. Additionally, he let go an assistant city manager by leaving a note on her chair. Although several elected officials asked him to let her go, this approach was unprofessional.

Mr. Hernandez faced difficulties integrating himself in the community. As a first time city manager, Mr. Hernandez was not accustomed to being one of the City’s key leaders. He wanted to ensure others did not accuse him of playing favorites. As such, he interacted with the philanthropic, nonprofit, church, and business communities on a purely business level. He experienced difficulty developing tough enough skin to deal with criticism. This weakness held him back and

Reference Notes

Roberto “Rob” Hernandez

undermined his ability to be effective. Despite his strengths as City Manager, his inability to fully participate in the community affected the public’s confidence in him. He needed to get to know these smaller communities better.

Mr. Hernandez was a good manager who oversaw processes behind a desk. He had great management skills and good knowledge of running a city. He thoroughly researched various solutions and made decisions effectively. For example, he led a team in providing a strategic plan in a fairly short time period. He worked with elected officials to agree to this plan.

Unfortunately, Mr. Hernandez had challenges working through the politics to implement the strategic plan. In one instance, Mr. Hernandez proposed a fire fee to help city finances. Around this time, the City had collected approximately \$10 million in revenue. While garnering public support for the fire fee, Mr. Hernandez was also especially transparent with this revenue. Because the public misunderstood how the revenue was not part of the City’s own earnings, people were particularly upset with the fee. Mr. Hernandez had admirable intentions to be transparent, but his timing cost him the fire fee concept.

Despite these challenges, he was always polite and diplomatic with people. Even when church groups angrily protested and wanted him fired, he kept going. He handled stress well for the most part and never showed a temper. Eventually, however, Mr. Hernandez and his wife left the City because they felt alone.

Mr. Hubbard is unaware of anything in Mr. Hernandez’s professional or personal conduct that will concern a future employer. Mr. Hernandez had been purely professional, honest, and transparent. Although Mr. Hubbard would not rehire Mr. Hernandez to be City Manager, Mr. Hubbard would consider Mr. Hernandez for an Assistant Manager position. Mr. Hernandez was strategic and smart. He would excel in the responsibilities expected of a Deputy Manager.

Words or phrases used to describe Rob Hernandez:

- Professional,
- Good guy,
- Quite thoughtful,
- Polite,
- Diplomatic, and
- Capable.

Strengths: Financial skills, building good staff.

Weaknesses: He was politically weak and often distant from constituents.

John Hearn – City Attorney, Coral Springs, FL 954-344-1011

Mr. Hearn has known Mr. Hernandez since 2011. In terms of job performance, Mr. Hernandez was very energetic and a go-getter. He really moved projects along and stayed on top of them. He was a change agent.

Reference Notes

Roberto “Rob” Hernandez

City Hall was in an office that was built by General Electric for selling homes. The City had been trying to build a City Hall since 1993. Mr. Hernandez really energized those involved, and the new City Hall was finally under construction.

Mr. Hernandez was always very involved in the community, and he attended community meetings. He had a very good relationship with the public. He was customer service oriented.

Mr. Hernandez led staff to fulfill the vision of the Board. Employees did not have much appetite for moving forward with the downtown development, which included the new City Hall. He took the bull by the horns and made a very detailed PowerPoint presentation showing all the issues that their current City Hall had. He demonstrated how having a vibrant downtown area would benefit the City and residents. He did a nice job leading the project.

Mr. Hearn was not directly involved with the budget and finances, but in the course of their conversations he came to believe that Mr. Hernandez had good financial skills. Mr. Hernandez completed tasks by the deadline given.

Mr. Hernandez had not been involved in anything personally or professionally controversial. He left Fulton County because his family wanted to return to Florida. When an opportunity opened up on Broward County, he embraced it. He moved forward when doing so made sense.

Mr. Hearn would hire Mr. Hernandez and had a positive experience working with him. Mr. Hernandez would be a good City or County Manager. The five Commissioners and City Manager in Coral Springs loved working with Mr. Hernandez.

Words or phrases used to describe Roberto Hernandez:

- Energetic,
- Outgoing,
- Positive,
- Change agent,
- Engaged, and
- Active.

Strengths: Energetic; very much wanted to make decisions; could shepherd a project from A to Z very well.

Weaknesses: People’s greatest strengths are often their greatest weaknesses. Because he moves projects along so well, Mr. Hearn had to slow him down a little and occasionally reminded Mr. Hernandez of a step that needed to be taken in the process.

Prepared by: Danielle Dayton and Lynelle Klein
Colin Baenziger & Associates

CB&A Internet Research

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

WLRN News HD1 (FL)
February 21, 2020

Fort Lauderdale Officials Respond to \$1.8 Million State Fine for Sewage Spills

Author: *Alexander Gonzalez & Tom Hudson*

Pipes in Fort Lauderdale keep breaking--it's been an almost daily reality for many people living and working in the city. More than 200 million gallons of sewage have spilled from busted pipes in Fort Lauderdale since December. The state responded to the sewer spills this week. The Florida Department of Environmental Protection fined the city almost two million dollars. That amount is based in part on how much sewage has spilled. On the South Florida Roundup, host Tom Hudson talked about the issue with WLRN's Broward County reporter Caitie Switalski and Fort Lauderdale's deputy city manager **Rob Hernandez**.

Here's an excerpt of their conversation: Tom Hudson: What are the funding options if the city has to pay the state this \$1.8 million fine or any fine for that matter?

Rob Hernandez: Well, if we have to pay the fine, it's either going to have to come out of the Water and Sewer fund or the city's general fund. And again, we believe that \$1.8 million will best serve our local residents and our taxpayers by being reinvested into some of these projects rather than just going in and being deposited into a general fund at the state level. We're not being critical of the state. We understand that they were in the position where they felt that they had to take some sort of action. But we're hopeful that we'll be able to work something out that is slightly different than just the fine.

Caitie Switalski: When it comes to the punitive nature of the fine, \$1.4 million of the \$1.8 million is civil penalties based on how much sewage and how many days the sewage spill went on. I know the city is in the middle of weaning off trying to take money out of those funds [general or Water and Sewer funds] to balance the regular budget. That was a practice leftover from the last city administration. But if the city has to pay part of this fine out of those funds again, have you heard from any residents about that?

Hernandez: No, we haven't heard from any residents. And certainly I don't think it's going to change the practice. The city commission has made it abundantly clear that we were going to transition away from transferring funds from the Water and Sewer fund into the general fund. The city commission that's currently in office directed the city manager to transition us over a four-year period. They have since directed us to accelerate that transition. And that's something, going into next fiscal year, that we're certainly looking at. If there's an opportunity to return those funds at midyear this year, that's something that our city manager is looking at. But I don't think that the fine is going to derail us from making progress. And using your word, "weaning" ourselves off of that budget transfer. We're under clear direction that the funds that are generated by the Water and Sewer fund are going to go back into the necessary improvements that need to be made. And certainly we've been working in that direction for the last couple of years and we will continue to do so.

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South Florida Sun Sentinel (FL)
July 23, 2019

Fort Lauderdale: Contractor Who Broke Water Main Wasn't Digging Where it told us

Author: *Larry Barszewski*

Fort Lauderdale never warned a contractor that a critical water line lay buried where workers planned to dig last week, a report shows, but city officials say that's because the contractor supplied the wrong address. The misinformation led to a failure that ultimately dried up the city's water supply and led to days of boil-water orders. Taps ran dry hours after the contractor drilled into the water supply line July 17. Countless businesses were forced to close, and more than 200,000 people were left without water to drink or shower. The contractor, Florida Communication Concepts, used a service called Sunshine 811 to find out whether there were underground utilities it had to watch out for while doing work for Florida Power & Light Co. The statewide utility service is authorized under Florida law and is the state's official resource for companies and individuals planning underground work.

The report shows Fort Lauderdale never told the contractor that the site in the back of 2525 NW 55th Court contained a 42-inch pipe that supplied raw water to the main water treatment plant. Instead, the city indicated that it didn't provide service there, according to the report from Sunshine 811. Deputy City Manager **Rob Hernandez** said the city's water line isn't on that property; it's 75 feet north. The digging was being done to the north and east of the requested location, he said. "It appears that where the contractor was digging is not where they indicated on the 811 ticket," **Hernandez** said. "Our investigation is still ongoing." The owner of Florida Communication Concepts, Tim Hicks, said he couldn't comment, and FPL has declined to answer reporters' questions.

Contractors contact Sunshine 811 to alert agencies about the work they plan to do and to find out whether there are pipes or underground facilities they need to avoid when digging. The service then alerts the utilities, which are supposed to inform the contractor whether they have lines in the area and mark them if they do. Florida Communication Concepts filed a ticket with Sunshine 811 on June 25 to install conduit in July for FPL near Fort Lauderdale Executive Airport, records show. Sunshine 811 notified Fort Lauderdale and nine other entities, based on maps they submitted to Sunshine 811 that indicated it was possible they could have equipment near the work site. Tamarac and Crown Castle Fiber responded that they had no facilities there. Oakland Park, Teco People's Gas of South Florida and CenturyLink said their lines were outside of the work site.

Others said they did have equipment in the area. Fort Lauderdale Executive Airport, Comcast Cable, AT&T and FPL indicated that they marked the locations of their lines for the contractor. Fort Lauderdale responded as well, but it used a code indicating that no city utilities were present at that excavation site. The code it used said "another company provides the services at this location." That code typically is used by utilities that do not have services at that exact location, according to Sunshine 811's online site. **Hernandez** said that's because the city doesn't have any water lines at the property address the contractor listed. He also said Florida Communication

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Concepts said on its Sunshine 811 form that it would not be doing boring, but that's how the city's pipe was pierced. Fort Lauderdale receives dozens of requests each day from Sunshine 811 for underground line information. Sunshine 811 sent the city 20,501 notices last year and 12,635 so far this year, the service reported. The requests go to the city's distribution and collections chief for its water and wastewater services. A city police report filed at the time the line was punctured said the company had used the line-locating service. However, it cited Florida Communication Concepts for not having a permit for the work, violating city codes. It issued the contractor a "Notice to Appear" citation. City officials said a date has not been set for a hearing. It's not clear whether a permit was needed. **Hernandez** said last week that FPL has a franchise agreement with the city that does not require the utility to get a permit every time it digs.

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Roberto Hernandez
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Post Gazette (PA)
July 19, 2019

Fort Lauderdale gets 'Temporary Relief' While Crews Repair a Water Main Break

Author: *Dakin Andone & Emanuella Grinberg*

Officials in Fort Lauderdale, Florida, said a temporary fix water has running again after a main break left an estimated 220,000 customers without service Thursday. Water is flowing below normal pressure and is expected to return to "near normal" sometime Thursday night, Mayor Dean Trantalis said in an evening news conference. A subcontractor repairing electric lines on Wednesday struck a pipe that supplies water to a treatment plant, cutting off the city's water supply. No major incidents were reported as a result of the outage, the mayor said. A partial patch was placed on the hole, increasing water pressure, Mr. Trantalis said. Those involved in the repairs are "confident" that the patch will provide "temporary relief" while crews work to redirect the water flow through a backup line and replace the broken pipe, he said.

The installation could take through the weekend, Mr. Trantalis said. While repairs are underway, a boil water advisory is in effect until and water distribution sites will stay open until at least Saturday, Mr. Trantalis said. With repairs underway, he said the city's focus will shift to investigating the cause and seeking compensation for not only the city but hotels, restaurants and other businesses impacted by the service outage. "This was not just a minor incident, this impacted many hundreds of thousands of hundreds of people," Mr. Trantalis said. "It was clearly haphazard," he said. "It's clearly something that we're going to seek retribution for."

What the city is doing to fix the pipe

On Wednesday, a subcontractor working near the city's Executive Airport for Florida Power & Light damaged a 42-inch city pipe that supplies water from wellfields to the Fiveash Water Treatment Plant, the mayor said. The service outage impacted the city and surrounding municipalities that receive water through the city, including Lauderdale-by-the-Sea, Oakland Park, Wilton Manors and sections of Davie and Tamarac. An estimated 220,000 customers were impacted, Deputy City Manager **Rob Hernandez**. Crews are now building a concrete bunker around the broken pipe to seal the break and protect the pipe, Mr. Trantalis said. The bunker should be completed by 10 p.m. ET and the Fiveash Water Treatment Plant should be back to full and normal operation, he said. The temporary fix will give crews time to redirect the water flow through a backup line, Mr. Trantalis said. Once the backup line is in place, a replacement pipe for the primary main will be installed, likely over the course of the weekend, the mayor said.

Cause of outage under investigation

Earlier Thursday, Mr. Trantalis said crews responded immediately, but as they were working, the damaged pipe collapsed, forcing the city to turn off the water flow. During Thursday night's news conference, he suggested the subcontractor bore the brunt of the blame for "something they should not have done." The subcontractor has been cited and an enforcement action has been launched, the mayor said, although he was unable to identify the specific citation. When initially asked if there was anything the city could have done better, the mayor responded "no," then

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added, "Yes -- we could have foreseen this but you can't foresee these types of things." Later in the press conference, the mayor maintained the incident an "accident" caused by "human error," but he also acknowledged that it put a spotlight on the city's redundancy systems.

Deputy City Manager **Rob Hernandez** said "difficulty" with at least one valve that was supposed to redirect water to the redundant system, leaving them unable to isolate the damaged section of pipe. "What [this] pointed out to us is that we need to pay more attention to our infrastructure needs and that we need to go back and make sure that these redundancies systems do work when they're supposed to work." Residents in need of bottled water can find it at the Beach Community Center on 33rd Avenue, Mills Pond Park on Northwest 9th Avenue and Riverland Park on Southwest 27th Avenue.

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SavannahNow

Posted May 26, 2019 at 8:18 PM Updated May 27, 2019 at 12:29 AM

Savannah's city manager out on medical leave

By DeAnn Komanecy and Eric Curl

Savannah City Manager **Rob Hernandez** is out on medical leave, with Patrick Monahan now serving as acting city manager. **Hernandez** tendered his resignation on April 12 with a last work day date of June 30. Whether **Hernandez's** medical leave will change when he leaves his post is not known. City spokesperson Ken Slats said no other details are currently available. Monahan, a former Chatham County assistant manager, was hired in April as a consultant to work with **Hernandez**, starting in May. Monahan retired from the county in 2013 and has said he would only take the interim position temporarily, but is willing to stay long enough after this fall's election for the new city council to hire the long-term manager next year. He will be paid \$20,000 a month for up to 12 months, under the agreement.

Hernandez's resignation came after news broke of his pending departure for a job as deputy city manager of Fort Lauderdale, Florida. **Hernandez** declined interview requests regarding his resignation, but said in a subsequent press release that he and his wife decided to go back to south Florida to help their siblings care for their elderly mothers. He indicated there was more to the decision than just family reasons, however, in correspondence obtained by the Savannah Morning News. **Hernandez** said he intended to stay away from city manager positions for a while after being asked about his plans by Lake Wales, Florida, City Manager Kenneth Fields. "The last three years here have been tough as a (city manager)," **Hernandez** said. He responded in a similar manner to an April 12 email from Chatham County Engineer Leon Davenport. "Tough town," **Hernandez** said. "Going back to Fort Lauderdale."

The city council hired **Hernandez** as city manager Sept. 1, 2016, with a \$238,000 salary and \$600 monthly vehicle allowance, as well as a \$7,000 annual 457 retirement plan. After his arrival, **Hernandez** led the city through a major restructuring and successful development of a strategic plan. The city has also experienced two years of budget surpluses after **Hernandez** had implemented a hiring freeze and budget cuts. His impact was praised by some of his executive team following word of his departure.

City Management Coordinator Joe Shearouse Jr. wrote in response to his resignation notice that he thought a lot about the accomplishments **Hernandez** had made in Savannah. "Your impact on people is extensive and much more influential than a project or initiative," Shearouse said. "Your openness and eagerness to provide us opportunities to grow and learn is lasting and far reaching." Special Projects Coordinator Daphne Williams said in an email that it may be a long time before they get someone else comparable. "Our team was on fire," Williams said.

Hernandez also experienced his share of criticism, which began shortly after his arrival when he proposed cuts, which were ultimately restored, to arts organizations and social programs. And he was widely panned by residents following the implementation of a fee for fire service. **Hernandez** had touted as a way to get all property owners — including those that are tax-exempt

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— to contribute to the rising costs of providing fire protection. Public indignation only grew when **Hernandez** presented the council with a spending plan for a budget surplus from 2017 of more than \$10 million about five months after the fee was adopted. The fee was ultimately repealed, but **Hernandez** later attributed some subsequent job searches to the widespread opposition he encountered following its implementation.

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Savannah Morning News (GA)
April 29, 2019

Savannah Could Get More Affordable Housing Under These Proposed City Programs

Author: *Eric Curl*

About 44 percent of Savannah families cannot afford quality housing, according to city officials. In other words, almost 24,000 local households are cost burdened because they spend 30 percent or more of their income on housing, said Housing and Neighborhood Services Director Martin Fretty. To address the issue, the city is considering some new affordable housing initiatives that were presented to the Savannah City Council during a workshop Thursday. The initiatives include a \$20 million investment to acquire, redevelop and sell 1,000 blighted properties over a 10-year period. The investment would provide more affordable housing, while also reducing the number of abandoned properties that cost the city an average about \$1,300 a year each in lost tax revenue and expenses related to police, fire and code enforcement services, Fretty said. The city is hoping to get \$10 million for the acquisition program included on the Special Purpose Local Option Sales Tax referendum going before voters this fall. The eventual sale of the properties would go back into a revolving fund and help drive down costs for future investments, Fretty said. "After a couple of years you ought to be able to recover, we think, 80 percent of what we invested in the properties to acquire them," he said. The city is expected to meet with Chatham County officials next month to discuss the SPLOST project list and determine Savannah's distribution share of the sales-tax revenue. Savannah affordable housing presentation by savannahnow.com on Scribd. Inclusionary zoning. The city is also contemplating the implementation of an inclusionary zoning policy, similar to one established in Atlanta last year. The policy would require developers of apartment projects to include a certain percentage of affordable units or pay a one-time fee into a city housing fund. In turn, the developer could select from a list of incentives that could allow for more units, reduced parking requirements and a streamlined permitting process. In Atlanta the program applies to areas where the city is experiencing the pressures of redevelopment, said Bridget Lidy, Savannah's director of planning and urban design. In Savannah, the Canal District, where the new arena is being built west of downtown, provides an opportunity for the program's launch, Lidy said. "It's ripe for this," she said. The proposal received general support from the council, although it is still early in the process. Lidy was encouraged to set up a meeting with Atlanta officials, who she said have expressed interest in helping Savannah establish their own initiative.

And City Manager **Rob Hernandez** said he thought the city would likely need to hire an outside consultant before they could develop an inclusionary zoning policy. "I think we need to bring in the resources from other communities that have gone through that process," **Hernandez** said. "We haven't and there is a lot of stakeholder involvement and a lot of legalities involved." In the meantime, the city has developed some proposed standards to reduce development costs and increase the amount of affordable housing, including the reduction of the minimum lot size and parking requirements in traditional neighborhoods. In addition, the city's proposed new zoning ordinance, NewZo, provides more flexibility for constructing accessory dwelling units, with no more than one bedroom, in some areas. City officials are planning for the new ordinance to be adopted in July after public hearings are held in June.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
April 13, 2019

Hernandez Formally Resigns Post

Author: *Savannah Morning News*

Savannah City Manager **Rob Hernandez** formally submitted his resignation letter Friday morning. "Such letters are never easy to write and I hope it conveys my appreciation to all of you and our great staff, especially those that sit around the table with me each Monday," **Hernandez** wrote in an email to the city council and city staff. "I know that I've made some mistakes along the way as I am far from perfect. Please know that I have always attempted to do what is in the best interest of the city in the long term, and endeavored to create a culture of fairness, professionalism, integrity, inclusion, diversity, opportunity and ingenuity. I'm fortunate to have been surrounded by a team of good people. I'm grateful to have known you. Together, we've gotten a lot done since October 11, 2016. I hope that I have served all of you well," he wrote. "Thank you for the opportunity to serve as your city manager."

Fort Lauderdale City Manager Chris Lagerbloom informed the Savannah Morning News on Thursday that **Hernandez** will be joining the city as deputy city manager later this summer. In a formal resignation letter addressed to the mayor and alderman, **Hernandez** touted the team's accomplishments, from upgrading the city's bond rating to launching the design of the new arena. "I have been honored with the privilege of serving as Savannah's eighth city manager since adoption of the council-manager form of government in 1951. I joined the City on the heels of Hurricane Matthew on October 11, 2016, and since then we've weathered literal and figurative storms and overcame numerous obstacles in providing exceptional municipal services," **Hernandez** wrote. "We accomplished much during this time while simultaneously creating an organizational spirit focused on one simple concept: Forward. Forward is a fanatical passion for momentum, progress and achievement. It is an obsession with what is possible rather than the status quo. It is the driver behind our biggest accomplishment - SAVANNAH FORWARD, our guide to strategic policy-making and investments through 2025."

Hernandez said in a press statement issued later that he and his wife decided to go back to south Florida to help their siblings care for their elderly mothers. His resignation is effective June 30. Savannah Mayor Eddie DeLoach has recommended that former assistant Chatham County Manager Pat Monahan serve as interim city manager, but he is awaiting support for that decision from the rest of the city council. A special meeting has been called for 6 p.m. Monday in the Media Room on the second floor of City Hall for the council to consider an interim city manager. The next city manager is not expected to be hired until after the new city council is sworn in next year following this fall's election.

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
January 9, 2019

Savannah City Manager Rob Hernandez: Government Leadership Backs Savannah Fire Department

Author: ***Rob Hernandez***

There has been much discussion in recent days about staffing levels within Savannah's Fire Department. I would like to take this opportunity to address misinformation circulating in social and regular media outlets.

First, what the city government has not done:

- We have not closed any fire stations.
- We have not laid off any fire personnel.
- We have not left any neighborhood in Savannah unprotected.
- We have not taken steps that will delay Savannah Fire's response time to an emergency.

What we have done is eliminate vacant positions in Savannah Fire over the past two years. To put those reductions in context, I would like to take you back to 2014. For the first time that year, Savannah Fire was granted an ISO Class 1 rating — an insurance classification that evaluates a community's fire operations and water infrastructure. Less than 1 percent of fire departments in the nation are rated Class 1. The following year, in 2015, Savannah received a three-year, \$3.5 million FEMA grant designed to increase staffing levels in Savannah Fire. We did just that. In 2015, we added 15 firefighter positions. In 2016, we added another 15 firefighter positions. And in 2017, we grew by 10 more firefighter positions. Add it all up and over a three-year period we added 40 new firefighters to our payroll — a 12.6 percent staffing increase. At 366 total positions, including 341 firefighters, this was the highest staffing level in Savannah Fire's history.

That grant ended in 2017, and with it we faced a difficult decision: Do we ask Savannah taxpayers to continue funding this increased staffing level, or do we make reductions? We were facing flat revenues that year, and direction from city council to continue making investments in the police department. To balance the 2018 budget, we eliminated 45 vacant positions across the city government organization, including 18 within Savannah Fire. Council directed that those cuts come from Engine 16/Marine 1 — a specialized unit that operates the fire boat and a backup pumper truck at fire department headquarters on Oglethorpe Avenue. That same budget authorized a permanent funding solution for fire operations: the fire fee. That fee was rejected over the summer, and during months of public discussion we heard repeatedly from property owners that they preferred a smaller fire department over paying a new fee to fund fire services.

We contracted with the University of Georgia Carl Vinson Institute of Government to analyze Savannah Fire operations and make recommendations on better use of resources. I expect those recommendations within the month, but preliminary discussions with the report authors identified options for increased efficiency and reducing costs. The 2019 budget was balanced with the elimination of another 15 vacant positions. The UGA recommendations will drive where

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those reductions are made. It is important to note that even with the elimination of these 33 vacancies over the past two years, Savannah still has seven more firefighter positions today than we did in 2014, when we received our ISO-1 rating. And we are still well-staffed compared with communities our size; Charleston, for instance, has one fewer firefighter position than Savannah, and 24 percent more territory to cover.

As a resident or business owner in this city, you are served not just by the fire station located in your neighborhood, but a fire protection system consisting of 15 stations and 22 emergency response vehicles. The city government also maintains agreements with our adjacent cities, which provide us access to more than 20 other fire stations, firefighters, and equipment should they be needed in the unlikely event all of our resources are unavailable. No area of the city will ever be left without a response to a fire. We are fortunate to have one of the best fire departments in the nation. Savannah Fire will continue to be, even with these adjustments.

Rob Hernandez is Savannah's city government manager.

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WTOC 11

April 9, 2019 at 11:21 PM EDT - Updated April 11 at 10:36 AM

City of Fort Lauderdale extends offer to Savannah city manager

By Sean Evans

SAVANNAH, GA (WTOC) - Several sources have confirmed that Savannah City Manager **Rob Hernandez** is leaving his job. "The city is losing a very smart and talented individual," Savannah Alderman John Hall said. "I wish Mr. **Hernandez** the best wherever he goes. Our loss is another city's gain." **Hernandez** said that he has not officially tendered his resignation or discussed this with all of city council as a group. He said he will not release a statement until he felt it was the appropriate time. We've reached out to the mayor's office and the city spokesperson for comment.

Hernandez came to Savannah from Broward County, FL in 2016. "He inherited a virtual mess. Remember, he came in in the middle of a hurricane. The first hurricane we'd had in what, 27 years," said District 4 Alderman, Julian Miller. In addition to dealing with the aftermath of Hurricane Matthew, **Hernandez** was tasked with completing a budget and coming up with a blueprint that would carry Savannah years into the future. "He has come up with the city's first strategic plan and gotten it going. He has refined our logo so we have the same logo everywhere. There's an awful lot he has done, most of which the public will never see," Alderman Miller said. Several things spear-headed by **Hernandez** have been very public, like re-establishing a Savannah Police Department after the de-merger with the county, the search for a new police chief, and the fire fee proposal.

Less than a year after the fire fee proposal was dropped by city council after public backlash, **Hernandez** referenced it in a moment of levity during his speech at a firefighter award ceremony Wednesday afternoon. "Believe it or not, the city actually imposed a fire fee way back in the early 1800's to provide fire protection services to all property owners of the city. I wish I would've known that a year-and-a-half ago. That could have helped us sell what we were trying to do a little easier to those that were opposed to what we were trying to do," he said.

If **Hernandez** is in fact out the door like sources tell us, city leaders know they need a similar leader to take the helm. "When you run a city, there are so many moving wheels and so many gears going in different directions. There's always going to be hundreds of things that have to be addressed. That's why it's going to take someone who really knows what they're doing to pick up the mantle and go forward," Miller said.

Hernandez's previous attempts to change jobs have been publicized. In August of 2018, it was announced that **Hernandez** did not get a county administrator position in Pinellas County, FL. The city of Savannah confirmed he was a finalist for the position. **Hernandez** was also on the shortlist for a city manager position in Brownsville, TX. At the time, **Hernandez** said he wasn't sure if the Savannah community wanted to work with him. "Criticism of government is healthy and important, and comes with the territory," he said in a statement in August of 2018. "I don't take it personally, even if some of the attacks on me have been very personal. What I do want is

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to work in a community that wants to work with me. I am not sure that is currently the case. Amid a sustained level of criticism and uncertainty, I have considered opportunities outside Savannah. While I have no desire to leave, I did feel it was a prudent move for me and my family.” **Hernandez** was a key architect of a proposed fire fee in Savannah that drew the ire of many in the city. The city council withdrew the fee from consideration after a tortured fine-tuning process. The mayor proposed to halve the fee weeks before it was withdrawn.

Chaz Adams with the city’s strategic communications office says **Hernandez** has received an offer as Deputy City Manager for the City of Fort Lauderdale Florida. “The City of Fort Lauderdale has extended an offer to Roberto “Rob” **Hernandez** for the position of Deputy City Manager. The offer is contingent upon approval from the Fort Lauderdale City Commission. The commission plans to consider the item at their next meeting, which will take place on Tuesday, April 16,” Adams said. City council will hold its regularly scheduled meeting on Thursday. We’ll be following this closely to see if anything is announced regarding a resignation, as well as what’s next if the Savannah city manager position becomes vacant.

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
December 20, 2018

Savannah City Council Oks \$1M Fire Station Sale Despite Buyer's History of Code Violations

Author: *Eric Curl*

The Savannah City Council on Thursday approved the sale of a former fire station, despite the buyer's history of being cited for code and maintenance violations at multiple properties throughout downtown. The \$1.05 million sale to Inman Park Properties came after three proposals were submitted to the city and evaluated by a five-person staff committee. Inman received the highest score after proposing to preserve and restore the 72-year-old building at 6 W. Henry St. for use as a cafe and office space. Rajesh Patel had proposed paying \$525,000 for the property, while Lynch Associates Architects offered \$455,000. The sale was quickly approved without discussion by the city council, with the exception of Alderman Bill Durrence, who had stepped out of the chambers to speak with someone who was leaving.

Durrence, who represents the area where the building is located, said he probably would have voted for the sale also. It was his understanding that most of the property maintenance issues have been addressed and he was hoping to see something done with the building, Durrence said. "The bottom line for me is that it didn't matter how I voted because the majority of council made up their mind that for that price point, they were going to sell it," he said. Inman's proposal is expected to activate the "somewhat stagnant" block and generate 75 full-time jobs in the neighborhood, according to the developer's proposal. Inman reported that construction was expected to begin 120 days after closing and take one year to complete.

Staff had delayed consideration of the sale in October following inquiries from the Savannah Morning News into the buyer's past code and property maintenance issues. From 2012 through 2016, the city instigated 16 Chatham County Recorder's Court cases against Inman's owner, Jeff Notrica, for 14 downtown properties. Charges related to overgrown vegetation, maintaining a clean and sanitary property, safety, defacement of property, accumulation of garbage, and an unsafe building. The pending sale comes after the approved sale this year of multiple downtown city properties. City Manager **Rob Hernandez** has touted the sales as a way to return outdated properties to the tax rolls and raise revenue for the construction of a new municipal center west of the Historic District, where the city is building a new arena.

However, **Hernandez** said during an interview Tuesday that the sales revenue may instead go toward construction of the arena. The amount of current voter-approved Special Purpose Local Option Sales Tax is expected to raise \$120 million, while about \$22 million was raised during previous tax periods. Still, the city expects to need an additional \$20 million to \$40 million to cover the estimated \$140 million to \$160 million costs of the arena's construction, as well as relocating public works from the arena site and building a new complex for that department, **Hernandez** said. The city does not plan on adding the arena to the next SPLOST referendum going before voters this fall, he said.

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Roberto Hernandez
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Savannah Morning News (GA)
November 16, 2018

Savannah Proposing Slight Property Tax Cut, Employee Wage Hike

Author: *Eric Curl*

The owner of a home valued at \$100,000 will save about \$8 a year under a proposal to reduce the property tax rate in 2019, according to city estimates. The reduction from 13.40 mills to 13.20 mills was requested by the Savannah City Council on Friday, the second day of a two-day budget retreat, after staff had initially proposed retaining the existing rate. Alderman Brian Foster advocated for the reduction to provide some relief to taxpayers after the rate was increased from 12.48 mills this year following the elimination of the widely opposed fire fee. "It's a start," Foster said. The council also directed staff to incorporate a 3.5 percent wage increase for employees next year. The proposed increase was agreed to as a compromise after Alderman Van Johnson had initially sought to bump staff's recommended 3 percent wage increase to 4 percent. "The fight for the best and the brightest is real and people ultimately go where they will be paid," Johnson said.

To maintain a balanced budget, while accommodating the council's wishes, staff said they increased their "conservative" projections for property tax revenue growth next year from 3 percent to 4 percent. In addition, staff plans to cut another \$1 million from the proposed budget to cover the remaining costs, said City Manager **Rob Hernandez**. The 2019 budget is expected to be presented to the city council for adoption next month. Since **Hernandez** arrived in late 2016, he has touted the need to address what he described as a structural imbalance resulting from expenses exceeding revenue. The fire fee adopted this year was an attempt to address that imbalance, but the council voted to repeal that new revenue source after facing widespread opposition from property owners.

Hernandez said he believes the city has made progress, but noted the concerns raised by the council during the retreat that funding was lacking for infrastructure and service improvements. "We're still imbalanced in that this budget is not able to adequately address those needs," he said. "We are addressing them, but the need really outstrips our ability to fund them." The next Special Purpose Local Option Sales Tax, which goes before voters next fall, has been touted by the council and staff as a way to fund needed infrastructure improvements, but **Hernandez** said the city cannot rely on the tax to resolve the issue. The city will also be looking at more models to fund municipal services, including a potential stormwater fee to cover the cost of drainage projects, **Hernandez** said. In July 2017, the city council unanimously approved a \$49,651 contract with Atlanta-based Stantec Consulting Services to study the feasibility of such a fee and how it would be implemented, but the study's findings have never been presented. "We continue to look at that and we will be bringing that back to City Council at the appropriate time," **Hernandez** said.

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
August 31, 2018

\$3.9M Mistake Mucks Up Arena Contract

Author: *Eric Curl*

The Savannah City Council on Thursday delayed by two weeks consideration of an \$11.2 million contract with AECOM Hunt to manage the construction of the new \$140 million arena, after learning the contract amount is actually about \$3.9 million more than city staff had initially reported. The vote for the delay came after staff explained during the morning workshop that a misreading of the fee proposal had led staff to initially report that the contract was \$7.3 million - the amount that was on the meeting agenda until Wednesday. The originally reported amount should have been a red flag since it was so much lower than the amounts submitted by the other two finalists for the contract, said Alderman Bill Durrence. Turner Construction had proposed serving as construction manager at a cost of about \$13.6 million, while JE Dunn's proposed cost amounted to almost \$12.7 million. "I'm very nervous," Durrence said. "I never spent \$140 million before." Pete Shonka, executive director of arena development, said that AECOM Hunt still had the lowest price and highest evaluation score after the error was corrected.

City Manager **Rob Hernandez** also said he felt confident in moving forward with the recommended contractor after determining the company had followed the process correctly, while acknowledging the error should not have occurred in the first place. "That reflects poorly on me and I apologize," **Hernandez** said. "We will double down to prevent circumstances like this in the future." Council members said they wanted more time to see how the error occurred before taking a vote. "The severity of it should not be lost," said Alderman Julian Miller. "We are going to be doing an awful lot of contracts and we need to have confidence on that." Walter Murphy, vice president at JE Dunn, had also spoken out against the contract being awarded to AECOM during the meeting and had informed the council that he had notified the city manager of the issue. "We were told it was a scrivener's error," Murphy said "I don't think so. I think the bid was non-responsive."

In other council news, city council approved the \$14 million sale of two downtown buildings. Mayor Eddie DeLoach joined Aldermen Carol Bell, Durrence, Brian Foster, John Hall and Miller in approving the sale of the historic Gamble Building next to City Hall for \$8.5 million, while Aldermen Van Johnson, Estella Shabazz and Tony Thomas cast the opposing votes. The buyer, Foram Development, plans to convert the building into a condo complex with rooftop gardens. Staff had recommended the sale as a way to rid itself of a building that requires extensive repairs and generate ongoing revenue by putting it back on the tax rolls. But Thomas said he disagreed with staff's assertion that the historic building was not adequate for city use. "I'm a little bit more of a sentimentalist," he said. "I believe the city is giving up its imprint on the riverfront."

The vote was similarly split with the council's approval of the sale of the former Catholic Diocese building at East Broad and Liberty streets for \$5.9 million to Standard Companies, which plans to develop the property as an apartment complex with commercial space. Johnson

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Roberto Hernandez
(Articles are in reverse chronological order)

said he was afraid residents were being priced out of living in the city. "This was in my mind a wonderful opportunity to provide affordable and workforce housing for people to live downtown," he said. The approved sales come two weeks after the city council's vote to sell the Broughton Municipal Building to Columbia Ventures for \$4.5 million. The buyer intends to convert the mid-century building into a hotel with retail on the ground level. And in April 2017 the council approved the \$5 million sale of a 1.2 acre lot on Oglethorpe Avenue, where a developer plans to construct a mixed-use residential complex.

Hernandez said the funding from the sales is being invested into a reserve account for a modern municipal center he is considering building west of downtown near the arena to consolidate city departments. The total costs of that project, which would include a public safety complex, have not been determined, **Hernandez** said. "We still have a lot of work to do on that," he said. "We still have to flesh that concept out with city council." In the meantime, the city has been relocating staff into 36,538 square feet of leased office space on Chatham Parkway at an annual cost of about \$785,000.

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Roberto Hernandez
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Savannah Morning News (GA)
July 11, 2018

City: Funding Problems not Over
Savannah May be Facing Tough Budget Process for 2019, Hernandez Warns
Author: *Eric Curl*

The recent repeal of the controversial fire fee may have been welcomed by property owners concerned about the additional expense, but city officials are not breathing easy as they look toward Savannah's financial future. With the elimination of the dedicated fee, which would have freed up millions in general funds, the city may be facing a difficult budget process for 2019, according to City Manager **Rob Hernandez**. **Hernandez** warned the Savannah City Council last week that their plan to increase the property tax rate by 0.92 mills, or 7.4 percent, will not resolve long-standing financial challenges that the fee was meant to help address. Almost a third of city parcels pay little or no property taxes due to being exempt or having low value, and tax digest growth has not kept pace with expenses, **Hernandez** said. "I don't want anyone leaving here today with a rosy picture of 2019's budget process," he said. "We are structurally imbalanced."

The mayor and aldermen are expected to adopt the tax increase on July 19 to restore almost \$10 million of the \$16.5 million in revenue lost with the elimination of the fire fee. The city also implemented a hiring freeze and cut expenses, including \$1 million Mayor Eddie DeLoach had sought for an early childhood learning center being planned by the Savannah-Chatham School Board. With the proposed tax increase, the city will be able to preserve funding for some priorities that included software upgrades, enhanced right of way maintenance, Waters Avenue streetscape improvements, increased city reserves, and the Savannah Shines neighborhood revitalization initiative that has already begun in Edgemere/Sackville, said Alderman Julian Miller. "I'm not sure if everyone understands how deplorable the city's computer system is," Miller said. "We're still running programs that most people have abandoned 20 years ago."

Alderman Brian Foster said the city will also maintain the full staffing levels of the police department after adding more than 120 officers to patrol the city following the department's split with Chatham County in February. "We are fully staffed and have been for a while in the first time in over a decade," Foster said. "That's what the public asked for and we have successfully done that." Savannah's property tax rate has been decreased or remained the same every year since 1994, aside from a six-month half-mill increase in 2010 that was dropped back to the previous rate the following year. The current rate of 12.48 mills has been in place since 2013. For the owner of a home with a fair market value of \$150,000, the proposed increase amounts to \$55.20 annually or \$4.60 per month.

Alderman Tony Thomas said that every effort would be made to reduce the rate in 2019, but **Hernandez** responded by casting doubt on that scenario. "I don't know at this point in time because it's still too early in the process for FY19 to determine, in fact, whether we are going to have a smooth budget process or we're going to have a rocky budget process like we've had the last couple years," **Hernandez** said. "So please do not leave here today thinking that budget

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Roberto Hernandez
(Articles are in reverse chronological order)

process for FY19 is going to be a smooth one because I can't guarantee that." Savannah Alderman Van Johnson suggested that the city meet with residents before the budgeting process begins to reconcile what they want and what the city can afford. "We have a region that takes advantage of many of the services that we provide that they do not pay for," Johnson said. "So I think part of this discussion is educating individuals that we can give everybody what they want, but there is a cost to it." **Hernandez** said that the city's budget director, Melissa Carter, has already proposed holding several citizen engagement panels to walk residents through the budget process, "allowing them to see how difficult it is to put together a \$400 million budget for an enterprise the size of the city of Savannah." The council will hold two additional hearings at 9:45 a.m. and 2 p.m. July 19 before making a final vote on the tax rate increase.

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
June 8, 2018

City to Consider \$11M in Cuts
Council Approves Adding Sunday ‘Brunch Bill’ to November Ballot
Author: *Eric Curl*

With less than six months left to go, City Manager **Rob Hernandez** has been charged with cutting more than \$11 million from this year's budget. On Thursday, the Savannah City Council directed **Hernandez** to figure out over the next week what cuts can be made to make up for the anticipated loss in revenue, as the mayor and aldermen prepare to reduce the controversial fire fee by more than half in the face of widespread opposition. "We're just asking the city manager to go back and modify the numbers and bring us something forward that people can feel better about," said Mayor Eddie DeLoach. As proposed by the council, a property tax increase is not an option and the city would retain the one mill tax rate decrease that was approved in conjunction with the fire fee as part of the 2018 budget. The council's vote came after DeLoach announced on Wednesday a proposal to reduce the fee by 53 percent, which would bring the fee to \$120 for residential properties. The city is also offering discounts of up to 20 percent until June 15, which would bring the total to \$96. Mayor Pro Tem Carol Bell also suggested that **Hernandez** present an alternative option to cover the costs of eliminating the fire fee entirely. "As a council, let us determine if that's the way we want to go," Bell said. Previous attempts last month by Aldermen Van Johnson, Estella Shabazz and Tony Thomas to repeal or lower the fee were voted down by the remaining members of the city council during deliberations on how to spend \$10 million surplus from last year. On Thursday, Thomas said he was staunchly opposed to the fire fee, but was concerned the council was being unfair to **Hernandez** by not making the \$11 million reduction request when the surplus was presented. "I don't know if the city manager has truly analyzed that plan to see if he could reach that number," Thomas said. "And I don't know either what other options are completely out there." The surplus spending plan, which left the full fire fee intact, included funding to pay off the purchase of the Coastal Empire Fair site; complete the Cultural Arts Center; install computer security upgrades following a malware attack; fund a staff compensation study; and assist the Savannah-Chatham School Board in establishing an early learning center touted by DeLoach as an anti-poverty initiative.

Hernandez said Thursday he did not recommend using the surplus funds to make up fire fee cuts because the savings and unexpected revenue from 2017 were going toward one-time expenses and that the fire fee was meant to free up general funds for ongoing operational costs. "It would come back to bite us at some point in the future," he said. The proposed budget cuts are expected to be presented for the council's consideration during a budget workshop June 18. The tax rate has to be formally adopted by the end of the month and the council is expected to vote on the revised budget at their meeting June 21. Prior to the regular meeting, the council got a briefing on a hardship program the city is developing for low-income property owners who are unable to afford the fee. The city is now seeking a nonprofit social service provider to administer the program so applicants can also have an opportunity to get assistance with additional needs, said Tafanye Young, Chief Community Services Officer. "We're hoping that people will take advantage of this and see rewards beyond just the fire fee being waived," Young said.

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
April 12, 2018

The Sense in the City's Spare Cents

Author: *Eric Curl*

Savannah had a better year, financially, than expected, according to city officials. Now, the city is planning on providing \$2 million in funding needed to complete the new Cultural Arts Center, paying for security upgrades following a recent computer malware attack, and covering the full costs of a 3-percent performance-based pay increases for employees, after recently closing out the 2017 budget with a \$10 million surplus. The surplus stemmed from a combination of about \$5.2 million in revenue coming in higher than anticipated, in addition to expenses coming in about \$4.7 million below budgeted amounts after the city implemented a hiring freeze last year, said City Manager **Rob Hernandez**.

Most of the growth was from elastic revenues, such as lodging and sales taxes, that expand and contract with strength of economy, **Hernandez** said. "We have a general idea how the economy is going to perform but it's a guess and science at the same time," he said. "So in 2018 our budgeting numbers are a bit more optimistic than they were when we put together the '17 budget, but something could happen tomorrow." The funding plan going before the Savannah City Council Thursday will also increase reserve funds, pay a debt owed for purchasing the Coastal Empire Fairgrounds site, and cover costs associated with converting a section of Montgomery Street for two-way traffic. In addition, staff is recommending that the revenue go towards staff relocation costs related to the planned sale of two downtown buildings and a compensation study to address pay inequities.

"We also did a reorganization this year and created new job titles," **Hernandez** said. "We think we slotted them in the right place, but it's time that we do a real in-depth review of our pay and compensation practices." Almost 100 positions were eliminated as part of the reorganization, with about 40 of them vacant, but dozens of new positions were added and impacted employees were given the opportunity to apply for the jobs. Seven employees ended up not being placed either because there was nothing available or they did not accept the position offered, according to city officials. And after the city council voted to add 24 new positions to the police department this year, there ended up being a total net reduction of one position.

Hernandez said the surplus does not negate the need for the city's new fire services fee, which was implemented to correct a structural imbalance the city has faced for years. "If we didn't have the hiring freeze and agencies spent every dime we got budgeted, we would have only \$5.2 million in extra revenue," he said. "The fire fee provides us an opportunity to take \$21 million of pressure off of the general fund." The city council recently approved an ordinance that offers up to a 20 percent discount on the fee for installing safety equipment, developing emergency plans and participating in fire training programs. Property have between April 15 and June 1 to apply for the reduction before bills are sent out in the fall.

Meanwhile, the city also plans to spend about \$500,000 on new technology and services to boost

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Roberto Hernandez
(Articles are in reverse chronological order)

security measures after a malware attack discovered in February impacted some city services. The malware appears to have been eliminated, but the city is still not accepting email attachments as a precaution, said city spokesperson Michelle Gavin. "We think that we've gotten it," Gavin said. "We've taken all the measures to wipe computers and have taken some extreme measures, but it's an ongoing thing."

Proposed surplus expenditures

Transfer to Reserves/General Fund Balance: \$2.5 million

Performance-based 1-percent employee pay increase: \$600,000

Cultural Arts Center Overrun: \$2 million

Montgomery Street redirection project: \$1 million

MPO agreement amendment: \$200,000

Revenue dept. relocation: \$500,000

Fairgrounds - Pay off Debt Service: \$1.4 million

IT/Malware Equipment Recovery: \$500,000

Relocation Contingency: \$100,000

Compensation study: \$300,000

Facility repairs and improvements: \$800,000

Rental of backhoe - Cemeteries: \$100,000

Total: \$10 million

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
February 18, 2018

Savannah Restructures Government Operations
Officials Tout Plan as Way to Make City Operations More Efficient
Author: *Eric Curl*

New titles and responsibilities, along with salary increases in some cases, have been issued to a number of Savannah's department heads and top administrators as part of a government reorganization implemented by City Manager **Rob Hernandez**. Touted as a way to make city operations more efficient and achieve the Savannah City Council's priorities in a recently adopted strategic plan, new departments and positions have also been created, while others have been eliminated or modified. The restructuring consolidates two assistant city manager positions, one deputy to the assistant city manager position and five bureau chief positions into three executive officers. The employees selected for the new positions have the experience and personality to lead and get things done, **Hernandez** said. "That's what differentiates managers from leaders," he said. "I need leaders more than I need managers."

Paying for quality

Marty Johnston, formerly a deputy assistant to the city manager, was selected to fill the chief operating officer position, charged with asset management, customer service, special events coordination and oversight of the financial and internal service functions of the city. The move bumps her salary up from \$125,827 to \$148,000. Heath Lloyd was selected as Chief Infrastructure and Development Officer, after previously working as the public works and water resources operations director. Lloyd's responsibilities include ensuring the safety of the city's infrastructure, producing safe drinking water, protecting buildings and streets from flooding, and improving the development process. Lloyd's new salary amounts to \$148,000, up from his previous salary of \$109,414. Taffanye Young was hired as the city's Chief Community Services Officer after previously serving as the Community and Economic Development Bureau chief. Young is charged with unifying initiatives and programs focused on improving the lives of residents and providing them with clean, safe neighborhoods and access to quality housing, recreational facilities, leisure opportunities and supportive services. Her salary increased from \$132,282 to \$148,000.

The city's former budget director, Melissa Carter, also received a pay increase from \$89,400 to \$115,000 after being promoted to head the new Office of Management and Budget, which is responsible for preparing the city's yearly and long-term fiscal plans, as well as taking on an expanded role in grants development. And David Keating, who previously worked as a real property director, had his salary increased from \$84,025 to \$90,327 after being put in charge of a revamped Real Estate Services Department that now oversees property acquisitions, facilities maintenance, cemeteries, and the Civic Center. Pay was only increased for employees who have taken on additional responsibilities so that they are being fairly compensated, **Hernandez** said. "We want to keep the good ones," he said. "And also we have key positions we have to fill and we need to be able to compete and attract a quality workforce." Cutting grass and dysfunction After years of complaints about property maintenance issues and delays in completing planned

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projects, departments that never talked to one another were merged and new offices were launched as a way to eliminate government bureaucracy and improve focus, according to officials. To improve property maintenance, quality of life and tourism impacts, a new Code Compliance department was created. Previously, code-related activities were handled by multiple departments, prompting situations in which a property maintenance enforcement officer could not handle a zoning violation, or vice versa. In addition, property maintenance was only citing code violations on residential properties and letting violations on commercial properties go or referring them to the building department, **Hernandez** said. "So we said time out ... we're bringing all that in house," he said. "We're going to do cross-training and we're going to have commonality in how our code enforcement is handled and prosecuted."

Kevin Milton, a new employee with the city, has been hired as director of the department, with a salary of \$115,000. Former Property Maintenance Director Kimberly Corbin is now working as Code Compliance Assistant Director, with her salary remaining at \$80,368. Similar issues led to the consolidation of the city's landscape maintenance functions, including squares and monuments, into a new Greenscapes department. Prior to the consolidation, **Hernandez** said one team would cut an overgrown lot and then a different unit would come back a week later and cut the adjacent canal bank. And in some cases, **Hernandez** said, small equipment such as weed wackers would not be brought in until days after the larger mowers had cut down some city right-of-way. Now, work areas have been divided into grids that are maintained by regional teams responsible for basically anything that grows, **Hernandez** said. "They work a grid and don't leave that grid until everything is finished," he said.

Former Park & Tree Director Gordon Denney now heads the new department. His salary remains \$80,368. The reorganization also included the formation of the Capital Projects Management office, which **Hernandez** said put five full-time positions in charge of overseeing \$726 million in budgeted projects. That move was praised by Alderman Julian Miller recently when the council was given an update on the projects being funded by the voter-approved special purpose local option sales tax. Often-repeated concerns were raised about the time it has taken to complete some projects, and Miller noted that the department was created to address the issue. "This is one of those things going on behind the scenes that the public won't see that is really going to make a big difference," Miller said.

Staffing impacts

The restructuring came after the city imposed a hiring freeze upon **Hernandez's** arrival in October 2016, and at his direction only critical positions were filled for more than a year in anticipation of the changes. Almost 100 positions ended up being eliminated as part of the process, with about 40 of those vacant. Dozens of new positions were added, however, and impacted employees were given the opportunity to apply for those jobs. "In certain instances we were very lean in operations, and I think that was hurting us," **Hernandez** said. Seven employees ended up not being placed either because there was nothing available or they did not accept the position offered, according to city officials. And after the city council voted to add 24 new positions to the police department this year, there ended up being a total net reduction of one position, **Hernandez** said.

Not all employees' pay went up after getting a new position. One former assistant city manager,

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Peter Shonka, ended up having his pay reduced by \$15,624 to \$140,619 after he became head of a new arena development district office - the office focused exclusively on developing the new arena and stimulating private and public investment in the surrounding redevelopment area. Such pay reductions were unfortunate, but in some cases could not be avoided, **Hernandez** said. "There may have been several, although not widespread, due to reduction in responsibilities," he said. A number of other staffers retained the same salary, while taking on new roles. Bridget Lidy, former Tourism and Ambassadorship director, was hired as the new Planning and Urban Design director after her department was eliminated. Her salary remains \$85,703.

And Bret Bell, newly titled assistant to the city manager rather than deputy assistant, is now charged with handling legislative priorities, preparing the council's agenda, and working to ensure residents' concerns brought to the attention of aldermen are addressed. His salary remains \$107,205. In addition, former Economic Development Department Director Manuel Dominguez's salary of \$80,368 was left unchanged after he became head of what is now the Office of Business Opportunity, which is responsible for administering and coordinating the city's economic and small business development program. After being delayed for about two months as they attempted to find suitable jobs for all of the impacted employees, the reorganization became effective Feb. 1, said **Hernandez**, whose salary remains \$238,000. "One thing I want to stress to folks is patience," he said. "We just put this new organizational alignment into play."

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Roberto Hernandez
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Savannah Morning News (GA)
December 30, 2017

City Manager Talks ‘Funkification,’ Ferris Wheels in Savannah
Opinions Expressed on Preserving Historic Structures Modernizing Others
Author: *Eric Curl*

A modern looking arena could be in play, but a proposed Ferris wheel on River Street is out of bounds. City Manager **Rob Hernandez** recently shared his thoughts on architecture, historic preservation and development in Savannah, as the guest speaker at the Historic District Board of Review's recent retreat. During the hour-long discussion earlier this month, **Hernandez** also took time to describe one of his architectural "pet peeves." "I hate red brick," **Hernandez** said. "We seem to have this tremendous love affair with red brick." He said he would like the new arena the city plans to build west of the Historic District to have a more modern look, perhaps with stainless steel and glass, while still paying homage to history. "But it doesn't have to be rooted in red brick," he said.

The arena site is outside the board's jurisdiction, but Chairman Stephen Merriman Jr. later said he is not necessarily opposed to a more modern looking building being built at the site. "I would be more opposed to build an arena that appears like it was built in the 1850s," Merriman said. "It gives a false sense of history." **Hernandez** also made it clear that he believes City Hall is no longer an efficient place for himself and other city staffers to work or for the Savannah City Council to hold their meetings. He talked about his plan to build a modern municipal complex in order to consolidate the city's workforce, while possibly converting City Hall into a "working museum" where the mayor and aldermen could have offices. "We're going to preserve City Hall," **Hernandez** said. "We have to preserve it, but the day-to-day stuff can go somewhere else." The 111-year-old building is in serious need of repairs, and funds for the structure's restoration will need to be raised, possibly by including the project in the 2019 special purpose local option sales tax referendum, he said.

Hernandez got some pushback from board members when he said he was considering replacing City Hall's deteriorating wooden windows with modern faux-wood frames to make them more efficient and hurricane-resistant. Board members were concerned the move would ruin the building's historic integrity and lead to private developers also wanting to bypass ordinance requirements. They suggested the city install exterior wood windows with interior storm windows to achieve the results he is seeking. Otherwise, the historic protections in place would crumble, Merriman said. "That's one of the biggest things Savannah has going for it, is our ordinance," he said. There are some buildings that seem ripe for "funkification," such as the old East Side Theater on the corner of East Broad and East Gwinnett streets, **Hernandez** said.

The historic theater with the words "Hungry World" across the old marquee has sat vacant for decades. "Not to be disrespectful of its character, but you can do cool things with it," **Hernandez** said. "That building has a lot of potential." In a similar vein, he would like to "funkify" Martin Luther King Jr. Boulevard around the Interstate 16 flyover, which he considers an eyesore. There have been plans proposed to demolish the ramp into downtown, but **Hernandez** said he does not

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see the structure going anywhere anytime soon. But the city is too busy trying to put out daily fires and has little time to be creative, **Hernandez** said. "You're the folks that need to come up with those ideas and we'll support it when we can," he said. **Hernandez** also made it clear that some proposals will not fly as the city tries to balance the demands of tourism with preservation efforts and residential needs. Board members thanked him after **Hernandez** said he and the city council recently rejected a request to install a Ferris wheel on River Street.

The 137-foot-tall observation wheel would have been installed on a city parking lot along the water between the Abercorn and Lincoln street ramps at an initial rate of \$17,000 a month, under the lease agreement proposed by Missouri-based SkyStar Wheel. "When I looked at that request, I said no way," **Hernandez** said. **Hernandez**, who previously worked as the deputy county administrator of Broward County, Fla., became Savannah's city manager in October 2016.

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Roberto Hernandez
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Savannah Morning News (GA)
December 1, 2017

City Considers Budget Cuts, Fees to Cover its Shortfall
Hernandez: \$187 Million Proposal a Starting Point

Author: *Eric Curl*

Savannah staffers are proposing a variety of revenue generating options and expense cuts for the 2018 budget to determine whether the Savannah City Council wants to implement service enhancements or reductions in the face of projected funding shortfalls. The preliminary spending plan presented during the first day of a two-day budget retreat on Thursday amounts to a "bare bones, no frills and somewhat painful" general fund budget of \$187 million that includes almost \$13 million in cuts to personnel, services and capital project investment, said City Manager **Rob Hernandez**. "It's not even a recommended budget or a proposed budget," **Hernandez** said. "It's just a starting point for our conversation."

The second budget option of almost \$200 million would sustain existing services, as well provide funding for performance-based wage increases and increase reserve funds for unforeseen expenses. The third spending plan would be an "enhanced budget" of about \$213 million to cover expenses related to council priorities, such as additional police officers recommended by a consultant to improve emergency response times. Among the funding options staff presented was a proposed fee charged to all properties to cover the cost of fire department services and eliminate that department's dependence on tax revenue. Implementing a fee to cover the full cost of fire services would amount to \$370 per household and raise an estimated \$31.5 million, according to the budget report.

A consultant, Ecological Planning Group, also presented reduced rates as an option that would cover between 50 percent and 75 percent of fire service costs and raise about \$15.7 million to \$23.6 million. Property tax increases and decreases of between half a mill and two mills were also proposed, with revenue impacts ranging between \$2.5 million and \$10 million. "Anything you decide today for this budget is going to play out and have an effect for the next few years," said Erick van Malssen, who was working with the fire fee consultant. A hardship fund to assist low-income property owners is now being considered as part of the fire fee proposal, if it is adopted.

Savannah Alderman Van Johnson said he is still concerned about the fee's impact since renters would not be eligible to receive payments from the fund, even if the fee's cost was passed onto them by landlords. But Alderman Julian Miller said rental rates are established by the market and he does not expect tenants to be adversely affected as a result of the fee. Alderman Tony Thomas said renters would be impacted, but that the more than 5,800 tax-exempt property owners benefiting from fire services need to contribute to those costs. "Those folks have got to participate," Thomas said. "It's going to be tough for some people, but some people have been riding this system for decades."

The \$12.7 million in spending cuts are being proposed, despite projected increases in property

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tax revenue and other tax revenue streams this year and next. The shortfall is due to a combination of factors, including an increase of tax exemptions, operating costs and growing debt payments related to property purchases, infrastructure improvements and public safety purchases, **Hernandez** said. "We have a lot of needs in the city that far exceed the revenues available to us," he said. A surplus of about \$3.8 million is actually anticipated for 2017, due to higher than projected tax growth and salary savings from a hiring freeze. Those funds are proposed to be used to offset a budgeted use of reserve funds for 2017 and help cover expenses related to hurricane damages and capital project overruns.

The city is also anticipating some employee payouts due to some officers joining the county police department, following the split of Savannah-Chatham police. Planned civilian staff cuts stemming from a government restructuring should only result in a "handful" of employees actually leaving the organization since those impacted will have the opportunity to fill other positions, **Hernandez** said. The second day of the budget retreat is scheduled to begin at 8:30 a.m. Friday. During the workshop staff will need the council to make a decision on what type of funding options or cuts they want to move ahead with, **Hernandez** said. "I have to get some clarification on what they want to do because I have to put together a final budget," he said.

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Savannah Now – Savannah Morning News (GA)
February 11, 2017

Poverty Persists in Savannah, Despite City Programs

Author: *Eric Curl*

Austin Spell, 20, wants to be a pipe-fitter or EMT. That is why he was recently sitting in a classroom at the Moses Jackson Advancement Center, where he and six others were registering for a GED program put on by Savannah Tech. Spell said he was pulled out of school by his stepfather in eighth grade and he does not have the educational background he needs to meet his career goals. "I'm planning on getting my bachelor's degree and see what I can make out of myself," he said. The GED program is one of many programs at the city-supported advancement center that are meant to help Savannah residents find employment. Still, Savannah's high poverty level persists. The percentage of Savannah's population living below the poverty level was almost 27 percent in 2015 — up from almost 22 percent in 2000, according to the US Census Bureau's American Community Survey. The increase occurred as the city invested \$2.7 million in general funds in anti-poverty programs between 2011 and 2016, including \$642,600 to support the advancement center, according to a recent report presented by city staffers. During that time, another \$1.1 million was spent supporting Step Up Savannah's job training and anti-poverty initiatives, and \$981,304 went toward various social service agencies.

About a million dollars in federal funds supported the advancement center and social services offered by America's Second Harvest of Coastal Georgia, Union Mission and Lutheran Services of Coastal Georgia. Taffanye Young, Community and Economic Development Bureau chief, recently attributed the increased poverty rate to the recession when she presented the report to the Savannah City Council during an economic mobility workshop. "You had a lot of jobs that were lost," Young said. "A lot of people with higher incomes and higher skills ended up taking some of the lower skilled jobs." And job training is no "magic bullet" when residents have child care, transportation, substance abuse and criminal background issues to deal with, Young said. Only 17 percent of the 507 individuals who received job training through the city-funded programs since 2011 ended up becoming employed, according to the staff report. Those type of results are not satisfactory, City Manager **Rob Hernandez** told the council. "We may have to do something entirely different with some of these populations that have drastic barriers," **Hernandez** said.

Hospitality programs

Other programs have fared better, however. The US Department of Labor's Workforce Innovation and Opportunity Act only employed 34 percent of the 1,256 Chatham County participants since 2011, although many of those participants are still engaged in the program, according to the staff report. And since 2014, 316 adults received job training through the Step Up's Chatham Apprentice Program, with 59 percent becoming employed. Another 159 jobs have been created or retained since 2011 for low- to moderate-income residents through a city-supported loan program administered by the Small Business Assistance Corporation. Goodwill of Southeast Georgia is helping residents find work with the launch this year of a hospitality training program at the advancement center. Rashena Platt, one of the six-week program's

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participants, said that after three months of being unemployed, the program helped “get her foot in the door” and find a job as a housekeeper.

Whether hospitality-based jobs will help Savannah reduce the poverty rate has been a matter of local debate. The growing number of hotels has drawn some criticism from residents, who are concerned about the city becoming too dependent on what they contend are low paying jobs. But Borish Jenkins, a Goodwill Career Center assistant who conducts the training course, said the hospitality industry does offer opportunities for advancement and better pay. Hotel employees, for instance, can start as a housekeeper, go to front desk, then become a supervisor and from supervisor become a general manager, said Jenkins, a former hotel employee himself. “I know it can be lucrative,” he said. And some hotels, such as developer Richard Kessler’s Plant Riverside \$270 million hotel project being built along West River Street, are going to be offering higher pay, Jenkins said.

The Plant Riverside project is located in a state opportunity zone, which makes Kessler eligible for job tax credits for providing employment in an impoverished area. The hotel is supposed to create 700 full-time permanent positions with benefits, including health insurance, and Kessler is required to pay at least \$10.25 as part of the tax credit agreement, but he has said beginning wages could reach as high as \$15 an hour . As for Platt’s plans, she said she plans on working her way up to be a manager. “You always have an opportunity for advancement,” she said. “So just take your time and move up.”

‘Outside the box’

City staffers said that they plan on improving coordination among service providers, identify new revenue sources, aggressively promote programs, and think “outside the box” to reduce the poverty rate and provide more employment opportunities. Young said that the city may want to try to re-implement a partnership with a local church that had retirees provide training, such as brick laying, for residents seeking job skills. Staff is also working on a proposal that will hopefully address some of the hard to hire issues with respect to city contracts and city employment, **Hernandez** said.

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<https://www.wsav.com/news/savannahs-city-manager-on-his-first-3-weeks/>

Nov 9, 2016

Savannah's City Manager on His First 3 Weeks

by: Andrew Davis

He was the choice of the council to lead the city of Savannah. In just three weeks on the job, City Manager **Rob Hernandez** has already been through a hurricane and multiple murders. But what does Savannah's City Manager think the next three weeks, months, even years may hold. "Making decisions without having all the appropriate facts or knowing all the different facets of the community that could be dangerous," said **Hernandez**. That's why **Rob Hernandez** says he is in "listen, learn and observe" mode. Observing the community he now helps shape.

Shaping with a community and a staff he has already seen deal with a hurricane, and thrive under pressure. "The reverse would be that i'm here 6 months or a year and we would have a crisis and what would be going through my mind would be, well i don't know who I would rely on, I don't know how this team is going to perform, I now know that," explained the City Manager. He also knows is that crime in Savannah is a problem. "The community is very concerned about it, the community expects us to take proactive measures and we have," said **Hernandez**.

But the same community also may be too focused on each and every criminal act. "When we have an instance of crime that happens here it's unfortunate," explains **Hernandez**. "But it stands out more i think in the community mindset because it's out there its closer to them it gets publicized more in the city of Savannah." But he is not ready to rubber stamp the high cost of putting more officers on the streets. Stressing Fiscal responsibility, he hopes to find "progressive" ways to get police what they want in 2017. "My job is to balance all the competing needs in the community and to try to make a fiscally sound and operationally sound recommendation to the nine that eventually have to make the decisions," explained the City Manager.

The decisions about growth of our city is foremost on **Hernandez's** mind. "We can't afford to be as methodical as we have been in the past again because the world is moving at a breakneck speed, and we have to keep up with the world," said **Hernandez**. "Are we behind?" "I'm not saying we are behind. But we have to pick up the pace." Pace of life, and pace of drawing businesses to Savannah. "Make sure they know Savannah more than just a great place to visit. A great place to relocate your business," said **Hernandez**. "Oh and by the way they have a really great local government as well."

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Roberto Hernandez
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Sun Sentinel
SEP 21, 2016

Deputy Broward administrator leaving for Savannah

By Brittany Wallman

The No. 2 official in Broward County government has resigned, after accepting a job in Georgia. Roberto "Rob" **Hernandez**, deputy county administrator, said in a letter to County Administrator Bertha Henry earlier this month that it was with "great sorrow" he submits his resignation.

Hernandez was responsible for a large portion of county government, and also brokered the deal with the Florida Panthers that increased the hockey club's public subsidy but helped ensure the team would stay. In a handwritten note on the resignation letter, he thanked Henry for mentoring him, and giving him "the tough tasks to take on, like the arena."

Besides the deputy position, Henry has two assistant county administrators, Monica Cepero and Alphonso Jefferson, and two assistants to the county administrator, Gretchen Cassini and Alan Cohen.

Hernandez has been the deputy in Coral Springs and in Atlanta's Fulton County. But he said his professional goal was to be in the top position. "I'm not getting any younger and the years are just flying by, so this was the right time and the right community," the 50-year-old **Hernandez** said in an email recently. "I did not want to take any city manager or county manager job just for the sake of it, unless the community was right. Savannah is a nice town with lots of positive attributes and challenges, too." **Hernandez's** resignation is effective Oct. 9.

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Roberto Hernandez
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WTOC 11 (GA)
August 11, 2016

City of Savannah Names Roberto Hernandez as Sole Finalist for City Manager

Author: *Sean Evans*

The City of Savannah held a news conference on Thursday to discuss updates in the search for the new city manager. After a nationwide search, and in a unanimous consensus and recommendation, **Roberto Hernandez**, deputy county administrator of Broward County, Florida, has been named the sole finalist for the position of City Manager of Savannah. Choosing **Hernandez** was a unanimous decision by city council members, and **Hernandez** has accepted the offer pending contractual negotiations according to Mayor Eddie DeLoach. DeLoach said **Hernandez's** hands-on approach, experience in government and energy are some of the qualities that separated him from the other candidates.

According to the Broward County Government website:

Hernandez is an ICMA-Credentialed Manager with more than twenty years of progressive and responsible local government management experience. He re-joined Broward County in July 2013 as Deputy County Administrator. Previously, he served as Deputy City Manager for the City of Coral Springs overseeing various city functions as well as the city's community redevelopment agency. Prior to Coral Springs, he served as Deputy County Manager for Fulton County, Ga., where he oversaw public safety agencies, unincorporated area services, the Office of the Child Attorney, offender reentry program, and coordinated with the County's constitutional and judicial agencies. He previously served Broward County in a variety of capacities from 1994 through 2008, including serving as an Assistant to the County Administrator from November 2003 to June 2008. **Rob** retired from the U.S. Army Reserves in 2008 after a 23-year career, most recently serving as a senior instructor in civil-military operations.

Hernandez was a finalist for two other jobs previously. He was a finalist for the El Paso County, TX County Administrator position earlier this year, and was a finalist for the Delray Beach City Manager position in 2014. **Hernandez** talked about the advantages the region presents, with the ports, travel opportunities with Savannah-Hilton Head International Airport and the proximity to the beach and overall rich history, as well as the military presence. "I was very impressed by the passion from the city council in terms of what they see happening in the city over time, and their strong dedication to the community. That really, that really sold me," said **Hernandez**. While in Fulton County, **Hernandez** oversaw multiple departments including police, fire and rescue and also served as the county manager's liaison with judicial agencies.

Mayor DeLoach says he believes **Hernandez** could come in and start working right away with the police department and judicial services in Savannah to address crime. Alderwoman Carol Bell says she was impressed with how much **Mr. Hernandez** knew about the city and its operations already. So WTOC asked the front-runner what he's observed so far and hopes to achieve as the next city manager. "The need for continued re-investment in certain communities, a progressive strategy for bringing new investment for the community, for growing jobs. For

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fixing and updating the condition of the infrastructure. Those are the things that everybody goes through, it's very common. But that's certainly something that I'm going to have to tackle once I get there," said **Hernandez**. Savannah City Council members met on Wednesday to hear from the search committee about where they are on the final candidates up for the position. The council and search committee then met behind closed doors in an executive session.

Current City Manager Stephanie Cutter announced her retirement at the beginning of the year, setting into motion a nationwide search for her replacement. So, what exactly was the city looking for when they put out the posting for a new city manager? It's an important question given that at least the last two city managers were not what the respective city councils eventually wanted in the role. First of all, for those who forgot or perhaps never knew, ours is a Council/City manager form of government. Meaning while the council appoints a city manager, the city manager runs the city and some might argue, the city council itself.

First and foremost council was looking for a person who had worked with and understood the challenges of a diverse community, not just racially but economically. Someone who could bring new ideas for breaking the cycle of poverty among those living in certain neglected parts of Savannah. And, of course, someone who bring new ideas to the table when it comes to fighting violent crime, in particular, gun violence. Here's an interesting role they want this person to fill: possible ax-man. Council, at least the newest members, want this new city manager to review city government top to bottom and start cutting if Savannah's City Hall has gotten too big, and taxpayers are paying too much for something that could be done with fewer people and resources.

For filling this role, our new city manager will receive the city's benefits package and a salary between \$210,000 and \$300,000. That's yet to be negotiated if **Roberto Hernandez** is our man. We mention briefly where this candidate has been and what positions he's held in the past. You may be thinking of all his deputy roles that this guy has always been the groomsman and never the groom. And **Hernandez** anticipated that issue in his actual resume' saying, "...I've resisted the temptation to 'chase' city manager positions solely for the sake of becoming a city manager at any cost. Instead, I've judiciously and patiently served in deputy roles in great organizations and exceptional communities."

Hernandez considers himself a pretty simply, straight-forward guy. He says his management style is fluid. It adapts to the specific situation. Not that we're looking yet, but **Hernandez** will tell you he is clean. This is what he told recruiters before tossing his hat in the ring: "...There is 'no dirt' on me. I live a clean, simple life, prefer to tell things as I see it, and sleep well at night." We will continue to follow those negotiations and let you know exactly what the city decides when it comes to salary, contract length, start time and other allowances.

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Roberto Hernandez
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Tribune Content Agency News Service (USA)
May 20, 2016

Is Broward ready for a hurricane hit? Drill shows how rescue would work

Author: *David Fleshler*

May 20--After raking the Florida Keys and Miami-Dade County, Hurricane Kimo reached Miramar as a lethal Category 3 storm, with sustained winds of 129 mph, and tore a diagonal corridor to Deerfield Beach. The slow-moving storm bore into the county for seven hours. A tornado struck Pembroke Pines, Cooper City, Davie and Fort Lauderdale. An eight-foot storm surge trapped people on barrier islands. With cell towers damaged, many smart phones became useless. This was the scenario Thursday as Broward County conducted a full-scale hurricane drill at the Emergency Operations Center in Plantation to prepare for the June 1 opening of hurricane season. About 300 people gathered on the operations center's vast open second floor to practice receiving calls for help, coordinating responses and dealing with the countless challenges of a natural disaster.

"We've got to get it right the first time," **Rob Hernandez**, deputy county administrator, told the group. "The public expects that we'll get it right the first time. We can't offer them excuses. There are no alibis, there are no mulligans." The scenario began seven hours after the all-clear, as the county lay damaged, darkened by power outages and full of a untold crises, with fatalities reported, residents trapped by floodwaters and many situations requiring immediate attention. Like much of contemporary life, the response to the crisis would be coordinated largely through a computer software program, in this case WebEOC 8.0, a crisis-management system developed by Intermedix Corp. of Fort Lauderdale.

As calls for help and reports of problems such as power outages came in, it was up to those in the room to route them to the right agency or issue the correct orders to deal with them. The group included representatives of law enforcement agencies, fire departments, the county government, Florida Power & Light Co., city governments, the Red Cross and many other organizations. A call to rescue four people trapped on a roof in Oakland Park was routed to the Broward Sheriff's Office, said Major Kevin Shults, who headed the Sheriff's Office group at the emergency operations center. But the law enforcement agency's helicopters didn't have the sort of basket-and-line system required for such an endeavor. They asked the Coast Guard to do it instead. A call for water came from Pompano Beach, where the storm damaged the treatment plant, reducing its output by half. Alan Garcia, director of the county's division of water and wastewater services, ordered emergency interconnects from a county water plant that would temporarily provide the city with sufficient water.

In the pressroom, public communications specialist Cindy Malin scrawled occasional updates on a white board: "Flooding and tornado damage throughout county. Exact location TBD." "Drones being used to assess damage." As the various reports, crises and calls for help came in, evaluators in green vests observed the work in each area. They will prepare written reports. The Red Cross, which operates shelters, faced a crisis when 2,500 people showed up at a Coconut Creek shelter that was already full. The issue was "escalated" to a high-ranking group of

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Roberto Hernandez
(Articles are in reverse chronological order)

decision-makers, who authorized the opening of an additional shelter. "The exercise is to test our abilities to collaborate, communicate and respond," said Roberto Baltodano, the Red Cross' regional communications manager. "These are things that could happen during a real hurricane. We've had these hurricane scenarios." The county has not seen a direct hit from a hurricane since Wilma in 2005. "It's been 11 years since we had one," County Mayor Marty Kiar said to the group before the drill began. "Hopefully this will be another year that we're hurricane-free. But eventually we're going to get hit."

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South Florida Sun Sentinel (FL)
Dec 8, 2015

Deal helps Panthers, helps Broward more

The Broward County Commission should approve a new agreement today with the Florida Panthers because the deal would better protect the public's investment in the BB&T Center. One can argue persuasively the county was wrong to make that investment of tourist tax revenue 20 years ago, when the Panthers wanted out of the old Miami Arena. A National Hockey League team draws fewer tourists than Broward's beaches and the convention center. The county, however, can't back out of that commitment. With that in mind, county administrators make their more persuasive case for the front-loaded \$86 million deal that would run through 2028.

One argument against the deal is the public shouldn't subsidize the rich owners of the Panthers. Deputy County Administrator **Roberto Hernandez** responds that the money -- none of it property tax revenue -- would go toward the arena, not the Panthers. The team owners also run the company that manages the BB&T Center. They would have to spend the \$86 million on improving, operating and promoting the arena, of which the team is the main tenant. The county would have to sign off on the improvements. The team also would continue to pay \$5.3 million per year toward the arena's debt, which will be paid off in 2028. So the county's investment would go to the county's facility.

The other main argument against the deal is the county should spend the money on projects that better play to Broward's tourism strengths -- such as beaches. Two other key priorities are an expanded convention center and a convention center hotel. The arena is far from the county's major tourism hubs. **Hernandez** acknowledged, "We are very sensitive to that." He believes, however, the county can "meet all of our obligations" regarding tourism promotion, especially beach renourishment. County officials, **Hernandez** said, routinely have made conservative estimates of 3 percent for increases in tourist tax revenue. In fact, annual increases have been more like 5 percent.

The county has put much of that balance in reserve, **Hernandez** said. A recent study of the tourist tax questioned the amount of money held in reserve. Doing so, **Hernandez** said, means the county can use that money for one-time projects like beach renourishment and still pay the recurring expenses of the Panthers deal. Part of this story is the coming debate over raising the tourist tax from 5 percent to 6 percent, even though none of that potential revenue is part of the Panthers deal. It is generally agreed money from the sixth cent would go toward convention center expansion.

Hernandez said the county is waiting for bids on the expansion. When administrators have an idea of the cost, the county will start discussions on raising the tax. Miami-Dade and Palm Beach counties have raised their tourist taxes to 6 percent. +The deal would cut the county in for a share of profits if the money-losing Panthers became big winners on the ice and financially. The arena would have a better chance of getting an all-star game, and the team would continue to help youth hockey in Broward. All are nice points, but the focus of the deal, correctly, would remain

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on the BB&T Center. The healthier it is, the better for the county. Losing the Panthers would mean losing 40 dates, and the BB&T Center has lots of regional competitors. So the arena is healthier with the Panthers, and with the team having a better chance to succeed.

Having studied the financials, **Hernandez** said, "We came to the conclusion that it would cost the county almost as much if the team stayed as if the team left. It's almost an economic wash. So if we would pay with or without them, it's better to have them." The deal would allow the Panthers to leave after eight years, but the team would have to repay the \$72 million in tourist tax revenue it had received. If the team left after eight years, the county would have enough money to repay the arena debt. As long as the Panthers stay, **Hernandez** said, "We transfer a lot of the responsibility to the team." The county also would get development rights to land around the arena. One other point in the deal is worth noting. Two decades ago, the county committed to spending two cents of tourist tax revenue on the arena. The county hasn't met that obligation. Under the deal, **Hernandez** said, the Panthers would drop all claims to any unspent money. There might be emotional reasons to reject the Panthers deal. There are better business reasons to approve it.

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Capital Gazette (PA)
March 3, 2015

Broward Commission Brainstorms Ways to Help Struggling Center Pocket of County

Author: *Brittany Wallman*

In the heart of Broward County is a zone of economic depression that even the most dramatic real estate boom didn't lift out of poverty. The unincorporated neighborhoods in the 33311 zip code — roughly between Interstate 95 and U.S. 441, north of Broward Boulevard — were left behind by the cities around them. No city will take them. County commissioners are their only local government. Commissioners met Tuesday to talk about the central county community — four mostly African-American neighborhoods of about 7,000 people — and agree on a host of small efforts to help. Only \$4.8 million is allotted for economic development there — a sliver of the county's overall \$4.1 billion budget. County Commissioner Dale Holness, the area's only direct local representative, said it's the first economic development money the county has spent there since the 1980s. About \$30 million has been spent on improvements of roadways, bus shelters, drainage and the like. The moves commissioners endorsed Tuesday are hardly dramatic: Relocating a Boys and Girls Club to Delevoe Park, continuing building homes on 144 lots the county owns, working with small businesses to improve properties by offering loans or grants, giving a makeover to some of the roadways, improving parks, and banking land for future redevelopment. No one promised an immediate turnaround. "It doesn't happen overnight," county Economic Development Director Sandy-Michael McDonald warned. But county leaders said they support a renewed focus. "I'm glad to see we're moving forward with some planning," Holness said, "because the community desperately needs it." While the rest of Broward enjoys a rebound from the Great Recession, with three years now of positive economic growth, the central county zone remains stagnant. "These communities look to us to guide them along the way to economic prosperity in their neighborhoods," Deputy County Administrator **Rob Hernandez** said.

Joblessness is down to about 5 percent countywide. But in Central Broward, it ranges from 21 percent in Boulevard Gardens, to 22 percent in Roosevelt Gardens, to 32 percent in Washington Park, to an astounding 44 percent in Franklin Park. Holness said many residents there lack transportation and job skills, and some have criminal backgrounds — all obstacles to employment. Countywide, the median household income is \$51,251. In the central county area, it's significantly lower, at \$33,432, Assistant County Administrator Alphonso Jefferson said. Crime is down there, county officials said. Still, the number of rapes, burglaries, car thefts and assaults are relatively high in such a small area, county leaders said, and residents complain they regularly witness drug deals and prostitution, as well as assaults. Broward County Administrator Bertha Henry said she would begin implementing the economic development ideas discussed Tuesday. McDonald said he hoped to leverage the money to spark private investment from business owners. Each project will return to a County Commission agenda for approvals. Across downtown, at the Fort Lauderdale City Commission, Commissioner Robert McKinzie asked that the city take another look at annexing the unincorporated areas. The city will move in that direction.

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Broward New Times (FL)
March 18, 2014

Florida Panthers Asking for Public Money, but Proposal Seems to Benefit Only the Team

Author: *Chris Joseph*

Looks like the Florida Panthers' latest proposal to Broward County has altered language that would basically screw over the county while they make the big dough, according to a rundown of the proposal by the Sun Sentinel. The first proposal the Panthers made at the beginning of the year had asked the county for something around \$70 million, claiming that they had been losing \$20 million and that they need public funds to keep from being dissolved from the NHL. This latest proposal asks for \$80 million or more. The Panthers also want to develop 22 acres north of the BB&T Center for a casino-hotel that the county is also supposed to pay for. The Panthers turned over the 57-page proposal to Broward County commissioners and, according to the Sentinel's findings, it boils down to more money for the team while the county gets the shaft. Those wishes are not far off from when the team asked for county money originally back in January. The team's original proposal included taking \$4.5 million of its annual payment off the books and having it picked up by Broward County. The team also asked the county to contribute \$500,000 a year toward maintenance.

The latest proposal says the Panthers need a hotel-tax subsidy package worth \$80 million over the next 14 years to keep them from losing money. But the overall deal would seem to benefit only the Panthers. "As currently written in their proposal," Deputy County Administrator **Rob Hernandez** told the Sun-Sentinel, "it would definitely have an impact on our ability to share in any of the profits." County officials say they won't support the proposal without a better return for Broward's taxpayers. Back in September, the Panthers were bought for \$240 million by Cliff Viner and Sunrise Sports & Entertainment to a group led by New York businessman Vincent Viola. The Panthers have had an operating loss of \$12 million for the 2011-12 season and were worth \$170 million, according to Forbes. As for Panther and hockey fans' reaction to this, they took to Twitter with the usual vitriol.

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US Fed News (USA)
August 11, 2013

Broward County Names New Deputy County Administrator

Author: *Staff*

Broward County has issued the following news release:

Broward County Administrator Bertha Henry has announced the appointment of **Roberto "Rob" Hernandez** as the new Deputy County Administrator. **Hernandez** is an experienced public servant who served as deputy county manager for Fulton County, Georgia, and most recently as deputy city manager for Coral Springs in Broward County. He is returning to County Government, where he first began serving the County in 1994 and most recently served as an assistant to the county administrator from 2003 to 2008. As deputy county administrator, **Hernandez** will assist the administrator in managing the day-to-day operations of the County, and oversee the activities of several large departments, including Public Works, Human Services and Environmental Protection and Growth Management, as well as the Parks and Recreation, Libraries and Cultural divisions. Also reporting to **Hernandez** will be the Office of Economic and Small Business Development, Office of Public Communications, Office of Intergovernmental Affairs and Professional Standards, and the Office of the Medical Examiner and Trauma Services.

Henry said, "We are excited to have **Rob** back with Broward County. He has dedicated much of his professional life to public service and has a keen understanding of how county government programs and services help meet the needs of our residents, businesses and visitors. He will be a valuable asset to the County and the community." **Hernandez** has a bachelor's degree in public administration from Florida International University, and a master's degree in public administration from Nova Southeastern University. He is a graduate of the Broward Fire Academy and the U.S. Army John F. Kennedy Special Warfare Center and School. He retired from the U.S. Army Reserves in 2008 after a 23-year career, most recently serving as a senior instructor in civil-military operations.

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McClatchy-Tribune Regional News (USA)
February 6, 2013

Brief: Coral Springs Offers Incentive to Company

Author: *Lisa J. Huriash*

Taxpayers will be handing over cash to a new business considering coming to town, although they don't know yet who is getting the check. City officials said the business, described as a "pharmaceutical manufacturing, research and development" company, is a coup for the city. The company is expected to bring 108 jobs and a new source of tax revenue to the city.

Dubbed "Project Rock Solid," the business will receive \$540,000 in state, county and city money in incentives through the state's qualified target industry tax refund program. In addition to the city's portion of \$54,000, city commissioners agreed Tuesday to allow \$825,000 in credits that would normally be paid for fees such as building permits.

"The bottom line is if we don't offer incentives, somebody else will," said **Rob Hernandez**, deputy city manager. "It's the cost of doing business." The company is allowed by state law to remain unknown to the public while it's in this process of receiving incentive money. **Hernandez** said the company asked to remain anonymous for competitive reasons.

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McClatchy-Tribune Regional News (USA)
December 13, 2012

Coral Springs to Consider building New City Hall

Author: *Lisa J. Huriash*

City commissioners said Tuesday they were open to the idea of spending millions of dollars to construct a brand new City Hall. "To me, the short answer is yes," said Commissioner Claudette Bruck. "We should proceed and we should proceed now." City leaders must now decide if they really want the new building, where it will go and how to pay for the estimated \$25 million cost. It will eventually be a "financial decision," said Vice Mayor Tom Powers. "There's way too many questions." For about a year, former Mayor Roy Gold had proposed closing both City Hall buildings on the north and south sides of Sample Road to construct one large facility.

But while some commissioners had previously said the project could become unwieldy and too expensive and they doubted there would be public support, the majority now seem open to at least further discussion. Deputy City Manager **Rob Hernandez** said the 45-year-old building was "outdated and functionally obsolete." "You can go anywhere and hear conversations in the next office," he said. And, the current building is "not a source of civic pride." "That's depressing," Bruck said. **Hernandez** also said the current building is expensive to keep up, with \$1 million alone needed to retrofit the building to accommodate a new telephone system.

"If we're pouring money into a facility that is no longer worth pouring money into," the commission should consider a new building, said Commissioner Dan Daley. City Manager Erdal Donmez said the city staff will come back with "more refined numbers" in late January with the projected costs to build a new City Hall at various spots, which include the current location, Mullins Park, and the area envisioned to be built as a downtown.

Several South Florida cities have recently built new City Hall complexes. Doral earlier this year spent \$22 million on its new building and Wellington built its new building last year for \$10.5 million. In Coral Springs, officials said municipal bonds would be the best way to cover the expense Commissioner Larry Vignola said he has always opposed the plan and still does. "Is it a top priority to spend more than \$20 million on? Not in my opinion, and not in the opinion of the majority of our residents. I don't why we're still talking about this. I don't think now is the time for a project like that."

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Roberto Hernandez
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South Florida Sun Sentinel (FL)
November 24, 2011

Springs Gets New Deputy City Manager

Author: *Arun Sivasankaran*

Roberto Hernandez, who has over 20 years of progressive and responsible local government management experience, has been appointed Coral Springs Deputy City Manager. "I look forward to leveraging **Rob's** operational expertise to continue delivering exceptional services to our community with the best possible level of service," City Manager Erdal Donmez said. Prior to joining Coral Springs, **Hernandez** was the Deputy County Manager for Fulton County since 2008. **Hernandez** also served as an Assistant to the County Administrator for Broward County. Before that, **Hernandez** served in a number of key roles with local government.

His professional experience includes key positions in public safety, housing and community development, and social services. In addition, his military service includes more than 23 years in the U.S. Army Reserves. He has held several leadership positions and has served on Active Duty in support of several military operations. **Hernandez** holds a Master of Public Administration degree from Nova Southeastern University and a Bachelor of Public Administration from Florida International University. **Hernandez** also obtained his certification in firefighting from the Broward Fire Academy.

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The Atlanta Journal-Constitution (GA)
May 25, 2011

Illegal Dumping
Putting the Brakes on Tire Dumping
It's no Easy Task as Illegal Activity Stealthily Spreads Across State
Author: *Ernie Suggs*

Over 10 days last fall, someone made three trips to the Arts Exchange and dumped more than 1,000 old, dirty tires onto the property. The location was ideal. Easy access off I-20 in southeast Atlanta. A dead-end road. A wide-open space. Across Georgia, there are hundreds of examples of illegal tire dumping such as this, on public and private lands, creating a problem that is as much health hazard as it is eyesore. Of 10 million scrap tires generated in the state annually, an estimated 1.5 million are discarded illegally, the Georgia Environmental Protection Division said. And Atlanta finds itself at the center of this rubberized abandonment, with its city council compelled this week to form a separate tire commission to combat the violators. The city annually deals with 450,000 scrap tires, nearly 70,000 of them dumped illegally, said Winthrop Brown, Georgia EPD program manager.

Not surprisingly, money is at the heart of this problem: Tire salvagers get paid to collect tires but many of them won't pay for recycling. So they dump the tires. Everywhere they can. "It is a very significant problem in the state, because of the expense and because these tires are breeding spots for mosquitoes and vectors," said Brown, noting that Newton County last year collected 67,000 dumped tires. "Dumping is bad in metro Atlanta because of the population, but dumping is increasing in rural areas because of the distance they have to travel to get rid of tires."

As part of his job, the EPD's Brown regulates how tires are disposed from car dealerships and tire shops, among others. Businesses must pay for a carrier to pick up truckloads of old tires. Otherwise, there is little concentrated enforcement. Tire dumping is a felony, but there are just five criminal cases currently pursued by the state, though several people previously have served prison time for this offense, Brown said. "If nobody calls it in, we have a hard time prosecuting," Brown said, adding there are only a few local jurisdictions, such as Columbus and Macon, that have their own laws on the books, though state regulations exist. In April, Atlanta Councilwoman Joyce Sheperd, who pushed for the tire commission, led a clean-up in District 12 in which 2,000 tossed tires were collected. In southeast Atlanta, she has overseen the retrieval of 4,711 tires this year, and more than 10,000 over the past five years.

Fulton County Deputy Manager **Rob Hernandez** said south Fulton has the same problem as Atlanta with illegal tire dumping and no ready solution. The county has considered putting a deposit price on used tires, similar to glass bottles, to encourage residents to take them to a landfill. "It's difficult to prosecute offenders unless they're caught in the act," **Hernandez** said, "and Fulton lacks the staff to try to trace tires back to suppliers and find out who they were sold to." Last summer, the Fulton County health department spent \$23,000 on a tire drive that netted 2,100 tires. The public works department pays \$50,000 per year to dispose of old tires. "This has been a real problem for us," said Cheryl Odeleye of the Arts Exchange, surveying the endless

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and unwanted black mountain left near the center. "It is a health hazard. And it is a morale downer for someone to come in and be so disrespectful to us."

Piles of old tires don't necessarily present toxic health issues, rather they serve as nesting places for rats, snakes and mosquitoes, little consolation to those left with this mess. Across metro Atlanta, jurisdictions vary in how to deal with dump sites. DeKalb County officials said they defer to state law in dealing with tire dumping. In Clayton County, illegal dumping can land someone in jail for six months. Cobb County claimed it hasn't had much of an issue with discarded tires, outside of a few isolated incidents. "What a lot of people don't understand is that there are a lot of expenses involved in tire disposal," Dewey Grantham of Liberty Tire Recycling said.

If operating lawfully, a carrier takes used tires to a recycler, where in Georgia there is a 90 percent chance these tires will be converted to fuel. A carrier typically charges \$2 per tire, but has to pay the recycler \$1 for each, cutting into the profit. An illegal carrier might charge \$1.50 per tire on pick-ups, bypass the recycler and leave the tires at an isolated place like the Arts Exchange. There also have been cases in which people have rented trucks and abandoned them filled with old tires. Bolder criminals have stocked empty warehouses with worn tires. The state lacks funding to properly monitor tire disposal. For every new tire larger than 12 inches and sold in Georgia, a consumer pays a \$1 fee, which was supposed to go to a solid waste fund. Yet for two years, state lawmakers have diverted the funds elsewhere, covering other needs. Limited state spending also has resulted in fewer inspectors, making it harder to monitor and clean up tire dump sites.

The Arts Exchange, even with more than 1,000 tires, had what was considered a small clean-up. Liberty Tire Recycling volunteered to remove the tires, employing four workers. The tires were loaded in less than two hours. Grantham said his company processes 25,000 tires daily. "What is unfortunate is that illegal tire dumping gives tire recycling a bad name," Grantham said.

Tire disposal

Number of scrap tires generated in Georgia annually: 10 million

Number of those that are disposed of illegally: 1.5 million

Fulton public works department's expense each year for tire disposal: \$50,000

State fee charged on each new tire larger than 12 inches that is supposed to fund a solid waste fund, but has been diverted for the past two years for other purposes: \$1

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Roberto Hernandez
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The Atlanta Journal-Constitution (GA)
May 16, 2011

Your Tax Dollars
Grumbling Greet Amphitheater
Supporters See Boon for South Fulton; Opponents Question Use of Funds
Author: *Johnny Edwards*

South Fulton has a lot to brag about these days. After last week's announcement that Porsche would leave Sandy Springs to build its North American headquarters near Hapeville, Fulton County officials will open the new 5,200-seat Wolf Creek Amphitheater. Supporters are counting on the venue becoming another Chastain Park, a regional draw where picnicking music fans take in classy, intimate concerts. Fulton County Commissioner William "Bill" Edwards, who has championed the \$6.1 million project for the past decade, predicts it will draw the spending power of concertgoers from throughout the metro area to nearby stores and restaurants, bolstering a local economy hit hard by the recession.

But the amphitheater is a sore subject for north Fulton residents who say it's another case of the county government using their tax money for projects that don't benefit them. State Rep. Lynne Riley, R-Johns Creek, who opposed the amphitheater when she was a Fulton commissioner, said the \$6.1 million shouldn't have come from the county's general fund. "Every citizen of Fulton County, regardless of where they live, top to bottom, is underwriting the cost of operating that facility," she said, "whether it's a gain or a loss."

Edwards said south Fulton residents pay county taxes, too. "South Fulton needs to be able to live, work and play right where they are," he said. Business owners between the amphitheater, which is off Camp Creek Parkway, and I-285 expect a boost. Anwar Noorali, owner of Camp Creek World of Beverage, predicts a 15 percent to 20 percent increase in business on concert days from wine shoppers. "Any economic activity, and concerts that bring in a lot of people, will definitely be good for the local economy," Noorali said.

But some point to the location -- in the flight path of the world's busiest airport -- as an issue. Michael Fitzgerald, a Johns Creek resident and member of the Milton County Legislative Advisory Committee, said he can't fathom making a 45-mile drive to attend a show there, not with the constant roar of jet planes overhead. "One of the problems with Fulton County is it's too big, and that's a long way," he said.

The Wolf Creek Amphitheater has stirred tensions along the way. When the construction contract was approved in 2008, Riley and Commissioner Tom Lowe were outvoted 4-2. Riley contended that figures from a 2005 feasibility study -- which predicted the amphitheater would be profitable after three years -- needed to be updated. Edwards fired back that she and Lowe were trying to sabotage a revenue-generating project that south Fulton wanted. Edwards also brought up that the county spent \$1 million on Alpharetta's Verizon Wireless Amphitheatre, which was privately built. The county's contribution came through a trade-off for north Fulton not having garbage service at the time. Gary Bongiovanni, editor-in-chief of Pollstar Magazine,

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said a 5,200-seat venue will have a tough time up against the 6,500-seat Chastain Park in Buckhead, the 12,000-seat Verizon amphitheater, and the 19,000-seat Aaron's Amphitheatre at Lakewood in southeast Atlanta. The proximity to Hartsfield-Jackson International Airport won't help, Bongiovanni said. "Especially if you're talking about doing any acoustic acts," he said.

Fulton County Arts Council interim Director Michael Simanga, whose department will run the amphitheater, said he isn't worried about planes. Before construction began, the county held free concerts at the site, including Atlanta Symphony Orchestra performances. "You can't really hear it, once the music is playing," Simanga said. Grammy-winning soul/R&B singer India Arie will perform a free concert June 4 for the grand opening. No shows have been booked after that, he said, though he's in negotiations for some. Riley questions whether Wolf Creek will cover its operating costs.

The county doesn't have a detailed operating budget yet. Deputy County Manager **Rob Hernandez** said planners didn't expect the facility to be finished this soon, so the upcoming concert season will be something of a trial run, with 10 shows at the most. The plan is to recoup costs through concert bookings, and the County Commission has approved a fee schedule. Expenses should be limited to electricity, water, janitorial maintenance and groundskeeping, like any public park, **Hernandez** said.

Wolf Creek was the shooting venue for the 1996 Olympics, and it currently houses a police training center. A new library is in the works, and other plans include a sports complex, walking trails, horse trails, and an arts, cultural and events center, which also could generate revenue through bookings, Edwards said. Alre Alston, owner of the Ultimate Bar and Grille in Camp Creek Pointe shopping center, expects the amphitheater to bring him customers before and after shows. "I think it will be a good thing, as long as they bring in the quality clientele, not the rough clientele," he said.

Edwards said the county won't allow hard-core rap acts. He's looking for shows that appeal to south Fulton residents, citing performers that played free concerts -- R&B groups such as the Manhattans, the Spinners, the Dells and the O'Jays. However, he said, north Fulton residents are welcome to book shows, too. The amphitheater also can be used for church functions and graduations. On a recent visit, Edwards showed off the massive stage, the pristine dressing rooms for stars and the 4 feet of legroom between the rows of seats. He said he has no doubt the project will pay for itself. "It isn't about being sustaining," Edwards said. "Let me tell you what we want to pay: lights and water. This is for the people, for people to come out here and have a good time."

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Roberto Hernandez
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The Atlanta Journal-Constitution (GA)
January 22, 2011

Fulton Hikes Club Fees Despite Suit
Judge Declared Adult Ordinance Invalid after Free Speech Dispute
Strip Joints' Attorneys Debating Next Step

Author: *Johnny Edwards*

Fulton County will raise fees on strip clubs by hundreds of dollars this year and double them for nude dancers, even though the county remains locked in litigation over the fees after a federal judge recently declared the adult entertainment ordinance unconstitutional. With no discussion, the commission voted 5-1 this week to raise a list of fees on businesses and residents in unincorporated south Fulton expected to generate an extra \$303,601 per year. Amid new and increased rates for false alarms, fire safety inspections, escort services and door-to-door salesmen were several license and permit hikes on the county's three nude bars off Fulton Industrial Boulevard.

Attorneys for the clubs say they are considering what to do: whether to seek an injunction or pay the fees and hope to recoup them as damages. "I don't know what right they have to increase them when the case is still being litigated," said Jim Cline, who represents Riley's Showbar. "I guess they can do whatever they want. I guess we can argue about it when we get to the end."

Rob Hernandez, the deputy county manager for the South Fulton Special Services District, said the county attorney advised officials that since the lawsuit is still pending, Fulton is justified in raising the fees. If a club refuses to pay, it could have its license revoked and would face closure, he said. "There was an injunction ordered on certain aspects of the ordinance, but not all aspects of the ordinance," **Hernandez** said.

County Attorney R. David Ware did not return messages from The Atlanta Journal-Constitution inquiring about the issue. The judge's ruling arose from a First Amendment lawsuit filed by a group of clubs in 2001 that challenged the county's revved-up regulation of nude dancing as a prior restraint on free speech, part of a larger battle being waged throughout metro in both state and federal courts. The clubs won the 2001 case in U.S. District Court. It was reversed on appeal, and then it was sent back to District Court. In November 2010, Senior U.S. District Judge Robert Vining ruled that the code illegally put the clubs through a bureaucratic wringer, making them wait indefinitely for approval from police, fire and building departments. While Vining withheld judgment on whether the fees were too high, he did say that if sections of the ordinance don't hold up, none of it can stand. "Judge Vining has said that we don't have an ordinance," Cline said. "Unless they appeal, then there's no ordinance unless they go back and pass one."

But starting Feb. 1, the county will raise the cost of an adult entertainment license from \$6,000 to \$6,400 and annual license renewal from \$4,000 to \$4,300. Employee permits will rise from \$300 to \$325, permit renewals from \$50 to \$100, employee background checks from \$50 to \$55 and fire inspections from \$30 to \$75. The increases are expected to generate an additional \$11,590 per year. Cary Wiggins, an attorney for Fannie's Cabaret, said that since nude dancing is protected speech, a county's licensing fees can be no more than the cost of regulation. He said

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

there is no evidence that nude bars cause any more problems for police than regular bars, and he doesn't see how Fulton can charge \$4,000 to renew a license, much less \$4,300. "I'm just unaware of any evidence justifying a rate hike," Wiggins said.

The third club off Fulton Industrial, Club Babe's, isn't taking part in the lawsuit. Managers at all three declined interview requests. Wiggins also represents two Sandy Springs clubs that, while no longer in unincorporated Fulton, are seeking back compensation from the period before Sandy Springs became a city. As with the state government and other local jurisdictions, the Fulton fee hikes are part of a strategy to make up for declining revenue without burdening property-tax payers. **Hernandez** said he is also trying to recover costs and adjust an array of charges, many of which haven't changed in five years, for inflation. North Fulton Commissioner Liz Hausmann cast the sole dissenting vote Wednesday. She told the AJC that she opposes raising any fees or taxes in this economy without reducing spending. She said she wasn't aware of the strip club issue.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

The Atlanta Journal-Constitution (GA)
May 17, 2010

County Targets Image Change
Campaign is to Clean up Fulton Industrial
Code Enforcers, Police Start out Cracking Down on Boulevard's Motels
Author: *Steve Visse*

Fulton County has an image problem with its huge warehouse district: Its legitimate economic opportunities sometimes have been overshadowed by its undesirable qualities. This has caused companies to bypass it and take their business across the Chattahoochee River to Cobb and Douglas counties, or get out of Fulton and relocate. "We have had tenants who have been there for years and years and who decided to move across the river," said Tom Flanigan, ING Clarion asset manager. "I don't think it was taxes." To attract new business and keep what it has, Fulton is pushing a campaign designed to clean up what it says is the 10 percent of Fulton Industrial Boulevard that gives the rest of it a bad name. For starters, code enforcers and police have targeted motels that allegedly were centers for sex and drug trades; three were closed for health and safety violations, and a fourth was sold to a new owner, who refurbished the property and secured a Days Inn franchise.

The new motel has posted rules in the lobby banning unregistered guests from rooms and requiring identification to reserve a room as a customer. "We got rid of a hub of criminal activity," said Tom Phillips, county code enforcement administrator. "You can walk in there now and say, 'I can stay here.' Two years ago you wouldn't have said that. You might not even have walked in there." At its last meeting, the County Commission banned truck drivers from parking their big rigs in vacant lots off the boulevard and using them as unofficial truck stops. "Truck stops, as you know, have a link to prostitution," Phillips said. Even strip clubs such as Fannies' Cabaret are seeking a more orderly boulevard. Fannies' is trying to distance itself from prostitution, specifically the hookers who regularly have solicited the club's clientele when arriving and leaving. The club hired security to run them off. "It didn't used to be this way 15 years ago," said Thomas Madden, Fannies' Cabaret general manager.

Police have cracked down, making 107 prostitution arrests in the past two years compared to 41 in the three previous years, according to county statistics. The county is committed to restoring a clean-cut image to the boulevard's seven-mile roadway that runs from Fulton County Airport at Charlie Brown Field to Campbellton Road in south Fulton, according to Deputy County Manager **Rob Hernandez**.

The area has 89 million square feet of warehouse and commercial space but a county study released in March showed that several buildings and warehouses, developed in the 1960s and 1970s, are practically unusable. Seven properties are listed on the Georgia Hazardous Site Inventory, including five for the presence of cancer-causing vinyl chloride. Noting its potential, the study described the boulevard as potentially one of the largest and most prestigious warehousing and transportation hubs east of the Mississippi River. "Today it may still be the largest, but it has lost much of its prestige," the report concluded. Last month, the county used

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

the area blight and vacant warehouses to have the district reclassified as an opportunity zone urban redevelopment area. That allows it to borrow \$26 million from a federal bond program and give employers a \$3,500 tax credit for each new job for 10 years. **Hernandez** said the county wants to use the bond money to install crime surveillance cameras in the area. A \$100,000 federal grant already was secured to increase police patrols and hire seven officers specific for south Fulton. "We're serious about this," **Hernandez** said. "We have put together everything we have available in our tool box to assist Fulton Industrial."

Satellite offices for county services and commissioners Emma Darnell and Bill Edwards have been set up to show the county is committed to improving the area. People have noticed. Companies recently either bought or leased separate industrial properties that cover a combined 260,000 square feet. With upgrades, the area should be able to sell itself. It is located in the center of a metro area that promotes itself as a national transportation hub. Fulton Industrial offers a regional airport and is close to Hartsfield-Jackson International Airport. I-20 is located nearby, as is the Norfolk Southern Intermodal container shipping yard in Austell, an industrial area crisscrossed by railroad tracks.

A next step would be to develop a Community Improvement District, which has happened elsewhere in Fulton and in Cobb, DeKalb and Gwinnett counties. CIDs require commercial property owners to tax themselves to pay for development plans, transportation alternatives and security. Boulevard activists so far have been unable to obtain 51 percent approval of the property owners to install a CID, which increases tax bills by 3 or 4 mills. Yet one man on board with this idea is Madden, the strip club manager, who recognizes that even the adult entertainment business needs better security. "We have to keep it clean here," he said.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

The Atlanta Journal-Constitution (GA)
October 9, 2008

Fulton Begins Taking Steps to Aid 911 Center

Author: *D. L. Bennett*

Fulton County has begun making changes that officials hope will improve a 911 center beset by chronic understaffing and dangerous operator errors. By filling 12 vacancies and promising reforms to reduce job-related stress, county officials say they should be able to boost both work quality and employee retention. "We are adamant when we say we are going to solve the problems in the center," said **Roberto Hernandez**, deputy county manager. "Once we know all the facts, we will address it immediately. We will fix it."

Problems at the center that takes emergency calls and dispatches aid were discovered in August when an operator mistakenly sent help to the wrong location for a Johns Creek woman who later died. An Atlanta Journal-Constitution investigation found more than 1,000 write-ups of employees during the past five years for everything from fighting, dispatching mistakes and chronic tardiness to falling asleep on the job. Current and former employees complained that understaffing leads to workers being routinely forced to work 12- and 16-hour days, straining family life and causing conflicts in the center, dispatching and call-taking errors. The inquiry found mistakes that endangered not only callers seeking help but the emergency crews sent to provide aid.

Fulton also has launched three of its own investigations -- one by an outside consultant reviewing center operations, another by police of the incident on Aug. 2 and a third by **Hernandez** and others looking at employee satisfaction issues. Rather than wait for those all to be complete, County Manager Zachary Williams has filled 12 of 33 openings for communications officers and supervisors by reassigning operators who previously provided service for the city of Milton under contract. Milton dispatching is now handled by Alpharetta.

"This definitely should add value and reduce stress on the staff," said Commissioner Lynne Riley, who represents the city of Johns Creek, where Darlene Dukes died Aug. 2. Fulton also has in process two classes of trainees who should be able to fill all the remaining spots, a move he hopes will cut down on stress at the center and reduce conflict and mistakes. Everyone should be on the job within six months, **Hernandez** said.

"We remain committed to excellence in all public safety services, and recognize that 911 operators are the first link in the chain of emergency response," said Williams. "These men and women save lives each day." The auditor's report is now due Nov. 10. The internal probe by police should wrap up this week. **Hernandez** said the committee's work on employee issues is ongoing and its plans address issues like child care for employees who work odd hours and stress management.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

The Atlanta Journal-Constitution (GA)
October 5, 2008

Not Enough Workers and a lot of Slack

Author: *Heather Vogell & D. L. Bennett*

A supervisor told 911 worker JoLynn Griffin she didn't have any days left for vacation. The Fulton County emergency center had barely enough workers to cover shifts. But Griffin went on a cruise anyway. She returned to find her job waiting, her personnel file shows, just as it had been when she'd missed work before. Chronic absenteeism and tardiness are among the center's most vexing problems, records and interviews suggest, accounting for roughly a quarter of all personnel infractions and aggravating a staffing shortage that can mean marathon shifts for the dispatchers who do show up. Griffin is one of scores of Fulton 911 employees who racked up roughly 280 sanctions for arriving late or not at all -- often on multiple days -- a database of personnel actions since January 2004 reveals. The problem is likely worse; officials say their data is not comprehensive.

No-shows were counseled, warned and occasionally suspended. But they were rarely fired, data show. Some workers accumulated long disciplinary histories that included 911 call errors as well as absences, and they weren't terminated, according to personnel files. "It appears that certain violations of performance were tolerated or forgiven, for lack of a better word, in order to maintain the staffing required to operate the center," said Lynne Riley, a Fulton commissioner. Losing trained employees wasn't an attractive option for the 911 center. In recent weeks, as many as a third of the center's total positions have sat vacant. Deputy County Manager **Rob Hernandez** said staffing shortages are common at 911 centers, but Fulton's center needs to train more new workers and improve retention. A county consultant should address discipline problems such as absenteeism, he said. "In general, discipline was used like a tool -- a management tool -- rather than as a last resort," he said. "It may have lost its intended effect."

Data show at least eight 911 workers have been sanctioned 10 or more times for playing hooky or walking in late since 2004. Migraines, oversleeping and not feeling well were regular excuses, files say. Employees also blamed a pet illness, panic attack, traffic, getting back in town late, driving a child to school, car problems and a broken toilet. Even current center director Crystal Williams has filed her share of tardy slips, records show, citing late starts, trouble finding parking, feeling ill and, on at least three days, alarm clock malfunctions. Reached by phone, she declined to comment. Former 911 center employees said chronic tardiness and absenteeism led to feuding among staffers. Cassandra Eloi said that during her year at the center it was common to be held over for extra work because others failed to show. Those who did come in often worked 12 to 16 hours straight, she said. "You are running a 911 center on minimal staffing every day," said Eloi, who was fired for being rude to callers. "You have calls holding. You have calls dropping, every day."

Griffin left without permission for the cruise and two other short vacations between September 2003 and March 2004 -- in addition to taking dozens of sick days and showing up late at least 14 times, records show. Alfred "Rocky" Moore, the center's director at the time, wrote in a March

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

2004 letter that he was considering dismissing her. "Your personal vacation [cruise] did not justify an emergency vacation," he wrote. But Griffin hung on, volunteering for a demotion instead. Her tardiness continued. One night in January 2006, the call center sent a Fulton sheriff's car to pick her up for work because she had car trouble, records show. Later that year, she was suspended after supervisors said an error she made delayed response to a fire call. She took disability retirement in mid-2007.

Griffin, a 23-year center veteran who was called "an excellent supervisor" in a 1995 job review, said in an interview she disputes that she caused a delay on the fire call, or that her unpaid leave resulted in a staffing shortage that couldn't be covered. She said she was singled out for infractions that others -- including supervisors -- also committed. She felt Moore had a grudge against her. "There was no reason to deny me," Griffin said of her vacation requests. "It's not like I didn't do my share of covering for people, either."

Other workers also complained discipline was not handed out evenly. "There are subjects who manage to be sick every payday weekend and never receive any type of discipline from your same staff," communications officer Francesca Pearson wrote in an April memo to Moore. Pearson could not be reached for comment for this article. Morale was low. After a supervisor threatened one employee with suspension for tardiness, she responded: "go ahead and suspend me that's one less day that I have to work here," a note in her personnel file said. Moore, who was reassigned, did not return three phone messages seeking comment.

The 911 center hasn't lacked the money to fill vacancies. For the past three years, the center -- funded by fees tacked onto phone bills -- has ended the year with excess cash in its salary account, records show. In 2007, it finished nearly \$1 million richer than it started. Instead, **Hernandez** said the center appears unable to keep up with attrition. Some drop out during the intense six-month training period. Others start but find the pressure and night shifts unworkable. Child care and worries about job security as some cities encroach on Fulton's call territory are also factors, he said. He said he does not want to second-guess center managers on their handling of absent employees. But it is a serious problem. "I know my boss would consider that to be job abandonment," he said.

Data analysts John Perry and Megan Clarke and staff writer Cameron McWhirter contributed to this article. 32 emergency calls delayed. Six of those calls were delayed more than 20 minutes. * 23 instances of employees being orally abusive, fighting, being unprofessional or disruptive in the call center. 34 write-ups for poor customer service. 9 instances of dispatchers sleeping on duty. 280 write-ups of not showing up to work or showing up late. 147 write-ups for not meeting monthly standards for speed and safety by the department.
* Numbers based on a review of the incomplete database of disciplinary actions against employees at Fulton County's 911 center.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Sun Sentinel - Fort Lauderdale (FL)
April 29, 1997

Conditions for Planned Shelter don's Allay Fears

Author: *Robin Benedick*

No matter how many conditions the city puts on the proposed homeless shelter on West Sunrise Boulevard, they won't appease nearby property owners who worry about transients congregating near their homes, businesses and public parks. "Those conditions won't keep vagrants from wandering around the neighborhoods," said Fort Lauderdale Vice Mayor Tim Smith, who is among the shelter's harshest critics. "Unless there are incredibly stringent rules that you can only go in by vehicle and leave by bus, that neighborhood is going to be overrun."

Smith and neighborhood leaders are hoping to derail Broward County's plans for a \$7.7 million shelter at 600 W. Sunrise Blvd. Their first chance comes at a special meeting of the city Planning and Zoning Board at 6:30 p.m. Wednesday at City Hall, 100 N. Andrews Ave. The board's recommendation goes to city commissioners for hearings. One of the conditions the city wants to put on the proposed 200-bed homeless assistance center is that it accept no walk-ins - only tenants who are referred there by an agency or police. That means homeless people now accustomed to staying the night at Tent City, the dingy open-air camp in a downtown parking lot, won't get into the new shelter without referrals.

Opponents are pushing the planning board to delay approval until Broward hires a not-for-profit group to run the center and community leaders raise \$3 million in private donations for the project. The shelter is expected to be completed in 18 months once city approvals are granted. Broward County's architect, Edward Seymour, has designed a two-story shelter patterned after one in Miami. The building would face Sunrise Boulevard, but entrances and parking would be at Northwest Sixth and Seventh avenues. The fenced campus would have separate men's and women's dormitories with room for families, classrooms, a medical clinic, day-care center, dining hall and courtyard.

City planners are recommending approval with these conditions:

- Availability: Center must give priority to Fort Lauderdale's homeless who are within two miles of the center.
- Security: Center must pay for 24-hour security inside and outside the campus.
- Curfew: Center must require tenants to be inside from 8 p.m. to 7 a.m. daily. Exceptions would be made for school or work.
- No walk-ins: Center must not accept people without a referral. Center also must establish a no-loitering policy on the property and post signs.
- Citizen board: Center must set up a neighborhood advisory board.

County officials said they were designing a shelter that wouldn't be a magnet for uninvited homeless people. "The word will quickly get out among the homeless that this facility does not accept walk-ins," said **Rob Hernandez**, Broward County's assistant director of Human Services. With more than 5,000 homeless people in Broward, the shelter is billed as the first of several to

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

address a growing problem that could get worse under new federal and state welfare reforms. Homeless advocates worry that police will enforce trespassing and other city laws too eagerly to chase transients from public places. "Being homeless is not a crime and it shouldn't be that they go to jail for that," said Dianne Sepielli, a member of the county's homeless advisory board.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Sun Sentinel - Fort Lauderdale (FL)
March 13, 1994

New Refugees like Broward Cuban Immigrants Find more Opportunities, Less Congestion

Author: *Lyda Longa*

When Geovanny Montes de Oca and 11 of his friends set sail from Havana for the United States aboard a rubber raft in October, Montes de Oca's friends couldn't stop talking about Miami. But after the men were rescued by the U.S. Coast Guard and taken to Key West, Montes de Oca set his sights on a different place: Broward County. His relatives had described Broward as an area where plenty of opportunities could be found. "I like Miami, but up here, there's less congestion and life is more relaxed," Montes de Oca said in Spanish. "I love it here because I'm learning English, I have a job and I even got a car," he said. Montes de Oca works at the Fort Lauderdale-Hollywood International Airport's catering service. Montes de Oca, who lives with friends in west Hollywood, is not alone. In the past six months, a colony of about 50 or 60 Cuban rafters has taken root in Hollywood and Fort Lauderdale.

The reason is simple: The rafters believe that employment and housing are easier to get in Broward than in Dade County. Historically, rafters have flocked to Dade County because they felt more comfortable among their Cuban countrymen, said **Roberto Hernandez**, executive director of Hispanic Unity of Florida. But that's changing. "Lately, the rafters have learned that in Broward there is less congestion and a better chance of finding a job," **Hernandez** said. "Many of them also have friends and family in the area who have told them that Broward County has less Hispanics and less competition for work."

According to the 1990 U.S. Census, there were roughly 109,000 Hispanics in Broward County compared to almost 1 million in Dade. Of those, there were 24,000 Cubans in Broward and almost 570,000 Cubans in Dade. Hector Nodarse, 29, heard about Broward County when he was still in Havana earlier this year. Nodarse was a sound technician with El Ballet Nacional de Cuba - the Cuban National Ballet. "I like the hustle and bustle of Miami because it reminds me of Havana, but I already have a job here {in Broward}," Nodarse said. "Broward is a little too quiet for me, but I'll get used to it."

Brothers Roberto and Raydel Rivera of Dania are two more Cuban rafters who ended up in Broward. The Riveras arrived in Miami aboard a rubber raft in December; they came from the Cuban port town of Mariel. Both are learning English at a night school in Hollywood. "I lived in Miami for about a month before I came to Dania, and I tell you life is better here," Roberto Rivera, 22, said in Spanish. "I'm learning English, I just got my driver's license and soon, I know I'll have a job. Once I get that I'll get my own apartment. Life is good here."

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Sun Sentinel - Fort Lauderdale (FL)
February 22, 1994

Planned Center may Help Elderly Hispanics

Author: *Lyda Longa*

Inez Carrascillo is an elderly Hispanic woman who wants somebody to talk to. When you're 76 and the only language you speak is Spanish, it's hard to make friends in a neighborhood filled mostly with young working Anglos. Soon, Carrascillo, who is Cuban, and other elderly Hispanics in Broward County could have a place to spend time together, working on arts and crafts and chatting in Spanish.

Roberto Hernandez, director of Hispanic Unity of Broward, said he hopes to open the county's first senior center for Hispanics in the next few months. The proposed center, which would be in Hollywood, would provide activities, meals, transportation and companionship for Broward Hispanics over 60. The 1990 U.S. Census estimated there were 11,891 elderly Hispanics in the county. "There is no single place in Broward County where elderly Hispanic people can go just to talk and relax with their peers," **Hernandez** said. "When you reach a certain age, you want to be with other people who share a similar culture and can understand you."

Hernandez, 27, has applied for a \$100,000 county grant that would pay for four full-time employees for the planned center. Last year he purchased a 7,000-square-foot building at 5840 Johnson St. for the center with the help of a grant from the city of Hollywood. Edith Lederberg, executive director of the Area Agency on Aging, said she has promised **Hernandez** that her organization would provide meals for the center once it opens.

Although there are a handful of senior centers scattered throughout the county, Lederberg and other social service officials agree that none cater specifically to Broward's Hispanic elderly. "We have several senior centers throughout the county, but elderly Hispanic people won't go there because they feel uncomfortable and out of place," Lederberg said.

That feeling is not limited to elderly Hispanic people. Gema **Hernandez**, a sociologist and associate professor at Nova University's School of Business, said the sentiment is shared by most elderly people of varying ethnic backgrounds. "As we age, most of us have a need to return to our ethnic roots," **Hernandez** said. Carrascillo, who stays alone during the day in her west Hollywood home while her daughter and grandchildren go to work and school, said she needs someone to interact with during those long hours.

Research Compiled by: Amanda Dillabough
 Colin Baenziger & Associates

Appendix D

St. Johns County, FL Resolution Thanking CB&A for Its Outstanding Service

RESOLUTION NO. 2007-23/

**A RESOLUTION OF THE COUNTY COMMISSION
OF ST. JOHNS COUNTY, FLORIDA, THANKING
COLIN BAENZIGER & ASSOCIATES FOR ITS
OUTSTANDING EFFORTS IN CONDUCTING THE
EXECUTIVE SEARCH FOR THE COUNTY'S NEW
ADMINISTRATOR; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, St. Johns County retained Colin Baenziger & Associates (CB&A) to identify and recommend strong candidates to be the County Administrator;

WHEREAS, CB&A's staff worked diligently to find and produce excellent candidates, and then provided the County Commission with comprehensive materials concerning the candidates' aptitude, experience, background, complete and thorough interviews, references, extensive checks of criminal, civil and financial history, verification of employment and education, and exhaustive reviews of Internet and newspaper archives of these candidates; and

WHEREAS, CB&A's process was completely open, fair and unbiased and was extremely well received by the County Commission, county staff, the press, and the public; and

WHEREAS, the County Commission wishes to express its gratitude to Colin Baenziger & Associates for its efforts on behalf of the county;

**NOW BE IT THEREFORE RESOLVED BY THE COUNTY COMMISSION OF
ST. JOHNS COUNTY, FLORIDA AS FOLLOWS:**

Section 1: Recitals. The preceding recitals are true and correct and are incorporated herein by this reference.

Section 2: Acknowledgement. The County Commission wishes to express its sincere appreciation and gratitude to Colin Baenziger & Associates for its outstanding work and effort in assisting the county in finding its County Administrator.

Section 3: Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of August, 2007.

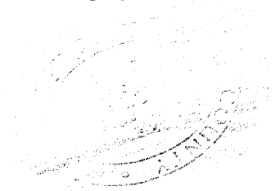
ATTEST: Cheryl Strickland, Clerk

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: Pam Halterman
Deputy Clerk

By: Ben Rich
Ben Rich, Chairman

Rendition Date: 8/23/07



Appendix E

Comments from Dale Martin on CB&A's Vetting Process

Fernandina Observer™

A JOURNAL OF NEWS AND OPINION

Weekly comments from Dale Martin

By Dale Martin, City Manager, City of Fernandina Beach

March 18, 2016 1:00 a.m.

The vetting process employed by Mr. Colin Baenziger following my application to the City of Fernandina Beach was the most thorough review of my career, credentials, and references that I have ever experienced. In the months leading to my appointment here, I was interviewed in several other communities for similar City Manager positions. Despite getting to the interview stage in those communities, none of my references ever indicated to me that they had been contacted. As part of the selection process here, I was required to provide an exhaustive list of references, some very specific, such as my current Town Attorney, auditor, Chamber of Commerce, etc. To the best of my knowledge, every single reference provided was contacted.

The historic information provided to the City Commission for each candidate was extensive. Reading through the older newspaper articles rekindled so many memories- the personalities and issues from earlier days illustrate some peaks and valleys over the past twenty years. It has been a wonderful ride.

Note: Mr. Martin reminisces about his career for the remainder of the article. The full article can be found at:

<http://fernandinaobserver.com/2016/03/18/weekly-comments-from-dale-martin-5/#more-65218>

Proposal to provide Professional Executive Search Services for the Town Manager Position

SEPTEMBER 29, 2023

Provided to Mayor Ashira Mohammed of the Town of Pembroke Park, Florida
By Government Professional Solutions (GPS)



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Overall cost and value of project	19
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September 29, 2023

Mayor Ashira Mohammed
3150 SW 52nd Ave.
Pembroke Park, FL 33023



Dear Mayor Mohammed,

Government Professional Solutions, LLC (GPS), welcomes the opportunity to submit our proposal for executive search services to help the Town of Pembroke Park find and hire the best candidate to serve as its next Town Manager.

GPS offers you a distinct alternative to the traditional executive search firm. We are a government consultancy comprised of only senior level, former city managers with MPA degrees. Our services are based on best practices built from a combined 30+ years of experience in the public sector and city management. Our firm philosophy is rooted in the highest ethics and integrity, and relationships are at the core of everything we do.

We believe, and hope you will agree, that we are the best partner to guide you through this very important executive search process for several reasons:

-  **Our ability to leverage an extensive network of public officials across the U.S.** Throughout our decades of public service, we have developed and continue to grow long-lasting relationships with countless public executives, managers, and staff.
-  **Our insight into what it takes to be successful in the Public Sector.** As former city managers, we are very familiar with the types of discussions to have and questions to ask of candidates as we have been in those positions ourselves and tackled the same types of opportunities and challenges they most likely will face.
-  **Our commitment to giving you customized and personal service of the highest quality.** GPS Partner, Bret Bauer, will be the only consultant working on this project and will work closely with you to customize a search approach that best serves your specific objectives. This means you know exactly who you are working with from start to finish, that you can count on receiving senior level expertise, and that the process will be seamless.

Bret Bauer prepared this submittal and can be reached by email or phone (info below).
Thank you very much for your consideration of our firm and proposal.

Sincerely,

A handwritten signature in purple ink that reads "Bret Bauer".

Bret Bauer, Partner and Co-Founder
104 Harbor Haven St.
Gun Barrel City, TX 75156
(316) 207-0688
bbauer@governmentpros.com

A handwritten signature in purple ink that reads "Chris Lowe".

Chris Lowe, Partner and Co-Founder
18605 Arrowwood Dr.
Monument, CO 80132
(785) 766-9104
clowe@governmentpros.com



Approach

Government Professional Solutions (GPS) does not operate like most national search firms. Our approach is collaborative, customized, personal, and **relationship based**. As former city managers who have served full-service cities and their elected officials, we understand first-hand how the executive search function must fit within the larger mission of the local government and the community. We are passionate about public service and we know at the core, that means our focus is about getting to know people - those in your community, and those wishing to serve your community.

City managers who know how to hire managers

As former city managers, we know how to get in front of top candidates. We are connected to modern, accomplished manager candidates, both directly and indirectly through our extensive network of public officials. We have worked with many of them as colleagues and have personally networked with them at industry association and other events. We have served with them on boards and held leadership positions in the same organizations. We are connected to them through the university MPA programs. Most importantly, we know both the seasoned veterans AND the young up-and-coming professionals who are highly sought after by cities.

We also know the newsletters, publications, and websites these professional candidates subscribe to because we subscribe to them ourselves, and we understand which sources are trusted most.

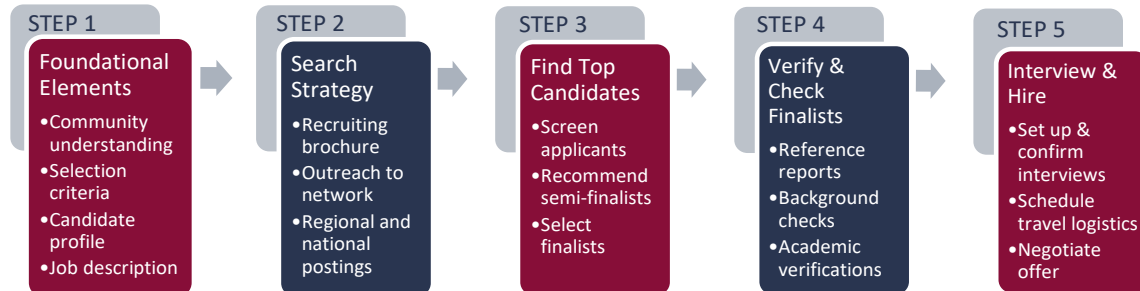
Finally, because of our lengthy and direct experience in the public sector, we are also able to screen candidates quickly and efficiently. An initial conversation by one of our senior level partners quickly yields an accurate assessment of capability and fit. This enables us to focus the majority of our energy and resources on those candidates who have the highest probability of becoming semi-finalists in the search.

A single dedicated senior level consultant by your side

Because our recruitment searches are conducted start to finish by one of our partners, you get an extremely efficient process. A single senior level person dedicated to every step of your project means no gaps or delays in information transfer among multiple staff members and consultants. It means that both you and the candidates get a very direct and responsive line of communication. And, it means you get a level of experience and personal service you know you can count on.

GPS Partner, Bret Bauer, will be the consultant on this project.

GPS will customize a search process that best serves your specific objectives and situation. Below is the general workflow we will follow



STEP 1: DEVELOP FOUNDATIONAL ELEMENTS

Understanding you and the community

The first, and most important step of our process is to spend time getting to know you and your community.

In our experience we have found that too often the process of finding the next leader for an organization is a cookie-cutter process focused on developing a community profile and quickly finding a candidate. As public executives, we understand how important it is to understand your community and to have a complete, professional, and thorough process to find top level talent for your future leaders. That is why we structure time to spend in your community to experience its amenities, economy, people, and infrastructure, and to get to know your organization and community, both individually and as a collective group.

Developing the ideal candidate profile begins with a survey sent to you, Commissioners, and designated staff prior to our first meeting. Members individually complete these surveys to help begin to paint the picture about what you want to see in your next Town Manager.

We then meet on-site with you, the Commission, and designated staff to discuss the required background, professional experience, and management and leadership characteristics for your position. We work with you to thoroughly understand (or help identify) the position's requirements, current challenges, strategic priorities, and expectations.

Information obtained from these efforts, coupled with our review of any provided resources, is used to prepare selection criteria, a job position (if needed), and a candidate profile, all of which will be approved by you before recruitment begins. Spending time getting these items right is critical to ensuring an efficient and effective process to follow.

Timeframe:

1 week

Deliverables:

Community understanding

Selection criteria surveys

Job position

Candidate profile

STEP 2: DESIGN A CUSTOM SEARCH STRATEGY

We work collaboratively with you to develop a comprehensive outreach strategy to notify potential candidates about the vacancy and conduct an open recruitment that encourages applications from a talented and diverse pool of candidates. We will recommend a strategy that includes national, state, regional, and local elements.

Leveraging our network

Central to that strategy is to leverage our extensive network of public officials. Often, we know qualified candidates who are not actively seeking new employment and will not necessarily respond to an advertisement.

One of the tools we leverage is a comprehensive recruitment brochure that can accompany all networking and outreach efforts. This brochure typically includes the candidate profile defined in Step 1, a summary of town challenges and priorities, and information that positions your location as a highly attractive place to live and work. *(Please see example provided in the Appendix)*

Leveraging the ICMA & other professional organizations

From our decades in city leadership and as candidates ourselves, we depend on the International City/County Management Association (ICMA), as do the type of candidates you want for this position. Most managers are members, and it is the first stop for anyone in the industry looking for a new job. As 15-year members of the organization, we are highly familiar with its leadership, processes, and network. ICMA also publishes a monthly magazine, PM, which we often use for advertising.

We use our extensive networks at the state level to ensure we are adequately marketing to in-state candidates through the Florida City & County Management Association.

We value diversity and our recruitment process reflects that. We work with the National Forum for Black Public Administrators (NFBPA) and the Local Government Hispanic Network (an affiliate of ICMA).

Timeframe:

1-2 weeks

Deliverables:

Timeline

Recruitment
brochure

Advertisement

STEP 3: FIND TOP CANDIDATES

Upon approval of the custom search strategy and marketing tools, we promptly begin the search process, starting first and foremost with our network.

Application packets will be received and categorized according to the rating criteria established by you and your team to ensure that the candidate pool has the matching skills and background. You will receive weekly updates on the development of the candidate pool. Information on all applicants will be retained and organized for recordkeeping purposes and will be transmitted to you upon completion.

Timeframe:

5-6 weeks

Deliverables:

Custom
questionnaires

Each candidate submitting an application packet is sent a timely acknowledgement, including an approximate schedule for the recruitment. Throughout the process, communications are maintained with each candidate regarding information about the recruitment progress and their status.

We will screen candidates against the position and criteria defined in Step 1 and recommend a list of 10-15 semi-finalists to you.

Two important tools we use during this process are a candidate questionnaire and a due diligence questionnaire, both customized to your unique position and situation (*please see examples of each in the appendix*). The candidate questionnaire goes to all semi-finalists and provides additional information about their background and experience. The due diligence questionnaire goes only to finalists.

We also ask semi-finalists to engage in video storytelling where they are given an opportunity to tell us about their journey in public service. This is intended to help us, and you better assess who they are as people and as leaders. This approach can help in developing a more comprehensive understanding of the candidate's ability to think on their feet as well as their personal and professional demeanor.

We will provide you with a semi-finalist report that includes copies of all marketing media, the master applicant list, as well as a cover letter, resume, completed questionnaire, and videos (if used) for each semi-finalist.

From there, we will review semi-finalist information with you and ask you to select finalists for interviews.

10-15 semi-finalist recommendations

Timely and regular communications to candidates

Regular updates to you and your team

Semi-finalist report

STEP 4: VERIFY AND CHECK FINALISTS

When you approve a group of finalists for on-site interviews, we will begin the process of conducting reference checks, background checks, and academic verifications. A confidential reference report is prepared for each finalist to complete our understanding of his or her management and leadership characteristics and professional work performance.

For the background checks, we will collect information on the candidates in the following areas:



City/County/State Criminal



Federal District Criminal



City/County/State Civil
Litigation



Employment Verification



Federal District Civil Litigation



Judgement/Tax Lien



Sex Offender Registry



Motor Vehicle Driving Record



Educational Verification

Timeframe:

2 weeks

Deliverables:

Reference check results

Background check results

Academic verification results



STEP 5: INTERVIEW AND HIRE

Upon completing the candidate verifications and checks, we will work collaboratively with you to develop the final interview process.

We will provide you with a Final Candidate Report prior to commencement of interviews. This report will include a copy of the recruitment brochure and interview schedule, as well as cover letter, resume, completed questionnaires, and reference/background results for each finalist to be interviewed. It will also include our individual analysis of each candidate compared to the ideal candidate profile developed with you (e.g., our evaluation of minimum professional qualifications, responses to questionnaires, etc.). *Note: A minimum of one week is required to develop the packet of information for your review once finalists have been identified.*

Accompanying the final report will be guidelines for interviewing the finalists, suggested interview questions, and a customized interview grading tool for your interview panel(s). We will attend finalist interviews to support continuity of the process.

We will work with you to develop an interview process that is thorough and inclusive of your organization and community. Successful options we have used in the past include: a community meet and greet (this allows community members, elected officials, and staff to meet and visit with the finalists), community interview panel to serve as one of the events for finalists during the in-person interview process, and/or a community dialogue event.

*Additional options available to you are:



Participation in deliberation of candidates.



Assistance with developing a compensation package and related employment considerations.



Assistance with employment agreement negotiation.

Finally, we will notify candidates of the final decision and will confirm final process close out items with you.

Timeframe:

2-3 weeks

Deliverables:

Interview and travel itinerary schedules

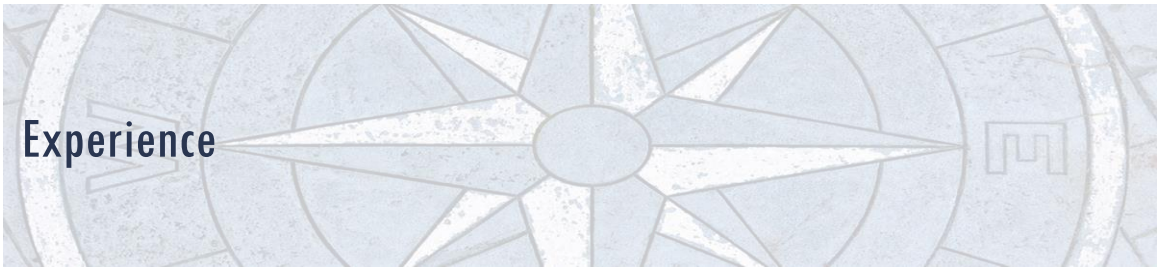
Final Candidate Report

Interview guidelines

Suggested interview questions

Interview grading tool

Candidate notifications



Experience

30+ years combined experience in city management

GPS is comprised of only senior level, former city managers with MPA degrees. Our partners share a passion for serving the public and bring a combined 30+ years of experience in leading communities. Their public service careers include serving as City Manager, Town Manager, and Assistant City Administrator throughout the country.

Resumes of Partners, Bret Bauer and Chris Lowe, are included in the appendix. Bret Bauer will be the consultant assigned to this project and will execute all tasks involved. No outside consultants are expected to be used.

17 years of successful recruiting history

RECENT RECRUITMENTS

City Administrator-Grand Island, NE
Public Utilities Dir.-Grand Island, NE
Public Works Dir.-Grand Island, NE
Town Manager-Prosper, TX
City Manager-Janesville, WI
City Manager-La Grange, TX
Public Utilities Director-DeSoto, TX
Library Director-DeSoto, TX
Chief of Police-Hutto, TX
Town Administrator-Elizabeth, CO
Public Works Director-Hutto, TX

At GPS, we have been conducting executive level recruitments for 17 years. We believe the perspective we bring as former city managers and candidates, combined with the principled approach we developed based on decades of combined experience, enables us to help you find and hire the right candidate for the job the first time around.

As former city managers, we are very familiar with the types of discussions to have and questions to ask of candidates as we have been in those positions ourselves and tackled the same types of opportunities and challenges they most likely will face.

More than an executive search firm

GPS was founded with one central objective: to use our industry experience and decades of public service to help cities and counties improve their communities. Since 2006, GPS Partners Bret and Chris have been expanding their government experience and network in cities across the country to position themselves to be the best trained public servants available to serve cities and counties on a diverse range of projects, challenges, and opportunities.

Our breadth of services includes:

- Executive Search
- Budgeting
- Human Resources (Class & Comp. Studies)
- Leadership Development
- Strategic Planning
- Project Management (Interim Services)

The compass in our logo depicts our goal of providing guiding direction to our public clients and we strive to be a steady partner throughout that journey. We firmly believe in the value of **trusted relationships**, and want to be your **trusted partner**, not just another vendor.

The GPS Guarantee

While others in the industry may offer a 1-year guarantee, we are confident in our process, and offer a 18-month guarantee against resignation or termination for any reason. Any subsequent search will be done for actual cost.

“Government Professional Solutions (GPS and specifically Bret Bauer exceeded my expectations during our search for a new Town Manager. Bret Brought years of experience in municipal government as well as a vast network of potential candidates to the search. Not only did he accomplish the task, he did it in a professional, expeditious and cost effective method. His attention to detail and clear sense of the urgency of the need was critical to our council and to the candidates. I strongly recommend GPS and will utilize them if needed in the future.” – David Bristol, Mayor of Prosper, Texas

Demonstrated ability to complete a thorough and detailed report

We hope the steps outlined in the Approach section of this proposal have demonstrated that our process is highly thorough and detailed. Additionally, we trust the background, experience, and reputation presented about our firm, and in particular the partner assigned to this project, Bret Bauer, have demonstrated the accountability and integrity we bring to this important effort.

Likewise, we are confident the final candidate reference report we provide to you will be comprehensive and detailed, and will equip you with everything you need to carefully and thoroughly interview final candidates and make a sound and supported final decision. The report will include:

Information on each finalist:

- ✔ Cover letter and resume
- ✔ Completed questionnaires
- ✔ Reference/background results
- ✔ GPS analysis/evaluation
- ✔ Video Storytelling (if used)

Additional supporting information:

- ✔ Recruitment brochure
- ✔ Interview schedule
- ✔ Interview guidelines
- ✔ Suggested interview questions
- ✔ Customized interview grading tool

References

Owner/address/telephone contact	City of Grand Island, NE /Aaron Schmid, Director of Human Resources 100 East First Street, Grand Island, NE 68801 (308) 385-5444, aarons@grand-island.com
Project name	Executive recruitment for Public Utilities Director
Project description	Performed national executive recruitment services to recruit for a Public Utilities Director to be a part of Grand Island's Executive Team.
Position or capacity on the project	GPS Partner, Chris Lowe, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	City of Grand Island, NE /Aaron Schmid, Director of Human Resources 100 East First Street, Grand Island, NE 68801 (308) 385-5444, aarons@grand-island.com
Project name	Executive recruitment for Public Works Director
Project description	Performed national executive recruitment services to recruit for a Public Works Director to be a part of Grand Island's Executive Team.
Position or capacity on the project	GPS Partner, Chris Lowe, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	City of Grand Island, NE /Aaron Schmid, Director of Human Resources 100 East First Street, Grand Island, NE 68801 (308) 385-5444, aarons@grand-island.com
Project name	Executive recruitment for City Administrator
Project description	Performed national executive recruitment services to recruit for a City Administrator to be a part of Grand Island's Executive Team.
Position or capacity on the project	GPS Partner, Chris Lowe, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	Town of Prosper, TX / David Bristol, Mayor 250 W. First Street, Prosper, TX 75078 (972) 965-0446, dbristol@prospertx.gov
Project name	Executive recruitment for Town Manager

Project description	Performed national executive recruitment services to recruit for a Town Manager to be a part of Prosper's Executive Team.
Position or capacity on the project	GPS Partner, Bret Bauer, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	City of Janesville, WI / Paul Benson, Council President 18 N. Jackson Street, Janesville, WI 53548 (608) 352-8010, bensonp@ci.janesville.wi.us
Project name	Executive recruitment for City Manager
Project description	Performed national executive recruitment services to recruit for a City Manager to be a part of Janesville's Executive Team.
Position or capacity on the project	GPS Partner, Chris Lowe, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	City of La Grange, TX / Jan Dockery, Mayor 151 S. Banner Street, Elizabeth, CO 80107 (979) 968-5805, citysecretary@cityoflg.com
Project name	Executive recruitment for City Manager
Project description	Performed national executive recruitment services to recruit for a City Manager to be a part of La Grange's Executive Team.
Position or capacity on the project	GPS Partner, Bret Bauer, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	City of DeSoto, TX / Brandon Wright, City Manager 211 East Pleasant Run Road, DeSoto, TX 75115 (972) 230-9644, bwright@desototexas.gov
Project name	Executive recruitment for Public Utilities Director
Project description	Performed national executive recruitment services to recruit for a Public Utilities Director to be a part of DeSoto's Executive Team.
Position or capacity on the project	GPS Partner, Bret Bauer, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	City of DeSoto, TX / Brandon Wright, City Manager 211 East Pleasant Run Road, DeSoto, TX 75115 (972) 230-9644, bwright@desototexas.gov
Project name	Executive recruitment for Library Director
Project description	Performed national executive recruitment services to recruit for a Library Director to be a part of DeSoto's Executive Team.
Position or capacity on the project	GPS Partner, Bret Bauer, served as Project Manager for this recruitment

Related litigation, administrative proceedings, or claims	None
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Owner/address/telephone contact	City of Hutto, TX / Stacy Schmitt, Assistant to the City Manager 500 West Live Oak Street, Hutto, TX 78634
Project name	Executive recruitment for Chief of Police
Project description	Performed national executive recruitment services to recruit for a Chief of Police to be a part of Hutto's Executive Team.
Position or capacity on the project	GPS Partner, Bret Bauer, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	Aubrey Municipal Development District, Aubrey, TX / Jesse Auer, President 107 S. Main Street, Aubrey, TX 76227 (940) 440-9343, jauer@aubreytx.gov
Project name	Executive recruitment for Executive Director
Project description	Performed national executive recruitment services to recruit for a Executive Director to be a part of Aubrey's MDD Team.
Position or capacity on the project	GPS Partner, Bret Bauer, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	Town of Elizabeth, Colorado / Megan Vasquez, Mayor 151 S. Banner Street, Elizabeth, CO 80107 (303) 646-4166, megan.vasquez@townofelizabeth.org
Project name	Executive recruitment for Town Administrator
Project description	Performed national executive recruitment services to recruit for a Town Administrator to be a part of Elizabeth's Executive Team.
Position or capacity on the project	GPS Partner, Chris Lowe, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	City of Hutto, Texas / Warren Hutmacher, City Manager 500 W. Live Oak Street, Hutto, TX 78634 (512) 759-4015, warren.hutmacher@huttotx.gov
Project name	Executive recruitment for Public Works Director
Project description	Performed national executive recruitment services to recruit for a Public Works Director to be a part of Hutto's Executive Team.
Position or capacity on the project	GPS Partner, Bret Bauer, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	City of Hutto, Texas / Warren Hutmacher, City Manager 500 W. Live Oak Street, Hutto, TX 78634 (512) 759-4015, warren.hutmacher@huttotx.gov
Project name	Executive recruitment for Chief Financial Officer
Project description	Performed national executive recruitment services to recruit for a Chief Financial Officer to be a part of Hutto's Executive Team.
Position or capacity on the project	GPS Partner, Bret Bauer, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Testimonials

*"When we needed to hire a search firm for our next City Manager, our HR director recommended several firms. What initially attracted me to GPS was their track record of working with communities of different sizes and different areas of the country. We really wanted to find the best candidate and didn't want to limit ourselves. Next, I really loved that the two partners were both former city managers and had been through this process before on the other side. Chris and his team at GPS exceeded my expectations. First, they worked with us to create a process that worked for our City Council. They were very organized and kept us up to date on their work. Then they brought us a really strong group of candidates. And when I compared our candidate pool to some other local communities who were also going through the hiring process, I was very impressed. Finally, when it came to do the interviews and final negotiations, Chris's expertise and advice was instrumental. He helped us hire the right person and served as a liaison to make the negotiation process go more smoothly. **I give Chris and GPS the absolute highest recommendation.**" - Paul Benson, Council President of Janesville, Wisconsin*

*"Government Professional Solutions (GPS) and specifically Bret Bauer exceeded my expectations during our search for a new Town Manager. Bret brought years of experience in municipal government as well as a vast network of potential candidates to the search. Not only did he accomplish the task, he did it in a professional, expeditious and cost effective method. His attention to detail and clear sense of the urgency of the need was critical to our council and to the candidates. **I strongly recommend GPS and will utilize them if needed in the future.**" - David Bristol, Mayor of Prosper, Texas*

*"As a Trustee of the Town of Elizabeth, Colorado, I am pleased and honored to write on behalf of Chris Lowe and his partner, Bret Bauer, of Government Professional Solutions. GPS was chosen to conduct the search effort for a permanent Town Administrator who could restore confidence for the staff and the community within an atmosphere of doubt. The decision to engage Chris and Bret was easy, given their individual backgrounds in city management and boots on the ground experience. Almost immediately upon their selection, our currently serving Interim Administrator accepted a permanent position closer to his home, and the Town was once again without daily leadership. Chris offered GPS' services to serve in this role while they continued the search for a permanent Administrator. My personal view is that this was an unexpected blessing, as in this way Chris could not only utilize his professional expertise in the search effort but would also come to know the subtle nuances of our Board, the organization, and the community to identify the perfect pool of candidates. Additionally, the Board engaged GPS to conduct the search effort to fill the vacant position of Community Development Director. **Chris led us on a remarkable journey of discovery as to how to function at our highest level as a Board of Trustees, beginning with a series of strategic planning workshops to identify first: who we are as a community; and secondly: what are the values we embrace and how can we best preserve and protect them.***

Chris allowed us to explore myriad ideas while sharpening the focus on how those ideas reflect our values and goals. Never had we participated in such an important exercise, and the experience established unity and helped build consensus among Board members that had earlier struggled with distrust and dissonance. Chris and Bret shepherded us through the process of evaluating the many highly qualified candidates they attracted for us to consider, and we selected someone whom I believe will be not only a neighbor but an exceedingly engaged contributor serving our community of residents and business owners. This of course signaled a conclusion to the tremendously productive time spent with Chris, but it is my hope that we will maintain our relationship with future engagements, especially with respect to strategic planning and budget workshops that were invaluable and frankly life-changing for our Board and staff. **I wholeheartedly recommend Government Professional Solutions for their firsthand professional expertise and experienced understanding of the unique challenges facing municipalities. They truly create the solutions needed for those striving to do their best for the communities in which they serve.**" - Tammy Payne, Trustee of Town of Elizabeth, Colorado

"Chris Lowe, with Government Professional Solutions, was **professional, enthusiastic, and showed great dedication to the Town's search for their next Town Administrator**, while taking on the role as the Interim Town Administrator. He provided team management skills and a hands-on approach to ensure the sustainability of the town, staff and board." - Megan Vasquez, Mayor of Town of Elizabeth, Colorado

"I'm writing this letter of recommendation on behalf of Bret Bauer, Partner & Co-Founder of Government Professional Solutions ("GPS") who I have had the pleasure of working with over the past 7 months related to our Chief Financial Officer placement with the City of Hutto, and our most recent placement for a Director of Public Works & Engineering. Bret (along with his colleague Chris Lowe) have been extremely thorough with the recruitment process from inception to negotiating and extending the offer. **Bret's experience of serving in city management roles has been extremely beneficial, as he understands the needs of city government experience for these types of placements, which is most valuable during the screening process.** This streamlines my time as the City Manager to focus on City issues, as I know we are in good hands, as Bret takes the time needed to figure out exactly the type of background and personality we are in search of for any given position, and only presents those top-notch candidates meeting our criteria. GPS creates the hiring brochure, which is necessary to initially attract potential candidates, and is meticulous in their overall screening process and always carves out time to answer any questions I might have during the process. They have great attention to detail, and a great pool of candidates. This is the reason I have continued to use GPS for other placements within the City of Hutto. **I would highly recommend Government Professional Solutions to any City or Government entity looking to recruit for executive-level positions.**" - Warren Hutmacher, City Manager of Hutto, Texas

"As the former mayor of Gun Barrel City, Texas, it was my pleasure to work with Bret Bauer, our city manager, for over four years. Bret had the experience and background to immediately work on and solve problem areas within our city infrastructure. It took no time at all for Bret to gain the trust and admiration of the city employees. **Cities are faced daily with problems that require outside professional help. These professional(s) must have firsthand knowledge of how municipalities operate. Mr. Bauer and Mr. Lowe have that knowledge from their years of working for and with cities. GPS is the company any city can depend on for help when help is needed.**" - Jim Braswell, Former Mayor of Gun Barrel City, Texas

"Effective and efficient government operations is more important than ever. I've known Chris Lowe for over a decade and his ability to improve government services and achieve goals for a community is outstanding. **The consultants with GPS are highly qualified to assist you in solving problems and guiding public decision-**

makers toward the best paths forward for improvement.” - Dave Corliss, City Manager of Castle Rock, Colorado

*“In government, there are two types of leaders; those that are interested in getting the job done, and those afraid to tackle the tough problems. In my twenty plus years of work with governmental entities, I can say that Chris Lowe was among the best and most committed to getting the job done. Chris has a keen ability to find the right tool and the right path to solve a variety of problems, whether negotiation with an employee group, transition of the City to an updated or automated process or responding to a politically charged community issue. Strength of character and integrity are hallmarks of how Chris approaches his work. His research and presentations to elected officials are thorough, data driven, and effective. I have watched him build consensus around difficult problems and implement solutions that have carried his communities forward through tough challenges. **If your community has a problem in search of a solution, Chris Lowe can navigate those waters with your organization and help you find your port in a storm.**”* - Douglas B. Harris, City Attorney, Harris, Harris, & Sommer, LLC

“I had the pleasure to offer Chris Lowe the position as City Administrator for Baldwin City, Kansas early on in my term as Mayor. I felt that the experiences and energy that he could bring to our community would be extremely impactful, but I had no idea on how impactful it would ultimately be. Chris was so eager to learn so much about our community. He jumped into our utility enterprise, which included electrical generation as well as water and wastewater treatment. He handled all the challenges that those entities bring to City Management, very effectively. He developed personal relationships that last to this day. He built and developed a great team of professionals that carried out the combined vision that he and the City Council had for the community. One can drive around our community and in a very short distance, can see the enormity of the projects that have Chris’s imprint. When you communicate the vision to Chris, you can be assured that he will bring that vision to life. He also is a consensus builder and works effectively to build relationships with other governmental agencies. I am proud that we had Chris in our community and so proud of the work he led to make our community even better.” - Ken Wagner, Former Mayor of Baldwin City, Kansas

*“Chris Lowe has the unique ability to identify and attract key individuals in any organization and knows how to best utilize their skills to achieve the best results possible. His outstanding leadership abilities are very well-suited for any team environment, and he is a proven leader in all areas of municipal government. **I highly recommend Chris and his team to lead and guide any community forward through the unique problems that constantly present themselves.**”* - Jeff Kaiser, Former Mayor & Trustee, Town of Monument

Agreement to use Town of Pembroke Park contract

GPS is happy to execute a standard contract form provided by the Town or if preferred, we can provide our standard engagement agreement. GPS further acknowledges that our firm maintains, or will acquire, the minimum or greater of the insurance limits required.

Agreement to complete project according to project schedule

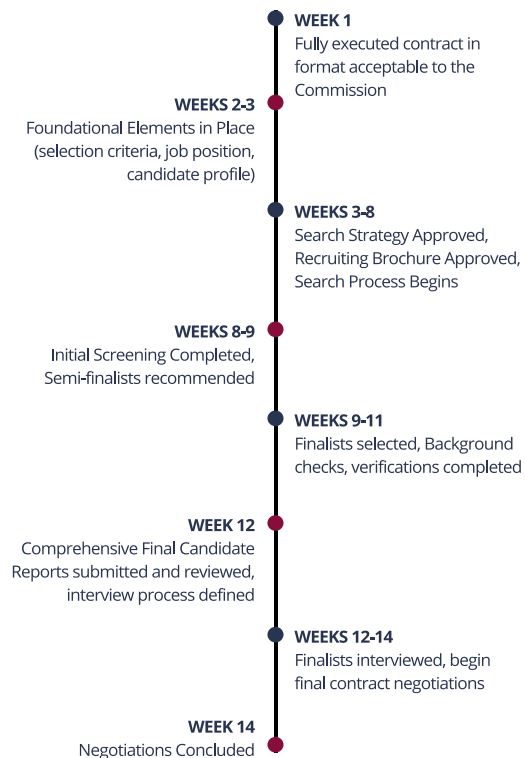
The timeline at right provides a general breakdown of tasks, milestones, and timeframes to support a thorough and successful recruitment process.

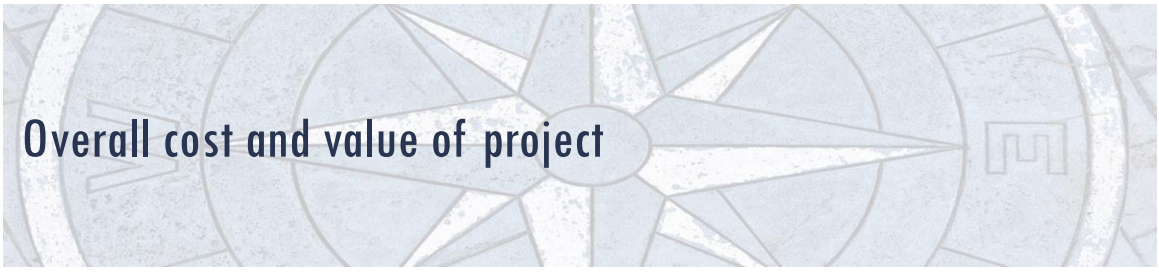
This timeline is a suggestion only and we will work with you to finalize and approve an exact timeline.

SUGGESTED TIMELINE

Town of Pembroke Park Town Manager Executive Search

The Commission will be asked to approve a final timeline before any recruitments begin, the timeline may be lengthened, if so desired





Overall cost and value of project

GPS offers a firm, fixed fee of \$24,500 to conduct a professional executive search, ***which includes all our expenses and costs.***

In other words, the only thing you will pay GPS is the agreed upon fee. This includes costs for professional graphic design, background and academic verification, and consultant travel and expenses. This means the only other costs you will be responsible for are the costs associated with the candidates' (and spouses, if invited) travel, accommodations, and meals for the interview process.

The advantage to you is you know exactly what you will pay and do not have to worry about reviewing costs associated with the project.

We will bill the fee as the phases are completed and according to the following schedule:

- \$14,500 upon execution of contract
- \$7,000 upon selection of group of semi-finalists
- \$3,000 upon completion of negotiations with final candidate

Appendix



Appendix includes:

Sample City Manager search report (Final Candidate Report)

Sample recruitment brochure

Sample questionnaire (candidate and due diligence)

Resumes (Chris Lowe and Bret Bauer)

Certificate of insurance

Final Candidate Report for



Below are the documents in this Final Candidate Report:

- Ideal Candidate Profile
- Recruitment Brochure
- Marketing Media (Job Advertisement)
- Master Applicant List (Selection Grading Criteria Matrix)
- Interview Schedule
- Cover Letter
- Resume
- Candidate Questionnaire
- Due Diligence Questionnaire
- Zoom Video Recording (already provided)
- Background Summary
- Internet Research
- YouTube Research
- Email Correspondence

Town of Prosper, Town Manager
Candidate Profile

The Town Manager shall be someone with confidence borne from expertise and experience in Texas, possessing a calm and approachable demeanor. He/she will have outstanding leadership skills, a management style who can work as an active part of a team, be a strategic thinker and listener, is trustworthy, and dependable. He/she will be a servant leader and always demonstrate honesty, integrity, fairness, and diplomacy. The Town Manager will be friendly, humble, calm and collected, even during chaos, and will desire to immerse themselves in and be a part of this community. Someone who is an expert in being a good person.

The Town Manager will be a motivator who will work collaboratively with staff and empower them. This person will possess a positive and supportive management style who can build staff up. He/she will be the voice for staff with Council and the public. He/she will be respectful of all, mentor, set priorities, provide resources, have high expectations and ensure accountability. This person will encourage teamwork and is comfortable getting in the trenches to get the job done. While this person will be a leader of the staff he/she will also be a hands on project manager.

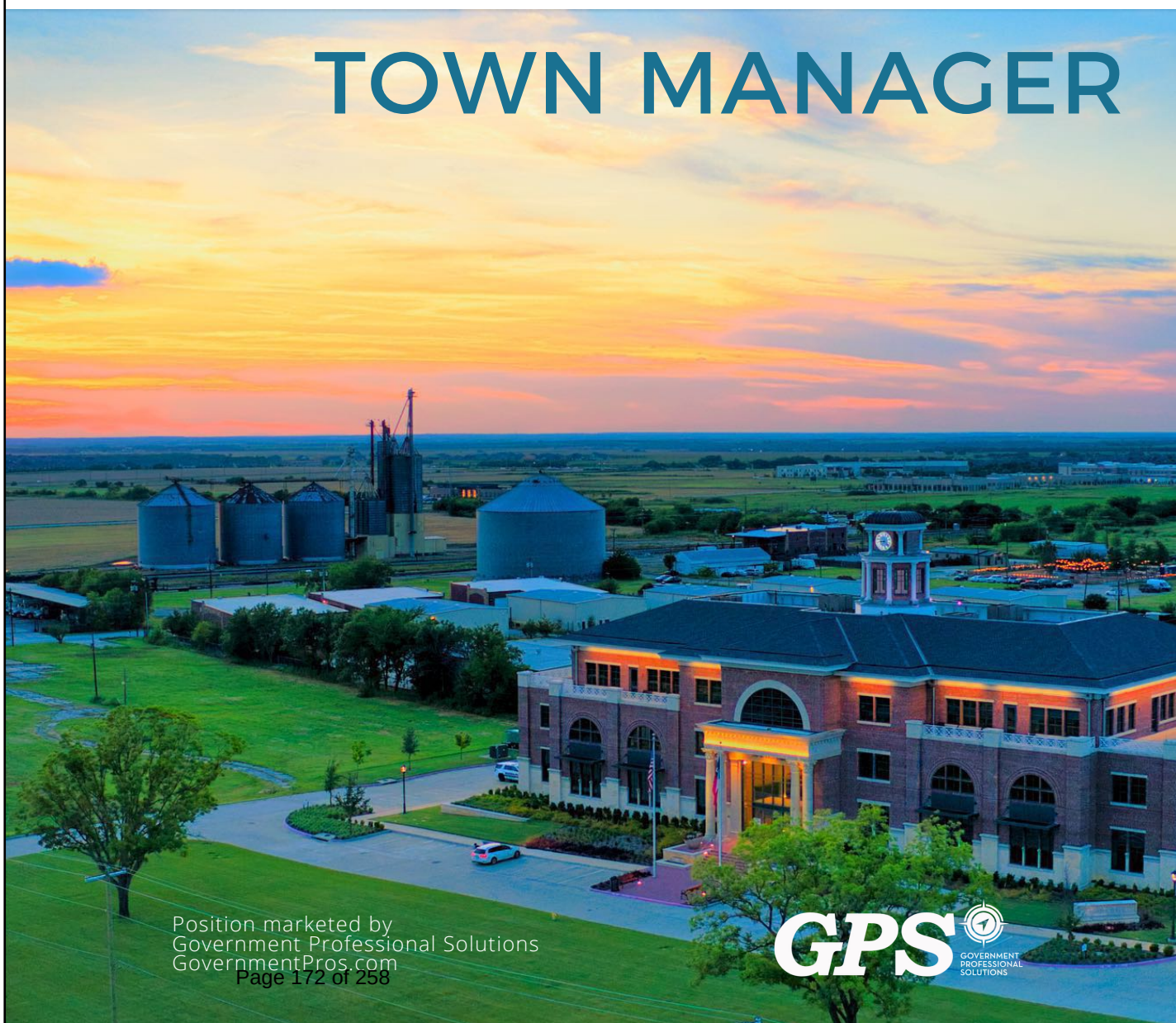
He/she will be professional, but also friendly and outgoing with a sense of humor. This person must have outstanding communication skills, both verbal and written. Will be gifted in making clear and concise presentations to the Town Council and public. The Town Manager must be able to lead and guide the Council without taking sides or playing politics, always providing their best professional recommendations. He/she will have a strong financial and budgeting background and will ensure the financial data is accurate every time, all the time. Experience managing a growth environment in residential and commercial development. Including planning, growing, and meeting infrastructure needs. He/she must have the skills to, in coordination with the economic development, develop, negotiate and implement incentive and development agreements.

The Town Manager will have a Bachelor's degree from an accredited college or university in Public Administration, Business Administration, Public Policy, or related field and a minimum of 7 years of progressively responsible management and supervisory experience as a city/town or county manager for a similar size population base or as an Assistant or Deputy in a larger community. A Master's degree in Public Administration or Business Administration or related field is preferred. Current member of ICMA and TCMA in good standing.



The Town of Prosper, Texas is hiring a

TOWN MANAGER



WELCOME TO THE TOWN OF PROSPER, TEXAS

Community

The Town of Prosper is a fast growing community offering a high quality of life, where neighbors know each other and kids can play in a safe, friendly community.

With its proximity to the Dallas/Fort Worth area, the Town of Prosper has been an especially attractive place to put down family roots for CEOs and executives, and top tech and medical talent. The Town's annual growth rate has been between 9% and 13% for the past five years.

Location

North of Dallas, Prosper is located less than 30 minutes from 2 major airports: Dallas Love Field and Dallas/Fort Worth International. The Town is just 35 miles from Downtown Dallas and 55 miles from Fort Worth. Prosper's land area is 27 square miles.

Demographics

Population: 35,430, with a total buildout projection of 70,000 residents by 2040

	Median Household Income	\$153,777
	Median Earnings/Worker	\$85,560
	Median Housing Value	\$436,600
	Median Monthly Owner Cost with Mortgages	\$2,921/month
	Median Monthly Rent	\$1,482/month
	Owner-Occupied Housing	86.5%
	Prosper Residents with Health Insurance	95.4%

History

The Town of Prosper began as a farming community in Collin County in the early 1900s. In its early years, the town was also a central stop for the railroad between Dallas and Sherman. Prosper was incorporated in 1914 with a population of 500.

Entertainment and recreation

Prosper prides itself on having parks and recreation facilities that promote healthy lifestyles for all ages and enhance property values.

The Town is home to more than 350 acres of park, including open spaces, recreational venues, athletic facilities, and tennis courts. More than 30 miles of hike and bike trails weave throughout Prosper with plans for additional trails.

Frontier Community Park features a major sports complex with lighted natural and turf fields for a variety of sports. Other features include trails, pavilion, concessions, catch and release pond, splash pad, and Windmill Playground.

With Prosper's signature, historical grain silos adjacent to an impressive Town hall, inviting Food Truck Park, and welcoming outdoor space, Downtown Prosper is home to one-of-a-kind boutique stores, restaurants, and services. Downtown Masterplan was recently adopted and is currently being implemented.

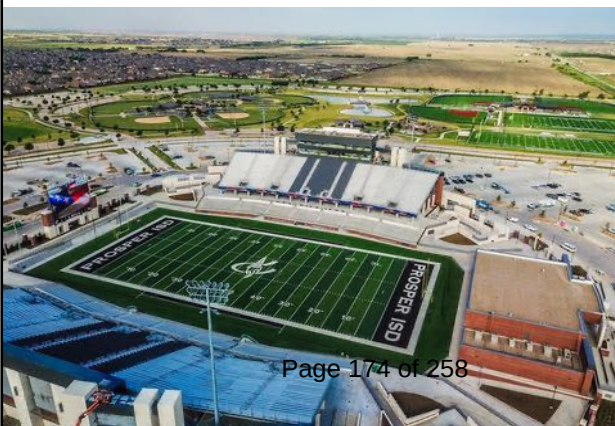
Prosper also offers a wide array of nationally recognized retail stores and restaurants.



Business and Commerce

The Town of Prosper is a fast growing community with a strong pro-business mindset. The area's top employers are:

- Prosper ISD
- Kroger
- Town of Prosper
- Walmart
- Chick-fil-A
- Lowe's
- Cook Children's
- Dick's S.G./Field & Stream
- Longo Toyota
- Texas Health Resources



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Education

Among Prosper residents 25 and older, 58% have earned a Bachelor's degree or higher level of education. Another 27% of the 25+ population have an Associate's degree or at least some college, and 98% are high school graduates.

Most of Prosper's geographic area is located in the boundaries of the Prosper Independent School District (PISD). Prosper ISD is located in both Collin and Denton Counties and serves students living in Prosper, Celina, McKinney, Frisco, and Aubrey.

Prosper ISD is a top rated public school system, ranking #10 on *Niche.com's* 2023 Best School Districts in Texas. As an accredited district, PISD develops and graduates motivated, academically prepared individuals with the strength of character to make contributions to a rapidly-changing society through an educational system that maintains high expectations, provides quality instruction, and establishes a safe, orderly learning environment.

Prosper ISD continues to be one of the fastest-growing school districts in Texas. In 2021-2022, the district had more than 22,000 students and more than 2,600 staff members serving 14 elementary schools, 4 middle schools, and 2 high schools. By buildout, the district is expected to have 28-30 elementary campuses, 9-10 middle schools, and 4-5 high school campuses.

Support for Prosper ISD is strong. A school bond election in May 2019 was approved by 85% of those who voted. The majority of the \$1.337 billion bond – specifically 84% – funds the building of new school facilities.

Prosper ISD is among only 250 school districts in the United States and Canada, and only 17 school districts in the State of Texas named to the College Board AP District Honor Roll. 29 Advanced Placement (AP) courses, 20 Pre-AP courses, and 10 dual credit courses are offered at the high school level.

Prosper is home to championship teams, and to Children's Health Stadium. Opened in August 2019, the \$52 million facility houses the football stadium, natatorium, and meeting facilities.

Government

The Town of Prosper is a home rule town with a mayor and six council members who are elected at large for three-year terms. The Town Manager serves as Chief Administrative Officer to Prosper and is responsible to the council.

"Prosper is a place where everyone matters." The Town of Prosper strives to be a place where every resident has a voice, where decisions are made in the best interest of everyone, and where government is open and transparent. The municipal departments each play a role enriching the Town and supporting the residents.

Prosper Community Vision

Prosper is a community committed to excellence. It is a high-quality, family-oriented community maintaining a visually aesthetic open feel with job-producing, economically sustainable commercial development directed to the Town's major transportation corridors, all while maintaining strong fiscal responsibility, and meeting the infrastructure needs of the Town.

Prosper Strategic Vision 2036

- Prosper 2036 has a small town relationship/feeling that is a family-friendly community.
- Prosper 2036 is a beautiful and safe community.
- Prosper 2036 is a high-value residential community with a quaint and cool downtown and a dynamic tollway corridor.
- Prosper 2036 has leisure experiences for all.

Fiscal Year 2021-2022 Budget Highlights

- First year accelerated implementation of \$210 million bond program (\$40 million versus \$21 million)
- \$0.01 decrease in property tax rate
- No increase in utility rates for Town customers
- Continued growth in property tax and sales tax
- Continued staff additions to public safety

Fiscal Year 2022-2023 Appropriations Highlights

- Total Appropriations-Operating Budget: \$95,616,751
- General Fund: \$51,833,412
- Debt Service Fund: \$12,911,163
- Water & Sewer Fund: \$28,112,759
- Drainage Utility Fund: \$2,500,000
- Capital Improvement Fund: \$58,295,000
- Capital Dedication Levy: \$6,700,000

Current Project Highlights

- Many road projects
- Water and sewer infrastructure
- New fire stations
- Downtown Masterplan implementation
- Raymond Community Park and other park projects
- Implementing town-wide ERP systems
- Updating Comprehensive Plan



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Under the direction of the Town Council, the Town Manager serves as Chief Administrative Officer of the Town and oversees the daily operations of the Town. The Town Manager is responsible to the Town Council for administration of all the affairs of the Town, with only those exceptions that are named in the Town Charter. Example duties include:

Town Council

- Attend all Town Council meetings, with the right to take part in discussion.
- Keep Town Council fully advised as to financial conditions and future needs, and make recommendations.
- Prepare agenda items for, and give presentations to Town Council and Boards and Commissions.
- Inform Town Council of all work-related activities.

Administration

- Direct and supervise administration of 347 total number of town employees, all departments, offices, and agencies, except as otherwise provided by law or the Town Charter.
- Consult and direct all Town employees in solving administrative and operational problems, and developing and implementing changes in organizational structure, policies, or procedures to meet operational and fiscal goals.
- Make reports concerning the operations of Town departments, offices, or agencies.

Economic Development

- Develop and negotiate Town economic development agreements as needed in coordination with the Prosper Economic Development Corporation.
- Oversee, through various departments, construction projects designed to enhance Town infrastructure effectiveness and support economic development projects.
- Promote Town programs, activities, services, and business opportunities.

Financial

- Oversee preparation of and recommend the annual budget and capital program, and administer the budget as adopted.
- Administer operating and capital budget duties, including establishing policies for carrying out budget directives and reviewing operating and capital budgets periodically to analyze trends.

- Assure Town operations are performed within budget; prepare cost control activities; monitor revenues and expenditures to assure sound fiscal control; and ensure efficient use of Town budget funds, personnel, materials, facilities, technology, and time.

Human Resources

- Appoint, suspend, and remove all Town employees and appointive administrative officers, except as otherwise provided by law.
- Provide guidance and support to all departments regarding employee development and furthering the organizational culture of the Town.

Planning

- Develop long and short-range plans for all Town operations.
- Identify more efficient and effective ways of accomplishing Town service delivery.
- Plan, coordinate, and direct the work of Town departments through delegation of authority and responsibility to department executive directors and directors.

Policy and Procedure

- See that all state laws and Town ordinances are effectively enforced.
- Review applicable federal, state, and local laws, ordinances, and regulations for compliance and make recommendations.
- Administer policies and procedures within the Town and ensure that appropriate linkages exist between budget goals, purchasing procedures, and funding limitations and service levels adopted to meet specific departmental and Town Council goals.
- Adhere to personnel, safety, and other policies and procedures.

Public Relations

- Develop positive relationships and coordinate Town affairs with federal, state, and local entities and agencies, civic and private groups, and residents.
- Working with staff, respond to and resolve resident and development inquiries and concerns and negotiate and resolve controversial issues.

THE IDEAL CANDIDATE

PROSPER, TEXAS | TOWN MANAGER

- Bachelor's degree from an accredited college or university in Public Administration, Business Administration, Public Policy, or related field required (Master's degree preferred).
- Minimum seven years experience of progressively responsible management and supervisory experience as a city/town or county manager for a similar size population base, or as an Assistant or Deputy in a larger community.
- Current member of International City/County Management Association (ICMA) and Texas City Management Association (TCMA) in good standing.
- Strong financial and budgeting background with ability to ensure financial data is accurate every time, all the time.
- Strategic thinker.
- Experience managing a growth environment in residential and commercial development, including planning, growing, and meeting infrastructure needs.
- Skills to develop, negotiate, and implement incentive and development agreements (in coordination with economic development).
- Gifted at making clear and concise presentations to Town Council and the public.
- Outstanding communication skills, both verbal and written.
- Outstanding leadership skills.
- Servant leader who always demonstrates honesty, integrity, fairness, and diplomacy.
- Motivator who works collaboratively with and empowers staff.
- Positive and supportive management style that builds staff up, is respectful of all, provides mentoring, sets priorities, provides resources, has high expectations, and ensures accountability.
- Hands-on project manager who encourages teamwork and can work as an active part of a team.
- Able to lead and guide Town Council by providing options and building consensus; always providing the best professional recommendations.
- Calm and approachable demeanor, active listener, and remains cool and collected.
- Trustworthy and dependable.
- Professional, while also friendly and outgoing with a sense of humor.
- Desire to immerse oneself in and be a part of the community.

HOW TO APPLY

Compensation: Annual base salary will depend on qualifications but is expected to be in the range of \$230,000 to \$260,000. Position also includes a car allowance, TMRS with a 2 to 1 match as well as a generous contribution to a health, dental, vision, and life insurance package.

To apply, please email your cover letter and resume in .pdf format by Friday, November 18, 2022, 5 pm CST, to bbauer@governmentpros.com. Position is open until filled. Faxed and mailed submissions will not be considered. Direct questions to Bret Bauer at 316-207-0688 or bbauer@governmentpros.com.

For additional information about the Town of Prosper, please visit:

ProsperTX.gov

Facebook.com/prosperTX
.gov

ProsperEDC.com

Prosper-isd.net

The Town of Prosper is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, national origin, sex, age, disability, genetic information, or any other status protected by law or regulation. It is the Town's intention that all qualified applicants be given equal opportunity and that selection decisions are based on job-related factors.

Town of Prosper, Texas
Town Manager

The Town of Prosper is a fast growing community offering a high quality of life, where neighbors know each other and kids can play in a safe, friendly community.

With its proximity to the Dallas/Fort Worth area, the Town of Prosper has been an especially attractive place to put down family roots for CEOs and executives, and top tech and medical talent. The Town's annual growth rate has been between 9% and 13% for the past five years.

The Town Manager is responsible to the Prosper Town Council for maintaining and operating the Town in a professional manner and administration of all Town affairs. This position manages and directs the day-to-day operations of the Town based on the ordinances and policies established by the Town Council. The Town Manager oversees operation of the Town's departments, including Building Inspection, Communication & Community Engagement, Economic Development, Engineering, Finance, Fire, Health & Code Compliance, Human Resources, Library, Municipal Court, Parks & Recreation, Planning, Police, Public Works, Purchasing, Stormwater Management, Town Secretary, Utility Billing/Trash & Recycling, and Water Conservation. This position is responsible for a \$95.6M operating budget.

This position also works closely with community members, local school members, and is highly visible at community events.

Please use the following link to apply: [Please Click Here to Apply](#)

For more information about this position, please reach out to Bret Bauer, GPS Partner at bbauer@governmentpros.com
(316) 207-0688

Town of Prosper, Town Manager Candidate Selection Criteria (Matrix)

Evaluator: Bret Bauer

Scoring: 1-10 with 10 being the highest
Categories are weighted & equal 100

	Experience: Relevance of previous management experience & success with a similar organization	Education: Relevant Education and/or Training	Philosophy & Approach: Candidate's ability to manage and implement Council objectives	Accomplishments: Previous accomplishments demonstrating leadership, teamwork, empowering staff & innovation	Versatility: Broad organizational knowledge (including budgeting, managing growth & economic development, strategic planning & leadership development)	Longevity: Candidate's previous record of serving an organization long-term	Presentation: Candidate's overall resume/application approach (organization, legibility, literacy)	TOTAL SCORE	Semi-Finalist	Finalist
	(25%)	(15%)	(20%)	(10%)	(20%)	(5%)	(5%)			
	6.0	10.0	7.0	7.0	7.0	6.0	10.0	7.45		
	5.0	9.0	5.0	6.0	6.0	6.0	10.0	6.40		
	0.0	10.0	3.0	4.0	3.0	3.0	9.0	4.10		
	8.0	10.0	8.0	8.0	8.0	7.0	10.0	8.45		
	0.0	9.0	3.0	5.0	3.0	3.0	10.0	4.10		
	7.0	10.0	7.0	8.0	7.0	9.0	10.0	8.00		
	9.0	10.0	8.0	8.0	9.0	9.0	10.0	8.95		
	7.0	10.0	8.0	7.0	8.0	7.0	10.0	8.05	Yes	Yes
	5.0	10.0	6.0	7.0	5.0	6.0	10.0	6.75		
	4.0	10.0	4.0	5.0	3.0	6.0	10.0	5.60		
	6.0	10.0	6.0	6.0	6.0	5.0	10.0	6.95		
	6.0	9.0	4.0	4.0	4.0	9.0	9.0	6.00		
	8.0	10.0	7.0	8.0	5.0	10.0	10.0	8.00		
	6.0	9.0	6.0	7.0	6.0	7.0	9.0	6.95		
	5.0	10.0	5.0	6.0	5.0	6.0	10.0	6.45		
	0.0	9.0	3.0	4.0	3.0	5.0	10.0	4.05		
	7.0	10.0	8.0	7.0	8.0	7.0	10.0	8.05		
	6.0	9.0	6.0	7.0	8.0	9.0	10.0	7.40		
	5.0	10.0	5.0	5.0	7.0	6.0	10.0	5.60		
	0.0	0.0	0.0	0.0	0.0	3.0	9.0	0.60		
	0.0	10.0	0.0	0.0	0.0	0.0	9.0	2.45		
	8.0	10.0	7.0	8.0	8.0	7.0	10.0	8.30		
	9.0	10.0	8.0	8.0	9.0	8.0	10.0	8.90	Yes	No
	9.0	10.0	8.0	9.0	8.0	8.0	10.0	8.90		
	5.0	10.0	4.0	4.0	3.0	7.0	10.0	5.75		
	7.0	10.0	8.0	8.0	7.0	5.0	10.0	7.95		
	7.0	10.0	7.0	8.0	8.0	10.0	10.0	8.20		
	0.0	9.0	0.0	0.0	0.0	8.0	10.0	2.70		
	9.0	10.0	8.0	8.0	9.0	8.0	10.0	8.90	Yes	No
	9.0	10.0	9.0	8.0	9.0	9.0	10.0	9.10		
	5.0	9.0	5.0	7.0	5.0	6.0	10.0	6.40		
	6.0	10.0	5.0	7.0	6.0	9.0	10.0	7.15		
	5.0	10.0	6.0	5.0	6.0	6.0	10.0	6.60		
	0.0	10.0	0.0	2.0	0.0	5.0	9.0	3.00		
	7.0	10.0	7.0	7.0	8.0	8.0	10.0	7.95		
	7.0	10.0	8.0	7.0	8.0	8.0	10.0	8.10	Yes	No
	0.0	9.0	0.0	4.0	0.0	7.0	10.0	3.25		
	5.0	10.0	6.0	5.0	7.0	7.0	10.0	6.80		
	0.0	10.0	0.0	2.0	0.0	4.0	10.0	3.00		
	7.0	10.0	6.0	7.0	6.0	6.0	10.0	7.40		
	8.0	10.0	8.0	7.0	8.0	8.0	10.0	8.35		
	6.0	9.0	6.0	6.0	7.0	9.0	10.0	7.10		
	7.0	10.0	7.0	7.0	7.0	8.0	10.0	7.80		
	0.0	10.0	0.0	5.0	0.0	9.0	9.0	3.65		
	8.0	10.0	8.0	7.0	7.0	8.0	10.0	8.20		
	0.0	10.0	0.0	4.0	0.0	6.0	10.0	3.40		
	0.0	10.0	0.0	4.0	0.0	7.0	9.0	3.40		
	0.0	10.0	0.0	3.0	0.0	5.0	10.0	3.20		
	9.0	10.0	9.0	8.0	8.0	8.0	10.0	8.90	Yes	Yes
	0.0	10.0	0.0	4.0	0.0	6.0	9.0	3.35		
	0.0	10.0	0.0	3.0	0.0	4.0	10.0	3.15		
	7.0	10.0	7.0	6.0	7.0	7.0	10.0	7.60		
	8.0	10.0	8.0	7.0	8.0	8.0	10.0	8.35		
	0.0	0.0	0.0	4.0	4.0	3.0	9.0	1.80		
	9.0	10.0	7.0	8.0	8.0	8.0	10.0	8.60		
	7.0	10.0	7.0	7.0	7.0	5.0	10.0	7.65	Yes	No
	7.0	9.0	6.0	7.0	7.0	7.0	10.0	7.40		
	5.0	10.0	5.0	7.0	6.0	6.0	10.0	6.75		
	6.0	10.0	0.0	7.0	5.0	6.0	10.0	6.10		
	7.0	10.0	7.0	6.0	7.0	7.0	10.0	7.60		
	8.0	10.0	7.0	7.0	7.0	10.0	10.0	8.15		
	9.0	10.0	9.0	8.0	9.0	8.0	10.0	9.05	Yes	Yes
	7.0	9.0	7.0	6.0	7.0	5.0	10.0	7.30		
	5.0	9.0	0.0	6.0	3.0	6.0	10.0	5.20		
	7.0	10.0	8.0	6.0	7.0	7.0	10.0	7.75		
	5.0	10.0	4.0	5.0	4.0	5.0	10.0	5.95		
	6.0	10.0	5.0	5.0	5.0	6.0	10.0	6.55		
	0.0	10.0	0.0	2.0	0.0	5.0	10.0	3.05		
	7.0	10.0	8.0	8.0	8.0	7.0	10.0	8.20		
	9.0	9.0	9.0	8.0	8.0	8.0	10.0	8.70	Yes	Yes
	6.0	9.0	7.0	7.0	6.0	7.0	10.0	7.15		
	0.0	0.0	0.0	0.0	0.0	0.0	10.0	0.50		
	6.0	10.0	6.0	5.0	5.0	6.0	10.0	6.70		
	7.0	10.0	8.0	7.0	8.0	8.0	10.0	8.10		
	3.0	9.0	0.0	2.0	0.0	5.0	10.0	3.60		
	7.0	10.0	6.0	6.0	5.0	6.0	10.0	7.10		
	6.0	10.0	5.0	4.0	5.0	6.0	10.0	6.40		

Town of Prosper, TX

Town Manager Interview Schedule

Friday, January 6, 2023

Meet at Prosper City Hall Lobby - 250 W. First Street, Prosper, Texas 75078

Participating Team Members Meet at 8:30 a.m.

Time	*Town Tour/w Designated Town Staff (Meet @ Town Hall)	**Candidates Lunch/w Town Staff (PD Multi- Purpose Room)	***Presentation Exercise (Town Hall Council Chambers)	Town Council & Staff Presentation Debrief (Town Hall Council Chambers)	****Community Meet & Greet (Town Hall Lobby & Chambers)	*****Council End of Day Debrief (Town Hall Executive Conference Room)
9:00 a.m. - 11:15 a.m.	All Finalists					
11:15 a.m. - 11:30 a.m. Break						
11:30 a.m. - 12:30 p.m.		All Finalists				
12:30 p.m. - 1:00 p.m. Break						
1:00 p.m. - 2:00 p.m.			Finalist A			
2:15 p.m. - 3:15 p.m.			Finalist B			
3:15 p.m. - 3:30 p.m. Break						
3:30 p.m. - 4:30 p.m.			Finalist C			
4:45 p.m. - 5:45 p.m.			Finalist D			
5:45 p.m. - 6:15 p.m.				Staff, GPS		
6:30 p.m. - 8:00 p.m.					All Finalists	
8:00 p.m. - 8:30 p.m.						TC, GPS, ITM

NOTES: * Tour bus and routing planned by Robyn and team; Staff tour guides will be Stuart, Robyn and Hulon. (Bob to do a ride along only)

** Lunch provider / menu...**TBD**; Robyn has lead on coordination.

*** Presentation is to be 20 minutes plus Q&A time; Subject - "Describe the tools, actions and infrastructure required on the part of the Town to prepare the DNT commercial corridor for development."

***Presentations to be recorded by Leigh and posted with to TC SharePoint Site within each candidates folder; post not later than 6:00 p.m.

**** Invitation only; invitees list by TC; e-mail invite to be desinged by Communications team; **e-mail invite to go out NLT December 21st**; candidate spouses invited; use 4 hight top tables in lobby (2) and chambers (2) for the candidates and let invitees move to each area to meet candidates.

*****Michelle - Post meeting with executive session for Town Manager search.

Hotel - OMNI @ The Star; Ron has called Marla for rate / reservation assistance.

Saturday, January 7, 2023

Meet at Prosper City Hall Lobby - 250 W. First Street, Prosper, Texas 75078

Participating Team Members Meet at 8:00 a.m.

Time	Meet/w Town Council (Town Hall Executive Conference Room)	Meet/w Interim Town Manager (Town Manager's Office)	*Candidates Lunch/w Town Council (Town Hall - Community Room)	**Council Interview Debrief (Town Hall Executive Conference Room)	
8:30 a.m. - 9:30 a.m.	Finalist A	Finalist D			
9:45 a.m. - 10:45 a.m.	Finalist B	Finalist A			Finalist A - [REDACTED]
11:00 a.m. - 12:15 p.m.	Finalist C	Finalist B			Finalist B - [REDACTED]
12:30 p.m. - 1:30 p.m.			All Finalists		Finalist C - [REDACTED]
2:00 p.m. - 3:00 p.m.	Finalist D	Finalist C			Finalist D - [REDACTED]
3:00 p.m. - 4:00 p.m.				TC, GPS, ITM	

NOTES: * Lunch provider / menu...**TBD**; Robyn has lead on lead on coordination.

**Michelle - Post meeting with executive session for Town Manager search.

Tuesday, January 10, 2023

Town Council Meeting - Selection of Town Manager

NOTES: Michelle - Post regular meeting with executive session for Town Manager search.

Have employment contract ready for review.

[REDACTED]

November 15, 2022

Mr. Bret Bauer
Co-Founder
Government Professional Solutions

Dear Mr. Bauer:

I am providing this letter and enclosed resume to show my interest in becoming the Town of Prosper Town Manager. I have over twenty-six years of progressive experience in city management, and I believe my background would be a positive fit for the Town of Prosper.

Currently, I am serving as the Nacogdoches City Manager and previously served for over three years as the Deputy City Manager in Denton, Texas and then over eight years as Deputy City Manager for the City of Coppell, Texas. From 2003 to 2009, I worked for the Town of Addison as the Assistant to the City Manager and then Assistant City Manager.

The following are excerpts of why I would be a good fit for Prosper:

- I currently serve as the City Manager in a diverse, full-service city of 33,000 residents that is the County seat and home to Stephen F. Austin State University (SFASU).
- The city budget is \$77 million, with 325 employees. Nacogdoches provides all city services including water, wastewater, and solid waste utilities and a general aviation airport with a flight school for SFASU.
- Prior to Nacogdoches, I served for 24 years in cities located in Dallas-Fort Worth. The most recent was with the City of Denton, which is a fast-growing, full-service, municipality of over 136,000 residents, 1700 employees, and \$1.2 billion operating and capital budget.
- My experience with economic development in fast-growing DFW and delivering excellent city services to a sophisticated and demanding citizenry.
- Years of experience working to bring reinvestment and activities to historic downtowns and working with Main Street and CVB groups.
- My expertise in capital planning and delivery with strategic planning for future growth.
- Working with several Mayors and City Councils over the years and having fostered a cohesive and positive Council-Manager-Staff rapport.
- My resourcefulness and collaboration with the business community, other cities, counties, school districts, universities, non-profits, Councils of Governments, transit authorities, and state agencies.
- Having an enjoyment and personal yearning for civic involvement and volunteerism.
- I deliver organizational excellence by building a city staff that responds with a sense of urgency, is solutions-oriented, is responsive to the City Council and resident's needs.

My philosophy is that municipal service delivery is customer-centric, while promoting a positive organizational culture that cares for each other and fosters professional and personal development.

The challenges cities face is enormous, the high-service demands, economic development growth, and infrastructure needs all with limited resources. I believe that my background working in close knit communities, my personality and work ethic, has prepared me to lead the Town of Prosper into the future.

Enclosed, you will find my resume so that you and the City Council can learn more about my background, work experiences, and qualifications. I welcome the opportunity to discuss further the Prosper Town Manager's position. Please do not hesitate to contact me at [REDACTED]. Thank you for your time and consideration.

[REDACTED]

[REDACTED]

[REDACTED]



SUMMARY OF QUALIFICATIONS

- A purposeful leader with over 26 years of service in municipal government, with twenty-two years of executive/senior leadership.
- An approachable and community-centered person with an emphasis on customer responsiveness.
- An open communicator that has developed an excellent rapport with Mayors & City Council Members, other government policymakers, community, and business leaders.
- Municipal government experience serving in areas including:
 - Budget/Finance -Policy implementation -Public/Private/Non-profit partnerships
 - HR/Employment relations -Parks & Recreation -Public Safety -Communications
 - Organizational leadership -Economic development -Strategic planning
 - Town & Gown relations -Planning & Development -Public Works/Utilities/Engineering
- Exceptional in a collaborative environment with an emphasis on leadership development and mentoring.
- Enjoys spending time with family, physical fitness, a foodie, travel, and music, all with a sense of humor.

PROFESSIONAL EXPERIENCE

CITY MANAGER

AUGUST 2020 - PRESENT

CITY OF NACOGDOCHES, TX (POPULATION 33,000)

- Serving as the Chief Executive Officer for a diverse, full-service organization with 325 employees, \$77 million annual budget.
- One of two City Council appointed employees.
- Provides the direction and leadership for all operational aspects of a complex organization.
- A change agent that develops a culture of excellence for residents, customers, business, and fellow employees.
- The final negotiator for economic development recruitments and retention projects.
- Redirected organization and resources towards City Council priorities and initiatives.
- Advanced the strategic review for long-term development for the city and historic downtown.
- Established an emphasis towards community connectedness and collaboration.

Key accomplishments:

- Directed the concept of establishing organizational core values.
- A fully integrated executive team with positive chemistry and shared leadership model with the CMO.
- Maximized City's financial resources towards re-staffing of key positions in Police, HR, Finance, Engineering, and Planning to enhance operations.
- Refocused resources towards the prioritization for infrastructure investment, neighborhood services, public safety, and quality of life.
- Increased sense of urgency on transparency in staff reporting, delivery of projects, increased citizen responsiveness, and service delivery.
- Negotiated Chapter 380 agreements for a new flight school at the Airport, new housing subdivision, and water park amenities.
- Re-established and fostered positive relationships with community partners: Stephen Austin State University, Nacogdoches ISD, TXDOT, Nacogdoches County, United Way, and Chamber of Commerce.
- Established listening and speaking tours to share city initiatives with the community and city employees.
- Directed the formulation of the City's first Capital Improvement Plan.
- Directed the initiation process for a Comprehensive Land Use Plan and Downtown Master Plan.
- Encouraged the initiation for private investment of downtown buildings and directed the support for evening and weekend entertainment activities.
- Maximized opportunities to re-establish special events with an emphasis towards community spirit and fun.

DEPUTY CITY MANAGER

ASSISTANT CITY MANAGER

CITY OF DENTON, TX (POPULATION 136,000):

APRIL 2019 – AUGUST 2020

MAY 2017 – APRIL 2019

Core Responsibilities include the following:

- Second in charge of a large, fast-growing, full-service, and diverse organization with approximately 1,700 employees and a \$1.2 Billion annual budget.
- Collaborated closely with City Council. Maximized a flow of communication between City Council, CMO, and operating departments.
- Supervised the Water/Wastewater Utilities, Solid Waste, Public Works, Engineering/Capital Projects, Fleet Services, Airport, and Transportation.
- Directed and assisted in the management and oversight of all operational aspects within the city.
- Strategized organizational needs to develop action plans to change organizational culture, enhance service delivery, and correct customer service deficiencies.
- Participated in economic development recruitment and negotiation efforts for major commercial and residential projects within the city.
- Served as the Staff liaison to City Boards and City Council Committees

Key accomplishments:

- Served as a lead in the City's COVID-19 Pandemic response.
- Served as a key participant in the city's largest General Obligation bond program (\$221M) in November 2019.
- Contributed as a negotiator in the city's largest economic development deal: Hunter & Cole Ranch
- Formulated a culture of accountability, customer service, transparency, and a sense of urgency for the city.
- Re-established and fostered positive relationships with key partners: University of North Texas, Texas Woman's University, Denton ISD, North Central Texas Council of Governments, TXDOT, and Denton County.
- Reformatted the Capital Improvement Program into a communicative, understandable, and accountable format.
- Led the negotiations for the Civil Service Meet & Confer agreement between the city and the Denton Police Officers Association.
- Negotiated professional contracts for engineering, architectural services, and pre-construction services.
- Established a Mid-Level Management Development Series that was co-facilitated by City Department Directors.
- Restructured departments to better serve citizens, eliminated duplicative efforts and outdated practices.
- Utilized business-based principles to recommend the elimination of unsustainable programs in Solid Waste.
- Established better relations with downtown businesses and new service delivery models.

DEPUTY CITY MANAGER

JANUARY 2009 – MAY 2017

CITY OF COPPELL, Tx (POPULATION 40,000)

- Served as second in command of a medium-sized, diverse organization that comprises approximately 425 employees and a \$110 Million annual budget.
- Directed all City Departments which included: Human Resources, Engineering/Public Works, Parks & Recreation, Information Services, Finance, Police, Fire, Library, and Planning until July 2012. From July 2012 until May 2017 directed half of the organization with the hiring of a second Deputy City Manager.
- Led and participated in several quality of life and private development projects and efforts within the city.

Key accomplishments:

- Implemented and communicated the Coppel 2030 Vision goals and objectives.
- Advanced the city's re-imaging campaign through the Bold Vision/Big Impact Initiative.
- Resolved citizen complaints and other service issues.
- Collaborated for the successful deployment of a combined public safety dispatch system that serves the Metrocrest cities (NTECC).

Page 2 of 4

- Implemented and deployed several enterprise-wide technology systems.
- Recruited and mentored executive-level employees.
- Recommended and implemented policy directives towards all city operations.
- Collaborated in the sales tax re-authorization referendums.
- Re-engineered the City's Information Technology Department.
- Assisted in the formulation of a combined public safety radio system and fire training facility.
- Spearheaded the City's *Living Well in Coppel* wellness initiative.
- Managed the contract transit services for seniors and disabled citizens.
- Oversaw the successful implementation of city facility and infrastructure construction projects.
- Directed the City's Annual Employee Conference.

ASSISTANT CITY MANAGER/CITY SECRETARY

OCTOBER 2006 TO JANUARY 2009

ASSISTANT TO THE CITY MANAGER

SEPTEMBER 2003 TO SEPTEMBER 2006

TOWN OF ADDISON, Tx (POPULATION 15,000)

- Managed the Parks & Recreation, Visitor Services, Conference Centre, and Municipal Court Departments including the Town's top-rated Internship Program.
- Managed municipal elections, council agenda postings, minutes, and public information requests.
- Coordinated the Addison Citizens Advisory Committee process.
- Developed and managed the Town Manager's and City Council operating budgets.
- Acted as the staff liaison to the Dallas Area Rapid Transit (DART).
- Performed all legislative affairs for the Town.
- Responsible for the bi-annual Citizen Academy program.
- Project manager for public affairs campaign to secure passenger rail service into Addison.

ASSISTANT DIRECTOR – COMMUNITY SERVICES

JUNE 1999 – SEPTEMBER 2003

CITY OF HURST, Tx (POPULATION 35,000)

- Reported to the Deputy City Manager.
- Oversaw the day-to-day functions within the Department.
- Prepared all staff reports for City Council, Library, Historical, and Park Boards.
- Developed and monitored the Community Services Department annual budget.
- Oversaw the Community Development 4B sales tax and miscellaneous project funds.
- Conducted project and contract management for departmental projects.

MANAGEMENT ANALYST

FEBRUARY 1998 TO MAY 1999

INTERIM PURCHASING MANAGER

OCTOBER 1997 TO FEBRUARY 1998

FLEET ANALYST

MARCH 1996 TO OCTOBER 1997

CITY OF CARROLLTON, Tx (POPULATION 105,000)

- Coordinated entire City budget process.
- Conducted reports related to cost accounting, water/sewer rates, and cost of service studies.
- Supervised Purchasing Division staff and operations.
- Developed and managed equipment replacement schedule and coordinated equipment bid specifications and procurement and administered Alternative Fuels Program for compliance.

ADMINISTRATIVE INTERN

JANUARY 1995 – SEPTEMBER 1995

CITY OF LUFKIN, Tx

- Conducted special projects for the City Manager's Office and other departments.

[REDACTED]

EDUCATION

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

PROFESSIONAL AND COMMUNITY ACTIVITIES

Professional Memberships:

- International City/County Management Association (ICMA)
- Texas City Management Association (TCMA)
- East Texas City Management Association (ETCMA)
- Texas Municipal League (TML)

Professional Activities:

- UMANT President (2002); Vice-President (2001); Treasurer (2000); Membership Co-Chair (1999)
- ICMA Workplace Diversity Conference Scholarship Recipient (2001)
- ICMA Emerging Leaders Task Force (2005)
- Graduate of the Senior Executive Institute (SEI) Program at the University of Virginia, July 2006
- ICMA Local Government Management Fellow, Board Member (2006-2019)
- Leadership ICMA Graduate, September 2007
- TCMA Committees: Public Relations, Membership, Mentoring, and Professional Development
- NTCMA At-Large Board Member (2005-07 and 2017-2019)
- 2012 Recipient of the UMANT Joy Sansom Mentor Award
- Participant in the Commandant's National Security Program at the US Army War College, July 2013
- Graduate of the North Texas Commission's Leadership North Texas Class VII
- 2016 Recipient of the Alumnus of the Year University of North Texas, Master of Public Administration

Community Involvement:

- Nacogdoches Rotary Club Member (2020-present)
- Nacogdoches Booster Club Member (2020-present)
- Nacogdoches Charitable Foundation (2021-present)
- Dallas ISD: Site-Based Committee: Anne Frank Elementary, DISD (2003-09)
- Coppell YMCA Board of Managers (2012 to 2017)
- Coppell Rotary Club Member (2010 to 2019)
 - Club Secretary (2012-13), President-Elect (2013-14), President (2014-15)
- Coppell ISD:
 - Mentor to students at Austin Elementary (2011 to 2017)
 - Facilities Visioning Committee: (2015)
 - School Bond Committee: (2015-2016)
 - Band Volunteer: (2016 to 2018)
 - Site-Based Committee: Coppell High School (2016-2018)
- University of North Texas
 - Public Administration Advisory Board (PAAB), Member (2010-2022)
 - Public Administration Advisory Board, Chair (2013-2016)
 - Latino Alumni Network Leadership Group (2019-present)

Candidate Questionnaire

Town Manager

Town of Prosper, Texas



Candidate Information

Full Name (First, Middle, Last): [REDACTED]	Phone/Email Information
Nicknames: N/A	Cell: [REDACTED]
	Home: [REDACTED]
	Email: [REDACTED]

Please answer each of the following questions completely and thoroughly.

1. How many employees and what size budget do you oversee?
There are 325 employees at the City of Nacogdoches.
The current budget size is a total of \$82,357,000.
(Operational funds: \$51,956,000; Capital \$30,401,000)
2. Please explain why you left your last three positions.
I left Addison to become the Deputy City Manager in Coppell. I left Coppell to become the Assistant City Manager in Denton. I left Denton to become the City Manager in Nacogdoches.
3. Are there any gaps in your employment history? *No, there are no gaps in my employment history.*
If so, please explain in detail. *N/A.*
4. What is your proudest professional accomplishment?
Becoming a first-time City Manager in Nacogdoches which is also the community of my undergraduate alma mater and where I chose to get into the city management profession.
5. Briefly describe your experience and skills in developing/maintaining community partnerships.
At every leadership position where I have worked, I have developed a good rapport with the local entities such as the school district, the County, the universities, and Chambers of Commerce. My approach is to learn who are the active groups to engage and reach out proactively to understand their mission, their names and faces, and stay connected. I join civic and business organizations, maintain active memberships, and serve in leadership roles. I serve on various community boards/committees, enjoy volunteering, and speak at events when called upon.
6. Briefly describe your experience and skills in economic and community development.
In Coppell, Denton, and Nacogdoches I have played an influential role in economic development and community development. Each of these communities had different funding structures for these efforts.

Coppell: We relied on sales tax rebates, tax abatements, and land banking for incentivizing economic development. We created a robust tax base as Coppell landed several high-profile businesses in the city. This increased the tax base significantly which leveraged the use of the 4B sales tax for crime control, street maintenance, and parks & recreation amenities. Coppell through the use of land banking created Old Town Coppell which is their version of a small downtown setting with Charleston style homes, a performing art center, a farmer's market, city facilities, a central park, cottage style businesses, and successful restaurants. The 4B sales tax was expanded to allow the full renovation and expansion of the city's park system for active and passive recreation use. I worked directly with the Billingsley Company in the formation and operation of the Cypress Water Municipal Management District which is a 940-acre master planned community of multi-family, retail, office, a lake amenity, and DART rail stop.

Denton: In Denton, we relied on sales tax rebates, tax abatements, tax increment financing (TIF), and impact fee credits for economic development. Staff also incorporated an expedited development review process where developers paid extra fees for a quicker turnaround. We worked closely with UNT and TWU on small area plans to ensure that adjacent neighborhoods were enhanced and protected from student traffic and parking. We boosted historic downtown Denton through the promotion of weekend and evening activities with pubs, restaurants, and the music scene. We worked collaboratively with business owners and the County on a Downtown Master Plan to plan for the future while respecting the historic characteristics of the area and adjacent neighborhoods. A downtown TIF was created to bank revenues for future capital projects which could include a parking garage.

The continual construction on Denton streets and other major roadways such as I-35, SH 380 required staff to work with TXDOT to ensure proactive messaging was clear and timely. As a result, businesses and commuters affected by construction could be informed of travel disruptions. An entire communications plan and team was created just for informing the public and businesses regarding construction. We facilitated a bond committee that reviewed and recommended projects to the City Council. In November 2019, the citizens of Denton overwhelmingly approved a \$221M bond program for street repairs, public safety facilities, and parks.

The city also embarked on a large economic development project by the combining of the Hunter and Cole Ranches into a 6500-acre master planned community. This involved the formation of a municipal management district (MMD) to ultimately build 15,000 single family homes, 5,000 multi-family units, 400 acres of commercial, and 100 acres of industrial developments. We negotiated land banking for the future expansion of city facilities, cash commitments from the developer held in escrow for their pro-rata share of building city facilities, open and recreational space for the public, and guaranteed impact fee rates for utility expansions.

Nacogdoches: In Nacogdoches, the city relies on an economic development fund that has accumulated monies from contributions from the General, Utilities, and Solid Waste funds. The City's economic development efforts are served by the Nacogdoches Economic Development Corporation (NEDCO). NEDCO's President and the City Manager work closely as they occupy office space in City Hall. Nacogdoches does not have a 4B sales tax.

During my time as the City Manager, we have revamped the economic development policies to make it more transparent and protect these funds from unrelated uses. The city negotiated a public private partnership for the creation of a new undergraduate degree aviation program between the city and the airport, with Stephen F. Austin State University, and HCH Aviation LLC to build a state-of-the-art hangar, purchase multiple planes, and a simulator. The city created a housing incentive program to encourage single family development by offering a rebate for each home built after the City issued the certificate of occupancy. The program is zero-risk to the city and designed to bridge the cost gap of public infrastructure that serves the development. The city renegotiated a past incentive agreement with a

water park operator to ensure that performance measures were incorporated to guarantee amenities are built as promised to the public. We are currently in three-way negotiations with a large land owner in the County to voluntarily annex so that a prospective industrial user can obtain city utilities for their future development. This development deal once completed will be a major contributor to the City's tax base and a large utility user.

Upon my arrival in late 2020, the staff has embarked on strategic community planning and investing in infrastructure for the future. The city is currently working on an update to the Comprehensive Land Use Plan and Downtown Master Plan. The Comp Plan scope is also comprised of an Interstate 69 corridor study and housing analysis. The Downtown Plan will ensure that the historic downtown is preserved while taking a critical look at housing, pedestrian access, landscaping, traffic flows, parking, lighting, and other infrastructure needs. The city is very fortunate to have the Hotel Fredonia, a full-service hotel, as an anchor in Downtown. The hotel has been successful from its complete renovation as a result of the Qualified Hotel Project incentive program that allows the city's portion of the hotel tax and the state's hotel tax and sales tax to be rebated to the hotel for a 10-year period.

Over the course of the last 18 months, the city created its first Capital Improvement Program that identified a full review of its capital needs for the next 10-12 years. The City Council held several dedicated workshops to review this material in preparation to address deferred infrastructure investments. The plan is a proposed General Obligation bond program in November 2023 and the issuance of revenue bonds in 2024.

7. Briefly describe your experience and skills in preparing, monitoring, and adhering to a budget.

My entire career in city management has involved working with the budget. In the executive roles I have had over the past 16 plus years, I have relied on the finance and/or budget staff to organize and coordinate the budget. We have established internal service funds to address fleet and other capital equipment needs. While budgeting is done on an annual basis, it is imperative to financially plan 3-5 years into the future. This demonstrates the long-term effects of decisions especially given the stringent revenue caps for cities.

Based on the priorities set by City Council, I work to ensure these are well communicated to the departments at the budget kickoff. The departments are informed of the nature of the revenue situation in advance as they prepare their budgets for the following year. The budget team, City Manager's Office, and departments collaborate on establishing the recommended budgets for the City Council. Council budget workshops are scheduled to allow departments to present a brief overview of the budget by sharing their goals and accomplishments, the issues facing the department, and next year's budget requests. This provides the Council a review of operations to ensure transparency and accountability of the departments.

Regarding the monitoring and adherence of the budget, the city has adopted a number of financial policies. While the City Manager has broad authority, I fully respect and adhere to these policies to ensure there is integrity in our systems and processes. For example, we will never fall below our 25% fund balance policy. In fact, I prefer to maintain extra cushion for contingency purposes. Budget to actual reports is reviewed monthly by Finance and available to the CMO and departments. If there is an outlier, the Finance Director will report it. On a quarterly basis the City Council is sent a recap of the budget and budget amendments are taken to City Council for their approval. All expenditure items taken before the City Council are scrutinized and approved by Finance prior to action being taken. The Annual Comprehensive Financial Report (ACFR) is completed in a timely manner with little to no management findings. The outside auditing firm will validate cash balances from bank records and financial reports.

In summary, my recommended budgets to City Council are balanced as we budget conservatively for revenues and budget aggressively for expenditures. We will live within our means, we maintain healthy reserves, and we do not use one-time monies for recurring expenditures and hope for the best.

8. Briefly describe your experience in providing written and verbal communication to employees and elected/appointed officials?

In my role as City Manager and past positions, I have presented quite often to a myriad of groups as a representative of the city. On a regular basis I send out written communications to our employees. As part of an employee newsletter, I write a "Manager's Message". I enjoy meeting with employees to share what is happening in the community and organization. I have a monthly Manager's meeting which is comprised of 25+ management staff for them to share about any ongoing issues and projects within their operations. As part of the recent Police Chief recruitment, I met with over 50 police department employees to seek their input on the attributes of a new chief. I personally met one on one with employees and surveyed them to get more specific feedback as well.

I meet privately with the Mayor and City Council to review any issues they may need addressing and/or provide them updates. I have extensive experience presenting items before City Council and do present on a regular basis depending on the matter. I speak regularly to community groups, civic organizations, and sit on panels representing the city. The City Manager's Office produces a weekly Friday Update which is a brief recap of recent activities for the week and an outlook for upcoming activities and events.

9. What do you feel are your greatest strengths as a public servant?

Problem solving skills and my quest to find workable solutions to issues.

I am a participatory manager.

I employ a shared leadership style.

10. What areas do you perceive you need to be working on to become a better leader?

I can be impatient at times.

I can lose sight to celebrate successes and mourn our losses.

I should try to have more fun at work and do need to let my guard down at times.

11. Describe your philosophy and approach to building a strong team environment?

As the new Town Manager, I would take the time to learn the organization and develop relationships across all levels. It is important to establish a rapport with the staff and develop a sense of trust.

I encourage an organizational culture that is servant minded, that exceeds expectations and delivers on its commitments. We establish core values and/or guiding principles (our non-negotiables) where everyone regardless of stature is treated with dignity and respect.

I want to be surrounded with people who have the aptitude to learn but more importantly have the positive attitude to serve others. I provide the team with the tools and resources to allow them to do their jobs well. This can be accomplished by taking the time to vision and to think strategically and broadly. Then work towards building the support systems to set the goals, objectives, and outcomes for success.

I am approachable and a good listener so others feel welcome to seek assistance and bring issues when they arise. I challenge people to make decisions and recommendations while also holding them accountable, and incorporate teachable moments when decisions do not go the right way.

Finally, I prefer to work in an environment where we as a group can get to know each other on a personal level. We would learn together and from each other through group book readings, attending trainings/seminars, and enjoying each other's company by socializing together during and after work hours. I enjoy fostering a mentor/mentee relationship as we all can learn from each other through our interactions and experiences.

12. Briefly describe the role of City/Town Manager's in this day in age?

Today's municipal organizations are very complex with many issues happening at once and subject matter experts on staff dealing with these issues. The Manager needs to be less technical and more conceptual with their skillset. The Manager needs to be adaptive to a constantly changing environment, as they seek input and options on difficult issues, and work to build consensus on competing interests in a political environment without being political. The Manager has to be a skilled communicator that tailors the message to resonate with their audience.

Also, in a small/medium size organization, the Town Manager is the culture leader by setting the tone for the organization. The Manager influences the organizational culture and how employees are treated and services are delivered to the community. If the tone set by the Manager is incongruent with culture of the organization, then there needs to be alignment or there could be difficult times ahead.

13. As a part of our overall application process, we may conduct social media, online presence, news, blogs, or similar inquiries or reviews, using Google or similar search engines. Is there any information you have not disclosed, addressed, in this or any other document relating to this search, or which you have not discussed, shared or disclosed with the GPS search consultant, that someone may construe as negative or consequential as it relates to the position for which you have applied?

No, there is nothing that I am aware of that has not been disclosed.

14. The established salary range for this position is \$230,000 - \$260,000, with a great benefit package. Do you have any concerns about agreeing to a salary in this range? *There are no concerns on my part.*

15. How did you hear about this position? (Please be specific)

I saw the posting in the ICMA weekly newsletter and contacted Mr. Bauer to inquire more information. Around the same time, I was contacted by colleagues in the DFW area about the posting. Before I considered applying, I did reach out to Bob Scott to hear more about the organization and he was very complimentary.

16. Have you interviewed, over the past six (6) months, with any other employers, or are you a finalist in any recruitment processes for similar position at this time? If yes, what is the status of any current search processes in which you are involved?

I was a finalist for the City Manager in Addison, Texas but was not named. I am not involved in any other searches.

Due Diligence Questionnaire

Town Manager

Town of Prosper, TX



Candidate Information

Full Name (First, Middle, Last): [REDACTED]	Phone Information
Nicknames: N/A	Cell: [REDACTED]
	Home: [REDACTED]
	Office: [REDACTED]

Please answer each of the following questions completely and thoroughly.

1. Have you been subject to a formal charge regarding a conflict of interest, violation of ethical conduct, malfeasance, or misfeasance in the performance of duties? **No** If so, please explain the circumstances.
2. Have you ever been the subject of an investigation, or censured by a grand jury, board of inquiry or similar body? **No**
If so, please provide details, explain the circumstances and final outcome.
3. Have you been subject to any disciplinary actions, including suspension, probation, or demotion in your adult working career? **No**
If so, please provide relevant details, explain the circumstances and the final outcome.
4. Has any organization, corporation, institution, or former employer dismissed, or asked you to resign for any reason, or from any position? **No** If so, please provide relevant details, and explain the circumstances. **N/A**
5. If you have been in your current, or most recent organization, for less than two years, please describe why you are interested in a career move at this time? **N/A**
6. Have you ever filed for bankruptcy, or taken similar adverse financial action, that may limit your ability to be in a position of fiduciary responsibility, including being bonded? **No**
7. Is there anything, in your personal or professional background history that our Firm, an employer or citizen could possibly, or perceive, view, or interpret as factually or potentially embarrassing to anyone? **No**
Would, or could, this information impair your ability to perform the essential duties of this job if discovered at a later time? **No** If so, please explain, provide details of the circumstances and current disposition. **N/A**
8. Please list all your social media outlets and the usernames for those social media outlets.
Facebook: [REDACTED]
Twitter: [REDACTED]
Snapchat: [REDACTED]

Instagram: [REDACTED]

LinkedIn: [REDACTED]

Pinterest: [REDACTED]

Nextdoor: [REDACTED]

Reddit: [REDACTED]

9. Do you understand that we may disqualify your candidacy from this search if valid, verifiable, and reliable information emerges, contrary to any information you provide us during this process? **Yes**



Internet Research for



www.sfasu.edu

Leading the way: Career in city management brings ██████ back to Nac

When ██████ walked the SFA commencement stage in 1995, he had a small U-Haul trailer packed and connected to his Chevy Blazer, and he was ready to drive back to the DFW area and begin his career. He wasn't sure he would ever return to Nacogdoches, but he was positive about the career he wanted to pursue.

"As a 20 year old, I knew I wanted to work in city management," ██████ said.

██████ confidence was based on his interactions with Dr. Richard Herzog, an SFA faculty member who encouraged him to consider a career in public administration and introduced him to the Lufkin city manager in neighboring Angelina County.

██████ went on to work for several Texas cities, including Denton, Coppell, Addison, Hurst and Carrollton. He earned a master's degree in public administration from the University of North Texas and became involved in professional organizations that include the International City/County Management Association and the Texas City Management Association. And, in the midst of a pandemic, he returned to Nacogdoches as city manager in August 2020.

"Coming back to Nacogdoches has been so rewarding," ██████ said. "I was excited and humbled that the city council had the confidence to appoint me as city manager. Everyone I have met has been friendly and extremely supportive. I am proud of what has been accomplished in our community and on campus during the past 25 years. It has blown me away."

In addition to his academic coursework, ██████ said his participation in the Student Activities Association served as valuable career preparation.

"Having a leadership position during my junior and senior years allowed me to work with fellow students and faculty members to coordinate bringing concerts and other entertainment options to campus," he explained. "The opportunities taught me the collaborative nature of working with other employees and volunteers to meet expectations and execute a successful event."

██████ said the challenges cities face are enormous, with high service-delivery demands and minimal and declining resources. But the day-to-day stresses of the job prepared him well for his first months in Nacogdoches, when in addition to the COVID-19 pandemic, he led the city through hurricane preparation in August and two of the largest winter-weather events in recorded history.

"Regardless of how much you plan, each day is never the same," he said. "We have emergency plans in place to deal with inclement weather, and with Hurricane Laura and the snowfalls and winter storms."

However, ██████ said COVID-19 was a different story.

"Through the devastation of the pandemic, we've learned that good and effective leadership is vital in making it through tough times," he said. "Local governments have finite resources, so working across jurisdictional boundaries is imperative when budgets are squeezed and resources evaporate. The role of the city manager is

to be flexible in approach, clear hurdles, advocate for resources, create avenues for communication and get out of the way so that the subject matter experts can do their jobs. Along the way, the manager should be encouraging and motivating to an exhausted staff, because all of this work is in addition to everyone's normal duties. I can't imagine myself in any other career."

Once again [REDACTED] is using the skills he learned at SFA to ensure that the city, the university, the Nacogdoches Independent School District and Nacogdoches County bring collaboration to a new level to accomplish goals that may previously have seemed out of reach.

"The leaders of each of these entities are meeting regularly and have formed great friendships," he said. "We have set a positive tone and will work together to better our community. I have no doubt that, as a group, we can accomplish so much more than we could on our own."

One of those goals in 2021 is to bring back, within the safe parameters of health guidelines, many of the special events and festivals for which Nacogdoches is known.

"I know many people are ready to get out and travel again, so I encourage alumni to come and see what is going on in Nacogdoches and the exciting changes that are happening on the SFA campus. That charm and hospitality of our community has never been more appealing."

YouTube Links for



1. 






BRET BAUER

M.P.A.
Partner and Co-Founder

SUMMARY

Bret Bauer brings more than 15 years of public sector experience and best practices to his work with public clients. Serving in city management roles in Missouri, Kansas and Texas gave Bret significant experience in utility and budget management, human resources, and economic and community development. Bret's ethics and integrity have also earned him widespread recognition and trust.

EDUCATION

**Master of Public Administration (MPA),
Bachelor of Science, Criminal Justice**
Wichita State University, Wichita, KS

CONTACT

(316) 207-0688

bbauer@governmentpros.com

LINKEDIN:

<https://www.linkedin.com/in/bret-bauer-mpa-icma-cm-b89ab3b3/>

ASSOCIATIONS

International City/County Manager's Association (ICMA)
Government Finance Officers Association (GFOA)
Texas City Managers Association (TCMA), Ethics Committee 2019-2020, Membership Committee 2017-2019
East Texas City Managers Association (ETCMA), Board VP 2019-2020

SPECIFIC EXPERIENCE

Executive Recruitment & Human Resources

- Personally recruited and hired more than 25 employees, including executives and department heads
- Conducted classification and compensation studies
- Developed and managed training exercises for county staff and residents on emergency preparedness and the National Incident Management System
- Conducted ethics training

Budgeting & Finance

- Managed multi-million-dollar municipal budgets, both departmental and annual
- Developed capital improvement programs and strategic plans
- Managed and oversaw payroll processes

Community Strategic Planning

- Created full scope community strategic plans
- Led extensive community engagement efforts
- Conducted multiple stakeholder interviews
- Conducted council retreats with goal setting priorities

Economic & Community Development

- Led numerous economic development successes in new development and redevelopment
- Led successful negotiations with developers

Project & Program Management

- Managed and oversaw Public Works and Parks Departments
- Streamlined departments to operate more efficiently and effectively, including a Build/Code Enforcement department

Utility Management

- Developed, maintained, and managed National Pollutant Discharge Elimination System permits
- Recommended to serve on the Kansas Municipal Energy Agency



CHRIS LOWE

J.D., M.P.A.
Partner and Co-Founder

SUMMARY

Chris Lowe is a dynamic leader and creative problem-solver with a deep affinity for public service. He draws upon 15 years of experience in city management and over 20 years in the public sector to help guide public clients through myriad opportunities and challenges, from economic development and funding, to human resources and utility management.

EDUCATION

Juris Doctor, Marquette University,
Milwaukee, WI

Master of Public Administration (MPA),
Bowie State University, Bowie, MD

**Bachelor of Arts, Political Science and
Government**, University of Kansas,
Lawrence, KS

CONTACT

(785) 766-9104
clowe@governmentpros.com
LINKEDIN:

<https://www.linkedin.com/in/chris-lowe-823bb4173/>

ASSOCIATIONS

International City/County Manager's
Association (ICMA)
Government Finance Officers
Association (GFOA)

SPECIFIC EXPERIENCE

Executive Recruitment & Human Resources

- Personally recruited and hired more than 50 employees, including executives and department heads
- Conducted classification and compensation studies
- Developed and implemented performance measurement programs
- Developed and implemented compliant personnel policies, procedures manuals, and employee handbooks
- Negotiated collective bargaining agreements with unions

Budgeting & Finance

- Developed and managed more than \$75 million in municipality annual budgets
- Supervised competitive bond sales to finance public infrastructure improvements
- Led efforts to refinance bonded indebtedness, saving millions in debt service
- Created and implemented accounting manuals and investment policies

Community Strategic Planning

- Created full scope community strategic plans
- Conducted council retreats with goal setting priorities
- Led extensive community engagement efforts
- Conducted numerous stakeholder interviews

Economic Development

- Developed public private partnerships and negotiated economic development agreements, resulting in new community services, financial savings, and local business expansion
- Secured grant funding for various community improvements, from city lighting to transportation infrastructure
- Administered multi-million capital improvement programs



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SECURITY SERVICE INSURANCE/PHS 65815020 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Government Professional Solutions, LLC 104 HARBOR HAVEN ST GUN BARREL CITY TX 75156-4319		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC# 30104	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ General Liability			65 SBA AG7X1Y	07/13/2023	07/13/2024	EACH OCCURRENCE \$1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000				
			MED EXP (Any one person) \$10,000				
			PERSONAL & ADV INJURY \$1,000,000				
			GENERAL AGGREGATE \$2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			65 SBA AG7X1Y	07/13/2023	07/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
			BODILY INJURY (Per person)				
			BODILY INJURY (Per accident)				
			PROPERTY DAMAGE (Per accident)				
A	☒ UMBRELLA LIAB EXCESS LIAB ☐ OCCUR CLAIMS-MADE DED RETENTION \$ 10,000			65 SBA AG7X1Y	07/13/2023	07/13/2024	EACH OCCURRENCE \$1,000,000
			AGGREGATE \$1,000,000				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A			65 SBA AG7X1Y	07/13/2023	07/13/2024	PER STATUTE OTH-ER
			E.I. EACH ACCIDENT				
			E.I. DISEASE -EA EMPLOYEE				
			E.I. DISEASE - POLICY LIMIT				
A	Professional Liability			65 SBA AG7X1Y	07/13/2023	07/13/2024	Each Claim Limit \$100,000 Aggregate Limit \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
104 HARBOR HAVEN ST
GUN BARREL CITY TX 75156-4319

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

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ACORD 25 (2016/03)

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TOWN OF PEMBROKE PARK, FLORIDA

Executive Recruiting Services for

Town Manager

Prepared by Robert E. September 29, 2023



3040 Holcomb Bridge Rd. Suite A-1 • Norcross, Georgia 30071 • (770) 449-4656 • FAX (770) 416-0848 • E-mail: slavin@bellsouth.net

www.slavin.com

With affiliates in Burlington NC; Louisville, KY; Manteca, CA; and Mesa, AZ

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EXHIBITS

State of Florida Authorization
 State of Florida Fictitious Name Registration
 Sample Recruitment Profile
 Pro Forma Invoice
 Clients
 EEO Statement
 SMC Sexual Harassment Policy
 Minority and Female Placements

LETTER OF TRANSMITTAL



September 29, 2023

Mayor Ashira Mohammed
Town of Pembroke Park
Town Hall
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Via email: ashira.ann@gmail.com

Re: Recruitment Services for Town Manager Search

Slavin Management Consultants (SMC) is pleased to submit this proposal to conduct an executive search for Pembroke Park's next Town Manager. The purpose of this project is to help the Town Commission to develop and agree upon a comprehensive position profile for Town Manager and then to identify, recruit and present outstanding candidates who meet these criteria. Once the profile has been developed and approved by the Town, we will have no difficulty identifying quality prospective candidates and becoming immediately productive. It is normal for a Town Manager search to take between sixty and ninety days to complete. SMC is committed to complete this project within 90 days or sooner.

As a high quality, independent management consulting firm, Slavin Management Consultants is most capable and interested in providing these services to the Town. This proposal commits the highest level of our firm's resources. **I will manage and serve as the primary consultant for this critical project.** I am the owner and president of SMC and am among the most experienced recruiters of governmental managers in the nation. I have a strong and proven commitment to providing exceptional recruitment services to public agencies and have received many accolades supporting this work. *I have the authority to bind the corporation.* Ms. Barbara Lipscomb and Mr. John Kross will assist with this work. Both are highly experienced former local government executives and management consultants. Both have been ICMA Credentialed Managers.

Public sector and not-for-profit executive search work accounts for more than 95% of SMC's recruitment activities. SMC has recruited many executives for the Florida public agencies and for others in all regions of the nation. We are very familiar with Florida's public meetings and open records laws. We are able to recruit well-qualified candidates for our Florida clients who would otherwise not have applied for fear of premature public. We also comply with both the letter and intent of Florida's laws. Our proposed process includes a minimum of three presentations to the full Town Commission or individual Commissioners.

This letter serves as the acknowledgment that the contents of this proposal are true and accurate and that all of the requirements of the Town can be met by SMC.

Thank you for the opportunity to submit this proposal. We look forward to working with Pembroke Park on this highly challenging and very important assignment. If you have questions concerning this proposal, please contact me at (770) 449-4656.

Very truly yours,

SLAVIN MANAGEMENT CONSULTANTS


Robert E. Slavin, President

SMC Contact Information

Robert E. Slavin, President
Slavin Management Consultants
3040 Holcomb Bridge Road, Suite #A-1
Norcross, Georgia 30071

Phone: (770) 449-4656
Fax: (770) 416-0848
email: slavin@bellsouth.net
web site: www.slavinweb.com

APPROACH

We recommend a five-step process as follows:

- Develop job qualifications and requirements for the Town Manager position - the Recruitment Profile
- Identify and recruit qualified candidates
- Evaluate prospective candidates
- Make recommendations, help in selection and facilitate employment
- Establish evaluation criteria and follow-up

Each step of this process is described below.

A. Develop the Recruitment Profile

We will meet with the Town Commission members individually and collectively and with senior staff and community leaders (if the Commission wishes) to learn the Town's needs, focus and requirements such as experience, education and training as well as preferred management style and personal traits. In developing the recruitment profile, we will spend a considerable amount of time at the beginning of the process in Pembroke Park to gather additional information about the Town and to ascertain, the unique challenges of the job and the general environment within which the position functions.

Once we have gained the necessary information, we will prepare a draft recruitment profile and review it with the Town Commission to arrive at a general agreement regarding the specifications for the position. The final profile will include information about Pembroke Park, the Town government, major issues to be faced, the position and the selection criteria established by the Town Commission.

B. Identify Qualified Candidates

We will prepare and post announcements, the recruitment profile and other job tailored materials with professional organizations and associations using both on-line and printed professional media. We will review our database for individuals whom we may already know and/or already have on file who may meet your specifications. We rely heavily on our own contacts in related fields, appropriate social media and on our past experience. In summary, we utilize a comprehensive multifaceted networking program to conduct a professional search focused on identifying the best-qualified candidates and inviting them to apply for the position.

We will acknowledge all resumes received and thoroughly screen all potential candidates.

C. Evaluate Prospective Candidates

Preliminary Screening and Progress Report

Criteria for the preliminary screening will be contained in the approved recruitment profile. They may include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc. Screening of candidates against those criteria will be based on data contained in the resume and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the recruitment profile.

We request that all semifinalist candidates complete a tailored supplemental questionnaire through which they provide us, in writing, substantial information about their accomplishments and their management style and philosophy. This information is verified.

We will meet with the Town Commission to provide a progress report on a number of semifinalist candidates. These individuals will be top prospects who clearly meet the Town's specifications for

the position. With guidance from the Town we will narrow the semifinalist candidate group on the basis of refined criteria. During this meeting we will determine which candidates the Town Commission has the most interest in as well as their expectations about the finalist interview process. Included in this discussion will be the type of interview(s) desired, scheduling, if and how any community participation might take place, candidate travel arrangements, interview questions, candidate rating and scoring processes, etc.

D. Selection and Employment

In-depth Screening and Final Report

At this point, we will interview those semifinalist candidates whom the Town has the greatest interest in. Proper "fit" is as important as technical ability. We assess both. In order to better assess candidates' management style and interpersonal characteristics, we personally interview each in his or her present work environment. We will closely examine each candidate's experience, qualifications, achievements, management style and interpersonal skills in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications, skills and achievements.

We conduct in-depth background checks on those individuals who continue to demonstrate their overall suitability for the position. Included are detailed and extensive reference checks which cover a minimum period of ten years. In conducting these, it is our practice to speak directly to individuals who are now or have been in positions to evaluate the candidate's job performance. We ask each candidate to provide us with a large number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates.

As part of our evaluation process we conduct credit checks and verify undergraduate and graduate college degrees. We also conduct criminal history, civil court records and driving record checks. At the Town's option, we can arrange for assessment centers and/or psychological (or similar) testing of the candidates. (These optional items will result in extra cost.)

We will then meet with the Town Commission to present a group of well-qualified finalist candidates for interviews in Pembroke Park. These final candidates will not be ranked because, at this point, they will all be qualified and it will then be a matter of chemistry between the candidates and the Town Commission that should produce the final selection decision.

Our final report will be presented in a meeting with the Town Commission. This written report is a comprehensive document. It contains our candidate recommendations, details about the search, interview tips, interview questions, candidate evaluation forms and information about legal vs. illegal inquiries. The report also includes the candidate interview schedule as well as our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews. The report contains comprehensive information about each recommended candidate. This includes educational and experience information, an evaluation of the candidate's experience relative to the criteria established by the Town, a summary of reference comments and a statement of accomplishments and management style prepared by the candidate. Present compensation is also provided for each recommended candidate.

We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate roles for spouses, receptions, etc. We arrange schedules for top candidate interviews with the Town and we will coordinate the entire process.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the Town of Pembroke Park and that any public statement should come from the Town directly. Under no conditions will we release information to the media unless specifically directed by the Town to do so.

We will notify all unsuccessful candidates of the final decision reached. Finally, will continue to work for the Town until a suitable candidate is recruited and hired by the Town.

E. Establish Evaluation Criteria

Once the new Town Manager has been on board for 30 days or so, we will conduct a session with the

Town Commission and with the new Town Manager to establish mutual performance criteria and goals for the position.

F. Follow-up

We will follow-up with the Town and the new Town Manager during the first year and assist in making any adjustments that may be necessary.

G. Reporting

We will keep the Town informed, involved in decisions and involved in the search process. We will provide frequent progress reports to the Town.

H. Deliverables

Deliverables include the recruitment profile (draft and final), the advertisement (draft and final), the progress report (presented in person), the final report with interview tips, interview schedule, interview questions, candidate resumes, candidate evaluations, candidate writing samples, rating sheets, ranking forms, tabulation forms and appropriate/inappropriate question list and negotiated employment agreement between the Town and the selected candidate.

Approximately twelve semifinalist candidates are presented to the Town at the progress meeting which typically takes place 45 - 50 days after the Town Commission approves the recruitment profile. Generally, about five finalist candidates are presented for interviews with the Town Commission.

I. Guarantees

We provide a comprehensive set of assurances and guarantees to our executive recruitment clients that include:

- We are committed to excellence. We guarantee the highest quality of work and its success in your environment. To accomplish this, we will continue to work with the Town Commission until a satisfactory candidate is selected and accepts employment.
- We guarantee our work and will redo the search if the position is vacated, for any reason, within two years of the employment date of a candidate selected by the Town Commission through our efforts.
- We will never actively recruit any *candidate who we have placed* **nor** will we actively recruit any *employee* from a client organization for at least two years from the completion date of an assignment.
- SMC is an equal opportunity employer and recruiter, and will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, disability or national origin.

J. Project Schedule

The search process normally takes between sixty (60) and ninety (90) days to complete and typically follows the following pattern:

		DAYS			
STEPS		1-30	30-45	45-60	60-360
1.	Develop Search Process, Recruitment Profile and Advertising Program for Town Commission Approval	✓			
2.	Identify Qualified Candidates, Review Data Base, Network, Receive and Review Resumes	✓	✓		
3.	Screen & Evaluate Prospective Candidates		✓		
4.	Progress Meeting and Report		✓		
5.	Interview and Evaluate Prospective Candidates		✓	✓	
6.	Submit Final Report and Recommendations, Assist in Selection, Facilitate Employment			✓	
7.	Establish Evaluation Criteria and Follow-up				✓

QUALIFICATIONS AND EXPERIENCE

SMC Experience

SMC is an independent management consulting firm formed in 1998 and incorporated in the State of Georgia. We operate nationwide from our home office near Atlanta, Georgia. The principal and only stock holder of the firm is Robert E. Slavin. Mr. Slavin has extensive experience as a local government executive and as a management consultant. We have affiliates in Burlington, NC; Manteca, CA and Queen Creek, AZ.

The company provides exceptionally high-quality consulting services to state and local governments, health care providers, transit authorities, utilities, special districts, and private sector clients. Specialty practice areas include executive recruitment, pay and classification, performance appraisal systems, and organization development and training. Our key consultants have conducted successful assignments for hundreds of public sector organizations nationally and offer many references as testimony of our work.

This important engagement will be personally conducted by Mr. Robert E. Slavin with assistance from Ms. Barbara Lipscomb and Mr. John Kross. Mr. Slavin has conducted or assisted in the conduct of more than 850 successful executive searches throughout his career. Members of the proposed search team have conducted executive searches for Slavin Management Consultants as well as for others before joining the firm. All are professional public human resources practitioners with significant direct management experience. All are long-term, active members of a variety of professional organizations and stay abreast of new and changing laws, developments and trends by regularly attending specialized workshops, seminars and annual conferences.

Project Organization and Staffing

This section presents our qualifications to conduct projects of this type and describes the staff to be assigned to the search.

Slavin Management Consultants (SMC) has completed many city/county manager searches over the

years. We have significant successful local government recruitment experience in all regions of the United States and for jurisdictions of all sizes and demographics. This experience includes extensive experience working for Florida local governments. Our Florida local government search clients include the following jurisdictions:

Altamonte Springs
Atlantic Beach
Broward County
Boca Raton
Boynton Beach
Charlotte County
Citrus County
Clearwater
Clermont
Cooper City
Coral Springs
Daytona Beach
Davie
Deerfield Beach
Delray Beach
Destin
Dunedin
Escambia County
Fort Lauderdale
Fort Myers
Fort Pierce
Gainesville
Hollywood
Homestead
Jacksonville Beach
Jupiter
Key West
Lake County
Lake Worth
Lee County
Miami

Miami-Dade County
Manatee County
Martin County
Miramar
Mount Dora
Neptune Beach
North Miami Beach
North Port
Okeechobee County
Orange County
Orange City
Ormond Beach
Panama City
Palatka
Palm Beach County
Palm Beach Gardens
Parkland
Pinellas County
Pensacola
Plantation
Pompano Beach
Polk County
Santa Rosa County
Santa Rosa Island Authority
Sarasota
Seminole County
Sunrise
Titusville
Volusia County
West Palm Beach
Winter Park

Project Staffing

Robert E. Slavin, President

Mr. Slavin is a pioneer in public sector and nonprofit executive search. He is among the best known and respected professional recruiters in the business. He is a frequent speaker before professional groups and he has written several articles for professional journals concerning governmental management. By special invitation, Mr. Slavin assisted the United States Office of Personnel Management to define and set up the Senior Executive Service for the Federal Government.

Mr. Slavin began his local government career in 1967. His experience includes twelve years working directly for local governments and it includes seven years as a principal consultant with the government search practice of Korn/Ferry International, the largest private sector search firm in the world. He headed the local government search practices for Mercer/Slavin, Incorporated, Mercer, Slavin & Nevins and Slavin, Nevins and Associates, Inc. Mr. Slavin now heads the executive search practice for Slavin Management Consultants. Clients include state and local governments, nonprofit and private sector businesses all over the United States. His experience includes search assignments for the 1984 Los Angeles Olympic's Organizing Committee.

Mr. Slavin's experience and qualifications include organizational analysis, classification and compensation studies, and assessment centers and human resource's systems studies.

Before being invited to join Korn/Ferry International, Mr. Slavin served as Assistant City Manager/Director

of Human Resources for the City of Beverly Hills, California.

While at Beverly Hills, Mr. Slavin conducted many executive level recruitment assignments involving nationwide search and placement. Before joining the City of Beverly Hills, Mr. Slavin was the Assistant Personnel Director for the City of San Leandro, California.

Before San Leandro, Mr. Slavin was on the personnel staff of Santa Clara County, California. His assignments included recruitment, classification and selection for the County's Health Department, Medical Center, Transportation Agency, Sheriff's Office, Superintendent of Schools, Fire Marshall, Assessor's Office, Library System and County Recorder's Office.

Mr. Slavin received his Bachelor of Science degree in Political Science from the University of Santa Clara, and has completed the graduate course work for a Master's degree in Public Administration at California State University at Hayward

Organizations (current and past)

- International City/County Management Association
- International Personnel Management Association
- Government Finance Officers Association
- IPMA - Human Relations Commission
- IPMA - Publications Review Committee
- Society for Human Resources Management
- Certified Management Consultant (National Bureau of Certified Consultants)
- National Forum for Black Public Administrators
- Southern California Public Labor Relations Council
- Southern California Municipal Assistants
- Bay Area Salary Survey Committee

John Kross, ICMA-CM, SMC Southwest Regional Manager

SUMMARY

City Manager/Assistant Manager Experience
Department Head; Budget Preparation; Personnel Administration
Staff Development, Succession Planning and Mentoring
Performance and Priority-based Budgeting; Core Services and Strategic Planning
Development Services/Building Safety/Code Enforcement Administration
Economic Development – Substantial Advanced Manufacturing, Semi-conductor, and EV industry
Oral and Written Presentation Skills

EXPERIENCE:

TOWN OF QUEEN CREEK, ARIZONA (1996 – 2022)

Town Manager - Town of Queen Creek, Arizona (Phoenix metropolitan area) (Sixteen Years)

- Chief Administrative Officer for full-service Town. Reports to seven member Town Council (six members elected at-large with directly elected Mayor). Oversees the entire general government operations including general oversight of all 500+ employees, including professional development plans, succession planning and mentoring programs. Manages \$730.7M annual budget, including several special revenue funds, enterprise funds and the capital improvements budget. Implemented performance-based budgeting in FY2007/2008. Directly oversees police, fire, utilities, intergovernmental programs, human resources, IT, development services, and public works. Oversaw the creation of Town's first Police, Fire/Medical, and Utility Services Departments. Conducted reorganization of Finance/HR, Public Works and Community Development Departments including comprehensive organization-wide compensation and classification studies. Oversaw achievement of community's first bond rating; subsequent increases by Fitch and S&P to AA+ in April 2022; Current Board Chair of East Valley Emergency Regional Wireless Communications cooperative (Mesa, Gilbert, Apache Junction, Queen Creek, Rio Verde Fire

District, Gila River Indian Community).

Assistant Town Manager - Town of Queen Creek, Arizona (Two Years) - Assistant Town Manager oversees development services operations (Community Development Department) and Public Works Department; combined operational budgets of \$8M and approximately 60% of the entire organizational staff. Developed Capital Improvement Program a 5-year \$270M program; and oversight of Transportation Improvements Program, a 5-year \$104M program. Completed reorganization and department alignments of services, functions, and staff in order to efficiently meet Council annual goals. Lead negotiator for the Town on multiple development agreements including \$23.5M and \$8.6M downtown developments. Coordinate operations between neighboring and partner agencies related to development and transportation projects. Serve as supplemental staff liaison to citizen committees on transportation and fire services.

Community Development Director - Town of Queen Creek, Arizona – (Eight Years) - Department head position supervising Planning, Building Safety, Economic Development, and Neighborhood Preservation/Code Enforcement Divisions. Responsible for current, long-range land use planning divisions, neighborhood services, building safety, and economic development programs. Supervisor three divisions, 35-person department administering \$2.7M budget and personnel management. Manage and supervise consultant contracts for new public facilities including new development services building and municipal center master plans. Implemented new subdivision and zoning ordinance and comprehensive development impact fees ordinances. Responsible for oral presentations and staff support to the Town Council, Planning and Zoning Commission, Board of Adjustment, Economic Development Commission, Financial Review Task Force and other community groups and organizations. Frequent speaker at State of Arizona Department of Commerce Planning and Board of Adjustment and Arizona Planning Association training workshops. Responsible for coordination and submittal of Arizona Planning Association award winning 1997 Subdivision Ordinance; 1999 award winning Adequate Public Facilities Ordinance (APFO); and 2003 Arizona Planning Association award winning Best General Plan.

TOWN OF GILBERT ARIZONA - (1996 – 1996)

Planner II - Senior planner level position responsible for a variety of projects including large subdivisions and master plans, commercial and industrial projects. Staff planner to Planning and Zoning Commission and Design Review Board. Responsible for project management, plan review of subdivisions, site plans, building elevations, grading and drainage plans and landscape plans. While in this position, served as half-time Town Planner with the Town of Queen Creek, the adjacent municipality until recruited to work for Queen Creek full-time.

TOWN OF WICKENBURG, ARIZONA (Two Years)

Associate Planner/Economic Development Specialist - Technical planning research and evaluation, report writing and presentation on various current land use projects to the Town Council, Planning and Zoning, and Economic Development, Downtown Revitalization Advisory Commissions. Project Manager for Town bike lane project to new 40-acre Municipal Park. Coordinated economic development activities including lead management report and grant writing and database prospect/file management. Strong emphasis on current planning, program design, monitoring, analysis, and implementation particularly with the Town's Housing Rehabilitation Assistance Program funded with CDBG/HOME Program funds. Supervised and managed consultant contracts pertaining to architectural/rehab specialist for the federal HOME program.

CITY OF PHOENIX, ARIZONA – (Eight Months)

Project Management Assistant - Project management staff member in the Neighborhood Services Department, Neighborhood Development Division. Responsibilities included monitoring and evaluating various housing and neighborhood development programs coordinating the activities of the neighborhood development, redevelopment, and rehabilitation divisions. Assisted other sections and staff in developing systems to effectively monitor and evaluate department outreach, marketing, and program usage efforts for various programs. Responsible for systems monitoring, program utilization involving a multitude of funding agencies. Special project work

included trouble shooting problematic cases and issues. Part of a successful interdepartmental team providing extensive in-depth research and writing to obtain a \$4.5 million Lead Based Paint Hazard Reduction federal grant.

TOWN OF WICKENBURG, ARIZONA (Three Years)

Assistant Planner/Economic Development Technician - Completed current and long-range planning activities involving preparing staff reports for subdivisions, zone changes and variances. Assisted in coordination of economic development program promoting the Town as a viable industrial relocation opportunity. Successfully certified the Town as a fully accredited State Department of Commerce Rural Economic Development Initiative (REDI) community. Provided staff research and support to the Economic Development, Planning and Zoning and Downtown Revitalization and Board of Adjustment/Commissions.

RIPON REVITALIZATION CORPORATION, RIPON, WISCONSIN

Economic Development Specialist - Responsible for implementing downtown redevelopment program. Provided plan review and project coordination for new downtown design initiative. Experience with funding mechanisms such as tax increment financing, subsidized small business loan programs, and architectural/design review programs for business improvement districts.

CITY OF TUCSON, ARIZONA

Assistant to City Councilmember (Intern) - Provided staff support for special projects including neighborhood and traffic improvement plans and water conservation. Experience working with downtown neighborhood associations and interest groups involving controversial development issues.

EDUCATION

Bachelor of Arts (B.A.), May 1990, Ripon College, Ripon, Wisconsin
Major: Business Management; Leadership Studies and Public Policy
Master of Public Administration (MPA), May 1998, Arizona State University, Tempe, Arizona
Executive Education Program Certificate: Harvard University, John F. Kennedy School of Government, Sr. Executives in State and Local Government Program

PROFESSIONAL ASSOCIATIONS

International City/County Management Association (ICMA) – Credentialed Manager (CM)
Arizona City/County Management Association (ACMA) –Immediate Past President (2012)
-Co-Chair ICMA Local Host Committee Phoenix 2012 Conference
American Planning Association (APA)
American Institute of Certified Planners (AICP Certificate No. 011525)
Arizona Planning Association (AzPA)
American Society of Public Administrators (ASPA)
Urban Land Institute (ULI)
International Council of Shopping Centers (ICSC)

HONOR SOCIETIES/RECOGNITIONS

John J. Debolske Professional Excellence Award (2018) recipient from Arizona City County Management Association – highest professional honor bestowed by ACMA
Pi Alpha Alpha – National Honor Society for Public Affairs and Administration
1998 Arizona City/County Management Association Esser Award

Barbara W. Lipscomb, ICMA-CM, CPM, MRP - SMC Managing Consultant

Professional Summary

- Achievement oriented Certified Public Manager (Florida State University), possessing more than

- thirty-five years of progressively responsible experience in municipal administration at the city manager, deputy city manager and assistant city manager levels, primarily in the State of Florida
- Extensive experience with state-level leadership and mentoring of other public managers through the Florida City and County Managers Association
- Extensive experience and success with state and federal intergovernmental relations and special appropriations
- Proven track record for local government and community project development/ redevelopment projects
- Strong financial background, including organization downsizing, and profitability assurance

Professional Experience

City of Greenville, North Carolina

City Manager August 2012 – August 2017 (Retirement)

Greenville, North Carolina, 90,000+ population, \$131.2 M total budget, including \$82.6 million General Fund Budget, 750 full-time employees.

City of Casselberry, Florida

City Manager January 2007 – January 2012

Casselberry, Florida, 26,000 population (approx), \$40.5 million General Government Budget, including \$18 million General Fund Budget

City of Gainesville, Florida

Assistant City Manager February 2004 – January 2007

Gainesville, Florida, 120,000 population, \$212 million General Government Budget, including \$92 million General Fund Budget

Interim City Manager

October 2004 – September 2005

Directed all City of Gainesville general government operations and departments

Assistant City Manager

February 2004 – October 2004

City of Lakeland, Florida

Assistant City Manager

Deputy City Manager, Assistant to the City Manager

May 1986 - February 2004

Lakeland, Florida, 86,000 population, \$250 million total budget

City of Grand Rapids, Michigan

Management Analyst 1982 - 1986

Grand Rapids, MI, 200,000 population, \$200 million total budget

Administrative Assistant, Community Enrichment Services Group **Education**

University of North Carolina, Chapel Hill, N.C.

Master of Regional Planning

University of Georgia, Athens, GA

BA (Geography and Political Science)

Professional Certifications

- International City/County Managers' Association (ICMA), Credentialed Manager - 2004
- Florida State University, Certified Public Manager - 2003
- Florida Public Labor Relations Association, Certificate in Labor Relations - 2003
- National Forum for Black Public Administrators Executive Leadership Institute - 1988-89
- Florida Redevelopment Association Certified Redevelopment Administrator - 2011

Recent SMC Chief Executive Searches Include:

CLIENT	POP	SEARCH FOR	START DATE	FINISH DATE	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Buncombe County, NC	260,000	County Manager	10/29/18	1/7/19	Slavin/Libscomb	Chair Brownie Newman (828) 243-0107 newman@buncombecounty.org
Corpus Christi, TX	285,000	City Manager	12/13/18	4/10/19	Slavin/Wenbert	Mayor Paulette M. Guajardo (361) 826-3100 paulette.guajardo@cctexas.com
Corinth, TX	20,600	City Manager	8/15/16	12/3/16	Slavin/Krings	Guadalupe Ruiz Human Resources Director (940) 498-3277 gruiz@cityofcorinth.com
Danville, KY	17,000	City Manager	9/16/20	11/30/20	Slavin/Frank	Mayor Mike Perros (859) 238-1200 mayor@danvilleky.org
Daytona Beach, FL	68,900	City Manager	12/08/20	03/12/21	Slavin/Lipscomb	James Sexton (386) 671-8200 sextorj@codb.us
Dothan, AL	68,500	City Manager	9/12/18	3/21/19	Slavin	Mayor Mark Saliba (334) 615-3110 mayor@dothan.pog
Durango, CO	19,071	City Manager	2/4/20	7/3/20	Slavin/Krings	Mayor Kim Baxter (970) 375-5005 kimbaxter@durangogov.org
Georgetown County, SC	61,000	County Administrator	11/22/19	3/11/20	Slavin/Lipscomb	Board Chair John Thomas (843) 327-3718 johnthomas@gtcounty.org
Greenville, NC	84,500	City Manager	3/15/17	6/11/17	Slavin	Mayor PJ Connelly (252) 329-4419 amthomas@greenvillenc.gov
Maplewood, MO	8,100	City Manager	3/15/21	6/14/21	Slavin	Mayor Nikylan Knapper (314) 325-9033 n-knapper@city of maplewood.com
Mount Dora, FL	12,500	City Manager	Current	Current	Slavin	Sharon Kraynik Human Resources Dir Ph: (352) 735-7175 krayniks@ci.mount-dora.fl.us
Mount Rainier, MD	8,100	City Manager	3/04/21	7/08/21	Slavin	Mayor Celina Benitz (301) 985-6585 mayorbenitez@mountrainiermd.org
Metro/Plan Orlando	3-County MPO	Executive Director	3/23/18	6/1/18	Slavin	Mr. Jason S. Loschiavo, CPA Director of Finance & Admin MetroPlan Orlando (407) 481-5672 Ext. 310 jloschiavo@metroplanorlando.org
Quitman, GA	3,703	City Manager	3/17/21	8/03/21	Slavin/Lipscomb	Mayor Nancy Dennard (229) 263-4166 ndennard@quitmanga.gov
Volusia County, FL	550,000	Deputy County Manager	3/18/19	7/21/19	Slavin/Lipscomb	Mr. George Recktenwald County Manager (386) 736-5920 grecktenwald@volusia.org

REFERENCES

Jackie Wehmeyer
Human Resources Director
City of Parkland
6600 University Drive
Parkland, FL 33067
(954) 757-4134

City Manager Search (2019)
jwehmeyer@cityofparkland.org

Mr. Jared Jones
Assistant City Manager
City of Panama City
501 Harrison Ave.
Panama City, FL 32401
City Clerk/Treasurer (CFO) Search (2021)
jjones@pcgov.org

Commissioner Jeff Kinnard
Citrus County County
110 N. Apopka Ave. Room 100
Inverness, FL 34450
(352) 341-6560
County Manager Search (2022)
Jeff.kinnard@citrusbocc.com

Jeremy Wiggins, PHR
Human Resources / Risk Manager
City of Orange City
205 East Graves Ave.
Orange City, Florida 32763
(386) 775-5457
City Clerk Search 2022
jwiggins@ourorangecity.com

George Recktenwald
County Manager
Volusia County
123 W. Indiana Street
DeLand, FL 32720
(386) 736-5920
Deputy County Manager Search (2019)
grechtenwald@volusia.org

WHY SMC

SMC uses a "critical path" search process which allows our clients to focus attention on the selection process rather than on identifying, recruiting, screening and evaluating candidates. We understand that each client's need for key executives is different and that there is no "best" person for all situations. The best prospects are typically happily employed and not responding to advertisements. These people need to be found and encouraged to become candidates. They are understandably reluctant to apply for positions when their interest could become a matter of public information prior to being assured that the Town is interested in their candidacy. Our approach to this assignment will reflect the unique qualities of Pembroke Park. It will honor the interests of candidates to the extent possible under Florida law.

Florida's strong public disclosure laws have a direct impact on governmental recruitment in the State. We work within the letter and the intent of these laws and still are able to recruit exceptional candidates for our Florida clients who would not apply directly for fear of premature public disclosure of their interest.

In considering our proposal we point out several factors about our firm and our approach that will be of significant benefit to the Town:

- We are results oriented. Once the recruitment profile is approved, we "lock" into the criteria established and carefully identify, recruit and evaluate candidates who meet **your criteria**. We do not simply bring forward candidates whom we may already know.
- Our key staff members have extensive experience in conducting executive searches for the public sector throughout the nation.
- We are committed to complete client satisfaction. Our successful placement-oriented approach will ensure that the project work is practical, realistic, timely and that it has the full commitment and support of the Town Commission so that a successful placement will be facilitated.
- We use discount airfares and leverage trips between clients whenever possible to reduce expenses to our clients.
- We are leaders in the field of executive search in the public sector and our methodologies are state-of-the-art. We can address all aspects of your assignment.
- Our experience includes large and small organizations, and chief executives and subordinate level positions. More than 95% of our placements have remained in our client's positions for more than five years.
- Our style is interactive, that is, we strive to build a partnership with our clients.
- We are experts in EEO/AA recruitment.

COSTS

Professional Fees

Our fees are based on a rate schedule that reflects the experience of the individual assigned. We use a flat fee rate schedule. Therefore, there are no project limitations based on annual salary. For this assignment we are proposing to use only consultants who have specific experience on similar assignments for other clients. We will use senior consultants where appropriate and to reduce the overall cost. We will use staff consultants when feasible. The following tables show the level of involvement by project step and cost.

PROJECT COSTS					
STEPS	ASSIGNED HOURS (Approximate)			RATE (Hr)	FEES
	Project Manager	Consultant	Total		
1. Project Planning/Develop/Update Position Profile/Prepare Advertising	34		34	80	\$2,720
2. Identify & Recruit Candidate/ Acknowledge Resumes	34		34	80	\$2,720
		35	35	35	\$1,225
3. Preliminary Candidate Screening	14		14	80	\$1,120
		4	4	35	\$140
4. Progress Report to the Town/ Reduce Candidate Pool	12		12	80	\$960
		8	8	35	\$280
5. In-depth Candidate Evaluation (Includes on-site consultant interviews with semifinalist candidates)	38		38	80	\$3,040
		18	18	35	\$630
6. Arrange for & Schedule Final Interviews	4		4	80	\$320
7. Prepare Final Report with Interview Questions and Selection Criteria	8		8	80	\$640
		16	16	35	\$560
8. Present Final Report and Attend Interviews	12		12	80	\$960
9. Assist in Employee Selection	2		2	80	\$160
10. Negotiate Employment Agreement	4		4	80	\$320
11. Establish Performance Goals	6		6	No Charge	\$0
12. Follow-up	4		4	No Charge	\$0
TOTAL HOURS	172	81	252		
TOTAL PROFESSIONAL FEE					\$15,795

Expenses

Consultant Travel Costs: The client pays direct cost for all necessary consultant travel using coach or, when available, lower air rates, corporate hotel rates at moderately priced properties (Holiday Inn or equivalent), rental cars, using the corporate discount and normal meals. Client controls these costs in the following ways: (1) when appropriate, consultants will accomplish multiple purposes when traveling and will allocate costs to multiple clients; (2) the client pre-approves all work plans including all consultant (and candidate) travel.

Office Costs Include: Telephone (\$350 flat fee, billed in two installments), FAX, postage, messenger, copier, and clerical costs.

Average Advertising Costs: Normally about \$2,000. Client controls these costs because the advertising program will be approved by the Town Commission prior to implementation.

Expenses for the executive search project described in this proposal will not exceed 55% of the professional fee (\$8,687.25). Therefore, the total not-to-exceed cost to the Town Commission for the proposed work will be no more than \$24,482.25. The cost for final candidates to travel to Pembroke Park for interviews is not covered by this proposal. Such costs are typically paid by the Town Commission on a reimbursement basis, directly to the candidates, and controlled through the Town Commission's prior approval of the finalist candidates. These costs vary depending on candidate location, espousal involvement, time required for candidates to be in Pembroke Park, etc. For budgeting purposes, an average cost of between \$450.00 and \$650.00 per candidate would be appropriate. About five candidates are normally recommended for interviews.

Should the Town Commission's needs result in additional project scope that significantly increases costs, it may be necessary to increase the expense budget for the project.

Your liability to Slavin Management Consultants for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by you in writing.

We will submit monthly invoices for fees and expenses. It is our practice to bill 30% at the start of the searches, 30% at the end of thirty days, 30% at the end of sixty days, and the remaining 10% shortly after the time the new Town Manager accepts employment with the Town Commission. Each invoice will be payable upon receipt for professional services.

Expenses will be billed in addition and shown as a separate figure. Attached is a pro-forma invoice showing the level of accounting detail we will provide.

We will comply with all applicable laws, rules, and regulations of federal, state, and local government entities.

Our ability to carry out the work required will be heavily dependent upon our experience in providing similar services to others, and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out the engagements. The results obtained, our recommendations, and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered.

This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Florida.

EXHIBITS

State of Florida

Department of State

I certify from the records of this office that ROBERT E. SLAVIN, INC. is a Georgia corporation authorized to transact business in the State of Florida, qualified on December 3, 1999.

The document number of this corporation is F99000006234.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 13, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of January,
2021*



Randy Lee
Secretary of State

Tracking Number: 1516065692CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that SLAVIN MANAGEMENT CONSULTANTS is a Fictitious Name registered with the Department of State on November 19, 2013.

The Registration Number of this Fictitious Name is G13000113499.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twentieth day of November, 2013.*

Ken Detmer

Secretary of State



900254018915-112013-G13000113499

For additional details, visit the following URL: <https://efile.sunbiz.org/certauthver.html>

Citrus County, Florida

Invites your interest in the position of

COUNTY ADMINISTRATOR



ABOUT CITRUS COUNTY, FLORIDA

Citrus County was established in 1887 by the Florida Legislature. It is located in the west central portion of Florida. As of the 2020 census, the County's population was 153,843. The County covers 773 square miles of which 582 square miles is land and 192 square miles is water. The County seat is Inverness and it's largest community is Homosassa Springs. Citrus County comprises the Homosassa Springs, Florida Metropolitan Statistical Area.

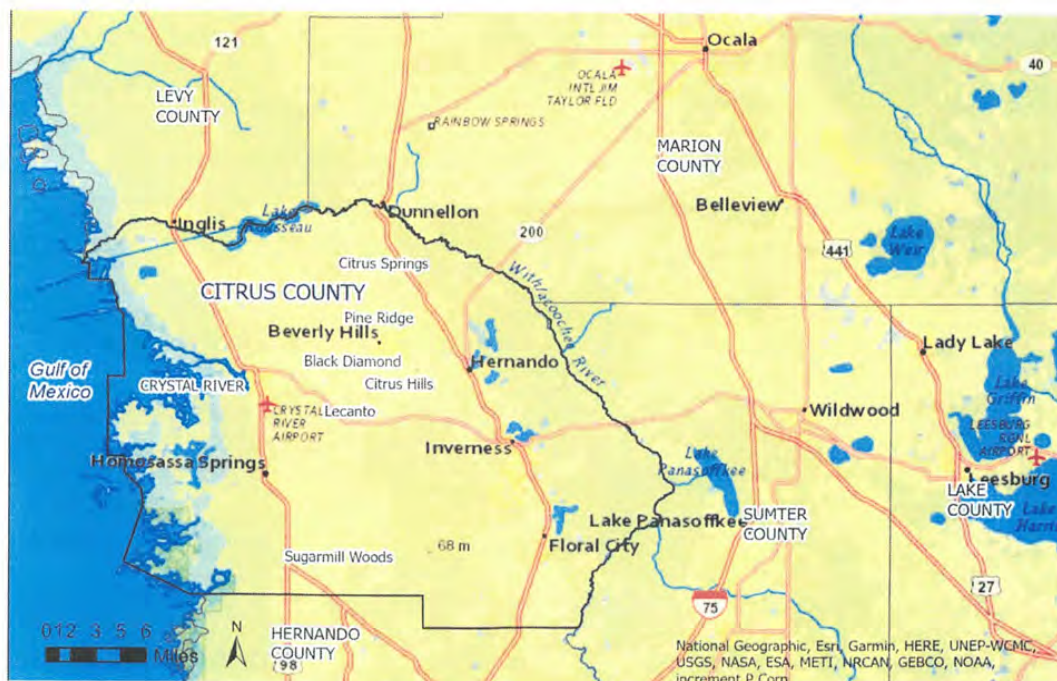
The County is home to many retirees, however, it is looking to expand its economic base. Citrus County's current financial base includes small business, health care, agriculture, banking and related financial institutions, as well as a large utility company.

There are a number of uninhabited and/or sparsely inhabited coastal islands that can be accessed via watercraft. While some of the Citrus County islands are state lands thus available for public use for recreational opportunities, many other Citrus County islands are either wholly or partially owned by private parties.

Citrus County is a community filled with welcoming small towns and the wonder of natural Florida. Centrally located on the Gulf Coast, Citrus County boasts a relaxed lifestyle with plenty of opportunities for recreation and entertainment in an unspoiled environment. Living in Citrus is to enjoy world-class scenery, a superior schools system, excellent medical care, and local charm.

Like all Florida residents, those living in Citrus County are not subjected to any state income tax. However, unlike some of the more urban parts of the state, Citrus County residents enjoy a relaxed atmosphere where they don't have to worry about high prices that you might find in many popular tourist areas. The cost of living is very reasonable in Citrus County.

CITRUS COUNTY, FLORIDA



THE CITRUS COUNTY GOVERNMENT

Since 1980, Citrus County has operated under a Commission/Administrator form of government. The Board of County Commissioners (BOCC) serves as the board of directors and is responsible for establishing policies and procedures. The BOCC is comprised of five members who are elected by Citrus County citizens. The five members represent five districts. They are elected to four-year terms. Commissioners must reside in one of the five districts to qualify for office although they are elected "at large" by all voters in Citrus County. In addition to the members of the BOCC, Citrus County citizens elect the following constitutional officers: the Clerk of the Circuit Court, Judicial Services, the Property Appraiser, the Sheriff, the Supervisor of Elections and the Tax Collector.

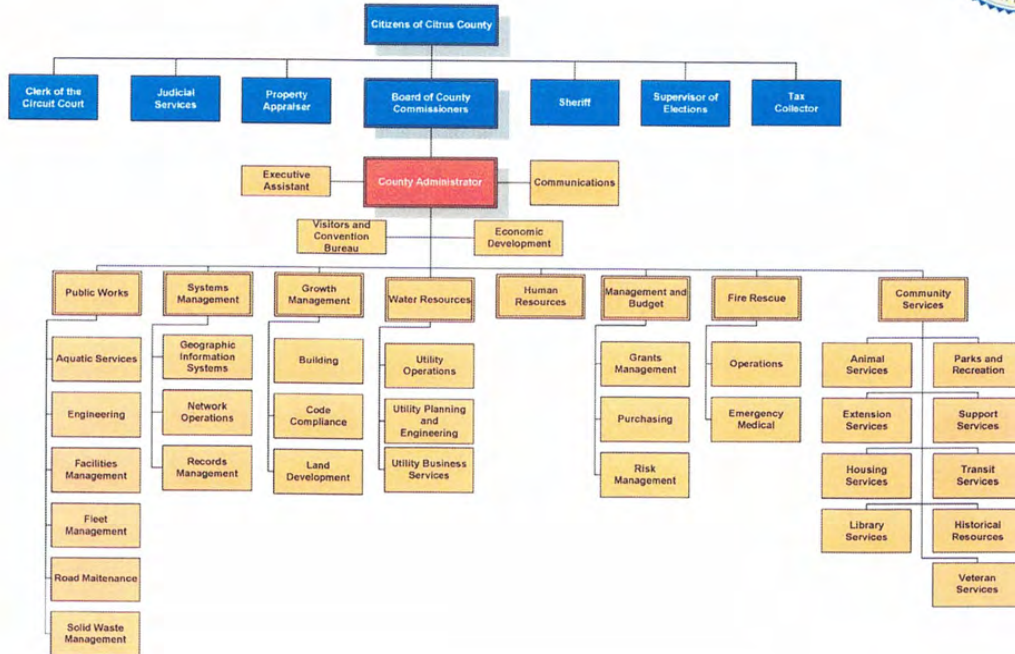
The County Administrator is appointed by and serves at the pleasure of the Board of County Commissioners. According to the Citrus County Administrative Regulation 2.01-8, the County Administrator oversees ten County departments with twenty-five divisions and two offices under the Board of County Commissioners and serves the Board as its agent in administrative matters. The Administrator serves as the liaison between the Board of County Commissioners and the citizens of Citrus County. The Assistant County Administrator assists with routine administrative functions and agenda development and presentation.

The County Administrator manages a wide range of services including Public Works, Systems Management, Community Services, Growth Management, Water Resources, Human Resources, Management and Budget, Visitors and Convention Bureau, Fire Rescue, and Economic Development. The County employs approximately 750 FTEs and has a current total budget of \$398,490,010.

More information about Citrus County is available on the web at: www.citrusbocc.com.



**CITRUS COUNTY, FLORIDA
BOARD OF COMMISSIONERS
Organizational Chart**



CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

Jeff Kinnard DC

District 1

Ronald Kitchen

District 2/Chair

Ruthie Davis Schlabach

District 3

Scott Carnahan

District 4

Holly Davis

District 5



Crystal River Historic Downtown

ISSUES AND OPPORTUNITIES

- The County is in the process of developing and implementing a Strategic Plan.
- The County is in good financial condition but will need to increase revenue to meet projected future needs.
- With significant growth occurring in Citrus County, the County need to be “in front” of the growth and be an active participant in it.
- To attract higher paying jobs, the County needs assertive economic development leadership to recruit new employers to its industrial parks and other available industrial and commercial sites.
- County infrastructure is in need of repair and improved maintenance—the County needs to take care of existing assets.
- Suncoast Parkway Intersection Planning needs to be completed to support the completion of the Suncoast Parkway in Citrus County
- County employee pay is perceived to be low - a pay study is currently underway to address this issue.
- There are a significant number of vacant County positions which need to be filled.
- The County’s natural resources and small town charm are highly valued and need to be protected.

CITRUS COUNTY, FLORIDA

Vision Statement

A welcoming, economically vibrant community where people and nature live in harmony.

Mission Statement

To manage growth and foster prosperity by prioritizing the protection of environmental assets, the development and maintenance of infrastructure, and the health, safety, and well-being of its citizens.

Core Values

Transparency
Respect
Stewardship
Integrity
Accountability
Innovation

Strategic Goals

- Update and retain a dynamic Comprehensive Plan that implements smart growth strategies to guide future development.
- Lead and manage through multiple partnerships to attract and retain talent to grow and diversify the local economy.
- Prioritize the protection and improvement of environmental assets.
- Cultivate an environment that encourages entrepreneurial spirit and economic development while ensuring all citizens are connected to resources that provide a path to prosperity.
- Invest in infrastructure sufficient to support protected growth with priority given to correcting current infrastructure deficits.
- Develop/establish a comprehensive system of care for mental and physical health that will address the growing need for services by all citizens.
- Broaden the County's tax base and plan for early education to develop skills needed to ensure a prosperous future to cultivate business growth.
- Provide fiscal and environmental stewardship and facilitate the growth of the County's healthcare, medical and public safety workforce.





Crumps Landing in Homosassa

THE COUNTY ADMINISTRATOR

Under the Board of County Commissioner's general oversight, the County Administrator serves as the administrative head of the County government, overseeing the daily operations of Citrus government and executing the policies and directives of the BOCC.

Among other duties and responsibilities, the County Administrator:

- Serves as the chief administrative officer of the County
- Executes the policies, directives, and legislative actions of the BOCC
- Directs and coordinates operations of the County
- Prepares annual operating and capital budgets for the BOCC and requires such reports, estimates and statistics as necessary from County departments and agencies
- Supervises the expenditure of appropriated funds
- Prepares financial and administrative reports for the BOCC
- Administers County personnel policies including salary and classification plans approved by BOCC
- Employs County personnel subject to BOCC appropriation of funds for the purpose
- Responds to requests for information and/or assistance from individuals, business and private organizations, other governments and community groups
- Works with elected officials (local, state and national) to ensure that all County departments operate in the most efficient and effective way to provide services and accountability to the County's taxpayers (residents)
- Ensures that departments are responsive to and respectful of the various constituents in the community
- Performs other duties as required by the BOCC.

REQUIREMENTS

Minimum Training and/or Experience: Bachelor's Degree in Public Administration, Business Administration or related field; Master's degree in Public Administration or Business Administration is preferred. Minimum of seven years of local government experience including four years of executive level experience or an equivalent combination of education and experience. Prefer experience gained in a county government or other large, multifaceted organizations providing similar services. Florida experience is preferred but not required.

Required Interpersonal Characteristics, Personal Qualities and Professional Strengths

- Respects the role of the Board of County Commissioners as policy makers and the County Administrator's role as "running the County".
- Able to work effectively with five commissioners - treats them all equally and fairly.
- Available and responsible to the Commission.
- Approaches issues and opportunities with a "yes we can" attitude.
- Has a "get things done" mentality.
- Strong and not easily intimidated.
- A capable manager who does not micro manage.
- Willing to make a long-term commitment to Citrus County and does not view the job as a professional stepping stone.
- Strong commitment to providing excellent customer service.
- Supportive of staff.
- Skilled at attracting, developing, and retaining employees.
- Employee relations – communicates effectively with staff.
- Finance and budget management.
- Revenue enhancement.
- Economic Development.
- Forward focused; sees big picture but stays abreast of current work.





The compensation for the County Administrator will be highly competitive and will include a generous benefit package. The County will pay reasonable and customary moving expenses.

To apply: The position will remain open until filled and the process will move forward immediately upon receipt of an adequate pool of well-qualified applicants. A first review of resumes is scheduled for August 19, 2022. If interested, please email your resume and cover letter with salary expectations right away to



Robert E. Slavin or Barbara Lipscomb
SLAVIN MANAGEMENT CONSULTANTS

3040 Holcomb Bridge Road, A1

Norcross, Georgia 30071

Phone: (770) 449-4656

Fax: (770) 416-0848

E-mail slavin@bellsouth.net



For additional information about this position, contact Robert E. Slavin or Barbara Lipscomb at Slavin Management Consultants by phone at (770) 449-4656 or by email at slavin@bellsouth.net.

Note: Under Florida Law, resumes are public documents and will be provided to the media upon request. Please call prior to submitting your resume if confidentiality is important to you.

Citrus County is an Equal Opportunity Employer

PRO FORMA INVOICE

INVOICE DATE: _____

CLIENT: _____

ADDRESS: _____

CITY, STATE: _____

Progress billing for professional services
rendered in connection with our agreement:

(Invoice __ of __) \$XXXX.XX

Reimbursable expenses at cost:

Airfare	\$ XXX.XX
Hotel	XX.XX
Ground Transportation	XX.XX
Meals	XX.XX
Tips	XX.XX
Telephone	XXX.XX
Clerical Support	XXX.XX
FAX	XX.XX
Messenger Service	XX.XX
Copies	XX.XX
Postage	XX.XX
Misc. Direct Costs	XX.XX
Total Expenses	\$XXXX.XX
TOTAL INVOICE	<u>\$XXXX.XX</u>

CLIENT LIST BY CATEGORY

The following list of clients represent organizations for which our principal Consultants performed significant project work. This client list spans thirty years of experience of SMC consultants. Please contact SMC if you desire to speak with the individuals who were project contacts.

MUNICIPALITIES

Aiken, South Carolina	Corpus Christi, Texas
Albany, Georgia	Corta Madera, California
Alpharetta, Georgia	Corinth, TX
Altamonte Springs, Florida	Creedmoor, North Carolina
Anaheim, California	Culver City, California
Ann Arbor, Michigan	Dallas, Texas
Arlington, Texas	Danville, Kentucky
Arlington Heights, Illinois	Davenport, Iowa
Arvada, Colorado	Davie, Florida
Atlanta, Georgia	Daytona Beach, Florida
Atlantic Beach, Florida	Decatur, Georgia
Asheville, North Carolina	Decatur, Illinois
Auburn, Maine	Delray Beach, Florida
Aurora, Colorado	Del Rio, Texas
Austin, Texas	Denton, Texas
Bartlesville, Oklahoma	Destin, Florida
Bentonville, Arkansas	Dothan, Alabama
Bergenfield, New Jersey	Dubuque, Iowa
Berkeley, California	Duluth, Georgia
Beverly Hills, California	Dunedin, Florida
Birmingham, Alabama	Durango, CO
Bisbee, Arizona	Durham, North Carolina
Blacksburg, Virginia	Eagle Pass, Texas
Bloomington, Illinois	East Brunswick Township, New Jersey
Bothell, WA	Edmond, Oklahoma
Boynton Beach, Florida	Elgin, Illinois
Branson, Missouri	Enfield, Connecticut
Brea, California	Englewood, Colorado
Bridgeport, Connecticut	Escondido, California
Broken Arrow, Oklahoma	Evanston, Illinois
Brownsville, Texas	Fort Collins, Colorado
Bryan, Texas	Fort Pierce, Florida
Burbank, California	Fort Lauderdale, Florida
Camarillo, California	Fort Smith, AR
Carson, California	Fort Worth, Texas
Cary, North Carolina	Frankfort, Kentucky
Casper, Wyoming	Franklin, Tennessee
Chapel Hill, North Carolina	Frisco, Colorado
Charlotte, North Carolina	Gainesville, Florida
Cherry Hills Village, Colorado	Gainesville, Georgia
Chesapeake, Virginia	Galesburg, Illinois
Clearwater, Florida	Garden City, New York
Cleveland, OH	Glastonbury, Connecticut
Clinton, SC	Glendale, Arizona
Columbia, Missouri	Glen Ellyn, Illinois
Columbus, Georgia	Golden, Colorado
Concord, New Hampshire	Grand Rapids, Michigan
Coral Gables, FL	Greensboro, North Carolina
Coral Springs, Florida	Gulfport, Florida

Hardeeville, SC
 Hemet, California
 Hercules, California
 Highland Park, Illinois
 Hollywood, Florida
 Homestead, Florida
 Huntington Beach, California
 Independence, Missouri
 Independence, Kansas
 Iowa City, Iowa
 Jacksonville Beach, Florida
 Jupiter, Florida
 Kalamazoo, Michigan
 Kansas City, Missouri
 Lake Worth, Florida
 Lakewood, Colorado
 Lapeer, Michigan
 Laramie, Wyoming
 Laredo, Texas
 Lenexa, Kansas
 Liberty, Missouri
 Lillburn, Georgia
 Little Rock, Arkansas
 Long Beach, California
 Longmont, Colorado
 Manassas, Virginia
 Mansfield, Massachusetts
 Maplewood, Missouri
 Marshfield, Missouri
 Miami Beach, Florida
 Milwaukie, Oregon
 Minneapolis, Minnesota
 Miramar, Florida
 Modesto, California
 Muscatine, Iowa
 Neptune Beach, Florida
 Newark, Delaware
 New Smyrna Beach, Florida
 Norfolk, Virginia
 Norman, Oklahoma
 North Las Vegas, Nevada
 North Miami Beach, Florida
 Northglenn, Colorado
 North Port, Florida
 Norwich, Connecticut
 Oberlin, Ohio
 Ocean City, Maryland
 Oceanside, California
 Olathe, Kansas
 Oklahoma City, Oklahoma
 Orlando, Florida
 Oxnard, California
 Paducah, Kentucky
 Palm Bay, Florida
 Palm Beach Gardens, Florida
 Palo Alto, California
 Panama City, Florida
 Park Ridge, Illinois

Pasadena, California
 Peoria, Illinois
 Phoenix, Arizona
 Pittsburg, Kansas
 Pompano Beach, Florida
 Portage, Michigan
 Pueblo, Colorado
 Richmond, California
 Richmond, Virginia
 Riverside, California
 Riverview, Michigan
 Roanoke, Virginia
 Rock Hill, South Carolina
 Rockville, Maryland
 Sacramento, California
 St. Louis Park, Minnesota
 Salem, Oregon
 San Diego, California
 San Fernando, California
 San Francisco, California
 San Jose, California
 San Juan Capistrano, California
 Sandersville, Georgia
 Santa Ana, California
 Santa Monica, California
 Sarasota, Florida
 Shaker Heights, Ohio
 Simi Valley, California
 Sioux City, Iowa
 Snellville, Georgia
 South Brunswick Township, New Jersey
 Springfield, Missouri
 Steamboat Springs, Colorado
 Stratford, Connecticut
 Storm Lake, Iowa
 Sunnyvale, California
 Sunrise, Florida
 Takoma Park, Maryland
 Topeka, Kansas
 Titusville, Florida
 Thornton, Colorado
 Traverse City, Michigan
 Topeka, Kansas
 Turlock, California
 Upper Arlington, Ohio
 Urbana, IL
 Urbandale, Iowa
 Valdez, Alaska
 Venice, FL
 Virginia Beach, Virginia
 Waco, Texas
 Warrensburg, Missouri
 Washington, Illinois
 West Des Moines, Iowa
 West Hartford, Connecticut
 West Hollywood, California
 West Palm Beach, Florida
 Wichita, Kansas

Windham, Connecticut
Winston-Salem, North Carolina
Winter Park, Florida

Worthington, Minnesota
Ypsilanti, Michigan

COUNTIES

Adams County, Colorado
Alameda County, California
Albemarle County, Virginia
Arapahoe County, Colorado
Beaufort County, South Carolina
Broward County, Florida
Brown County, Wisconsin
Buffalo County, Nebraska
Buncombe County, North Carolina
Chaffee County, Colorado
Cass County, Michigan
Chesterfield County, Virginia
Clark County, Nevada
Cobb County, Georgia
Dade County, Florida
Dunn County, Wisconsin
Eagle County, Colorado
Escambia County, Florida
Fairfax County, Virginia
Forsyth County, Georgia
Fremont County, Colorado
Fresno County, California
Fulton County, Georgia
Georgetown County, South Carolina
Glynn County, Georgia
Gunnison County, Colorado
Hall County, Georgia
Hamilton County, Ohio
Harnett County, NC
Johnson County, Kansas
Ketchikan-Gateway Borough, Alaska
Lake County, Florida
Lake County, Illinois
La Plata County, Colorado
Leon County, Florida
Lincoln County, North Carolina
Livingston County, Illinois
Los Angeles County, California

Martin County, Florida
McHenry County, Illinois
Mecklenburg County, North Carolina
Mendocino County, California
Mesa County, Colorado
Moffat County, Colorado
Monterey County, California
Muscatine County, Iowa
New Kent County, Virginia
Orange County, New York
Orange County, North Carolina
Palm Beach County, Florida
Peoria County, Illinois
Pinellas County, Florida
Polk County, Florida
Prince William County, Virginia
Ramsey County, Minnesota
St. Louis County, Minnesota
Saline County, Kansas
San Diego County, California
San Luis Obispo County, California
San Mateo County, California
Sarasota County, Florida
Sedgwick County, Kansas
Seminole County, Florida
Sonoma County, California
South Fulton, GA
Springettsbury Township, Pennsylvania
Spotsylvania County, Virginia
Tazewell County, IL
Volusia County, Florida
Wake County, North Carolina
Washtenaw County, Michigan
Whiteside County, Illinois
Whitfield County, Georgia
Yolo County, California

OTHER ORGANIZATIONS

Development Groups

Arrowhead Regional Development, Duluth,
Minnesota
Columbia Development Corporation, South
Carolina
Fresno Economic Development Commission,
California
Fresno Redevelopment Authority, California
GoTopeka, Inc., Kansas

Lincoln Road Development Corporation, Miami
Beach, FL
Los Angeles, California, Community
Redevelopment Agency
Mid-American Regional Council, Kansas City,
Missouri
West Palm Beach Downtown Development
Authority, Florida

Housing Authorities

California Housing Finance Agency
Jefferson County Housing Authority, Alabama
Las Vegas Housing Authority
Memphis Housing Authority, Tennessee
Ocala Housing Authority, Florida
Peoria Housing Authority, Illinois

Libraries

Birmingham, Alabama Public Library
Central Arkansas Library System
Lexington, Kentucky Library System
Metropolitan Library System of Oklahoma
Moline Public Library

Non-Profits and Other Governmental Jurisdictions

California State Government
CDC Federal Credit Union, Atlanta, Georgia
District of Columbia
Fresno Employment and Training Commission, California
Jefferson County Personnel Board, Alabama
Local Government Insurance Trust, Maryland
Los Angeles, California Department of Community Public Health Los Angeles, California
California Music Center Operating Company
Los Angeles Olympics Organizing Committee
Metropolitan Nashville, Tennessee Arts
Mississippi Regional Housing Authority
Southeast Mississippi Rural Health Initiative Commission
Parkland Hospital, Texas
Southwest Florida Regional Planning Council

Professional Associations

American Public Works Association
Association of County Commissioners, Georgia
Georgia Municipal Association
International City/County Management Association
Iowa League of Cities
Missouri Municipal League

School Districts

Adams County School District #14, Commerce City, Colorado
Lake Sumpter Community College, Florida
Dallas Independent School District, Texas

Transportation Agencies

Alameda-Contra Costa Transit District, Oakland, California
Bay Area Rapid Transit District, Oakland, California
Dallas Area Rapid Transit District, Dallas, Texas
Greater Dayton Regional Transportation Authority
Kalamazoo County Transportation Authority
Lee County Port Authority, Florida
Metra (Chicago Commuter Rail System)
MetroPlan Orlando (MPA)
Port Everglades Authority, Fort Lauderdale, Florida
Orlando - Orange County Expressway Authority
Port of Sacramento, California
Riverside Transit Agency, California
San Francisco Bay Area Rapid Transit District, California
Sarasota/Manatee Airport Authority, Florida
Southern California Rapid Transit District

Utilities

Columbus Water Works, Georgia
Greater Peoria Sanitation District
Gulf Shores Utilities
Metropolitan Sewer District of Greater Cincinnati, Ohio
Orange Water and Sewer Authority (North Carolina)
Public Works Commission of Fayetteville, North Carolina
Rivanna Solid Waste Authority, Virginia
Rivanna Water and Sewer Authority, Virginia
Sacramento Municipal Utility District, California
South Florida Water Management District
Spartanburg Utility District, South Carolina

EEO STATEMENT

Slavin Management Consultants (SMC) is committed to building a diverse workforce which reflects the face of the community we serve, honors and respects the differences and abilities of all our employees and residents, and provides employees with the necessary opportunities, tools, and support to achieve their maximum potential.

Equitably managing a diverse workforce is at the heart of equal opportunity. Valuing diversity is the basis for a policy of inclusion. Diversity recognizes and respects the multitude of differences which employees bring to the workplace. Diversity complements organizational values that stress teamwork, leadership, empowerment, and quality service. Diversity means striving to maintain an environment in which managers value the differences in their employees and take steps to ensure that all employees know they are welcome.

To achieve workplace equity and inclusion, SMC will observe the practices outlined below:

- It is the policy of Slavin Management Consultants to provide equal opportunity to all qualified employees and applicants without regard to race, color, religion, age, sex (including gender identity, sexual preference, and pregnancy), marital status, national origin or ancestry, genetic make-up, disability status, protected veterans' status, equal pay or any other characteristic protected by law..
- Our recruiting efforts will ensure that applicant pools are both capable and diverse.
- We will make employment decisions based on job-related criteria and will provide opportunities for entry and promotion into non-traditional jobs.
- We will ensure a workplace free of all forms of harassment.
- We will develop a procedure for prompt, thorough and impartial investigations of discrimination or harassment complaints and will act on appropriate measures to provide remedy or relief to individuals who have been victims of illegal discrimination or harassment.

Measures to ensure accountability for managing diversity will be incorporated into the performance management system for supervisors and managers. The chief executive officer will evaluate the effectiveness of our diversity policies and programs.

By creating a workplace where everyone can work towards their maximum potential, SMC will retain quality, productive employees who will provide excellent services to our clients.

SMC SEXUAL HARASSMENT POLICY

Slavin Management Consultants (SMC) is committed to providing a workplace that is free from sexual harassment. Sexual harassment in the workplace is against the law and will not be tolerated. Should the company determine that an allegation of sexual harassment is credible, it will take prompt and appropriate corrective action.

What Is Sexual Harassment?

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- An employment decision affecting that individual is made because the individual submitted to or rejected the unwelcome conduct; or
- The unwelcome conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or abusive work environment.
- Certain behaviors, such as conditioning promotions, awards, training or other job benefits upon acceptance of unwelcome actions of a sexual nature, are always wrong.

Unwelcome actions such as the following are inappropriate and, depending on the circumstances, may in and of themselves meet the definition of sexual harassment or contribute to a hostile work environment:

- Sexual pranks, or repeated sexual teasing, jokes, or innuendo, in person or via e-mail;
- Verbal abuse of a sexual nature;
- Touching or grabbing of a sexual nature;
- Repeatedly standing too close to or brushing up against a person;
- Repeatedly asking a person to socialize during off-duty hours when the person has said no or has indicated he or she is not interested (supervisors in particular should be careful not to pressure their employees to socialize);
- Giving gifts or leaving objects that are sexually suggestive;
- Repeatedly making sexually suggestive gestures;
- Making or posting sexually demeaning or offensive pictures, cartoons or other materials in the workplace;
- Off-duty, unwelcome conduct of a sexual nature that affects the work environment. A victim of sexual harassment can be a man or a woman.
- The victim can be of the same sex as the harasser.
- The harasser can be a supervisor, co-worker, other company employee, or a non-employee who has a business relationship with the Slavin Management Consultants.

SMC's Responsibilities Under This Policy:

If SMC receives an allegation of sexual harassment, or has reason to believe sexual harassment is occurring, it will take the necessary steps to ensure that the matter is promptly investigated and addressed. If the allegation is determined to be credible, SMC will take immediate and effective measures to end the unwelcome behavior. SMC is committed to take action if it learns of possible sexual harassment, even if the individual does not wish to file a formal complaint.

SMC will seek to protect the identities of the alleged victim and harasser, except as reasonably necessary (for example, to complete an investigation successfully). SMC will also take the necessary steps to protect from retaliation those employees who in good faith report incidents of potential sexual harassment. It is a violation of both federal law and this policy to retaliate against someone who has reported possible sexual harassment. Violators may be subject to discipline.

Employees who have been found by SMC to have subjected another employee to unwelcome conduct of a sexual nature, whether such behavior meets the legal definition of sexual harassment or not, will be subject to discipline or other appropriate management action. Discipline will be appropriate to the circumstances, ranging from a letter of reprimand through suspensions without pay of varying lengths to

separation for cause. A verbal or written admonishment, while not considered formal discipline, may also be considered.

Employees' Rights and Responsibilities Under This Policy

Any employee who believes he or she has been the target of sexual harassment is encouraged to inform the offending person orally or in writing that such conduct is unwelcome and offensive and must stop.

If the employee does not wish to communicate directly with the offending person, or if such communication has been ineffective, the employee has multiple avenues for reporting allegations of sexual harassment and/or pursuing resolution.

Employees are encouraged to report the unwelcome conduct as soon as possible to his or her supervisor or to the President of SMC.

In addition to reporting sexual harassment concerns to a responsible SMC official, employees who believe they have been subjected to sexual harassment may elect to pursue resolution in several ways, including:

Mediation: Mediation is an informal way to resolve office problems using a trained mediator who facilitates communication between the parties to the dispute. If an employee chooses to attempt resolution through mediation, management is obligated by Company policy to send a representative to the table. If a resolution is not reached, the parties may continue to pursue their rights in any other appropriate forum.

EEO processes: All SMC employees can file an Equal Employment Opportunity (EEO) complaint with the United States Equal Employment Commission (EEOC). An employee who wishes to file a complaint under EEO procedures must consult an EEO counselor within 45 days of the alleged incident. It is not necessary for an employee to complain to his/her supervisor before approaching an EEO counselor, nor to attempt informal resolution through mediation or other means. EEOC contact information:
<https://eeoc.com>. Phone 1 (800) 669-4000

All SMC employees are required to comply with this policy. Employees are also expected to behave professionally and to exercise good judgment in work-related relationships, whether with fellow employees, business colleagues, or members of the public with whom they come into contact in the course of official duties. Further, all employees are expected to take appropriate measures to prevent sexual harassment. Unwelcome behavior of a sexual nature should be stopped before it becomes severe or pervasive and rises to a violation of law.

MINORITY AND WOMEN PLACEMENTS

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
<i>ALACHUA COUNTY, FL</i>	County Administrator			X
<i>ALBANY, GA</i>	City Manager	X		
	Police Chief	X		
	Assistant City Manager	X		
	Human Resources Director	X		
<i>ALTAMONTE SPRINGS, FL</i>	Finance Director		X	
<i>ASPEN, CO</i>	City Manager		X	
<i>AUSTIN, TX</i>	City Auditor		X	
	City Manager		X	
	Police Chief			X
<i>BERKELEY, CA</i>	City Manager	X		
	Public Works Director			X
<i>BEVERLY HILLS, CA</i>	Sanitation Director	X		
	Library Director		X	
<i>BOCA RATON, FL</i>	City Manager		X	
	Asst. City Manager		X	
<i>BOTHELL, WA</i>	City Manager		X	
<i>BOISE, ID</i>	Chief Financial Officer	X		
<i>BROWARD COUNTY, FL</i>	Assistant Director of Equal Employment	X	X	
	Director of Budget	X		
<i>BOISE, ID</i>	Chief Financial Officer		X	
<i>BRYAN, TX</i>	Municipal Court Judge		X	
	City Manager		X	
<i>BUNCOMBE COUNTY, NC</i>	County Manager	X	X	
<i>CAMARILLO, CA</i>	City Clerk		X	
<i>CARSON, CA</i>	Planning Director		X	
<i>CHAPEL HILL, NC</i>	Transportation Director		X	
	Human Resources Director		X	
<i>CHARLOTTE COUNTY, FL</i>	County Attorney		X	
<i>CENTRAL CITY ASSN. OF THE CITY OF LOS ANGELES (CA)</i>	Director of Security	X		
<i>CHARLOTTE, NC</i>	Neighborhood Services Director	X		
<i>COLUMBIA, MO</i>	Police Chief	X		

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
CORINTH, TX	Director of Economic Development		X	X
CORPUS CHRISTI, TX	City Manager			X
CULVER CITY, CA	Finance Director			X
DANE COUNTY, WI	Director of Human Services		X	
DALLAS INDEPENDENT SCHOOL DISTRICT (TX)	Chief Financial Officer	X	X	
DALLAS, TX	City Attorney		X	
DAYTONA BEACH, FL	City Manager	X		
DECATUR, GA	Chief of Police	X		
DISTRICT OF COLUMBIA	Executive Director Alcoholic Beverage Regulations Commission		X	
DURANGO, CO	City Manager			X
DURHAM, NC	City Manager	X		
	City Manager	X	X	
	Police Chief		X	
	Public Works Director	X	X	
ESCAMBIA COUNTY, FL	Assistant County Administrator	X		
ESCONDIDO, CA	Civic Center Construction Mgr		X	
FRANKFORT, KY	City Manager		X	
EVANSTON, IL	City Manager		X	
FRESNO, CA (PIC)	Executive Director	X		
FORT COLLINS, CO	City Attorney		X	
FORT LAUDERDALE, FL	Fire Chief	X		
FORT MYERS, FL	City Manager	X		
	Police Chief	X		
FORT WORTH, TX	Auditor General		X	
	Police Chief	X		
FRANKLIN, TN	Director of Community Development		X	
FRESNO, CA (PIC)	Executive Director	X		
GAINESVILLE, FL	Equal Employment Director	X		
GEORGETOWN, SC	City Administrator		X	
GEORGETOWN COUNTY, SC	County Manager	X	X	
GLASTONBURY, CT	Human Resources Director	X	X	
GLENWOOD SPRINGS, CO	City Manager		X	
GREENBELT HOMES, INC. (MARYLAND)	Executive Director		X	
GREENSBORO, NC	Assistant City Manager	X		

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
GREENVILLE, NC	City Manager	X	X	
HAMILTON COUNTY, OH	Jobs and Family Services Director		X	
HILLSBOROUGH COUNTY (FL) CHILDREN'S BOARD	Executive Director		X	
HOLLYWOOD, FL	City Manager	X		
JUPITER, FL	Assistant to the City Manager		X	
	Public Works Director			X
KALAMAZOO, MI	City Manager		X	
	Assistant City Manager		X	
LAKE COUNTY, FL	County Attorney		X	
LAKE COUNTY, IL	Purchasing Director		X	
	Human Resources Director	X		
	Assistant County Administrator		X	
LAKE COUNTY, IL HEALTH DEPARTMENT	Executive Director		X	
LAKE WORTH, FL	Utilities Customer Services Manager	X		
LA PLATA COUNTY, CO	Human Services Director		X	
LAREDO, TX	City Manager			X
LEE COUNTY, FL	County Administrator		X	
	Human Resources Director	X		
LINCOLN ROAD DEVELOPMENT CORP.	Executive Director		X	
LONG BEACH, CA	Police Chief	X	X	
	Executive Director, Civil Service Commission			
LONGMONT, CO	City Manager			X
LONGVIEW, CO	Assistant City Manger		X	
LOS ANGELES, COMMUNITY REDEVELOPMENT AGENCY	Sr. Project Manager	X		X
	Project Manager	X		
	Project Manager			X
LOS ANGELES COUNTY (CA) HEALTH SYSTEMS AGENCY	Executive Director	X	X	
	Deputy Exec. Dir.			X
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH	Public Health Director	X		
LOS ANGELES OLYMPICS ORGANIZING COMMITTEE	Human Resources Director	X	X	
	Director of Venues		X	
MAPLEWOOD, MO	City Manager	X		

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
METROZOO (MIAMI FL)	Director of Marketing		X	
MEMPHIS (TN) HOUSING AUTHORITY	Executive Director	X		
MIAMI (FL) OFF-STREET PARKING SYSTEM	Finance Director			X
MIAMI VALLEY REGIONAL TRANSIT AUTH. (DAYTON, OH)	Executive Director	X	X	
MIRAMAR, FL	City Manager		X	
MISSISSIPPI REGIONAL HOUSING AUTHORITY VIII	Executive Director	X		
MONTEREY COUNTY, CA	Hospital Administrator	X		
MONTGOMERY COUNTY BOARD OF DEVELOPMENTAL DISABILITIES	Executive Director	X	X	
MOUNT DORA, FL	City Manager		X	
NOAH DEVELOPMENT CORPORATION	Executive Director	X		
NEWARK, DE	City Manager	X		
NORFOLK, VA	Human Resources Director	X		
	Senior Engineer		X	
NORFOLK, VA	Social Services Director	X		
OAK PARK, IL	Village Manager		X	
OCALA (FL) PUBLIC HOUSING AUTHORITY	Executive Director	X		
OVERLIN, OH	City Manager		X	
ORANGE CITY, FL	City Clerk		X	
ORLANDO, FL	Fire Chief	X		
ORMOND BEACH, FL	City Manager	X		
OKLAHOMA CITY, OK	City Manager	X		
PALM BAY, FL	Human Resources Director		X	
PALM BEACH COUNTY, FL	Assistant County Administrator		X	
PALM BEACH COUNTY (FL) CHILDREN'S SERVICES BOARD	Executive Director		X	
PALM BEACH COUNTY (FL) HEALTH CARE DISTRICT	Executive Director		X	
PALM BEACH GARDENS, FL	City Manager (1992) City Manager (1999)		X	X
PALO ALTO, CA	City Attorney		X	
PANAMA CITY, FL	City Clerk/Treasurer		X	

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
PARKLAND, FLORIDA	City Manager		X	
PEORIA (IL) PUBLIC HOUSING AUTHORITY	Executive Director	X		
PHOENIX, AZ	Chief of Police			X
POWDER SPRINGS, GA	City Manager		X	
PRINCE WILLIAM COUNTY, VA	County Executive		X	
	Human Resources Director	X	X	
	Fire Chief	X	X	
RICHMOND, CA	City Manager	X		
RICHMOND, VA	Director of Public Health	X		
ROANOKE, VA	Police Chief	X		
	Economic Development Director		X	
	Assistant City Manager	X	X	
	Director of Human Services		X	
ROCKVILLE, MD	Assistant City Manager		X	
SACRAMENTO, CA	Human Resources Director	X	X	
SAGINAW, MI	Police Chief			X
SAN DIEGO, CA	City Manager	X		
SAN FRANCISCO, CA	Assistant City Administrator		X	
SAN JOSE, CA	Police Chief	X		
SANTA MONICA, CA	Deputy City Manager		X	
SANTA ROSA ISLAND AUTHORITY (FL)	Executive Director		X	
SARASOTA, FL	Human Resources Director	X		
SARASOTA COUNTY, FL	Deputy County Administrator	X		
SELMA, AL	Chief of Police	X		
SHAKER HEIGHTS, OH	City Administrator		X	
SOUTH DAKOTA STATE LEGISLATURE	Chief Legislative Analyst		X	
SOUTH FULTON, GA	Finance Director	X	X	
SE MISSISSIPPI RURAL HEALTH INITIATIVE	General Manager	X	X	
SUNNYVALE, CA	Public Information Officer		X	
	City Clerk		X	
STRATFORD, CT	Human Resources Director		X	
STOCKBRIDGE, GA	City Manager	X		
TAKOMA PARK, MD	City Manager		X	
	Recreation Director	X	X	
	Housing and Community Development Director		X	

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
THORNTON, CO	Public Works Director	X		
	Public Information Officer		X	
	City Attorney			X
TOPEKA, KS	City Manager	X		
	Police Chief	X		
URBANA, IL	Chief Administrative Officer		X	
VALDEZ, AK	City Manager		X	
VENICE, FL	Police Chief		X	
VIRGINIA BEACH, VA	Human Resources Director	X		
VIRGINIA BEACH PARK TRUST (FL)	Executive Director	X		
VOLUSIA COUNTY, FL	County Manager		X	
	Budget Director		X	
	Human Resources Director		X	
	Deputy County Manager		X	
WACO, TX	Deputy City Manager		X	
	Exec. Dir. - Support Services			X
	Assistant City Manager	X		
	Director of Facilities			X
WAKE COUNTY, NC	Human Services Director			X
THE WEINGART CENTER (LOS ANGELES)	Executive Director		X	
WEST COVINA, CA	Planning Director	X	X	
WEST MIFFLIN, PA	Town Administrator		X	
WEST PALM BEACH, FL	Assistant City Administrator	X	X	
WICHITA, KS	Human Resources Dir	X	X	
	Community Services Dir	X	X	
	Communications Director		X	
	Director of Libraries		X	
	Housing and Development Director	X	X	
	City Manager	X		
	City Manager		X	
WYOMING, OHIO	City Manager		X	
YPSILANTI, MI	City Manager	X		
ZOOLOGICAL SOCIETY OF FLORIDA (DADE COUNTY)	Executive Director			X



WBCP

CLIENTS & RECRUITMENTS

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WBCP'S RECRUITERS

WENDI BROWN

*Lead Consultant/Sr.
Executive Recruiter*



I am the President of WBCP, an executive search and human resources consultancy, serving clients in Oregon and California. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. I have worked in various industries – advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor's of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working towards a Master's in Management at Southern Oregon University

TERRI MAUS-NISICH

*Sr. Executive
Recruiter*



Here at WBCP, Terri Maus-Nisich holds a pivotal role as one of our Senior Executive Recruiters, leveraging her extensive background as a distinguished leader in local government. With a local government career spanning over 40 years, Terri's journey includes transformative roles within the County of Santa Barbara, where she ascended from Parks Director to Assistant County Executive Officer, overseeing vital municipal and health/human service departments. Her remarkable impact encompasses leadership in Homeless Services, Communications, and Emergency Management, driving community engagement, disaster recovery, and support for vulnerable populations. Before her tenure in Santa Barbara, Terri spent 15 years with the City of Santa Clarita in roles ranging from analyst to Deputy City Manager. Throughout her remarkable career, Terri prioritized strategic planning, organizational development, and innovative problem-solving, garnering numerous awards. Holding a Bachelor's Degree from UC Santa Barbara, a Masters of Public Administration from Cal State Northridge, and a graduate certificate from Harvard University's JFK School of Government, Terri's commitment to excellence underscores her role as an invaluable asset in identifying top-tier executive talent for local government.

Wendi Brown, President/Owner

wendi@wbcpinc.com | 541-864-0376



WBCP

WBCP'S RECRUITERS

LAUREN GERSON
Executive Recruiter



Lauren serves as an Executive Recruiter at WBCP, where she excels in managing the entire recruitment process. Beginning her career in operations and events for renowned breweries and restaurants, she later transitioned to business operations and career services. Prior to joining WBCP, she assisted jobseekers overcoming employment barriers through a career coaching company. Lauren's diverse background encompasses project management, client relations, resume writing, HR operations, and risk management. She holds a Bachelor's degree in Philosophy with a minor in English Literature from Whittier College, showcasing her analytical and communication skills. Her multi-faceted expertise and dedication make her an asset to WBCP's executive recruitment endeavors.

LEXIE GRAF
*Director of Marketing & Communications/
Recruiter*



Lexie Graf is WBCP's Director of Marketing & Communications. As a marketing professional, she has been primarily focusing on copywriting, content creation, and brand strategy in her career. Lexie has a knack for understanding each clients' unique needs, allowing her to adapt her writing voice and branding as needed. Along with developing and overseeing the creation of social media, marketing materials, and advertising plans for WBCP, Lexie collaborates with the recruitment team in meeting clients' needs and deadlines. Before working at WBCP, Lexie wrote for Indeed and the University of Wisconsin Colleges, helping her develop a deep understanding of career development, recruitment, and public sector careers. Throughout her marketing career, Lexie has produced a wide variety of campaigns and deliverables, such as blogs, digital and print ads, website content, brochures, social media posts, eBooks, and magazines. Notable projects throughout her career include developing content for two websites and collaborating on an email marketing campaign that won an American Advertising Award in multiple categories. Lexie has a Bachelor's in Communications with certificates in Digital Studies and Environmental Studies from the University of Wisconsin – Madison.



WBCP

WBCP'S RECRUITERS

CHRISTA YOUNGERN

*Associate Recruiter/
Project Manager*



As an Associate Recruiter/Project Manager, Christa supports the full cycle of the recruitment process from candidate review and copywriting to interview facilitation and candidate coordination. Prior to joining WBCP, Christa worked in higher education where she recruited blue-chip athletes, built multiple championship teams, and managed complex and politically sensitive projects. She brings an incisive interpersonal skillset as well as deep experience in organizational change management and leadership. Her talent for identifying the oft intangible elements that make a person successful in their role makes her an asset to our clients. Christa has Bachelor of Arts degrees in both Political Science and English from California Lutheran University as well as a Master of Arts degree in Education from Whittier College.

LEVI KUHLMAN

*Associate Recruiter/
Project Manager*



Levi serves as one of WBCP's Associate Recruiters/Project Managers and plays an integral role in managing our recruitments. Some of his primary duties include meeting with clients, screening candidates, preparing for interviews, leading headhunting efforts, and overseeing candidate coordination. Levi's strong interpersonal skills coupled with his eagerness to work with others helps him create lasting relationships with clients and candidates. Prior to his time with WBCP, Levi was the President of a real estate company where he oversaw a residential real estate team in the Willamette Valley. In addition to the great work he does for WBCP, our clients, and our candidates, Levi also operates a small catering company on the side. Currently, Levi is dually enrolled at Oregon State University and Western Governors University pursuing his MBA/MPA.

EXPERIENCE:

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in California, Arizona, Colorado, Idaho, Oregon, and Washington.

California, Arizona, Oregon, and Washington Cities of: Arcata, Ashland (OR), Astoria, Berkeley, Calistoga, Central Point (OR), Ceres, Chandler (AZ), Corte Madera, Culver City, Davis, Dunsmuir, Duvall (WA), Fremont, Fresno, Garibaldi (OR), Grants Pass (OR), Gold Hill (OR), Hemet, Hubbard (OR), Independence (OR), Irvine, Laguna Beach, Larkspur, Lincoln, Livermore, Long Beach, Medford, Milpitas, Napa, Novato, Oakland, Oxnard, Palo Alto, Pasadena, Petaluma, Phoenix (AZ), Phoenix (OR), Port Hueneme, Redding, Riverside, Roseville, Rogue River (OR), Sacramento, San Francisco, San Rafael, Santa Maria, Santa Paula, Santa Rosa, Solvang, Sonoma, Sutter Creek, Truckee, Ventura, Vernon, Victorville, and Windsor.

California, Colorado, Idaho, Oregon, and Washington Counties of: Alameda, Colusa, Contra Costa, El Paso (CO), Fresno, Humboldt, Jackson (OR), King (WA), Lake, Lane (OR), Los Angeles, Marin, Mariposa, Mendocino, Merced, Mono, Napa, Orange, Riverside, Sacramento, San Benito, San Bernardino, San Mateo, San Francisco, San Joaquin, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Solano, Sonoma, Stanislaus, Tuolumne, Yuba, and Yolo.

Local and National Councils, Boards, and Districts: Boulder Creek Protection District, California Prison Industry Authority (CALPIA), Cosumnes Community Services District, Hass Avocado Board (HAB), Jackson County Fire District 5, Los Angeles County Employees Retirement Association (LACERA), Mendocino County Air Quality Management District, Nevada Irrigation District, Newark Chamber of Commerce, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Orange County Employees Retirement System (OCERS), Placer County Transportation Planning Agency (PCTPA), Sacramento Area Flood Control Agency (SAFCA), Sacramento Employment & Training Agency (SETA), Sacramento Public Library Authority, Sacramento Sewer District, Sacramento Suburban Water District, San Benito Council of Governments, San Diego Port Authority, San Rafael Sanitation District (SRSD), Sonoma County Library, Tri-City Mental Health Authority (TCMHA), Truckee-Donner Public Utility District (TDPUD), Tuolumne Utilities District, and Valley Water.

Nonprofit and Joint Powers Authorities (JPAs): CDS Publications, Center Point, Central California Legal Services (CCLS), Community Food Bank, Community Works, Dogs for Better Lives/Dogs for the Deaf, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Gold Coast Health, Greater Richmond Interfaith Program (GRIP), Los Angeles Unified School District (LAUSD), La Public Media, Latino Public Broadcasting, Northern Valley Catholic Social Service (NVCSS), Options Recovery, Radio Bilingüe, Santa Cruz County Animal Services Authority, Teton County Joint Housing Authority (TCJHA), Transitions-Mental Health Association, Valley Consortium for Medical Education (VCME), Water Forum and West Angeles Church of God in Christ.

Private Organizations: Central California Truck and Trailer, Morton & Pitalo, NAVA, SWEED, Touchstone Accounting

Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis): City of Fremont, City of Medford, City of Santa Maria, City of Santa Paula, County of Humboldt, County of Mariposa, County of Santa Barbara, and County of San Luis Obispo.

INDUSTRIES

- | | | |
|--|---|---|
| • Organizational Leadership | • HR, Risk, Labor/Employee Relations | • Planning, Environmental, Community Development, Building, Transit |
| • Economic Development | • Information Technology | • Public Safety |
| • Facilities & Operations | • Legal, Counsel, Clerk | • Public Works, Transportation, Engineering |
| • Financial, Administrative Services, Accounting, Auditing | • Library | |
| • Health & Human Services, Housing, Unhoused | • Marketing, Communications, PR | |
| | • Parks & Rec, Community Services, Arts | |

BELOW IS A SELECTION OF POSITIONS THAT WBCP HAS MANAGED IN VARIOUS INDUSTRIES FOR NONPROFITS, CITIES, COUNTIES, AND DISTRICTS:

ORGANIZATIONAL LEADERSHIP

- City Manager, City of Pasadena, CA
- City Manager, City of Port Hueneme, CA
- City Manager, City of Ceres, CA
- City Manager, City of Santa Rosa, CA
- City Manager, City of Gold Hill, OR
- City Manager, City of Sonoma, CA
- City Manager, City of Petaluma, CA
- City Manager, City of Phoenix, OR
- City Manager, City of Dunsmuir, CA
- City Manager, City of Oxnard, CA
- City Manager, City of Ventura, CA
- City Manager, City of Independence, OR
- City Manager, City of Sutter Creek, CA
- City Manager, City of Garibaldi, OR
- Town Manager, Town of Truckee, CA
- Town Manager, Town of Windsor, CA
- City Administrator, City of Rogue River, OR
- City Administrator, City of Hubbard, OR
- City Administrator, City of Duvall, WA
- County Executive Officer, County of Shasta, CA
- Assistant City Manager (Public Safety), City of Sacramento, CA
- Assistant City Manager (Municipal Services), City of Sacramento, CA
- Deputy City Manager, City of Long Beach, CA
- Chief Executive Officer, CalPIA (California Prison Authority), CA
- Chief Executive Officer, Newark Chamber of Commerce, CA
- Chief Executive Director, Valley Consortium of Medical Education, CA
- Executive Director, Water Forum, CA
- Executive Director, Teton County Joint Housing Authority, ID
- Executive Director, Placer County Transportation Planning Agency, CA
- Executive Director, Options Recovery Services, CA
- Executive Director, Latino Public Broadcasting, CA
- Executive Director, First 5 Association of California, CA
- Executive Director, First 5 Santa Barbara County, CA
- Executive Director, First 5 Fresno, CA
- Executive Director, San Benito Council of Governments, CA
- Executive Director, Northern Valley Catholic Social Service, Redding, CA
- Executive Director, Community Food Bank, CA
- Executive Director, Greater Richmond Interfaith Program, CA
- Executive Director, Tri-City Mental Health Authority, CA
- Executive Director, Sacramento Employment and Training Agency, CA
- Executive Director, Arts Commission, County of Santa Barbara, CA
- Executive Vice President, Center Point, CA
- Vice President/Business Development Director, WBCP Inc., OR
- ACEO - Assistant County Executive Officer, County of Napa, CA

ORGANIZATIONAL LEADERSHIP (CON'T)

- ACEO - Assistant County Administrative Officer, County of Santa Barbara, CA
- ACAO - Assistant County Administrator, County of San Joaquin, CA
- ACAO/HR Director, County of Mariposa, CA
- Assistant Executive Director, First 5 San Mateo, CA
- Chief Operating Officer, IT and Administrative Services, Valley Water, CA
- Chief Operating Officer, Water Utility Enterprise, Valley Water, CA
- Chief Operating Officer, Futures Without Violence, CA
- Chief Operating Officer/Executive Director, Valley Consortium for Medical Education, CA
- Chief Operating Officer, WBCP Inc., OR
- General Manager, Olivehurst Public Utility District, CA
- General Manager, Tuolumne Utilities District, CA
- General Manager, LA Public Media, CA
- General Manager, Radio Bilingüe, CA
- General Manager, Santa Cruz County Animal Services Authority, CA

ECONOMIC DEVELOPMENT

- Director of Innovation and Economic Development, City of Livermore, CA
- Director of Economic Development and Innovation, City of San Rafael, CA

FACILITIES & OPERATIONS

- Executive Assistant of Operations, Hass Avocado Board, CA
- Director of Contracts and Procurement, Valley Water, CA
- Director of Facilities Program Support Services, Los Angeles Unified School District (LAUSD), CA
- Bookkeeper/Operations Assistant, WBCP Inc., OR

FINANCIAL, ADMINISTRATIVE SERVICES, ACCOUNTING, AUDITING

- Chief Financial Officer, County of Marin Employees Retirement Agency, CA
- Chief Financial Officer, Social Services Department, County of Santa Barbara, CA
- Chief Financial Officer, Superior Court of California, County of Santa Barbara, CA
- Internal Audit Chief, County of Santa Barbara, CA
- Division Chief, Auditor Controller, County of San Joaquin, CA
- Fiscal Department Chief, Sacramento Employment and Training Agency (SETA), CA
- Director of Finance, City of Ashland, OR
- Director of Finance, City of Grants Pass, OR
- Director of Finance, City of Lincoln, CA
- Director of Finance, City of Sacramento, CA
- Director of Finance, Community Food Bank, CA
- Director of Finance, Nevada Irrigation District, Grass Valley, CA
- Director of Finance, County of Jackson, OR
- Director of Finance, County of Marin, CA
- Director of Finance, City of Duvall, WA
- Director of Finance, West Angeles Church of God in Christ, CA
- Director of Financial Services, San Diego Port Authority, CA
- Director of Finance/Financial Controller, North American Blueberry Council/USHBC, CA
- Director of Administrative Services and Finance, City of Ashland, OR
- Director of Administrative Services and Finance, City of Solvang, CA
- Director of Administrative Services, City of Irvine, CA

FINANCIAL, ADMINISTRATIVE SERVICES, ACCOUNTING, AUDITING (CON'T)

- Director of Finance and Technology Services, City of Laguna Beach, CA
- Director of Contracts and Procurement, Valley Water, CA
- Assistant Director of Finance, City of Roseville, CA
- Controller, Nevada Irrigation District, CA
- Senior Principal Accountant, City of San Rafael, CA
- Senior Tax Accountant, Touchstone Accounting, OR
- Senior Accountant, Town of Truckee, CA
- Audit Supervisor, County of Santa Barbara, CA
- Payroll Supervisor, County of Santa Barbara, CA
- Finance and Compliance Manager, NABC/USHBC, Folsom, CA
- Finance Manager, County of Santa Barbara, Department of Behavioral Wellness, CA
- Finance Manager, Town of Truckee, CA
- Financial Systems Analyst I/II, County of Santa Barbara, CA
- Financial Systems Analyst I, County of Santa Barbara, CA
- Senior Financial Systems Analyst, County of Santa Barbara, CA
- Lead Internal Auditor, County of Santa Barbara, CA
- Accountant Auditor I/II, County of Santa Barbara, CA

HEALTH & HUMAN SERVICES, HOUSING, UNHOUSED

- Chief of Staff/Chief Medical Executive, California Correctional Health Care Services, CA
- Public Health Officer, County of Humboldt, CA
- Public Health Officer, County of Lake, CA
- Public Health Officer, County of San Joaquin, CA
- Public Health Officer, County of Stanislaus, CA
- Public Health Officer, County of Tuolumne, CA
- Director of Behavioral Health, County of Santa Barbara, CA
- Director of Behavioral Health, County of Tuolumne, CA
- Director of Behavioral Health Services, County of Santa Cruz, CA
- Director of Behavioral Health and Recovery Services, County of Stanislaus, CA
- Director of Behavioral Health and Recovery Services, County of Marin, CA
- Director Operations, Behavioral Health, and Recovery Services, County of Marin, CA
- Director of Social Services, County of San Luis Obispo, CA
- Director of Social Services, County of Santa Barbara, CA
- Director of Social Services and Housing, City of Davis, CA
- Director of Health & Human Services, County of Marin, CA
- Director of Health & Human Services, County of Napa, CA
- Director of Health & Social Services, County of Solano, CA
- Director of Health & Human Services, County of Humboldt, CA
- Director of Health Services, Gold Coast Health Plan, CA
- Director, Health Services Agency, County of Sonoma, CA
- Director, Health Services Agency, County of Santa Cruz, CA
- Director, Health Services Agency, County of San Luis Obispo, CA
- Director of Aging and Adult Services, County of Contra Costa, CA
- Division Director, Adult Systems of Care, County of Marin, CA
- Director of Nursing, County of San Luis Obispo, CA
- Director of Nursing, County of Lake, CA
- Director of Nursing, County of Napa, CA

HEALTH & HUMAN SERVICES, HOUSING, UNHOUSED (CON'T)

- Director of Public Health Nursing, County of Napa, CA
- Director of Public Health, County of Santa Barbara, CA
- Director of Public Health, County of Nevada, CA
- Medical Director, Public Health Clinics, County of Santa Barbara, CA
- Medical Director of Psychiatry, County of Yolo, CA
- Director of Environmental Health, County of Santa Cruz, CA
- Deputy Branch Director, Child, Youth and Family Services, County of Yolo, CA
- Assistant Public Health Officer, County of San Joaquin, CA
- Assistant Public Health Officer – Children's Services, County of San Joaquin, CA
- Assistant Director of Health and Human Services, County of Solano, CA
- Assistant Director of Family and Community Partnerships, Oakland Housing Authority, CA
- Assistant Director of Property Operations, Oakland Housing Authority, CA
- Assistant Director, Forensic, Diversion, & Behavioral Health, County of Alameda, CA
- Assistant Director of Community Development – Affordable Housing/Homelessness Programs, City of San Rafael, CA
- Assistant Director, Forensic, Diversion, & Re-Entry System of Care, County of Alameda, CA
- Senior Deputy Director, Public Health Department, County of San Joaquin, CA
- Senior Development Project Manager – Real Estate, Oakland Housing Authority, CA
- Deputy Director of Behavioral Health Services, County of Santa Cruz, CA
- Air Pollution Control Officer/Deputy Air Pollution Control Officer, Mendocino County Air Quality Management District, CA
- Disease Control & Prevention Manager, County of Santa Barbara, CA
- Behavioral Health Clinical Manager & Behavioral Health Clinical Supervisor, County of Alameda, CA
- Compliance Manager, County of Solano, CA
- Crisis Manager and Forensic Manager, County of Santa Barbara, CA
- Human Services & Crisis Intervention Division Manager, City of Culver City, CA
- Nursing Services Manager, County of Marin, CA
- Housing Program Analyst or Manager, City of San Rafael, CA
- Homeless Program Manager, City of San Rafael, CA
- Health Services Administrator, County of Solano, CA
- Physicians (5 openings), Public Health Clinics, County of Santa Barbara, CA
- Supervising Public Health Nurse, County of Marin, CA
- Public Health Nurse I/II and Senior, County of Lake, CA
- Public Health Nurse I/II and Senior, County of San Luis Obispo, CA
- Community Health Nurse I/II and Senior, County of Lake, CA
- Mental Health Specialists (5), and a Mental Health Manager, County of Jackson, OR
- Mental Health Clinician & Mental Health Specialist, City of Culver City, CA
- Therapists (5 Positions), Family Solutions, OR
- Case Manager, City of Culver City, CA

HUMAN RESOURCES, RISK, LABOR/EMPLOYEE RELATIONS

- Chief of Labor Relations, City of Long Beach, CA
- Chief Human Resources & Organizational Development Officer, City of Santa Maria, CA
- Chief People Officer, County of Mono, CA
- Payroll Division Chief, County of Santa Barbara, CA
- Executive Director of Human Resources and Risk Management, County of El Paso, CO
- Director of Employee Experience and Culture, City of San Rafael, CA

HUMAN RESOURCES, RISK, LABOR/EMPLOYEE RELATIONS

- Director of Organizational Effectiveness and Culture, County of Los Angeles, CA
- Director of Enterprise Risk Management, Oakland Housing Authority, Oakland, CA
- Director of Human Resources, County of Napa, CA
- Director of Human Resources, County of Solano, CA
- Director of Human Resources, County of Mariposa, CA
- Director of Human Resources, County of Humboldt, CA
- Director of Human Resources, City of Berkeley, CA
- Director of Human Resources, City of Petaluma, CA
- Deputy Director of Human Resources, Labor Relations, County of Marin, CA
- Human Resources Manager, County of Solano, CA
- Human Resources Manager, City of Milpitas, CA
- Human Resources Manager & Risk Manager, City of Port Hueneme, CA
- Racial Equity, Diversity, and Inclusion (REDI) Manager, Valley Water, CA
- Risk Manager, County of Marin, CA
- Risk Manager, City of Roseville, CA
- Risk Manager, Cosumnes Community Services District, CA
- Recruitment, Retention, and Selection Manager, County of Santa Barbara, CA
- Labor Relations Manager, County of Solano, CA
- Principal Human Resources Analyst, City of San Rafael, CA
- Recruitment & Selection HR Analyst – Senior or Associate Level, City of Berkeley, CA
- Employee Relations HR Analyst – Senior or Associate Level, City of Berkeley, CA
- Labor Relations Specialist/Labor Relations Program Administrator, Valley Water, CA
- Labor Relations Officer, City of Sacramento, CA

INFORMATION TECHNOLOGY

- Chief Information Officer, County of Solano, CA
- Chief Information Officer, King County, WA
- Chief Information Officer, City of Chandler, AZ
- Chief Information Officer, City of Santa Maria, CA
- Chief Information Officer, County of San Joaquin, CA
- Chief Information Officer, City of Sacramento, CA
- Chief Information Officer, General Hospital, County of San Joaquin, CA
- Chief Information Security Officer (CISO), County of Santa Barbara, CA
- Chief Innovation Security Officer (CISO), City of Riverside, CA
- Chief Operating Officer, First 5 Alameda, CA
- IT Program Director, NAVA Public Benefit Company
- Director of Digital Services, City of San Rafael, CA
- Director of Digital Equity, County of Los Angeles, CA
- Director of IT/Deputy Administrative Officer, Valley Water, CA
- Director of IT, City of Sacramento, CA
- Director of IT, Oakland Housing Authority, CA
- Vice President of Engineering, NAVA, (National)
- Assistant Director of IT, City of Roseville, CA
- Assistant Director of IT, County of Solano, CA
- IT Manager – GIS, County of Solano, CA
- IT Manager – Health and Social Services/County Data Services, County of Solano, CA
- IT Manager, County of Santa Barbara, Social Services, CA

INFORMATION TECHNOLOGY (CON'T)

- IT Manager, Sacramento Suburban Water District, CA
- IT Manager II – Business Solutions, Los Angeles County Employees Retirement Association (LACERA), CA
- IT Manager II – Infrastructure, Los Angeles County Employees Retirement Association (LACERA), CA
- Infrastructure & Operations Manager, County of El Paso, CO
- Assistant IT Manager, County of Marin, CA
- Software Services Manager, Valley Water, CA
- Deputy Airport Director – Information Technology & Innovation, John Wayne Airport, CA
- General Manager - Information Technology Service, County of Los Angeles, CA
- Cloud Migration Architect, County of Santa Barbara, CA
- Infrastructure Architect, County of Santa Barbara, CA
- Operations Technical Support Supervisor, County of Santa Barbara, CA
- Software Engineer (7 positions), County of San Luis Obispo, CA
- Project Manager, County of San Luis Obispo, CA
- Strategy Program Manager, County of El Paso, Colorado
- IT Project Managers (2 positions), County of Solano, CA
- IT Programming Analyst, Reporting, County of Santa Barbara, CA
- IT Analyst (4 positions), City of Milpitas, CA
- Operations Technical Support Supervisor, County of Santa Barbara, CA
- Open Text Business Analyst, County of San Luis Obispo, CA
- Network Engineer, City of Santa Maria, CA
- Network Architect, County of Santa Barbara, CA
- Applications Team Supervisor, County of San Luis Obispo, CA
- IT Security Specialist, County of Santa Barbara, CA
- SAP Software Engineer, County of San Luis Obispo, CA
- IT Security Specialist/Engineer, County of Santa Barbara, CA
- Network Administrators, Superior Court CA, County of Santa Barbara, CA
- Senior Programmer, County of Santa Barbara, CA
- Senior Database Administrator, County of Napa, CA
- Data Engineer, County of Solano, CA
- Software Engineer, Valley Water, CA

LEGAL, COUNSEL, CLERK

- City Attorney, City of Santa Maria, CA
- City Attorney, City of Vernon, CA
- County Counsel, County of San Bernardino, CA
- County Counsel, County of Napa, CA
- County Counsel, County of Jackson, OR
- County Counsel, County of Solano, CA
- County Counsel, County of Marin, CA
- County Counsel, County of Orange, CA
- General Counsel, Orange County Employees Retirement System (OCERS), CA
- Agency Counsel, Sacramento Area Flood Control Agency (SAFCA), CA
- Deputy General Counsel, San Diego Port Authority, CA
- City Clerk, City of Roseville, CA
- City Clerk, City of Livermore, CA
- City Clerk, City of Solvang, CA

LEGAL, COUNSEL, CLERK (CON'T)

- Assistant City Attorney, City of Santa Maria, CA
- Assistant City Attorney, City of Roseville, CA
- Assistant City Attorney (planning and development), City of Santa Maria, CA
- Deputy County Counsel IV, County of Jackson, OR
- County Counsel I/II, III, Assistant County Counsel (5 positions), County of Santa Barbara, CA
- Deputy District Attorney I, County of Jackson, OR
- Public Defender, County of Santa Cruz, CA
- Public Defender, County of Humboldt, CA
- Public Defender, County of Solano, CA
- Assistant County Clerk-Recorder/Registrar of Voters, County of Nevada, CA
- Deputy City Clerk, City of Petaluma, CA
- Administrative Assistant, Legal Counsel, Valley Water, CA

LIBRARY

- Library Director & CEO, Sacramento Library Authority, CA
- Director of Library Services, City of Long Beach, CA
- Director of Library and Recreation, City of San Rafael, CA
- Assistant Director of Library and Recreation, City of San Rafael, CA
- Deputy Library Director, Sonoma County Library, CA
- Branch Services Manager, City of Long Beach, CA

MARKETING, COMMUNICATIONS, PUBLIC RELATIONS

- Strategic Communications Officer, First 5 Alameda, CA
- Director of Marketing and Communications, North American Blueberry Council, CA
- Director of Marketing & Communications, WBCP Inc., OR
- Strategic Communications Officer, First 5 Alameda, CA
- Director of Marketing and Communications, North American Blueberry Council, CA
- Director of Marketing & Communications, WBCP Inc., OR
- Director of Communications and Industry Relations, North American Blueberry Council, CA
- Director of Communications, North American Blueberry Council/USHBC, CA
- Public Relations Specialist, Valley Water, CA
- Social Media and Marketing Specialist, WBCP Inc., OR
- Copywriter, WBCP Inc., OR
- Social Media Coordinator, WBCP Inc., OR

PARKS & RECREATION, COMMUNITY SERVICES, ARTS

- Director of Youth, Parks & Community Enrichment, City of Sacramento, CA
- Director of Community Services, City of , CA
- Director of Community Services, City of San Rafael, CA
- Director of Community Services, County of Santa Barbara, CA
- Director of Community Engagement, City of Davis, CA
- Director of Parks, City of Ashland, CA
- Director of Parks, County of Santa Barbara, CA
- Assistant Director, Recreation and Parks, City of Santa Maria, CA
- Assistant Parks Director, County of Santa Barbara, CA
- Real Estate Program Manager, Sacramento Area Flood Control Agency, CA

PLANNING, ENVIRONMENTAL, COMMUNITY DEVELOPMENT, BUILDING, TRANSIT

- Chief Building Official, City of Truckee, CA
- Chief Building Official, City of Arcata, CA
- Chief Building Official, City of Astoria, OR
- Chief Building Officer, City of San Rafael, CA
- Chief Building Official, City of Calistoga, CA
- Chief Building Official, City of Sacramento, CA
- Chief Building Official, City of Larkspur, CA
- Chief Building Official, Town of Corte Madera, CA
- Chief Building Official, City of Novato, CA
- Director of Community Development, County of Lake, CA
- Director of Community Development, City of Petaluma, CA
- Director of Community Development, City of San Rafael, CA
- Director of Community Development, City of Grants Pass, OR
- Director of Community Development, City of Sonoma, CA
- Director of Development Services, City of Redding, CA
- Director of Development Services, Port of San Diego, CA
- Director of Transportation, County of Riverside, CA
- Director of Planning & Development, City of Culver City, CA
- Director of Planning, City of Sacramento, CA
- Director of Policy and Planning, County of Sacramento, CA
- Director of Groundwater Sustainability, County of San Luis Obispo, CA
- Director of Planning, County of Santa Barbara, CA
- Executive Director (Planning & Development), County of El Paso, CO
- Assistant Director of Planning, County of Santa Barbara, CA
- Assistant Director of Planning & Development, City of Fresno, CA
- Assistant Director of Community Development, City of San Rafael, CA
- Assistant Director of Community Development, City of Laguna Beach, CA
- Assistant Director of Capital Improvement, Oakland Housing Authority, CA
- Deputy Director of Community Development, County of Lake, CA
- Deputy Director of Housing & Community Development, County of Santa Barbara, CA
- Planning Manager, City of Grants Pass, OR
- Planning Manager, County of Solano, CA
- Planning Manager, City of Napa, CA
- Planning Manager, City of Solvang, CA
- Planning Manager, City of San Rafael, CA
- Subdivision & Mapping Manager, City and County of San Francisco, CA
- Street Maintenance Manager, City of Roseville, CA
- Environmental Planning Manager, County of San Luis Obispo, CA
- Transit Manager, City of Santa Maria, CA
- Construction Manager, Valley Water, CA
- Principal Planner, County of Lake, CA
- Principal Planner, Sacramento Area Flood Control Agency (SAFCA), CA
- Principal Planner/Senior Planner – Housing Emphasis, Town of Truckee, CA
- Senior Planner, County of Lake, CA

PLANNING, ENVIRONMENTAL, COMMUNITY DEVELOPMENT, BUILDING, TRANSIT (CON'T)

- Senior Transit Planner & Transit Planner I/II, City of Petaluma, CA
- Planner I/II/III, County of Santa Barbara, multiple departments (12 positions), CA
- Planner: II/III, Sr. Planner, Principle Env. Planner, Div. Mgr, (4 positions) County of SLO, CA
- County Surveyor, County of Santa Barbara, CA
- County Surveyor, County of Yuba, CA
- Building Inspector I/II (multiple positions), City of Berkeley, CA

PUBLIC SAFETY

- Chief of Police, City of Sacramento, CA
- Fire Chief, City of Hemet, CA
- Fire Chief, County of Jackson Fire District 5, OR
- Fire Chief, Boulder Creek Fire Protection District, CA
- Fire Chief, City of Sacramento, CA
- Fire Chief, City of Victorville, CA
- Chief of Emergency Management, County of Santa Barbara, CA
- Executive Communications Officer, City of Long Beach, CA
- Director of Emergency Management, County of Marin, CA
- Director of Police Oversight, City of Long Beach, CA
- Deputy/Chief of Police, Oakland Housing Authority, CA
- Deputy Fire Chief, City of Santa Maria, CA
- Deputy Fire Chief, Wildlands, County of Marin, CA
- Emergency Communications Manager, City of Astoria, OR
- Emergency Preparedness Manager/Deputy City Manager, City of Fresno, CA
- Emergency Manager, City of Petaluma, CA
- Defensible Space Program Manager, City of San Rafael, CA

PUBLIC WORKS, TRANSPORTATION, ENGINEERING (CON'T)

- Chief Operating Officer, Water Utility Enterprise, Valley Water, CA
- Chief Operating Officer, Administrative and Contract Services, Valley Water, CA
- Director of Transportation, County of Riverside, CA
- Director of Engineering, City of Ceres, CA
- Director of Utilities, City of Sacramento, CA
- Director of Public Works, City of Solvang, CA
- Director of Public Works, City of Roseville, CA
- Director of Public Works, City of San Rafael, CA
- Director of Public Works, City of Santa Maria, CA
- Director of Public Works, City of Sacramento, CA
- Director of Public Works, City of Ashland, OR
- Director of Public Works, County of Shasta, CA
- Director of Public Works & Transportation, City of Irvine, CA
- Director of Electric Utility, City of Roseville, CA
- Director of Electric Utility, Truckee Donner Public Utility District (TPUD), CA
- Assistant Director Public Works, County of Marin, CA
- Assistant Director of Public Works, City of Santa Paula, CA

PUBLIC WORKS, TRANSPORTATION, ENGINEERING (CON'T)

- Assistant Director of Public Works – Transportation, City of Davis, CA
- Assistant Director of Public Works/City Engineer, City of San Rafael, CA
- Assistant Operating Officer of Watershed Stewardship & Planning Div., Valley Water, CA
- Assistant Operating Officer, Treated Water, Valley Water, CA
- Assistant Operating Officer, Dam Safety and Capital Delivery, Valley Water, CA
- Utilities Systems Superintendent, City of Calistoga, CA
- Deputy Director Public Works, Civil/Traffic Engineer, County of Marin, CA
- Deputy Director Public Works/Traffic Engineer, City of San Rafael, CA
- Deputy PW Director/Principal Civil Engineer/Traffic Engineer, City of Santa Maria, CA
- Deputy Public Works Directors: Engineering & Transportation and Operations & Zero Waste, City of Berkeley, CA
- Deputy Transportation Officer & Transportation and Mobility Planning Manager, City of Culver City, CA
- Deputy Operating Officer, Watersheds Design and Construction, Valley Water, CA
- Deputy Operating Officer, Water Utility Capital, Valley Water, CA
- Deputy Operating Officer, Watersheds Operations and Maintenance, Valley Water, CA
- Deputy Operating Officer, Raw Water, Valley Water, CA
- Manager of Engineering (City Engineer), City of Berkeley, CA
- Civil Engineering Manager – Structures & Capital Group, County of Santa Barbara, CA
- Street Maintenance Superintendent, City of Roseville, CA
- Unit Manager, Treatment Plant Design & Commissioning Manager, Valley Water, CA
- Unit Manager, Engineering Utility Operations and Maintenance Manager, Valley Water, CA
- Unit Manager, Asset Management, Valley Water, CA
- Engineering/CIP Manager, City of Petaluma, CA
- Structures and Capital Group Manager, County of Santa Barbara, CA
- Principal Engineer & Engineering Series, San Rafael Sanitation District, CA
- Senior Civil Engineer, City of San Rafael, CA
- Senior Civil Engineer, City of Petaluma, CA
- Senior Engineer, City of Roseville, CA
- Senior Engineer, Environmental/Water Utilities, City of Roseville, CA
- Principal Civil Engineer, City of Santa Maria, CA
- Senior Environmental Planner, Valley Water, CA
- Project Engineer/Power Engineer, City of Palo Alto, CA
- Project Director, City of San Rafael, CA
- Electric Project Engineer, City of Palo Alto, CA
- Assistant Engineer & Junior Engineer, City of San Rafael, CA
- Electric Linesperson/Cable Splicer (High Voltage Lineman), City of Palo Alto, CA
- Electric Operations Manager, City of Palo Alto, CA
- Civil Engineer, Project Manager & Assistant Project Manager, Morton and Pitlo, Sacramento, CA
- Industrial / Mechanical Senior Engineer, SWEED, OR
- Multiple Civil Engineering & Project Management Positions, City of Petaluma, CA
- Power Engineer, City of Roseville, CA

OTHER

- Director of Government Affairs, North American Blueberry Council, CA
- Director of Business Intelligence, North American Blueberry Council/USHBC, CA
- Director of Policy and Planning, SASD & SRCSD, County of Sacramento, CA
- Agriculture Commissioner/Director of Weights and Measures, County of Marin, CA
- Assistant Director, Agriculture Commissioner/Weights and Measures, County of Santa Barbara, CA
- Certified Dog Trainers, Dogs for Better Lives, OR
- Recruiter, WBCP Inc., OR
- Recruitment Coordinator/Project Manager, WBCP Inc., OR
- Shelter Veterinarian, County of Santa Barbara, CA
- Division Sales Representative – Wood Products, SWEED, OR
- Scheduler/Executive Assistant, WBCP Inc., OR
- Personal Assistant, WBCP Inc., OR
- Sourcing & Outreach Specialist, WBCP, Inc., OR



Wendi Brown, President/Owner

wendi@wbcpinc.com | 541-664-0376

WBCP

WBCP RECRUITMENT SERVICES

OPTION 1

PARTIAL RECRUITMENT

ADVERTISING & HEADHUNTING

Consulting Services:
\$5,900

CONSULTING SERVICES INCLUDE:

- Hiring authority and stakeholder meetings (up to 2 hours for community/employee engagement)
- Develop ideal candidate profile & recruitment timeline
- Produce recruitment announcement
- Produce and implement advertising campaign
- Headhunt (LinkedIn, past lists, databases, associations, etc.)
- Implement direct mail campaign (as needed)

*Plus expenses: Between **\$3,000 - \$4,500** for the advertising plan and creative brochure*

Does not include:

- Travel to client location
- Interview panel coordination
- Background or reference checks
- 12-24 month guarantee

OPTION 2

PARTIAL RECRUITMENT

UP TO INTERVIEWS

Consulting Services:
\$18,900

CONSULTING SERVICES INCLUDE:

Everything in Option 1, plus...

- Hiring authority and stakeholder meetings (up to 8 hours for community/employee engagement)
- Application screening
- Shortlist recommendations
- Produce recommended selection assessment tools
- Coordinate candidate scheduling and invitations to interview

*Plus expenses: Between **\$3,000 - \$4,900** for the advertising plan and creative brochure*

Does not include:

- Travel to client location
- Interview panel coordination
- Background or reference checks
- 12-24 month guarantee

OPTION 3

FULL SEARCH SERVICES

Consulting Services:
\$24,900 - \$28,900*

*Depending on position

CONSULTING SERVICES INCLUDE:

Everything in Option 2, plus...

- Hiring authority and stakeholder meetings (up to 2 days of community/employee engagement)
- Panel coordination & interview facilitation
- Background and reference checks
- Virtual and/or in-person interviews (travel up to 2 trips) to client location
- 12-24 month guarantee

*Plus expenses: Between **\$5,500 - \$7,900** for the advertising plan and creative brochure; travel expenses; shipping; multiple panel facilitation, etc.*



WBCP

www.wbcpinc.com

Wendi Brown, President/Owner
wendi@wbcpinc.com | 541-664-0376/ 866-929-WBCP

Sam Sackman, Vice President
sam@wbcpinc.com | 541-630-0657

HOURLY RECRUITMENT SERVICES

**SENIOR RECRUITMENT
CONSULTING SERVICES**

\$250/hour



RECRUITMENT SERVICES FOR



TOWN MANAGER

OCTOBER 9, 2023

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I. COVER LETTER.....

October 9, 2023

Ashira Mohammed
Mayor
3150 SW 52nd Ave.
Pembroke Park, FL 33023



RE: Town of Pembroke Park – Town Manager Recruiting Services

It is our pleasure to submit this proposal for recruitment services to secure your ideal candidate to serve as the Town Manager of the Town of Pembroke Park. **WBCP has worked on many Town/City Manager recruitments, and we look forward to the opportunity to partner with the Town of Pembroke Park on this critical position!**

We trust our proposal will showcase our client-focused recruitment process and will act as a testament that we are passionate about what we do to make our clients happy.

It has been proven that great employees are looking for great employers, not just a paycheck. WBCP provides a broader perspective to recruitment services – going beyond securing the ideal candidate – we brand your organization as an employer of choice. We use eye-catching marketing materials, innovative search practices, and responsive and respectful communications with your applicants and stakeholders. **We guarantee we will fill your position, and we guarantee that placement for 24 months.** We provide a fair and equal recruitment process that also focuses on attracting ethnic and gender-diverse applicant pools.

WBCP is talented at working with you to identify the strengths, challenges, and opportunities of this job, the ideal candidate, and your community and organizational culture. WBCP will work with your stakeholders to design a recruitment strategy that will include a customized engagement process. We will have a series of meetings, discussions, stakeholder interviews, and survey(s) to get to know you, the organization, the community, the culture, and the staff whom the future Town Manager will lead.

We have exceptional experience successfully recruiting for Town/City Manager positions, with several of our recent notable recruitments including, but not limited to:

- Town Manager, Town of Windsor, CA
- Town Manager, Town of Truckee, CA
- City Administrator, City of Rogue River, OR
- City Administrator, City of Duvall, WA

To see a list of similar recruitments, visit pages 5 – 6 of this proposal, and to see a full list of our clients and successful recruitments, visit: <https://tinyurl.com/ycyv3h9h>

Either I or one of my executive recruiters will take the lead in managing this recruitment. I have over two decades of experience in public sector executive search services and provided direct search services through WBCP since 2004. WBCP now has offices in Oregon, Washington, Arizona, and California, and we are expanding into the thriving Florida market. We are thrilled about the prospect of collaborating with the Town of Pembroke Park on this vital recruitment! We are confident in our ability to deliver excellent results. While we have not conducted a recruitment in Florida, I have over 20 years of experience breaking into new geographic and industry markets and have close to a 100% success rate filling our open positions with excellent candidates who are retained for long periods of time. We will be able to do the same in the State of Florida, and our recruitment guarantee proves that. After you use us once, you will likely use us again, as the majority of our clients are repeat users of our services. We have a list of testimonials on our website we encourage you to peruse [HERE](#).

Confidential

I. COVER LETTER.....

WBCP, Inc. staff are experts in the virtual recruitment process. We are providing these services seamlessly and will be able to effectively support a virtual recruitment process or coordinate COVID-compliant in-person interviews and/or hybrid virtual and/or in-person interviews; WBCP is willing to travel during COVID.

Recruiting top talent has become the number-one topic among administrators. New and innovative recruitment strategies are critical to identifying and securing candidates with a deep understanding of how to assess and meet community needs and address future challenges. WBCP understands the complexity of community leadership, and we are prepared to provide a thorough, complete, and fair recruitment process to provide a diverse applicant pool. **Upon our 2022 year-end review, we found that over the last three years, 69% of our applicants and 70% of our candidates placed in leadership positions with our clients came from diverse backgrounds.** In fact, because of our ability to reach diverse applicant pools, we were hired by two national Latino organizations to recruit for an Executive Director and other leadership positions: Latino Public Broadcasting and Radio Bilingüe (two of the largest Latino national nonprofit organization in the U.S.).

Clients choose our firm over others because of our ability to work with your support staff and stakeholder group (including boards, appointed/elected officials, and engaged constituents), manage all details of a recruitment process, and secure great candidates. Our dedication and commitment to the client are complemented by our deep understanding and ability to effectively navigate challenging political climates.

Our clients have great things to say about the quality of the service we provide and the amazing candidates we find them, In fact, many of our clients are return customers. Please feel comfortable reaching out to these organizations to get their feedback directly.

Lastly, I love what I do, and I am passionate about finding exceptional candidates who are also passionate about serving others. My staff and I are driven and desire to exceed client expectations. I appreciate your consideration in retaining our services and hope to have an opportunity to work with you in the future.

Best Regards,



Wendi Brown | Founder/President, WBCP, INC.
wendi@wbcpinc.com | 541-664-0376
www.wbcpinc.com

DIVERSITY

70%

*of WBCP candidates
placed in leadership
positions come from a
diverse background*

II. BACKGROUND & QUALIFICATIONS.....

Principal: Wendi Brown, President

Company Legal Name: WBCP, Inc.

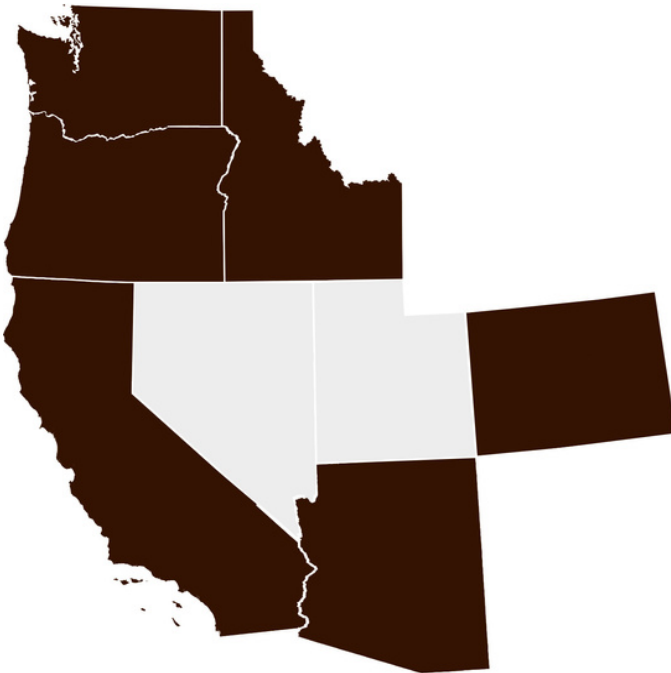
Tax ID: 81-5454037

Website: www.wbcpinc.com

Phone: 866-929-WBCP (9227) / 541-664-0376

Address:

- **Oregon Main Office:** 213 E Main St., Rogue River, OR, 97537
- **California Main Office:** Roseville, CA 95661, & Santa Barbara, CA, 93101
- **Arizona Main Office:** Gilbert, AZ 85233
- **Washington Main Office:** Seattle, WA 98164
- **Satellite Office:** San Jose, CA



WOMEN OWNED

WBCP, Inc. is a 100% woman-owned business, an S Corporation, not part of a parent company, and is a registered small business through the U.S. Small Business Administration (SBA). WBCP is registered to do business in California, Oregon, Washington, and Arizona and soon expanding in other states. WBCP files and pays California S Corp and personal income taxes.

BUSINESS HISTORY

WBCP, Inc. has been in business since 2004, and serves nonprofit and public sector organizations. WBCP offers a variety of services, including: partial and full service search services for individual contributor, supervisor, management and executive management positions; human resources consulting; organizational development, training, classification and compensation studies, analysis and assessments, etc.

II. BACKGROUND & QUALIFICATIONS.....

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in California, Arizona, Colorado, Idaho, Oregon, and Washington.

Oregon, California, Arizona, and Washington Cities of: Arcata, Ashland (OR), Astoria, Berkeley, Calistoga, Central Point (OR), Ceres, Chandler (AZ), Corte Madera, Culver City, Davis, Dunsmuir, Duvall (WA), Fremont, Fresno, Garibaldi (OR), Grants Pass (OR), Gold Hill (OR), Hemet, Hubbard (OR), Independence (OR), Irvine, Laguna Beach, Larkspur, Lincoln, Livermore, Long Beach, Medford, Milpitas, Napa, Novato, Oakland, Oxnard, Palo Alto, Pasadena, Petaluma, Phoenix (AZ), Phoenix (OR), Port Hueneme, Redding, Riverside, Roseville, Rogue River (OR), Sacramento, San Francisco, San Rafael, Santa Maria, Santa Paula, Santa Rosa, Solvang, Sonoma, Sutter Creek, Truckee, Ventura, Vernon, Victorville, and Windsor.

Oregon, California, Colorado, Idaho, and Washington Counties of: Alameda, Colusa, Contra Costa, El Paso (CO), Fresno, Humboldt, Jackson (OR), King (WA), Lake, Lane (OR), Los Angeles, Marin, Mariposa, Mendocino, Merced, Mono, Napa, Orange, Riverside, Sacramento, San Benito, San Bernardino, San Mateo, San Francisco, San Joaquin, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Solano, Sonoma, Stanislaus, Tuolumne, Yuba, and Yolo.

Local and National Councils, Boards, and Districts: Boulder Creek Protection District, California Prison Industry Authority (CALPIA), Cosumnes Community Services District, Hass Avocado Board (HAB), Jackson County Fire District 5, Los Angeles County Employees Retirement Association (LACERA), Mendocino County Air Quality Management District, Nevada Irrigation District, Newark Chamber of Commerce, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Orange County Employees Retirement System (OCERS), Placer County Transportation Planning Agency (PCTPA), Sacramento Area Flood Control Agency (SAFCA), Sacramento Employment & Training Agency (SETA), Sacramento Public Library Authority, Sacramento Sewer District, Sacramento Suburban Water District, San Benito Council of Governments, San Diego Port Authority, San Rafael Sanitation District (SRSD), Sonoma County Library, Tri-City Mental Health Authority (TCMHA), Truckee-Donner Public Utility District (TDPUD), Tuolumne Utilities District, and Valley Water.

Nonprofit and Joint Powers Authorities (JPAs): CDS Publications, Center Point, Central California Legal Services (CCLS), Community Food Bank, Community Works, Dogs for Better Lives/Dogs for the Deaf, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Gold Coast Health, Greater Richmond Interfaith Program (GRIP), Los Angeles Unified School District (LAUSD), La Public Media, Latino Public Broadcasting, Northern Valley Catholic Social Service (NVCSS), Options Recovery, Radio Bilingüe, Santa Cruz County Animal Services Authority, Teton County Joint Housing Authority (TCJHA), Transitions-Mental Health Association, Valley Consortium for Medical Education (VCME), Water Forum and West Angeles Church of God in Christ.

Private Organizations: Central California Truck and Trailer, Morton & Pitalo, NAVA, SWEED, Touchstone Accounting

Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis): City of Fremont, City of Medford, City of Santa Maria, City of Santa Paula, County of Humboldt, County of Mariposa, County of Santa Barbara, and County of San Luis Obispo.

INDUSTRIES

- Organizational Leadership
- Economic Development
- Facilities & Operations
- Financial, Administrative Services, Accounting, Auditing
- Health & Human Services, Housing, Unhoused
- HR, Risk, Labor/Employee Relations
- Information Technology
- Legal, Counsel, Clerk
- Library
- Marketing, Communications, PR
- Parks & Rec, Community Services, Arts
- Planning, Environmental, Community Development, Building, Transit
- Public Safety
- Public Works, Transportation, Engineering

II. BACKGROUND & QUALIFICATIONS.....

BELOW IS A LIST OF SIMILAR RECRUITMENTS WBCP HAS SUCCESSFULLY MANAGED:

ORGANIZATIONAL LEADERSHIP

- City Manager, City of Pasadena, CA
- City Manager, City of Port Hueneme, CA
- City Manager, City of Ceres, CA
- City Manager, City of Santa Rosa, CA
- City Manager, City of Gold Hill, OR
- City Manager, City of Sonoma, CA
- City Manager, City of Petaluma, CA
- City Manager, City of Phoenix, OR
- City Manager, City of Dunsmuir, CA
- Town Manager, Town of Windsor, CA
- City Administrator, City of Rogue River, OR
- City Administrator, City of Hubbard, OR
- City Administrator, City of Duvall, WA
- County Executive Officer, County of Shasta, CA
- Assistant City Manager (Public Safety), City of Sacramento, CA
- Assistant City Manager (Municipal Services), City of Sacramento, CA
- Deputy City Manager, City of Long Beach, CA
- Chief Executive Officer, CalPIA (California Prison Authority), CA
- Chief Executive Officer, Newark Chamber of Commerce, CA
- Chief Executive Director, Valley Consortium of Medical Education, CA
- Executive Director, Water Forum, CA
- Executive Director, Teton County Joint Housing Authority, ID
- Executive Director, Placer County Transportation Planning Agency, CA
- Executive Director, Options Recovery Services, CA
- Executive Director, Latino Public Broadcasting, CA
- Executive Director, First 5 Association of California, CA
- Executive Director, First 5 Santa Barbara County, CA
- Executive Director, First 5 Fresno, CA
- Executive Director, San Benito Council of Governments, CA
- Executive Director, Northern Valley Catholic Social Service, Redding, CA
- Executive Director, Community Food Bank, CA
- Executive Director, Greater Richmond Interfaith Program, CA
- Executive Director, Tri-City Mental Health Authority, CA
- Executive Director, Sacramento Employment and Training Agency, CA
- Executive Director, Arts Commission, County of Santa Barbara, CA
- Executive Vice President, Center Point, CA
- Vice President/Business Development Director, WBCP Inc., OR
- ACEO - Assistant County Executive Officer, County of Napa, CA
- ACEO - Assistant County Administrative Officer, County of Santa Barbara, CA

II. BACKGROUND & QUALIFICATIONS.....

BELOW IS A LIST OF SIMILAR RECRUITMENTS WBCP HAS SUCCESSFULLY MANAGED:

ORGANIZATIONAL LEADERSHIP (CON'T)

- ACAO - Assistant County Administrator, County of San Joaquin, CA
- ACAO/HR Director, County of Mariposa, CA
- Assistant Executive Director, First 5 San Mateo, CA
- Chief Operating Officer, IT and Administrative Services, Valley Water, CA
- Chief Operating Officer, Water Utility Enterprise, Valley Water, CA
- Chief Operating Officer, Futures Without Violence, CA
- Chief Operating Officer/Executive Director, Valley Consortium for Medical Education, CA
- Chief Operating Officer, WBCP Inc., OR
- General Manager, Olivehurst Public Utility District, CA
- General Manager, Tuolumne Utilities District, CA
- General Manager, LA Public Media, CA
- General Manager, Radio Bilingüe, CA
- General Manager, Santa Cruz County Animal Services Authority, CA

Check out our full list of
recruitments here:
<https://tinyurl.com/ycyv3h9h>

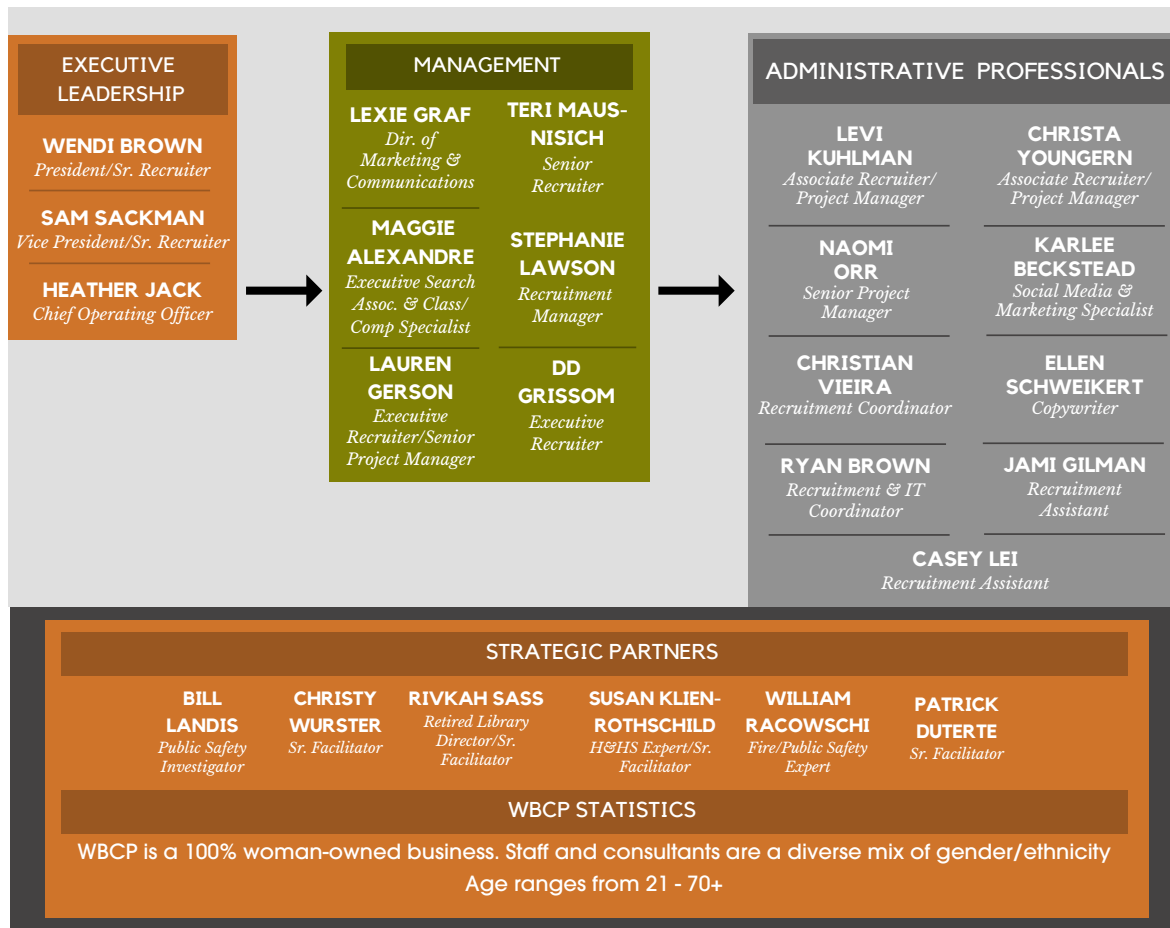
III. GUARANTEE.....

(1) We guarantee successful placement and will provide continued consulting services for one additional recruitment/replacement (however, client will pay for any additional direct cost expenses).

(2) If a candidate selected and appointed by the Client terminates employment for any reason before the completion of the first **24 months** of service, WBCP will provide the Client with the necessary consulting services required to secure a replacement. Professional consulting services will be provided at no cost to the Client; however, additional expenses will be covered by the Client. The Guarantee is valid for one recruitment/replacement only.

(3) **Work Performed Out Of Scope:** To provide the best results for our clients, we strongly recommend a steadfast commitment to agreed-upon dates/times for critical recruitment milestones (shortlist meeting and interview dates). Any change of date and time initiated by the client after a recruitment is rolled out may result in a forfeiture of the recruitment guarantee. Any work performed after the recruitment has been rolled out and dates have been agreed upon – to adjust these dates or times will result in additional charges at our hourly rate.

IV. ORGANIZATIONAL CHART.....



V. WBCP KEY STAFF.....

WENDI BROWN

*Lead Consultant/Sr.
Executive Recruiter*



I am the President of WBCP, an executive search and human resources consultancy, serving clients in Oregon and California. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. I have worked in various industries – advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor's of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working towards a Master's in Management at Southern Oregon University

TERRI MAUS-NISICH

*Sr. Executive
Recruiter*



Here at WBCP, Terri Maus-Nisich holds a pivotal role as one of our Senior Executive Recruiters, leveraging her extensive background as a distinguished leader in local government. With a local government career spanning over 40 years, Terri's journey includes transformative roles within the County of Santa Barbara, where she ascended from Parks Director to Assistant County Executive Officer, overseeing vital municipal and health/human service departments. Her remarkable impact encompasses leadership in Homeless Services, Communications, and Emergency Management, driving community engagement, disaster recovery, and support for vulnerable populations. Before her tenure in Santa Barbara, Terri spent 15 years with the City of Santa Clarita in roles ranging from analyst to Deputy City Manager. Throughout her remarkable career, Terri prioritized strategic planning, organizational development, and innovative problem-solving, garnering numerous awards. Holding a Bachelor's Degree from UC Santa Barbara, a Masters of Public Administration from Cal State Northridge, and a graduate certificate from Harvard University's JFK School of Government, Terri's commitment to excellence underscores her role as an invaluable asset in identifying top-tier executive talent for local government.

V. WBCP KEY STAFF.....

LAUREN GERSON

Executive Recruiter



Lauren serves as an Executive Recruiter at WBCP, where she excels in managing the entire recruitment process. Beginning her career in operations and events for renowned breweries and restaurants, she later transitioned to business operations and career services. Prior to joining WBCP, she assisted jobseekers overcoming employment barriers through a career coaching company. Lauren's diverse background encompasses project management, client relations, resume writing, HR operations, and risk management. She holds a Bachelor's degree in Philosophy with a minor in English Literature from Whittier College, showcasing her analytical and communication skills. Her multi-faceted expertise and dedication make her an asset to WBCP's executive recruitment endeavors.

LEXIE GRAF

*Director of Marketing
& Communications/
Recruiter*



Lexie Graf is WBCP's Director of Marketing & Communications. As a marketing professional, she has been primarily focusing on copywriting, content creation, and brand strategy in her career. Lexie has a knack for understanding each clients' unique needs, allowing her to adapt her writing voice and branding as needed. Along with developing and overseeing the creation of social media, marketing materials, and advertising plans for WBCP, Lexie collaborates with the recruitment team in meeting clients' needs and deadlines. Before working at WBCP, Lexie wrote for Indeed and the University of Wisconsin Colleges, helping her develop a deep understanding of career development, recruitment, and public sector careers. Throughout her marketing career, Lexie has produced a wide variety of campaigns and deliverables, such as blogs, digital and print ads, website content, brochures, social media posts, eBooks, and magazines. Notable projects throughout her career include developing content for two websites and collaborating on an email marketing campaign that won an American Advertising Award in multiple categories. Lexie has a Bachelor's in Communications with certificates in Digital Studies and Environmental Studies from the University of Wisconsin – Madison.

HEATHER

JACK

*Chief
Operating
Officer*

Heather Jack is WBCP's Chief Operating Officer and lead Project Manager. Since starting at WBCP in 2015, she has grown into an integral part of the business. Heather uses her strong organizational skills and attention to detail to support all recruitments from start to finish, coordinate timelines, oversee the team's productivity. Meeting clients' deadlines and major milestones is one of Heather's top priorities, making her our go-to person for all things calendar and project management-related. Heather also assists with projects in human resources with several municipalities in Oregon and California. Other aspects of her role include supporting employee engagement, salary and benchmark studies, and business operations. During her time at WBCP, Heather has modernized processes and scaled technology systems for the company. Prior to working with WBCP, Heather worked at Hannon Library, developing organizational, research, and interpersonal skills. Heather has a Bachelor of Science degree in Anthropology and a double minor in Environmental Studies and French from Southern Oregon University.

V. WBCP KEY STAFF.....

STEPHANIE LAWSON

*Recruitment
Manager*

Stephanie started working for WBCP in 2019. She acts as support for all facets of the recruitment process, as well as any other tasks to assist the WBCP team. Some of her core responsibilities include candidate and panel coordination, candidate review, calendar and timeline management, and interview material preparation. Prior to working for WBCP, Stephanie had several roles in hospitality where she further developed her client relations, communications, and clerical skills. Stephanie has a Bachelor's of Science degree in Business Administration with a focus in Hospitality from Southern Oregon University.

MAGGIE ALEXANDRE

*Executive Search
Assoc. &
Class/Comp
Specialist*

Maggie Alexandre is a Human Resources professional with over 30 years of experience, and is WBCP's key Executive Search Associate and Classification and Compensation Specialist for WBCP since 2018. Prior to working at WBCP, Maggie was a Human Resources Director in the San Francisco Financial District and led an 80 person team of human resource professionals. She began her career in HR at Robertson, Stephens & Company, a boutique investment bank, and continued in the HR Director role at other investment banks and private equity firms until 2016. Maggie studied Anthropology at California State University, Long Beach and received her Human Resources Management Certificate from California State University, San Francisco.

CHRISTA YOUNGERN

*Associate Recruiter/
Project Manager*

As a Associate Recruiter/Project Manager, Christa supports the full cycle of the recruitment process from candidate review and copywriting to interview facilitation and candidate coordination. Prior to joining WBCP, Christa worked in higher education where she recruited blue-chip athletes, built multiple championship teams, and managed complex and politically sensitive projects. She brings an incisive interpersonal skillset as well as deep experience in organizational change management and leadership. Her talent for identifying the oft intangible elements that make a person successful in their role makes her an asset to our clients. Christa has Bachelor of Arts degrees in both Political Science and English from California Lutheran University as well as a Master of Arts degree in Education from Whittier College.

LEVI KUHLMAN

*Associate Recruiter/
Project Manager*

Levi serves as one of WBCP's Associate Recruiter/Project Managers and plays an integral role in managing our recruitments and clients. Some of his primary duties include meeting with clients, screening candidates, preparing for interviews, leading headhunting efforts, and overseeing candidate coordination. Levi's strong interpersonal skills coupled with his eagerness to work with others helps him create lasting relationships with clients and candidates. Prior to his time with WBCP, Levi was the President of a real estate company where he oversaw a residential real estate team in the Willamette Valley, Oregon. In addition to the great work he does for WBCP, our clients, and our candidates, Levi also operates a small catering company on the side. Currently, Levi is dually enrolled at Oregon State University and Western Governors University pursuing his MBA/MPA.

VI. RECRUITMENT STRATEGY / PHASES.....

WBCP knows how to customize your search strategy to meet your unique recruitment needs. We customize your recruitment based on the specific needs, target audience, and challenges for each recruitment; however, below is a baseline approach for most recruitments.

CLIENT & STAKEHOLDER MEETINGS

We require the Client and/or Search Committee, and other stakeholders identified by the Client, be involved in the initial and final phases of this recruitment. These are critical phases to ensure we obtain a clear sense of the priorities and the successful hire of the right candidate. WBCP will meet with various stakeholders as warranted by the Client and the level of the position in the organization. These meetings will allow us an opportunity to gather information and gain knowledge about the organization, community, and unique aspects of the recruitment to design the ideal candidate professional profile, advertising materials, and strategic approach

FEEDBACK OUTCOME / TIMELINE DEVELOPMENT

Following the Client/stakeholder meetings, we will develop a detailed timeline for the recruitment along with a proposed advertising plan for approval.

CREATIVE DEVELOPMENT

Immediately following the client feedback activities, we will draft the competencies for the recruitment and advertising material/recruitment brochure for the Client's review. This information will summarize what was learned from Client-related interviews and will be used to advertise the opening.



MARKETING STRATEGY & IMPLEMENTATION

WBCP will execute a customized marketing/ad plan once the job announcement is created. An ad plan could include the following (based on assumptions), and will be customized based on information gathered in Phase I:

ONLINE ADVERTISING – Including local and national job boards, associations, social media, and other industry-related job postings targeting ideal candidates; job boards that reach a desired geographic area and reach a diverse ethnicity.

E-DIRECT MAIL ADVERTISING – including WBCP's current database of potential applicants, we have access to other professional lists and will source more lists through associations, contacts, etc.

SOURCING/HEAD HUNTING – WBCP will contact individuals targeted and generate new contacts through referrals made by respected sources. WBCP is a LinkedIn recruiter and we have access to over 350 million profiles via LinkedIn to assist us in targeting ideal candidates.

COMMUNICATION WITH CLIENT

We will provide weekly updates on the progress of this search unless the client prefers more or less frequent communications. We tailor our communications in accordance with our Client's needs.



VI. RECRUITMENT STRATEGY / PHASES.....

RESUME ASSESSMENT

WBCP will review resumes as they are received and/or at the close of the recruitment. Those candidates determined to be the most highly qualified will be selected for a screening interview.

SCREENING INTERVIEWS / REPORT TO CLIENT

WBCP does not restrict the number of applicants or candidates to be screened. Rather, we interview candidates who meet our ideal candidate criteria; frequently this group amounts to 20 candidates, or on average 20% of the applicant pool. Following the completion of the phone screen interviews, we will develop a report/recommended shortlist of candidates, which includes: resumes, cover letters, and a one-page profile summary of candidates' professional history, including a brief overview of WBCP's assessment and the results of their phone screen. We will meet with the selection committee/Client to review this report and select candidates for interviews. In this meeting, we will review the recruitment plan and discuss the final stages of the selection process.



COMMUNICATION WITH CANDIDATES

WBCP will take responsibility for communicating with the applicants/candidates during each phase of the search process and Client should refer any inquiries from potential or existing applicants directly to WBCP.

SELECTION PROCESS

WBCP will design and administer an appropriate final selection process based on the needs of the Client (tailored to the need and recruitment). WBCP will facilitate the invitation and coordination of these meetings/interviews and provide additional assessment tools/recommendations such as interview questions, writing and presentation exercises, problem solving scenarios, etc.

COMMUNICATION WITH CLIENT

Following the interviews and the Client's top candidate(s) selection, we will assist the Client with facilitating a thorough background and reference check. A typical approach includes a review of federal, state, and local criminal background checks and academic verification by a licensed background agency. Reference checks are conducted over the phone by a senior consultant and a final report is provided to the Client. References are completed on candidate(s) being considered after initial/panel interviews.



NEGOTIATIONS

Once the client reviews and is comfortable with the findings in the background and reference report, we are available to assist with negotiations on compensation, benefits, start date, and other transition details.

PLEASE NOTE: Due to COVID-19 Guidelines, WBCP, Inc. is committed to providing services listed herein, typically these services are executed in-person, however, we will facilitate all services virtually as needed and have successfully managed many virtual and hybrid interviews (partial in-person/part virtual) since March 2020 for our clients.

VII. SCOPE OF WORK.....

- Facilitate initial kick-off meeting with Client and other meetings that may include Executive Leadership, staff, community, and other stakeholders to assist with identifying the ideal candidate profile.
- Assist Client hiring authority/stakeholders in modifying the job description (as needed), and develop a recruitment announcement, marketing materials, and advertising plan for the recruitment.
- Attend all other meetings and engagements as needed or identified by the Client.
- Implement advertising plan including: publication, headhunting, direct mail, and other online and email marketing efforts.
- Provide timely updates and progress reports to the client regarding search services; every two weeks or as Client identifies is needed.
- Preliminary internet searches will be conducted on recommended candidates.
- Coordinate interview panel(s) as needed, or coordinate this process with Client.
- Receive and review applicants and screen those applicants to identify top candidates. Top screened paper applicants will be video/phone screened by recruiter to identify the key competencies (technical and interpersonal) to assist in identifying the top group of candidates who will be recommended at the Client/WBCP shortlist meeting.
- Facilitate shortlist meeting with Client – review and select candidates who will be invited to interview.
- Coordinate invitations to candidates.
- Develop interview questions and other selection details to meet specific needs and identify key competencies of candidates.
- Facilitate interviews with panel(s).
- Background and reference checks will be conducted with candidates who are identified as final candidates after initial Client interviews have been conducted. Background checks will typically include the following: criminal (local, state, and federal), education, credit, social security. References will be conducted based on a 360-degree perspective and will include staff, peers, and superiors. Onsite background services are available at an additional fee (see fees for details)
- Facilitate offer and negotiations with selected candidate; as directed by Client.

VIII. RECRUITMENT TIMELINE.....

*BELOW IS A SAMPLE OF AN EXECUTIVE SEARCH TIMELINE THAT
WBCP WILL CUSTOMIZE FOR THIS RECRUITMENT*

Week 1:

- Secure services with search firm, WBCP, Inc.
 - WBCP can schedule a Kickoff meeting as soon as we are selected.
- WBCP: review search parameters and recruiting processes with Client
 - Interview with hiring authority and other stakeholders for competencies
 - Identification of advertising venues and ideal candidate prospects
 - Calls, meetings, or coordination with other stakeholders for information gathering

Weeks 1 + 2:

- Develop and approvals: recruitment process, deadlines, ad plan and strategy, recruitment timeline and brochure
- Print coordination (if applicable)

Weeks 2 + 3:

- **OPEN RECRUITMENT AND AD PLAN:** Implement marketing plan and direct mail (if applicable)
- Secure panel member calendars
- Timeline may be extended if direct mail piece is included (i.e., print/postage)
- Finalize panel members and interview logistics and invitations to panel members

Weeks 4, 5, + 6:

- Receive applications –Collect and source applicants will continue until recruitment closes

Weeks 7 + 8:

- **CLOSE RECRUITMENT AND ADVERTISING**
- Conduct initial phone screen to identify shortlist of candidates
- Preliminary check on shortlist candidates (Google search)
- Candidate profiles developed and short list recommendations to client

Weeks 9 + 10:

- **MEETING – Client confirms selection of candidates to be advanced to panel interviews**
- Finalize questions, presentation, in-basket (as determined)
- Coordinates invitations with selected top candidates (shortlist)
- Produce panel candidate interview packets

Weeks 10 + 11:

- WBCP facilitates interview process – Interview process will be customized based on client and community needs:
 - **Day 1: Panel Interviews Conducted; Day 2: 2nd Interviews with executive leaders;**
 - 3rd interviews may be scheduled as needed with Boards/Commissions, etc.;
 - As needed schedule staff and/or community discussions/meetings

Week 12:

- WBCP conducts background and reference checks (backgrounds may be conducted by Client if current contract exists)
- WBCP conducts full reference checks for candidate(s) selected for Board/Commission interviews; or when Client is interested in making an offer

NEGOTIATIONS / HIRE:

- Hire date to accommodate possible candidate relocation
- Client (WBCP available to assist in process) conducts offer and facilitates salary negotiations with preferred candidate

IX. REFERENCES.....**1-Town of Truckee, California****Positions Filled:**

- Town Manager

Contact Information:

- Jennifer Callaway, Town Manager - jcallaway@townoftruckee.com
- Anna Klovstad, Mayor/Council Member - aklovstad@townoftruckee.com | 503-582-2913

2-City of Duvall, Washington**Positions:**

- City Administrator

Contact Information:

- Amy Ockerlander, Mayor - amy.ockerlander@duvallwa.gov | 425-788-1185

3-Town of Windsor, California**Positions Filled:**

- Town Manager

Contact Information:

- Mark Linder, Former Interim Town Manager - marklinder46@yahoo.com | 408-891-8912

X. MARKETING MATERIAL EXAMPLES.....

Click below to see our marketing samples for similar positions. To see all of our brochures, visit: wbcpinc.com/closed-jobs-private/ and use the password:

*#wbcp202212**

- [Town Manager, Town of Truckee, CA](#)
- [Town Manager, Town of Windsor, CA](#)
- [City Administrator, City of Duvall, WA](#)
- [City Administrator, City of Rogue River, OR](#)
- [City Manager, City of Port Hueneme, CA](#)
- [City Manager, City of Dunsmuir, CA](#)

XI. COST PROPOSAL.....

WBCP will not limit the number of hours we work on a recruitment, rather we charge a flat rate and will spend the time necessary to ensure we are successful. Consulting fees will be billed in thirds at the beginning (open for applications and advertising campaign launched), middle (shortlist selection), and end of the recruitment process (selection made and background/ references concluded).

SERVICE COST PER RECRUITMENT TOWN MANAGER

Description of Services/Deliverables:	Inclusive Rate per Recruitment:
<u>Consulting Services:</u> Phases I-IV in the proposal's scope of work	\$28,900 (flat rate)
<u>Expenses:</u> Includes travel to client location (up to 2 trips), or document shipping fees/delivery charges to facilitate virtual meetings, advertising (may include print and postage), brochure design (flat fee of \$950.00 for graphic design), panel packet content, delivery charges, fees for background and reference checks, may include fee for one additional consultant to travel (and related expenses) and facilitate an additional panel for one day.	Up to \$7,900 (direct expenses not-to-exceed)

Out of Scope of Work: To provide the best results for our clients, we strongly recommend a steadfast commitment to agreed upon dates/times for critical recruitment milestones (shortlist meeting and interview dates). Any change of date/time initiated by the Client after they have been solidified may result in a forfeiture of our recruitment guarantee, as delays in the process may cause candidates to drop out and increase the likelihood of a "no selection" outcome. Additionally, any subsequent work for WBCP that arises out of such changes is considered out of scope work and may result in these hours being billed to our client at an hourly rate in addition to the consulting services fee.

ADDITIONAL BACKGROUND SERVICES AVAILABLE – *these services can be added to the package if desired*

Onsite Investigative Background Services: In addition to the background reports, education verification, credit report, and reference checks, which are included in the expenses above, WBCP also offers onsite investigative background services. If the client wishes to conduct a background check that includes an onsite visit by a trained private investigator and former Police Chief (similar to a police background check) please contact our office for an estimate for these services.

Force Majeure: *Client agrees that WBCP, Inc. is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes, and/or Acts of God) that prevent WBCP, Inc. from meeting its obligations under this Agreement.*

XII. OTHER.....

INSURANCE

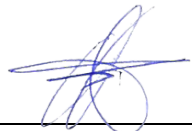
WBCP and its sub-consultants have reviewed the contractual agreement and the Insurance Requirements. If selected, WBCP will execute said agreement and will provide the required insurance documents. WBCP will submit certificates of insurance as evidence of the required coverage limits. Insurance policies include: liability, errors and omissions, workers compensation, and vehicle insurance.

CONFIDENTIALITY SAFEGUARDS

Confidentiality is paramount in the work we do. We ensure that the client and candidate information we receive, and conversations with our client (and certainly discussions in closed session) are kept confidential. There are several physical safeguards we have in place including: locked and alarmed office space, password, and encryption protected information on our computers and servers, multiple backup systems. As information is shared with our client, we discuss the importance of confidentiality and why it is important to the candidates they are considering but also brands the organization appropriately. We also ask candidates who are interviewed to keep candidate information confidential, as they may see or meet a candidate during the process. We emphasize that confidentiality is not just until the recruitment is completed, and a candidate is hired, confidentiality is in perpetuity. Leaked information is not a reputation that a client wants to receive, as this could deter future applicants from applying.

ORGANIZATIONAL DIVERSITY STATEMENT

WBCP embraces cross-cultural diversity and we are committed to equitable treatment and elimination of discrimination in all its forms at all organizational levels and throughout all consulting practices, including search services. We strive to reach diverse groups of people to inform them of leadership opportunities. **Upon our 2022 year-end review, we found that over the last three years, 69% of our applicants and 70% of our candidates placed in leadership positions with our clients came from diverse backgrounds.** We will make extensive efforts to attract a qualified applicant pool that represents a broad range of gender and ethnically diverse individuals.



Wendi Brown, President

OCTOBER 9, 2023

Date

Client, Title

Date

AGENDA ITEM REPORT



To: Commission
Subject: Office of the Inspector General - Mayor Mohammed, Interim Town Attorney Horowitz
Meeting: 10 11 2023 DRAFT REGULAR COMMISSION MEETING - Oct 11 2023
Department:
Staff Contact:

RECOMMENDATION:

Discussion

ATTACHMENTS:

[09 28 2023 OIG Lacks Adequate Authority to Control P card](#)

	Status:
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 04 2023
Aleem Ghany, Public Services Director	Approved - Oct 04 2023
Marlen Martell, Town Clerk	Approved - Oct 04 2023



BROWARD OFFICE OF THE INSPECTOR GENERAL

MEMORANDUM

To: Honorable Ashira Mohammed, Mayor,
and Members, Town of Pembroke Park Commission

From: Inspector General Carol J. Breece *Carol J. Breece*

Date: September 28, 2023

Subject: OIG Closing Memorandum Re: *The Town of Pembroke Park Lacks Adequate Authority to Control Its Purchasing Card Expenditures, Ref. 22-007-M*

The Broward Office of the Inspector General ("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.¹ We observed several concerning transactions on the commissioner's p-card and discussed a sample of them with him, but we could not test their propriety given his explanations as compared to the town's lack of adequate law, policy, and procedures regulating p-cards and travel expenditures. Because the town had no standard to which we could hold the commissioner accountable, the allegation of misconduct² was unsubstantiated.

However, such a situation cannot continue.

We write this memorandum to report our observations to the public and to impress upon the Town the seriousness of its deficiencies and the risks to which it is exposing itself by continuing to permit officials and employees to use p-cards without proper controls and oversight. We hereby notice the town that, should it continue to tolerate unchecked p-card use, these risks can include the OIG in the near future undertaking an investigation into whether town commission and management members engaged in gross mismanagement³ and whether individual p-card users

¹ "A Purchasing Card (P-Card) is a type of Commercial Card that allows organizations to take advantage of the existing credit card infrastructure to make electronic payments for a variety of business expenses (e.g., goods and services)." Retrieved on September 18, 2023, from <https://www.iocpnw.com/page/WhatArePCards>. The Town's records and staff referred to a p-card as the town's credit card.

² The Broward County Charter ("Charter") defines "misconduct" as "any violation of the state or federal constitution, any state or federal statute or code, any county or municipal ordinance or code; or conduct involving fraud, corruption, or abuse." Section 10.01 A.(2).

³ The Charter defines "gross mismanagement" as "the material waste or significant mismanagement of public resources." Section 10.01 A.(3).

Carol J. Breece, Inspector General
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engaged in misconduct such as corrupt misuse of position,⁴ theft,⁵ or violation of the state's per diem and travel expenses law.⁶ The OIG will conduct a follow-up review in 60 days to determine what the Town has done to address the observations we make here.

Allegation

In March 2021, the OIG received a tip alleging that a Town commissioner continuously misused his p-card to make personal purchases. We reviewed receipts the tipster provided us, which the commissioner purportedly submitted to the Town as support for 25 transactions he made between September 2019 and July 2020. We also reviewed the Town's records of the commissioner's p-card transactions between September 2019 and June 2022 and supporting documentation for those transactions.⁷ We noted that, between September 18, 2019, and June 7, 2022, at least 200 transactions⁸ totaling \$35,305.09 appeared on the commissioner's p-card statements.⁹ These transactions included purchases for food, gas, electronics, tools, travel, and other miscellaneous items. Accordingly, we set out to determine whether the commissioner engaged in misconduct in the use of his p-card.

The Purpose and Importance of Properly Regulating P-Card Programs

It is without dispute that there are several advantages to a government's participation in a p-card program. As explained by the Government Finance Officers Association ("GFOA"), p-card programs "provide an efficient, cost-effective method of purchasing and paying for small-dollar and high-volume purchases."¹⁰ Since p-card holders can use their p-card with any vendor that accepts credit cards, p-cards represent an alternative to the traditional purchasing process that can result in a significant reduction in a government's volume of purchase orders, invoices, petty-cash transactions, and checks for routine, small-dollar purchases, like small tangible goods and office supplies.

However, while there are many benefits to a p-card program, there are also many risks associated with one. As p-cards act to bypass normal procurement procedures, one of the main risks is that they are subject to misuse. This, in turn, can expose a government to loss of revenue and fraud.

⁴ "No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others." Section 112.313(6), Fla. Stat.

⁵ "A person commits theft if he or she knowingly obtains or uses, or endeavors to obtain or to use, the property of another with intent to, either temporarily or permanently: (a) Deprive the other person of a right to the property or a benefit from the property. (b) Appropriate the property to his or her own use or to the use of any person not entitled to the use of the property." Section 812.014(1), Fla. Stat.

⁶ That law establishes standard travel reimbursement rates, procedures, and limitations "to prevent inequities, conflict, inconsistencies, and lapses" in state and local laws regulating travel expenses for public officers and employees. Section 112.061(1), Fla. Stat.

⁷ The tipster provided us with receipts coinciding with two transactions on the commissioner's p-card in June 2020 and July 2020. The Town's production also included the receipts for these two transactions.

⁸ These transactions were made up of 194 purchases and 6 refunds.

⁹ Many of these transactions included the payment of taxes despite the Town's tax-exempt status.

¹⁰ Retrieved on September 18, 2023, from <https://www.gfoa.org/materials/purchasing-cards>.

Accordingly, to minimize such risks, it is imperative that a government properly regulates its program.

GFOA best practices suggest that a government's p-card policy not only comply with state and local law but be a component of the government's entire purchasing policy.¹¹ Furthermore, the policy should, at a minimum, include practical controls such as defining the scope of allowable purchases and require training for users. Most importantly, a p-card policy should emphasize documentation describing the purpose of the purchase and the purchase's disposition. Other suggestions include defining appropriate travel use and limits, prohibited transactions and uses, and emergency purchases and limits. A p-card policy should also establish the consequences of non-compliance. Such controls act to clearly direct who can use a p-card and for what purpose, as well as clearly direct the amount that a p-card holder can spend on his or her p-card.

We noted the existence of such policies encouraged by GFOA best practices in several Broward County municipalities. For example, we observed that the City of Wilton Manors's Purchasing Policies and Procedures included a section dedicated to its p-card policies and procedures.¹² Its p-card policies and procedures included the assignment of duties and responsibilities to certain staff members. They also addressed the limitations on p-card use, listed prohibited uses, and provided overall guidance on travel related charges.

Likewise, the Town of Davie's Procurement Policies and Procedures also included a section dedicated to its p-card policies and procedures.¹³ Like the City of Wilton Manors, the Town of Davie outlined staff's duties and responsibilities, as well as placed various limitations on p-card usage, such as limiting a p-card's use to its assigned holder as well as limiting the amount that can be spent using a p-card. It also listed prohibited uses. In fact, the Town of Davie's policies and procedures even included guidance on discretionary spending, that is, the use of "public funds that do not directly benefit the community." This guidance specifically listed both allowable and prohibited uses.

Policies and procedures such as those we observed in the City of Wilton Manors and the Town of Davie are aimed to outline proper usage of a p-card and are the type of authoritative restrictions that we expect to see within local government law, policy, and procedure.

The Town Lacked Adequate Controls Over Its P-Card Program

A review of the Town's authority and interviews with current and former Town employees revealed that the Town lacked adequate controls over its p-card program. Given these inadequacies, the Town's p-card program was and remains at risk for abuse. Indeed, the commissioner's purchases showcase the effects of deficient controls over p-card expenditures.

¹¹ Retrieved on September 18, 2023, from <https://www.gfoa.org/purchasing-card-policies-in-action>.

¹² The City of Wilton Manor's Purchasing Policies and Procedures are available at <https://www.wiltonmanors.gov/DocumentCenter/View/7649/WM-Purchasing-Policies-and-Procedures-Effective-10-01-2022?bidId=>.

¹³ The Town of Davie's Purchasing Policies and Procedures are available at <https://www.davie-fl.gov/DocumentCenter/View/19226/Town-of-Davie-Procurement-Policies-and-Procedures-Manual?bidId=>

1. The Town Had No Substantive Guidance Intended to Regulate P-Card Expenditures

To begin, it is beyond dispute that the expenditure of public funds must be used primarily for a public purpose.¹⁴ The expenditure of municipal funds must meet a municipal purpose.¹⁵ If that expenditure includes a private purpose, the private purpose can only be secondary or incidental in nature.¹⁶

The Town's guidance on p-card usage fell dismally short of communicating this requirement.

While GFOA best practices suggest that a p-card program's policy be a component of the organization's procurement policy, as of September 2023, the Town did not so much as have a finalized procurement manual in place, let alone one that outlined a p-card policy. Town employees told us that they used a draft procurement manual as guidance for the Town's purchases. We noted that the draft manual omitted a section on p-cards.¹⁷ This was despite the fact that the Town Commission adopted the Town's draft procurement manual on July 10, 2019, subject to the Finance Department's review and approval. (Exhibit 2) But none of the Town employees we spoke to, including the Town's last two former finance directors, were aware that the only thing that needed to happen for the draft procurement manual to become official was Finance Department's review and approval.¹⁸

Although the Town's Credit Card Policy dated February 6, 2018, (Exhibit 3) provided that a p-card holder could use his or her p-card for "trip-related" charges as well as charges for "conference registration/classes, airline tickets, hotels, meals and parking," it did not limit the card's use to such expenditures. Instead, the policy merely stated that the p-card holder could use the p-card to purchase "non-restricted commodities"¹⁹ and that the p-card was for "official Town business only," not personal use. However, the policy had no guidance as to what constituted purchases for "Town business," nor did it have limits to the amount of such purchases.²⁰ The p-card certification form the commissioner signed on March 27, 2020, prohibited expenditures that were not for town business and served a public purpose. (Exhibit 4) This similarly did not inform officials or employees that p-card expenditures were required to have a primary public purpose.

¹⁴ See Art. VII, s. 1, Fla. Const., implying the imposition of taxes and the expenditure of tax revenue is limited to public purposes.

¹⁵ AGO 98-81, December 27, 1998.

¹⁶ AGO 79-14, February 15, 1979.

¹⁷ While the July 2019 draft procurement manual listed a heading titled, "Credit Card Policy," the section was empty. The only thing that appeared was the placeholder comment, "Make sure to include." (Exhibit 1)

¹⁸ The fact that the Town is operating without a finalized procurement manual is especially concerning where the Town's procurement code directs that the Town Manager can unilaterally authorize purchases up to \$10,000.00. See Town Code of Ordinances Section 2-128(a).

¹⁹ The policy prohibited using p-cards for gift cards, tobacco products, alcohol, or cash advances.

²⁰ Up until May 3, 2022, the Town's p-card statements included a list of the Town's p-card holders with their respective spending caps. The last statement reflected a total of nine p-card holders with spending caps that ranged from \$2,000.00 to \$25,000.00. P-card statements from the Town's new bank did not include such a list.

The Town's May 31, 2011, Travel Policy, which was in effect until May 10, 2023, was equally as inadequate for the purpose of controlling p-card expenditures, as it only spoke to reimbursement, not p-card usage. (Exhibit 5) To the extent that Town staff looked to the Travel Policy for guidance on how much a p-card holder could spend on his or her p-card during travel, the policy indicated that the Town would reimburse travelers for "reasonable expenses incurred while on Town business as determined by Town Commission." Of course, this suggested that the Town Commission would decide the reasonableness of expenses for which a traveler sought to be reimbursed. It did not differentiate between same day travel, overnight travel, or travel over several days. It also offered no guidance or process as to how to determine reasonableness.

Like its Credit Card Policy, the Town's Travel Policy also had no limits on reimbursement amounts. For meals, travelers simply had to provide receipts with their reimbursement request if they exceeded the Town's per diem rate of \$10.00 for breakfast, \$15.00 for lunch, and \$25.00 for dinner. But the state further limits such reimbursements and, unless a political subdivision's laws conflict with the state law, the state law controls.^{21, 22} The State's per diem rate in 2011 was, and still is, \$6.00 for breakfast, \$11.00 for lunch, and \$19.00 for dinner.²³

The Town also reimbursed for mileage and "[n]ecessary related expenses" with proper receipts. Again, the policy provided no direction as to what expenses could be necessarily related to mileage or direction on the limits to those expenses. It also did not establish parameters for determining reimbursable local travel expenses.

Finally, the travel policy provided for reimbursement of lodging expenses as well as airfare. There was no limit on the amounts of either of those expenses. The only limit to the lodging expense was a requirement that the traveler get the Town Commission's prior approval if he or she intended to seek hotel reimbursement when an event was within 50 miles of the town.²⁴

The Town's woefully inadequate guidance on p-card usage enabled p-card holders to believe they could use the p-card for whatever they wanted if they could argue any connection to official Town business, versus a primary connection to official Town business.^{25, 26} This weakness in the Town's controls over p-card expenditures was exacerbated by the Town's

²¹ Section 112.061(1)(b), Fla. Stat.

²² On April 26, 2017, the former town attorney issued the Town Commission an opinion that it could not authorize per diem payments exceeding the amounts pronounced in section 112.061(6), Fla. Stat. (Exhibit 6)

²³ Section 112.061(6)(b), Fla. Stat.

²⁴ The Town's Travel Policy that went into effect May 10, 2023 (Composite Exhibit 7), limited reimbursement of meals to those not included in a conference registration and at per diem rates as provided by the Federal GSA website. It also did not limit the meal cost when a traveler used the Town's p-card. But to the extent that Florida Statutes Sec. 112.061 conflicts with the Town's Travel Policy, the state law controls.

²⁵ Notably, the United States Office of Personnel Management's Purchase Card Program Policy, Revision 2, authorizes purchasing card transactions that are "necessary for the conduct of Government business" Retrieved on September 14, 2023, from <https://www.opm.gov/about-us/doing-business-with-opm/contracting-opportunities/policies-regulations/13301opmpurchasecardprogram.pdf>.

²⁶ Wilton Manors and Davie only allowed p-card holders to use their p-cards to pay for purchases that the city and town had already authorized, thereby suggesting that the municipality had already determined the purchase was for a public purpose.

failure to at least limit the amounts that can be spent on any given purchase. Such fundamental deficiencies in the Town's authority placed and continue to place the Town at critical risk for p-card abuse.

2. *The Commissioner's P-Card Purchases*

As explained above, between September 18, 2019, and June 7, 2022, at least 200 transactions totaling \$35,305.09 appeared on the commissioner's p-card statements. We took a sample of 37 transactions, as reflected below, and discussed many of them with him.

**OIG Table 1:
Sample of 37 Commissioner's Purchasing Card Expenditures Between
September 2019 and June 2022**

No.	Date	Vendor	Amount	Description
1	9/19/2019	GG's Waterfront	\$99.53	"XMAS Menu Testing"
2	1/14/2020	Peachtree	\$57.78	Sign Studio Invoice for (6) "Code Enforcement Black Ready to Apply 28" Wide"
3	1/29/2020	PayPal *VET TIX	\$14.97	Payment to Veterans Tickets Foundation
4	1/30/2020	Race Trac (491)	\$30.00	No Receipt Provided
5	2/14/2020	Amazon.com	\$482.49	(2) "Tiny Library, with window walls..."
6	2/25/2020	Race Trac (491)	\$30.00	Fuel - "Building Dept car."
7	3/2/2020	National League of Cities	\$1,005.00	NLC Registration ²⁷
8	2/25/2020	Untoasted	\$30.35	Food - "Meeting 2/25/02"
9	3/21/2020	Einstein Bros Bagels	\$73.78	Variety of food
10	3/21/2020	Einstein Bros Bagels	\$2.56	Drink
11	3/28/2020	Einstein Bros Bagels	\$58.73	Variety of food - "Comm. Jacobs Visa (Coronavirus - food giveaway)"
12	3/28/2020	Einstein Bros Bagels	\$2.99	Drink - "Comm. Jacobs Visa (Coronavirus - food giveaway)"

²⁷ While the top portion of the invoice is cut off, the legible portion appears to read "Financial Summary for Joy Brown." The total amount of \$1,005.00 is the sum of \$615.00 charged on January 10, 2020, \$90.00 charged on February 19, 2020, and \$300 charged on March 2, 2020.

No.	Date	Vendor	Amount	Description
13	3/27/2020	Lyft	\$22.12	"Trip Purpose: Press confrence [sic]" ²⁸
14	4/18/2020	Einstein Bros Bagels	\$71.98	Variety of food – "food drive thru giveaway"
15	5/1/2020	Apple App Store	\$4.99	JPG to PDF Full Version
16	5/2/2020	Einstein Bros Bagels	\$76.36	Variety of food – "food giveaway"
17	5/6/2020	Apple App Store	\$29.99	Roadtrippers Plus
18	5/16/2020	Einstein Bros Bagels	\$89.17	Variety of food – "food giveaway"
19	5/16/2020	Dominos	\$134.43	Delivery – "food giveaway"
20	5/20/2020	Untoasted	\$46.10	Food/drinks – "COMM WORK MEETING"
21	5/23/2020	Einstein Bros Bagels	\$87.76	Variety of food – "food giveaway"
22	5/29/2020	Untoasted	\$43.73	Food/drinks – "commission"
23	5/30/2020	Einstein Bros Bagels	\$75.83	Variety of food – "food giveaway"
24	6/10/2020	Best Buy	\$47.80	Electronics accessories – "Comm. Misc."
25	7/8/2020	GG's Waterfront	\$55.08	Food – "Xmas luncheon [sic] setup meeting"
26	9/16/2020	GG's Waterfront	\$77.50	Food - "Holiday Luncheon [sic] MEETING W/E.C./G.M."
27	11/4/2020	Amazon.com	\$139.99	19" Ring Light w/Remote Controller
28	12/2/2020	Amazon.com	\$81.31	400W Bluetooth Loudspeaker PA
29	1/8/2021	Untoasted	\$73.18	Food – "Meeting HR/Clerk Police,Staff,evals"
30	1/19/2021	Untoasted	\$36.59	Food – "Town [illegible] lunch/Meeting Town [illegible]"
31	6/8/2021	Untoasted	\$65.30	Food – "Meeting HR/Personal[sic]/Time/Public Works"
32	7/12/2021	Florida League of Cities	\$550.00	FLC 2021 Annual Conference
33	7/28/2021	Harbor Freight	\$646.23	(4) Masks & Gun Safe
34	12/17/2021	GG's Waterfront	\$1,000.40 ^{29, 30}	(37) Lunch/Brunch; (3) Children; Valet 32 cars
35	12/20/2021	Kwik Stop	\$46.99	Fuel – "X-101 Milage [sic] 97"

²⁸ The receipt was in someone else's name.

²⁹The \$1,000.40 charge amounted to \$925.40 plus \$75.00 additional tip.

³⁰ The total cost of the luncheon, with automatic gratuity, was \$2,525.40. The receipt reflected the application of a \$1,600.00 gift card. We observed that, on December 7, 2021, the commissioner used his p-card to make a \$1,600 purchase at GG's Waterfront. (Exhibit 8)

No.	Date	Vendor	Amount	Description
36	12/21/2021	Sunshine Shell (271)	\$32.10	Fuel – “X-106 Milage [sic] – 535”
37	5/27/2022	United Airlines	\$1,892.20	Round Trip Airfare FLL-RNO-FLL
Total			\$7,315.31	

We questioned whether the commissioner made purchases that were personal in nature without having a primary public or municipal purpose and whether transactions were made without his knowledge. For this sample of transactions, except for two expenditures he said he could not recall, he offered explanations for their purpose that bore at times just a slight connection to town business.

For instance, we noted that the transactions included several food-related purchases. Regarding his September 19, 2019, purchase at GG’s Waterfront, a restaurant in Hollywood, the commissioner told us that he paid for his and the Town Events Coordinator’s meals. According to him, the Town commission had the two go to GG’s to sample the food and to decide on a location for the Town’s holiday luncheon, which is how he also explained his September 16, 2020, purchase. Similarly, the July 8, 2020, GG’s purchase was for meals during a holiday luncheon set up meeting.

The commissioner also used his p-card to pay the \$1,000.40 balance of a town luncheon on December 17, 2021. According to the receipt, the luncheon included 37 guests, three children, and valet for 32 cars. He told us the guests represented the Town’s entire staff and his children. The price of three children meals cost \$60 total. Per the commissioner, the Town Events Coordinator used his (the commissioner’s) card to pay for the event.

Regarding his purchases at Untoasted, a restaurant in Pembroke Park, the commissioner explained he conducted private meetings with staff members at Untoasted because when he conducted them at town hall, it often led to information being spread around before the meeting even ended. He also told us that, after police officers completed their training, he would show them the area and would finish the tour with a meal at Untoasted. He did the same for interns that became permanent hires to show them his appreciation.

In explaining his Einstein’s Bros. Bagels and Domino’s purchases, the commissioner told us that community members and town staff volunteered to distribute food supplies during local drives. On several occasions, the Town Events Coordinator asked him to pick up coffee, bagels, and pizza to feed the volunteers during these events. We noted that the commissioner did appear to, for the most part, buy bagels and coffee in bulk at Einstein Bros Bagels. However, his purchases also included custom bagels, such as a cheesy hashbrown bagel, spinach Florentine bagels, and a chocolate chip bagel with strawberry smear, as well as individual cold drinks.

To the extent the receipts reflected the purchase of egg sandwiches, the commissioner indicated that he provided a specific person in the community with a breakfast sandwich and

Gatorade to help with her diabetes. Sometimes he provided breakfast sandwiches to staff members as well.

The commissioner also used his p-card to pay for gas and other travel expenses. The commissioner recalled that on January 30, 2020, he purchased gas at RaceTrac when he and the Town's former chief of police went to Boca Raton to pick up a police vehicle. On February 25, 2020, he bought gas at RaceTrac for a building department car. He did not recall buying gas either at Kwik Stop on December 20, 2021, or at Sunshine Shell on December 21, 2021. He also did not recognize the handwriting on the receipts. He speculated that someone made these purchases when he loaned out his p-card.

While he recalled the Florida League of Cities Annual Conference that took place from August 12, 2021, through August 14, 2021, he said that he did not make the July 12, 2021, purchase that appeared on his p-card for his registration. The handwriting on the confirmation belonged to the Town Events Coordinator, so he speculated that either he lent her his card or she used a copy of his p-card that she had in her possession. However, he did recall purchasing a plane ticket on May 27, 2022, in the amount of \$1,892.20 for the United States Conference of Mayors meeting that took place in Nevada from June 3 through June 6, 2022.³¹

The commissioner also purchased goods from Amazon, Apple, Best Buy, and Harbor Freight. He explained that, on February 14, 2020, he bought two Tiny Library units from Amazon for \$482.49.³² The Town had three of them and he planned to install another unit on Father's Day.

On May 1, 2020, he purchased a JPG to PDF Full Version application for his iPad. According to the commissioner, he purchased it for Town business and at the Town Information Technology ("I.T.") official's direction. He renewed his download of the Roadtrippers Plus application on May 6, 2020, for \$29.99 as he was using the application to find open gas stations during COVID.

We spoke to the Town I.T. official about the commissioner's purchases of applications. He said the commissioner did not consult him about purchasing any applications. He explained that the commissioner should have never purchased applications such as JPG to PDF Full Version, Roadtrippers, PDF Expert Pro, PDF Editor Reader, and Canva, as the Town I.T. official had the ability to provide Town staff and officials with most of the applications they needed to perform their functions at no extra cost.

On June 10, 2020, the commissioner purchased power cables and chargers for \$47.80 from Best Buy in Arizona. According to him, he did not have cables to power and recharge his devices while he was at a conference there. When he arrived at the conference, he realized his device charger was broken, so he purchased a replacement charger.

³¹ The commissioner told us that the cost of airfare was expensive due to peak industry rates at that time, not because the ticket was purchased so close to the date of the event.

³² According to the commissioner, the Town budgeted for these items.

As for his purchases of a 19" ring light with remote control and stand on November 4, 2020, for \$139.99 and a portable Bluetooth PA loudspeaker on December 2, 2020, for \$81.31, both from Amazon, he alleged that these purchases were for town business.

Finally, the commissioner told us he bought a gun safe from Harbor Freight on July 28, 2021, for \$599.99. Per the commissioner, the town was building a police department and needed the gun safe because it received firearms and had no secure place to store them.³³

The commissioner could not explain either the January 14, 2020, Peachtree purchase for \$57.78, or the January 29, 2020, Veterans Tickets Foundation ticket purchase for \$14.97. He speculated that the Peachtree purchase was made by someone else when he loaned out his card. The Veterans Tickets Foundation purchase had to be town related or he would not have forwarded the receipt to the Finance Department. This was despite the fact that the receipt showed a ticket was shipped to his house.

3. The Commissioner's P-Card Use Exemplified the Consequences of Inadequate Guidance

As the commissioner failed to articulate the correct standard for the purpose of town expenditures, his p-card purchases showcased the effects of inadequate guidance within an organization's p-card program. It was evident that the commissioner routinely made p-card purchases without regard for whether the purchase primarily served a public or municipal purpose and without regard for cost. For instance, there was no primary public purpose to purchasing a car charger to replace his personal one while he was in Arizona. Nor was there a primary public purpose to purchasing applications for his iPad when many of the applications he needed to conduct the Town's business were available for free. We likewise failed to see a primary public purpose in purchasing a set of AirPods Pro with his name and former Town title engraved on them for \$266.43. (Exhibit 9)

However, the commissioner's food purchases especially highlighted the Town's inadequate guidance.

Between September 18, 2019, and June 7, 2022, there was approximately \$9,700.00 worth of transactions at restaurants and other food vendors on the commissioner's p-card statements. Throughout our scope, the commissioner told us he frequented various restaurants as well as routinely used his p-card at such establishments as Einstein Bros. Bagels, Domino's Pizza, and Untoasted. Regarding those purchases that appeared in our sample, the commissioner explained that he often purchased food for staff and volunteers at Town events, as well as paid for lunch meetings with Town staff at Untoasted on occasions when he wanted a more private discussion. He also charged meals to his p-card for food tastings for holiday events and holiday event planning. In fact, payment for actual holiday events appeared on his p-card statements. The commissioner's food purchases, altogether, were questionable in the absence of a recognizable primary public purpose or Town policy specifically approving the use of a p-card

³³ OIG staff went to Town Hall and observed a ring light and a gun safe there. Town staff could not produce a portable Bluetooth PA loudspeaker.

for such purchases.^{34, 35} This was especially true for food purchases which reflected the purchase of children's meals. (Exhibit 10)

Town Staff Did Not Enforce the Minimal Controls That Existed In the Town's Authority

A review of the Town's Credit Card Policy showed limited prohibitions. For instance, p-card holders could not use their p-card for personal purchases. Also, the only people authorized to use a p-card was its holder or holder's administrative assistant. Furthermore, the policy required the submission of documentation to support p-card purchases and its "legitimate business purpose." However, Town staff did not enforce those controls, given what can only be described as the Town's overall contentious climate and volatility.

The Town Accounts Payable Clerk explained that each month the town received credit card statements from the bank detailing credit card purchases. She reviewed the bank statements and compared the purchases to the receipts and invoices the cardholders provided to her. If she discovered any receipts or invoices were missing, she requested them from the department.

After entering the statement's relevant information into a spreadsheet she personally maintained, the Accounts Payable Clerk forwarded the credit card documentation to the Finance Director, who reviewed the documentation and determined the appropriateness of the purchases. The Finance Director also reviewed the user's compliance with the credit card usage rules. After the Finance Director completed a review of those records, the Town Manager got them for final approval.

However, the Accounts Payable Clerk typically paid the balance due on the statements before the Finance Director completed his review. As such, if there were any issues, they addressed them after the fact.

One of the Town's former finance directors, Finance Director 1, began with the Town in October 2018. The Town terminated him in April of 2022. He described his relationship with the commissioner as contentious because, according to him, he was the only person to stand up to the commissioner. In his view, the commissioner led the effort to terminate him.

Finance Director 1 did not see the Town's Credit Card Policy until he came across it on his own. This was despite the facts that the Town had to provide it to those issued a credit card and that he had one.³⁶ He did not believe the Town had any formal discretionary spending or travel policies.

³⁴ To the extent that the Town may have budgeted for such food purchases, they remain concerning where providing food to employees and other individuals is generally not a proper necessary expense of an agency at the federal level. *Use of Appropriated Funds to Purchase Food* (2022, September 29). Office of the General Counsel. Retrieved on September 18, 2023, from <https://ogc.commerce.gov/page/appropriations-law-food>.

³⁵ The Palm Beach County Office of the Inspector General has opined that the purchase of food on p-cards are more likely to be considered a permissible use of public funds where a municipality follows written policies regarding expenditures that have been adopted by its governing body. *Ensuring That Spending Has A Clear Public Purpose* (2015, February). Office of the Inspector General Palm Beach County. Retrieved on September 18, 2023, from https://www.pbcgov.org/OIG/docs/advisories/Tips_And_Trends_2015-0002.pdf.

³⁶ It was evident that he had not reviewed the Credit Card Policy. He believed it was appropriate for p-cards to be loaned or used by others so long as receipts were provided despite the policy's prohibition.

To the best of his knowledge, there were policies voted on as resolutions, but once the Town Clerk received the required signatures, the documents were generally filed away and not seen by himself or by staff. He had not seen the Town's Travel Policy.

He told us that there were two commissioners, one of which was the commissioner at issue here, who routinely used their p-cards in questionable ways. The two commissioners purchased food and made tips with their p-cards, and he did not see those uses as Town business.

Finance Director 1 questioned the commissioners' purchases through the former town manager. He also used Finance staff as buffers when he attempted to address questionable purchases. He did not do so directly, as he feared that it would impact his employment status. He also avoided attempts to hold cardholders accountable for fear of losing his job. He was hesitant about seeing the commissioners' credit card purchases because he questioned if the purchases were business related or personal. He spoke with the former town manager about his concerns, but nothing changed. In the end, Finance Director 1 simply tied the expenditure to a receipt in his monthly review, and otherwise understood "you go, you do your job, you keep your mouth shut. It's that simple."

The former town manager told us the Town did not have a travel policy. While the Town had a Credit Card Policy, he was not familiar with it. However, he approved the card's monthly statement payments and forwarded the packets showing the reconciliation of those statements to the commission for their review. Given language within the Town Employee Handbook that work-related travel should not be used as an opportunity to spend lavishly, the former town manager opined that the Town should just give travelers the meal allocations provided by Florida Statutes. He always wanted to implement a per diem policy in the town, but he received resistance from higher up the chain. However, he did not reject any credit card purchases despite recognizing their questionable nature.

Although the Town's other former finance director, Finance Director 2, joined the Town at the end of our scope of review, his observations confirmed the tone among Town staff. Referring to the Town's climate as a "political rollercoaster," Finance Director 2 told us that the commissioner ran the town and was involved in matters normally reserved for staff. Given the work environment, "people [were] like afraid."

Recommendations and Conclusion

On February 2, 2018, our office, in its report titled *Misconduct and Gross Mismanagement in the Town of Pembroke Park's Procurement of Professional Engineering Services*, recommended, among other things, that the Town "[d]raft and publish a written procedures manual for procurement, accounts payable, and other critical finance functions." We are disappointed to see that the Town has yet to finalize a comprehensive procurement manual covering all aspects of procurement, including p-card program controls, over five years later. As a result of this lapse, the Town has placed itself at great risk of fraud and waste resulting from uncontrolled p-card usage.

In light of our observations here, we urge in the strongest of terms the following actions:

- Within 60 days of the publication of this memorandum, finalize a procurement manual that includes substantive guidance as to the Town's Purchasing Card Program. This guidance should include at least a clear, objective definition of what constitutes "official Town business," or whatever term it chooses to communicate that expenditures must be primarily for a public purpose. It should also include maximum amounts that can be spent according to category, a prohibition on p-card purchases of food or beverage that do not serve a primary public purpose, and a prohibition on allowing anyone other than the cardholder to use the p-card. We recommend the Town review other municipalities', the County's, and the State's p-card policies for direction.
- Within 60 days, issue a directive to staff and commission members to follow the parameters found within the state's law on per diem and travel expenses for public officers and employees, Florida Statutes Section 112.061, and additional requirements of the Town's Travel Policy, regardless of whether expenditures are made by p-card, are reimbursed, or are advanced. Should the town commission wish to supplant any of the provisions within that law, it has the right to do so, but only by way of ordinance or a charter change.³⁷
- Use objective measures to determine which Town officials and staff require the issuance of a p-card given their roles and responsibilities and re-evaluate current p-card assignments accordingly.
- Require each p-card user to execute an agreement to abide by the Town's Purchasing Card Program, any Town-codified travel rules, and the provisions of Florida Statutes Section 112.061 upon receipt of a Town p-card and whenever the p-card or travel rules change.
- Require immediate supervisors to give advance written authorization for staff p-card purchases in addition to director-level post-purchase approval, and require the town commission to give authorization for or approve town manager and commissioners' p-card purchases either in advance or before processing payment.
- Require the p-card user to submit in writing the primary public purpose for the expenditure on the document submitting the charge for approval and payment.
- Train all Town officials and staff on the Town's existing and new policies and procedures, including those delineated in the finalized procurement manual.
- Encourage Town staff to reject questionable expenditures and create a process by which they can do so without fear of repercussion.

³⁷ Section 112.061(1)(b), Fla. Stat.

- Enforce accountability standards for all Town officials and staff, including p-card revocations for those holders who repeatedly violate p-card policies.
- Ensure that p-card holders are not paying sales tax on applicable purchases and that there is recoupment when the Town improperly pays sales taxes.

The OIG cannot overstate the seriousness of the Town's deficiencies and the risks to which it is exposing itself by continuing to permit officials and employees to use p-cards without proper controls and oversight.

The Town's officials and employees can no longer claim ignorance of the situation. We hereby notice the Town that, should it continue to tolerate unchecked p-card use, these risks include, in the near future, the OIG reopening this matter as an investigation into whether Town commission and management members have engaged in gross mismanagement and whether any individual p-card users have engaged in misconduct such as corrupt misuse of position or theft.

The OIG will conduct a follow-up review in 60 days to determine what efforts the Town has made to address the observations made in this memorandum.

cc: Aleem Ghanny, Acting Town Manager
Jacob Horowitz, Interim Town Attorney

EXHIBIT 1



PURCHASING MANUAL

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Table of abbreviations

CCNA	Consultants' Competitive Negotiation Act
ITB	Invitation to Bid
ITN	Invitation to Negotiate
OSHA	Occupational Safety and Health Act
PO	Purchase order
PRF	Purchasing Requisition Form
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Qualification
RLI	Request for Letters of Interest

TERMINOLOGY

For the purposes of this manual, the following terms are used.

Town: Town of Pembroke Park

Director: the staff person assigned the responsibility of all fiscal processes for the **Town**.

Buyer: The Department or authorized individual who is making a purchase to fulfill a legitimate **Town** purpose.

Bidder: The vendor, offeror, proposer, respondent, contractor or provider of goods and services who is responding to a **Town** solicitation for goods or services.

Specifications: may also refer to scope of work.



Pembroke Park Purchasing Manual

CHAPTER 1: PEMBROKE PARK PURCHASING CODE (ARTICLE V)

The **Town** Purchasing Ordinance (No. 18-01-01) provides the basics for this manual or guideline establishing procedures and mechanisms for how to implement the policy as provided by the **Town** Purchasing Ordinance as well as other applicable state and federal governing policies.

Sec. 2-121. Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (a) Addenda or Addendum. Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding documents or the contract documents.
- (b) Business Location. A permanent office or other site where the **Bidder** operates, conducts, engages in, or carries on all, or a portion of, its business. A post office box shall not be sufficient to constitute a business location.
- (c) Change Order. Changes, due to unanticipated conditions or developments, made to an executory contract, which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specifications as to constitute a new undertaking. The changes must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract rather than as departing therefrom. Further, the changes, when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.
- (d) Chief Procurement Officer. The individual responsible for the procurement of commodities and services as well as the management and disposal of commodities. The Town Finance and Budget Director is the *ex officio* Chief Procurement Officer.
- (e) **Town** Standard Commodities. Those situations where the **Town** has determined that a particular style, brand, make, or model is the only type that meets the **Town's** requirements for performance, compatibility, or other salient characteristics.
- (f) Commodities. Personal property, including, but not limited to, goods, supplies, apparatus, equipment, material, and other forms of tangible personal property.
- (g) Contractor. Any person or business entity having a contract with the **Town**.
- (h) Cooperative Purchasing. Situations where the **Town** participates in joint procurement of commodities or services with other public entities within the state, in order to obtain lower prices through greater purchasing volume.
- (i) Invitation for Bid. A written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or



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services for which bids are sought. The invitation for bid shall be used when the **Town** is capable of specifically defining the scope of work for which a service is required or when the **Town** is capable of establishing precise specifications defining the actual commodities required. The invitation for bid shall include instruction to **Bidder**, plans, drawings, and specifications, if any, bid form and other required forms and documents to be submitted with the bid.

- (j) Purchase Order. A document by which the **Town** acquires goods and services at a stated price, specifying all the terms and conditions of a proposed transaction, such as a description of the required items, delivery schedule, terms of payment and transportation.

A purchase order is required for purchases of goods or services in an amount greater than \$1,500.00. The Chief Procurement Officer is authorized to pay the amount stated in the purchase order after Town Commission approval.

- (k) Quotations. Unsealed facsimile or written bids for commodities or services.
- (l) Request for Letters of Interest. A written solicitation for offers with the title, date and hour of the submission deadline designated. A request for letters of interests shall include, but is not limited to, general information and submission deadline. The **Town** shall engage in competitive negotiations with responsible **Bidders** determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. **Bidders** shall be accorded fair and equal treatment with respect to any opportunity for discussion.
- (m) Request for Proposals. A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include, but is not limited to, general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The **Town** may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.
- (n) Request for Qualifications. A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The **Town** may engage in competitive negotiations with responsible **Bidders** determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. **Bidders** shall be accorded fair and equal treatment with respect to any



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opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

- (o) Responsible Bidder, Responsible Offeror, or Responsible Proposer. A person or business entity having the capability in all respects to perform fully the contract requirements and sufficient experience, ability, reliability, capacity, facilities, equipment, financial resources, and credit to give the **Town** a reasonable expectation of good faith performance, determined solely within the **Town's** discretion.
- (p) Responsive Bidder, Responsive Offeror, or Responsive Proposer. A person who has submitted a bid, offer, or proposal that conforms in all material respects to the invitation for bid, request for letters of interest, request for qualifications, or request for proposals, determined solely within the **Town's** discretion.
- (q) Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end-product other than reports that are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
- (r) Sole-Source. The commodities or services are available from only one responsible **Bidder**. Specific criteria for sole-source purchases are set forth in the Procurement Procedures Manual.
- (s) Surplus Property. Any personal property belonging to the **Town** that is capable of being used but is in excess of the normal operating requirements of the **Town** or which is no longer being used or which has become obsolete, worn out or scrapped.
- (t) Using Department. Any Department, agency, Commission, bureau, or other unit in the **Town** government using commodities or procuring services as provided in this article.

Sec. 2-122. Procurement Responsibility.

The procurement of commodities and services shall be under the supervision of the Chief Procurement Officer, or designee.

Sec. 2-123. Compliance Required.

It shall be unlawful for any **Town** officer or employee to purchase any commodities or services or make any contract within the purview of this article unless there has been compliance with the requirements of this article. Any purchase made, or contract executed contrary to the provisions hereof shall be null and void, and the **Town** shall not be bound thereby.



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Sec. 2-124. Procurement of Commodities or Services in an Amount less than \$25,000.00.

- (a) The **Town** Manager, or designee, or designee of the Town Commission, may authorize the purchase of services or commodities in an amount less than \$1,500.00 without the approval of the **Town** Commission.
- (b) The purchase of services or commodities in an amount in excess of \$1,500.00 requires the prior approval of the **Town** Commission at a regular or special meeting, except as may otherwise be provided in this article.
- (c) The purchase of services or commodities in excess of \$5,000.00 shall be permitted only after written competitive proposals from at least two (2) different sources are received by the **Town** Commission for consideration, and the **Town** Commission approves the most responsible and responsive proposal.
- (d) The purchase of services or commodities in excess of \$10,000.00 shall be permitted only after written competitive proposals from at least three (3) different sources are received by the **Town** Commission for consideration, and the **Town** Commission approves the most responsible and responsive proposal.

Sec. 2-125. Regular, Recurring Procurements.

The **Town** Commission may, by resolution from time to time, provide for the payment of certain services or commodities which are procured on a regular or recurring basis, either pursuant to contract or otherwise, without the requirement of a purchase order for same, or the submission of such invoice to the **Town** Commission for individual approval.

Sec. 2-126. Competitive Bidding or Competitive Proposals Required; Exceptions.

- (a) A purchase of or contract for commodities or services that is estimated by the Chief Procurement Officer or Using Department to cost more than \$25,000.00 shall be based on competitive bids or competitive proposals as determined by the Chief Procurement Officer or Using Department, except as specifically provided herein.
- (b) For all capital improvement projects where the services of professional architectural, engineering, landscape architectural, or survey and mapping services are required, the Chief Procurement Officer or Using Department, with the approval of the **Town** Commission shall determine the project delivery method to be utilized to complete the project and shall present the recommendation as part of the request for approval of bid advertisement as required in Section 2- 127.
- (c) Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:



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- (1) Emergency purchases. In urgent cases of compelling emergency that require the immediate purchase of commodities or services, the **Town Manager** a Director, or designee, is empowered to waive competitive bidding or competitive proposals and authorize the Chief Procurement Officer, or designee, to secure by open-market procedure any commodities or services, notwithstanding the estimated cost of the commodities or services.

It is recognized that not all situations or occurrences can be anticipated. Emergency situations may include, but are not limited to, imminent danger to life safety, health, property, or breakdowns of equipment that may cause serious curtailment of services to residents. Examples of these purchases are repairs for vehicles, broken water and sewer lines, and hurricane or other disaster purchases during a declared disaster. Any Department head who authorizes an emergency purchase pursuant to this section must seek oral or written approval from the **Town Manager**, or designee, (only required during normal business hours), and must provide a written explanation of the emergency to the **Town Manager**, or designee, as early as possible, but not later than twenty-four (24) hours after the purchase and provide a copy of written explanation to the Finance and Budget Department. **Town** Commission approval or confirmation shall be required when the amount of the emergency purchase exceeds \$1,500.00. Emergency purchasing procedures may not be implemented to procure goods or services required to perform normal **Town** operations. Failure to anticipate normal operating needs shall not be considered grounds for an emergency situation.

- (2) Professional services. Contracts for professional services involving peculiar skill, ability, experience, or expertise, which are in their nature unique and not subject to competitive bidding, or competitive proposals, are exempt from this section; however, state laws, such as the Consultants' Competitive Negotiation Act (CCNA) to the extent applicable, shall be followed.
- (3) **Town** standard, single-source and sole-source commodities or services. **Town** standard, single-source and sole-source commodities or services are exempt from this section.
- (4) Disaster preparedness. Contracts for purchases of commodities or services that are made in contemplation and preparation for and in response to the occurrence of a natural or man-made disaster or civil unrest, where time or availability rather than price is the controlling factor, are exempt from this section.
- (5) Utilization of other governmental agencies' contracts. Commodities or services that are the subject of contracts with the State of Florida, its political subdivisions or other governmental entities located within the State of Florida, including the United States government, are exempt from this article, provided, however, that this section shall apply only if the contract expressly permits or if the awarding jurisdiction or the **Bidder** agrees to allow the **Town** to purchase on the same terms and conditions, and if either:
 - (i) the commodities or services are the subject of a price schedule negotiated by the state or federal government or by competitive bid by another Florida governmental agency and not on any preference; or



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(ii) the price offered for the commodity or service exactly equals or is lower than the governmental contract from **Bidders** awarded the governmental contract.

Where an award is made pursuant to this section, the terms, and conditions agreeable to the **Town** may be used in lieu of those terms and conditions of the contract with the other governmental agency.

- (6) Cooperative purchasing. Cooperative purchasing plans are exempt from this section.
- (7) Exclusions from competitive procurement requirement. The following contractual services are not subject to the competitive procurement requirement:
- (A) Academic program reviews or lectures or seminars by individuals;
 - (B) Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration;
 - (C) Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like;
 - (D) Maintenance service of equipment when considered to be in the best interest of the **Town** and recommended by the Using Department and the services to be performed are by the equipment manufacturer, manufacturer's service representative or a distributor of the manufacturer's equipment, the services may be procured without following the competitive sealed bid process;
 - (E) Advertising for the purpose of public notifications;
 - (F) Utilities, including but not limited to electric, water and communications;
 - (G) Copyrighted materials, except computer software; or
 - (H) Food, clothing, and other promotional items purchased for resale or distribution to the public.
- (8) Additional exclusions. The foregoing enumeration of services deemed to be exempt from the competitive procurement requirements is not intended to be an exhaustive or exclusive list. The **Town** Manager, or designee, may determine if a contractual service must be procured through the competitive procurement process, if not expressly indicated herein.
- (9) Best interest of the **Town**. Purchases of and contracts for commodities or services are exempt from this section when the **Town** Commission declares by a majority affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the **Town**. The **Town** Commission shall make specific factual findings that support its determination, and such contracts shall not be placed on the **Town** Commission consent agenda.



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- (d) Any other provision of this section to the contrary notwithstanding, **Town** purchasing shall be conducted in accordance with applicable state law, including Section 180.24, Florida Statutes, and Section 255.20, Florida Statutes, as may be amended.

Sec. 2-127. Competitive Bidding Procedure.

The competitive bidding procedures below shall be followed:

- (a) *Presentation to Town Commission.* All competitive bidding or competitive proposal solicitations as defined in Section 2-126 shall be presented to the **Town** Commission for consideration prior to advertisement.
- (b) *Advertisement for bids required.* Notice of the competitive bid shall be advertised in a newspaper of general circulation in the **Town** of Pembroke Park not less than ten (10) days prior to the date set forth in the notice for the opening of bids or proposals.
- (c)
- (1) Bid deposits. When deemed necessary by the Chief Procurement Officer or Using Department, bid deposits or sureties shall be prescribed in the public notice inviting bids. A successful bidder shall forfeit any deposit or surety required by the Chief Procurement Officer or Using Department upon failure on its part to enter into a contract with **Town** within 15 days after the bid award.
 - (2) Deposit requirements. Each bid, where so required in the bid documents, must be accompanied by a bid bond, a cashier's check, or certified bank check in an amount of not less than five percent (5 %) of the total bid amount. The applicable bid documents will specify the details of individual bid requirements. Unless otherwise stated in the bid documents, the bid security of the successful bidder will be retained by the Chief Procurement Officer until such bidder has executed and furnished to the **Town** an agreement and required contract security. Upon receipt of the executed agreement and contract security, the bid security will be returned. If the successful bidder fails to execute and deliver the agreement or fails to furnish the contract security within the time required by the bid documents after the notice of award, the **Town** may cancel the notice of award and the bid security of the successful bidder shall be forfeited to **Town**. The bid security of other **Bidder** whom the **Town** determines to have a reasonable chance of receiving the award may be retained by the **Town** until the time specified in the bid documents. Bid security for bids which are deemed not competitive will be returned within seven (7) days after the bid opening.
 - (3) Sureties on performance. All competitive bids seeking commodities or services in excess of \$25,000.00, shall include as a requirement of such advertised bids a performance bond in the total contract amount. The Chief Procurement Officer, in his or her discretion, may require such performance bonds for bids seeking commodities or services in an amount less than \$25,000.00. The **Town** Manager shall have the discretion to waive the performance bond requirement in the event of an emergency. Any bonding company



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providing bid surety must be listed on the United States Department of Treasury's Circular 570. Additionally, the bonding company must be rated at least "A," Class VI, by Best's Key Rating Guide, published by A.M. Best Company, and be authorized to do business in the state.

- (d) *Addenda.* Written addenda will be issued when changes, clarifications, or amendments to the Invitation for Bids are deemed necessary.
- (e) Bid opening procedure.
- (1) Sealed bids shall be submitted to the Deputy **Town** Clerk, or designee, at such location as designated in the bid documents, and shall be identified as bids on the envelope.
 - (2) Bids shall be opened in public at **Town** Hall by the Deputy **Town** Clerk, or designee, at the time and place stated in the public notice. All bids shall be publicly announced at the time of opening.
 - (3) A tabulation of all bids received shall be posted for public inspection.
 - (4) No late bids shall be accepted or opened, and, if received after the date and time called for in the bid notice, shall be retained unopened by the Deputy **Town** Clerk.
 - (5) Failure to properly sign a bid shall invalidate the bid and it shall not be considered.
 - (6) All bids opened shall contain a copy of the bid to be filed in the Clerk's office.
 - (7) The **Town** reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer and approved by the **Town** Manager.
- (f) *Rejection of bids.* The **Town** Commission may reject any bids, parts of all bids or all bids for any one or more commodities or services included in the proposed contract when the public interest will be served thereby. The Chief Procurement Officer shall not accept a bid from a contractor who is known to be in default on the payment of taxes, licenses, or other moneys due the **Town**.
- (g) *Contracts award criteria.* Contracts shall be awarded to the lowest responsive, responsible bidder. In determining the "lowest responsive, responsible bidder," the Chief Procurement Officer shall consider:
- (1) The prices contained in the bid;
 - (2) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
 - (3) Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (4) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - (5) The quality of performance of previous contracts or services, including, but not limited to, contracts or services with **Town**;
 - (6) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;



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- (7) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - (8) The quality, availability and adaptability of the commodities or services to the particular use required;
 - (9) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - (10) The number and scope of conditions attached to the bid by bidder;
 - (11) The overall cost to the **Town**;
 - (12) Whether the bidder is involved in any pending litigation with the **Town**; and
 - (13) The best interests of the **Town**.
- (h) *Determination and findings statement.* When the award is not given to the most responsive, responsible bidder, a determination and findings statement shall be prepared by the Chief Procurement Officer and filed with the other papers relating to the transaction.
- (i) Tie bids.
- (1) If the determination of lowest responsive, responsible bidder results in a tie, the contract may be split when it is to the **Town's** advantage as determined by the Chief Procurement Officer or Using Department.
 - (2) If the Chief Procurement Officer determines not to split the bid, the contract shall be awarded by first preference to businesses with drug-free workplace programs as described in Section 2-136, and then by publicly drawing lots.
- (j) Prohibition against subdivision. No contract for purchase of goods or services may be subdivided to avoid the requirements of this section.
- (k) Inspection of bids. Inspection of the **Town's** formal bids and proposals shall be conducted in accordance with applicable state law, including Chapter 119, Florida Statutes, as amended.

Sec. 2-128. Competitive Negotiations.

When the use of competitive bidding is not in the best interest of the **Town** for a purchase of, or contract for, commodities or services estimated to cost in excess of \$25,000.00, the commodities or services may be purchased by competitive negotiations.

A request for proposals, a request for qualifications, or a request for letters of interest shall be issued by **Town** in lieu of competitive bidding. Adequate public notice of the solicitation shall be given in the same manner as provided in Section 2-127. Other procedural provisions applicable to the sealed bid process shall also apply. To assure full understanding of and responsiveness to the solicitation requirements and full understanding of qualified proposals or offers, discussions may be conducted with qualified proposers or **Bidders** who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and



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responsiveness to, the solicitation requirements.

The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best the and final proposals or offers. The contract award shall be made to the responsible proposer or **Bidder** whose proposal or offer is determined to be the most advantageous to the **Town** taking into consideration price and the evaluation factors set forth in the solicitation. No other criteria shall be used in the evaluation. A written summary of the basis on which the award is made shall be included in the contract file.

Sec. 2-129. Award of Contract.

- (a) An initial purchase of, or contract for, commodities or services, in excess of \$25,000.00, shall require the prior approval of the **Town** Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed. Emergency purchases, however, as described in Section 2-126, shall not require advance **Town** Commission approval. In such emergency situations, the **Town** Manager, or designee, may approve the purchase or contract, subject to later ratification by the **Town** Commission. Emergency purchases are to be made only when the normal function and operation of the **Town** would be hampered to such an extent by submittal of a requisition in the usual manner that it may adversely affect the life, health, safety, or welfare of citizens.
- (b) Purchases exceeding the sum of \$75,000.00 in the aggregate shall not be purchased from the same person or entity during the course of any fiscal year unless the purchases are first authorized by the **Town** Commission. The above provision shall not apply to purchases of utilities or to ongoing contracts.

Sec. 2-130. Town Attorney to Review and Approve Form and Content of Purchasing Contracts.

The **Town** Attorney shall review all contracts awarded under this article and shall approve the contracts as to form and content prior to their execution by the appropriate **Town** officials. Notwithstanding the above, the **Town** Attorney, in his or her discretion, may approve form contracts bearing a pre-printed **Town** Attorney approval, provided that the provisions of the form contracts are not modified.

Sec. 2-131. Debarment and Suspensions.

- (a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity for such party to be heard, the **Town** Commission, after consultation with the **Town** Attorney or **Town** staff, shall have the authority to debar a person or entity for the causes listed in this section from consideration for



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award of **Town** contracts. The debarment shall be for a period of not fewer than three years. The **Town** Manager, the Chief Procurement Officer or the Using Department shall also each have the authority to suspend a contractor from consideration for award of **Town** contracts when there is probable cause for debarment pending the debarment determination by the **Town** Commission.

- (b) Causes for debarment or suspension. Causes for debarment or suspension include the following:
- (1) Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contractor, subcontract, or incident to the performance of such contract or subcontract;
 - (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
 - (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 - (4) Violation of **Town's** contract provisions, which violation is regarded by the Chief Procurement Officer or Using Department to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a **Town** contract or to perform within the time limits provided in the **Town** contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
 - (5) Debarment or suspension of the person or entity by any federal, state, or other governmental entity; or
 - (6) Any other cause judged by the **Town** Commission to be so serious and compelling as to affect the responsibility of the person or entity performing **Town** contracts.
- (c) *Debarment and suspension decisions.* Subject to the provisions of this section the **Town** Attorney shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the debarred or suspended party.

Sec. 2-132. Availability of Funds.

Except in cases of emergency, the **Town** Manager, or designee, shall not issue any order for delivery on a contract or any open-market order unless and until the Chief Procurement Officer, or designee, certifies that there are unencumbered funds available in the budget, in excess of all unpaid obligations, to defray the cost of the commodities or services.

Sec. 2-133. Surplus Property.

- (a) *Disposal of surplus property.* The **Town** may sell, trade, or otherwise dispose of surplus and obsolete personal property belonging to the **Town** either by sale, barter, or exchange, by competitive sealed bid, public auction, cannibalization, trade in or any other means of disposal as



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may be appropriate and in the best interests of the **Town**. Disposal of surplus or obsolete personal property requires prior approval by the **Town** Commission. No employee may purchase any such property without **Town** Commission approval.

- (b) *Donation of surplus property.* Surplus property may be donated by **Town** Commission approval, in any manner as the **Town** Commission deems fit.

Sec. 2-134. Change Orders.

- (a) Subject to the restrictions contained in division (b) below, the **Town** Manager, or designee, is authorized to approve all change orders decreasing the cost of the contract to the **Town** that do not materially alter the character of the work contemplated by the contract as determined in his or her judgment, to be in the public interest.
- (b) Notwithstanding the provisions of division (a) above, the **Town** Manager, or designee, is not authorized to approve a change order without authorization of the **Town** Commission where the sum of all change orders issued under the contract increases the cost of the contract by \$1,500.00 or greater.

Sec. 2-135. Term, Termination, Extension and Renewal of Contracts.

- (a) Term.
 - (1) Unless otherwise provided by law, a contract for supplies or services may be entered into for any time period deemed to be in the best interests of the **Town** provided the extension, if any, is included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for future fiscal periods shall be subject to the availability of funds.
 - (2) Contracts may be awarded with provisions of upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based on a nationally recognized or published index or other criteria acceptable to the Chief Procurement Officer.
- (b) *Termination.* The **Town** Commission is authorized to terminate any contract entered into by the **Town** when the **Town** Commission determines that the contracting party has breached or failed to perform one or more of its obligations under the contract. When a contract is entered into by the **Town** pursuant to **Town** Commission approval and is terminable by the **Town** without cause, only the **Town** Commission is authorized to terminate the contract without cause. If any Commissioner desires that a contract be terminated without cause, he or she shall notify the **Town** Manager in writing and request that the item be placed on the next **Town** Commission agenda.
- (c) *Extensions.* The **Town** Manager, or designee, is authorized to extend, for operational purposes only, and for a maximum of 180 days, any contract previously approved by the **Town** Commission



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and entered into by the **Town**. Any other extensions of the contract term require the approval of the **Town** Commission.

- (d) **Town Commission notification.** The **Town** Manager, or designee, shall notify the **Town** Commission, in writing at least three months in advance of the expiration, renewal, automatic renewal or extension date of a contract, and shall provide a copy of the contract and a **Bidder** performance report card for the contract to the **Town** Commission.
- (e) **Application to existing and future contracts.** The provisions of this section shall apply to every contract in existence on the effective date of this section and every contract entered into thereafter.

Sec. 2-136. Preference to Businesses with Drug-Free Workplace Programs.

- (a) The **Town** hereby adopts by reference Section 287.087, Florida Statutes, as amended, regarding bidding preferences for businesses with drug-free workplace programs.
- (b) Whenever two or more bids which are equal with respect to price, quality and service are received by the **Town** for the procurement of commodities or services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given a preference, provided that the drug-free workplace program complies with Section 287.087, Florida Statutes, and any other applicable state law. An announcement of this preference shall be included in the bid documents.

Sec. 2-137. Non-Discrimination.

Contractors shall not discriminate against any person in its operations, activities, or delivery of services. Contractors shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

Sec. 2-138. Non-Collusion.

A bidder shall not collude, conspire, connive, or agree, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham bid in connection with the service or commodities for which the bid has been submitted. A bidder shall refrain from bidding in connection with such service or commodities and shall not have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other bidder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other bidder, or any person interested in providing the proposed service or commodities.

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Sec. 2-139. Bid Protest Procedures.

- (a) Upon completion of the evaluation of all bids for a particular procurement, the Chief Procurement Officer or Using Department shall issue a notice of bid/proposal action. This notice, containing the date and time of issuance, shall be posted on the **Town** website and at a conspicuous location at **Town Hall**.
- (b) A bidder with a "substantial interest" who has been adversely affected by the **Town's** selection of a bidder may protest the selection by complying with the requirements set forth herein. A bidder shall be deemed to have a "substantial interest" if the bidder would have been selected as the lowest responsive and responsible bidder but for the alleged mistake or irregularly described in the protest. If the Using Department or Chief Procurement Officer determine that a bidder does not have a "substantial interest," that bidder is precluded from bringing a bid protest pursuant to this section.
- (c) A bidder wishing to object to terms, conditions, specifications, procedures, selection criteria, weight of evaluation criteria or other matter set forth in the bid or proposed documents must make such objections in writing during the period of time set forth for questions and answers in the Invitation to Bid, request for proposal, request for qualifications or request for letters of interest. A bidder who has not raised such objections in writing during the question and answer time may not use the bid protest process to object to these matters once a notice of bid/proposal action has been posted.
- (d) A bidder may file a "Notice of Intent to Protest" by emailing said notice to the Using Department or Chief Procurement Officer within two business days of the issuance of the notice of bid/proposal action pursuant to subsection (a) hereof or the publication of a **Town** Commission agenda recommending the award of the bid, whichever is sooner. Such Notice of Intent to Protest shall include the bid or proposal number and title, the name and address of the protester, and a brief statement as to the basis of the bid protest.
- (e) The complete written bid protest must be filed with the Using Department or Chief Procurement Officer within ten calendar days of the issuance of the notice of bid action. To be considered, the written protest of bid must include:
 - (1) The bid or proposal number and title;
 - (2) Company name, protester's name, and title, mailing address of protester, and e-mail address of protester;
 - (3) The facts and law upon which the protest is based; and grounds not stated shall be deemed waived;
 - (4) Rules, regulations, or statutes pertinent to the protest;
 - (5) Relief which the protester seeks;
 - (6) Any other information that the protester deems to be material to the protest; and



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- (7) A bid protest bond in the form of a certified check, cashier's check, or money order made payable to the **Town** of Pembroke Park in an amount equal to five percent (5%) of the protester's bid amount or \$5,000.00, whichever is less. If the protest is upheld by the **Town**, the bond will be refunded to the protester. If the protest is denied, the entire bid protest bond amount shall be forfeited to the **Town**.
- (f) Upon receipt of a timely filled and complete formal written bid protest, the Using Department and Chief Procurement Officer shall stay the award of the purchase order or contract until the bid protest is resolved, unless the Using Department and Chief Procurement Officer determine in writing that compelling circumstances exist which require that the award be processed without further delay in order to protect the **Town's** interest or for the purpose of avoiding an immediate and serious danger to the public health, safety or welfare of the citizens or substantial disruption of **Town** operations.
- (g) After receipt of the timely filed and complete written bid protest, and upon the protester's request, the Using Department and Chief Procurement Officer shall meet with the protester to discuss the allegations and to attempt to resolve the matter. The Using Department and Chief Procurement Officer shall issue their decision on the bid protest within 14 calendar days of the meeting, or if no meeting is requested, within 14 days of receipt of the timely filed and complete written bid protest. Such decision shall be e-mailed to the protester on the date of issuance unless otherwise directed by the protester.
- (h) The protester may appeal the decision of the Using Department and Chief Procurement Officer to the **Town** Manager by filing a written appeal with the **Town** Clerk's office within three business days of issuance of the Using Department and Chief Procurement Officer's decision. The appeal must be in writing and must include a full explanation of the basis of disagreement with the decision rendered by the Using Department and Chief Procurement Officer, as well as the relief sought. The **Town** Commission will review the bid protest appeal and shall overturn the bid award if the protester proves that the bid award did not comply in material respects with the requirements contained in the Invitation to Bid, request for proposal, request for qualifications or request for letters of interest, this procurement code, or Florida law. The **Town** Commission's decision shall be e-mailed to the protester on the date of issuance unless another method of delivery is otherwise directed by the protester.
- (i) Failure by a bidder to comply with the timelines and requirements set forth herein shall result in an immediate invalidation and termination of the bid protest and a waiver of the right to seek further redress or to appeal the alleged adverse action in a court of law.
- (j) Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

Sec. 2-140. Applicability to Salaries, Benefits.

The provisions in this article should not apply to the payment of salaries or other employment benefits

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to officers or employees of the **Town**.

Sec. 2-141. Adoption of Procurement Procedures Manual.

The **Town** Commission shall adopt a Procurement Procedure Manual by resolution to be used by the **Town**'s staff setting forth the policies and rules for billing of accounts due, processing payments received by the **Town**, purchase orders for procurement of goods or services and such other matters as are necessary for orderly operation of the financial affairs of the **Town**.

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CHAPTER 2: OVERVIEW

The purpose of the **Town** of Pembroke Park Purchasing Policy and Procedural Manual ("Manual") is to provide clear and concise step-by-step directions to **Town** of Pembroke Park ("**Town**") employees authorized to purchase goods and services ("**Buyers**") and to ensure a fiscally responsible, ethical purchasing program in accordance with all applicable laws including:

1. The **Town's** Charter and Code of Ordinances, specifically Article V. **(Appendix A)**,
2. The **Town's** authority pursuant to the Florida Constitution,
3. Florida Statutes Chapter 166,
4. Florida Public Records and Sunshine Laws, Chapters 119, and 286,
5. Florida Consultants' Competitive Negotiation act, f.s. 287.055,
6. Florida Local Bids and Contracts for Public Construction Works, F.S. 255.20, and
7. Florida Ethics Law, Chapter 112

Comment [MLS1]: Need to include document

All requests for goods and/or services, and all purchases shall be for a public purpose and in accordance with all applicable laws and policies and the guidelines established in this manual. The **Town's** goal is the economical procurement of commodities and services conducted by fair and open competition and in accordance with applicable Federal and State Statutes and **Town** of Pembroke Park Code of Ordinances and Resolutions.

Administration and Authorization

Town Commission (Sec. 2-124)

All purchases on behalf of the **Town**, in excess of \$1,500 must be authorized by the **Town** Commission.

Town Attorney (Sec. 2-130)

The **Town** Attorney shall review all contracts awarded under this article and shall approve the contracts as to form and content prior to their execution by the appropriate **Town** officials.

Town Manager (Sec. 2-94)

The **Town** Manager is responsible for ensuring the policies and directions of the Commission with respect to achievement of the purchasing and contract administration objectives are met consistent with all State and **Town** statutory requirements. To that end, The **Town** Manager is responsible for coordinating and supervising the activities of the Chief Procurement Officer to ensure the **Town** remains in compliance with all legal guidelines. The **Town** Manager may approve purchases of \$1,500.00 or less (Section 2-124).

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Chief Procurement Officer (CPO) (Sec. 2-122)

The **CPO** is responsible for day to day supervision and achievement of the **Town** purchasing and contract administration policies and objectives.

Specifically, the **CPO's** responsibilities include:

1. Monitoring compliance with all applicable policies and procedures in the acquisition of supplies, equipment, and services necessary for the daily operations of the **Town**.
2. Ensuring that all applicable policies, procedures, forms, and approvals are obtained and retained as required by all applicable laws and guidelines.
3. Finalizing and ensuring accuracy of all final purchasing documents including requisitions, solicitations, purchase orders and contract awards.
4. Monitoring and ensuring compliance with all supporting accounting processes such as budgeting, accounts payable and fixed assets.

Town Department (Buyer) (Section 2-123, 2-126, 2-132, 2-133)

The **Town** Division, Directors, and Department Heads and/or designees are responsible for day to day management and achievement of the **Town** purchasing and contract administration policies and objectives within their Divisions and Departments. The Directors and Department Heads shall:

1. Follow all purchasing and accounting policies, procedures, utilizing the correct forms and acquiring the appropriate approvals in a timely and accurate manner;
2. Inspect and verify receipt of commodities or completion of services in accordance with the initial purchase request and submit invoices for payment in a timely manner;
3. Ensure all contracts are reviewed by the **Town** Attorney, Town Manager, and affected Departments before being presented to the Deputy **Town** Clerk for placement on the agenda for approval by the **Town** Commission;
4. Manage all surplus property responsibly and ethically; and
5. NOT subdivide any purchase or contract solely to avoid competitive Purchasing or approval requirements as prescribed in this Manual.



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CHAPTER 3: UNDERSTANDING KEY COMPONENTS OF SOLICITATION DOCUMENTS

Scope of Work or Specifications

Specifications: A specification is a description of the physical or functional characteristics of a good, service, or construction item. It is a description of what the **Buyer** seeks to buy, and to which a **Bidder** must be responsive in order to be considered for award of a contract. The term "Specification" is primarily used to refer to goods; "Scope of Work" is more often used to refer to services.

Proper specifications have four (4) characteristics:

1. Set the minimum acceptability of the good or service. The **Bidder** must know the minimum standard to determine what to provide. A standard which is too high means tax dollars may be wasted. Conversely, a standard which is too low means the goods or services will not meet the expectations of the user.
2. Promote competitive bidding. The **Buyer** should ensure the maximum number of responsive Bidders are able to bid to the specification. Restrictive specifications decrease competition.
3. Contain provisions for reasonable tests and inspections for acceptability for the good or service. The specification should permit tendered goods or services to be evaluated against defined criteria by examination, trial, test, or documentation. The methods and timing of testing and inspecting must be indicated in the specification.
4. Provide for an equitable award to the lowest responsive bidder. The **Buyer** should be able to obtain the goods or services that will perform to expectations, and the **Bidder** is able to provide the goods or services at an equitable agreed upon price.

The **Buyer** must be able to clearly define what goods or services are needed prior to determining what purchasing or solicitation method is best. The **Buyer**, not the **CPO**, has the professional expertise required to make that determination for goods and services specific to the needs of their Department.

Poorly written specifications:

1. Deter potential **Bidders**.
2. Increase costs.
3. Decrease the chance of desired results.
4. Are easily misinterpreted, increasing the number of questions asked and time to respond.
5. Are open to challenge and protest by unsuccessful **Bidder**.
6. Increase risk.

On the other hand, well written, complete, clear, concise, and specific criteria and specifications:

1. Attract many qualified **Bidders**, increasing competition.
2. Are easier to evaluate.



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3. Minimize the possibility of protests.
4. Lower risks.
5. Lower costs.

There are three basic types of specifications:

1. Design Specifications: These specifications often have precise requirements that may limit competition, prevent consideration of the latest technological improvements, and discourage innovation. Design specifications establish the material and operating requirements of goods.
2. Performance Specifications: Performance specifications describe what a good is expected to do. There is less concern about the material composition of the good and the way it is manufactured or assembled, and more concern about its performance when put into use. The Bidder is not directed to act in a certain way but is given an opportunity to use ingenuity and to innovate in order to provide a good which will perform a specific task.
3. Combination Specifications: A single type of specification cannot always adequately describe the need. Sometimes, the design-performance combination will be the best approach, with the design requirements kept to a minimum and the performance characteristics very detailed.

A proper specification should be:

1. Consistent.
2. Easy to read and understand.
3. Easy to revise, if needed.
4. Formatted with good direction.
5. Organized and categorized.
6. Concise and free of repetition.

When preparing specifications, consider:

1. Who will receive the document?
2. What do I want people to know or do?
3. How detailed and exact should my information be?
4. What questions might they ask?

When preparing 'scope of work' consider including the following:

1. Background – Why is the service is needed?
2. Objective – What are the goals the service should address and meet?
3. Contractors Tasks – What are the specific tasks required to meet the goals?
4. Performance and or design specifications



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5. References to related studies, documentation, specification, and standards.
6. Data requirements, if any and ownership by **Town** when completed.
7. What must the **Town** provide to meet the goals? (i.e. Facility, equipment, access, etc.)

TABLE 1: BEST PRACTICES CHECKLIST FOR WRITING SPECIFICATIONS

✓ List the desired outcomes instead of the process or the inputs ¹ .
✓ Be clear, concise, specific, and provide measurable outcomes without being unduly restrictive. Avoid vague terminology such as “in a timely manner” or prepared to our satisfaction—Say exactly when and exactly what will satisfy. Make sure your specifications can actually be met by the market.
✓ Utilize readily available resources on the internet or through respected purchasing organizations to “copy” specifications used by other public entities.
✓ Consult an “industry expert” to help create technical specifications if the staff lack that knowledge.
✓ Do not allow the “expert” to craft the specifications such that it gives his/her entity an unfair advantage in the final bidding process. Likewise, no person who has a financial or other interest in the awarding of the contract should be involved in the creation of the specifications.
✓ Specific evaluation criteria to determine qualified Bidder may be included in the bid specifications.
✓ Establishing evaluation criteria up front, further clarifies the expected outcomes and exactly what the Town will measure and inspect for prior to invoice authorization.
✓ Do not write specifications such that they exclude all but one type of supply or equipment or Bidder . Specifications, however, must be sufficient to allow decision makers to determine which bidder to choose. For example, a government unit should not specify that they wish to purchase a model X Dell computer, but they should include details such as amount of memory, size of hard drive, or any details that make the new computer compatible with an already existing system.
✓ Determine which specifications are required and which are preferred. Bidders will be judged non-responsive if they do not meet all required specifications, where they may be allowed to present alternatives for specifications that are deemed preferred.
✓ Assign points to different areas based on the importance of that area for the satisfactory completion of the project. The Town should also determine benchmarks for assigning points, i.e. what deserves full points, half, less.

¹ For example, one might specify for a lawn-mowing contract that the grass be kept less than six inches long instead of specifying that the contractor must cut the grass twice every month. The former is more easily monitored since it can be done randomly as opposed to trying to catch the contractor in the act of performing the service.



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For additional tools helpful for preparing written specifications, refer to the Attachments to this Guidebook: Standard Specification Sources and Standard Terms and Conditions.

Directions to Bidder

In addition to the Specifications/Scope of Work, the Directions/Instructions to **Bidder** are core components of the Purchasing Proposal. Directions should be comprehensive and consistent with the **Town** Purchasing Policy, and include the following:

1. Bid Deposits or Performance Bonds, if required.
2. Bid submission criteria.
3. Communication restrictions.
4. Price formats.
5. Invoicing and payments.
6. Project Management criteria.
7. Delivery considerations.

BID DEPOSITS/PERFORMANCE BONDS

Town Purchasing Policy Sec. 2-127(c)(1) Bid Deposits, (2) Deposit Requirements, (3) Sureties on performance provides as follows:

1. Bid deposits. When deemed necessary by the CPO or Using Department, bid deposits or sureties shall be prescribed in the public notice inviting bids. A successful bidder shall forfeit any deposit or surety required by the CPO or Using Department upon failure on its part to enter into a contract with **Town** within 15 days after the bid award.
2. Deposit requirements. Each bid, where so required in the bid documents, must be accompanied by a bid bond, a cashier's check, or certified bank check in an amount of not less than five percent (5 %) of the total bid amount. The applicable bid documents will specify the details of individual bid requirements. Unless otherwise stated in the bid documents, the bid security of the successful bidder will be retained by the CPO until such bidder has executed and furnished to the **Town** an agreement and required contract security. Upon receipt of the executed agreement and contract security, the bid security will be returned. If the successful bidder fails to execute and deliver the agreement or fails to furnish the contract security within the time required by the bid documents after the notice of award, the **Town** may cancel the notice of award and the bid security of the successful bidder shall be forfeited to **Town**. The bid security of other **Bidder** whom the **Town** determines to have a reasonable chance of receiving the award may be retained by the **Town** until the time specified in the bid documents. Bid security for bids which are deemed not competitive will be returned within seven (7) days after the bid opening.
3. Sureties on performance. All competitive bids seeking commodities or services in excess of \$25,000.00, shall include as a requirement of such advertised bids a performance bond in the



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total contract amount. The CPO, in his or her discretion, may require such performance bonds for bids seeking commodities or services in an amount less than \$25,000.00. The **Town Manager** shall have the discretion to waive the performance bond requirement in the event of an emergency. Any bonding company providing bid surety must be listed on the United States Department of Treasury's Circular 570. Additionally, the bonding company must be rated at least "A," Class VI, by Best's Key Rating Guide, published by A.M. Best Company, and be authorized to do business in the state.

BID SUBMISSION CRITERIA

1. The specifics of where, when, and how quotes/bids/proposals are to be submitted.
2. Qualification information, including references, approach, proposed personnel and their qualifications, equipment, and its condition.
3. Length of time bid remains valid (the maximum allowed by state law is 90- days).
4. The standard of award (e.g., lowest responsible bidder) or, for requests for proposals, evaluation criteria and the scoring process.
5. Anticipated schedule for contract award and notification.
6. Type and amount of any required bid guarantees.
7. Status of submitted documents, vis-à-vis freedom of information legislation.

COMMUNICATION WITH BIDDER

During the bid cycle, communication with a **Bidder** is limited to the **CPO**. This control is necessary to ensure that the bid process will be legally valid and not challenged by an unsuccessful **Bidder**.

The Department is strictly prohibited from communicating with the Bidder for any reason other than to refer the Bidder to the **CPO**. Any verbal and or written communication received by the Department must be immediately forwarded to the **CPO**.

Directions to a **Bidder** should include the point of contact and the restrictions for communication.

PRICE FORMATS

A **Bidder** must provide costs of goods or services being purchased in the format specified by the **Town** in the bid documents. For simple procurements, the **Buyer** will create a pricing sheet (Bid Form) requesting that prices be given in one of the following formats: Unit price and extended price; or Lump sum total.

When exact charges are difficult to determine until the acquisition is final, a not -to-exceed price should be used. Note: The **Buyer** will determine the best method to use to ensure that all bids received reflect costs that may be compared "apples to apples."



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INVOICING AND PAYMENT

1. Information on payments, audits, termination, dispute resolution, penalties, bonding, and insurance requirements.
2. Terms of payment. The terms of payment should always be specified by the bidder in his quote and by the **Town** on the purchase order. The payment term for most orders is "net 30 days" which means that payment must be made within 30 days of receipt of an invoice or delivery of goods or services, whichever is later.
3. Payment discounts. When payment discounts are offered, the Finance Department will attempt to pay the invoice within the discount period.
4. Progress payments. Progress payments may be made if they are specified in the bid or when negotiating. The amount and frequency of progress payment should be noted on the purchase order. When progress payments are allowed, the **Town** should retain at least ten percent (10%) of the total agreement for a specified period after the work has been done. This allows time for the **Town** to ensure the work was done properly and/or the equipment is functioning as specified.

PROJECT MANAGEMENT CRITERIA

1. A timeline and budget for the project,
2. Reporting and monitoring requirements, and
3. Evaluation Criteria (deliverables).

DELIVERY CONSIDERATIONS

1. Delivery time. The required or requested delivery date should be noted. Generally, it is reasonably based upon the standard availability of the product or service. The Department should review the bid cycle times (see below) and determine a reasonable delivery date. Unreasonable delivery requests may unnecessarily increase the cost of the product or delivery.
 - o Rush delivery. When an early delivery date is critical to the operations of the requesting Department, it must be noted on the requisition. The **Buyer** will add terms and conditions to the specifications that convey to the **Bidder** that compliance with early delivery requirements will be a factor in award of bid.
 - o Standard delivery. If delivery is not critical to the operations of the requesting Department, the Department should note a desired delivery date on the requisition.
2. Shipping terms. The shipping term will affect when title to goods changes from seller to **Buyer** and which party is responsible for the cost of delivery. As noted below under Special Free on Board (FOB) Points, special delivery instructions, and/or installation may also be included as part of the FOB point. When evaluating the total cost of purchase, the added costs associated with any FOB point other than "destination" must be considered and included in all recommendations for award.

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- FOB Destination. "FOB Destination" is the most desirable shipping term for the **Town** because the **Town** avoids responsibility for the goods until they are delivered and accepted.
- FOB Seller. If at all possible, avoid shipping FOB Seller. "FOB Seller" indicates that title to the goods transfers the moment the seller turns the goods over to a shipper.
- Large equipment. When purchasing large pieces of equipment, such as substation transformers, the FOB point will likely be stated as "destination, off-loaded, and set onto specific foundation."
- Installations. When purchasing equipment that requires installation, the FOB point will likely be stated as "destination installed at ... (address, floor, room, etc.); transfer of ownership occurs only after the unit is installed, inspected, and received by the **Town**."

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CHAPTER 4: UNDERSTANDING SOLICITATION METHODS

The intent of this section is to provide the **Buyer** with a basic understanding of solicitation methods and the level of approval or authorization required based on estimated value.

There are three basic types of solicitation methods which a **Buyer** may choose for purchasing goods and services depending on cost and level of competitiveness required by applicable laws.

1. Unsealed Bids/Quotes – Informal Unsealed bids are most often referred to as “quotes,” but they are also called “informal bids.” These bids may be verbal or written quotes and may be competitive or non-competitive depending on estimated value.
2. Sealed Bids- Formal – Sealed bids require the issuance of an Invitation for Bids with a purchase description including acceptance criteria and all contractual terms and conditions applicable to the procurement; a public opening of bids at a pre -designated time and place; unconditional acceptance of a bid without alteration or correction. Award to the responsive and responsible bidder who has submitted the lowest bid that meets the requirements and criteria set forth in the Invitations for Bids.
3. Sealed Proposals- Formal – Sealed proposals are used when the sealed bid process is not suitable for the commodity or service to be purchased. Sealed proposal solicitations are called “Requests for Proposals” or RFPs. These solicitations are often used to obtain professional or skilled services under the **Consultants Competitive Negotiation Act**, including architects, landscape architects, professional engineers, and registered surveyors or mappers, but they can also be advantageous for obtaining equipment when the award factor needs to be more than just low price.

Authorization Required (Sec. 2-124 and 2-126)

Table Two (below) summarizes the level of authorization required based on estimated value of the goods or services as established by the **Town** Purchasing Ordinance.



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TABLE 2: AUTHORIZATION REQUIRED BASED ON VALUE

Amount	Procurement Method	Authorization
Under \$5,000	Section 2-124, Informal, Unsealed Quotes One (1) quote is sufficient (more are preferred) with documentation and receipts to support, and verification that it is a one-time occurrence and not an attempt to subdivide to avoid a more competitive process. • Should not be used for emergency purchases except as defined by policy. • Should not be used for subdividing orders. • Should not be used for failure to plan.	Town Manager Purchases over \$1,500 also require Town Commission approval
\$5,000 - \$10,000	Section 2-124, Informal, Unsealed Quotes A minimum of two (2) Written Quotes (Responses)	Town Commission
\$10,000 – \$25,000	Section 2-124, Informal, Unsealed Quotes A minimum of three (3) Written Quotes (Responses)	Town Commission
Greater Than \$25,000	Section 2-126, Formal Sealed Bid or Proposal Formal Request for Proposal, a Request for Qualifications, or a Request for Letters of Interest	Town Commission

In addition to cost considerations, various methods of solicitation may be used depending upon the circumstances of the particular procurement and include both non-competitive and competitive methods.

Non-Competitive Solicitation Methods (Sec. 2-126)

POLICIES

The **Town** Purchasing Policies (Sec. 2-126) provides for Non-Competitive Processes to include: Emergency Purchases, Professional Services, **Town** Standard single or sole-source, Disaster Preparedness, and Piggy Back and Cooperative Purchasing. In addition, the following are excluded from the competitive requirement:

1. Academic program reviews or lectures or seminars by individuals;
2. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration;



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3. Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like;
4. Maintenance service of equipment when considered to be in the best interest of the **Town** and recommended by the Using Department and the services to be performed are by the equipment manufacturer, manufacturer's service representative or a distributor of the manufacturer's equipment, the services may be procured without following the competitive sealed bid process;
5. Advertising for the purpose of public notifications;
6. Utilities, including but not limited to electric, water and communications;
7. Copyrighted materials, except computer software; or
8. Food, clothing, and other promotional items purchased for resale or distribution to the public.
9. Additional exclusions. The foregoing enumeration of services deemed to be exempt from the competitive procurement requirements is not intended to be an exhaustive or exclusive list. The **Town** Manager, or designee, may determine if a contractual service must be procured through the competitive procurement process, if not expressly indicated herein.
10. Best interest of the **Town**. Purchases of and contracts for commodities or services are exempt from this section when the **Town** Commission declares by a majority affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the **Town**. The **Town** Commission shall make specific factual findings that support its determination, and such contracts shall not be placed on the **Town** Commission consent agenda.

BASIC PRINCIPLES

1. **Town "Buyers"** should make every effort to reduce costs associated with purchasing goods and services by thoroughly investigating all options including the Non-Competitive Bidding options that may be available. Goods and services required by local government are fairly consistent across Florida Local Governments. Taking the time to research other state and local government purchases and contracts can significantly reduce costs and substantially reduce the time associated with the solicitation process.
2. If a **Buyer** may purchase the same materials or equipment more than once during the budget year, the **Buyer** should consider soliciting quotes for the combined quantity to realize quantity discounts. Often **Bidder** will offer a discount for award of greater quantities and are willing to deliver in multiple shipments over the budget year at no additional cost as a trade-off for receiving the entire order.
3. When an item that has recently been quoted needs to be purchased again, prior **Town** quotes for the exact item in the exact quantity may substitute for the requirement to solicit competition if they are within the past thirty (30) days and the **Bidder** agrees to extend the pricing.



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The checklists that follow are intended to provide basic guidance for using the non-competitive solicitation methods. To avoid violations of any applicable law or ethical considerations, the **Town** Attorney should be immediately consulted if the Finance Department or the Department **Buyer** is unable to determine the appropriate purchasing process.

TABLE 3: COOPERATIVE PURCHASE CHECKLIST

✓ The Finance Department has arranged for an agreement with one or more agencies.
✓ Prices and terms are the result of negotiation or competitive bidding in compliance with the purchasing requirements of the bidding agency.
✓ The purchase conforms to Town's specifications for the item or service.
✓ The price is lower than Town's estimate for the purchase if made directly by Town .
✓ A copy of the purchasing (bid or RFP) has been obtained and reviewed for compliance with Town's procurement ordinance.
✓ The purchase is in Town's best interest.
✓ Appropriate authority approved the purchase (Town Manager or Town Commission).

TABLE 4: PIGGY BACK PURCHASE CHECKLIST

✓ Goods or services were procured through a competitive bid or negotiation process.
✓ Pricing and terms have been established by a state, federal or a Florida Governmental agency.
✓ Procurement is in the Town's best interest.
✓ Copies of the purchasing document(s) have been obtained and reviewed for compliance with the Town's procurement ordinance.
✓ Department Buyer has written documentation of investigation of the current market.
✓ The item or service to be purchased is not materially different from the one originally specified.
✓ The price is lower than Town's estimate
✓ The price is within 15% or \$2,500 of the original bid.
✓ The original purchasing was within 36 months, or written justification is provided for use of an older solicitation.
✓ The Town will enter a separate contract AND incorporate the original bid by reference.
✓ The appropriate authority has approved the purchase (Town Manager, or designee, or Town Commission).

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TABLE 5-1: STANDARDIZATION PURCHASE CHECKLIST

✓ Uniform adoption of standards is established in writing to include type, design, quality or brand of a certain article or group of related articles or services to be purchased by the Town and approved by the Town Commission.
✓ The Buyer has checked all available competition. When there is more than one distributor or contractor for the standardized supply or service, competition may be limited to known suppliers, provided that such competition is made in accordance with all applicable laws.
✓ Contract is competitively negotiated by Town Attorney or other official.
✓ Appropriate authority awards contract.
✓ Finance maintains record of purchase to include, the adopted standards, negotiation, Town Commission authorization and final contract.

TABLE 5-2: CHECKLIST FOR SOLE-SOURCE PURCHASE

✓ Good faith review of available sources documented in writing to confirm only one source.
✓ Contract is negotiated by Town Attorney or other official.
✓ Finance maintains record of purchase to include, the sole-source review, negotiation, Town Commission authorization and final contract.

Note: Very few supplies and equipment are justifiable as sole-source items and the **Town** may not write specifications to match a particular supplier's products and equipment.

TABLE 6: EMERGENCY PURCHASE CHECKLIST

✓ Emergency procurement is for public health, welfare, or safety.
✓ Competition is obtained when practicable.
✓ Department obtains ratification/approval of contract by appropriate authority as soon as practical.
✓ Department writes, and FINANCE OFFICE maintains written documentation for procurement record (after the emergency).

Note: In Florida, emergencies related to natural disasters are common. With proper planning for emergency preparedness, the need for non-competitive emergency purchases may be reduced if not eliminated. Having competitive sources in place will make the emergency purchase more affordable for the **Town**.



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Competitive Solicitation Methods (Sec-2-126, Sec. 2-128)

POLICIES

The **Town** Purchasing Policies (Sec. 2-126) provide for Formal Competitive Bidding and or Competitive Proposals for all purchases in excess of \$25,000. This process is initiated with a formal Invitation to Bid (ITB). See Section on Competitive Bidding Guidelines.

Exceptions to the Competitive Bidding/Proposal process include any purchases governed by the CCNA which was enacted by the Florida Legislature in 1973. This qualifications-based public procurement system for professional design services continues to be the gold standard for states across the country. CCNA establishes procedures for agencies to: (i) provide public notice of certain projects, (ii) select the most qualified firm, and (iii) negotiate a fair and reasonable contract with the selected firm. CCNA applies to public procurement by the state and its agencies, municipalities, counties and other political subdivisions (taxing districts, etc.) and school districts or school boards for professional services of architects, landscape architects, professional engineers, and registered surveyors or mappers.

NOTE: If the main scope of work requires a licensed architect, landscape architect, engineer, or registered surveyor or mapper, proceed to the section on the Consultant's Competitive Negotiation Act for procedures to follow.

Town Policy (Sec. 2-128) establishes the criteria for Competitive Negotiations Act process, which shall be initiated with a request for proposals, a request for qualifications, or a request for letters of interest in lieu of competitive bidding.

BASIC PRINCIPLES

The basic principles for the competitive solicitation process (bids or proposals) include:

1. **Competition:** to ensure that the largest possible number of qualified suppliers take part so that borrowers obtain the best market terms.
2. **Equality:** to ensure that all participants will be treated equally, avoiding preferences and discrimination of any kind to the detriment of some and the benefit of others, thus making for effective competition.
3. **Publicity:** to ensure that all contractors have access to information and clarifications during the bidding process and when the bids are opened.
4. **Due Process:** local legislation should provide procedures for the settlement of disputes and should permit **Bidder** to lodge protests and to answer allegations.

Competitive Negotiations Procedures

Town Purchasing Policy Sec. 2-128. Competitive Negotiations outlines the process for competitive



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negotiation which may also be governed by State of Florida Consultant Competitive Negotiation Act depending upon the type of professional services. **Town** Policy states:

- 1) When the use of competitive bidding is not in the best interest of the **Town** for a purchase of, or contract for, commodities or services estimated to cost in excess of \$25,000.00, the **Buyer** may use a competitive negotiations process.
- 2) A request for proposals, a request for qualifications, or a request for letters of interest shall be issued by **Town** in lieu of competitive bidding.
- 3) Adequate public notice of the solicitation shall be given in the same manner as provided in Section 2-127. Other procedural provisions applicable to the sealed bid process shall also apply. (See section on Competitive Bidding Procedures for Steps to follow)
- 4) To assure full understanding of and responsiveness to the solicitation requirements and full understanding of qualified proposals or offers, discussions may be conducted with qualified proposers or **Bidders** who submit responses determined to be acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements.
- 5) The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best and final proposals or offers.
- 6) The contract award shall be made to the responsible proposer or **Bidder** whose proposal or offer is determined to be the most advantageous to the **Town** taking into consideration price and the evaluation factors set forth in the solicitation.
- 7) No other criteria shall be used in the evaluation.
- 8) A written summary of the basis on which the award is made shall be included in the contract file.



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CHAPTER 5: STEP-BY-STEP PURCHASING GUIDE

There are **seven basic steps** in the procurement process which must be followed to ensure compliance with all applicable governing laws. The following steps and procedures are required by law for sealed formal proceedings.

Because informal unsealed quotes provide the most flexible means of soliciting and awarding contracts, they can also invite the most criticism for being unfairly decided. Therefore, the **CPO** and **Buyer** should also follow the recommended purchasing steps and best practices to the extent possible for the informal unsealed purchasing processes.

These steps which are detailed in this Chapter are:

1. Planning and preparation.
2. Create specifications/scope of work.
3. Determine the solicitation method.
4. Submit requisition and acquire authorization.
5. Solicit sources/advertise.
6. Receive and evaluate quotes, bids, or proposals.
7. Awards and Contracts.
8. Issue purchase order.

Step 1. Planning & Preparation

The purchasing process starts with preparation of the budget. The goods and services a Department needs in order to meet its goals for the fiscal year should be clearly identified and sufficient funds requested for those proposed purchases during the annual budget process.

Step 2. Create Specifications/Scope of Work (See Chapter 3)

Prior to submitting the Purchasing Requisition Form (PRF) the **Buyer** should develop the specifications/scope of work. Preparing the scope and defining the need prior to the PRF allows the **Buyer** to more accurately determine the approval levels required based on cost and the type of purchase and increases the likelihood the **CPO** and **Buyer** will be compliant with all applicable laws for a particular purchase.

Step 3. Determine the Solicitation Method (See Chapter 4)

Once the Specification/Scope of Work has been defined and the cost is estimated, the **Buyer** may determine the appropriate solicitation method based on applicable law and most competitive process.



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Confirm with the **CPO** and/or the **Town** Attorney that the specifications and solicitation method are appropriate for the chosen goods or services.

Step 4. Requisition and Authorization

Once the **Buyer** has identified the specifications for the goods and services and the solicitation method, the **Buyer** sends the PRF to the **CPO**.

Upon receipt of the PRF, the **CPO** may then initiate the process to acquire the appropriate authorization and approval based on **Town** Purchasing Policy Section 2-124 and 2-126 (See Chapter 4, Table 2).²

The PRF is the trigger for the purchasing of items and needs to clearly show who authorized the purchase of goods and where the need originated. Information that must be retained for public records and documentation of purchasing procedures. This form also includes information about the number and type of item/services required, when needed, estimated cost of the items and possible **Bidders**.

Step 5. Source Solicitation/Advertising

Advertisement or source solicitation varies depending upon whether the solicitation is an informal quote or a formal bid proposal process. In general, the more advertising there is for a project, the better the competition is likely to be, and thus, the better the price. With informal quotes, in particular, although formal 'public' notices and advertisements are not required, every effort should be made to maximize competitiveness when soliciting **Bidders** to avoid the appearance of unfair or unequal treatment. Transparency, fair and open competition with clear specifications and a pre-defined rating system are important in building trust with the **Bidder** community and to maintaining a robust **Bidder** list.

Informal Unsealed Quotes:

Informal quotes must be competitive, but do not fall under the same restrictions as outlined for Formal Bids/Proposals. The Advertising Best Practices recommended in this section should be followed to maximize the number of quotes and ensure the Town receives the best possible price for the proposed purchase. The **Buyer** must acquire at least two (2) quotes for purchases between \$5,000 to \$10,000. For quotes over \$10,000 but under \$25,000, the **Buyer** must acquire three (3) quotes or be able to justify why it was not possible. Alternatively, the **Buyer** should consider Joint Purchasing, Cooperative Purchasing or Piggy-Back Purchasing as outlined in Chapter 4, to ensure the Town is purchasing goods and or services at the lowest possible cost to the Town.

Formal Bids/Proposals

² The PRF is part of the **Town** financial software system. Instructions for use of this system and procedures for submitting a requisition are provided by the Finance Department based on the **Town**'s current software system.



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For formal bids and proposals, **Town** Purchasing Policy Section 2-127 requires the following:

- 1) Presentation to **Town** Commission. All competitive bidding or competitive proposal solicitations as defined in Section 2-126 shall be presented to the **Town** Commission for consideration prior to advertisement.
- 2) Advertisement for bids required. Notice of the competitive bid shall be advertised in a newspaper of general circulation in the **Town** of Pembroke Park not less than ten (10) days prior to the date set forth in the notice for the opening of bids or proposals.

For all purchasing, the **Buyer** should follow best practices recommendations to enhance the number of **Bidders** reached and make the procurement process more competitive, reducing costs and improving quality.

Advertising Best Practices

1. Increase the number of advertisements or length of time the advertisements are listed to attract additional **Bidders** to include public meetings, social media and a dedicated website.
2. Create a dedicated Purchasing page on the **Town** Website to include:
 - a. A guide to doing business with the **Town**;
 - b. A listing of types of commodities commonly purchased;
 - c. The location and business hours of the Finance (Purchasing) Department and Contact Person;
 - d. A purchasing calendar identifying dates on which certain classes of items will be bid or otherwise purchased; and
 - e. The posting of all solicitations (formal or informal).
3. Cooperate with nearby entities to create joint projects that might attract more **Bidders**
4. Create and maintain a comprehensive list of prospective **Bidders** with notices directly to those on the list
5. Invest in an E-procurement system with a national database of **Bidders**.
6. Post **Town** Solicitations on other government sites³ (See Source List on following page)
7. Establish regular **Bidder** outreach before, during and after bid/RFP hits the streets:
 - a. Reach out to **Bidders** who were not selected to provide constructive feedback on their bid, and
 - b. Reach out to **Bidders** who received the Bid/RFP but did not submit a response to find out why and if the **Town** could or should do something different to solicit business.

³ Note: These additional options do not supplant the regular requirements for posting public notifications. **Town** should refer directly to applicable statutes for the advertising guidelines for each project.



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Source list:

1. The State of Florida, <https://www.dms.myflorida.com>
2. <http://www.governmentbids.com/government-browse-region.open-Florida-FL-en.jsa>
3. <https://www.bidnetdirect.com/florida>
4. <https://legacy.floridabidsystem.com/>
5. <https://www.nigp.org/>
6. <https://www.fappo.org/>
7. <https://www.nappo.org/>
8. Professional Local Government Organizations such as Public Works, Finance, and others.

Cancellation of a Solicitation

Solicitations may be canceled if there are changes to be made to a bid that are substantial or would be difficult to communicate in an addendum, a new bid may be issued that cancels and supersedes the old bid. Proceed as Follows:

1. Cancel old bid. The **Buyer** must send an addendum to all **Bidders** who received bid purchasing notices or packages. The addendum must state that the bid has been canceled. The cancellation should be posted on the same media as the original posting/advertisement.
2. Issue new bid. The **Buyer** must send the new bid to all **Bidders** who received the old bid solicitation. A cover letter explaining the difference between the old bid and the new one will help **Bidders** quickly identify the changes. Advertise/post on same sources as advertisement for original purchase.

Step 6. Receipt and Evaluation of Responses.

Evaluating competitive quotes is often seen as the easiest aspect of the quote/bid/RFP process. However, it is imperative that it be done fairly and completely to ensure the true lowest responsive and responsible bidder receives the award. Section 2-127 of **Town** Policy governs the awarding of contracts whether they be quotes or bids. If specifications are well written, the evaluation process should be fairly straightforward. The evaluation process is also more or less complex based on the type of bidding process. Regardless, the same ethical standards should apply to evaluation of quotes, bids or proposals to maintain equal, fair and just treatment of all **Bidder** responses. The following procedures which are applicable to the formal sealed process may be applied to the informal process to the extent the procedures are applicable and may enhance the competitiveness and fairness of the process.

EVALUATION CRITERIA (TOWN PURCHASING POLICY, SECTION 2-127 (G))

The **Town** Purchasing Policy establishes thirteen (13) clear criteria which must be applied when

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evaluating bids. It is the responsibility of the **CPO** and the **Buyer** to ensure these criteria have been satisfied. These criteria shall be applied to both informal quotes and formal bids/proposals.

Section 2-127: Contracts shall be awarded to the **lowest responsive, responsible bidder**. In determining the "lowest responsive, responsible bidder," the **CPO** shall consider:

1. The prices contained in the bid;
2. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
3. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
4. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
5. The quality of performance of previous contracts or services, including, but not limited to, contracts or services with **Town**;
6. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
7. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
8. The quality, availability and adaptability of the commodities or services to the particular use required;
9. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
10. The number and scope of conditions attached to the bid by bidder;
11. The overall cost to the **Town**;
12. Whether the bidder is involved in any pending litigation with the **Town**; and
13. The best interests of the **Town**.

LOWEST RESPONSIBLE BIDDER

The lowest bidder is not always the best fit for every job. Entities are therefore given the ability to choose the lowest responsible bidder. In this sense the lowest responsible bidder is defined as having both the lowest bid and possessing the capability to satisfactorily complete the project. **Bidder** can be excluded as either non-responsive or non-responsible based on several criteria. Some examples include:

1. Lack of equipment to properly complete the project
2. Failure to produce a certificate of insurance or proper exemption (for worker's compensation insurance)
3. Failure to address all required specifications in the purchasing document



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4. Materials/service proposed does not meet specifications
5. Lack of financial resources or organizational capacity to complete the project
6. Poor performance on a prior contract

RECEIPT AND OPENING OF BIDS/PROPOSALS/QUOTES

Sealed Bid/Proposal Opening Procedures (Town Purchasing Policy, Section 2-127)

1. Sealed bids shall be submitted to the Deputy **Town** Clerk, or designee, at such location as designated in the bid documents, and shall be identified as bids on the envelope.
2. Bids shall be opened in public at **Town** Hall by the Deputy **Town** Clerk, or designee, at the time and place stated in the public notice. All bids shall be publicly announced at the time of opening.
3. A tabulation of all bids received shall be posted for public inspection.
4. **No late bids** shall be accepted or opened, and, if received after the date and time called for in the bid notice, shall be retained unopened by the Deputy **Town** Clerk.
5. Failure to properly sign a bid shall invalidate the bid and it shall not be considered.
6. All bids opened shall contain a copy of the bid to be filed in the Clerk's office.
7. The **Town** reserves the right to waive any irregularities in the bids, as determined by the **CPO** and as approved by the **Town** Manager.
8. Receipt and Opening of Bids must be consistent with Chapter 119, F.S.S.

Informal Quotes Opening Procedures

1. Quotes shall be submitted to the **CPO**, either directly from the **Bidder** or via the **Buyer**; however, a written record must be maintained of all quotes received, as well as those who were solicited but did not respond.
2. A tabulation of all quotes shall be prepared for approval and posted on the Town dedicated webpage.
3. No late quotes shall be accepted or opened.

Best Practices

1. **Confidentiality.** Keep Bids and Bid Process secure and confidential. Do not disclose any information until after bids are opened and a bid is awarded.
2. **Verify the time clock.** Verify the time before the bid opening. Call "time" and check the clock that will be used to stamp or record the time bids are received, and ensure it is correctly set.
3. **Late Bids/Proposals.** Each bid must be received sealed in an envelope on or before the time specified in the Invitation for Bids. Late bids will not be opened and will not be considered under any circumstances.



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4. A late bid will be date-stamped and retained unopened, using the following procedure to notify the bidder:
 - i. Draft a letter for the **CPO's** signature indicating the time & date the late bid was received and the Bid Submittal Deadline, and that it could not be considered for award because it was not received by the Bid Submittal Deadline.
 - ii. Thank the bidder for bidding and invite them to submit future bids.
5. **Unmarked bids.** Bids should be delivered in sealed envelopes or boxes bearing on the outside the name of the bidder and the bid number. A fax is NOT a sealed bid. If an envelope or box does not have a return address or bid number it will be necessary to open it to determine if it is a bid, unless the bidder is present and can be asked for their name and the bid number. Write the bid number & submittal deadline on the outside of the envelope, reseal it, initial the resealed portion, and write "opened as unmarked bid."
6. **Unsealed bids.** If a bidder attempts to submit an unsealed bid, provide him/her with an envelope and tape and ask him/her to seal it and mark it with their name and the bid number before accepting it, unless there is not enough time to do so before the deadline. In such case, take the bid as given and call the **Town Attorney** in private immediately after the bid opening to request instructions for handling.

Bid Withdrawals

1. **Withdraw the entire bid.** A bidder who wishes to withdraw his/her bid must withdraw the entire bid and not just a portion of it.
2. **Before bid opening.** A **Bidder** may withdraw bids before the scheduled bid opening by providing the **FINANCE OFFICE** with a written notice of their intention to withdraw. If the request is to withdraw the bid in person, the bidder must provide identification and sign a release.
3. **After bid opening.** A bidder wishing to withdraw his/her bid after the bid opening must send a written request to the **Buyer**. The request must include the reason for withdrawing the bid. **Buyers** must obtain approval from the **CPO** before allowing a bid to be withdrawn after bid opening.

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Bid Corrections for a Mistake by a Bidder

1. If the bidder can show written proof of a mistake in his quote, after consultation with the **Finance Department**, the bidder may be allowed to withdraw his quote, but never to correct the mistake, because it might harm the other **Bidder** and put the **Town** in jeopardy of a bid protest or lawsuit. In this case, the **CPO** shall advise the buyer.
2. A bidder may not modify its bid after opening; however, calculation or typographical errors may be corrected by the **Finance Department** staff. **All calculations should be double checked by Town CPO to ensure accuracy.**

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Additional Considerations:

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1. Remember the Buyer controls the bid opening. It is not the time to be democratic and take votes from Bidder about issues that may arise.
2. Only talk about non-essentials. Conversation about non-essential topics such as the weather is fine and encourages a good rapport with the Bidder, but NEVER talk about the bid.
3. Make NO decisions. No matter what happens, if a Bidder arrives with a late bid or someone calls and says they got lost, etc., NEVER voice an opinion about whether their bid will be considered. These kinds of decisions cannot be made lightly or while under the glare of a hopeful Bidder who is pressing you for an answer. Tell them all decisions about such issues must first be discussed with the Town Attorney.
4. Thank the Bidder. Always thank the Bidder for bidding. It takes many hours to put together a bid with a long-shot chance of getting an award. On behalf of the Town, it is courteous to thank the Bidder for their efforts.

EVALUATION PROCESS

As the first step in the evaluation process for both formal and informal purchases, the **CPQ** and the **Buyer** shall complete a preliminary review of all bids to determine whether they are responsive, and responsible and then shall:

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1. Accept all bids as responsive and responsible,
2. Eliminate any non-responsive or non-responsible bids, or
3. Reject all bids.

Elimination of Non-Responsive Proposals (Sections 2-121, 2-124, 2-127, 2-128, 2-139)

Non-responsive refers to the bid's failure to meet the specifications of the project. A bid that does not include specified equipment, insurance, or bid bonds, or that fails to respond to the specifications in all material respects can be rejected on the grounds of being non-responsive. If the **Bidder** is deemed non-responsive, the reason should be documented and kept in the project file and the **Bidder** notified.

Non-responsible refers to the likelihood that the **Bidder** will not be able to, or will not make a good faith effort to, satisfactorily complete the project. A **Bidder** who has been shown to have a history, as documented in **Town** records or through **Bidder** references, of failure to complete projects could be deemed non-responsible. If the **Bidder** is deemed non-responsible, the reason should be documented and kept in the project file and the **Bidder** notified.

Note: It may be necessary to seek legal guidance before deeming a **Bidder** non-responsive due to the subjective nature of these decisions. If such a course of action is necessary, the decision should be delayed until legal guidance can be obtained.

Rejection of all Bids (Section 2-127(f))

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The **Town** Commission may reject any bids, parts of all bids or all bids for any one or more commodities or services included in the proposed contract when the public interest will be served thereby. The **CPO** shall not accept a bid from a contractor who is known to be in default on the payment of taxes, licenses, or other moneys due the **Town**.

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Best Practices for Bid Rejections

All bids may be rejected under one or more of the following conditions:

1. All bids exceed the budgeted amount.
2. There are no responsive **"Bidders"**.
3. There are no responsible **"Bidders"**.
4. The project is abandoned.
5. The specifications, scope and/or terms and conditions are revised for re-bidding.

"Buyers" must obtain approval from the **CPO** before rejecting any bid. If necessary, the **Town** Attorney may be consulted.

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Evaluation Committee:

For competitive sealed bids/proposals, the **CPO** shall appoint an evaluation committee of no less than three (3) **persons**, which **should** include the **CPO**, the **Buyer**/Department Head and one other person from the **Buyer** Department with the necessary education and experience to assess the proposals. **When in the best interests of the Town, or when required by law, an independent third party may be used in place of a Town employee.**

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The **CPO** shall serve as the Chairperson of these committees and shall be responsible for maintaining the integrity of the overall evaluation process.

The **CPO** (with the **Buyers** assistance) shall:

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1. Schedule all committee meetings and the deadline for completion of evaluations;
2. Tabulate/document members' scoring and ranking information;
3. Collect evaluation committee members' written notes and preserve as part of public record; and
4. Communicate the Committee's recommendation(s) to the Town Manager and/or Commission.



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The following procedures should be followed with the Evaluation Committee for Sealed Bids/Proposals:

1) Convene Evaluation Committee Meeting One: (Responsibilities)

The purpose of the first meeting is to distribute non-disclosure forms, ranking forms, and original RFP and **Bidder** Proposals and to explain to members their responsibilities including:

1. The evaluation process, laws, and policies,
2. Member responsibilities, ethical obligations, and restrictions,
3. The evaluation criteria and the scoring process, and
4. Discussion and consensus on any proposals deemed non-responsive.

Key Principles

1. Communication restrictions – to ensure the integrity of the process:
 - Evaluation committee members may communicate with each other about the RFP, but they should not disclose any information about the process to anyone not a part of the team.
 - All questions during the evaluation process, from **Bidders** or committee members shall be coordinated through the **CPO**.
 - There shall be no individual conversations between **Bidders** and other members of the committee unless coordinated by the **CPO**.
2. Conclusions are reached independently but team members may discuss issues with each other in arriving at their conclusions.
3. The **CPO** and/or **Buyer** may arrange with experts or technical advisors to help reach a decision. These experts or advisors shall provide factual data only and shall not tell committee members how to evaluate.
4. Each proposal should be evaluated individually against the requirements of the RFP and a standardized evaluation form prepared by the Finance Department.
5. After the technical evaluations are completed, all committee member notes and evaluation forms must be turned in to the **CPO** as part of the official public record.

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2) Complete Independent Evaluation

Once the non-responsive proposals have been eliminated, team members shall be given a timeline for reviewing and completing independent evaluations and documenting any questions, concerns or pertinent information that they need to discuss with the evaluation team after it reconvenes to discuss the independent scores. Team members shall only talk to each other regarding the proposals and all questions shall be directed to the **CPO** if they cannot be postponed to the second meeting.

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3) Convene Evaluation Committee Meeting Two (Rankings)

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Once the independent evaluations have been completed, committee members are encouraged to openly discuss their findings on each proposal at the scheduled evaluation committee meetings. They should also freely discuss factors that might influence their evaluations, such as previous experience with a **Bidder**. Committee members should seek clarification from the **Buyer** of record as to whether factors that influenced them are proper to use or might be inappropriate.

4) Tabulate Scores and Rankings

During the meeting, **CPQ** and **Buyer** tabulate and average all scores to determine the highest ranked proposals for discussion and final selection. The committee members may:

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- i. Choose to determine one or more proposals as most advantageous to the Town, or
- ii. Opt to identify a shortlist of **Bidders** from the highest ranked proposals to provide a presentation.

If it is apparent that one or more team members' evaluations differ significantly from the majority, the team should discuss the discrepancy to ensure the criteria were clear to all members and that specific information was not overlooked or misunderstood. Following this discussion, should a team member feel that he or she did not understand the criteria, the proposal requirements, or simply overlooked information that was included in the proposal, the evaluator (through one's own discretion) may revise his or her evaluation score. The **CPQ** must be present during these discussions to ensure that no team member tries to influence the decision of other members. Under no circumstances should any team member attempt to pressure other members to change evaluation scores.

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After the initial scores are tabulated, the evaluation committee will determine whether it wishes to hear oral presentations, and if so, which proposers/**Bidders** should be invited to give oral presentations. The team must determine how the results of the presentations will affect the total evaluation score; they may decide to assign extra points for oral presentations or to establish "oral presentation" as a separate factor to be evaluated after the presentations are made. The **Buyer** should notify the proposers who are invited to make oral presentations, making it clear that not all proposers have been selected (if appropriate). If there are particular questions the team would like to see addressed in the oral presentation, the **Buyer** should advise proposers of these in advance.

5) (Optional) Schedule Bidder Presentations

Once the shortlist has been identified, the team may decide to invite potential proposers to provide oral presentations to the committee.

Key principles:

1. The Oral Presentation is designed to satisfy the **Town's** need for clarification and understanding of the information provided in the proposal.
2. Oral presentations may be restricted to only those proposals in the competitive range of scores after the initial evaluation of all proposals.



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3. The selected **Bidders** should each be given the same amount of time to make their oral presentations to the evaluation team.
4. Committee members should – to the best of their abilities – ask questions regarding parts of proposals needing explanation or clarification or regarding those sections of a proposal that may have deficiencies.
5. The **Bidder's** answers are restricted to statements of facts. Discussion is permitted, and a **Bidder** may change their proposal to make it more attractive to the Town.
6. The **Bidder** may be required to document an answer if written clarification is determined to be in the best interest of the Town. All documented answers must relate specifically to discussions and questions asked.
7. Extreme care must be taken to preclude allowing the advertised scope of services/specifications to be materially modified (significant alterations of specifications) during the oral presentation.
8. Care must also be taken to ensure the equality established for all **Bidders** is not destroyed through the discussion or response clarification process and that all **Bidders** are afforded the same opportunities. Details of competing proposals must not be discussed during presentations.
9. After the Oral Presentations, the Committee may decide to re-evaluate using the original evaluation criteria and form and re-tabulate committee scores to determine the highest ranked proposals.

6) Evaluation Committee Recommendation

After evaluating all the bids or quotes, the Town can decide to award the contract to the lowest responsible bidder, or it can decide to reject all the bids or quotes and begin the process over. If no bids were received, the entity must re-advertise. The process would probably benefit in that case from additional advertising methods or altering the specifications somewhat.

1. Award to Lowest Responsible and Responsive Bidder. Award must be made to the lowest responsible and responsive bidder consistent with the bid's specifications.
2. No secret rebates, discounts, or other considerations: All agreements and purchases shall be based strictly upon the face value of bids received in the usual manner. All provisions of a transaction or purchase order must be definitely stated in the agreement or purchase order; no secret rebates, discounts, or other considerations can be accepted.
3. Award to Other Than Lowest Bidder. If the recommendation for award is to other than the bidder offering the lowest price, the FINANCE OFFICE shall include a justification for the award in the **Town** Commission Agenda report.

ADDITIONAL CONSIDERATIONS FOR EVALUATION

Only One Bid or Quote Received

When only one quote is received, the quote process must be examined. The following questions are helpful to determine if sufficient effort has been made to obtain at least three quotes:

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1. How many **Bidders** were asked to provide quotes? Not all **Bidders** will quote when asked. If three quotes were needed, five **Bidders** should have been solicited.
2. Were **Bidders** given enough time to quote? 24 hours is reasonable for off-the-shelf items, but not for custom-made items.
3. Were the right **Bidders** asked to quote; meaning did the **Bidders** who were solicited sell the type of product or service to be purchased?
4. Why didn't the **Bidder** you solicited offer quotes? Call them and ask them why. Perhaps they did not carry the type of product that was specified or they did not receive the request for quote. If they did not receive the request, do not allow them to submit a late one. If the **Town's** database address was wrong correct it and assure the bidder you have done so. If the bidder did not receive the quote because the U.S. mail was late, assure the bidder you will invite them to bid next time.

It is up to the Department to determine if a diligent effort was made to solicit two or three quotes because they are the one who will have to answer the questions above when asked.

Tie Bids

True tie bids are a rare occurrence because there is usually some factor that distinguishes one quote from another. Check all of the following:

1. Locality. If one bidder is local and not the other, award to the local bidder.
2. Delivery time. If one bidder has an earlier delivery time, his quote should be considered more advantageous and they should get the award.
3. Drug-Free Workplace. Award to the one that is, if other is not. (Section B6)
4. Past performance. Review the **Bidder** files for both **Bidders**. Award will be made to the **Bidder** with the best performance record.
5. When all factors are really equal, per **Section 2-127(h)(i)(I)(2)**, the **CPO** and **Buyer** may split the bid if advantageous to the **Town** or as a final solution draw lots to determine the winning bid.

Deleted: <#>Presentation. If one Bidder's presentation, format, and packaging is of a superior professional level, while the other Bidder's is not, then award to the Bidder that does use such presentation.¶

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Closed Bid Evaluations

In the case of a closed bidding process, the bids are opened on a pre-specified date and time.

1. The lowest bid is examined.
2. If the bid is determined responsive, i.e. all required specifications have been met, the **Bidder** has provided all necessary insurance and bonding documentation and meets qualified bidder criteria, if any, and there is no reason to believe the **Bidder** will not be able to complete the project as specified, the contract is awarded to that Bidder.
3. If there exists some reason to believe that the **Bidder** will not attempt to, or be able to, satisfactorily complete the project, the **Bidder** can be judged *non-responsible*, in which case the reason is noted, and the next lowest bid is considered.

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In some cases, it may require a few days to thoroughly review and discuss bids once they are opened in order to determine the **lowest responsible Bidder**.

Requesting Additional Information

Occasionally, you will find you do not have enough information to make an award decision. It is acceptable to ask **Bidders** to furnish additional information about their product as long as:

1. They are not asked for information they were required to submit with their bid, and their failure to submit the information should have been deemed unresponsive, and
2. They are not asked for information or pricing on any product that was not a part of the original quote/bid.

Alternative Solutions

If the Bidder offers an alternative solution with the original quote, and the specifications do not prohibit alternative bids, it is allowable to consider the alternative item. However, if the alternative product is offered after the Quote Submittal Deadline, the **Town** must refuse all additional quotes because it would harm the other **Bidders** and put the **Town** in jeopardy of a bid protest or lawsuit.

What to do When Splitting the Award Would Save Money

Once the quotes have been received, you CANNOT change how the quote will be awarded. Courts have determined that local agencies such as the **Town** should not have the option to change who gets the award by awarding to lowest overall bidder or awarding to the lowest bidder per item. The decision of how the bid will be awarded must be made before the bids are solicited. To avoid protests, when soliciting bids for which you want to award item by item, rather than all to the lowest bidder, you must state so on the quote form.

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Step 7. Award of Quotes/Bids/Proposals and Contracts (Sec. 2-129)

Once the evaluation process is completed, for all purchases over \$25,000.00 recommended rankings shall be submitted to the **Town** Commission for approval and authorization to award a contract.

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SECTION 2-129 – CONTRACT AWARDS

1. An initial purchase of, or contract for, commodities or services, in excess of \$25,000.00, shall require the prior approval of the **Town** Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed.
2. Emergency purchases, however, as described in Section 2-126, shall not require advance **Town** Commission approval. In such emergency situations, the **Town** Manager, or designee, may approve the purchase or contract, subject to later ratification by the **Town** Commission.



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3. Emergency purchases are to be made only when the normal function and operation of the **Town** would be hampered to such an extent by submittal of a requisition in the usual manner that it may adversely affect the life, health, safety, or welfare of citizens.
4. Purchases exceeding the sum of \$75,000.00 in the aggregate shall not be purchased from the same person or entity during the course of any fiscal year unless the purchases are first authorized by the **Town** Commission.
5. The above provision shall not apply to purchases of utilities or to ongoing contracts.

In some cases, the purchase order may serve as the sole contractual document. However, it may be necessary to prepare a letter of agreement or formal contract in addition to the Purchase Order particularly for large purchases. The letter and/or contract may be prepared by the **Bidder** and reviewed by the **Town** Attorney or prepared by the **Town** Attorney for final signature by the **Bidder**. The **Town** Attorney should be involved in any negotiations necessary to finalize the contract after Commission approval.

SEC. 2-130. TOWN ATTORNEY'S ROLE

The **Town** Attorney shall review all contracts awarded under this article and shall approve the contracts as to form and content prior to their execution by the appropriate **Town** officials. Notwithstanding the above, the **Town** Attorney, in his or her discretion, may approve form contracts bearing a pre-printed **Town** Attorney approval, provided that the provisions of the form contracts are not modified.

Step 8. Issuance of Purchase Orders (Sec. 2-121)

The purchase order (PO), issued by the Finance Department, is the most commonly used instrument to place orders, award bids, enter agreements, and confirm verbal orders.

Town Purchasing Policy **Section 2-121(j)** directs that a purchase order shall precede all purchases over \$1,500. In lieu of a letter of agreement or a contract, the PO constitutes a contract with the **Bidder**.

The PO may be the only contractual document the **Town** has to enforce the order against the **Bidder** or contractor; therefore, all documentation related to the purchasing process should include advertisements, requisitions, any solicitation documents (i.e. Bids, Proposals, Informal Scope of Services or Specifications, standard terms, and conditions), and **Bidder** Bids/Proposals/Quotes Received, Evaluation and selection process. Final Approval by the Commission should be attached to the Purchase Order to ensure complete details are available to enforce what is written on the order (e.g., the quality of goods and thoroughness of service).



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TABLE 7: CHECKLIST FOR PURCHASE ORDERS

✓ Every purchase order should at a minimum contain the following information:
✓ Pre-printed Town letterhead with address and telephone number
✓ Date of the order
✓ Supplier's or contractor's name, address, and telephone number
✓ Bidder/Vender number
✓ Address to which the goods or services are to be delivered
✓ FOB Destination
✓ Anticipated delivery date (do not use "ASAP" – instead select an actual date)
✓ Quantity of goods/services ordered
✓ Complete description of goods/services ordered
✓ Unit and extended prices
✓ Signature of person authorizing the purchase
✓ Reference to any quote or bid that was obtained

Step 9: Acceptance, Inspection and Payments

The Department "Buyer" has the primary responsibility for ensuring the deliverables meet all the specified criteria prior to submitting an invoice to the **CPO** for approval. This process should follow the Town's standard procedures for Accounts Payable as outlined in the Finance and Accounting* Manual. Sufficient documentation should be included with all invoices

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Acceptance or non-acceptance of a deliverable is at the discretion of the "Buyer". The "Buyer" must provide the **CPO** with the final disposition of the deliverable: 1) approval, 2) conditional approval, or 3) rejection. If approved, the appropriate documentation shall be submitted with the invoice for payment. If not approved, the "Buyer" should inform the **CPO** of steps that will be taken to correct the unacceptable deliverable. If the **CPO** and Buyer cannot resolve the issue, they should contact the Town Attorney for advice on how to proceed.

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The final disposition must be communicated in writing to the Vendor and solutions for final disposition determined consistent with the original contract specifications.

The following section covers some Bidder/Vendor issues and suggestions for resolving such issues.



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CHAPTER 6: MANAGING BIDDERS/CONTRACTORS

Bidder Violations, Contract Issues and Protests

The **Director** and the **Buyer** are required to notify the **Town** Attorney immediately regarding any issues related to **Bidder** violations, contract controversies or **Bidder** protests, and promptly provide all the necessary documentation to support said claims. The **Town** Attorney is authorized to review and resolve any such issues raised by the Director and Buyer.

BIDDER VIOLATIONS

1. Conviction of a Criminal Offense. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
2. Conviction of a Crime Affecting Responsibility. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction of Violation of Antitrust Statutes. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Serious Violation of Contract Provisions. Violation of contract provisions, as set forth below, of a character which is regarded by the **Town** Commission to be so serious as to justify debarment action;
5. Failure to Perform. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract;
6. Recent Record of Poor Performance. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor or supplier shall not be considered to be a basis for debarment;
7. Other Causes. Any other cause the **Town** Commission determines to be so serious and compelling as to affect responsibility as a **Town** contractor or supplier, including debarment by another governmental entity for any cause listed in regulations; or
8. Violation of Ethical Standards. For violation of the ethical standards set forth in **Section 9, Ethics in Public Contracting, of Town Ordinance.**

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CONTRACT OR BREACH OF CONTRACT CONTROVERSIES

This section applies to controversies between the **Town** and a supplier or contractor and which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission. The **CPQ** shall contact the **Town** Attorney who is authorized, before commencement of an action in a court concerning the controversy, to settle and resolve a controversy consistent with all applicable laws.

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Sec. 2-131. Debarment and Suspensions.

(a) *Authority and requirement to debar and suspend.* After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity for such party to be heard, the **Town** Commission, after consultation with the **Town** Attorney or **Town** staff, shall have the authority to debar a person or entity for the causes listed in this section from consideration for award of **Town** contracts. The debarment shall be for a period of not fewer than three years. The **Town** Manager, **CPO** or Using Department shall also each have the authority to suspend a contractor from consideration for award of **Town** contracts when there is probable cause for debarment pending the debarment determination by the **Town** Commission.

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(b) *Causes for debarment or suspension.* Causes for debarment or suspension include the following:

1. Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of **Town's** contract provisions, which violation is regarded by the **CPO** or Using Department to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a **Town** contract or to perform within the time limits provided in the **Town** contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the person or entity by any federal, state, or other governmental entity; or
6. Any other cause judged by the **Town** Commission to be so serious and compelling as to affect the responsibility of the person or entity performing **Town** contracts.

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(c) *Debarment and suspension decisions.* Subject to the provisions of this section the **Town** Attorney shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the debarred or suspended party.

Sec. 2-121 (c) Definitions

Change Order. Changes, due to unanticipated conditions or developments, made to an executory contract, which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specifications as to constitute a new undertaking. The changes must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract rather than as departing therefrom. Further, the changes, when viewed against the background



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of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

Sec. 2-134. Change Orders.

- (a) Subject to the restrictions contained in division (b) below, the **Town** Manager, or designee, is authorized to approve all change orders decreasing the cost of the contract to the **Town** that do not materially alter the character of the work contemplated by the contract as determined in his or her judgment, to be in the public interest.
- (b) Notwithstanding the provisions of division (a) above, the **Town** Manager, or designee, is not authorized to approve a change order without authorization of the **Town** Commission where the sum of all change orders issued under the contract increases the cost of the contract by \$1,500.00 or greater.

Sec. 2-135. Term, Termination, Extension and Renewal of Contracts.

- (a) *Term.*
1. Unless otherwise provided by law, a contract for supplies or services may be entered into for any time period deemed to be in the best interests of the **Town** provided the extension, if any, is included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for future fiscal periods shall be subject to the availability of funds.
 2. Contracts may be awarded with provisions of upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based on a nationally recognized or published index or other criteria acceptable to the CPO.
- (b) *Termination.* The **Town** Commission is authorized to terminate any contract entered into by the **Town** when the **Town** Commission determines that the contracting party has breached or failed to perform one or more of its obligations under the contract. When a contract is entered into by the **Town** pursuant to **Town** Commission approval and is terminable by the **Town** without cause, only the **Town** Commission is authorized to terminate the contract without cause. If any Commissioner desires that a contract be terminated without cause, he or she shall notify the **Town** Manager in writing and request that the item be placed on the next **Town** Commission agenda.
- (c) *Extensions.* The **Town** Manager, or designee, is authorized to extend, for operational purposes only, and for a maximum of 180 days, any contract previously approved by the **Town** Commission and entered into by the **Town**. Any other extensions of the contract term require the approval of the **Town** Commission.
- (d) *Town Commission notification.* The **Town** Manager, or designee, shall notify the **Town** Commission, in writing at least three months in advance of the expiration, renewal, automatic renewal

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or extension date of a contract, and shall provide a copy of the contract and a **Bidder** performance report card for the contract to the **Town** Commission.

(e) *Application to existing and future contracts.* The provisions of this section shall apply to every contract in existence on the effective date of this section and every contract entered into thereafter.

Sec. 2-136. Preference to Businesses with Drug-Free Workplace Programs.

(a) The **Town** hereby adopts by reference Section 287.087, Florida Statutes, as amended, regarding bidding preferences for businesses with drug-free workplace programs.

(b) Whenever two or more bids which are equal with respect to price, quality, and service are received by the **Town** for the procurement of commodities or services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given a preference, provided that the drug-free workplace program complies with Section 287.087, Florida Statutes, and any other applicable state law. An announcement of this preference shall be included in the bid documents.

Sec. 2-137. Non-Discrimination.

Contractors shall not discriminate against any person in its operations, activities, or delivery of services. Contractors shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

Sec. 2-138. Non-Collusion.

A bidder shall not collude, conspire, connive, or agree, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham bid in connection with the service or commodities for which the bid has been submitted. A bidder shall not refrain from bidding in connection with such service or commodities or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other bidder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other bidder, or any person interested in providing the proposed service or commodities.

Sec. 2-139. Bid Protest Procedures.

(a) Upon completion of the evaluation of all bids for a particular procurement, the **CPO** or Using Department shall issue a notice of bid/proposal action. This notice, containing the date and time of issuance, shall be posted on the **Town** website and at a conspicuous location at **Town** Hall.

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(b) A bidder with a "substantial interest" who has been adversely affected by the **Town's** selection of a bidder may protest the selection by complying with the requirements set forth herein. A bidder shall be deemed to have a "substantial interest" if the bidder would have been selected as the lowest responsive and responsible bidder but for the alleged mistake or irregularly described in the protest. If the Using Department or **CPO** determine that a bidder does not have a "substantial interest," that bidder is precluded from bringing a bid protest pursuant to this section.

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(c) A bidder wishing to object to terms, conditions, specifications, procedures, selection criteria, weight of evaluation criteria or other matter set forth in the bid or proposed documents must make such objections in writing during the period of time set forth for questions and answers in the Invitation to Bid, request for proposal, request for qualifications or request for letters of interest. A

Bidder who has not raised such objections in writing during the question and answer time may not use the bid protect process to object to these matters once a notice of bid/proposal action has been posted.

(d) A bidder may file a "Notice of Intent to Protest" by emailing said notice to the Using Department or **CPO** within two business days of the issuance of the notice of bid/proposal action pursuant to subsection (a) hereof or the publication of a **Town** Commission agenda recommending the award of the bid, whichever is sooner. Such Notice of Intent to Protest shall include the bid or proposal number and title, the name and address of the protester, and a brief statement as to the basis of the bid protest.

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(e) The complete written bid protest must be filed with the Using Department or **CPO** within ten calendar days of the issuance of the notice of bid action. To be considered, the written protest of bid must include:

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1. The bid or proposal number and title;
2. Company name, protester's name, and title, mailing address of protester, and e-mail address of protester;
3. The facts and law upon which the protest is based; and grounds not stated shall be deemed waived;
4. Rules, regulations, or statutes pertinent to the protest;
5. Relief which the protester seeks;
6. Any other information that the protester deems to be material to the protest; and
7. A bid protest bond in the form of a certified check, cashier's check, or money order made payable to the **Town** of Pembroke Park in an amount equal to five percent (5%) of the protester's bid amount or \$5,000.00, whichever is less. If the protest is upheld by the **Town**, the bond will be refunded to the protester. If the protest is denied, the entire bid protest bond amount shall be forfeited to the **Town**.

(f) Upon receipt of a timely filled and complete formal written bid protest, the Using Department and **CPO** shall stay the award of the purchase order or contract until the bid protest is resolved, unless the Using Department and **CPO** determine in writing that compelling circumstances exist which require that the award be processed

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Without further delay in order to protect the **Town's** interest or for the purpose of avoiding an immediate and serious danger to the public health, safety or welfare of the citizens or substantial disruption of **Town** operations.

(g) After receipt of the timely filed and complete written bid protest, and upon the protester's request, the Using Department and **CPO** shall meet with the protester to discuss the allegations and to attempt to resolve the matter. The Using Department and **CPO** shall issue their decision on the bid protest within 14 calendar days of the meeting, or if no meeting is requested, within 14 days of receipt of the timely filed and complete written bid protest. Such decision shall be e-mailed to the protester on the date of issuance unless otherwise directed by the protester.

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(h) The protester may appeal the decision of the Using Department and **CPO** to the **Town** Manager by filing a written appeal with the **Town** Clerk's office within three business days of issuance of the Using Department and **CPO's** decision. The appeal must be in writing and must include a full explanation of the basis of disagreement with the decision rendered by the Using Department and **CPO**, as well as the relief sought. The **Town** Commission will review the bid protest appeal and shall overturn the bid award if the protester proves that the bid award did not comply in material respects with the requirements contained in the Invitation to Bid, request for proposal, request for qualifications or request for letters of interest, this procurement code, or Florida law. The **Town** Commission's decision shall be e-mailed to the protester on the date of issuance unless another method of delivery is otherwise directed by the protester.

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(i) Failure by a bidder to comply with the timelines and requirements set forth herein shall result in an immediate invalidation and termination of the bid protest and a waiver of the right to seek further redress or to appeal the alleged adverse action in a court of law.

(j) Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

How to Expedite Orders

The **Finance** Department should set up a "tickler" file to alert **the Department for** overdue items. Every Purchase Order should carry an actual calendar date as the "Delivery Date," to facilitate the expediting process. Additionally, every order should show the name and telephone number of the person who provided the quote.

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TABLE 8: OVERDUE ORDERS CHECKLIST

✓ Telephone/email/fax/ the supplier/contractor
✓ Provide either a copy of the PO or the following information:
○ PO number,
○ Date of anticipated or promised delivery,
○ Name of person who provided the delivery date (or quote).
✓ Ask the Bidder to provide in writing:
○ Either the date the item was shipped or a reason it was not shipped,
○ The name & telephone of the person providing the information

The Using Department should determine if it still wants the item or if it wants to cancel the order for non-performance and let the **Bidder** know in writing.

Avoiding Contractor Problems

1. Entities can avoid potential problems with contractors by including sufficient detail in the specifications regarding the performance standards and general expectations of the contractor and the service provided or the goods purchased.
2. Entities can also help avoid future problems with **Bidders** by strengthening the contractor-**Bidder** relationship with a post-award conference to discuss the expectations of each party in the completion of the project. Creating a point of contact helps to open the lines of communication so that any potential questions do not become future problems.
3. Another method for avoiding problems with the contractor is to make partial payments based upon a prearranged schedule where payments are made when specific milestones are reached or at pre-specified intervals after work has been verified.

Compensation may present the biggest obstacle in this phase of the project. The amount allotted for the project may or may not already be known to both parties. Decisions must be made about whether to pay for the service or product on a lump sum or fixed fee basis, or on a unit price basis. In addition, decisions should be made about what costs are and are not included if a fixed fee method is used. The parties should also discuss the process for making changes or additions to the contract that could result in higher costs.

Documentation and Steps Involved in Soliciting Goods and Services

Every purchase made by the **Town** requires documentation because the **Town** is expending public funds. The **Town** is audited every year and must have readily accessible records detailing all expenditures for goods and services. This documentation must include the what, how, and why of a purchase as well as



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the appropriate authorization and consistent with all applicable laws.

There are three types of purchasing documents which should be used. These documents can be part of an online software system or separate hard copy forms, which should all be retained consistent with public records requirements:

1. The Purchase Requisition, as used in this manual, refers to the initial request to make a purchase form. It may be online software. The requisition is a request for approval of an appropriation of funds to purchase of goods or services. The approval for purchase and the authority to approve a purchase is dependent upon the dollar amount of the purchase.
2. Solicitation Documents provide more detailed information about the requisition/appropriation for goods or services requested. The solicitation documents form the basis for the Purchase Order and the agreement/contract with the **Bidder** for goods and services. The types of solicitation documents which may be used are explained in detail in the section on Solicitation Documents in this manual.
3. The Purchase Order is the official contract/agreement issued to the **Bidder** which places the order for the goods or services. All solicitation documentation, as described in this manual, should accompany the purchase order.
4. **Credit Card Policy**

Comment [MLS7]: Make sure to include



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ADDENDUM

Attachment 1: Standard Specification Sources

Federal government sources

General Services Administration

Federal Supply Service – Specifications Section 470
East L'Enfant Plaza, SW

Suite 8100

Washington, DC 20407

(202) 619-8925

(202) 619-8978 (fax)

Website: www.gsa.gov

E-mail: public.affairs@gsa.gov

United States Department of Health and Human
Services National Institute for Occupational Safety
and Health 200 Independence Ave., SW

Room 715A Washington, DC 20201

(202) 401-6997

(800) 356-4674 (toll-free)

(888) 232-3299 (fax)

Website: www.cdc.gov/niosh

E-mail: pubstaft@cdc.gov

Document Automation & Production Service 5450
Carlisle Pike, Building 09

Post Office Box 2020 Mechanicsburg, PA 17055-
0788

(877) 327-7226 (toll-free)

(717) 605-3971 (fax)

Website: www.daps.dla.mil

E-mail: webmaster@daps.dla.mil

Federal Information Center

(800) 688-9889 (toll-free)

Standards Writing Organizations

American Bar Association 740 15th St., NW

Washington, DC 20005-1019

(800) 285-2221 (toll-free)

Website: www.abanet.org

American National Standards Institute 25 W. 43rd
St., 4th floor

New York, NY 10036

(212) 642-4900

(212) 398-0023 (fax)

Website: www.ansi.org

E-mail: ansionline@ansi.org

American Society for Testing and Materials 100
Barr Harbor Drive

West Conshohocken, PA 19428-2959

(610) 832-9200

(610) 832-9555 (fax)

Website: www.astm.org

E-mail: service@astm.org

American Society of Mechanical Engineers, Intl. 3
Park Ave.

New York, NY 10016-5990

(800) 843-2763 (toll-free)

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Website: www.asme.org

E-mail: infocentral@asme.org

American Welding Society 550 NW LeJeune Road
Miami, FL 33126

(305) 443-9353

(800) 443-9353 (toll-free)

Website: www.aws.org

E-mail: info@aws.org

National Institute of Standards and Technology
Standards Information Center

100 Bureau Drive, Stop 2100

Gaithersburg, MD 20899-2100

(301) 975-4040

Website: www.nist.gov

E-mail: inquiries@nist.gov

National Fire Protection Association Headquarters
1 Battery March Park Quincy, MA 02269-9101

(617) 770-3000

(617) 770-0700 (fax)

Website: www.nfpa.org

E-mail: public_affairs@nfpa.org

United States Department of Commerce,
Technology Administration

National Technical Information Service Springfield,
VA 22161

(703) 605-6000

(800) 553-6847 (toll-free)

Website: www.ntis.gov

E-mail: helpdesk@fedworld.gov

Society of Automotive Engineers 400
Commonwealth Drive

Warrendale, PA 15096-0001

(877) 606-7323 (toll-free)

Website: www.sae.org

E-mail: custsvc@sae.org

Underwriters Laboratories, Inc. 2600 N.W. Lake Rd.

Camas, WA 98607-8542

(877) 854-3577 (toll-free)

(360) 817-6278

Website: www.ul.com

E-mail: info@us.ul.com

Other Sources of Specifications Information

Association for the Advancement of Medical
Instrumentation

1110 N. Glebe Road Suite 220

Arlington, VA 22201-4795

(800) 332-2264, ext. 247 (toll-free)

(703) 276-0793 (fax)

Website: www.aami.org

E-mail: customerservice@aami.org

American Association of State Highway and
Transportation Officials

444 North Capitol St., N.W., Ste. 249 Washington,
DC 20001

(202) 624-5800

(202) 624-5806 (fax)

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Website: www.transportation.org
E-mail: info@aathto.org

American Association of Textile Chemists and
Colorists Post Office Box 12215
Research Triangle Park, NC 27709-2215
(919) 549-8141
(919) 549-8933 (fax)
Website: www.aatcc.org

American Concrete Institute 38800 Country Club
Dr.
Farmington Hills, MI 48331
(248) 848-3700
(248) 848-3701 (fax)
Website: www.aci-int.net
E-mail: webmaster@aci-int.org
CSA International
8501 East Pleasant Valley Road Cleveland, OH
44131-5575
(216) 524-4990
(216) 642-3463 (fax)
Website: www.iasapprovals.org

American Gear Manufacturers Association 500
Montgomery Street, Ste. 350
Alexandria, VA 22314-1581
(703) 684-0211
(703) 684-0242 (fax)
Website: www.agma.org
E-mail: webmaster@agma.org

The Asphalt Institute 2696 Research Park Drive
Lexington, KY 40511-8480

(859) 288-4960
(859) 288-4999 (fax)
Website: www.asphaltinstitute.org

Aerospace Industries Association 1000 Wilson
Blvd., Ste. 1700
Arlington, VA 22209-3928
(703) 358-1000
Website: www.aia-aerospace.org
E-mail: neale@aia-aerospace.org

American Institute of Chemical Engineers 3 Park
Ave.
New York, NY 10016-5991
(203) 702-7660
(800) 242-4363 (toll-free)
(203) 775-5177 (fax)
Website: www.aiche.org
E-mail: xpress@aiche.org

The American Institute of Architects 1735 New
York Ave., NW Washington, D.C. 20006-5292
(202) 626-7300
(800) AIA-3837 (toll-free)
(202) 626-7547 (fax)
Website: www.aia.org

American Institute of Steel Construction One East
Wacker Drive
Suite 3100

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Chicago, IL 60601-2001
(312) 670-2400
(312) 670-5403 (fax)
Website: www.aisc.org

American Nuclear Society 555 North Kensington
Ave. LaGrange Park, IL 60526
(708) 352-6611
(800) 323-3044
(708) 352-0499 (fax)
Website: www.ans.org
E-mail: outreach@ans.org

American Petroleum Institute 1220 L St., NW
Suite 900
Washington, D.C. 20005-4070
(202) 682-8000
Website: www.api.org

American Railway Engineering and Maintenance-
of-Way Association
10003 Deredwood Lane, Ste. 210
Landover, MD 20706
(301) 459-3200
(301) 459-8077 (fax)
Website: www.arena.org

Air Conditioning, Heating and Refrigeration
Institute 4100 Fairfax Drive
Arlington, VA 22203-1623
(703) 524-8800
(703) 524-3816 (fax)

Website: www.ahrinet.org
E-mail: ahri@ahrinet.org

American Society of Agricultural and Biological
Engineers 2950 Niles Road
St. Joseph, MI 49085-9659
(616) 429-0300
(616) 429-3852 (fax)
Website: www.asabe.org

American Society of Civil Engineers 1801 Alexander
Bell Drive
Reston, VA 20191
(800) 548-2723 (toll-free)
Website: www.asce.org
E-mail: cybrarian@asce.org

American Society of Heating, Refrigerating, and Air
Conditioning Engineers
1791 Tullie Circle, N.E. Atlanta, GA 30329
(404) 636-8400
(800) 527-4723 (toll-free)
(404) 321-5478 (fax)
Website: www.ashrae.org

The American Society for Nondestructive Testing
1711 Arlingate Lane
Post Office Box 28518 Columbus, OH 43228-0518
(614) 274-6003
(800) 222-2768
(614) 274-6899 (fax)
Website: www.asnt.org

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E-mail: president@asnt.org

American Society for Quality Post Office Box 3005
Milwaukee, WI 53201-3005

(414) 272-8575

(800) 248-1946 (toll-free)

(414) 272-1734 (fax)

Website: www.asq.org

E-mail: cs@asq.org

American Society of Sanitary Engineering 901
Canterbury, Suite A

Westlake, OH 44145

(440) 835-3040

(440) 835-3488 (fax)

Website: www.asse-plumbing.org

E-mail: info@asse-plumbing.org

American Water Works Association 6666 West
Quincy Ave.

Denver, CO 80235

(303) 794-7711

(800) 926-7337

(303) 347-0804 (fax)

Website: www.awwa.org

E-mail: custsvc@awwa.org

Buyers Laboratory, Inc. 20 Railroad Ave.

Hackensack, NJ 07601-3399

(201) 488-0404

(201) 488-0461 (fax)

Website: www.Buyerslab.com

E-mail: info@Buyers-lab.com

Compressed Gas Association 4221 Walney Road,
5th Floor Chantilly, VA 20151

(703) 788-2700

(703) 961-1831 (fax)

Website: www.cganet.com

E-mail: cga@cganet.com

Gas Processors Association 6526 East 60th St.
Tulsa, OK 74145

(918) 493-3872

(918) 493-3875 (fax)

Website: www.gasprocessors.com

Institute of Electrical and Electronics Engineers 3
Park Ave., 17th floor

New York, NY 10016-5997

(212) 419-7900

(212) 752-4929 (fax)

Website: www.ieee.org

E-mail: customer-service@ieee.org

Illuminating Engineering Society of North America

(IES) 536 LaGuardia Place

New York, NY 10012

(212) 993-6460

(212) 248-5017 (fax)

Website www.iesny.org

E-mail: admin@iesnyc.org

IPC

(formerly Institute for Interconnecting and

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Packaging Electronic Circuits)
2215 Sanders Road
Northbrook, IL 60062-6135
(847) 509-9700
(847) 509-9798 (fax)
Website: www.ipc.org
E-mail: answersipc@ipc.org

International Society of Automation
(ISA) Post Office Box 12277
Research Triangle Park, NC 27709
(919) 549-8411
(919) 549-8288 (fax)
Website: www.isamarketplace.org
E-mail: info@isa.org

Manufacturers Standardization Society of the Valve
and Fittings Industry
127 Park St., NE Vienna, VA 22180-4602
(703) 281-6613
(703) 281-6671 (fax)
Website: www.mss-hq.com
E-mail: info@mss-hq.com

National Association of Corrosion Engineers
(NACE, Intl) 1440 South Creek Drive
Houston, TX 77084-4906
(281) 228-6200
(800) 797-6223
(281) 228-6300 (fax)
Website: www.nace.org

National Association of Purchasing Management
Institute for Supply Management
(ISM)
2005 East Centennial Circle Post Office Box 22160
Tempe, AZ 85285-2160
(480) 752-6276
(800) 888-6276 (toll-free)
(480) 752-7890 (fax)
Website: www.napm.org

National Electrical Manufacturers Association 1300
North 17th St.
Suite 1752
Rosslyn, VA 22209
(703) 841-3200
(703) 841-5900 (fax)
Website: www.nema.org
E-mail: webmaster@nema.org

National Fire Protection Association 1
Batterymarch Park
Quincy, MA 02169-7471
(617) 770-3000
(617) 770-0700 (fax)
Website: www.nfpa.org
E-mail: public_affairs@nfpa.org

National Fluid Power Association 3333 North
Mayfair Road
Suite 211
Milwaukee, WI 53222-3219
(414) 778-3344

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(414) 778-3361 (fax)
Website: www.nfpa.com
E-mail: nfpa@nfpa.com

National Institute of Governmental Purchasing
(NIGP) 151 Spring St.
Herndon, VA 20170-5223
(800) 367-6447 (toll-free)
(703) 736-2818 (fax)
Website: www.nigp.org

National Institute of Justice
United States Department of Justice 810 Seventh
St., NW
Washington, DC 20531
(800) 851-3420 (toll-free)
Website: www.ojp.usdoj.gov/nij

National Sanitation Foundation, Intl.
(NSF International) 789 North Dixboro Road
Post Office Box 130140 Ann Arbor, MI 48113-0140
(734) 769-8010
(800) NSF-MARK (toll-free)
(734) 769-0109 (fax)
Website: www.nsf.org
E-mail: info@nsf.org

Pipe Fabrication Institute
511 Ave. of the Americas, #601 New York, NY
10011
(514) 634-3434
(514) 634-9736 (fax)

Website: www.pfi-institute.org
E-mail: pfi@pfi-institute.org

Public Technology Institute, Inc. 1301 Pennsylvania
Ave., NW Suite 830
Washington, D.C. 20004
(866) 664-6368 (toll-free)
Website: www.pti.org
E-mail: info@pti.org

RTCA, Inc.
(formerly Radio Technical Commission for
Aeronautics, Inc.)
1828 L St., NW, Suite 805
Washington, DC 20036
(202) 833-9339
(202) 833-9434 (fax)
Website: www.rtca.org
E-mail: info@rtca.org

Semiconductor Equipment and Materials
International 3081 Zanker Road
San Jose, CA 95134-2127
(408) 943-6900
(408) 428-9600 (fax)
Website: www.semi.org
E-mail: semihq@semi.org

Technical Association of the Pulp and Paper
Industry 15 Technology Parkway
Norcross, GA 30092
(770) 446-1400

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(800) 332-8686 (toll-free)
(770) 446-6947 (fax)

Pembroke Park Purchasing Manual

Website: www.tappi.org
E-mail: memberconnection@tappi.org

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Attachment 2: Standard Specification Terms & Conditions

SELLER TO PACKAGE GOODS:

*The seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) the seller's name and address; (b) the consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) the container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. The seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The **Buyer's** count or weight shall be final and conclusive on shipments not accompanied by packing lists.*

SHIPMENT UNDER RESERVATION PROHIBITED:

The seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

TITLE AND RISK OF LOSS:

*The title and risk of loss of the goods shall not pass to the **Buyer** until the **Buyer** actually receives and takes possession of the goods at the point or points of delivery.*

DELIVERY TERMS AND TRANSPORTATION CHARGES:

*F. O. B. destination freight prepaid unless delivery terms are specified otherwise in bid; the **Buyer** agrees to reimburse the seller for transportation costs in the amount specified in the seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the **Buyer** shall have the right to designate what method of transportation shall be used to ship the goods.*

NO PLACEMENT OF DEFECTIVE TENDER:

*Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and the seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the seller may seasonably notify the **Buyer** of his intention to cure and may then make a conforming tender within the contract time but not afterward.*

PLACE OF DELIVERY:

The place of delivery shall be that set forth on the purchase order. Any change thereto shall be affected by modification as provided for in



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_____,” hereof. The terms of this agreement are no arrival, no sale.

INVOICES AND PAYMENTS:

The Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: _____ Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses.

The **Buyer's** obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for the **Buyer** will return goods to seller. Do not include federal excise, state, or **Town** sales tax. The **Town** shall furnish tax exemption certificate, if required.

GRATUITIES:

The **Buyer** may, by written notice to the Seller, cancel this contract without liability to the Seller if it is determined by the **Buyer** that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent, or representative of the seller, to any officer or employee of the **Town** of Sample **Town** with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event the **Buyer** cancels this contract pursuant to this provision, the **Buyer** shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the seller in providing such gratuities.

SPECIAL TOOLS AND TEST EQUIPMENT:

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by the Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the **Buyer** and to the extent feasible shall be identified by the Seller as such.

WARRANTY PRICE:

The price to be paid by the **Buyer** shall be that contained in the Seller's bid which the Seller warrants to be no higher than the Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event the Seller breaches this warranty, the



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prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, the **Buyer** may cancel this contract without liability to the Seller for breach or the Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for Commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the **Buyer** shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such Commission, percentage, brokerage, or contingent fee.

WARRANTY PRODUCTS:

The Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the **Buyer**. The Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by the Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

SAFETY WARRANTY:

The Seller warrants that the product sold to the **Buyer** shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, the **Buyer** may return the product for correction or replacement at the Seller's expense. In the event the Seller fails to make the appropriate correction within a reasonable time, correction made by the **Buyer** will be at the Seller's expense.

NO WARRANTY BY **BUYER** AGAINST INFRINGEMENTS:

As part of this contract for sale the Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. The **Buyer** makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall the **Buyer** be liable to the Seller for indemnification in the event that the Seller is sued on the grounds of infringement or the like. If the Seller is of the opinion that an infringement or the like will result, he will notify the **Buyer** to this effect in writing within two weeks after the signing of this agreement. If the **Buyer** does not receive notice and is subsequently held liable for the infringement or the like, the Seller will save the **Buyer** harmless. If the Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement



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or the like, this contract shall be null and void except that the **Buyer** will pay the Seller the reasonable cost of his search as to infringements.

RIGHT OF INSPECTION:

The **Buyer** shall have the right to inspect the goods at delivery before accepting them.

CANCELTATION:

The **Buyer** shall have the right to cancel for default of all or any part of the undelivered portion of this order if the Seller breaches any of the terms hereof including warranties of the seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancelation is in addition to and not in lieu of any other remedies that the **Buyer** may have in law or equity.

TERMINATION:

The **Buyer** may terminate performance of work under this order in whole or in part in accordance with this provision. Termination of work hereunder shall be affected by the delivery to the Seller of a notice of termination specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of the **Buyer** set forth in Clause 15, herein.

FORCE MAJEURE:

If by reason of force majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement then such party shall give notice and full particulars of force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term force majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the state of Florida or any civil or military authority, insurrections, riots, epidemics, landslides, lighting, earthquake, fires, hurricanes, storms, floods, wash outs, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all



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reasonable dispatch and shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

ASSIGNMENT AND DELEGATION:

*No right or interest in this contract shall be assigned nor shall any obligation made by the seller be delegated without the written permission of the **Buyer**. Any attempted assignment or delegation by the seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.*

WAIVER:

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

MODIFICATIONS:

This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

INTERPRETATION PAROLE EVIDENCE:

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

APPLICABLE LAW:

This agreement shall governed by the laws of the State of Florida.

ADVERTISING:

*The Seller shall not advertise or publish, without the **Buyer's** prior consent, the fact that the **Buyer** has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.*

RIGHT TO ASSURANCE:

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Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

VENUE:

Both parties agree that venue for any litigation arising from this contract shall lie in Broward County, Florida

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:

*Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the **Town**, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.*



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Attachment 3: Informal Quotation Form (Sample)

Description of product/service:				
Department:		Buyer Name:		
Quotation and Evaluation: (Quotations should be evaluated on the basis of suitability of product/service and price. Identify below and advise suppliers if there are further evaluation criteria i.e. Delivery)				
The following suppliers were asked to quote (identify minimum of 3 suppliers capable of supplying) Attach any documents from Suppliers.				
Date Quotes Requested:		Quotes to be Received By:		
Supplier Name	Contact Name	Contact Method	Contact Number	Amount Quoted
Name/Title Buyer:				
Signed:Date:				
Contract Award		Bidder Amount		
Justification:				
Name/Title Approving Officer:				
Signed:Date:				

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Attachment 4: Outline of a Request for Proposal (RFP)/Invitation to Bid (ITB)

I. Introduction

The Town of Pembroke Park is seeking proposals from qualified firms interested in providing _____ services to the Town.

ii. Scope of services

(This section can contain a detailed description of the service that is being sought.)

iii. Instructions to proposers

Proposals must be in writing and must be received by *(time)* on *(date)*, *(year)*. All proposals, questions and correspondence should be directed to: *(name of Town staff and address of office)*. In order to ensure a fair review and selection process, firms submitting proposals are prohibited from contacting any other Town staff or Commission-members regarding these proposals.

iv. Statement of content of rfp

- A. Title page *(name, address, phone, contact person, date)*
- B. Table of contents
- C. Statement of the proposal *(work, timetable, availability)*
- D. Consultant's/firm's profile/history/experience *(client references)*
- E. Fees and method of payment

v. Proposal evaluations

(This section can outline the criteria that the Commission will use to evaluate the proposals.)

vi. Agreement terms

(This section can outline the negotiation procedures, any ethics policies and other terms that the proposals must meet.)

vii. Town's timetable

(This section can address such things as the day that the proposals will be opened, when interviews will be scheduled, and when the selection will be made.)

viii. Other information

(This section can cover background information on the Town, claims-- record information for insurance, or other information that might be important for firms to know when submitting their proposals.)

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Page 4	Section 2	General Terms and Conditions
Page 6	Section 3	Scope of Work
Page 8	Section 4	Required Format for Proposals
Appendix A		Insurance Requirements
Appendix B		Proposal Checklist
		Non-Collusion Certificate
		Affirmative Action Requirements
		Affidavit of Affirmative Action Compliance
		Other

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Attachment 5: Sample Advertisement for Bids

Notice to Bidder

Re: [Subject]

Sealed bids will be received and publicly opened by the Town of Pembroke Park, Broward County, Florida, at Town Hall, 3150 SW 52nd Ave., Pembroke Park, FL 33023, (Tel. 954-966-4600) on **[Day]**, the **[Date]th of [Month], [Year]** at **[Time]**, for the furnishing of work and materials for the **[Subject]**

Plans and specifications may be examined at Town Hall and copies may be obtained for the contractor's individual use by applying to the _____.

Bids must be made on the basis of cash payment for work and accompanied by a cash deposit, certified check (on a responsible bank in the State of Florida) or a bidder's bond made payable without conditions to the Town of Pembroke Park, FL in an amount of not less than 5% of the total amount of the bid.

The Town Commission reserves the right to reject any and all bids and to waive any bids received without explanation. No bid may be withdrawn for a period of thirty (30) days.

By the order of the Town Commission of the Town of Pembroke Park, FL.

Sample advertisement for purchases

To Whom it May Concern:

The Town Commission of the Town of Pembroke Park will receive bids at Town Hall until *(time)*, on *(date)*, *(year)* for the purchase of the following: *(merchandise, materials, equipment, etc.)*.

The specifications are on file in Town Hall. A copy of the specifications will be furnished to any prospective bidder upon a deposit of _____ dollars to guarantee their safe return. Bids must be made on the basis of cash payment for the property. All bids must be accompanied by a cash deposit, bid bond, certified bank letter of credit, or certified check made payable to the Town for at least _____ percent of the bid amount. Bids must be directed to the Town Clerk and must be securely sealed with a statement on the outside wrapper describing the item for which the bid is being submitted. Bids will be opened and considered by the Town Commission at *(time)* in the Commission chambers on *(day and date)*, *(year)*. The Town Commission reserves the right to reject all bids.

EXHIBIT 2

RESOLUTION NO. 19-07-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING THE TOWN PURCHASING MANUAL; PROVIDING FOR FINAL REVISIONS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission has determined that it is necessary to have a clear, well established set of procedures for the procurement of goods and services by Town for the orderly administration of Town operations; and

WHEREAS, the Town Commission recently adopted amendments to the Town procurement code updating procedures for solicitations for bids and proposals for goods and services and related matters concerning Town purchases; and

WHEREAS, the Purchasing Manual is intended for use by the Town staff on a daily basis to implement the rules and requirements set forth in the Procurement Ordinance; and

WHEREAS, Oel Wingo Management and Consulting Services provided a draft version of the Purchasing Manual which has been reviewed and amended by Town staff; and

WHEREAS, it is necessary for the Finance and Budget Department to review and approve the proposed amendments to the Purchasing Manual for adoption by Town.

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

Section 1: That the Town Commission adopts the Purchasing Manual reviewed and amended by the Town staff, subject to final review and approval by the Finance & Budget Department.

Section 2: That upon final review and approval by the Finance and Budget Department staff, the Purchasing Manual shall be implemented by Town staff for the

procurement of goods and services by the Town.

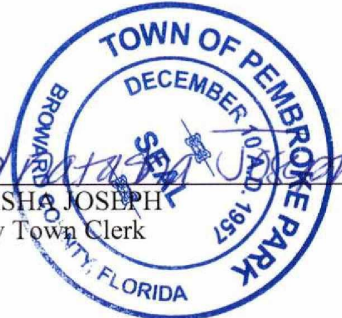
Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

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

PASSED AND ADOPTED this 10th day of July, 2019.

ATTEST:


NATASHA JOSEPH
Deputy Town Clerk




ASHIRA A. MOHAMMED
Mayor-Commissioner

L:\Michael\Partners\Chris\Town\Resolutions\Resolution No. 19-07-09.FN24448E.docx



Town of Pembroke Park Credit Card Policy

TOWN OF PEMBROKE PARK CREDIT CARD POLICY

PURPOSE

This policy establishes the basis for the Town's credit card program. The credit card program is designed to improve efficiency in processing purchases from any authorized vendor that accepts the Town's credit card.

The Credit Card Program will simplify the credit process for obtaining supplies, materials, services, travel, and equipment.

This program will allow the cardholder to purchase supplies and services directly from vendors. Each credit card is issued in the name of the employee who is responsible for its use.

The card may be used to purchase non-restricted commodities in person at the vendor site, over the telephone, via fax, by mail and over the Internet.

OBJECTIVES

- To provide an efficient method of paying for supplies/services
- To reduce staff time involved in processing transactions
- To reduce the use of petty cash
- To ensure card purchases are in accordance with the Town's Procurement Manual
- To ensure that the Town bears no legal liability from inappropriate use
- To provide for disciplinary action if the credit card is misused

AUTHORIZATION

All requests for credit cards must be approved by the employee's Department Director or designee and submitted to the Finance Department in writing by completing the Certification and Receipt form.

By signing the certification form, the employee affirms that he/she has read and is familiar with the rules, regulations, and procedures as stated in the Town of Pembroke Park's Procurement Manual. Employees who misuse or abuse the card will be subject to disciplinary action up to and including termination of employment.

Credit cards may be used only by the person whose name appears on the face of the card or his or her administrative assistant and may not be loaned to, or used by, any other person. The account number must not be given to any individual other than the vendor from whom the employee is making a purchase.

RESPONSIBILITIES

The following are the responsibilities of:

- A. Card holder (Employee):
 - Hold and secure credit card
 - Comply with all credit and travel policies
 - Determine availability of budgeted funds before ordering
 - Order materials and services
 - Collect and save all sales receipts/invoices
 - Identify disputed charges
 - Make sure vendor is aware of our tax exempt status
 - Notify Department Director and Purchasing Card Administrator in Finance immediately of lost, stolen, or other cards requiring termination
- B. Purchasing Card Administrator:
 - Review & reconcile transactions with cardholder
 - Assign and/or verify the appropriate accounting codes
 - Assist cardholders with disputed item
 - Obtain Department Director's signature to authorize payment
 - Attach receipts and supporting documentation each week
 - Collect cards from cardholders who end or transfer employment
 - Confirm that all charges are authorized by Department Director
 - Administer 1099 reporting
- C. Department Director or designee
 - Request credit cards for authorized employees
 - Set departmental and cardholder spending limits within established guidelines and budgets
 - Designate Department Credit Card Representative
 - Coordinate issuance and cancellation of cards
 - Provide training to all new cardholders and periodic refresher training classes, as needed
 - Participate in billing dispute resolution
 - Maintain procedures and cardholder guides/manuals
 - Conduct annual inventory/evaluation of credit cards
 - Approve requests for credit cards submitted by Department Director/Finance Director
 - Coordinate and maintain internal controls

LIMITS AND RESTRICTIONS

The credit card is for official Town business only. The purchase of goods or services for the employee's personal use is strictly prohibited. The purchase of gift cards, tobacco products, alcohol or obtaining a cash advance is strictly prohibited.

2/6/2018

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All items paid for with the credit card must be shipped to the Town and are property of the Town.

It is the responsibility of the user department to have adequate funding available prior to making purchases.

TRAVEL RELATED CHARGES

The department traveler should submit the appropriate Travel Reimbursement Form to the Department Director or designee for approval. A copy of the completed/approved Travel Reimbursement Form must be submitted along with copies of any trip-related receipts charged to the credit card.

Per Diem should be requested on a Travel Reimbursement Form and processed through Accounts Payable.

Purchases for conference registrations/classes, airline tickets, hotels, meals and parking charges are permissible.

If a gift card is issued to card holder for a qualifying credit event, said gift card must be submitted to Finance Department Purchasing Card Administrator so that card may be applied to the next department purchase.

TAXES

Most purchases are **exempt from sales tax**. Cardholders must assure that sales tax has not been added to the receipt or request that a credit be processed. Some Internet purchases will require the cardholder to call a customer service number on the company's website in order not to have taxes placed on the order; **it is the responsibility of the cardholder to ensure that this occurs**. Purchases outside of the State of Florida and purchases with major retail companies may be excluded from this rule.

LOST OR STOLEN CARDS

If a card is lost or stolen, immediately contact the Credit Card Company Customer Service and the Purchasing Card Administrator. Verbal reports of a lost or stolen card must be confirmed by e-mail to Purchasing Card Administrator.

CREDITS/RETURNS

Merchandise returned must be credited to the Town's account to which the transaction was charged. If a cardholder receives cash payment or store credit for returned merchandise, the amount must be returned to the Finance Department to be used for future purchases. It is the responsibility of the user department to assure that credits for returned merchandise are properly applied to the cardholder's account.

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DISPUTES/ERRONEOUS CHARGES

It is the responsibility of the cardholder to document and resolve disputes and erroneous charges directly with the vendor. In most cases, disputes can be resolved in this manner. If a dispute cannot be resolved, a written claim notice must be submitted to Purchasing Card Administrator within 20 days after the occurrence of loss.

SUSPENSION POLICY

The Suspension Policy is a progressive step policy, and may be put into effect if:

1. a cardholder fails to submit proper documentation to the Purchasing Card Administrator or Department Representative by the established deadlines, or
2. A cardholder misuses card privileges by making inappropriate purchases of items or services not in compliance with this Credit Card Program policy or the Town's Procurement Manual.

First Offense: The cardholder will receive a documented written warning from the Credit Card Administrator.

Second Offense: Suspension of card privileges for a period of one (1) to three (3) months. The effected credit card is to be surrendered to the Credit Card Administrator during the suspension period.

Third Offense: Permanent revocation of card privileges.

The nature of the offense could also result in termination as well as civil and/or criminal prosecution.

ANNUAL CREDIT CARD INVENTORY

An annual Credit Card Inventory will be conducted by each user department. A list of all department cardholders will be provided to user departments by the Credit Card Administrator. User departments are responsible for reviewing, approving and returning the inventory listing to a Credit Card Administrator.

RECORD KEEPING/RECEIPTS

It is the responsibility of the cardholder to obtain transaction receipts for all purchases. Sales receipts or packing slips must be obtained whether a purchase is made in person or via telephone, fax, mail, or over the Internet. **It is the employee's responsibility to assure that the description on the sales receipt or packing slip is legible and clearly describes the purchase. These receipts will be used by the Department Representative to substantiate the charge on each statement.**

Documentation must be accurate, accessible and complete, as it not only records the transaction, but also supports the legitimate business purpose of the purchase. In addition to sales receipts and packing slips, the following are additional examples of supporting documentation:

- Subscription or dues forms
- Conference registration forms
- Statement of vendor performed services
- Cash register receipts

In the event all efforts to obtain documentation of a transaction have failed, the cardholder must attach a written description of the purchase along with a signed certification that the purchase was made in accordance with Town policy. Failure to provide certification may result in disciplinary action and the employee may be required to pay the Town for the undocumented expense. Three or more incidents of missing documentation within a year may result in the cancellation of the employee's credit card privileges.

The cardholder is responsible for submitting all documentation to their Department Representative within 10 days from purchase.

CHANGES IN AUTHORIZED USERS

It is the responsibility of the user department to contact the Purchasing Card Administrator concerning any change to an authorized cardholder's employment status such as transfer or termination. Cards must be returned in person to the Purchasing Card Administrator.

TOWN OF PEMBROKE PARK

Certification and Receipt Form

Agreement for Use of Town of Pembroke Park Credit Card

I understand and agree with the following:

1. The Town of Pembroke Park purchasing card issued to me is property of the Town of Pembroke Park.
2. The credit card issued to me is to be used solely to purchase items for the Town in accordance with the Town's purchasing policies, which I have read and understand.
3. I am expressly forbidden to use the card to purchase items that will be used for any purpose other than Town business use that will serve public purpose.
4. The personal use of the credit card will result in disciplinary action that may include termination as well as civil and/or criminal prosecution.
5. I must within 10 days from purchase submit **all** receipts detailing all of the items purchased with the credit card.
6. I am responsible for reporting to my Department Director & Purchasing Card Administrator in Finance immediately if I misplace or lose the purchasing card.
7. I am responsible for any unauthorized charges if I do not report the lost or stolen card immediately.
8. Disciplinary action will be taken if I do not report the lost or stolen card to my Department Director & Purchasing Card Administrator in Finance.
9. I agree to pay for items purchased with the credit card if I do not submit detail receipts of items purchased.
10. The credit card issued to me will be suspended if I do not submit receipts **all** receipts detailing the items purchased with the credit card.

Geoffrey Jacobs
Cardholder Name (Print)

1746
Last 4 digits on card

[Signature]
Cardholder Signature

3/27/20
Date

COMMISSION
Department Name

MAYOR
Department Director Name

[Signature]
Department Director Signature

3/27/20
Date

Cc: Personnel File
Finance Department

2/6/2018

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OIG 22-007-M

EXHIBIT 5

Memo of Understanding

Subject: Travel Policy

Effective Date: May 31, 2011

Purpose:

To provide guidelines for reimbursement of travel expenses.

Policy:

Travelers will be reimbursed for reasonable expenses incurred while on Town business as determined by Town Commission.

Meals:

Receipts for meal expenses must be included with reimbursement request if expenses exceed the per diem rate allowance of \$10 for breakfast, \$15 for lunch, and \$25 for dinner.

Mileage:

Travelers using their personal vehicle will be reimbursed the current standard IRS mileage rate for the round trip distance to the destination point. The current IRS rate as of May 31, 2011 is 55 cents per mile for business miles driven. Necessary related expenses will be reimbursed with proper receipts.

Lodging:

Lodging expenses will be reimbursed for lodging. Hotel receipts must be submitted with reimbursement request. Programs held within 50 miles from the Town of Pembroke Park require prior approval from the Town Commission for hotel reimbursement.

Airfare:

Travelers will be reimbursed for the full cost of their airline ticket upon submission of a copy of the airline ticket with reimbursement request. The lowest available fare is recommended.

Miscellaneous:

The travelers will be reimbursed for mileage to and from the airport when a personal car is used. Taxi fare to and from the airport will be reimbursed with receipts. Travelers will not get reimbursed for alcoholic beverage expenses incurred while on Town business.

OIG 22-007-M

EXHIBIT 6

LAW OFFICES
RYAN & RYAN, LLC
THIRD FLOOR
700 EAST DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004-3090

ARCHIE J. RYAN, III
TIMOTHY M. RYAN
CHRISTOPHER J. RYAN*
ERIC W. ABEND

**Board Certified City,
County and Local
Government Lawyer*

TELEPHONE: (954) 920-2921
FACSIMILE: (954) 921-1247
www.ryanlawfl.com

MEMORANDUM

To: Ashira Mohammed, Mayor
Howard P. Clark, Jr., Vice Mayor
Georgina Cohen, Commissioner
Emma Shoaff, Commissioner
Robert A. Levy, Town Manager
Georgina Rodriguez, Budget and Finance Director
Natasha Joseph, Assistant Town Manager/Deputy Town Clerk

From: Christopher J. Ryan 

Re: Reimbursement for Traveler Per Diem and Travel Expenses

Our File Number: 23833E

Date: April 26, 2017

The Town Commission recently requested an opinion from our law firm as counsel for the Town as to whether the Town Commission may authorize reimbursement for meals for Pembroke Park travelers at a amount in excess of those established by Section 112.061(6), Florida Statutes. This issue was addressed in Florida Attorney General Opinion 2003-01 dated January 3, 2003, which summarized the Statute as follows:

Section 112.061(6), Florida Statutes, applies to municipalities and controls the maximum rates of per diem and subsistence allowance to be paid to officers, employees or others authorized to act on behalf of the municipality. While a municipality may legislate on the subject of per diem and subsistence allowances for governmental travelers, the rates established by section 112.061(6), Florida Statutes, may not be exceeded.

The Attorney General Opinion states that the Florida Legislature enacted Section 112.061(6) "to ensure uniformity for all state and local officials and employees traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business."

The rates established for reimbursements in Section 112.061(6), Florida Statutes, have increased since the Attorney General Opinion was issued in 2003, however, the language of the statute has not been amended which would allow for the Town to pay a Town traveler for expenses which exceed the current rates.¹

Therefore, it is my opinion that Section 112.06(6), Florida Statutes, applies to Town travelers and controls the maximum rates of per diem and subsistence allowances for officers or employees or others authorized to act on behalf of the Town, and the Town Commission may not authorize payment in excess of the state established rates.

CJR/ks

¹ RATES OF PER DIEM AND SUBSISTENCE ALLOWANCE.- For purposes of reimbursement rates and methods of calculation, per diem and subsistence allowances are provided as follows:

(a) All travelers shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveler:

1. Eighty dollars per diem; or

2. If actual expenses exceed \$80, the amounts permitted in paragraph (b) for subsistence, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

When lodging or meals are provided at a state institution, the traveler shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided for in this subsection.

(b) All travelers shall be allowed the following amounts for subsistence while on Class C travel on official business as provided in paragraph (5) (b):

1. Breakfast. \$6

2. Lunch. \$11

3. Dinner. \$19

(c) No one, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state.

OIG 22-007-M

COMPOSITE EXHIBIT 7



TOWN OF PEMBROKE PARK

Town Travel Policy

RE: <u>Travel Policy</u>	POLICY: <u>2023.04.18</u>
EFFECTIVE DATE #: <u>April 26, 2023</u>	UPDATED: _____

Attendance of Town employees, including full-time, and elected or appointed commissioners at professional meetings and training courses benefits them, the Town and, therefore, the performance of public purpose through increased awareness of technical and administrative developments through the exchange of ideas with their peers. Additionally, travel may be part of an employee's official duties.

OBJECTIVES:

To provide reasonable, systematic means by which travel for Town purposes may be approved and controlled, consistent with efficient and economical operation.

To standardize travel costs and policies for Town employees and commissioners regardless of funding source or purpose of trip.

RESPONSIBILITIES:

1. **OFFICIAL BUSINESS** – Travel on official business, whether local or overnight, must be authorized by a department head for his/her staff or the Town Manager for his/her direct staff and elected commissioners.
2. **REIMBURSEMENT**
 - a. Employees/commissioners travelling on Town business, in or out of the State, will be reimbursed for trip expenses as indicated in this regulation.
 - b. **Eligible expenses:** Employees/Commissioners traveling on Town business shall receive transportation and registration at actual cost and lodging and meals at per diem rates as provided in the following link to the Federal GSA website <https://www.gsa.gov/travel/plan-book/per-diem-rates>. In the case that an official or employee is attending a conference or meeting on Town business, the sponsor venue rate will supersede the GSA rate. To minimize travel expenses, the attendee may stay in the hotel where the conference meeting is

taking place if, after review, it is deemed to be in the best interest of the Town to minimize travel expenses. meals will be allocated as a percentage of the per diem rate as follows: Breakfast – 15%, Lunch – 30%, and Dinner 55%.

If the registration cost includes a full meal, e.g., a standard breakfast, lunch or dinner, or the employee/official requests on the travel form the cost of a ticker to attend a formal banquet as part of the trip, then the respective portion of the per diem will be disallowed based on the percentage above. Other reasonable travel expenses, such as taxi fares, tolls, parking fees and registration fees will be reimbursed at actual cost.

- c. **Guests:** The Town is not responsible for any of the costs of a traveler's guests. All expenses related to a traveler's guests are the responsibility of the traveler.

3. PAYMENT OF TRIP EXPENSES

- a. **Advances:** The Finance Director is authorized to make advances to employees/commissioners to cover the anticipated cost of the trip. The Finance Director will make such advances only upon receipt of the approved Travel Request Form and any related direct vouchers from the Budget and Finance Department. Such advances may include the anticipated cost of subsistence and travel of any person transported in the custody of a police officer in the performance of official duties.
- b. **Actual Expenses:** Within ten (10) working days after the traveler returns, the traveler shall complete a Travel Expense Report Form which itemizes actual trip expenses. Receipts for the traveler's expenses and, if applicable, for any person transported in the traveler's custody, must be included with the form. The form is to be submitted to the Budget and Finance Department for review and the signature of the Finance Director.

If the traveler received an advance greater than the actual expenses, the traveler shall return the excess funds to the Budget and Finance Department within five (5) working days of the traveler's return. If the traveler with reasonable cause expended more than estimated in the advance, the Finance Department as part of its review will prepare and issue a reimbursement check to the traveler.

The Town does not require receipts for meals purchased with advanced per diem funds. The only time the receipt is required is when the traveler pays with the Town's credit card.

4. COMPUTATION OF TRAVEL TIME

- a. Continuous travel of twenty-four (24) hours or more away from the Town, based on calendar day of midnight to midnight; the traveler shall be reimbursed from the time the trip begins to the time the traveler returns to the Town, for expenses as provided in section 2(B).

- b. Continuous travel of less than twenty-four (24) hours which involved overnight absence from the Town: In all cases, the travel period begins when the trip begins. The traveler shall be reimbursed for any expenses provided in Section 2(B).
 - c. Travel for short or day trips where the traveler is not away from the Town overnight: The traveler shall be reimbursed for any expenses as provided in section 2(B).
5. **MODE OF TRANSPORTATION –** The most economic method of transportation is recommended although consideration shall be given to the following factors:
- a. Purpose of trip
 - b. Work time to be missed by the traveler.
 - c. Number of persons making the trip
 - d. Amount of material or equipment being transported.

The department head will determine the most economical mode of transportation. In cases where the mode of transportation chosen by the traveler is not the most economical, the traveler will be responsible for payment of the difference between the mode chosen and the most economical mode.

In all cases to minimize travel expenses for the performance of a public purpose, the lowest practical common carrier rate will be used for purposes of travel and advanced reservation discounts, where applicable, will be used for reimbursement.

6. **PRIVATE VEHICLE**

Such travel, when approved, will be reimbursed by the method and the rates established on the GSA's Federal website. The employee, whether full-time, part-time, temporary, or volunteers, must provide the Budget and Finance Director with a certificate of insurance or a policy declaration page evidencing liability insurance coverage naming the Town as an additional insured. This insurance shall cover the private vehicle being used for the period it is used for travel on Town business. The minimum limits for this coverage shall be those established by the State of Florida for bodily injury and property damage.

7. **TOWN VEHICLES USED**

Often a Town vehicle will be considered the most economic mode of transportation for trips that are within the State and do not involve overnight stays. When Town vehicles are used, the traveler will contact the Finance Department to acquire a Town-issued credit card to purchase fuel while on the trip. The traveler must furnish a current copy of his/her Florida Driver's license to Finance or Human Resources for a driver's license check and clearance, prior to using a Town vehicle for travel.

Should a Town vehicle become disabled while being utilized for business travel within or outside of the Town of Pembroke Park limits, the employee shall notify the Town so that service can be provided. A towing service for Town vehicles requiring such a service outside the corporate limits of the Town of Pembroke Park shall be provided

by a private contractor procured under the direction of the Town Manager.

8. VACATION COMBINED WITH OFFICIAL TRAVEL

Travelers wishing to combine a vacation with a business or convention trip must have prior approval by the Department Head or the Town Manager if he/she reports directly to the Town Manager. Travelers traveling under such circumstances will be reimbursed at the roundtrip lowest practical common carrier rate to and from the Town-related trip location, regardless of the mode of transportation used or the actual trip destination(s). Actual expenses or per diem will be reimbursed for the actual conference period and travel time to and from conference location via common carrier. All other times will be charged as annual leave and expenses shall be borne by the traveler.

PROCEDURES

1. AUTHORIZATION TO TRAVEL

- a. At least fifteen (15) days in advance of the scheduled departure date, the traveler must fill out the Travel Request Form with estimated trip costs, attach the justification stating the performance of a public purpose, any written information or agenda related to the trip, sign the form, have his/her Department Head sign the form and submit the form to the Budget and Finance Department for review and signature from the Finance Director. If the nature of the trip is such that advance notice cannot be given, this step can be shortened or eliminated by notifying the Budget and Finance Department as soon as the travel necessity is known. The Budget and Finance Department will collaborate with staff to expedite the request.
- b. For travelers that directly report to the Town Manager or elected commissioners, the Travel Form must be signed by the Town Manager prior to final submission to the Budget and Finance department.

2. TRAVEL ARRANGEMENTS

- a. Once the trip is authorized, the Budget and Finance Department will issue any advance checks requested by the traveler (i.e., airfare, hotel, per diem, etc.) upon receipt of the approved direct voucher from the Budget and Finance Department.

3. TRAVEL EXPENSE REPORT

- a. Within ten (10) working days after the return, the traveler shall complete and sign the Travel Expense Report Form, have the Department Head countersign, and forward it to the Budget and Finance Department for review and Finance Director's signature. Receipts for lodging, registration fees, transportation and other expenses for which reimbursement is requested must be attached to the Travel Expense Report Form. **PER DIEM MEAL EXPENSES NEED NOT BE RECEIPTED.** The Budget and Finance Department may require explanation of any expenditures considered questionable and shall verify the amount of

reimbursement or amount due to the Town based on the provisions of this policy.
The employee shall receive a validated copy of the report forms from the Budget
and Finance Department after processing.

Juan Carlos (JC) Jimenez, Town Manager

Date



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, May 10, 2023 at 7:00 PM

Mayor Ashira Mohammed
Vice Mayor Erik Morrisette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Kashem
Commissioner Geoffrey Jacobs

Town Manager JC Jimenez
Interim Town Attorney Jacob Horowitz
Town Clerk Marlen D. Martell

1 CALL TO ORDER MEETING CALLED TO ORDER AT 7:07PM

2 PLEDGE OF ALLEGIANCE LED BY MAYOR AND COMMISSIONERS

3 ROLL CALL The meeting was called to order at 7:07 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; Williams Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; David Howard, Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer; Lucie Manzerolle, Building Manager; Mark Pakula, Information Technology Director; Suzi Reutlinger, Assistant to Town Clerk; Roy Brown, Finance & Budget Director; Babette Friedman, HR Director; Wade Douty, Sergeant; and Ra Shana Dabney-Donovan, Major

4 PRESENTATIONS / PROCLAMATIONS

1. Broward County Transit's PREMO (Premium Mobility Plan) network presentation - Barney McCoy, Barney L. McCoy, Assistant General Manager - Service and Strategic Planning, Broward County Transit (BCT).

BRIAN MCCOY SPOKE ON RECORD

2. Rebuilding Together Broward & Pembroke Park - Code Compliance Chief Ramirez

ROBIN MARTIN SPOKE ON RECORD

3. *National Public Works Week Proclamation May 21–27, 2023 “Connecting the World Through Public Works”*

MAYOR MOHAMMED READ THE TITLE OF PROCLAMATION INTO THE RECORD

4. Friday June 2, 2023 is proclaimed National Gun Violence Awareness Day - Moms Demand Action for Gun Sense

MARIA SWANSON SPOKE ON RECORD

5. The month of May is proclaimed as Jewish American History Month

MAYOR MOHAMMED READ THE PROCLAMATION INTO THE RECORD

6. May 2023 is Mental Health Awareness Month

MAYOR MOHAMMED READ BY TITLE ONLY THE PROCLAMATION INTO THE RECORD

7. April 30- May 6, 2023 celebrates Municipal Clerks Week

MAYOR MOHAMMED READ BY TITLE ONLY THE PROCLAMATION INTO THE RECORD

8. Asian American & Pacific Islander Heritage Month is celebrated in May 2023 - Acting Clerk Commissioner Kashem

ACTING CLERK COMMISSIONER WOULD LIKE TO PLAN AN EVENT FOR ASIAN AMERICAN & PACIFIC ISLANDER (AAPI) HERITAGE MONTH. MAYOR MOHAMMED CLARIFIED TO ACTING CLERK COMMISSIONERS REQUEST, THAT IF THERE IS NO COST TO CELEBRATE THE EVENT FOR AAPI, SHE CAN DO IT. ALL COMMISSIONERS WERE IN FAVOR

MAYOR MOHAMMED READ THE PROCLAMATION AS HAITIAN AMERICAN HERITAGE MONTH BY TITLE ONLY

CHANGES TO THE AGENDA

WITHDRAW 7.2 - RESOLUTION NO. 2023-006 ILA

9.4 RFP 23-02: WIND RETROFIT ROOF REPLACEMENT AT TOWN HALL

9.5 ARPA FUNDS

ADD 9.7 SUMMER HIATUS

9.8 CLIMATE PREPAREDNESS CONFERENCE

MOTION TO APPROVE THE AMENDED AGENDA MADE BY

**CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY
ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED
5-0.**

**5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD &
WELFARE**

MARK VERTEFEUILLE SPOKE ON RECORD
DWAYMON CASON SPOKE ON RECORD
RON THURSTAN SPOKE ON RECORD
TERRENCE MOHAMMED SPOKE ON RECORD

6 CONSENT AGENDA

1. Approval of Minutes - Town Clerk Martell
2. Additional Licenses for the Police department - IT Director Pakula
3. Renew Sonicwall Licenses
4. New Camera System for the Preserve and Behan Park
5. Planning and Zoning Board Members
CURRENTLY WE HAVE THREE VACANCIES ON THE P&Z BOARD AND
THREE MEMBERS FROM THE CHARTER REVIEW COMMITTEE HAVE
AGREED TO VOLUNTEER FOR THE BOARD AND THEY ARE: PAULETTE
WALKER, GARY SCHRADER AND EVELYN CUNNINGHAM IN ADDITION,
BACKGROUND CHECKS WERE PROCESSED BEFORE BECOMING A
CHARTER REVIEW COMMITTEE MEMBER.

Charter Review- Interim Town Attorney
CHARTER REVIEW BOARD CONCLUDED ITS BUSINESS, TOWN CLERK
TO SET UP A MEETING TO HAVE THEM COME IN AND PRESENT THEIR
RECOMMENDATIONS.

**MOTION TO APPROVE CONSENT AGENDA
MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS
HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE.
MOTION PASSED 5-0.**

7 RESOLUTIONS

1. Designation of Commission oversight capacity - Interim Town Attorney
Horowitz
RESOLUTION NO. 2023-005
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 15 OF THE
TOWN CHARTER, DESIGNATING MEMBERS OF THE TOWN
COMMISSION TO SERVE IN AN OVERSIGHT CAPACITY IN CHARGE OF
THE TOWN'S POLICE SERVICES, FIRE SERVICES, PARKS
DEPARTMENT AND PUBLIC WORKS DEPARTMENT; PROVIDING FOR

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CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

MOTION THE ELECT ACTING CLERK COMMISSIONER KASHEM TO BE THE PARKS LIAISON MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

MOTION TO ELECT CLERK COMMISSIONER HODGKINS TO BE THE PUBLIC WORKS LIAISON MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

MOTION TO ELECT VICE MAYOR MORRISSETTE AS FIRE AND POLICE LIAISON

INTERIM TOWN ATTORNEY CAUTIONED THE COMMISSION REGARDING DUAL ROLE, THE MAYOR DULY NOTED THE COMMENT FROM THE INTERIM TOWN ATTORNEY.

MOTION TO ELECT VICE MAYOR MORRISSETTE AS FIRE AND POLICE LIAISON

APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

MAYOR MOHAMMED TO BE INVOLVED AND ENGAGED WITHIN THE POLICE DEPARTMENT

MOTION TO PASS RESOLUTION 2023-005 APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

2. RESOLUTION NO. 2023-006 ILA - Town Manager Jimenez, Interim Town Attorney Horowitz

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS OF THE TOWN OF PEMBROKE PARK TO EXECUTE THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE ILA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

ITEM REMOVED FROM THE AGENDA

8 ORDINANCES

9 NEW BUSINESS

1. Purchase of two vehicles for CSA program previously approved on Feb 8, 2023

MOTION TO TABLE UNTIL NEXT MEETING MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION CARRIED.

MOTION TO WITHDRAW MOTION TO TABLE UNTIL NEXT MEETING MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

MOTION TO PURCHASE THE TWO VEHICLES AS FOR THE CSA PROGRAM

MOTION TO APPROVE THE PURCHASE OF TWO CSA VEHICLES MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 MAYOR ASHIRA MOHAMMED OPPOSED.

2. Travel and Per Diem policy - Mayor Mohammed

EXAMPLES ARE AVAILABLE UPON REQUEST TOWN MANAGER AND FINANCE DIRECTOR BROWN HAVE BEEN UPDATING THE POLICY TO MEET ALL STATUTE STATUTORY REQUIREMENTS, ONCE COMPLETED TOWN MANAGER JIMENEZ WILL FORWARD TO INTERIM TOWN ATTORNEY TO REVIEW AND COMPLIES, THEN BROUGHT TO THE COMMISSION FOR FINAL APPROVAL.

MOTION TO ADOPT THE TRAVEL POLICY MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

3. Moving access privileges to IT - Mayor Mohammed

I.T. DIRECTOR PAKULA PASSED OUT A HANDOUT (ATTACHED)

MOTION TO MOVE THE ACCESS PRIVILEGES BACK TO THE I.T. DEPARTMENT

MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

4. RFP-23-02: Wind Retrofit Roof Replacement at Town Hall - Town Manager Jimenez

ITEM REMOVED FROM THE AGENDA

5. ARPA Funds - Commissioner Jacobs, Town Manager Jimenez
Town Manager to put a list together regarding projects to use ARPA funds.

ITEM REMOVED FROM THE AGENDA

6. Discussion and Possible Action - Continued Employment of Police Chief - Town Manager Jimenez, HR Director Friedman

MOTION TO CALL THE QUESTION MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

MOTION TO FOLLOW AND ACCEPT THE TOWN MANAGERS RECOMMENDATION TO TERMINATE WITHOUT CAUSE THE POLICE CHIEF OF POLICE, DAVE HOWARD MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

HR DIRECTOR FRIEDMAN WANTED TO ADD TO THE RECORD AS TO ANOTHER VIOLATION OF THE CODE OF CONDUCT IN THE INVESTIGATION ON COMMISSIONER JACOBS, THAT HE IS ATTACKING JC JIMENEZ, TOWN MANAGER; A FORMER EMPLOYEE WHO IS NOT LONGER EMPLOYED BY THE TOWN AND HERSELF, BABETTE FRIEDMAN, HR DIRECTOR. SHE COMMENTED "MOVING FORWARD, NOW THAT THE CHIEF OF POLICE IS TERMINATED, WHAT'S NEXT?"

MOTION TO APPOINT MAJOR RA-SHANNA DABNEY DONOVAN AS THE INTERIM ACTING CHIEF OF ADMINISTRATIVE FOR THE POLICE DEPARTMENT MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

MOTION TO APPOINT LIEUTENANT WADE DOUTY AS INTERIM ACTING OPERATIONS POLICE CHIEF FOR THE POLICE DEPARTMENT MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

7. Summer Hiatus- Mayor Mohammed

MOTION TO HAVE SUMMER HIATUS SET FOR JULY AND AUGUST WITH THE UNDERSTANDING THAT THERE WILL BE A WORKSHOP AT THE END OF AUGUST MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

8. Climate Preparedness Conference - Mayor Mohammed

MOTION THAT ANY COMMISSIONER THAT WISHES TO ATTEND THE CLIMATE PREPAREDNESS CONFERENCE IN MAY FROM THE 18TH TO THE 20TH IN AN AMOUNT NOT TO EXCEED \$4,000.00 MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

10 OLD BUSINESS

11 DISCUSSION

1. Commission assignment of Boards and Committees - Commissioner Mohammed
Florida League Cities
Broward League of Cities
Metropolitan Planning Organization meeting are the 2nd Thursday of the month

CLERK COMMISSIONER HODGKINS WOULD LIKE TO REMAIN ON AS THE REPRESENTATIVE FOR THE MOP
MAYOR MOHAMMED STATED FOR THE COMMISSIONERS TO PICK WHICH COMMITTEE THEY WOULD LIKE TO REPRESENT, AND LET THE CLERK KNOW

MOTION TO HAVE MAYOR MOHAMMED AS DIRECTOR, VICE MAYOR MORRISSETTE AS ALTERNATE AND CLERK COMMISSIONER HODGKINS AS SECOND ALTERNATE TO THE BACK UP ON THE BROWARD LEAGUE OF CITIES MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION CARRIED.

2. Town Hall Generator - Commissioner Jacobs

LOOK INTO GENERATOR WITH A WRITTEN REPORT

12 ATTORNEY REPORTS LEGISLATIVE SESSION IS NOW CLOSED, MR. SIGERSON IS PREPARING LEGISLATIVE UPDATES TO THE COMMISSION. EFFECTIVE 2024 FORM 1 WILL NO LONGER APPLY TO ELECTED MUNICIPAL OFFICIALS. FORM 6 WILL BE A REQUIREMENT, WHICH IS A MORE DETAILED FINANCIAL INTEREST STATEMENT, BUT FORM 1 STILL APPLIES THIS YEAR. CODE ENFORCEMENT APPEAL FOR THE TOWN BEFORE THE CIRCUIT COURT REGARDING THE MAGISTRATES ORDER WAS UPHELD. ETHICS TRAINING REMINDER IS BEING HELD TUESDAY MAY 16 FROM 7PM TO 9PM.

13 TOWN MANAGER REPORTS TOWN MANAGER JIMENEZ WILL HAVE THE PROPOSAL FOR THE FORENSIC AUDIT AT THE NEXT WORKSHOP. HE WILL BE ATTENDING THE FLORIDA LEAGUE OF CITIES MANAGERS ASSOCIATION WORKSHOP IN ORLANDO.

14 COMMISSION REPORTS Commissioner Jacobs - COMMISSIONER JACOBS STATED THAT HE CAME FORWARD AS A WHISTLEBLOWER REGARDING 2.3 MILLION DOLLARS MISSING AND STILL UNACCOUNTED FOR, AND STATED THAT THE FLORIDA STATE ATTORNEY GENERALS OFFICE NEEDS TO INVESTIGATE. HE PROCEEDS TO SAY THAT BAMBOO PARADISE HAD THE WATER DRAINAGE AND SEWER REDONE AT THE TAXPAYERS EXPENSE, AND THAT SW30TH AND THE CURRENT MAYOR ALSO HAD CORRECTIONS. HE STATED THAT THESE AREAS DO NOT HAVE ANY INFRASTRUCTURE ISSUES WHILE THE REST OF THE TOWN IS FAILING, AND IF LIFT STATION 17 IS LOST, WE WILL LOSE THE ELEMENTARY SCHOOL. VICE MAYOR MORRISSETTE STATED THAT THERE ARE A LOT OF

PROBLEMS AS COMMISSIONER JACOBS SAID BUT WE NEED TO MOVE FORWARD. TOWN MANAGER TO PROVIDE START UP AND EXPIRATION DATES ALONG WITH THE EXTENSIONS AND THEIR CURRENT STATUS OF THE EIGHT (8) GRANTS.

MAYOR MOHAMMED ADDRESSED COMMISSIONER JACOBS CONCERNS STATING THAT HIS ALLEGATIONS REGARDING THE PURCHASE OF A 100 GRAND PUMP IS FALSE. SHE WENT ON TO SAY THAT HE IS MIX-MASKING FACTS. TOWN CLERK MARTELL TO SCHEDULE A MEETING TO FACT CHECK AND CLEAR UP EVERYTHING BEING SAID. FOR THE RECORD, MAYOR MOHAMMED HELD UP A PICTURE OF TERENCE MCKENNA (ATTACHED) TO CLARIFY ANY ALLEGATIONS REGARDING FALSELY ACCUSING THE MAYORS BROTHER OF HARASSING COMMISSIONER JACOBS.

MAYOR MOHAMMED STATED THAT SHE WOULD LIKE TO LET THE RESIDENTS KNOW THAT THE WEBSITE HAS BEEN UPDATED SO RESIDENTS CODE VIOLATIONS CAN BE VIEWED.

15 ANNOUNCEMENTS

1. Special Magistrate Hearing, Wednesday, May 17, at 9:00 AM
Workshop Commission meeting, Wednesday, May 24, at 6:00 PM
Food Drive, Saturday, June 3, at 11:00 AM
Regular Commission meeting, Wednesday, June 14, at 7:00 PM
Special Magistrate Hearing, Wednesday, June 21, at 9:00 AM

16 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING
ADJOURNED AT 9:16PM

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

Page 125 of 139

9/25/23, 2:55 PM

05 10 2023 REGULAR COMMISSION MEETING

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
Regular Commission Meeting
May 10, 2023



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, May 10, 2023
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. PRESENTATIONS / PROCLAMATIONS	
4.1. Broward County Transit's PREMO (Premium Mobility Plan) network presentation - Barney McCoy, Barney L. McCoy, Assistant General Manager - Service and Strategic Planning, Broward County Transit (BCT). Broward County presentation -PREMO Network Briefing	5 - 39
4.2. Rebuilding Together Broward & Pembroke Park - Code Compliance Chief Ramirez Rebuilding Together Broward and Pembroke Park - Pdf	40 - 50
4.3. <i>National Public Works Week Proclamation May 21–27, 2023</i> <i>"Connecting the World Through Public Works"</i> 2023 Revised Public Services week	51
4.4. Friday June 2, 2023 is proclaimed National Gun Violence Awareness Day - Moms Demand Action for Gun Sense 2023 REVISED Moms demand action for Gun sense	52 - 53
4.5. The month of May is proclaimed as Jewish American History Month Jewish May 2023	54
4.6. May 2023 is Mental Health Awareness Month 2023 Mental Health Month	55
4.7. April 30- May 6, 2023 celebrates Municipal Clerks Week 2023 Clerks Week	56
4.8. Asian American & Pacific Islander Heritage Month is celebrated in May 2023 - Acting Clerk Commissioner Kashem Proclamation 2023 Asian American Pacific Islander Heritage Month	57
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
6. CONSENT AGENDA	

Regular Commission Meeting
May 10, 2023

- | | | |
|------|--|-----------|
| 6.1. | Approval of Minutes - Town Clerk Martell
03 08 2023 REGULAR COMMISSION MEETING
03 16 2023 EMERGENCY COMMISSION MEETING
03 17 2023 EMERGENCY COMMISSION MEETING
03 22 2023 WORKSHOP COMMISSION MEETING
04 12 2023 REGULAR COMMISSION MEETING | 58 - 80 |
| 6.2. | Additional Licenses for the Police department - IT Director Pakula

Purchase upgrade.
Agenda Item Report - AIR-23-039 - Pdf | 81 - 82 |
| 6.3. | Renew Sonicwall Licenses - IT Director Pakula

Approve Renewal
Agenda Item Report - AIR-23-040 - Pdf | 83 - 85 |
| 6.4. | New Camera System for the Preserve and Behan Park - IT Director Pakula

Approve new system.
Agenda Item Report - AIR-23-034 - Pdf | 86 - 186 |
| 6.5. | Planning and Zoning Board Members - Town Clerk Martell
Approval of three residents to be appointed to the Planning and Zoning Board and they are: Paulette Walker, Gary Schrader and Evelyn Cunningham. | |
| 7. | RESOLUTIONS | |
| 7.1. | Designation of Commission oversight capacity - Interim Town Attorney Horowitz
RESOLUTION NO. 2023-005
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 15 OF THE TOWN CHARTER, DESIGNATING MEMBERS OF THE TOWN COMMISSION TO SERVE IN AN OVERSIGHT CAPACITY IN CHARGE OF THE TOWN'S POLICE SERVICES, FIRE SERVICES, PARKS DEPARTMENT AND PUBLIC WORKS DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE
2023-005 Designation of oversight by Commissioners | 187 - 189 |
| 7.2. | RESOLUTION NO. 2023-006 ILA - Town Manager Jimenez, Interim Town Attorney Horowitz
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS OF THE TOWN OF PEMBROKE PARK TO EXECUTE THE INTERLOCAL AGREEMENT FOR SOLID WASTE | 190 - 227 |

Regular Commission Meeting
May 10, 2023

**DISPOSAL AND RECYCLABLE MATERIALS PROCESSING
AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED
HERETO AS EXHIBIT "A;" AUTHORIZING THE TOWN MANAGER
TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE ILA;
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.**

[2023-006 ILA](#)

[2023-006 Exhibit 1 Interlocal Agreement for Solid Waste Disposal and
Recyclable Materials Processing Authority of Broward County Florida -
5-2-23](#)

8. ORDINANCES
9. NEW BUSINESS
 - 9.1. Purchase of two vehicles for CSA program previously approved on Feb 8, 2023 - Police Chief Howard 228 - 235

Staff recommends purchase thru the ARPA program rather than Lease
[Agenda Item Report - AIR-23-045 - Pdf](#)
 - 9.2. Travel and Per Diem policy - Mayor Mohammed 236 - 240
Examples are available upon request
[Finance Travel Policy 4-18-23](#)
 - 9.3. Moving access privileges to IT - Mayor Mohammed 241
[REVISED Mayor Agenda Request Form - Access IT 4_23](#)
 - 9.4. RFP-23-02: Wind Retrofit Roof Replacement at Town Hall - Town Manager Jimenez

Upon reviewing the bids, staff has determined the lowest bid to be unresponsive as they did not include a number of required items in their bid. Staff therefore recommends awarding the contract to the second low bidder Total Roofing Systems in the amount of \$199,760.
 - 9.5. ARPA Funds - Town Manager Jimenez 242
[Town Manager TPP - ARPA DrawDown](#)
 - 9.6. Discussion and Possible Action - Continued Employment of Police Chief - Town Manager Jimenez, HR Director Friedman 243 - 251
[Howard - Chief Contract - RE](#)
10. OLD BUSINESS
11. DISCUSSION
 - 11.1. Commission assignment of Boards and Committees - Commissioner Mohammed 252 - 260
Florida League Cities
Broward League of Cities

Regular Commission Meeting
May 10, 2023

Metropolitan Planning Organization meeting are the 2nd Thursday of the month

[FLC Committees 22-23 Legislative Policy Process](#)

[FLC FAST & Advocacy committee](#)

[AM League of cities calendar of events](#)

[BLC 23-24 Board Request Appointment](#)

[BLC Attendance 22-23](#)

11.2. Town Hall Generator - Commissioner Jacobs

12. ATTORNEY REPORTS

13. TOWN MANAGER REPORTS

14. COMMISSION REPORTS

Commissioner Jacobs

Acting Clerk Commissioner Kashem

Clerk Commissioner Hodgkins

Vice Mayor Morrisette

Mayor Mohammed

15. ANNOUNCEMENTS

15.1. Special Magistrate Hearing, Wednesday, May 17, at 9:00 AM

Workshop Commission meeting, Wednesday, May 24, at 6:00 PM

Food Drive, Saturday, June 3, at 11:00 AM

Regular Commission meeting, Wednesday, June 14, at 7:00 PM

Special Magistrate Hearing, Wednesday, June 21, at 9:00 AM

16. 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

Regular Commission Meeting
May 10, 2023

OIG 22-007-M

EXHIBIT 8

**WELLS FARGO BUSINESS ELITE CARD**

Page 1 of 4

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN GEOFFREY JACOBS
Sub Account Number	4484 6100 0620 1746
Statement Closing Date	01/03/22
Next Statement Date	02/03/22

For Customer Service Call:
800-231-5511Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Monthly Spending Limit*	\$7,500
-------------------------	---------

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$3,332.94
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$3,332.94

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
12/07	12/08	2413746AMEJ822PBA	TST* GG'S WATERFRONT HOLLYWOOD FL		1,600.00
12/10	12/10	2469216AR2XX3R40P	AMZN Mkt US*XQ50U4ID3 Amzn.com/billWA		96.38
12/11	12/12	2401134AT000NT8PD	CANVA* I03266-12733123 HTTPSCANVA.CODE		119.99
12/14	12/15	2469216AW2X6A0YPK	APPLE.COM/BILL 866-712-7753 CA		0.99
12/18	12/19	2413746B0EJPD07K	TST* GG'S WATERFRONT HOLLYWOOD FL		1,000.40
12/20	12/21	2475542B33K23DE9T	OLLIES BARGAIN OUTLET 344WEST PALM BCHFL		349.47
12/20	12/22	2469216B32Y1ELZDV	PARTY CITY 315 HOLLYWOOD FL		86.62
12/21	12/22	2403454B3021R65PD	MARATHON PETRO49254 PEMBROKE PARKFL		46.99
12/21	12/23	2431605B4FZ4A9334	SHELL OIL 57544588601 MIRAMAR FL		32.10
01/03	01/03	000000000000COMPC	TOTAL PURCHASES	\$3,332.94	
			TOTAL	\$3,332.94	

All transactions detailed above have been billed to the company control account.

Wells Fargo News

The Business Elite Online Reporting® service that is currently housed on a third-party site has moved to Wells Fargo Online Banking. All previously saved reports on the third-party site must be downloaded and saved by 1/31/2022. Effective February 1, 2022 the reporting service will only be available through Wells Fargo Online Banking and you will no longer have access to reports that were saved on the previous site.

To access Business Elite card reports, sign on to Wells Fargo Business Online:

- Then select "Accounts"
- Under "Manage Cards", select "Business Credit Card Center"
- Then go to "Spending Reports"

Visit the Business Credit Card Center and start simplifying your expense tracking today.

See reverse side for important information.

OIG 22-007-M

EXHIBIT 9

Joy Brown

From: Geoffrey Jacobs
Sent: Friday, December 18, 2020 9:56 AM
To: Joy Brown
Subject: Fwd: We're processing your order W783056639

Thank you,

Mayor Geoffrey Jacobs

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
Office (954) 966-4600
GJacobs@tppl.gov

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From: Apple Store <your_order_US@orders.apple.com>
Sent: Monday, November 23, 2020 2:34:52 PM
To: Geoffrey Jacobs <gjacobs@tppl.gov>
Subject: We're processing your order W783056639



Thank you for your order.

We'll let you know when your items are on their way.

Your delivery date reflects no-contact safeguards put in place to protect employees, delivery partners, and customers. We appreciate your patience.

Order Number: W783056639

Ordered on: Nov 23, 2020

Items to be Shipped

Shipment 1

Ships: 1–2 business days

Delivers: Delivers Dec 7 - Dec 8 by Standard Delivery



Personalized AirPods Pro

\$249.00

Qty 1

\$249.00

Engravings

FREE

MAYOR GEOFFREY JACOBS

Shipping Address:

Mayor Geoff Jacobs

•••••••62

Town of Pembroke Park

3150 SW 52nd Avenue

Pembroke Park FL 33023

United States

Shipment Notifications:

gjacobs@tppfl.gov

Billing and Payment

Billing Contact:

Geoffrey Jacobs

•••••••62

gjacobs@tppfl.gov

Billing Address:

3150 SW 52nd Avenue

Pembroke Park FL 33023-5413

United States

Subtotal	\$249.00
Free Shipping	\$0.00
Estimated Tax	\$17.43
Order Total	\$266.43

Questions

When will I get my items?

The shipping estimates above tell you when your items are expected to arrive. As each item leaves our warehouse, we'll email you with delivery and tracking information.

Ordered more than one item? You'll get a separate email as each item ships. There are no additional shipping fees for these items.

How do I view or change my order?

Go to [Order Status](#), then sign in to add your order to your Apple ID. You can make changes to, return, or cancel eligible items there. To learn more about shipping, changing, or returning orders, please visit the [Help](#) page.

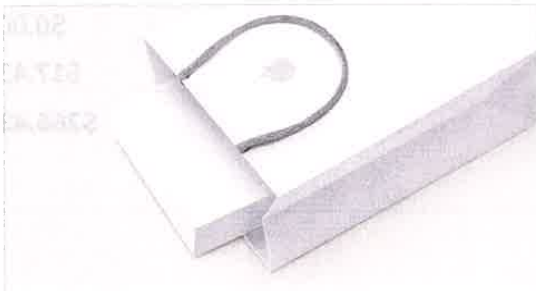
You can also call Apple Customer Service at 800-692-7753, Monday through Friday from 5:00 a.m. to 8:00 p.m. and Saturday and Sunday from 7:00 a.m. to 4:00 p.m. Pacific time. Please have your order number available.



Stay protected with an AppleCare plan.

Get extended hardware coverage and 24/7 technical support by adding an AppleCare plan to your recent purchase.

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[Find a Store](#)

[800-692-7753](#)

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OIG 22-007-M

EXHIBIT 10

JC/McFlag

BurgerFi
1955 E Hallandale Beach Blvd.
Hallandale, FL 33009
954.455.0536

Merchant ID :
TERMINAL ID : 1
Check # : 3045
Tab # : 0
Server : JEF
Cm : 103 Rashad
Acct Num : XXXXXXXXXX1746
Expiry Date : **/**
Card Type : VISA
Trans Type : PURCHASE
Trans Date : 4/28/2021
Trans Time : 1:06 PM
Entry Mode : Chip
Auth Code : 028326
Resp Code : 00
Mode : Issuer
ARC : A0000000031010
ARC : 00
TVR : 0000008000
TSI : E800
IAD : 06011203602002

TOTAL : USD\$ 42.04

00 APPROVED - THANK YOU 000

X _____
Signature
I Agree to pay total amount as
per the Card Issuer Agreement.
CUSTOMER COPY

103 Rashad F

Chk 30 JEF Gst 0
4/26/21 01:04PM

1 BAD Burger	8.77
1 Freestyle Soda	2.97
1 Kids Cheese Kids Fry Kids	7.97
Freestyle	
1 Jr BFi Cheese	6.47
1 Reg Fries Urban Style	5.67
1 Reg Fries	4.47
1 Freestyle Soda	2.97
AT028326 XXX1746	
Visa	42.04
Subtotal	39.29
Tax Total	2.75
Payment Made	42.04

THE BURGERFICATION OF
THE NATION HAS BEGUN!!



WELLS FARGO BUSINESS ELITE CARD
VISA

Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN
Sub Account Number	GEORGEY JACOBS
Statement Closing Date	02/03/21
Next Statement Date	03/03/21

Monthly Spending Limit* \$7,500

*Available funds are subject to the monthly spending limit and the available credit on the control account

Sub Account Summary

Purchases and Other Charges	\$908.87
Cash Advances	\$0.00
Credits	\$464.76
Statement Total	\$344.11

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
01/06	01/06	24403010706ALWIK	WELLS FARGO		326.25
01/06	01/19	24403010706ALWIK	WELLS FARGO		3.34
01/06	01/19	24403010706ALWIK	WELLS FARGO		73.18
01/14	01/17	740021002000000000	WELLS FARGO	324.25	
01/15	01/17	24403010706ALWIK	WELLS FARGO		99.00
01/19	01/20	24403010706ALWIK	WELLS FARGO		16.50
01/21	01/24	740021002000000000	WELLS FARGO	136.50	
01/23	01/25	24403010706ALWIK	WELLS FARGO		235.70
01/26	01/26	24403010706ALWIK	WELLS FARGO		32.70
02/03	02/03	000000000000000000	WELLS FARGO		

All transactions detailed above have been billed to the primary control account

Wells Fargo News

Take advantage of the features that come with Online Banking. Messages and alerts. Stay informed about your account with updates sent to your email or mobile phone. Wells Fargo Card Design Studio® service. Make your card as unique as your business. Customize your card design with this free service. Automatic Payments. Never miss a payment, avoid late charges and protect your credit rating.

 **Belldinni 36 in. x 80 in. Gina Gray Oak Finished Frosted Glass 5 Lite Solid Core Wood Composite Interior Door Slab No Bore**

\$328.26 1 \$328.26

Store SKU # 1004663325
Internet # 311029046

Pickup by: **Geoffrey Jacobs**

[Check Order Status](#)

Subtotal	\$328.26
Shipping	\$0
Sales Tax	\$0

Order Total **\$328.26**

 **SAVE \$5 NOW**
5 HOURS LATER

**SAVINGS DELIVERED
RIGHT TO YOUR INBOX**

[SIGN UP TODAY >](#)



SPECIAL BUY SAVINGS
WHILE SUPPLIES LAST
[SHOP ONLINE NOW >](#)

YOU MIGHT ALSO LIKE



36 in. x 80 in. Gina Gray Oak Finished Frosted Glass 5 Lite Solid Core Wood Composite Interior Door Slab No Bore
[Shop Now >](#)



18 in. x 80 in. Gina Gray Oak Finished Frosted Glass 5 Lite Solid Core Wood Composite Interior Door Slab No Bore
[Shop Now >](#)

 **\$5 OFF + SAVINGS**
TEXTED RIGHT TO
YOUR PHONE
**SIGN UP FOR
MOBILE ALERTS >**

Customer Information

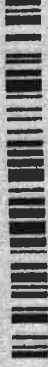
Geoffrey Jacobs 3150 SW 52nd Ave
(854) 529-0269 HOLLYWOOD, FL 33023
gjacobs@tcdn.gov



Will Call

Pickup Location

• The Home Depot #0115



Order # WM27911094

Order Date 12/23/2020

Item Description

01 36 in. x 80 in. Cedar Gray Oak Trimble; Frosted Glass 3/4 in. Solid Core Veneer Composite Interior
Door Sash No Bore

Qty
Previously
Released

SKU #

Qty
Remaining

Qty
Released

WM27911094

1



**How doers
get more done.**

1911 5 STATE RD 7, (754) 261-1300
HALL, FL 32003

0230 02/23/20 02/11/21 11:30 AM
CASHIER XET/DA

• 02/11/21 02/11/21 12:08 02/11/21 12:08

1004-1003 305 36 in. 30 10 01-1003 30

CENTRAL 1003 305 36

SALES TAX 1003 305 36

TOTAL 1003 305 36

REFUND 1003 305 36

REFUND CUSTOMER COPY

HOW ARE WE PUTTING IT TOGETHER

AVAILABLE IN 1003 305 36

CONCRETE IN 1003 305 36

ROAD IN 1003 305 36

Due to COVID-19, we have experienced our

returning orders of 1003 305 36

Please see immediately for details

DID WE NAIL IT?

Take a deep breath for a moment and

take a deep breath for a moment and

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Joy Brown

From: Geoff Aerolux <geoff@aerolux.net>
Sent: Friday, January 8, 2021 3:32 PM
To: Joy Brown
Subject: Fwd: PayByPhone Parking Receipt

Parking at the Broward county building. With the town car.

Geoffrey Jacobs

Begin forwarded message:

From: support@paybyphone.com
Date: January 8, 2021 at 2:25:38 PM EST
To: geoff@aerolux.net
Subject: PayByPhone Parking Receipt



PayByPhone Parking Receipt

CITY OF FORT LAUDERDALE, Fort Lauderdale,

Location Number:	82710
Location Name:	SW 1 AVENUE NORTH
License Plate:	X00475
Parking Started:	2021/01/08 2:24PM
Parking Expiry:	2021/01/08 11:25PM
Parking Cost:	\$3.85
	(including Service Fee)
Payment Method:	VISA *****1246
Transaction No:	652174781
Payment Date:	2021/01/08 2:24PM

Thank you for using PayByPhone

You can access a full list of all your parking transactions and update your profile at
paybyphone.com

If you're a smartphone user and haven't already, why not try our mobile web site at
m.paybyphone.com or our apps via the links below



© 2015 PayByPhone Technologies Inc.

MEETING
HR/CLEVA

Pol. CC, Staff, EVAS

Untoasted

3121 W HALLANDALE BEACH Jan 8, 2021
BLVD STE 101, 101 1:19 PM
Pembroke Park, FL 33009 Lab

5149

(954) 374-9072

www.untoasted.com

PURCHASE

Ticket: #41

Authorization 008480

Receipt DTMS

Visa Credit

AUS AD 00 00 00 03 10 10

FOR HERE

Burrito	\$15.99
Mixed Fruit (\$2.00)	
Omelette	\$11.99
Smoked Salmon Benedict	\$16.99
Pancakes	\$12.99
Subtotal	\$57.96
Sales Tax	\$4.66
Tip	\$11.16

Total \$73.18
Visa 1746 (Chip)

TOO PLANNED
MEETING
Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101 Jan 19, 2021
Pembroke Park, FL 12:48 PM
33009-5349
(954) 374-9072 Kevin
www.untoasted.com

PURCHASE

Ticket: #41

Authorization 019036

Receipt ZINC

Visa Credit

AUD AD 00 00 00 03 10 10

FOR HERE

Seaweed Salad	\$15.99
Eggs Benedict	\$12.99
Subtotal	\$28.98
Sales Tax	\$2.03
Tip	\$5.58
Total	\$36.59
Visa 1746 (Chip)	\$36.59

1/15/2021

Shopping Cart

Online Store Shopping Cart

Purchase Details				
Item	Price	Qty	Discount	Tax Shipping
2021 Congressional City Conference Member Early Rate	95.00	1.0000	0.00	2.00 0.00

Shopping Cart | Receipt

Thank you for your order. Your confirmation number is:

42454448018

172589

You may print this page for your records.

[Print this page](#)

Billing/Shipping Information

Customer name: Brown Joy - *Mayor Jarvis*

Email: jbrown@townofpembrokepark.com

Phone:

Shipping label: Joy Brown

Executive Assistant to Mayor & Commission

Town of Pembroke Park
3150 Sw 52Nd Ave
Pembroke Park, FL 33023-5413

Billing name: Brown Joy

Contact:

Billing label: Joy Brown

Executive Assistant to Mayor & Commission

Town of Pembroke Park

3150 Sw 52Nd Ave

Pembroke Park, FL 33023-5413

Payment Information

Sub Total: 99.00

Total Shipping: 0.00

Total Tax: 0.00

Total Discount: 0.00

Credits Applied: 0.00

Payments Previously
Applied: 0.00

Net total: 99.00

Net Applied: 0.00

Payment Amount: 99.00

Balance Due: 0.00

GG'S WATERFRONT BAR & GRILL

Date: 01.21.21

Time: 12:01

CC Refund

Keyed Batch Manager

Trans ID: 461996

Batch #: 4480

Sequence #: 1

Processor: NetEPay CreditCard

User: 9999

Card type: visa

Card #: xxxxxxxxxxxxx1746

Approval: 067717

Amount: 136.50

Tip: 0.00

Total: 136.50

ART-PICTURE FRAMES
FOR COMMISSIONERS

HOBBY LOBBY
Super Savings, Super Selection!

1750 S. Bearring St.
Dania Beach, FL 33004
Hobby Lobby Store #801 (254) 913-6615

S-801 R-4 1-8066 MARR 1/ SALE
105000000 Home Decor 43.36
105000000 Home Decor 26.39
COUPON CODE: 63297
40 % Off Coupon (43.99-17.50)
101500000 Frames
10 @ 14.99 ea 149.90

SUBTOTAL 220.22
TAX TOTAL 13.42
TOTAL 235.70

VISA
ACCOUNT # *****1746
AUTH# 023401
ACCT VISA
CARD # *****1746
REF # ***** AUTH #
173101231042 023401
AID: A000000301010
TSI: E800 AUC: 06 CUR 0840
FNR: 0080000000
APP: Visa Credit
LAD: 06011203A0202

No Signature

---Continued on Page 2---

STAFF: Meeting
Doubler/PP/PANICS

MI FONDITA CAFE
6059 JOHNSON STREET
HOLLYWOOD, FL 33024
954390583

ORDER: 24

Cashier: Alphonso

28-Jun-2021 2:09:27P

Transaction: 265995

3 Tamarind Tostada Rice \$20.97
of Beans
2 Salsas (Hotella) \$5.00
Suturana (Apple)

Subtotal \$25.97
Sales Tax 7% \$1.82

Total \$27.79
Tip \$5.00

CASH CASH SALE \$32.79

VISA 1746

28-Jun-2021 2:09:27P

6059 Johnson Street

MI FONDITA CAFE

6059 Johnson Street

Hollywood, FL 33024

Phone: 954-390-5833

MI FONDITA CAFE

6059 Johnson Street

Hollywood, FL 33024

Phone: 954-390-5833

954-390-5833



Order #01010507114
Payment #2104878 JTVNEL

Order Privacy Policy
https://www.com/privacy

Admin - 21.86
Commission - 10.93



WELLS FARGO BUSINESS ELITE CARD



Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN		
Sub Account Number	GEOFFREY JACOBS		
Statement Closing Date	03/03/21		
Next Statement Date	04/02/21		
Monthly Spending Limit*	\$7,500		

*Available funds are subject to the monthly spending limit and the available credit on the credit account.

Sub Account Summary

Purchases and Other Charges	\$143.29
Cash Advances	\$0.00
Credits	\$0.00
Statement Total	\$143.29

The transactions detailed reflect activity on this card number only. The company credit account has been billed for all transactions. Payment information requires to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
02/25	02/25	24443001THEWYDGBJ	NA.GORPENS.COM PHOTOCOPYING		04.41
02/25	02/25	24462151P2XXWLEWJ	2X2 UNIFORMS		02.88
03/03	03/03	00000000000000000000	TOTAL PURCHASES		\$143.29
			TOTAL		\$143.29

All transactions detailed above have been billed to this company credit account.

Wells Fargo News

Take advantage of the features that come with Online Banking Messages and alerts. Stay informed about your account with updates sent to your email or mobile phone. Wells Fargo Card Design Studio® service. Make your card as unique as your business. Customize your card design with this free service. Automatic Payments. Never miss a payment. Avoid late charges and protect your credit rating.

See reverse side for important information.

*Di:ce
Jeezy/Chief*

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, N01
Pompano Park, FL
33069-5749
954-374-9272
www.untoasted.com

Feb 25, 2021
12:13 PM

Chris

PURCHASE

Ticket #41
Authorization 025327
Receipt from

FOR HERE

Local Tax	
Grilled Chicken Sandwich	\$2.75
Hamburger Burger	\$15.99
Subtotal	
Sales Tax	\$2.43
Tip	\$5.69

Total
Visa 1746 (Swipe) **\$43.85**
\$43.85

Joy Brown

From:
Sent:
To:
Subject:

Geoffrey Jacobs <grjacobsaz@gmail.com>
Tuesday, March 2, 2021 2:10 PM
Joy Brown

Fwd: Delivered confirmation: Your order #23777201321618 is delivered

Geoffrey Jacobs
954-477-1434

Begin forwarded message:

From: Walgreens <info@emails.photo.walgreens.com>
Date: March 2, 2021 at 1:33:26 PM EST
To: grjacobsaz@gmail.com
Subject: Delivered confirmation: Your order #23777201321618 is delivered
Reply-To: Walgreens <dontreply@emails.photo.walgreens.com>

Commission
Portraits

Thanks for choosing Walgreens Photo

Walgreens

Pharmacy & Health | Photo | Shop Products | Find Store 

[Sign In or Register](#)

Your order has been delivered.

Hi geoffrey,

Your Walgreens Photo order has been delivered. We hope you love it and hope to see you soon!

Your Walgreens Photo order has been delivered. We hope you love it and hope to see you soon!

Items in the order may ship separately. Track your package(s) below.

Track Your Package

Photo Order Information

Order Number: 23777201321618

Order Date: 2/25/2021

Delivery Date: 3/2/2021

Shipping Address

Geoffrey Jacobs
3150 SW 52nd Ave
Hollywood, FL 33023-5413
US

Shipping Information

Method: Express Local Delivery

Receipt Summary

Qty	Item	Price
2	11x14 Poster	\$21.95
2	11x14 Poster	\$21.95
2	11x14 Poster	\$21.95
2	11x14 Poster	\$21.95
Subtotal		\$87.90
Shipping & Handling		\$4.95
Tax		\$6.52
Total		\$99.43

Smiles,

The Walgreens Photo Team

Satisfaction is 100% guaranteed
Learn about our return & refund policy here
Call toll-free (866) 264-2910
24 hours a day, 7 days a week

Same Day Pickup

Select photo products, ready in
store in about an hour

[Learn More](#) ▶

Ship to you

We deliver to just about
anywhere in the U.S.

[Learn More](#) ▶

Self checkout

0013 S.M.R.S

CLUB MANAGER R1979031010

(955) 431 455

02/05/12 11:44 8074 00177 055 Z696

WIDOWAR, J

Jay

E	980003811	FACTORY FAV	15.38	E
E	50150	SKI/STIRBURSF	16.38	E
E	50150	SKI/STIRBURSF	16.38	E
E	980003811	FACTORY FAV	15.38	E
E	948851	LANCCHEDDAR	5.85	E
E	340855	LANCETORSTYF	5.85	E
E	387326	LPIPEACHTERF	8.98	E
E	387326	LPIPEACHTERF	8.98	E
E	980185474	PLSW18-52 F	12.98	E
E	980185474	PLSW18-52 F	12.98	E
E	781149	PEPSI 36CM F	10.98	E
E	781149	PEPSI 36CM F	10.98	E
E	699011	CANDRY 24PK	6.88	E
E	699011	CANDRY 24PK	6.88	E
E	699011	CANDRY 24PK	6.88	E
E	57853	LIPION 88M F	8.98	E
E	624182	DT COKE 35PF	12.32	E
E	624182	DT COKE 35PF	12.32	E
E	622121	COKE 35PK F	12.32	E
E	699004	AW 24PK F	6.88	E
E	699004	AW 24PK F	6.88	E
E	699004	AW 24PK F	6.88	E
E	449777	SUGAR IN BAF F	7.67	E
E	622121	COKE 35PK F	12.32	E
E	514890	ZEDVHNTLLSF	4.98	E
E	402291	DECOLSS100CF	28.98	E
E	134973	NEUSPORIN	10.98	E
E	980301542	HH WIPES	2.24	E
E	980301542	HH WIPES	2.24	E
E	980301542	HH WIPES	2.24	E
E	138273	PALMOLIVE	7.98	E
E	980308124	LYSOLSPK	12.74	E
E	980302125	TRIPLE ACT	15.98	E
E	989541	TEARAB 3PK F	8.97	E
E	980281652	RAND-110	10.98	E
E	980109438	CASHENS	11.98	E
E	980109489	DELUXE MIXEF	11.98	E
E	980109489	DELUXE MIXEF	11.98	E
E	980101082	EL PEANUTS F	4.98	E
E	980101082	EL PEANUTS F	4.98	E
E	980109438	CASHENS	11.98	E
E	980109438	CASHENS	11.98	E
E		SUBTOTAL	426.92	

Visa Credit
TOTAL 426.92
VISA TEND 426.92
**** **** **** 8442 I 1

APPROVAL # 005285
AID 8000000031010
ARC 81F5C5F879298685
TERMINAL # SC010717

CHANGE DUE 0.00
DISTRIBUTOR NUMBER: WDE1600359

Job License: WDE1600360

Visit samsclub.com to see your savings

ITEMS JUL 42

TC# 4408 8016 9935 6781 5830 7



*** MEMBER COPY ***



WELLS FARGO BUSINESS ELITE CARD
VISA

Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN JOY BROWN
Sub Account Number	
Statement Closing Date	04/02/21
Next Statement Date	05/03/21

For Customer Service Call:
800-231-5511

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Monthly Spending Limit*	\$10,000
-------------------------	----------

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$2,531.66
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$2,531.66

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Important Information

THE ENCLOSED CUSTOMER AGREEMENT HAS IMPORTANT CHANGES TO SOME OF THE TERMS AND CONDITIONS ASSOCIATED WITH YOUR ACCOUNT. PLEASE KEEP THIS AGREEMENT FOR YOUR RECORDS AS IT REPLACES ALL VERSIONS THAT WERE PREVIOUSLY SENT. THANK YOU FOR CHOOSING WELLS FARGO.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
03/16	03/18	247893020Q358D62VH	OTC BRANDS INC		656.97
03/18	03/21	24789302EQETQD23S	OTC BRANDS INC		279.98
03/23	03/24	24445002K00NES141	DOLLAR TREE		298.00
03/23	03/24	24445002K00NES16A	DOLLARTREE		250.00
03/24	03/25	24228382LBLH1XRQX	WAL-MART #1851		54.94
03/24	03/25	24445002L00NRFRTJ	DOLLAR TREE		557.25
03/30	03/31	24228382S2LR8VEXY	SAMSCUB #8173		434.52
04/02	04/02	000000000000COMPC	TOTAL PURCHASES		
			TOTAL	\$2,531.66	

All transactions detailed above have been billed to the company control account.

Wells Fargo News

Take advantage of the features that come with Online Banking:

Messages and alerts: Stay informed about your account with updates sent to your email or mobile phone. Wells Fargo Card Design Studio® service: Make your card as unique as your business. Customize your card design with this free service.

Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information.

Account

Wish List

Orders

1-800-875-8480

Live Chat

Enter Keyword or Item #

Catalog Quick Order 100% Lowest Price Guarantee 100% Happiness Guarantee

Family Supplies

Holidays & Events

Toys & Games

Crafts

Teaching Supplies

Wedding Religious Items

Easter Personalized Sale

Enter Sale - up to 50% off
The Fun is On! Save on Easter Now!

St. Patrick's Day - up to 50% off
Save on St. Pat's Party Supplies, Crafts & Toys!

Ultimate FUN Sale - up to 65% off
Big Savings on Toys, Candy, Accessories & More!

Activity Kits - Save up to 20%
Value, Convenience and Family FUN!

Order Receipt

THANK YOU!

Your order has been received. Next you will receive the following messages about this order:
Confirmation email with order details within 24 hours.
Shipping confirmation email with tracking information.
If you have any questions about your order, please contact us at 1-800-875-8480 or email us at orders@funrental.com
Please keep your order number handy and print this page for future reference.

Order Number: 708583281

Placed On: 3/12/21

Shipping

Payment

Order Summary

Joy Brown
c/o Town of Pembroke Park
3150 SW 52nd Ave
HOLLYWOOD, FL 33023
United States
(954) 966-4600
STANDARD:
\$FREE
Estimated Delivery Date:
Mar 19, 2021
In order to deliver your order as soon as possible, your order may be shipped in multiple packages.

Joy Brown
c/o Town of Pembroke Park
3150 SW 52nd Ave
HOLLYWOOD, FL 33023
United States
954-966-4600
jbrown@tppfl.gov
Visa
XXXX-XXXX-XXXX-8442
08/23
Your credit card will be billed as OTC
Brands, Inc.

Item Count: 93
Subtotal: \$656.97
Shipping: \$65.70
Shipping Discount: -\$65.70
Sales Tax: \$0.00
ORDER TOTAL: \$656.97

Cart

93 Item(s)

QTY	PRICE	TOTAL
2	\$49.99	\$99.98

Bulk Candy Assortment - 1000 Pcs.
#5/1651
1000 Piece(s)
Est Delivery: Mar 19, 2021

Account

Wish List

Orders

1-800-875-8480

Live Chat

Enter Keyword or Item #

Catalog Quick Order 110% Lowest Price Guarantee 100% Happiness Guarantee

Party Supplies

Holidays & Events

Toys & Games

Crafts

Teaching Supplies

Wedding Religious Items

Easter Personalized Sale

Easter Sale- up to 50% off
The Hunt's On! Save on Easter Now!

National Craft Month Sale- up to 50% off
Save on Craft Supplies, Craft Kits & More!

Health & Safety Sale- up to 50% off
Savings on Face Masks, Hand Sanitizer & More PPE!

Activity Kits- Save up to 20%
Value, Convenience and Family FUN!

FREE SHIPPING ON ANY ORDER

PRINT

Order Receipt

THANK YOU!

Your order has been received. Next you will receive the following messages about this order:

Confirmation email with order details within 24 hours.

Shipping confirmation email with tracking information.

If you have any questions about your order, please contact us at 1-800-875-8480 or email us at orders@oriental.com

Please keep your order number handy and print this page for future reference.

Order Number: 708682116

Placed On: 3/17/21

Shipping

Payment

Order Summary

JOY BROWN
c/o TOWN OF PEMBROKE PARK

3150 SW 52ND AVE
HOLLYWOOD, FL 33023
United States
954-966-4600
STANDARD:
\$FREE
Estimated Delivery Date:
Mar 23, 2021
In order to deliver your order as soon as possible, your order may be shipped in multiple packages.

JOY BROWN
c/o Town of Pembroke Park

3150 SW 52nd Ave
HOLLYWOOD, FL 33023
United States
954-966-4600
jbrown@tppl.gov
Visa
XXXX-XXXX-XXXX-8442
08/23
Master
Your credit card will be billed as OTC Brands, Inc.

Item Count: 62
Subtotal: \$294.98
Shipping: \$29.50
Shipping Discount: -\$29.50
Discount: -\$15.00
Sales Tax: \$0.00
ORDER TOTAL: \$279.98

Cart

62 Item(s)

Plastic Yellow Easter Grass
#13723789
12 Piece(s)

20

\$7.99
\$6.37

20% OFF
\$127.40

formally.

Store# 7976
6812 Miramar Parkway
Miramar FL 33023-6003
(754) 236-8294

Store# 4840
1959 S State Road 7
West Park FL 33023-6733

Sub Total \$250.00
SALES TAX \$0.00
Total \$250.00
Visa Credit *****8442 \$250.00
Purchase Approved
Chip
Auth/Trace Number: 023725/030319
Chip Card AID: 4444444444444444

NOW SHOP ON-LINE AT DOLLARTREE.COM

 * We will gladly exchange any unworned item *
 * with original receipt. We do not offer refunds. *

6365 07976 03 040 21562987
Sales Associate: Sarah
3/23/21 11:19

Sub Total	\$298.0
SALVS TAX	\$0.0
Total	\$298.0
Visa Credit	\$298.0
*****8442	Approve
Purchase	Chip
Auth/Trace Number:	02300370E

Easter Event

Give us feedback @ survey.walmart.com
Thank you! ID #: 70BFH6N1D9H



954-726-3388 Mr. JEREMY
7900 W MCNAB RD
NORTH LAUDERDALE, FL 33068
ST# 01851 DP# 003322 TEN 01 TR# 02230
EAS MEGA BAG 00340009903 F 24.98 0
SPK/TWIZ MIX 003400047911 F 14.98 0
SPK/TWIZ MIX 003400047911 F 14.98 0
SUBTOTAL 54.94
TOTAL 54.94
VISA TEND ***** 8442 I 1

Visa Credit
APPROVAL # 024620
REF # 108400440823
TRANS ID - 301084019121697
VALIDATION - 4JGM
PAYMENT SERVICE - E
ATO A0000000031010
CAC 622A268446087ED5
TERMINAL # SC010122
03/24/21 20:31:51 0.00
ITEMS SOLD 3
CHANGE DUE

TCH 2140 2948 4666 0176 609



Introducing Walma

Join today at walmart.com/plu

03/24/21 20:32:03
CUSTOMER COPY

Easter Event



Store# 4840
1959 S State Road 7
West Park FL 33023-6733
(954) 266-1425

DESCRIPTION	QTY	PRICE	TOTAL
YELLOW BUNNIES PEEPS 4CT 1.52	24	1.00	24.00N
PEEPS 5CT PINK CHICKS 1.52	24	1.00	24.00N
PEEPS 5CT PINK CHICKS 1.52	48	1.00	48.00N
PEEPS 5CT YELLOW CHICKS 1.52	96	1.00	96.00N
PEEPS 5CT BLUE CHICKS 1.52	24	1.00	24.00N
EASTER FLOPPY PALS 9IN		1.00	1.00N
EASTER FLOPPY PALS 9IN		1.00	1.00N
SQUISHY PALS 5.75IN		1.00	1.00N
ND PLUSH BUNNY ASTD PDD 9.11		1.00	1.00N
EA BIG FOOT PALS (ENB EYES) 6IN		0.25	0.25N
EA BIG FOOT PALS (ENB EYES) 6IN		1.00	1.00N
EA BIG FOOT PALS (ENB EYES) 6IN		1.00	1.00N
EASTER FLOPPY PALS 9IN		1.00	1.00N
ND DTD PLUSH BUNNY 9IN		1.00	1.00N
ND DTD PLUSH BUNNY 9IN		0.25	0.25N
EA BIG FOOT PALS (ENB EYES) 6IN		1.00	1.00N
ND PLUSH BUNNY ASTD PDD 9IN		0.25	0.25N
EASTER BIG HEAD PALS 6IN		1.00	1.00N
EASTER FLOPPY PALS 9IN		1.00	1.00N
EASTER BIG HEAD PALS 6IN		1.00	1.00N
ND PLUSH BUNNY ASTD PDD 9IN		0.25	0.25N
COLORFUL BUNNY 7		1.00	1.00N
EASTER BIG HEAD PALS 6IN		1.00	1.00N
EASTER FLOPPY PALS 9IN		1.00	1.00N
EASTER BIG HEAD PALS 6IN		1.00	1.00N
EASTER BIG HEAD PALS 6IN	100	1.00	100.00N
	224	1.00	224.00N
Sub Total		\$557.25	
SALES TAX		\$0.00	
Total		\$557.25	
Visa Credit		\$557.25	
*****8442		Approved	
Purchase		Chip	
Auth/Trace Number: 024912/030494			
Chip Card RID: H000000001010			

**** Tax Exempt ****
ID #: 0580127396533

NOU SHOP ON-LINE AT DOLLARTREE.COM

* We will gladly exchange any unopened item *
* with original receipt. We do not offer refunds. *

6007 04840 03 031 21 33946 3/24/21 14:20
Sales Associate:CAHLE



WELLS FARGO BUSINESS ELITE CARD
VISA

Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN GEOFFREY JACOBS
Sub Account Number	4484 6100 0620 1746
Statement Closing Date	05/03/21
Next Statement Date	06/03/21
Monthly Spending Limit*	\$7,500

For Customer Service Call
800-231-5511
Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$461.44
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$461.44

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans Post	Reference Number	Description	Credits	Charges
04/05	04/06	2478082308PP9FKY		319.00
04/14	04/15	2469216382XNOK60A		45.85
04/27	04/28	24692163M2X9JDF2X		54.59
04/28	04/30	24943003PP5S8AB5A		42.04
05/03	05/03	0000000000000000COMPC		
		TOTAL PURCHASES	\$461.44	
		TOTAL	\$461.44	

All transactions detailed above have been billed to the company control account.

Wells Fargo News

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Wells Fargo Card Design Studio® service. Make your card as unique as your business. Customize your card design with this free service.
Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information.

5596 0028 VT6 1 7 2 210503 0 PAGE 1 of 2 1 0 3258 1000 ELA3 01095596 28713

The transactions detailed on this statement are for informational use only.

Sub Account Number 4484 6100 0620 1746
No Payment is due on this Sub Account

000000000000000044846100062017466

Print address »



Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	11.240%	0.0079%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	23.990%	0.0572%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Summary of Sub Account Usage

Name	Sub Account Number Ending In	Monthly Spending Cap	Spend This Period
HOWARD P CLARK JR	6836	7,500	\$0.00
GEORGINA COHEN	6844	7,500	\$0.00
GEOFFREY JACOBS	1746	7,500	\$461.44
REYNOLD DIEUVEILLE	1753	7,500	\$0.00
JUAN C JIMENEZ	8426	25,000	\$679.50
HARRY TAUBENFELD	8434	25,000	\$1,218.46
JOY BROWN	8442	10,000	\$236.19
MYRIAM JACQUES	8459	10,000	\$1,775.57
MARK PAKULA	8474	2,000	\$0.00

Transaction Details

The transactions detailed on this Consolidated Billing Control Account Statement contain transactions made directly to this Control Account plus all transactions made on Sub Accounts. If there were no transactions made by a Sub Account that Sub Account will not appear.

Trans Post Reference Number Description Credits Charges

04/27 04/27 F3269003M000AF117 *FINANCE CHARGE* CASH ADVANCE REFUND 72.27
 04/27 04/27 F3269003M000AL117 REFUND OF LATE FEES 39.00
 04/27 04/27 74484813M2237Z3E4 Phone Payment 117CP9290 8,354.85
 TOTAL 4484610006048602 \$8,466.12

Transaction Summary For GEOFFREY JACOBS

Sub Account Number Ending In 1746
 04/05 04/05 2478062308PQP9FKY NOBLES CUSTOM JOCKEY A DAVIE FL 319.00
 04/14 04/14 2489216382XNOK80A SQ *UNTOASTED Hallandale Be FL 45.85
 04/27 04/27 24892163M2X9JDF2X SQ *UNTOASTED Hallandale Be FL 54.55
 04/28 04/28 24943003PPSSABSA BURGERFI-HALLANDALE HALLANDALE BE FL 42.04
 TOTAL \$461.44
 GEOFFREY JACOBS / Sub Acct Ending In 1746

Transaction Summary For JUAN C JIMENEZ

Sub Account Number Ending In 8426
 04/15 04/15 24801973AL38NM00F FLORIDA CITY AND COUNTY 850-222-9884 FL 450.00
 04/16 04/16 24755642384QNEV2TJ HILTON BONNET CREEK 407-5973600 FL 229.50
 TOTAL \$679.50
 JUAN C JIMENEZ / Sub Acct Ending In 8426

Transaction Summary For HARRY TAUBENFELD

Sub Account Number Ending In 8434
 04/06 04/06 2421073302DKD4D82 NOTARY PUBLIC 800-821-0821 FL 115.03
 04/08 04/08 2489216322X79FBXN AMZN Mktp US *X38BY3QC3 Amzn combill WA 88.86
 04/09 04/09 2489216332XLYB8P1 NNA SERVICES LLC 800-876-8827 CA 241.03
 04/13 04/13 249430037LQE707N4 ADOBE PS CREATIVE CLD 800-443-8158 CA 135.96

BNJ NOBLE, INC.
5408 STIRLING ROAD
DAVIE, FL 33314

Invoice

Date	Invoice #
4/5/2021	21643

0403202021
1111111111

Bill To	Ship To
TOWN OF PEMBROKE PARK DIERDRE DAVIS 3150 SW 52 AVE. PEMBROKE PARK, FL 33023	

CUSTOMERS NAME	PO#	PHONE NUMBER

Qty	Item	Description	Rate	Amount
5	CS410	CornerStone® - Select Snag-Proof Tactical Polo - BLACK (2XL) DAVIS, C H.	27.00	135.00T
1	CS410	CornerStone® - Select Snag-Proof Tactical Polo - BLACK (XL) MAYOR	25.00	25.00T
6	L CHEST	PEMBROKE PARK BADGE	9.00	54.00T
5	R CHEST	D. HOWARD	5.00	25.00T
1	R CHEST	CHIEF OF POLICE	5.00	5.00T
1	DIGITIZE	G. JACOBS	45.00	45.00T
2	C821	MAYOR	6.00	12.00T
2	EMBROIDERY	P.A. HAT - BLACK MAYOR & CHIEF Comm.	9.00	18.00T
		TOWN OF PEMBROKE PARK (GOLD) DAVIS		

PLEASE MAKE CHECKS TO:
BNJ NOBLE INC
(Custom designs and items that are custom cut to orders are non-refundable)

police dept -259.00
comm- 60.00

Subtotal	\$319.00
Sales Tax (0.0%)	\$0.00
Total	\$319.00
Payments/Credits	-\$319.00
Balance Due	\$0.00

Phone #	E-mail
(954) 987-1040	nobleuniforms@gmail.com

601-917-9415
Kevin

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Pines, FL
33009-5149
(954) 374-9072
www.untoasted.com

Apr 14, 2021
11:32 AM

Kevin

PURCHASE

Ticket: #40
Authorization 014392
Receipt rRX

Visa Credit

AID A0 09 00 00 03 10 10
ATC 0038
PSN 01

FOR HERE

Coffee x 2	\$7.00
Banana Dulce de Leche	\$14.99
Eggs Benedict	\$13.99
Subtotal	\$35.98
Sales Tax	\$2.88
Tip	\$6.99
Total	\$45.85
Visa 1746 (Chip)	\$45.85

THANK YOU FOR CHOOSING UNTOASTED!

601-917-9415
Kevin

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-5149
(954) 374-9072
www.untoasted.com

Apr 27, 2021
3:50 PM

Chris

PURCHASE

Ticket: #41
Authorization 027543
Receipt hMak

Visa Credit

AID A0 00 00 00 03 10 10
ATC 0039
PSN 01

FOR HERE

Iced Tea	\$2.75
Fresh Lemonade Strawberry	\$6.50
Steak and Eggs	\$19.99
Hangover Burger	\$16.99
Subtotal	\$46.23
Tip	\$8.32
Total	\$54.55
Visa 1746 (Chip)	\$54.55

THANK YOU FOR CHOOSING UNTOASTED!

TC/Meatbag
BurgerFi
1955 E Hialeah Blvd.
Hialeah, FL 33009
354.455.0536

Merchant ID

TERMINAL ID : 1

Check # : 0000

Card : VISA

Exp : 0

Card : JEF

Card : 103 KUSD

Card : XXXXXXXXXXXX1746

Expiry Date : **/**

Card Type : VISA

Trans Type : PURCHASE

Trans Date : 4/28/2021

Trans Time : 1:06 PM

Entry Mode : Chip

Auth Code : 028326

Resp Code : 00

Mode : Issuer

ARC : A0000000031010

TVR : 00

TSI : 0000008000

IAID : E800

IAID : 06011203602002

TOTAL : USD\$ 42.04

00 APPROVED - THANK YOU 000

X

Signature

I Agree to pay total amount as
per the Card Issuer Agreement.

CUSTOMER COPY

103 Pa F
Chk : JEF
Date : 28/21 01:04PM
Gst 0

1 BAD Burger 8.77
1 Freestyle Soda 2.97
1 Kids Cheese Kids Fry Kids 7.97
Freestyle
1 Jr Bfi Cheese 6.47
1 Reg Fries Urban Style 5.67
1 Reg Fries 4.47
1 Freestyle Soda 2.97
AT028326 XXX1746
Visa 42.04

Subtotal 39.29
Tax Total 2.75
Payment Made 42.04

THE BURGERIFICATION OF
THE NATION HAS BEGUN!!

PEMBROKE PARK account ending 5802
Page 4 of 4

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
Transaction Summary For JOY BROWN					
Sub Account Number Ending In 8442					
05/08	05/08	24445003Z5SBMW64T	GFS STORE #0670 HOLLYWOOD FL		27.98 ✓
05/13	05/13	24445004BBLN25XVY	SAMS CLUB #8173 MIRAMAR FL		785.30 ✓
05/15	05/15	24445004BBLN25XVY	SAMS CLUB #8173 MIRAMAR FL		185.25 ✓
05/15	05/15	247445548D331TKTF	EL TAMARINDO RESTAURANT HALLANDALE FL		490.53 ✓
05/15	05/15	249430048RQEBVB00	DUNKIN #301527 MIRAMAR FL		50.85 ✓
05/24	05/24	24226364H2L1R1EPYW	SAMSClub #8173 MIRAMAR FL		55.98 ✓
05/24	05/24	24692164H2XTSL6TG	PARTY CITY 332 CORAL SPRINGS FL		25.65 ✓
05/25	05/25	24137464J0187EPKT	PUBLIX #187 MIRAMAR FL		26.97 ✓
05/26	05/26	24137464KSSDLQXDR	HOBBY-LOBBY #831 DANIA BEACH FL		10.69 ✓
06/02	06/02	24011344T00145QIN7	CANVA* 03074-13164814 HTTPSCANVA.OO DE		12.99 ✓
TOTAL				\$1,652.20	
JOY BROWN / Sub Acct Ending In 8442					

Transaction Summary For MYRIAM JACQUES

Sub Account Number Ending In 8459					
05/11	05/11	241374644EJE2TYJ3	OFFICEMAX/DEPOT 6143 HALLANDALE FL		18.18 ✓
05/11	05/11	24412954300177F5S	AMERICAN PUBLIC WORKS 818-472-6100 MO		360.00 ✓
05/12	05/12	24692164S2XN7PHH8	IN "LYNX US CORP 305-793435 FL		180.08 ✓
05/13	05/13	247554245JM984KPN	CORPORATE CATERERS MIAMI MIAMI FL		509.60 ✓
05/13	05/13	247554246JM9K5BVR	CORPORATE CATERERS MIAMI MIAMI FL		85.00 ✓
05/18	05/18	244821544LSQBTZKE	EB INDUSTRIES VERDES 801-413-7200 CA		12.24 ✓
05/20	05/20	24692164C2XNNTDRK	AMZN Mktp US*2R1T08FF0 Antzn.com/ill WA		229.00 ✓
05/26	05/26	244939984J5SN6LY3X	THE BBQ DEPOT 9549830451 FL		40.00 ✓
TOTAL				\$1,434.02	
MYRIAM JACQUES / Sub Acct Ending In 8459					

Transaction Summary For MARK PAKULA

Sub Account Number Ending In 8474					
05/12	05/12	2443069442DKBQX01	DMT DELL K-12/GOVT 800-981-3355 TX		1,235.00 ✓
05/12	05/12	2469216442XANKB4Z	IDU*INSIGHT PUBLIC SEC 800-INSIGHT AZ		292.30 ✓
05/14	05/14	24429064701Q2RL1Z	GUANABANAS RESTAURANT JUPITER FL		90.18 ✓
05/14	05/14	249430046LQKGSZN9	ADOBE PS CREATIVE CLD 800-443-8158 CA		189.95 ✓
TOTAL				\$1,787.35	
MARK PAKULA / Sub Acct Ending In 8474					

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Wells Fargo Card Design Studio® service: Make your card as unique as your business. Customize your card design with this free service.

Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.



PayByPhone Parking Summary Details

Vehicle	P02983
Location	82530
Parking started	5/6/2021, 2:50 PM
Expired	5/6/2021, 5:50 PM
Amount paid	\$9.27

Thank you for using PayByPhone.

You can access a full list of all your parking transactions and update your profile at paybyphone.com.

Joy Brown

From:
Sent:
To:
Subject:

Apple <no_reply@email.apple.com>
Thursday, May 6, 2021 2:08 PM
Geoffrey Jacobs
Your receipt from Apple.



Receipt

Save 3% on all your Apple purchases with Apple Card.¹ Apply and use in minutes²

APPLE ID
gjacobs@tppfl.gov

DATE
May 6, 2021

ORDER ID
MV6866H1Y8

DOCUMENT NO.
200433780051

BILLED TO
Visa ... 1746 (Apple Pay)
Geoffrey Jacobs
3150 SW 52nd Avenue
Pembroke Park, FL 33023
USA

App Store



Roadtrippers - Trip Planner
Roadtrippers Plus - Annual (Yearly)
Renews May 6, 2022

[Report a Problem](#)

\$29.99

TOTAL

\$29.99



Save 3% on all your Apple purchases.



Apply and use in minutes

1

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
Transaction Summary For JOY BROWN					
Sub Account Number Ending In 8442					
08/03	08/04	24226384V2LRGFEF0	SAMSCULB #8173 MIRAMAR FL		325.69
08/03	08/04	24445004VBLNAV9QY	SAMS CLUB #8173 MIRAMAR FL		116.19
08/03	08/04	24445004VSSBR7723	GFS STORE #0870 HOLLYWOOD FL		301.88
08/11	08/11	245593032568KH3BX	FLORIDA POLICE CHIEFS 850-2193831 FL		210.00
08/15	08/15	242316857PE5L59KM	SEMINOLE HARD ROCK HTL 9543277559 FL		304.25
08/18	08/18	24137465AHF3AEPH1	PUBLIX #167 MIRAMAR FL		21.95
08/23	08/23	24435655FLEP4K6DF	RESTAURANT DEPOT DAVIE FL		98.27
08/23	08/23	24435655FLEP4K6GA	RESTAURANT DEPOT DAVIE FL		160.21
08/25	08/25	24226388H2LR3JPTQ	SAMSCULB #8173 MIRAMAR FL		89.53
08/25	08/25	24226388H2LR3MES8	SAMSCULB #8173 MIRAMAR FL		51.04
08/28	08/25	24445005JSSA25XR	GFS STORE #0870 HOLLYWOOD FL		76.25
08/28	08/26	24943005JROEBKRDY	DUNKIN #301627 MIRAMAR FL		68.92
07/01	07/01	24231685FP6GDLVP.	SEMINOLE HARD ROCK HTL FT LAUDERDALE FL		234.25
			TOTAL	\$2,067.53	
			JOY BROWN / Sub Acct Ending In 8442		

Transaction Summary For MYRIAM JACQUES

Sub Account Number Ending In 8459					
08/09	08/09	244939585080VLAQYV	MAR PINES NURSERY HOLLYWOOD FL		700.00
08/10	08/10	244939585160VLD2KQ	MAR PINES NURSERY HOLLYWOOD FL		350.00
08/20	08/20	2443106532DYHLVTQ	AMZN MKTP US*2194H7A50 AM ANZLN.COM/BILL WA		279.49
08/23	08/23	24492155ELWDEPA8M	EB PESTICIDE APPLICAT 801-419-7200 CA		33.48
08/23	08/23	24492155EJMNFXSTZ1	EB PESTICIDE APPLICAT 801-419-7200 CA		33.48
08/23	08/23	24492155EJMNFX03Y2	EB PESTICIDE APPLICAT 801-419-7200 CA		33.48
08/24	08/24	24137465GWH1FP9F1	PUBLIX #167 MIRAMAR FL		80.72
08/24	08/24	74431085F2D9K8LXL	AMZN MKTP US AMZN.COM/BIL ANZLN.COM/BILL WA	130.00	
08/25	08/25	24122556J0VZ7GTY	ANTONIOS PIZZERIA MIRAMAR FL		77.31
08/25	08/25	249430055HQEBVM2Y	DUNKIN #301627 MIRAMAR FL		14.71
			TOTAL	\$1,472.61	
			MYRIAM JACQUES / Sub Acct Ending In 8459		

Transaction Summary For MARK PAKULA

Sub Account Number Ending In 8474					
08/10	08/10	2443099512DAAQBL1	DMR* DELL K-12GOVT 800-991-3355 TX		203.00
08/13	08/13	249430054LQJWDY7H	ADOBE PS CREATIVE CLD 800-443-8168 CA		169.95
08/18	08/18	249430057LQK3JJFH	ADOBE IL CREATIVE CLD 800-443-8158 CA		30.19
08/18	08/18	249430057LQK3KPYK	ADOBE PS CREATIVE CLD 800-443-8158 CA		30.19
08/23	08/23	24943016F09FHVVK9	THE HOME DEPOT #0285 HOLLYWOOD FL		110.18
			TOTAL	\$543.49	
			MARK PAKULA / Sub Acct Ending In 8474		

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Rate Information

Your rate may vary according to the terms of your agreement

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	11.240%	0.03079%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	23.990%	0.06572%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Summary of Sub Account Usage

Name	Sub Account Number Ending In	Monthly Spending Cap	Spend This Period
HOWARD P CLARK JR	6836	7,500	\$0.00
GEORGINA COHEN	6844	7,500	\$0.00
GEOFFREY JACOBS	1746	7,500	\$510.24
REYNOLD DIEUVEILLE	1753	7,500	\$0.00
JUAN C JIMENEZ	8426	25,000	\$1,098.50
HARRY TAUBENFELD	8434	25,000	\$3,871.10
JOY BROWN	8442	10,000	\$2,057.63
MYRIAM JACQUES	8459	10,000	\$1,472.61
MARK PAKULA	8474	2,000	\$543.49

Transaction Details

The transactions detailed on this Consolidated Billing Control Account Statement contain transactions made directly to this Control Account plus all transactions made on Sub Accounts. If there were no transactions made by a Sub Account that Sub Account will not appear.

Trans	Post	Reference Number	Description	Credits	Charges
-------	------	------------------	-------------	---------	---------

06/28	06/28	74484615K223YZ3LF	Phone Payment 179CP3327		
		TOTAL	44834610006045902	\$14,004.95	

Transaction Summary For GEOFFREY JACOBS

Sub Account Number Ending In 1746

06/05	06/05	24941664XRQEBSPJV	EINSTEIN BROS BAGELS2281 HOLLYWOOD FL		98.04
06/05	06/05	24941664XRQEBSPKK	EINSTEIN BROS BAGELS2281 HOLLYWOOD FL		32.90
06/08	06/08	24692164Z2XAVN6EN	SQ *UNTOASTED Hallandale Be FL		65.30
06/14	06/14	240113455001Q29T0	SP * INUNISONAPPAREL 195-47493340 FL		314.00
		TOTAL	\$510.24		
		GEOFFREY JACOBS / Sub Acct Ending In 1746			

Transaction Summary For JUAN C JIMENEZ

Sub Account Number Ending In 8426

06/02	06/04	24692164S2XH2ESZH	MARRIOTT DUVAL TALLAHASSEE FL		394.00
06/02	06/04	74692164S2XH2EV4A	MARRIOTT DUVAL TALLAHASSEE FL	42.00	
06/05	06/05	24755424XXM9AKJATN	HILTON BONNET CREK ORLANDO FL		771.70
06/05	06/05	74755424XXM9AKJ8GS	HILTON BONNET CREK 407-5973600 FL	25.20	
		TOTAL	\$1,098.50		
		JUAN C JIMENEZ / Sub Acct Ending In 8426			

HARRY TAUBENFELD

8434

4/11/2023, 4:34 PM



WELLS FARGO BUSINESS ELITE CARD
VISA

Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN GEOFFREY JACOBS
Sub Account Number	██████████ 1716
Statement Closing Date	07/02/21
Next Statement Date	08/03/21

For Customer Service Call:
800-231-5511

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Monthly Spending Limit*	\$7,500
-------------------------	---------

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$510.24
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$510.24

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
06/05	06/07	24941664XRQEBSPJV	EINSTEIN BROS BAGELS2281 HOLLYWOOD FL		98.04
06/05	06/07	24941664XRQEBSPKK	EINSTEIN BROS BAGELS2281 HOLLYWOOD FL		32.90
06/08	06/09	24692164Z2XAWN6EN	SO *UNTOASTED Hallandale BeFL		65.30
06/14	06/15	240113455001Q29T0	SP * INUNISONAPPAREL 195-47493340 FL		314.00
07/02	07/02	0000000000000000COMPQ	TOTAL PURCHASES	\$510.24	
			TOTAL	\$510.24	

All transactions detailed above have been billed to the company control account.

Wells Fargo News

Take advantage of the features that come with Online Banking:

Messages and alerts: Stay informed about your account with updates sent to your email or mobile phone. Wells Fargo Card Design Studio® service: Make your card as unique as your business. Customize your card design with this free service.

Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information

Vaccination
Unit

Einstein Bros Bagels
Store # 2281
340 North Park Road
954-893-8701

TOGO133

Host:
TOGO133

06/05/2021
8:02 AM
10019

Order Type: TOGO

Baker's Dozen Box
Baker's Doz Bucket w/2 CC
Coffee Canteen
PX Loyalty Accr

15.79
15.99
0.00

Subtotal
Tax

31.78
1.12

TOGO Total

32.90

VISA #XXXXXXXXXX1746
Auth:005130

Come back after 11AM for \$1 OFF
ANY sandwich purchased after 11AM
Show this receipt
Want free bagels?
Visit ShmeatSociety.com

--- Check Closed ---

8 of 87

Vaccination
Unit

Einstein Bros Bagels
Store # 2281
340 North Park Road
954-893-8701

Host:

06/05/2021
7:31 AM
10016

Order Type: TOGO

Baker's Dozen Box (3 @15.79)
Baker's Doz Bucket w/2 CC
Coffee Canteen (2 @15.99)
Sante Fe Egg Sandwich
Two Eggs

47.37
31.98
6.39

Farmhouse
Two Eggs

6.69

Medium Medium Roast Coffe
PX Loyalty Accr

2.29
0.00

Subtotal
Tax

94.72
3.32

TOGO Total

98.04

VISA #XXXXXXXXXX1746
Auth:005296

Come back after 11AM for \$1 OFF
ANY sandwich purchased after 11AM
Show this receipt
Want free bagels?
Visit ShmeatSociety.com

--- Check Closed ---

4/11/2023, 4:34 PM

Not for personal use
Untoasted
 3121 W HALLANDALE
 BEACH BLVD STE 101, 101
 Pembroke Park, FL
 33009-5149
 (954) 374-9072
 www.untoasted.com

Jun 8, 2021
 2:03 PM
 Valeria

PURCHASE

Ticket: #12
 Authorization 008108
 Receipt xEo1

Visa Credit
 AID A0 00 00 03 10 10
 ATC 003d
 PSN 01

FOR HERE

Iced Tea	\$2.75
Chorizo Benny	\$18.99
Omelette	\$12.99
Keto Hawa Burger	\$16.99

Subtotal	\$51.72
Sales Tax	\$3.62
Tip	\$9.96

Total	\$65.30
Visa 1746 (Chip)	\$65.30

THANK YOU FOR CHOOSING UNTOASTED!

Not for personal use
Untoasted
 3121 W HALLANDALE
 BEACH BLVD STE 101, 101
 Pembroke Park, FL
 33009-5149
 (954) 374-9072
 www.untoasted.com

Jun 8, 2021
 2:03 PM
 Valeria

PURCHASE

Ticket: #12
 Authorization 008108
 Receipt xEo1

Visa Credit
 AID A0 00 00 03 10 10
 ATC 003d
 PSN 01

FOR HERE

Iced Tea	\$2.75
Chorizo Benny	\$18.99
Omelette	\$12.99
Keto Hawa Burger	\$16.99

Subtotal	\$51.72
Sales Tax	\$3.62
Tip	\$9.96

Total	\$65.30
Visa 1746 (Chip)	\$65.30

THANK YOU FOR CHOOSING UNTOASTED!

JKUUS UN

Dierdre Davis

From: InUnisonApparel <crystle@inunisonapparel.com>
Sent: Monday, June 14, 2021 1:45 PM
To: Dierdre Davis
Subject: Receipt for order #1012

InUnisonApparel

ORDER #1012

Thank you for your purchase!

[Visit our store](#)

Order summary

Invoice EXL-INU-060921 x 1

Subtotal	\$314.00
Shipping	\$314.00
Taxes	\$0.00
Total	\$314.00 USD

If you have any questions, reply to this email or contact us at
crystle@inunisonapparel.com

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.



WELLS FARGO BUSINESS ELITE CARD



Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN JOY BROWN
Sub Account Number	████████████████████
Statement Closing Date	07/02/21
Next Statement Date	08/03/21

For Customer Service Call:
800-231-5511

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Monthly Spending Limit*	\$10,000
-------------------------	----------

*Available funds are subject to the monthly spending limit and the available credit on the control account

Sub Account Summary

Purchases and Other Charges	+	\$2,057.63
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$2,057.63

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
06/03	06/04	24226384V2LR6FEF0	SAMSClub #8173 MIRAMAR FL		325.69
06/03	06/04	24445004VBLNAV9QY	SAMS CLUB #8173 MIRAMAR FL		116.19
06/03	06/06	24445004V5SBR772G	GFS STORE #0670 HOLLYWOOD FL		301.68
06/11	06/13	245593052S86KH3BX	FLORIDA POLICE CHIEFS 850-2193631 FL		210.00
06/15	06/16	242316957P65L59KM	SEMINOLE HARD ROCK HTL 9543277559 FL		304.25
06/18	06/20	24137465AHF3AEPH1	PUBLIX #167 MIRAMAR FL		21.95
06/23	06/25	24435655FLEP4K6DF	RESTAURANT DEPOT DAVIE FL		98.27
06/23	06/25	24435655FLEP4K6GA	RESTAURANT DEPOT DAVIE FL		180.21
06/25	06/27	24226385H2LR3JP1Q	SAMSClub #8173 MIRAMAR FL		89.53
06/25	06/27	24226385H2LR3MES8	SAMSClub #8173 MIRAMAR FL		51.04
06/26	06/27	24943005JQRCEBKRDY	DUNKIN #301527 MIRAMAR FL		88.32
06/26	06/28	24445005JSA258XR	GFS STORE #0670 HOLLYWOOD FL		78.25
07/01	07/02	24231685PPSGDLVPV	SEMINOLE HARD ROCK HTL FT LAUDERDALEFL		234.25
07/02	07/02	00000000000000COMPC	TOTAL PURCHASES	\$2,057.63	
			TOTAL	\$2,057.63	

All transactions detailed above have been billed to the company control account

Wells Fargo News

Take advantage of the features that come with Online Banking:

Messages and alerts. Stay informed about your account with updates sent to your email or mobile phone. Wells Fargo Card Design Studio® service: Make your card as unique as your business. Customize your card design with this free service.

Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information

The transactions detailed on this statement

Fema

Gordon's

FOOD SERVICE STORE

Hollywood
101 S. State Road 7
Hollywood, FL 33023
(954) 894-8840
www.sfstore.com

Town of Pembroke Park
2493109

Cashier: Fadeline

2 @ 27.49	54.98
Peppernoni All in One	
7611620	
2 @ 5.99	11.98
Bush's Baked Beans	
5200981	
2 @ 6.99	13.98
Hellmann's Real Ma	
2695631	
MAYONNAISE REAL SO	4.99
5775521	
3 @ 6.99	20.97
Condiment's Asst Pl	
5352611	
Gen Saffronware Pla	4.99
2403321	
2 @ 2.99	5.98
DOMINO Light Brown	
8349811	
Per Hot Dog Tray 6	8.99
4741261	
2 @ 2.89	5.38
Yellow Onions	
6936781	
6 @ 2.69	15.14
3 in Hot Dog Cluste	
8474900	
6 @ 2.89	17.34
3 in Hamb 4" 12ct	
8476300	
2 @ 24.99	49.58
3 Beef Franks 5/8"	
2001740	
2 @ 42.99	85.58
3rd Bf Patty 1lbst	
1790200	
TAX	3.00
** 3FLANCE	301.68

Card: *****8442 - C
Approval Code 003053 55
Purchase

visa Credit

ID: A03C00003 010
C: 888172AG25EFF1B3
IVR: 0800008000
TID: 3 VISA

TOTAL NUMBER OF ITEMS
26/03/21 09:57am

Fema

SAH'S CLUB

Self Checkout

CLUB MANAGER LADARAIN RIVERS
(954) 433 - 8867
HINSHAW, FL

06/03/21 11:00 (211) 08173 090 9090

Town

E	561914	HH WATER	F	5.98	M
E	561914	HH WATER	F		
E	781149	PEPST 36CM F	F		
E	121112	POURADE OPF	F	1.08	E
E	103606	POURADE OPF	F	11.78	E
E	121112	POURADE OPF	F	10.08	E
E	844692	CUTLERY PA:			
E	2726 3H	APER C		6.08	M
E	980175358	HH RST BK		5.98	M
E	16294	SENSOR-ALL I		5.72	M
E	508574	COMPLETE SEF		4.78	M
E	180857	WISHBONE2PK		5.98	M
E	695094	107500HDF0		22.48	E
		SUBTO			

Visa Credit
Approval # 003697
AID A0000000031010
RAC F4396005701510R5
TERMINAL # S010812

DISK NUMBER: 00E1600359
CHANGE DUE 0.00
Job License: 00E1600360

Visit sahscub.com to see your savings

ITEMS SOLD 13

16 2232 2023 0226 1267 2469 2



June 6
Vaccinations

Fema

SAN'S CLUB Self Checkout

CLUB HANGER LADARIN RIVERS

CLUB HANGER LADARIN RIVERS

CLUB HANGER LADARIN RIVERS

03/21 11:00 1211 08173 090 9090

561914 HH WATER 2.98 M
561914 HH WATER 2.98 M
701149 PEPSI 36CM F 10.79 E
12112 POWERADE-VPF 11.78 E
103606 GATORADE-VPF 13.68 E
12112 POWERADE-VPF 11.78 E
844692 CUTLERY PAC 10.98 E
2726 3M AHER-C 7F 5.88 E
900175350 NH AST BYPER 5.98 E
16294 SEASON-ALL F 5.12 M
500470 COMPLETE SEF 4.78 M
180057 WASHDOORZPNF 5.98 E
635094 10X500HFOI 22.40 E
SUBTOTAL 116.19

Credit
TOTAL 116.19
VISA TEND 116.19
**** 8442 1 1

License: 003697
00000000031010
F43900570151005
FINAL # SEC10012155

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FINAL # SEC10012155

License: 003697
00000000031010
F43900570151005
FINAL # SEC10012155

Fema

Gordon's FOOD SERVICE STORE

Hollywood
101 S. State Road 7
Hollywood, FL 33023
(954) 894-8840
www.sfstore.com

Turn of Peabroke Park
2453103

Cashier: Madeline

2 @ 27.49 Poecorn All 2n One 54.98
7611600
2 @ 5.59 Bush's Baked Beans 11.98
5200981
2 @ 6.99 Hellmann's Real Ma 13.98
2695631
MAYONNAISE REAL SQ 4.99
5775521
3 @ 6.99 Condiments Real Pi 20.97
5352611
Foam Satinware Pla 4.99
2405321
2 @ 2.99 DOMINO Light Brown 5.98
8345811
Per Hot Dog Tray 6 8.99
4741261
2 @ 2.69 Yellow Onions 5.38
6930781
5 @ 2.69 Bun Hot Dog Cluste 16.14
8472900
6 @ 2.89 Bun Hamb 4" 12Ct 17.34
8476300
2 @ 24.99 Beef Franks 5/1 1- 49.98
2001740
2 @ 42.99 Grnd BF Patty Hmst 85.98
1790200
TAX 0.00
**** BALANCE 301.68

Card: *****8442 - C
Approval Code: 003053 S5
Purchase

Visa Credit

AID: A0000000031010
AC: 88872625EFF1B3
TVR: 080008000
TID: 3

Visa
CHANGE
301.68
TOTAL NUMBER OF ITEMS SOLD = 32
06/03/21 09:57am 670 3 182 9093673

Qualifying GO! Points earned: 810

4/11/2023 4:34 PM

Time 9
Vacations

Fema

SAH'S CLUB Self Checkout

CLUB MANAGER LORRAIN RIVERS
TEL: (954) 433-8867

06/03/21 11:00 1211 08173 090 9090

Youn

561914	HN WATER	F	2.98	N
561914	HN WATER	F	2.98	N
781149	PEPST 36CH F	E	10.79	E
121112	POWERADE VPF	E	11.78	E
103606	GATORADE VPF	E	13.68	E
121112	POWERADE VPF	E	11.78	E
844692	CUTLERY PKG	E	10.98	E
2726	3R OHER-C 7E	E	6.88	N
980175354	HN RST SKDEF	E	5.98	N
16294	SEASON-ALC	E	3.12	N
308574	COMPLETE SEF	E	4.78	N
180857	USHBOHEZPMF	E	5.98	N
89509	18X500HFOI	E	22.48	E
SUBTOTAL			116.19	

Visa Credit
APPROVAL # 003697
ATD 8000000031010
ARC F439A00570151095
TERMINAL # SEC100121A

DISTRIBUTOR NUMBER: 00E1600359
CHANGE DUE 0.00

Tab License: 00E1600360
Visit sahsc.club.cun to see your savings

ITEMS SOLD: 13

TCB 2232 2025 0226 1267 2469 2



*** HEADER COPY ***



Fema

Gordon's FOOD SERVICE STORE

Hollywood
101 S. State Road 7
Hollywood, FL 33023
(954) 894-8840
www.gfsastore.com

Town of Pembroke Park
2403109

Cashier: Madeline

2 @ 27.49	Popcorn All Zn One	54.98
2 @ 5.99	7611600	
2 @ 5.99	Bush's Baked Beans	11.98
2 @ 6.99	5200981	
2 @ 6.99	Helmann's Real Ma	13.98
2 @ 6.99	2695631	
2 @ 6.99	MYONWASE REAL SQ	4.99
3 @ 6.99	5776821	
3 @ 6.99	Condiments Assat Pi	20.97
3 @ 6.99	5352611	
3 @ 6.99	Foam Saffinware Pla	4.99
2 @ 2.99	2408321	
2 @ 2.99	DOMINO Light Brown	5.98
2 @ 2.99	8349811	
2 @ 2.99	Per Hot Dog Tray 6	8.99
2 @ 2.99	4741261	
2 @ 2.99	Yellow Onions	5.38
2 @ 2.99	6930781	
2 @ 2.99	Run Hot Dog Cluste	16.14
2 @ 2.99	8474900	
2 @ 2.99	Run Hamb 4" 12Ct	17.34
2 @ 2.99	8476300	
2 @ 2.99	Beef Franks 5/8 1-	49.98
2 @ 2.99	2001740	
2 @ 2.99	Grnd Bf Patty Hmst	85.98
2 @ 2.99	1790200	
2 @ 2.99	TAX	0.00
2 @ 2.99	*** BALANCE	301.68

Card: ****8442 - C
Approval Code: 003053 SS
Purchase

Visa Credit

AID: A000000031010
AC: 888772625EFF1B3
TVR: 080008000
TID: 3

301.68
0.00
TOTAL NUMBER OF ITEMS SOLD = 32
06/03/21 09:57am 670 3 182 9093673

Qualifying 601 Points earned: 810

HOLLYWOOD HARD ROCK HTL CASINO
1 SEMINOLE WAY

HOLLYWOOD
800/937-0010

FL 33314

06/30/2021
07:21 PM
CT: HFDTURNER

JOY'S CARD
Police Chief
Conference.

DAVID HOWARD

Wing/Room HW 30721

12690 150TH CT N

No Party 1
Resv No 443606309680 Conf No 6DX3L

JUPITER FL 33478

Page 1
Arrival 06/28/2021
Departure 07/01/2021
Bill Code
Group GFPCA21

Free music at music.hardrockhotels.com

DATE	REFERENCE	DESCRIPTION	\$	CHARGES	CREDITS	\$	BALANCE
06/28/2021	443740071571	APPLIED DEPOSIT			304.25		304.25-
		*****8442					
06/28/2021	443749101332	ROOM CHARGE HW30721		269.25			35.00-
06/29/2021	443759101409	ROOM CHARGE HW30721		269.25			234.25
06/30/2021	443760192543	F/D VISA			234.25		
		*****8442					

SUMMARY OF CHARGES

ROOM 538.50

.00

TOTAL UNITS COUNT 5
 SUBTOTAL CUP FM 122 12/12 1207
 0411594200004 (TA) \$41
 CASE \$41.81 SIZE 232 UNIT 1 12

UNITS 1
 UNITS ENTERED 1
 CASES ENTERED 0
 ITEMS RUNG UP 1

TOTAL RW ITEMS 0
 UNITS COUNT 1

TOTAL UNITS ENTERED 6
 TOTAL CASES ENTERED 0
 TOTAL ITEMS RUNG UP 6
 TOTAL WEIGHTED GOODS (LBS) 0

TOTAL UNITS COUNT 6
 SUBTOTAL FIA TAX \$5.16
 TOTAL TAX \$5.16
 TOTAL TAXABLE \$73.74
 TOTAL \$78.27
 VISA \$78.27

APPROVAL # 023378
 REFERENCE# 8442
 Visa Credit
 Chip Read
 Mode: Issuer
 AID: A00000000031010
 TVR 0080008000
 IAD 06011203AR0002
 TSI: E800
 ARC: 00

***** 80/10 USE KIK *****
 ***** 80/10 USE KIK *****

CHANGE \$0.00
 TOTAL ON ACCOUNT \$0.00
 BALANCE \$0.00
 TOTAL PROMOTION SAVINGS \$0.00
 COUPONS SAVINGS \$0.00

CART # COUNT

SUPERVISOR SIGN



Restaurant Devol
 Store Bldg
 3500 Davie Rd
 Davie FL 33014
 WHILE THE RESTAURANT IS OPEN

Phone (954) 577-0100
 KLD 101612

C17 122122 0P36573 06-23-21 10 12
 ORANGE CRUSH 24-122
 078000013054 (TA) \$8.07
 CASE \$8.07 SIZE 24 UNIT \$0.34

UNITS 1
 UNITS ENTERED 24-122
 078000013054 (TA) \$8.07
 CASE \$8.07 SIZE 24 UNIT \$0.34

UNITS 1
 BS OLIVE OIL X-V6 2LTR
 033844004286 U \$19.37

UNITS 1
 C/DRY G/ALF 24-122
 7811401 (TA) \$7.88
 CASE \$7.88 SIZE 24 UNIT \$0.33

UNITS 1
 C/DRY G/ALF 24-122
 7811401 (TA) \$7.88
 CASE \$7.88 SIZE 24 UNIT \$0.33

UNITS ENTERED 5
 CASES ENTERED 0
 ITEMS RUNG UP 5

TOTAL RW ITEMS 0
 UNITS COUNT 5

TOTAL UNITS ENTERED 5
 TOTAL CASES ENTERED 0
 TOTAL ITEMS RUNG UP 5
 TOTAL WEIGHTED GOODS (LBS)

TOTAL UNITS COUNT 5
 SUBTOTAL CUP FM 122 12/12 1207
 0411594200004 (TA) \$41
 CASE \$41.81 SIZE 232 UNIT 1 12

UNITS 1
 UNITS ENTERED 1
 CASES ENTERED 0
 ITEMS RUNG UP 1

TOTAL RW ITEMS 0
 UNITS COUNT 1

TOTAL UNITS ENTERED 6
 TOTAL CASES ENTERED 0

Tema

Vaccine Drive

Welcome to Dunkin'
Store #: 301527
6190 Miramar Pkwy
Miramar, FL 33021
1954) 378-7483
151689 Mont...

CHK 5781
6/26/2021 8:19 AM

Drive Thru

2 1/2 Hot Orig Cof 31.98
24 Donuts & Box 0 Joe -4.40
12 Bagels & Box 0 Joe -0.90
2 12 Bagels 20.98
12 Bagels & Box 0 Joe -0.59
1 12 Donuts 9.24
24 Donuts & Box 0 Joe -2.54
1 12 Donuts 9.24
24 Donuts & Box 0 Joe -2.54
2 Box Plain CC 3.98
\$68.32

Visa
*****8442

Tran Type : Purchase
Entry Mode : INSERTED
Auth Code : 026333
Visa Credit
AID: A0000000031010
No Signature Required
I agree to pay the above total
amount according to the card
issuer
(merchant agreement if credit
voucher)

Subtotal \$64.45
FL 6% \$3.87
Payment \$68.32

Change Due \$0.00

Check Closed
6/26/21 8:24 AM

Donut forget to tell us about
today's visit! Talk to us at
www.DunkinfunsonYou.com
within 3 days and receive a

Vaccine Drive
Gordon
FOOD SERVICE STORE

Hollywood
101 S. State Road 7
Hollywood, FL 33023
(954) 894-8840
www.sfstore.com

Town of Pembroke Park
2493109

Cashier: Lina

CONT FH 3CHPT MED 8.99
8316201
CSH Sliced Lemon C 4.99
5066041
Two-Bite Red Velve 6.99
6512101
DOMINO Extra Fine 3.99
6759811
Separating Ital Dr 12.49
3281891
2 @ 2.99
DOMINO Light Brown 5.98
83-9811
2 @ 2.69
Yellow Onions 5.38
6930781
2 @ 10.29
Sweet & Sour Sauce 20.68
53-8111
3 @ 1.29
IMPERIAL Spread Qu 3.87
2679521
Eggs Large 2 1/2 D 2.99
4342881
TAX 0.00
**** BALANCE 76.25

Card: *****8442 - C
Approval Code: 026934 S5
Purchase

Visa Credit

AID: A0000000031010
AC: 953900CD5801183
TUR: 0800008000
TID: 4 VISA

CHANGE 76.25
TOTAL NUMBER OF ITEMS SOLD 16
06/26/21 09:57am 670 4 356 34583

Qualifying 60! Points earned: 262

Tell us how we are doing
and you could win \$500!

4/11/2023, 4:34 PM

Tema
Vaccine Drive

Welcome to Dunkin'

Store #: 301527

6100 Miramar Pkwy

Miramar, FL 33134

(954) 370-1183

151689 National

CHK 5781

6/26/2021 8:19 AM

Drive Thru

2 Donut Hot Orig Cof 31.98
 24 Donuts & Box 0 Joe -4.40
 12 Bagels & Box 0 Joe -0.90
 2 12 Bagels 20.98
 12 Bagels & Box 0 Joe -0.59
 1 12 Donuts 9.24
 24 Donuts & Box 0 Joe -2.54
 1 12 Donuts 9.24
 24 Donuts & Box 0 Joe -2.54
 2 Donut Plain CC 3.98
 Visa \$68.32
 *****8442

Transaction : Purchase

Entry Mode : INSERTED

Auth Code : 026333

Visa Credit

AID: A0000000031010

No Signature Required

I agree to pay the above total amount according to the card

issuer

(merchant agreement if credit voucher)

Subtotal

FL 6%

Payment

Change Due \$0.00

Card Closed

6/26/21 8:24 AM

 Donut forget to tell us about today's visit! Talk to us at
 1-800-333-3333
 www.dunkin.com
 with the Dunkin' app

Vaccine Run
 Drive
Gordon
 FOOD SERVICE STORE

Hollywood
 101 S. State Road 7
 Hollywood, FL 33023
 (954) 894-8840
 www.sfsaastore.com

Town of Pembroke Park
 2493109

Cashier Lina

8.99
 8316201
 5066041
 6512101
 6759811
 3281891
 2 @ 2.99
 8359811
 2 @ 2.69
 6930781
 2 @ 10.29
 5358111
 3 @ 1.29
 2679621
 4352881
 TAX
 **** BALANCE
 8.99
 4.99
 6.99
 3.99
 12.49
 5.98
 5.38
 20.58
 3.87
 2.99
 0.00
 76.25

Card: *****8442 - C
 Approval Code: 026934 S5
 Purchase

Visa Credit

AID: A0000000031010

AC: 953900005801183

TVR: 0800008000

TID: 4

VISA

CHANGE

TOTAL NUMBER OF ITEMS SOLD = 15

06/26/21 09:57am 670 4 366 34583

Qualifying GDP Points earned: 262

 If you are doing
 business with us, please
 call 1-800-333-3333

Fernando Vaccine Drive

SAN'S CLUB
Self Checkout

CLUB MANAGER LADARATH RIVERS
(954) 433-8867
HIAWATHA, FL

06/25/21 13:53 9817 08173 094 9094

Town

600572 WH FULL 2.10 8.48 E
601397 HALF LTD 6.98 E
600524 WH FULL PAM 10.98 E
600526 WH HALF PAM 7.98 E
980150188 WH SHARP SHRP 6.34 M
E 980150188 WH SHARP SHRP 6.34 M
E 11737 POWERADE VPF 8.98 E
E 203366 GATORADE VPF 13.68 E
E 781149 PEPSI 36CN F 10.79 E
SUBTOTAL 89.53

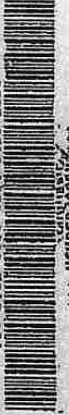
Visa Credit
APPROVAL # 025399
RID 80000000031010
RAC 877AB29CB2F850
TERMINAL # SC011421
TOTAL 89.53
VISA TEND 89.53
**** ** 0442 I 1

DISTRIBUTOR NUMBER: UDE1600359
CHANGE DUE 0.00

Tab License: UDE1600360
Visit sanclub.com to see your savings

ITEMS SOLD 10

ICV 3159 6835 8994 8430 2598



*** MEMBER COPY ***

Town Supplies

SAN'S CLUB
Self Checkout

CLUB MANAGER LADARATH RIVERS
(954) 433-8867
HIAWATHA, FL

06/25/21 13:56 9019 08173 094 9094

Town

849196 COFFEE FILY 3.12 E
E 980109438 CASHIENS F 11.98 M
E 980109438 CASHIENS F 11.98 M
E 980109438 CASHIENS F 11.98 M
E 980109438 CASHIENS F 11.98 M
SUBTOTAL 51.04

Visa Credit
APPROVAL # 025260
RID 80000000031010
RAC 2AF3DAAA87E3FEF8
TERMINAL # SC011421
TOTAL 51.04
VISA TEND 51.04
**** ** 0442 I 1

DISTRIBUTOR NUMBER: UDE1600359
CHANGE DUE 0.00

Tab License: UDE1600360

Visit sanclub.com to see your savings

ITEMS SOLD 5

ICV 1247 7901 9338 9605 6199



*** MEMBER COPY ***

4/11/2022 11:21

56 of 87

Fence Vaccine Drive

Self-Checkout

CLUB MANAGER LORRAINE RIVERS
(954) 433 0867
MIAMI, FL

06/25/21 13:53 9017 0617 094 9094

TOTAL

600372	HN FULL LTD	0.48	E
601397	HALE LTD	6.98	E
600324	HN FULL PAN	10.98	E
600596	HN HALF PAN	7.90	E
900150180	HN SHARP SHOE	6.34	H
900150180	HN SHARP SHOE	6.34	H
11737	POURADE OFF	0.98	E
11737	POURADE OFF	0.98	E
209366	BATORADE OFF	19.68	E
701149	PEPSI 36CL F	10.79	E
SUBTOTAL		89.59	

TOTAL 89.59

TEND 0.00

CHANGE DUE 89.59

APPROVAL # 025200

ARC 8778829262F0506

TERMINAL # SC011421

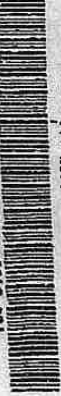
DISTRIBUTOR NUMBER: UDE1600359

Job License: UDE1600360

Visit samsclub.com to see your savings

ITEMS SOLD 10

TCB 3159 6035 0994 0130 2598



*** MEMBER COPY ***

Town Supplies

Self-Checkout

CLUB MANAGER LORRAINE RIVERS
(954) 433 0867
MIAMI, FL

06/25/21 13:56 9010 00173 094 9094

TOTAL

849196	COFFEE FILY	3.12	E
900109430	CASHIERS	11.98	H
900109430	CASHIERS	11.98	H
900109430	CASHIERS	11.98	H
900109430	CASHIERS	11.98	H
SUBTOTAL		51.04	

TOTAL 51.04

VISA TEND 51.04

APPROVAL # 025200

ARC 24F000000031010

TERMINAL # SC011421

DISTRIBUTOR NUMBER: UDE1600359

Job License: UDE1600360

Visit samsclub.com to see your savings

ITEMS SOLD 5

TCB 1247 7901 9398 9605 6199



*** MEMBER COPY ***



Restaurant Depot
Store #458
3500 Davie Rd
Davie, FL 33314
** WHERE THE RESTAURANTS SHOP **

Phone: (954) 577-0430
KLD 1616792

CUSTOMER(SALE)
PREVIOUS BALANCE \$0.00
ACCOUNT NO 45806834

3150
SU 52ND AVE
PEMBROKE PARK
FL

33023-5413
* LICENSES BELOW NOT VALIDATED
Exempt 85-801273965XXXX 07-31-22
* CUSTOMER IS SUBJECT TO TAX OR NOT *
* ALLOWED TO BUY ITEMS REQUIRED ONE *
* ABOVE LICENSES *
AREA A - SIC 35
Tax Exempt Institution / Organization

C17 122123 0P36573 06-23-21 10:15

SUBTOTAL 0 \$0.00
SUBTOTAL 0 \$0.00
* RIB SPARE MED R/W
207704830609 30.6LB \$3.96LB \$121.6

UNITS 1
VOLUME ADJUSTMENT -\$1.00
CHIX HALAL LEG QTR R/W
207950340006 40LB \$0.63LB \$25.20

UNITS 1
CHIX JUMBO WING WH
207720140003 40LB \$3.60LB \$144.00

UNITS 1
CHIX JUMBO WING WH
207720140003 40LB \$3.60LB \$144.00

UNITS -1
* RIB SPARE MED R/W
207704830609

V30.6LB \$3.96LB -\$121.18
VOID APPROVED BY 872005 KERRY THURLE
INTTC -1

4/1/2023, 4:34 PM

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
Transaction Summary For HARRY TAUBENFELD					
Sub Account Number Ending In 8434					
07/06	07/06	24492165V00Q358Y	APA FLORIDA FLORIDA PLANN FL		430.00
07/07	07/07	24692165X2Y01PKJ3	AMZN Mktp US*2987K8R01 Amzn com/bill WA		469.07
07/13	07/13	2469216622X4D4Z7Q	J2 *EFAX CORPORATE SVC 323-817-1155 CA		48.05
07/22	07/22	24055236QSA9GEMK	VERTICAL CABLE - FL 9547448084 FL		150.00
07/22	07/22	24692166Q2X9B1WB P	AMZN Mktp US*2E3WU58G0 Amzn com/bill WA		218.09
07/27	07/27	24001736H2DJJMRJ	MIAMI HERALD DIGITAL SUB 800-843-4372 FL		1.99
07/29	07/29	24055236K5SA916DP	VERTICAL CABLE - FL 9547448084 FL		50.00
07/29	07/29	24430996J2DZ3WRQB	DMI* DELL K-12/GOVT 800-981-3355 TX	279.68	271.74
07/30	07/30	74692166K2Y1B7MX1	AMZN Mktp US Amzn com/bill WA		
07/31	07/31	24055236L51BRMD3P	ALM CASHAPPLICATI NY		359.88
08/01	08/01	24692168M2XGBPFM1	AMZN Mktp US*2P5AD2AFO Amzn com/bill WA		27.98
08/02	08/02	24247606NBPYL7HZJ	PIN DEPOT 800-953-3607 FL		287.00
TOTAL				\$2,034.12	
HARRY TAUBENFELD / Sub Acct Ending In 8434					

Transaction Summary For JOY BROWN					
Sub Account Number Ending In 8442					
07/02	07/03	24011345P0014KAQA	CANVA* 03104-12884228 HTTPSCANVA CO DE		12.99
07/02	07/03	24231685RP51YKE8X	SEMINOLE HARD ROCK HTL 9543277559 FL		269.25
07/02	07/03	24445005RBLPQV5TQ	SAMS CLUB #6637 CORAL SPRINGS FL		177.42
07/23	07/23	24445006DBLNHREDF	SAMS CLUB #8173 MIRAMAR FL		411.46
07/29	07/29	24011346J001FSWJD	SP * BACKPACKS USA WWW BACKPACKS FL		1 436.40
08/02	08/02	24011346N001405DV	CANVA* 03135-13594500 HTTPSCANVA CO DE		12.99
TOTAL				\$2,320.51	
JOY BROWN / Sub Acct Ending In 8442					

Transaction Summary For MYRIAM JACQUES					
Sub Account Number Ending In 8469					
07/06	07/06	2423216855W2LRS8VXY	HARBOR FREIGHT TOOLS 282 PEMBROKE PINE FL		287.67
07/06	07/06	2443108633DZ6JVVW	BROWARD CO CO-OP BUILDING CODE BROWARD CRG FL		55.00
07/14	07/14	2469216642X96AMVQ	AMZN MKTP US*2E62W01W1 AM AMZN COM/BILL WA		13.08
07/14	07/14	2413746650195EWE1	AMZN Mktp US*2E71L3FR0 Amzn com/bill WA		199.96
07/15	07/15	2469216642XNA37CQ	USPS PO 1137200009 HALLANDALE BE FL		8.25
07/15	07/15	2469216642XNA37CQ	AMZN Mktp US*2E18Q74G0 Amzn com/bill WA		18.80
07/15	07/15	2469216642XDXGTGBB	AMZN Mktp US*2909R2R22 Amzn com/bill WA		16.99

25514
M108

PEMBROKE PARK TOWN
PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

ELITE CARD PAYMENT CENTER
PO BOX 77066
MINNEAPOLIS MN 55480-7766

YTS
29

Make checks payable to: Wells Fargo

Account Number	
New Balance	\$13,287.05
Total Amount Due (Minimum Payment)	\$662.00
Current Payment Due Date	08/28/21

Amount Enclosed \$

Print address or phone changes

Work ()

06662001323270500448461000060468027



WELLS FARGO BUSINESS ELITE CARD



Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For

PEMBROKE PARK TOWN
GEOFFREY JACOBS

For Customer Service Call:
800-231-5511

Sub Account Number

[REDACTED]

Inquiries or Questions:

Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Statement Closing Date

08/03/21

Next Statement Date

09/03/21

Monthly Spending Limit*

\$7,500

Available funds are subject to the monthly spending limit and the available credit on the control account

Sub Account Summary

Purchases and Other Charges	+	\$2,906.63
Cash Advances	+	\$0.00
Rebates	-	\$0.00
Statement Total		\$2,906.63

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
07	07/08	24492155WS17P4KVV	PP-CALI COFFEE HOLLYWOOD FL		11.00
07	07/09	24692165X2XYT9BTW	APPLE COM/BILL 866-712-7753 CA		49.99
12	07/13	248019762L2VO8MBE	FLORIDA LEAGUE OF CITIES 850-222-9684 FL		550.00
12	07/15	2471705634NSNTR4E	TLP-ALS FLORIST AND GIFT 954-987-4450 FL		114.95
28	07/29	24231686JBLHYNN03	HARBOR FREIGHT TOOLS 504 HOLLYWOOD FL		646.23
29	07/30	24183106JUS6MVKM5	URBAN THAI & SUSHI 954-3998516 FL		34.43
29	07/30	24492156JRS8EUY9	USMAYORS 202-861-6796 DC		1,500.00
03	08/03	0000000000000000CMPC	TOTAL PURCHASES		
			TOTAL		\$2,906.63

All transactions detailed above have been billed to the company control account

Wells Fargo News

Take advantage of the features that come with Online Banking:

Messages and alerts: Stay informed about your account with updates sent to your email or mobile phone
Wells Fargo Card Design Studio® service: Make your card as unique as your business. Customize your card design with
a free service.

Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information



CALICOFFEE

2050 N 29th Ave Hollywood, Florida 33020
(954) 251-3274

Drive Thru
WALK UP
Madison

7171

07:07:21
12:10PM

1 Iced Tea 4.00
Medium
GREEN
1/4 Sweet
Cane Sugar

1 ICED 5.00
Medium
SALTY BLONDIE

Subtotal 9.00
GRATUITY 2.00

TOTAL 11.00

CREDIT PURCHASE
VISA ****1746
SEC. 468556-487171-0
APPROVAL: 21806356NP1329731
EXP. BY: 09/1/2024

Thank you

CUSTOMER COPY

2 468556-167171

4/11/2023, 4:35 PM

JACOBS CARD

oy Brown

from: Apple <no_reply@email.apple.com>
sent: Wednesday, July 7, 2021 2:07 PM
to: Geoffrey Jacobs
subject: Your receipt from Apple.



Receipt

Save 3% on all your Apple purchases with Apple Card.¹ Apply and use in minutes²

APPLE ID
gjacobs@tppl.gov

DATE
Jul 7, 2021

ORDER ID
MV69V3JNG7

DOCUMENT NO.
210451286159

BILLED TO
Visa **** 1746 (Apple Pay)
Geoffrey Jacobs
3150 SW 52nd Avenue
Pembroke Park, FL 33023
USA

App Store



PDF Expert: PDF Editor, Reader
PDF Expert PRO (Yearly)
Renews Jul 7, 2022

Report a Problem

\$49.99

TOTAL

\$49.99



Save 3% on all your Apple purchases.



Apply and use in minutes



[Home](#) » [Events](#)

Sign out [Geoffrey Jacobs](#) [Cart](#)

Thank you for your payment. This web page is your receipt - please print a copy for your records.

Need help printing? Try the control-P key command: press and hold the control key (usually located on the bottom left of the keyboard), and then press the letter P.

Paying by check? [Click here for more information.](#)

Order Confirmation

Florida League of Cities

Order Number	90594
Order Date	7/12/2021
Bill To	Geoffrey Jacobs
Payment Method	Visa *****1746
Name on Card	Geoffrey Jacobs
Ship To	Geoffrey Jacobs 3150 SW 52nd Ave Pembroke Park, FL 33023-5413

Item	Quantity	Price	Total
------	----------	-------	-------

Item	Quantity	Price	Total
FLC 2021 Annual Conference	1	550.00	550.00
When: 8/12/2021 8:00 AM - 8/14/2021 9:30 PM			
Where: Orlando World Center Marriott			
8701 World Center Dr.			
Orlando, FL 32821			
Registration Option: Registration - City, County or			
Agency	8/12/2021 12:30 PM		
Item Total			550.00
TRANSACTION GRAND TOTAL			550.00
Payment Amount			550.00

A confirmation is being sent to: gjacobs@tppfl.gov

Send another copy to: Send

© Florida League of Cities | Privacy Policy | ADA Disclosure | FLC Home

of 115

4/11/2023, 4:35 PM

Joy Brown

From: AL'S FLORIST & GIFTS <mail@yourflowershop.com>
Sent: Monday, July 12, 2021 3:27 PM
To: Joy Brown
Subject: AL'S FLORIST & GIFTS ORDER FOR MENOLD DIEUVEILLE



Invoice Number: 00479605
Order Date: 07/12/2021
Delivery Date: 07/16/2021

Customer Information

Account Number: 00068195
Name: TOWN OF PEMBROKE PARK
Address: 3150 SW 52ND AVE
City: HOLLYWOOD State: FL Zip: 33023

Recipient Information

Name: MENOLD DIEUVEILLE
Address: 11106 NW 7TH AVE
City: MIAMI State: FL Zip: 33168

Product Information

1 T228-1A Peaceful White Lilies Basket \$99.99

Sorry For Your Loss!
The Town Of Pembroke Park
Mayor, Commissioners
Town Staff
Mayor

Subtotal:	\$99.99
Merchandise:	\$99.99
Discount:	\$0.00
Delivery Charge:	\$14.99
Relay Charge:	\$0.00
Service Charge:	\$0.00
Tax:	\$0.00

Total: \$114.98

Thank you for using AL'S FLORIST & GIFTS!

Questions?

1

HARBOR FREIGHT

QUALITY TOOLS : LOWEST PRICES

HOLLYWOOD FL #D0504
104 N. 28TH AVENUE
HOLLYWOOD, FL 33020
Telephone: (954) 923-2189

HARBOR FREIGHT
QUALITY TOOLS : LOWEST PRICES
HOLLYWOOD FL #D0504
104 N. 28TH AVENUE
HOLLYWOOD, FL 33020
Telephone: (954) 923-2189

Gun Safe - PD

SALE

Customer Name: Geoffrey JACOB
Customer Number: 999012524888

Customer Name: Geoffrey JACOB
Customer Number: 99901252488

58065 BLACK NON-WOVEN MASK 10 P \$3.96
4 @ \$0.99 = \$3.96
57039 24 GUN 12 CU FT SAFE \$599.99

Subtotal \$603.95
Sales Tax % \$42.28
Total \$646.23

Subtotal \$603.95
Sales Tax % \$42.28
Total \$646.23

Subtotal \$603.95
Sales Tax % \$42.28
Total \$646.23

Subtotal \$603.95
Sales Tax % \$42.28
Total \$646.23

Visa

Card No. XXXXXXXXXXXX1746
Expiration Date XX/XX
Auth. No. 028481

Card No. XXXXXXXXXXXX1746
Expiration Date XX/XX
Auth. No. 028481
Visa Credit
Chip Read
Signature Verified
Mode: Issuer
AID: A0000000031010
TVR: 0000008000
IAD: 06011203602002
TSI: E800
ARC: 00

Chip Read
Signature Verified

Mode: Issuer

AID: A0000000031010

TVR: 0000008000

IAD: 06011203602002

TSI: E800

ARC: 00

Please Retain for Your Records

Store: 00504 Reg: 03 Tran: 458457
Date: 7/28/2021 12:43:25 PM Assoc: XXXXXX
Ticket: 03458457

Store: 00504 Reg: 03 Tran: 458457
Date: 7/28/2021 12:43:25 PM Assoc: XXXXXX
Ticket: 03458457

Please Retain for Your Records

Item(s) Sold: 5
Item(s) Returned: 0

Milena served you today.
Thank you for shopping at
HOLLYWOOD FL #D0504

Item(s) Sold: 5
Item(s) Returned: 0

Milena served you today.
Thank you for shopping at
HOLLYWOOD FL #D0504

Proof of Purchase Required for Returns/
Exchanges Within 90 Days of Purchase.

GET EXCLUSIVE DEALS

Sign up today at HarborFreight.com/email
or text 100 to 34648



00050403458457072821

Urban Bhaj & Sushil
Hallandale
#1
POS TERMINAL: Station 2

MERCHANT ID: *****00045
CLERK ID: KT S

SALE *****746

VISA
ENTRY METHOD: CHIP
DATE: 07/29/2021 TIME: 13:52:30
INVOICE: 10106
REFERENCE: 121017804797
AUTH CODE: 029645

AMOUNT	USD\$ 29.43
TIP	USD\$ <u>5.00</u>
TOTAL	USD\$ <u>34.43</u>

APPROVED - THANK YOU

I AGREE TO PAY THE ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT -ACHR)

APPLICATION LABEL: Visa Credit
AID: 4000000000000000
TVR: 000000000000
IAD: 06011203602002
TSL: E800
ARC: 00
CVM: SIGN

***** CUSTOMER COPY *****

Registration Summary

Review your registration information below

Geoffrey Jacobs

[gjacobson@tppfl.gov](mailto:gjacobs@tppfl.gov)

Mobile

9544771434

Title

Mayor

Organization

Town of Pembroke Park

Address

3150 SW 52nd AVE
Pembroke Park, Florida 33023
USA

Agenda

Item	Date	Price
Admission Item		
Event Registration		\$1,500.00
Sessions		
ACL Live at The Moody Theater	8/31/21, 6:00 PM - 8/31/21, 9:00 PM	\$0.00
Waterloo Greenspace	9/1/21, 6:00 PM - 9/1/21, 9:00 PM	\$0.00
Q2 Stadium: Home of Austin FC	9/2/21, 6:00 PM - 9/2/21, 9:00 PM	\$0.00
Austin Central Library	9/3/21, 6:00 PM - 9/3/21, 8:00 PM	\$0.00

Hotel Request

Item	Date
JW Marriott Austin	
Address: 110 East 2nd Street, Austin TX 78701, US	
Standard Room	Aug 31, 2021 - Sep 5, 2021
1 Room, Non-Smoking	

WELLS FARGO BUSINESS ELITE CARD
VISA

Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN JOY BROWN
Sub Account Number	
Statement Closing Date	08/03/21
Next Statement Date	09/03/21

For Customer Service Call:
800-231-5511

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Monthly Spending Limit*	\$10,000
-------------------------	----------

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$2,320.51
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$2,320.51

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
07/02	07/04	24011345P0014KAOA	CANVA* 03104-12884228 HTTPSCANVA CODE		12.99
07/02	07/04	24231685RP5JYKEBX	SEMINOLE HARD ROCK HTL \$543277559 FL		269.25
07/02	07/04	24445005RBLPGV5TQ	SAMS CLUB #6637 CORAL SPRINGSFL		177.42
07/23	07/25	24445006DBLNHREOF	SAMS CLUB #8173 MIRAMAR FL		411.48
07/29	07/30	24011346J001FSWJD	SP* BACKPACKS USA WWW BACKPACKSFL		1,436.40
08/02	08/03	24011346N0014Q5DV	CANVA* 03135-13594500 HTTPSCANVA CODE		12.99
08/03	08/03	00000000000000COMPC	TOTAL PURCHASES \$2,320.51		
			TOTAL \$2,320.51		

All transactions detailed above have been billed to the company control account

Wells Fargo News

Take advantage of the features that come with Online Banking:

Messages and alerts: Stay informed about your account with updates sent to your email or mobile phone.

Wells Fargo Card Design Studio® service: Make your card as unique as your business. Customize your card design with this free service.

Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information

5596 0017 YTG 1 7 2 210803 0 PAGE 1 of 2 1 0 3268 1000 ELA3 01DR5596 27444

<https://tppl-my.sharepoint.com/...>

HOLLYWOOD HARD ROCK HTL CASINO
1 SEMINOLE WAY

HOLLYWOOD FL 33314
800/937-0010

06/30/2021
07.21 PM
CI HEDTURNER

Jay's CARD
Police Chief
Conference.

DAVID HOWARD

12690 150TH CT N

JUPITER FL 33478

Wing/Room HW 30721

No Party 1
Resv No 443606109680 Conf No 6DX3L
Page 1
Arrival 06/28/2021
Departure 07/01/2021
Bill Code
Group GFPCA21

Free music at music.hardrockhotels.com

DATE	REFERENCE	DESCRIPTION	\$ CHARGES	CREDITS	\$ BALANCE
06/28/2021	443740071571	APPLIED DEPOSIT *****8442		364.25	304.25
06/28/2021	443749101332	ROOM CHARGE HW30721	269.25		35.00
06/29/2021	443759101409	ROOM CHARGE HW30721	269.25		234.25
06/30/2021	443760192543	P/D VISA *****8442		234.25	

SUMMARY OF CHARGES

ROOM 538.50

08032021STMT.pdf

https://tppf-jl-my.sharepoint.com/personal/townclerk_tppf_jl-my.sharepoint.com

Town Supply

1/15/20

S.A.H.'S CLUB
CLUB MANAGER ROHRA
(954) 345-3414
CORAL SPRINGS, FL
07/02/12 18:33 1095 0637 0 05 3343

Town

561914 MM WATER F 2.98 N
561914 MM WATER F 2.98 N
887859 SONNY'S BBQSF 4.98 N
600572 MM FULL LTD 8.48 E
600524 MM FULL PAN 10.98 E
980283884 BEEF MEAT HALF 12.98 N
980125614 CKED SHRIMP 15.98 N
980283884 BEEF MEAT HALF 12.98 N
980125614 CKED SHRIMP 15.98 N
6478 SAUSAGE 1095 14.38 N
980097379 CHARMER E 6.34 N
180857 WISHBONEZPKF 5.98 N
180857 WISHBONEZPKF 5.98 N
980140837 VARIETY DIPP 7.98 N
980116639 TOMATO 3LBSF 3.98 N
61971 MINI CUCUMBE 3.68 N
980184193 BROQUETTE 6.98 N
980272288 BOSTILAVO 13.98 N
I 179236 CHIPSADY F 7.64 N
I 980281730 BARILLA VTYF 7.64 N
E 179236 CHIPSADY F 7.64 N
E V INST SV 2 @ 1.00- 2.00-N
SUBTOTAL 177.42

VISA Credit
APPROVAL # 002487
AID 8000000031010
98C 4556C1A510007A33
TERMINAL # SC010242
CHANGE DUE 0.00

Additional Savings This Trip:
Sam's Instant Savings: \$2.00

Next Free shipping for Plus members.
Learn more: samsclub.com/freeshipping
Visit samsclub.com to see your savings

ITEMS SOLD 21

TC# 3895 4502 1331 4359 7864 6



*** MEMBER COPY ***

Town Supply

S.A.H.'S CLUB
CLUB MANAGER ROHRA
(954) 345-3414
CORAL SPRINGS, FL
07/02/12 18:33 1095 0637 0 05 3343

Town

561914 MM WATER F 2.98 N
561914 MM WATER F 2.98 N
887859 SONNY'S BBQSF 4.98 N
600572 MM FULL LTD 8.48 E
600524 MM FULL PAN 10.98 E
980283884 BEEF MEAT HALF 12.98 N
980125614 CKED SHRIMP 15.98 N
980283884 BEEF MEAT HALF 12.98 N
980125614 CKED SHRIMP 15.98 N
6478 SAUSAGE 1095 14.38 N
980097379 CHARMER E 6.34 N
180857 WISHBONEZPKF 5.98 N
180857 WISHBONEZPKF 5.98 N
980140837 VARIETY DIPP 7.98 N
980116639 TOMATO 3LBSF 3.98 N
61971 MINI CUCUMBE 3.68 N
980184193 BROQUETTE 6.98 N
980272288 BOSTILAVO 13.98 N
I 179236 CHIPSADY F 7.64 N
I 980281730 BARILLA VTYF 7.64 N
E 179236 CHIPSADY F 7.64 N
E V INST SV 2 @ 1.00- 2.00-N
SUBTOTAL 177.42

VISA Credit
APPROVAL # 002487
AID 8000000031010
98C 4556C1A510007A33
TERMINAL # SC010242
CHANGE DUE 0.00

Additional Savings This Trip:
Sam's Instant Savings: \$2.00

Next Free shipping for Plus members.
Learn more: samsclub.com/freeshipping
Visit samsclub.com to see your savings

ITEMS SOLD 21

TC# 3895 4502 1331 4359 7864 6



*** MEMBER COPY ***

08032021515171.pdf

https://tppl-my.sharepoint.com

Town Supplies

Town Supplies

SAM'S CLUB
MANAGER LADARRIN RIVERS
(954) 433-8867
MIRAMAR, FL

07/23/21 11:04 1397 08173 004 1011
TOWN

07/23/21 11:04 1397 08173 004 1011
TOWN

8.98 E 980138427 SNICKERS BAF
13.98 N 980272279 30CTFLHOT F
11.98 N 980109489 DELUXE MIXE F
11.98 N 980109291 CASHEN PCS F
5.82 N 980109291 CASHEN PCS F
5.82 N 340855 LANCETOASTY F
6.88 E 149683 HAMPCH24PK F
6.88 E 598992 7UP 24PK F
6.88 E 670603 BIG GRN TEA F
8.98 E 622121 COKE 35PK F
12.32 E 622121 COKE 35PK F
12.32 E 624182 DT COKE 35PF
5.88 E 699004 RAW 24PK F
7.98 N 342903 LOL HNH PCS F
7.98 N 980186263 HANHOUSE480F
7.98 N 980186263 HANHOUSE480F
9.62 N 980186263 HANHOUSE480F
9.62 N 409062 CAFE BUSTEL F
9.62 N 409062 CAFE BUSTEL F
9.62 N 1980272288 60CTFLAVO F
9.62 N 980272289 60CTBOLD F
13.98 N 980326130 FACTORYFAV F
15.38 N 980326130 FACTORYFAV F
15.38 N 50180 SKT/STAIRSF F
6.28 N 958879 TROPICANA PF F
6.28 N 958879 TROPICANA PF F
9.78 N 818320 PIGS FEET F
9.78 N 818306 PICKLED EGGS F
1.88 N 980134822 MN HALF HALF F
1.88 N 980134822 MN HALF HALF F
1.88 N 980134763 MN HEAVY CFE F
3.48 N 980134763 MN HEAVY CFE F
3.48 N 980134763 MN HEAVY CFE F
3.48 N 980134763 MN HEAVY CFE F
14.88 E 980249976 QJ 24/100Z F F
11.98 E 980249976 QJ 24/100Z F F
11.98 E 980101300 KARS 40 CT F F
1.78 E 108832 BANANAS F
3.66 E 622943 AVOCADO F
3.66 E 1980044949 FEBREZE F
12.98 E 980136029 MN TROP MIXF
12.98 E 980096439 MN PN62 JARF
2.00-N E V INST SV FEBREZE
2.00-N E V INST SV 60CTFLAVO
411.46 SUBTOTAL

Visa Credit
APPROVAL \$ 023940
RID 80000000031010
ARC E3230E13A201A37D
TERMINAL \$ SC010221
DISTRIBUTOR NUMBER: WDE1600359
CHANGE DUE 0.00
Tab License: WDE1600360

Additional Savings This Trip:
Sam's Instant Savings: \$4.00
Visit samsclub.com to see your savings

ITEMS SOLD 45

TO# 1911 1286 0246 0459 1174 4

*** MEMBER COPY ***

*** MEMBER COPY ***

8.98 E 980138427 SNICKERS BAF
13.98 N 980272279 30CTFLHOT F
11.98 N 980109489 DELUXE MIXE F
11.98 N 980109291 CASHEN PCS F
5.82 N 980109291 CASHEN PCS F
5.82 N 340855 LANCETOASTY F
6.88 E 149683 HAMPCH24PK F
6.88 E 598992 7UP 24PK F
6.88 E 670603 BIG GRN TEA F
8.98 E 622121 COKE 35PK F
12.32 E 622121 COKE 35PK F
12.32 E 624182 DT COKE 35PF
5.88 E 699004 RAW 24PK F
7.98 N 342903 LOL HNH PCS F
7.98 N 980186263 HANHOUSE480F
7.98 N 980186263 HANHOUSE480F
9.62 N 980186263 HANHOUSE480F
9.62 N 409062 CAFE BUSTEL F
9.62 N 409062 CAFE BUSTEL F
9.62 N 1980272288 60CTFLAVO F
9.62 N 980272289 60CTBOLD F
13.98 N 980326130 FACTORYFAV F
15.38 N 980326130 FACTORYFAV F
15.38 N 50180 SKT/STAIRSF F
6.28 N 958879 TROPICANA PF F
6.28 N 958879 TROPICANA PF F
9.78 N 818320 PIGS FEET F
9.78 N 818306 PICKLED EGGS F
1.88 N 980134822 MN HALF HALF F
1.88 N 980134822 MN HALF HALF F
1.88 N 980134763 MN HEAVY CFE F
3.48 N 980134763 MN HEAVY CFE F
3.48 N 980134763 MN HEAVY CFE F
3.48 N 980134763 MN HEAVY CFE F
14.88 E 980249976 QJ 24/100Z F F
11.98 E 980249976 QJ 24/100Z F F
11.98 E 980101300 KARS 40 CT F F
1.78 E 108832 BANANAS F
3.66 E 622943 AVOCADO F
3.66 E 1980044949 FEBREZE F
12.98 E 980136029 MN TROP MIXF
12.98 E 980096439 MN PN62 JARF
2.00-N E V INST SV FEBREZE
2.00-N E V INST SV 60CTFLAVO
411.46 SUBTOTAL

Visa Credit
APPROVAL \$ 023940
RID 80000000031010
ARC E3230E13A201A37D
TERMINAL \$ SC010221
DISTRIBUTOR NUMBER: WDE1600359
CHANGE DUE 0.00
Tab License: WDE1600360

Additional Savings This Trip:
Sam's Instant Savings: \$4.00
Visit samsclub.com to see your savings

ITEMS SOLD 45

TO# 1911 1286 0246 0459 1174 4

*** MEMBER COPY ***

08032021STMT.pdf

https://tppfl-my.sharepoint.com/personal/kaynolek_tppfl_gov/



Back two school
Giveaway. *Joy's card*

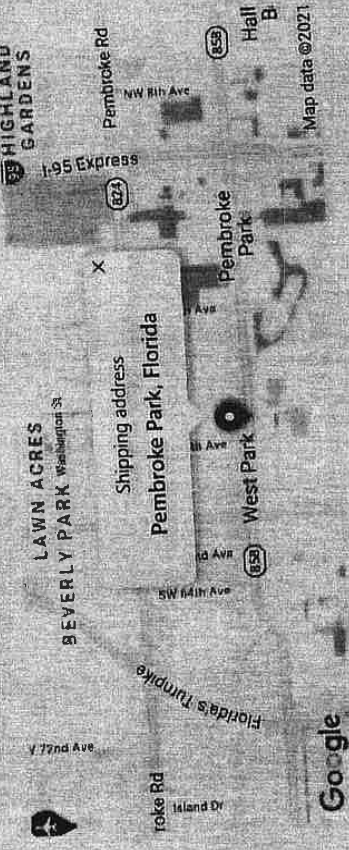
Show order summary

~~\$1,504.00~~
\$1,436.40

Order #34676



Thank you Joy!



Google

Your order is confirmed

You'll receive a confirmation email with your order number shortly.

[Download Shop to track package](#)

Order updates

You'll get shipping and delivery updates by email.

☐ Get shipping updates by text

Customer information

Contact information

jbrown@tppfl.gov

Shipping address

Joy Brown
3150 SW 52nd AVE
Pembroke Park FL 33023
United States
(954) 966-4600

Joy Brown

From:
Sent:
To:
Subject:

Canva <no-reply@canva.com>
Monday, August 2, 2021 9:36 AM
Joy Brown
Your Canva invoice

social media
flyers



Your invoice

Thank you for your purchase! Your invoice details are below.

INVOICE

03135-13594500

DATE OF ISSUE

Aug 2, 2021

BRAND ID

BAEZHLxbzPU

BILLED TO

Card (Visa - 8442)

Town of Pembroke Park

Invoice Summary

	ITEM	AMOUNT
	Subscription charges	\$12.99
Charged:		\$12.99

[View details](#)

[View all invoices](#)



WELLS FARGO BUSINESS ELITE CARD



Page 1 of 4

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN GEOFFREY JACOBS	For Customer Service Call: 800-231-5511
Sub Account Number	[REDACTED]	Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650
Statement Closing Date	09/03/21	
Next Statement Date	10/03/21	
Monthly Spending Limit*	\$7,500	

* Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$3,315.74
Cash Advances	+	\$0.00
Credits	-	\$1,500.00
Statement Total		\$1,815.74

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
08/06	08/08	24275395SS66QR88R	PLANET PRINTER 956-2121444 FL		543.00 ✓
08/09	08/10	24492158XLMPODXR	ALLIANZ TRAVEL INS ALLIANZINS USVA		25.97 ✓
08/09	08/10	24906416X3N10GJL	4IMPRIINT 877-4467746 WI		728.59 ✓
08/09	08/11	24943006YWESN2DH3	AMERICAN AIR001213387375/FORT WORTH TX		206.80 ✓
08/09	08/31/21		JACOBS-GEOFFREY		
		1 AA Q	MIAMI		
		2 AA S	AUSTIN		
08/10	08/11	24760826Z8POPO92WZ	NOBLES CUSTOM JOCKEY A DAVIE FL		817.00 ✓
08/12	08/15	2469216712XJSRHAK	MARRIOTT ORLANDO WG F& 866-435-7627 FL		31.69 ✓
08/14	08/16	2469216732XA8S705	MARRIOTT ORLANDO WG F& 866-435-7627 FL		15.7 ✓
08/12	08/17	2469216742XTAB93H	MARRIOTT ORLANDO WORLD 866-435-7627 FL		895.00 ✓
08/19	08/22	2469216782XXEFG5W	KRISPY KREME #432 MIAMI FL		21.98 ✓
08/20	08/22	2469216782XTX6WHT	WPY* Boward League of Cities-469-3729 FL		30.00 ✓
08/24	08/25	74492157QRTH008TV	USMAYCORS 2028616796 DC	1,500.00 ✓	
09/03	09/03	0000000000000000COMP	TOTAL PURCHASES \$3,315.74		
			TOTAL RETURNS \$1,500.00		
			TOTAL \$1,815.74		

All transactions detailed above have been billed to the company control account.

Wells Fargo News

Take advantage of the features that come with Online Banking:

Messages and alerts: Stay informed about your account with updates sent to your email or mobile phone
Wells Fargo Card Design Studio® service: Make your card as unique as your business. Customize your card design with this free service.

Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information.

2021STMT Part 1 of 2.pdf

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3401 North 29 Ave #101 • Hollywood, FL 33020
 Print@PlanetPrinter.com
 954-212-1444 • 754-333-4400 FAX

Invoice

100 Lanyards w/Tag Reel	
Date	Invoice #
8/5/2021	44314

PAID
 08/06/2021

Bill To	Ship To
Town of Pembroke Park 3150 SW 52nd Ave Pembroke Park, FL 33023 ddavis@tppfl.gov 954-966-4600 Ext. 228	Town of Pembroke Park Dierdre Davis 3150 SW 52nd Ave. Pembroke Park, FL 33023

File Name	Job Size & Qty	P.O. No.	Terms	Rep	Delivery / Ship Date	Delivery Method	Tracking #
		100 Lanyards w/...	Pre Pay		8/5/2021	PickUp	WH
Quantity	Description						Amount
100	3/4" Dye-Sublimated Lanyard with Metal Crimp and Retractable Badge Reel Lanyard Color: Royal Blue with White Type Reel Color: Royal Blue Set Up Fee Per Color Shipping						408.00T
	Customer Pick Up 8/11/21 after 5pm During Business Hours Monday - Friday - 10 am - 7 pm Internet Sales - No Tax						60.00T
							75.00T
							0.00T
							0.00%
							0.00

Items for Staff

Max Jacobs Credit Card

PLEASE MAKE CHECKS PAYABLE TO PLANET PRINTER
 and Fax to 877-FAX-CHEX - Call us with any questions or concerns at 954-212-1444.

Phone #	Fax #	Total
954-212-1444		\$543.00
		Payments/Credits
		- \$543.00
		Balance Due
		\$0.00

ALL INVOICES NOT PAID BY DUE DATE WILL BE ASSESSED A MONTHLY FINANCE CHARGE OF 2.1%

message.

Here's your plan information

Hi GEOFFREY,

Thank you for protecting your trip with us.

Your insurance plan at a glance

Plan:	Purchase Date:
Deluxe Domestic Trip Protector IV	August 9, 2021
Plan Number:	Effective Date:
AMR11156459563	August 10, 2021
Total Amount Paid:	Travel Date(s):
\$25.97	Aug. 31, 2021 - Sep. 4, 2021



If you're not completely satisfied, you have 15 days (or more, depending on your state of residence) to request a refund, provided you haven't started your trip or initiated a claim. Premiums are non-refundable after this period.

Comm - Travel


https://tppf-my.sharepoint.com/personal/townclerk_tppf_gov/

police - MISC
001-520521-55889-00-00
Order Confirmation 21458218

Page 1

101 Commerce St
PO Box 320
Oshkosh, WI 54901

www.4imprint.com

Toll Free: 877-446-7746
Free Fax: 800-355-5043

Main Address
DIERDRE DAVIS
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
HOLLYWOOD, FL 33023-5413

Invoice Address
JEFFREY JACOBS
TOWN OF PEMBROKE PARK
PEMBROKE PARK FL 33023

Shipping Address
Dierdre Davis
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
HOLLYWOOD, FL 33023-5413
USA
Tel: 954-966-4600

Order Number: 21458218
Order Date: July 28 2021
Account No: 3821582
Reference No:

Questions Call: Laura Schmitz
Phone: 877-446-7746 Ext. 8519
Fax: 855-291-7381
Email: lschmitz@4imprint.com

Item	Qty	Vertical Stitch Padfolio	Item #	Description	Colors	(Padfolio, Trim): Black, Gray	Unit \$	Price \$	Total \$
1	1,008	Set-Up Charge		Set-Up Charge			10.8600	380.80	380.80
		Freight					55.0000	55.00	55.00
								41.06	41.06
									75.86

Artwork Instructions

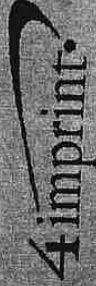
Product Color (Base, Trim): Black, Gray
Imprint Location: Front
Imprint Colors: White

Item	Qty	Budgeteer Pencil	Item #	Description	Colors	(Barrel, Eraser) ; See Below	Unit \$	Price \$	Total \$
1,008	1,008	Budgeteer Pencil		Budgeteer Pencil			0.2200	221.76	221.76
		252 - Red, Pink		252 - Red, Pink			0.0000	0.00	0.00
		252 - Green, Pink		252 - Green, Pink			0.0000	0.00	0.00
		252 - Yellow, Pink		252 - Yellow, Pink			0.0000	0.00	0.00
		Set-Up Charge		Set-Up Charge			0.0000	0.00	0.00
		Freight					15.0000	15.00	15.00
								14.97	14.97

Artwork Instructions

Product Color (Base, Trim): See Below. See Below
Imprint Location: Barrel
Imprint Colors: White

Grand Total

**Order Confirmation 21458218**

101 Commerce St
PO Box 320
Oshkosh, WI 54901

www.4imprint.com

Toll Free: 877-446-7746
Free Fax: 800-355-5043

Order Number: 21458218
Order Date: July 28 2021
Account No.: 3821582

Questions Call: Laura Schmitz
Phone: 877-446-7746 Ext. 8519
Fax: 855-291-7381
Email: lschmitz@4imprint.com

Thank you for your order!

Information Regarding Sales Tax: 4imprint currently collects sales tax on orders shipped to all states that impose a sales tax, as well as the District of Columbia and Puerto Rico. If your organization is exempt in any of the states or jurisdictions where we collect sales tax, please supply your Customer Care Representative with the appropriate tax exemption or resale certificate. For more information, please consult the website of the relevant tax agency.

To review our privacy policy please visit <https://www.4imprint.com/info/privacy>

Shipment Details

Shipment to	Qty	Item #	Estimated Ship Date	Carrier, service	Guaranteed Delivery Date	Freight
Address as above.	35 1008	145164 318	Aug 06 2021 Aug 04 2021	UPS Ground (Parcel)	Aug 11 2021 Aug 09 2021	41.06 14.97

Tuesday, August 31, 2021

MIA	AUS	Seat: 21F
8:35 AM	10:50 AM	Class: Economy (Q)
Miami	Austin	Meals:
AA 4180		
Operated by Envoy Air as American Eagle		

Saturday, September 4, 2021

AUS	MIA	Seat: 18F
4:25 PM	8:14 PM	Class: Economy (S)
Austin	Miami	Meals:
AA 4178		
Operated by Envoy Air as American Eagle		

Your payment

Credit Card (Visa ending 1746) \$206.80

Total paid \$206.80

Your purchase

GEOFFREY JACOBS
AAdvantage #: 3F99WR4

New ticket
Ticket #: 0012193873767
[\$165.58 + Taxes and fees \$41.22] \$206.80

BNJ NOBLE, INC.

5408 STIRLING ROAD
DAVIE, FL 33314

Invoice

Date	Invoice #
7/26/2021	22120

Bill To

TOWN OF PEMBROKE PARK
3150 SW 52 AVE.
PEMBROKE PARK, FL 33023

Ship To

CUSTOMERS NAME	PO#	PHONE NUMBER

Qty	Item	Description	Rate	Amount
5	CS411	FOR JOY CornerStone® - Ladies Select Snag-Proof Tactical Polo (XL) royal 1 tan 1 blk 1 dk green 1 whit 1	25.00	125.00T
2	DP625W	Devon & Jones Ladies' Perfect Fit™ 3/4 Sleeve Stretch Poplin Blouse (XL) black 1 french blue 1	25.00	50.00T
7	L CHEST	PEMBROKE PARK ADMINISTRATOR BADGE	9.00	63.00T
7	R CHEST	J. BROWN ADMINISTRATOR	5.00	35.00T
3	CS411	FOR DIEDRE CornerStone® - Ladies Select Snag-Proof Tactical Polo (2XL) royal 1 red 1 lt gray 1	27.00	81.00T

PLEASE MAKE CHECKS TO:

BNJ NOBLE INC

Custom designs and items that are custom cut to orders are non-refundable

Subtotal

Sales Tax (0.0%)

Total

Phone #

(954) 987-1040

E-mail

nobleuniforms@gmail.com

Page 1

Payments/Credits

Balance Due

4/11/2022

5408 STIRLING ROAD
DAVIE, FL 33314

**TOWN OF PEMBROKE PARK
3150 SW 52 AVE.
PEMBROKE PARK, FL 33023**

Check/Ref No

Date _____

Date	Invoice Number	Amount Due	Amount Applied
7/13/2021	22083	\$43.00	\$43.00
7/26/2021	22120	\$478.00	\$478.00
8/10/2021	22195	\$296.00	\$296.00

001-520521-510900-00-00

WÜBLER, T. STAM

Page 113

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5317. 199

What you

1330-1341 P. 1079

Payment Receipt

09032021STMT Part 1 of 2.pdf

https://tppfl-my.sharepoint.com/personal/townclerk_tppfl_gov/

BNJ NOBLE, INC.
5408 STIRLING ROAD
DAVIE, FL 33314

Invoice

Date	Invoice #
8/10/2021	22195

PAID
08/10/2021
11:11 AM

Bill To	Ship To
TOWN OF PEMBROKE PARK 3150 SW 52 AVE. PEMBROKE PARK, FL 33023	

CUSTOMERS NAME	PO#	PHONE NUMBER

Qty	Item	Description	Rate	Amount
2	CS411	CornerStone® - Ladies Select Snag-Proof Tactical Polo (XL)	25.00	50.00T
2	DP625W	1 - RED & 1 - LT GRAY Devon & Jones Ladies' Perfect Fit™ 3/4-Sleeve Stretch Poplin Blouse (XL)	25.00	50.00T
2	D640W	1 - LIME & 1 - CHARITY PINK Devon & Jones Ladies' Crown Woven Collection® Gingham Check (XL)	35.00	70.00T
6	L CHEST	Devon & Jones Ladies' Crown Woven Collection® Gingham Check	9.00	54.00T
6	R CHEST	PEMBROKE PARK ADMINISTRATOR BADGE J. BROWN ADMINISTRATOR	5.00	30.00T
1	CS410	CornerStone® - Select Snag-Proof Tactical Polo (3XL) ROYAL BLUE	28.00	28.00T
1	L CHEST	IT PEMBROKE PARK BADGE (SILVER)	9.00	9.00T
1	R CHEST	M. PAKULA (SILVER)	5.00	5.00T

PLEASE MAKE CHECKS TO:
BNJ NOBLE INC

Custom designs and items that are custom cut to orders are non-refundable	Subtotal	\$296.00
	Sales Tax (0.0%)	\$0.00
	Total	\$296.00
	Payments/Credits	-\$296.00
	Balance Due	\$0.00

Phone #
(954) 987-1040

E-mail
nobleuniforms@gmail.com

09032021STMT Part 1 of 2.pdf

https://tppfl-my.sharepoint.com/personal/townclerk_tppfl_gov/Dc

BNJ NOBLE, INC.
5408 STIRLING ROAD
DAVIE, FL 33314

Invoice

Date	Invoice #
7/26/2021	22120

Bill To
TOWN OF PEMBROKE PARK 3150 SW 52 AVE. PEMBROKE PARK, FL 33023

Ship To

CUSTOMERS NAME	PO#	PHONE NUMBER

Qty	Item	Description	Rate	Amount
2	DP625W	Devon & Jones Ladies' Perfect Fit™ 3/4-Sleeve Stretch Poplin Blouse (2XL) royal 1 black 1	27.00	54.00T
5 5	L CHEST R CHEST	PEMBROKE PARK RECORDS BADGE (SILVER) D. DAVIS RECORDS	9.00 5.00	45.00T 25.00T

PLEASE MAKE CHECKS TO:
BNJ NOBLE INC

Subtotal	\$478.00
Sales Tax (0.0%)	\$0.00
Total	\$478.00
Payments/Credits	\$0.00
Balance Due	\$478.00

Phone #
(954) 987-1040

E-mail
nobleuniforms@gmail.com

Page 2

4/11/2023.

09032021STMT Part 1 of 2.pdf

<https://tppfl-my.sharepoint.com/...>

BNJ NOBLE, INC.

5408 STIRLING ROAD
DAVIE, FL 33314

Invoice

Date	Invoice #
7/13/2021	22083

Bill To

TOWN OF PEMBROKE PARK
3150 SW 52 AVE.
PEMBROKE PARK, FL 33023

Ship To

CUSTOMERS NAME

PAKULA, M.

PO#

PHONE NUMBER

Qty	Item	Description	Rate	Amount
1	CS410	CornetStone® - Select Snug-Proof Tactical Polo Lt gray 3x1	29.00	29.00
1	L CHEST	IT Pembroke Park badge- silver	9.00	9.00
1	R CHEST	R chest M Pakula blk	5.00	5.00



PLEASE MAKE CHECKS TO:

BNJ NOBLE INC

Custom designs and items that are custom cut to orders are non-refundable

Subtotal

\$43.00

Sales Tax (0.0%)

\$0.00

Total

\$43.00

Payments/Credits

\$0.00

Balance Due

\$43.00

Phone #

(954) 987-1040

E-mail

nobleuniforms@gmail.com

FLC DIVERS

& & 407 & &
Central Pantry
& & XXX & &
Orlando, Florida 32821

Check No : 4049
Table No : 0
Server : 180582 RONALD
Name on Card: JACOBS/GEOFFREY
Acct Num : XXXXXXXXXXXX1746
Expiry Date : **/**
Card Type : VISA
Trans Type : Authorize
Trans Date : 8/12/2021
Trans Time : 9:28 PM
Entry Mode : Chip
Auth Code : 012604
Resp Code : 00
Mode : Issuer
App Label : VISA CREDIT
AID : A0000000031010
ARC : 00
TVR : 0000008000
TSI : E800
IAD : 06011203602002

00 Approved - Thank You 000

Subtotal : US\$ 31.69
Gratuity : *31.69*
Total : *63.38*

Signature
I Agree to pay total amount as
per the Card Issuer Agreement.
Customer Copy

1 407-239-4200

FLC DIVERS

& & 407 & &
Central Pantry
& & XXX & &
Orlando, Florida 32821

Check No : 4049
Table No : 0
Server : 180582 RONALD
Name on Card: JACOBS/GEOFFREY
Acct Num : XXXXXXXXXXXX1746
Expiry Date : **/**
Card Type : VISA
Trans Type : Authorize
Trans Date : 8/12/2021
Trans Time : 9:28 PM
Entry Mode : Chip
Auth Code : 012604
Resp Code : 00
Mode : Issuer
App Label : VISA CREDIT
AID : A0000000031010
ARC : 00
TVR : 0000008000
TSI : E800
IAD : 06011203602002

00 Approved - Thank You 000

Subtotal : US\$ 31.69
Gratuity : *31.69*
Total : *63.38*

Signature
I Agree to pay total amount as
per the Card Issuer Agreement.
Customer Copy

1 407-239-4200

FLC DUNCAN

& & & 407 & & &
Central Pentry
& & & XXX & & &
Orlando, Florida 32821

Check No : 4049
Table No : 0
Server : 180582 RONALD
Name on Card: JACOBS/GEORFREV
Acct Num : XXXXXXXXXXXX1746
Expiry Date : **/**
Card Type : VISA
Trans Type : Authorize
Trans Date : 8/12/2021
Trans Time : 9:28 PM
Entry Mode : Chip
Auth Code : 012604
Resp Code : 00
Mode : Issuer
App Label : VISA CREDIT
ATD : A00000000301010
ARC : 00
TVR : 00000000000
TSI : 5500
IAD : 0501720302002

01 Approved - Cash 0.00

Subtotal : 0.00

Gratuity : 3.67

Total : 3.67

Signature
I Agree to pay total amount as
per the Card Issuer Agreement.
Customer Copy

1 407-239-4200

https://apple.com/

& & & 414 & &
Orlando World Center Marriott
**** Starbucks ****
19065 ALICEA

CHK 5743
14 Aug '21 8:06 AM

1 VENT CLASSIC CHAI 6.20
1 ADD BREVE/HEAVY CREAM 0.80
1 SOUS VIDE BACON GRUYERE 7.75

SUBTOTAL \$14.75
TAX \$0.96
PAYMENT \$15.71
Change Due \$0.00
\$15.71

Visa
at014084 xxx1746

Check Closed
14 Aug '21 8:06 AM

Comm-
Travel
Jacobs

4/11/2023



MARRIOTT

MARRIOTT ORLANDO WORLD CENTER

GUEST FOLIO

21194 ROOM JACOBS/G 179.00 08/15/21 11:00 18671
PV/KG NAME RATE DEPART TIME ACCT# GROUP
TYPE 490 08/10/21 19:14
ROOM CLERK ADDRESS MBV# XXXXX5946

DATE		REFERENCES	PAYMENT		CHARGES	CREDITS	BALANCES DUE
08/10	ROOM	21194 1			179.00		
08/10	ROOMTAX	21194 1			17.38		
08/11	ROOM	21194 1			179.00		
08/11	ROOMTAX	21194 1			17.38		
08/12	ROOM	21194 1			179.00		
08/12	ROOMTAX	21194 1			17.38		
08/13	ROOM	21194 1			179.00		
08/13	ROOMTAX	21194 1			17.38		
08/14	ROOM	21194 1			179.00		
08/14	ROOMTAX	21194 1			17.38		
08/14	RTXXMPT	ADJ				58.20 AD	
08/14	OTXXMPT	ADJ				53.70 AD	
08/15	VS CARD					\$895.00	

TO BE SETTLED TO: VISA CURRENT BALANCE .00
THANK YOU FOR CHOOSING THE ORLANDO WORLD CENTER MARRIOTT
FOR A QUICK EFFICIENT CHECK-OUT PLEASE DIAL EXT. 85000 AND
FOLLOW THE AUTOMATED INSTRUCTIONS ON THE VOICE MAILBOX.

See our "Privacy & Cookie Statement" on Marriott.com

com
Travel

Your Marriott Bonvoy points/miles earned on your eligible earnings will be credited to your account. Check your Marriott Bonvoy Account Statement for updated activity. See members.marriott.com for new Marriott Bonvoy benefits.



MARRIOTT ORLANDO WORLD CENTER
WORLD CENTER DRIVE
ORLANDO FL 32821

Treat yourself to the comfort of Marriott Hotels in your home. Visit [ShopMarriott.com](https://shop.marriott.com).

This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amounts shown in the credit column opposite any credit card entry in this reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, we will come to you to collect the amount. If you are charged back, in the event payment is not made within 25 days after check-out, you will owe us interest from the check-out date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.

Signature X

2021STMT Part 1 of 2.pdf

https://tppfl-my.sharepoint.com/personal/townclerk_tppfl_gov/Doc...

TOWN STAFF

Krispy Kreme
Doughnuts & Coffee
530 NE 167th Street
Miami, FL 33162
305.949.6135

Host:
12

08/19/2021
8:44 AM
10013

Area: Retail Counter

Tell us about your visit today!
Complete our survey at
www.KrispyKremeListens.com
within 4 days from the date on
this receipt & receive a code
that you redeem for
BUY 1 DOZEN DOUGHNUTS & RECEIVE
1 DOZEN ORIGINAL GLAZED FREE
at the store where you received
this invitation

XXXXXXXXXXXX8421
Angela Jacobs

Original Glazed Dozen (2 @10.99) 21.98

I 382 148 000 093 102 1

At the end of the survey you will
receive a validation code to record here

Offer expires 3 months from the date
this receipt. Coupon must be presented
with this order. Product may vary by
market. Valid at participating
Krispy Kreme retail stores only.
Not redeemable at grocery stores,
convenience stores, or any other
location that is not the location where
you received this invitation.
Limit one per visit per week.
Not valid with any other offer.
Cash value 1/20c. © 2016 KND

Subtotal

21.98

Total Tax

0.00

Carryout Total 21.98

MID: 720000806655
TID: 1171
RRN: 016003

TOWN STAFF

Krispy Kreme
Doughnuts & Coffee
530 NE 167th Street
Miami, FL 33162
305.949.6135

Host:
12

08/19/2021
8:44 AM
10013

Area: Retail Counter

Tell us about your visit today!
Complete our survey at
www.KrispyKremeListens.com
within 4 days from the date on
this receipt & receive a code
that you redeem for
BUY 1 DOZEN DOUGHNUTS & RECEIVE
1 DOZEN ORIGINAL GLAZED FREE
at the store where you received
this invitation

XXXXXXXXXXXX8421
Angela Jacobs

Original Glazed Dozen (2 @10.99) 21.98

Cash value 1/20c. © 2016 KND

Subtotal

21.98

Total Tax

0.00

Carryout Total 21.98

MID: 720000806655
TID: 1171
RRN: 016003

SALE

XXXXXXXXXXXX1746
Entry Method: Chip
08/19/2021 08:44:04
INVOICE: 016003

Total:

USD\$ 21.98

APPROVED

019931

Visa Credit

A0000000031010

AID:

0800008000

TVR:

E800

TSI:

Thank You for Visiting Krispy Kreme
We appreciate your business.

Joy Brown

From: Sely Cochrane <scochrane@browardleague.org>
Sent: Friday, August 20, 2021 10:20 AM
To: Geoffrey Jacobs
Subject: Thank you for registering for Thank you for attending the Broward League of Cities Breakfast at FLC Annual Conference

Thank you for attending the Broward League of Cities Breakfast at FLC Annual Conference

Thank you for joining us at the Broward League of Cities breakfast at the FLC Conference. The cost for this event is \$30 and payment can be made below.

Saturday, August 21, 2021 at 7:30 AM EDT
-to-
Tuesday, August 31, 2021 at 8:30 AM EDT

Orlando World Center Marriott
 8701 World Center Drive
 Orlando, FL 32821

Thank you again for registering for the Broward League of Cities Breakfast at the FLC Conference. This email is confirmation of your successful registration. If any of the information displayed below is incorrect, please contact us as soon as possible.
 Cancellations after Aug. 11th and no-shows cannot be refunded.

[View and print my ticket\(s\)](#)

Personal Information

First Name: Geoffrey
Last Name: Jacobs
City or Company: Town of Pembroke Park
Email Address: gjacobs@tppfl.gov

Payment Method: Credit Card

Payment Summary

Name	Type	Quantity	Fee	Total
Geoffrey Jacobs	Event fee	1	\$30.00	\$30.00
				Total \$30.00

Contact

Sely Cochrane
 Broward League of Cities

1
 comm - Bus. meeting



WELLS FARGO BUSINESS ELITE CARD



Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN JOY BROWN
Sub Account Number	[REDACTED]
Statement Closing Date	10/03/21
Next Statement Date	11/03/21

For Customer Service Call:
800-231-5511

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Monthly Spending Limit*	\$10,000
-------------------------	----------

* Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$1,027.38
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$1,027.38

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
09/28	10/01	24445009GBLNBXALD	SAMS CLUB #6173 MIRAMAR FL		100.99
10/01	10/03	24223388KBLGYEYV	SAMS CLUB #6637 CORAL SPRINGS FL		774.59
10/01	10/03	24223388K2LRJ95T	SAMS CLUB #6173 MIRAMAR FL		78.34
10/01	10/03	24582168J2XD400J9	PAPER DIRECT 800-272-7377 CO		80.47
10/02	10/03	24011348K001BWD65	CANVA* 003196-12714785 HTTPSCANVA CODE		12.99
10/03	10/03	00000000000000000000	TOTAL PURCHASES	\$1,027.38	
			TOTAL	\$1,027.38	

All transactions detailed above have been billed to the company control account.

Wells Fargo News

Take advantage of the features that come with Online Banking: Messages and alerts: Stay informed about your account with updates sent to your email or mobile phone. Wells Fargo Card Design Studio® service: Make your card as unique as your business. Customize your card design with this free service. Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information.

5596 0021 YTB 1 7 2 211003 0 PAGE 1 of 2 1 0 3260 1000 ELA3 01DR5596 25867

4/11/2023, 4:55 PM

Town Supplies

S A M ' S C L U B
CLUB MANAGER ROHAN JAMES
(954) 345 - 3443
CORAL SPRINGS, FL

10/01/21 09:19 6912 06637 003 2983

Town

STAFF MEETINGS

SAH'S CLUB Self Checkout

CLUB MANAGER LADARRIA RIVERS
(954) 433 - 8867

09/28/21 14:51 5097 08173 091 9091

Twelve

[illegible]

VISA	8442	100.99
TEND		100.99
TOTAL		100.99

Visa Credit
 A/C # 628103
 A/C # 00031010
 A/C # 4087422ECP6

TERMINAL #	SC010000	CHANGE DUE
000000	0.00	

DISPATCH NUMBER: 400

UPE 1600360

...to see your savings

ITEMS SOLD 19

REV 0003 2148 2194 3048 4062 0



*** ADDITIONAL ***

ND - Market supplies

*** DUPLICATE OF INVOICE ***

Paper Direct
PO Box 1151
Minneapolis
(800) 760-1203

MN 554401151

Catalog Number 535
Order # 1926265
Cust# 43196082
PO#
Date Invoiced 9/30/2021

Paid by: XXXXXXXXXXXXX8442 Exp: 8 2023

Sold To :
JOY BROWN
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE

Ship To:
JOY BROWN
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE

Pembroke Park
FL 33023

Pembroke Park
FL 33023

Qty	Item Number	Product Description	Unit Price	Ext Price
	1 CT1091	TRADITIONAL BLUE CERT 28H STND	34.49	34.49
	Merchandise	Tax	Totals	Amt Paid
	34.49		60.47	60.47
	Shipping			Balance
	25.98			police - m

34.49 34.49

Balance

police - misc. 001-520521-599999-00-0000

1.5% Interest will be charged to accounts over 30 days old.

1.5% Interest will be charged to accounts.

assent to this sales is expressly conditional to
PF421 PAPER DIRECT www.standardtermsofsale.com and no terms of the buyer which
the terms found at www.standardtermsofsale.com and no terms of the buyer which
are different or additional to or in conflict with those herein are accepted.

Town Supplies

Self Check

CLUB MANAGER LADARRIN RIVERS
(954) 493-0867

10/01/21 10:40 2004 08173 093

9093

[illegible]

VISA TEND 78.34 8442 1 1

visa Credit

APPROVAL # 00120
AID A00000003F010
E00000003F010

QAC DE6AC33EZE81ZEL
TERMINAL # SCO11710

BUYER NUMBER

Tab License: YDE160

visit samsclub.com to see your savings

ITEMS SOLD 9

IC# 3372 0474 0061 2371 1982

NEW YORK

THE JOURNAL OF THE

market supplies

https://ipplf-my.sharepoint.com/personal/townclerk_ipplf_gov/Documents

10032021STMt.pdf

Police

*** DUPLICATE OF INVOICE ***

er Direct
Box 1151
neapolis
00)760-1203

MN 554401151

Catalog Number 535
Order # 1926265
Cust# 43196082
PO#
Date Invoiced 9/30/2021

Paid by: XXXXXXXXXXXX8442 Exp: 8 2023

ld To :
JOY BROWN
OWN OF PEMBROKE PARK
150 SW 52ND AVE

Ship To:
JOY BROWN
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE

embroke Park
L 33023

Pembroke Park
FL 33023

Qty	Item Number	Product Description	Unit Price	Ext Price
1	CT1091	TRADITIONAL BLUE CERT 28# STND	34.49	34.49
Merchandise		Shipping	Tax	Totals
		34.49	25.98	60.47
		Amt Paid		Balance
		60.47		

1.5% Interest will be charged to accounts over 30 days old.

PF421 PAPER DIRECT assent to this sales is expressly conditional to the terms found at www.standardtermsofsale.com and no terms of the buyer which are different or additional to or in conflict with those herein are accepted.

Town Supplies

Self Checkout
CLUB HANDED LADARRIN RIVERS
(954) 433-1067
MIAMI, FL

10/01/21 10:48 2004 00173 093 9093
Town

699004 AN 24PK F 7.48
699004 AN 24PK F 7.48
98052119 MN STAN LEE F 3.74
98052119 MN STAN LEE F 3.74
98053364 VELCHS90LT F 11.98
207317 PRINGLES F 13.98
980215792 OKR FT & CRF 7.98
980215792 OKR SUBTOTAL 76.34

TOTAL 76.34
VISA TEND 76.34
**** * 8442 1 1

VISA Credit
APPROVAL # 001216
AID 0000000031010
BAC DE6AC3E2E617FE7
TERMINAL # SC011710

CHANGE DUE 0.00
DISTRIBUTOR Number: WUE1600359
Tab License: WUE1600360

Visit samsclub.com to see your savings

ITEMS SOLD 9



Non Dept - Market Supplies

Police

Police - Misc. 001-520521-599999-00-0000

Joy Brown

From:
Sent:
To:
Subject:

Canva <no-reply@canva.com>
Saturday, October 2, 2021 9:35 AM
Joy Brown
Your Canva invoice

Your invoice

Thank you for your purchase! Your invoice details are below.

INVOICE	DATE OF ISSUE
03196-12714785	Oct 2, 2021
BRAND ID	BILLED TO
BAEZHLxbzPU	Card (Visa - 8442)
Town of Pembroke Park	

Invoice Summary

ITEM	AMOUNT
Subscription charges	\$12.99
Charged:	\$12.99

[View details](#)

[View all invoices](#)

Comm - Subscription / Member
001-510511 - 540001-00-00



WELLS FARGO BUSINESS ELITE CARD



Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN GEOFFREY JACOBS
Sub Account Number	
Statement Closing Date	10/03/21
Next Statement Date	11/03/21

For Customer Service Call:
800-231-5511

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Monthly Spending Limit*	\$7,500
-------------------------	---------

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$672.09
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$672.09

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
09/10	09/12	24692167X2XJREBEV	SO *UNTOASTED		51.11 ✓
09/17	09/19	2443356584N6FBWZWM	GALLS		334.99 ✓
09/27	09/28	24901978FL37RN XOB	FLORIDA LEAGUE OF CITIES 850-222-9684 FL		250.00 ✓
10/01	10/03	24692168J2XL1GSIY	SO *UNTOASTED		36.59 ✓
10/03	10/03	00000000000000000000	TOTAL PURCHASES		\$672.09
			TOTAL		\$672.09

All transactions detailed above have been billed to the company control account.

Wells Fargo News

Take advantage of the features that come with Online Banking:

Messages and alerts: Stay informed about your account with updates sent to your email or mobile phone. Wells Fargo Card Design Studio® service: Make your card as unique as your business. Customize your card design with this free service.
Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information.

Meeting PGD Brown
Untoasted

3121 W HALLANDALE
 BEACH BLVD STE 101, 101
 Pembroke Park, FL
 33009-5149
 (954) 374-9072
 www.untoasted.com

Sep 10, 2021
 1:29 PM

Valeria

PURCHASE

Ticket: #34
 Authorization 010685
 Receipt T9mg

Visa Credit
 AID A0 00 00 00 03 10 10

FOR HERE

Iced Tea x 2	\$5.50
Bacon, Shrimp and Grits	\$17.99
Chicken Taco	\$16.99
Ice Tea Refill	\$0.00
Subtotal	\$40.48
Gratuity (18%)	\$7.29
Sales Tax	\$3.34

18% gratuity was automatically added.

Total \$51.11
 Visa 1746 (Chip) \$51.11

THANK YOU FOR CHOOSING UNTOASTED!
 FOR YOUR CONVENIENCE 18% WILL BE
 ADDED TO THE BILL

Untoasted

3121 W HALLANDALE
 BEACH BLVD STE 101, 101
 Pembroke Park, FL
 33009-5149
 (954) 374-9072
 www.untoasted.com

Oct 1, 2021
 1:14 PM

Kendra

PURCHASE

Ticket: #32
 Authorization 001208
 Receipt dkmQ

Visa Credit
 AID A0 00 00 00 03 10 10

FOR HERE

Omelette	\$14.99
Bacon (\$2.00)	
Eggs Benedict	\$13.99
Subtotal	\$28.98
Gratuity (18%)	\$5.22
Sales Tax	\$2.39

18% gratuity was automatically added.

Total \$36.59
 Visa 1746 (Chip) \$36.59

THANK YOU FOR CHOOSING UNTOASTED!
 FOR YOUR CONVENIENCE 18% WILL BE
 ADDED TO THE BILL

Comm - Bus. Meeting
 001-510511-490006-00-0000

*Meeting PGD Paul
Valer*

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-5149

Sep 10, 2021
1:29 PM

Valeria
(954) 374-9072
www.untoasted.com

PURCHASE

Ticket: #34
Authorization 010685
Receipt T9mg

Visa Credit
AID 40 00 00 03 10 10

FOR HERE

Iced Tea x 2	\$5.50
Bacon, Shrimp and Grits	\$17.99
Chicken Taco	\$16.99
Ice Tea Refill	\$0.00
Subtotal	\$40.48
Gratuity (18%)	\$7.29
Sales Tax	\$3.34

18% gratuity was automatically added.

Total
Visa 1746 (Chip)

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-5149

Oct 1, 2021
1:14 PM

Kendra
(954) 374-9072
www.untoasted.com

PURCHASE

Ticket: #32
Authorization 001208
Receipt dKmq

Visa Credit
AID 40 00 00 03 10 10

FOR HERE

Omelette Bacon (\$2.00)	\$14.99
Eggs Benedict	\$13.99
Subtotal	\$28.98
Gratuity (18%)	\$5.22
Sales Tax	\$2.39

18% gratuity was automatically added.

Total
Visa 1746 (Chip)

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

Comm - Bus. Meeting
mi-510511-490006-00-0000

Joy Brown

Police - Misc.
001-570521-599999-00-000

From: donotreply@galls.com on behalf of Galls <donotreply@galls.com>
Sent: Thursday, September 16, 2021 9:44 AM
To: Joy Brown
Subject: Galls Order Confirmation



CATEGORIES BRANDS CLOTHING FOOTWEAR EQUIPMENT CLEARANCE

HI TOWN OF PEMBROKE PARK PD.

ORDER
INFORMATION

Thank you for shopping at Galls. This is a summary of your order.

We are currently experiencing COVID-related shipping delays up to 7 days out of our Lexington Distribution Center. We're making investments in additional staff and working with FedEx to get back to normal lead times.

Order Number: 19118550
Order Date: 09/16/2021
Payments:
Credit Card # *****1746

Ship To:
TOWN OF PEMBROKE PARK PD
3150 SW 52 AVE
PEMBROKE PARK, FL 33023

Customer PO#:

Order Status

You can check your order status anytime by signing in to your Galls account or by clicking [here](#). If you have any questions or concerns, email us or call us toll-free at 866 673 7643.

Order Summary

Item No.	Description	Ordered	Item Price	Total Price
LE893	Sirchie 2" Round Porelon Pad Fulfillment Location: LEX - Galls Lexington - Corporate	15	9.56	143.40
HS287	Galls Barrier Tape (10Pack) In stock - estimated ship date 09/16/2021 Fulfillment Location: LEX - Galls Lexington - Corporate	2	92.00	184.00
HS098 PD	Galls Barrier Tape TITLE: POLICE LINE DO NOT CROSS Fulfillment Location: LEX - Galls Lexington - Corporate	2		

HS098 PD 2

Galls Barrier Tape
TITLE: POLICE LINE DO NOT CROSS

Fulfillment Location:
LEX - Galls Lexington - Corporate

HS098 PD 2

Galls Barrier Tape
TITLE: POLICE LINE DO NOT CROSS

Fulfillment Location:
LEX - Galls Lexington - Corporate

HS098 PD 2

Galls Barrier Tape
TITLE: POLICE LINE DO NOT CROSS

Fulfillment Location:
LEX - Galls Lexington - Corporate

HS098 PD 2

Galls Barrier Tape
TITLE: POLICE LINE DO NOT CROSS

Fulfillment Location:
LEX - Galls Lexington - Corporate

HS098 PD 2

Galls Barrier Tape
TITLE: POLICE LINE DO NOT CROSS

Fulfillment Location:
LEX - Galls Lexington - Corporate

HS098 PD 2

Galls Barrier Tape
TITLE: POLICE LINE DO NOT CROSS

Fulfillment Location:
LEX - Galls Lexington - Corporate

HS098 PD 2

Galls Barrier Tape
TITLE: POLICE LINE DO NOT CROSS

Fulfillment Location:
LEX - Galls Lexington - Corporate

HS098 PD 2

Galls Barrier Tape
TITLE: POLICE LINE DO NOT CROSS

Fulfillment Location:
LEX - Galls Lexington - Corporate

HS098 PD 2

Galls Barrier Tape
TITLE: POLICE LINE DO NOT CROSS

Fulfillment Location:
LEX - Galls Lexington - Corporate

Merchandise Total: 327.40
@SHIPDSC : 6.99
Sales Tax:
Order Total: 334.39

Your order may ship in various intervals. If an item is on backorder your credit card is not charged until the item ships.
Your credit card statement will show this purchase from GALLS. If items have shipped from our suppliers, we may not be able to process cancellation requests

https://tpptf-my.sharepoint.com/personal/tpptf_my.sharepoint.com/_layouts/15/...



Sign out [Geoffrey Jacobs](#) [Cart](#)

[Home](#) » [Events](#)

Thank you for your payment. This web page is your receipt - please print a copy for your records.

Need help printing? Try the control-P key command: press and hold the control key (usually located on the bottom left of the keyboard), and then press the letter P.

Paying by check? [Click here for more information.](#)

Order Confirmation

Florida League of Cities

Order Number	93676
Order Date	9/27/2021
Bill To	Geoffrey Jacobs
Payment Method	Visa *****1746
Name on Card	Geoffrey Jacobs
Ship To	Geoffrey Jacobs 3150 SW 52nd Ave Pembroke Park, FL 33023-5413

Item	Quantity	Price	Total
------	----------	-------	-------

Comm- Bus- Meeting
001-510511-490000-00-0000

0032021STMT.pdf

<https://tppfl-my.sharepoint.com/p...>

Item	Quantity	Price	Total
------	----------	-------	-------

FLC 2021 Legislative Conference

250.00

When: 11/3/2021 3:00 PM - 11/5/2021 12:00 PM

Where:

Embassy Suites Orlando - Lake Buena Vista South

4955 Kyngs Heath Rd.

Kissimmee, FL 34746 USA

Registration Option: Registration Fee

11/3/2021 3:00 PM

Item Total 250.00

TRANSACTION GRAND TOTAL 250.00

Payment Amount 250.00

A confirmation is being sent to: jbrown@tppfl.gov

Send another copy to:

Send

Joy Brown

From: memberservices@flcities.com
Sent: Monday, September 27, 2021 5:26 PM
To: Joy Brown
Subject: Order Confirmation

Order Confirmation

Here are the details of your order. Please retain this email for your records.

Order Number: 93676
Order Date: Sep 27, 2021 5:21 PM
Bill To: Geoffrey Jacobs
Order Total: 250.00
Payment Method: Visa *****1746
Name on Card: Geoffrey Jacobs

Price	Qty	Total
250.00	1	250.00

Item
FLC 2021 Legislative Conference - Geoffrey Jacobs
When: Nov 3, 2021 3:00 PM - Nov 5, 2021 12:00 PM
Where: Embassy Suites Orlando - Lake Buena Vista South
4955 Kyngs Heath Rd.
Kissimmee, FL 34746 USA

Registration option: Nov 3, 2021 3:00 PM - Registration Fee

Item Total	250.00
Shipping	0.00
Handling	0.00
Item Grand Total	250.00
Transaction Grand Total	250.00

You are receiving this communication from the Florida League of Cities or on behalf of one of its affiliated organizations, including: Florida Association of City Clerks, Florida Black Caucus of Local Elected Officials, Florida City and County Management Association, Florida Government Finance Officers Association, Florida Local Government Information Systems Association, Florida League of Mayors, Florida Municipal Attorneys Association, Florida Municipal Communicators Association, Florida Municipal Insurance Trust, and Florida Redevelopment Association.

S A M ' S C L U B
CLUB MANAGER LADARRIN RIVERS
(954) 433 - 8867
MIAMI, FL

09/08/21 14:23 2001 08173 003 3511

GORDON

09/08/21 14:23 2001 08173 003 3511

GORDON

S A M ' S C L U B
CLUB MANAGER LADARRIN RIVERS
(954) 433 - 8867
MIAMI, FL

09/08/21 14:23 2001 08173 003 3511

GORDON

624182 DT COKE 36PF 12.32 T
207317 PRINGLES F 13.98 N
386382 HICHEETS60CF 14.98 N
493999 CRANBERRY VF 8.47 T
200399 GATORADE FRF 14.88 T
980272288 S0CTELAVO F 13.98 N
980326130 FACTORYFAV F 15.38 T
449777 SUGAR IN RAF 7.87 N
980216792 OKR FT & CRF 6.68 N
980095246 SIMPLY DJ NE 1.38 T
362163 BANANAS E 19.38 T
199000470 BRACH'S CND E 5.38 N
726546 GREEN GRAPEF 13.54 T
687711 MINIATURES F 10.28 T
980102276 EXTRA PI HEF 3.00-T
E S INST SV BRACH'S CND 164.08
SUBTOTAL

TAX 1 7.000 % 6.43
TOTAL 170.51
VISA TEND 170.51
VISA Credit ***** 8469 I 1

APPROVAL # 008481
AID A0000000031010
ARC 2E04AD6983B72FA
TERMINAL # SC011031

Additional Savings This Trip: 0.00

San's Instant Savings: \$3.00

Visit samsclub.com to see your savings

ITEMS SOLD 15



*** MEMBER COPY ***

624182 DT COKE 36PF 12.32 T
207317 PRINGLES F 13.98 N
386382 HICHEETS60CF 14.98 N
493999 CRANBERRY VF 8.47 T
200399 GATORADE FRF 14.88 T
980272288 S0CTELAVO F 13.98 N
980326130 FACTORYFAV F 15.38 T
449777 SUGAR IN RAF 7.87 N
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980095246 SIMPLY DJ NE 1.38 T
362163 BANANAS F 19.38 T
199000470 BRACH'S CND E 5.38 N
726546 GREEN GRAPEF 13.54 T
687711 MINIATURES F 10.28 T
980102276 EXTRA PI HEF 3.00-T
E S INST SV BRACH'S CND 164.08
SUBTOTAL

TAX 1 7.000 % 6.43
TOTAL 170.51
VISA TEND 170.51
VISA Credit ***** 8469 I 1

APPROVAL # 008481
AID A0000000031010
ARC 2E04AD6983B72FA
TERMINAL # SC011031

Additional Savings This Trip: 0.00

San's Instant Savings: \$3.00

Visit samsclub.com to see your savings

ITEMS SOLD 15



*** MEMBER COPY ***

Bldg - MISC.



WELLS FARGO BUSINESS ELITE CARD



Page 1 of 1

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN GEOFFREY JACOBS
Sub Account Number	[REDACTED]
Statement Closing Date	11/03/21
Next Statement Date	12/03/21

For Customer Service Call:
800-231-5511

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Monthly Spending Limit*	\$7,500
-------------------------	---------

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$0.99
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$0.99

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans Post	Reference Number	Description	Credits	Charges
10/15	10/17	2469216902Y1XWMYG		
11/03	11/03	APPLE COM/BILL		0.99
		866-712-7753 CA		
		TOTAL PURCHASES	\$0.99	
		TOTAL	\$0.99	

All transactions detailed above have been billed to the company control account.

Wells Fargo News

The Business Elite Online Reporting@ service that is currently housed on a third-party site has moved to Wells Fargo Online Banking. All previously saved reports on the third-party site must be downloaded and saved by 1/31/2022. Effective February 1, 2022 the reporting service will only be available through Wells Fargo Online Banking and you will no longer have access to reports that were saved on the previous site.

To access Business Elite card reports, sign on to Wells Fargo Business Online:

- Then select "Accounts"
- Under "Manage Cards", select "Business Credit Card Center"
- Then go to "Spending Reports"
- Visit the Business Credit Card Center and start simplifying your expense tracking today.

Take advantage of the features that come with Online Banking:

Messages and alerts: Stay informed about your account with updates sent to your email or mobile phone. Wells Fargo Card Design Studio@ service. Make your card as unique as your business. Customize your card design with this free service.

Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information



WELLS FARGO BUSINESS ELITE CARD



Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN JOY BROWN	For Customer Service Call: 800-231-5511
Sub Account Number	[REDACTED]	Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650
Statement Closing Date	10/03/21	
Next Statement Date	11/03/21	

Monthly Spending Limit*	\$10,000
-------------------------	----------

* Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$1,027.38
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$1,027.38

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
09/28	09/29	24445009GBUNBXALD	SAMS CLUB #8173		100.98
10/01	10/03	24226388KBLGY9EYV	SAMS CLUB #8537		774.59
10/01	10/03	24226388K2LR8J9ST	SAMS CLUB #8173		78.34
10/01	10/03	24692168J2XD4Q0J9	PAPER DIRECT		90.47
10/02	10/03	24011348K0016WD65	CANVA* 103196-12714785 HTTP-SCANVA CODE		12.95
10/03	10/03	00000000000000000000	TOTAL PURCHASES	\$1,027.38	
			TOTAL	\$1,027.38	

All transactions detailed above have been billed to the company control account.

Wells Fargo News

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Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information

Joy Brown

From: Apple <no_reply@email.apple.com>
Sent: Thursday, October 14, 2021 2:10 PM
To: Geoffrey Jacobs
Subject: Your Subscription Confirmation



Confirmation

Save 3% on all your Apple purchases with Apple Card.¹ [Apply and use in minutes](#)²



iCloud+ with 50 GB of Storage
1 month
Renews monthly for \$0.99

Dear Geoffrey,

This email confirms your storage plan upgrade:

Plan	50 GB
Date of Upgrade	Oct 14, 2021
Renewal Price	\$0.99/month
Payment Method	Visa ... 1746

Your iCloud+ plan will automatically renew on Nov 14, 2021. You can change or cancel your plan at any time from your iOS device, your Mac, or PC. [Learn More](#).

Regards,
The iCloud Team

Commission - membership/
Subscription
Apple Card 001- 510511- 540001-0
Save 3% on all your Apple purchases. 0000

EL TAMBORINO CORP.
7124 S. SHORES BLVD
HALLANDALE BEACH, FL 33009
(954) 456-4447

*** PATRONAGER RECEIPT ***

Server: YELSON Station 10

DELIVERY

(954) 966-4600
TOWN OF PEMBROK
3115 SW 52 ave
City: HALLANDALE BEACH

Remarks: pembroke park

20 CHICKEN- FRANCISE 319.00

RICE

SALAD

15 CHICKEN- GRILLED

RICE

SAUCES

194 85/100

Delivery Charge:

SUB TOTAL: 522.64

TAX: 36.03

TOTAL: \$558.67

Visa Tendered:

8442 XX/XX

EOC Tran ID: 456725967

Balance: 0.00

Ticket #: 60

Order #: 12917

\$\$\$ SETTLED \$\$\$

~~Patron~~ Charged
For ~~Patron~~ Tax
Look for Credit
on next statement

FAY Festival
MUSIC

UNLIMITED PIZZA
SHORES BLVD
HALLANDALE BEACH, FL 33009
(954) 456-4447

Date/Time: 2021-10-29 04:15 PM
Order Number: 129917
Account Type: Credit
EOC Tran ID: 456725967
Server: YELSON
POB: 10

PURCHASE:

APPROVAL

Entry Mode: Manual

Card Number: XXXX8442

Card Expire: XX/XX

Card Type: Visa

Approval Code: 029469

Ref Number: 137231

Term RefNum: 11

Term Info: 101000110

CW Response: Match

AW Response: No Match

PURCHASE:

522.64 ~~558.67~~

Gratuity:

36.03

Total:

558.67

I AGREE TO PAY ABOVE TOTAL
AMOUNT ACCORDING TO CARD ISSUER
AGREEMENT (MERCHANT AGREEMENT
AT POINT OF SALE)

\$594.70

Fall Festival
MUSIC
 EL TAJAMARINO CUBAN
 712 ATLANTIC SHORES BLVD
 HALLANDALE BEACH, FL 33009
 (954) 456-4447

Date/Time: 2021-10-29 04:15 PM
 Order Number: 129917
 Account Type: CREDIT
 EDC Tran ID: 456725967
 Server: YESON
 POS: 10

PURCHASE: APPROVAL

Entry Mode: Manual
 Card Number: XXXX8442
 Card Expire: XX/XX
 Card Type: Visa
 Approval Code: 029469
 Ref Number: 137291
 Term RefNum: 11
 Term Info: 101000110
 CVV Response: Match
 AVS Response: No Match

PURCHASE: 522.64
Gratuity: 36.03
Total: 558.67

I, FREE TO PAY ABOVE TOTAL
 AMOUNT ACCORDING TO CARD ISSUER
 AGREEMENT (MERCHANT AGREEMENT
 IF CREDIT VOUCHER)

EL TAJAMARINO CUBAN
 712 ATLANTIC SHORES BLVD
 HALLANDALE BEACH, FL 33009
 (954) 456-4447

***** PAYMER RECEIPT *****

Server: YESON Station 10
 4:15:25 PM

(954) 956-4600
 TOWN OF PEBBLER
 315 SW 52 AVE
 CITY: HALLANDALE BEACH

Remarks: peabroke park

20 CHICKEN-FRANCESE 319.80

2 RICE

2 SALAD

15 CHICKEN-GRILLED

2 RICE

2 MANDARIN

Delivery Charge: 6.00

SUB TOTAL: 522.64
 TAX: 36.03

TOTAL: 558.67

Visa Tendered:
 8442 XX/XX
 EDC Tran ID: 456725967

 Ticket #: 60
 Order #: 129917
 \$\$\$ SETTLED \$\$\$

Brown

From: Canva <no-reply@canva.com>
Sent: Saturday, October 2, 2021 9:35 AM
To: Joy Brown
Subject: Your Canva invoice

Your invoice

Thank you for your purchase! Your invoice details are below.

INVOICE	DATE OF ISSUE
03196-12714785	Oct 2, 2021
BRAND ID	BILLED TO
BAEZHLxbzPU	Card (Visa - 8442)
Town of Pembroke Park	

Invoice Summary

ITEM	AMOUNT
Subscription charges	\$12.99
Charged:	\$12.99

[View details](#)

[View all invoices](#)

Did you know?

Commission -
membership

WELLS FARGO BUSINESS ELITE CAR
VISA
 Page 1 of 1

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN GEOFFREY JACOBS
Sub Account Number	[REDACTED]
Statement Closing Date	12/03/21
Next Statement Date	01/03/22
Monthly Spending Limit*	\$7,500

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$470.67
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$470.67

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
1/03	11/04	24943009L60QTMDXN	SALTGRASS - ORLANDO		42.00
1/04	11/05	24492169L000NUJ4TG	LITTLE FREE LIBRARY		77.39
1/05	11/07	24210739N11H0KKP2	EMBASSY SUITES ORL-LBV-S KISSIMMEE FL		24.18
1/05	11/07	24210739N11H0KKP2	EMBASSY SUITES ORL-LBV-S KISSIMMEE FL		308.00
1/05	11/07	24943009M2LYTTL4P	TGI FRIDAYS 2625 KISSIMMEE FL		17.57
1/14	11/15	24692169Y2XWS8HY9	APPLE COM-BILL 868 712 7753 CA		0.99
2/03	12/03	000000000000COMPC	TOTAL PURCHASES	\$470.67	
			TOTAL	\$470.67	

All transactions detailed above have been billed to the company control account

Wells Fargo News

The Business Elite Online Reporting® service that is currently housed on a third-party site has moved to Wells Fargo Online Banking. All previously saved reports on the third-party site must be downloaded and saved by 1/31/2022. No longer have access to reports that were saved on the previous site. To access Business Elite card reports, sign on to Wells Fargo Business Online. Then select "Accounts".

Under "Manage Cards", select "Business Credit Card Center". Then go to "Spending Reports".

Visit the Business Credit Card Center and start simplifying your expense tracking today.

See reverse side for important information.

*McO
LOC/10/1*

Saltgrass Steakhouse
8850 Vineland Ave
Orlando, FL 32821

Server: Tandra
08:09 PM
Bar 22/1
DOB: 11/03/2021
11/03/2021
1/10113

SALE

Visa

1048603

Card XXXXXXXXXXXXX1746

Magnetic card present: JACOBS/GEOFFREY

Card Entry Method: S

Approval: 003379

Amount: \$35.45

+ Tip: 6.55

= Balance Due: 42.00

Please pay the above
total amount according to the
card issuer's agreement.

Remember, the amount of gratuity
is always discretionary.



**EMBASSY
SUITES**
by Hilton™

EMBASSY SUITES ORLANDOLAKE BUENA VISTA
SOUTH, FL
4955 KYNGS HEATH ROAD
KISSIMMEE, FL 34746
United States of America
TELEPHONE 407-597-4000 • FAX 407-597-4201
Reservations
www.hilton.com or 1 800 HILTONS

JACOBS, GEOFFREY

3150 SW 52ND AVE

PEMBROKE PARK FL 33023
UNITED STATES OF AMERICA

Room No:

9107QBN

Arrival Date:

11/3/2021 8:38:00 PM

Departure Date:

11/5/2021 9:11:00 AM

Adult/Child:

1/0

Cashier ID:

MAEN

Room Rate:

154.00

AL:

HH #

1172212753 GOLD

VAT #

Folio No/Che

454832 A

Confirmation Number: 54309852

EMBASSY SUITES ORLANDOLAKE BUENA VISTA SOUTH, FL 12/13/2021
10:48:00 AM

DATE	REF NO	DESCRIPTION	CHARGES
11/3/2021	2062434	GUEST ROOM EXEMPT	\$154.00
11/4/2021	2063277	GUEST ROOM EXEMPT	\$154.00
11/5/2021	2063434	VS *1746	(\$308.00)
BALANCE			\$0.00

WE ARE A FLORIDA GREEN LODGING ESTABLISHMENT. WE CARE ABOUT OUR ENVIRONMENT. GUESTS ARE WELCOME TO MAKE SUGGESTIONS BY UTILIZING OUR COMMENT CARD BOX.

** TGI Friday's #2625**

KISSIMMEE, FL

TABLE# 310.1

SERVE# 771/Carter

CHECK# 5182

TGI Fridays (2625)

5034 W Tric

Brownson Memorial Highway

Kissimmee FL 34746

(407) 397-2200

***** TRANSACTION RECORD *****

Tran. : 8039 Table : 310.1

Check : 5182 Employee : 771

Trace : 100527

Pre-Auth Purchase

Visa

XXXXXXXXXX1746

APPROVED

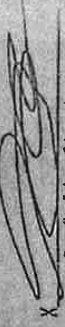
Date Recd

Amount USD \$14.51

Tip \$ 3.00

TOTAL \$ 17.61

I agree to pay the above total
amount according to the card
issuer agreement

X 

Cardholder Signature

RRN: 00000056218 C

Auth. : 004156 Node: Issuer

21/TGIF2625CC01

00 (001)

11/04/2021

8:48:51 PM

AID: A0000000031010

App Name: Visa Credit

TVR: 0000008000

IAD: 0601120360A002

TSI: E300 ARC: 00

Customer Copy



WELLS FARGO BUSINESS ELITE CARD



Page 1 of 1

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN JOY BROWN
Sub Account Number	
Statement Closing Date	12/03/21
Next Statement Date	01/03/22
Monthly Spending Limit*	\$10,000

For Customer Service Call:
800-231-5511

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$3,634.68
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$3,634.68

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
11/10	11/11	24692169S2XQ88X1P	WWW COSTCO.COM		
11/16	11/17	2443585A0N6447JM5	GALLS 859-266-7227 KY		120.00✓
11/17	11/18	2422638A2BLH2YFTL	WAL-MART #1511 MIRAMAR FL		372.98✓
11/17	11/18	2494300A2S4AFK4BP	COSTCO WHSE #0091 DAVIE FL		639.96✓
11/22	11/23	2422638A78LH0BBN6	WAL-MART #1511 MIRAMAR FL		893.96✓
11/22	11/23	2444500A7BLP2544A	WAL-MART #1511 MIRAMAR FL		1,165.19✓
11/22	11/23	2445501A843ABRDHQ	WAL-MART #3311 MIAMI GARDENSFL		269.53✓
12/02	12/03	2401134AG000NJFME	CANVA* 03257-19712334 HTTPSCANVA CODE		360.12✓
12/03	12/03	0000000000000000COMP	TOTAL PURCHASES	\$3,634.68	12.99✓
			TOTAL	\$3,634.68	

All transactions detailed above have been billed to the company control account.

Wells Fargo News

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- To access Business Elite card reports, sign on to Wells Fargo Business Online:
- Then select "Accounts"
 - Under "Manage Cards", select "Business Credit Card Center"
 - Then go to "Spending Reports"

Visit the Business Credit Card Center and start simplifying your expense tracking today.

See reverse side for important information.

Joy Brown

From: Apple <no_reply@email.apple.com>
Sent: Sunday, November 14, 2021 8:01 PM
To: Geoffrey Jacobs
Subject: Your receipt from Apple.



Receipt

Save 3% on all your Apple purchases with Apple Card.¹ Apply and use in minutes²

APPLE ID
gjacobs@tpptfi.gov

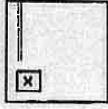
DATE
Nov 14, 2021

ORDER ID
MV6D41BMMB

DOCUMENT NO.
140489324446

BILLED TO
Visa ... 1746
Geoffrey Jacobs
3150 SW 52nd Avenue
Pembroke Park , FL 33023
USA

iCloud+



iCloud+ with 50 GB of Storage
Monthly
Renews Dec 14, 2021

\$0.99

TOTAL

\$0.99



Save 3% on all your Apple purchases.



Apply and use in minutes

ORDER ID
MV6D41BMMB

DOCUMENT NO.
140489324446

DATE
Nov 14, 2021

BILLED TO
Visa 1748
Geoffrey Jacobs
3150 SW 52nd Avenue
Pembroke Park , FL 33023
USA

iCloud+



iCloud+ with 50 GB of Storage
Monthly
Renews Dec 14, 2021

\$0.99

TOTAL

\$0.99



Save 3% on all your Apple purchases.



Apply and use in minutes

1. 3% savings is earned as Daily Cash and is transferred to your Apple Cash card when transactions post to your Apple Card account. If you do not have an Apple Cash card, Daily Cash can be applied by you as a credit on your statement balance. 3% is the total amount of Daily Cash earned for these purchases. See the Apple Card Customer Agreement for more details on Daily Cash and qualifying transactions.

2. Subject to credit approval.

To access and use all the features of Apple Card, you must add Apple Card to Wallet on an iPhone or iPad with iOS or iPadOS 13.2 or later. Update to the latest version of iOS or iPadOS by going to Settings > General > Software Update. Tap Download and Install.

Available for qualifying applicants in the United States.

Apple Card is issued by Goldman Sachs Bank USA, Salt Lake City Branch.

Joy Brown

From:
Sent:
To:
Subject:

Canva <no-reply@canva.com>
Thursday, December 2, 2021 8:36 AM
Joy Brown
Your Canva invoice

Your invoice

Thank you for your purchase! Your invoice details are below.

INVOICE	DATE OF ISSUE
03257-19712334	Dec 2, 2021
BRAND ID	BILLED TO
BAEZHLxbzPU	Card (Visa - 8442)
Town of Pembroke Park	

Invoice Summary

	ITEM	AMOUNT
	Subscription charges	\$12.99
Charged:		\$12.99

[View details](#)

[View all invoices](#)



WELLS FARGO BUSINESS ELITE CARD



Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN JOY BROWN	For Customer Service Call: 800-231-5511
Sub Account Number	[REDACTED]	Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650
Statement Closing Date	01/03/22	
Next Statement Date	02/03/22	
Monthly Spending Limit*	\$10,000	

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$561.71	The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.
Cash Advances	+	\$0.00	
Credits	-	\$0.00	
Statement Total		\$561.71	

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
12/20	12/22	247445583D331P622	EL TAMARINDO RESTAURANT 954-4564447 FL		398.72 ✓
12/29	12/30	244921588RS4SZH0R	PAYPAL *FLAPAC 402-935-7733 FL		150.00 ✓
01/02	01/03	2401134QJ000L29Q4	CANVA* 003288-10722086 HTTPSCANVA CODE		12.99 ✓
01/03	01/03	0000000000000000COMP	TOTAL PURCHASES	\$561.71	
			TOTAL	\$561.71	

All transactions detailed above have been billed to the company control account.

Wells Fargo News

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Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information

EL TAPATINO
712 ATLANTIC BLVD
HATTALE BEACH, FL 33009
(561) 456-4447

EL TAPATINO COAL FIRED PIZZA
712 ATLANTIC SHORES BLVD
BEACH, FL 33009
(561) 456-4447

*** PAY WITH RECEIPT ***

Server: WICKS

12/20/2010

Date/Time: 12-20 04:08 PM

Order Number: 136374

Account Type: Open

ECB Tran ID: 20

Server: JUN

POS: 10

Remarks

ty

15 C. 134.00

134.00

169.90

Cash Discount (By 10% off) -5.03
Delivery Charge: 10.00

SUB TOTAL:
TAX:

368.72
0.00

368.72

Visa
6-XXXXXX

368.72

ECB Tran ID: 465504520

amt:

0.00

Ticket #: 64

Order #: 136374

\$\$\$ SETTLED \$\$\$

PURCHASE: APPROVAL

Entry Mode: Manual

Card Number: XXXX8442

Card Expire: XX/XX

Card Type: Visa

Approval Code: 020363

Ref Number: 14081

Term RefNum: 0

Term Info: 101000110

CVV Response: Match

AUS Response: Zip Code Match Only

PURCHASE:

\$368.72

Gratuity:

30.00

Total:

398.72

I AGREE TO PAY ABOVE TOTAL
AMOUNT ACCORDING TO CARD ISSUER
AGREEMENT (MERCHANT AGREEMENT
IF CREDIT VOUCHER)

X.....
SIGNATURE



Florida Police Accreditation Coalition, Inc. (FLA-PAC)

December 29, 2021
Payment

- \$150.00

\$150.00

Paid with

Visa

VISA Credit Card x-8442

You'll see "PAYPAL *FLAPAC" on your card statement.

Transaction ID

784767372B7639259

Seller info

Florida Police Accreditation Coalition, Inc. (FLA-PAC)

<http://www.flapac.org>

treasurer@fla-pac.org

Invoice ID

9332d7dc27990561b873460f0e54f2be

Purchase details

Yes, Accept Cookies

Joy Brown

From: Canva <no-reply@canva.com>
Sent: Sunday, January 2, 2022 8:36 AM
To: Joy Brown
Subject: Your Canva invoice



Your invoice

Thank you for your purchase! Your invoice details are below.

INVOICE	DATE OF ISSUE
03288-10722086	Jan 2, 2022
BRAND ID	BILLED TO
BAEZHlxzbzPU	Card (Visa - 8442)
Town of Pembroke Park	

Invoice Summary

ITEM	AMOUNT
Subscription charges	\$12.99
Charged:	\$12.99

[View details](#)

[View all invoices](#)

WELLS FARGO BUSINESS ELITE CARD



Page 1 of 4

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN GEOFFREY JACOBS
For Customer Service Call:	800-231-5511
Inquiries or Questions:	Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650
Sub Account Number	01/03/22
Statement Closing Date	02/03/22
Next Statement Date	

Monthly Spending Limit* \$7,500

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$3,332.94
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$3,332.94

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
12/07	12/08	2413746AMEJ822PBA	TST- GG'S WATERFRONT HOLLYWOOD FL		1,600.00✓
12/10	12/10	2469216AR2XX3R40P	AMZN MKTP US* XQ50U4ID3 Amzn combillWA		96.38✓
12/11	12/12	2401134AT00ONT8PD	CANVA* 03266-12753123 HTTPSCANVA CODE		119.99✓
12/14	12/15	2469216AW2X6A0YPK	APPLE COM/BILL 866-712-7753 CA		0.99✓
12/18	12/19	2413746B0EJPD07K	TST- GG'S WATERFRONT HOLLYWOOD FL		1,000.40✓
12/20	12/21	2475542B3K3K23DE9T	OLLIES BARGAIN OUTLET 344WEST PALM BCHFL		349.47✓
12/20	12/22	2469216B32Y1ELZDV	PARTY CITY 315 HOLLYWOOD FL		86.62✓
12/21	12/22	2403454B3021R6SPD	MARATHON PETRO49254 PEMBROKE PARKFL		48.99✓
12/21	12/23	2431605B4FZ4A9334	SHELL OIL 57544588601 MIRAMAR FL		32.10✓
01/03	01/03	0000000000000000COMPC	TOTAL PURCHASES \$3,332.94		
			TOTAL \$3,332.94		

All transactions detailed above have been billed to the company control account.

Wells Fargo News

The Business Elite Online Reporting® service that is currently housed on a third-party site has moved to Wells Fargo Online Banking. All previously saved reports on the third-party site must be downloaded and saved by 1/31/2022. Effective February 1, 2022 the reporting service will only be available through Wells Fargo Online Banking and you will no longer have access to reports that were saved on the previous site.

To access Business Elite card reports, sign on to Wells Fargo Business Online:

- Then select "Accounts"
- Under "Manage Cards", select "Business Credit Card Center"
- Then go to "Spending Reports"
- Visit the Business Credit Card Center and start simplifying your expense tracking today

See reverse side for important information.



GG's Waterfront
606 north ocean drive
Hollywood, FL 33019

Server: Party 1 P
Check #13
Guest Count: 0
Tax Exempt
Ordered: 12/17/21 12:06 PM

Table 101

37 LUNCH/BRUNCH \$1,850.00
3 CHILDREN \$60.00
1 Valet 32 Cars \$160.00
Subtotal \$2,070.00
Large Party/Auto Grat (22.00%) \$455.40
Total \$2,525.40
- 1600.00

925.40

Suggested Additional Tip:

+ 2%: (Tip \$41.40 Total \$2,566.80)
+ 3%: (Tip \$62.10 Total \$2,587.50)
+ 5%: (Tip \$103.50 Total \$2,628.90)
+ 7%: (Tip \$144.90 Total \$2,670.30)

Tip percentages are based on the check price before taxes.

Join Us For Our Weekend
Brunch



GG's Waterfront
606 north ocean drive
Hollywood, FL 33019

Server: Party 1 P
Check #13
Guest Count: 0
Tax Exempt
Ordered: 12/17/21 12:06 PM

Table 101

37 LUNCH/BRUNCH \$1,850.00
3 CHILDREN \$60.00
1 Valet 32 Cars \$160.00
Subtotal \$2,070.00
Large Party/Auto Grat (22.00%) \$455.40
Total \$2,525.40
- 1600.00

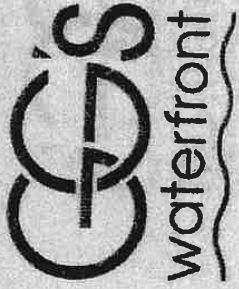
925.40

Suggested Additional Tip:

+ 2%: (Tip \$41.40 Total \$2,566.80)
+ 3%: (Tip \$62.10 Total \$2,587.50)
+ 5%: (Tip \$103.50 Total \$2,628.90)
+ 7%: (Tip \$144.90 Total \$2,670.30)

Tip percentages are based on the check price before taxes.

Join Us For Our Weekend
Brunch



GG's Waterfront
606 north ocean drive
Hollywood, FL 33019

Server: Party 1 P
Check #13
Guest Count: 0
Tax Exempt
Ordered: 12/17/21 12:06 PM

Table 101

37 LUNCH/BRUNCH \$1,850.00
3 CHILDREN \$60.00
1 Valet 32 Cars \$160.00
Subtotal \$2,070.00
Large Party/Auto Grat
(22.00%) \$455.40
Total \$2,525.40

1:18 PM Gift Certificate
(Paper)
Amount Paid

~~\$1,820.00~~

Join Us For Our Weekend
Brunch

GG's Waterfront
606 north ocean drive
Hollywood, FL 33019

Server: Party 1 P
Check #13
Guest Count: 0
Tax Exempt
Ordered: 12/17/21 12:06 PM

Table 101

37 LUNCH/BRUNCH \$1,850.00
3 CHILDREN \$60.00
1 Valet 32 Cars \$160.00
Subtotal \$2,070.00
Large Party/Auto Grat
(22.00%) \$455.40
Total \$2,525.40

Input Type

U (EMV Chip Read)
Visa Credit
Time xxxxxxxx1746
1:18 PM

Transaction Type Sale
Authorization Approved
Approval Code 017737
Payment ID WYKQCfLLh9kP
Application ID

Application Label
A00000000031010

Terminal ID
Card Reader
Visa Credit
BBPOS

Amount \$925.40
+ Additional Tip: 75.00
= Total: ~~100.00~~

x



Order Details

Order Number
110798803

Order Date
11/10/2021

Membership Number
111937739363

Payment Method
 visa ending in 8442
Expires 08/23

Shipping Address
Joy Brown
8214 SW 14TH CT
NORTH LAUDERDALE, FL
33068-3524
9543800982

Billing Address
Joy Brown
3150 SW 52nd AVE
Pembroke Park, FL
33068-3524

Item	Quantity	Status	Total Price
Business Executive Membership - New Member Item #35673 \$120.00	1	Shipped	\$120.00

Feedback



Customer Copy



19513785

1 of 1

Sold To:1003088891
TOWN OF PEMROKE PARK PD
3150 SW 52 AVE
PEMROKE PARK, FL 33023
JOY BROWN

Ship To:
TOWN OF PEMROKE PARK PD
3150 SW 52ND AVE
PEMROKE PARK, FL 33023-5413
JOY BROWN

Date..... :11/10/2021 09:45:06
Order Number:19513785
Source.....:HONOR
Register.....:CYNTHIA CHILDERS
PO Number....:

Loc	Qty	SKU/Description	Selling Price	Amount
LEX	20	RS270 BLK 1IN HOBBLE SECURE STRAP	18.40	368.00

Sub Total: 368.00
Tax:
Shipping: 4.99
Total: 372.99

Type	Type Information	Amount	Approval Code

Signature_____

Amount Tendered:
Change Due:

Joy Brown

From:

Sent:

To:

Subject:

donotreply@galls.com on behalf of Galls <donotreply@galls.com>

Wednesday, November 10, 2021 9:53 AM

Joy Brown

Galls Order Confirmation



CATEGORIES BRANDS CLOTHING FOOTWEAR EQUIPMENT CLEARANCE

HI TOWN OF PEMBROKE PARK PD,

ORDER
INFORMATION

Thank you for shopping at Galls. This is a summary of your order.

We are currently experiencing COVID-related shipping delays up to 7 days out of our Lexington Distribution Center. We're making investments in additional staff and working with FedEx to get back to normal lead times.

Order Number: 19513785

Order Date: 11/10/2021

Payments:

Credit Card #: *****8442

Ship To:

TOWN OF PEMBROKE PARK PD
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413

Customer PO#:

Order Status

You can check your order status anytime by signing in to your Galls account or by clicking [here](#). If you have any questions or concerns, [email us](#) or call us toll-free at 866.673.7643.

Order Summary

Item No.	Description	Ordered	Item Price	Total Price
RS270 BLK	Don Hume 1' Hobble Secure Strap COLOR: BLACK	20	18.40	368.00

Fulfillment Location:

LEX - Galls Lexington - Corporate

Merchandise Total: 368.00
@&SHIPDSC : 4.99
Sales Tax:
Order Total: 372.99

Your order may ship in various intervals. If an item is on backorder your credit card is not charged until the item ships. Your credit card statement will show this purchase from GALLS. If items have shipped from our suppliers, we may not be able to process cancellation requests.

Turkey giveaway

Give us feedback @ survey.walmart.com
Thank you! ID #: 7QF3J214V6LN

Walmart*

305-622-6664 Mgr: ELIOT
19501 NW 27TH AVE
MIAMI GARDENS FL 33056

ST#	Q331	OP#	002762	TE#	11	TR#	01833
FROZEN	HEN	02628424	1411	F			14.11
FROZEN	HEN	02628420	1439	F			14.39
FROZEN	HEN	02628422	1387	F			13.87
FROZEN	HEN	02628420	1307	F			13.07
FROZEN	HEN	02628428	1311	F			13.11
FROZEN	HEN	02628428	1355	F			13.55
FROZEN	HEN	02628422	1320	F			13.20
FROZEN	HEN	02628425	1246	F			12.46
FROZEN	HEN	02628424	1119	F			11.19
FROZEN	HEN	02628427	1101	F			11.01
FROZEN	HEN	02628426	1287	F			12.87
FROZEN	HEN	02628423	1398	F			13.98
FROZEN	HEN	02628429	1181	F			11.81
FROZEN	HEN	02628428	1332	F			13.32
FROZEN	HEN	02628426	1368	F			13.68
FROZEN	HEN	02628423	1310	F			13.10
FROZEN	HEN	02628429	1317	F			13.17
FROZEN	HEN	02628421	1330	F			13.30
FROZEN	HEN	02628424	1344	F			13.44
FROZEN	HEN	02628421	1318	F			13.18
FROZEN	HEN	02628422	1028	F			10.28
FROZEN	HEN	02628420	1280	F			12.80
FROZEN	HEN	02628428	1288	F			12.88
FROZEN	HEN	02628423	1074	F			10.74
FROZEN	HEN	02628421	1302	F			13.02
FROZEN	HEN	02628422	1299	F			12.99
FROZEN	HEN	02628420	1391	F			13.91
FROZEN	HEN	02628428	1169	F			11.69
SUBTOTAL							360.12
VISA TOTAL							360.12
VISA CREDIT							0.00
APPROVAL # 022461							
REF # 132600499899							
TRANS ID - 381326588012210							
VALIDATION - BNSC							
PAYMENT SERVICE - E							
AID A0000000031010							
TC C828CE7088071208							
TERMINAL # S010187							
*NO SIGNATURE REQUIRED							
11/22/21							

Visa Credit
APPROVAL # 022461
REF # 132600499899
TRANS ID - 381326588012210
VALIDATION - BNSC
PAYMENT SERVICE - E
AID A0000000031010
TC C828CE7088071208
TERMINAL # S010187
*NO SIGNATURE REQUIRED
11/22/21

IC# 1192 9010 8122 2202 2214 1
ITEMS SOLD 28
CHANGE DUE 0.00



11/22/21
CUSTOMER COPY
11-20-12

Turkey giveaway

Give us feedback @ survey.walmart.com
Thank you! ID #: 7QF30SJC83C

Walmart*

954-433-9300 Mgr: DAHAREOUS
1800 S UNIVERSITY DR
MIAMI FL 33025

ST#	Q1511	OP#	007304	TE#	09	TR#	02480
6V BROWN	6V	007304	1	FOR	0.30		18.60
62 AT	1	FOR	0.30				18.60
6V RS BROWN	6	00767421	1955	F			17.70
59 AT	1	FOR	0.30				17.70
INST POTATO	002970000	146	F				72.00
72 AT	1	FOR	1.00				72.00
INST POTATO	002970000	141	F				72.00
72 AT	1	FOR	1.00				72.00
INST POTATO	002970000	146	F				6.00
6 AT	1	FOR	1.00				6.00
CANBAY SAUCE	003120001	1603	F				341.28
216 AT	1	FOR	1.58				341.28
JIFFY CORN	1	FOR	0.52				112.32
216 AT	1	FOR	0.52				112.32
SUBTOTAL							639.90
VISA TOTAL							639.90
VISA CREDIT							0.00
APPROVAL # 017070							
REF # 132100548024							
TRANS ID - 5813215507018012							
VALIDATION - C3V6							
PAYMENT SERVICE - E							
AID A0000000031010							
TC 88AECDAE8CF98F55							
TERMINAL # 805084124							
*NO SIGNATURE REQUIRED							
11/17/21							

Visa Credit
APPROVAL # 017070
REF # 132100548024
TRANS ID - 5813215507018012
VALIDATION - C3V6
PAYMENT SERVICE - E
AID A0000000031010
TC 88AECDAE8CF98F55
TERMINAL # 805084124
*NO SIGNATURE REQUIRED
11/17/21

IC# 3860 2494 0248 6686 7767 1
ITEMS SOLD 703
CHANGE DUE 0.00



11/17/21
CUSTOMER COPY
13-04-43

Give us feedback & survey: valmart.com
Thank you! ID B-79F30SJ11SC

954-433-9900 Hgr-DANAREOUS
1800 S. ILLINOIS

[illegible]

U.S. Credit
APPROVAL # 017070
REF # 132100848074
TRANS ID - 581321650781802
VALIDATION - C106
PAYMENT SERVICE - E
AID 000000000370109
TC 89ACED0EB6F8F66
FEDERAL # 605091124
*NO SIGNATURE REQUIRED.

CHARGE DUE	0-00
# ITEMS SOLD FOR	

YCH 3860 2494 0248 6586 7757

11/17/21 .. 13:04:43
CUSTOMER COPY

11/11/21 13:04:43
CUSTOMER COPY

305-622-6664 Mgr: ELIOT

305-622-6664 Mr. ELIOT
19501 NW 27TH AVE.
MIAMI GARDENS FL 33056

STN 0331	OPR	002762	EQ 11	THW 01833
FRUZE	FRUZE	025264	424	411
FRUZE	FRUZE	025264	201	439
FRUZE	FRUZE	025264	222	387
FRUZE	FRUZE	025264	240	311
FRUZE	FRUZE	025264	258	311
FRUZE	FRUZE	025264	266	355
FRUZE	FRUZE	025264	272	320
FRUZE	FRUZE	025264	285	246
FRUZE	FRUZE	025264	291	119
FRUZE	FRUZE	025264	292	101
FRUZE	FRUZE	025264	296	287
FRUZE	FRUZE	025264	331	398
FRUZE	FRUZE	025264	359	181
FRUZE	FRUZE	025264	368	332
FRUZE	FRUZE	025264	366	310
FRUZE	FRUZE	025264	375	317
FRUZE	FRUZE	025264	379	330
FRUZE	FRUZE	025264	381	330
FRUZE	FRUZE	025264	382	316
FRUZE	FRUZE	025264	422	928
FRUZE	FRUZE	025264	240	280
FRUZE	FRUZE	025264	283	288
FRUZE	FRUZE	025264	231	074
FRUZE	FRUZE	025264	21	302
FRUZE	FRUZE	025264	22	299
FRUZE	FRUZE	025264	20	351
FRUZE	FRUZE	025264	23	169

VISA Credit
 APPROVAL # 02246
 REF # 32600495989
 TRANS ID - 38132568012210
 VALIDATION - 6852
 PAYMENT SERVICE - E
 AID AUTH0000035010
 LC CASH/ET/DEBIT/2108
 TERMINAL # 30010187
 AND SIGNATURE REQUIRED
 11/22/21
 11:20:05

11/22/21 11:20:06
CHANGE DUE 0.00

ITEMS SOLD 28
TCH 1192.9010 B122.2202 2214 1

11/22/21 11:20:12
DISORDER COPY

11/22/21 11:20:12
CUSTOHER COPY

CUSTOMER COPY

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One Apple Park Way, Cupertino, CA 95014, United States



Receipt

Save 3% on all your Apple purchases with Apple Card.¹
Apply and use in minutes²

APPLE ID
gjacobbs@tppfl.gov

ORDER ID
MV6DFYMGXZ

DATE
Dec 14, 2021

BILLED TO
Visa 1746
Geoffrey Jacobs
3150 SW 52nd Avenue
Pembroke Park , FL 33023
USA

DOCUMENT NO.
192497489769

iCloud+

iCloud+ with 50 GB of Storage
Monthly
Renews Jan 14, 2022

\$0.99

TOTAL

\$0.99



Save 3% on all your Apple purchases.

3911 OAKWOOD BLVD
HOLLYWOOD, FL 33020
754-263-0877

192937205044 CH BLF PLUSH
3 @ \$1.00 \$3.00 T

013051600860 AD L/U NECKL
3 @ \$2.99 \$8.97 T

048419972982 AD SD WHT GL
AD SD WHT GLOVE COTTON DLX \$4.99 T

048419972983 SQ GLASSES M
SQ GLASSES MR/MRS SANTA \$3.99 T

192937206096 REINDEER ANT
REINDEER ANTLER HEADBAND \$10.00 T

013051912446 AD DLX HAT S
10 @ \$1.00 \$10.00 T

AD DLX HAT SANTA \$50.00 T

SUBTOTAL \$80.95
GEN MERCH TAX @ 7.000% \$5.67
TOTAL \$86.62
CR VISA \$86.62
ITEMS = 28

CR VISA SALE \$86.62
XXXXXXXXXXXX1746 CHIP
APPR: 020675
JOURNAL: 0315114002431702

AID: A0000000031010
Application Label: Visa Credit
Cryptogram Type: TC
Cryptogram: 38C2EE685B9E23C

=====

STORE 315 TRN 42 REG 1
12-20-2021 01:16:02 PM

003 1D11 001 0113
ALL returns & exchanges require
an original receipt dated within
90 days of purchase or email to

334534	NIKE COLA CHE	1	\$7.49N
	COUPON EVENT 6787 25% Off		
328082	LIFE RIVALS E	1	\$5.99N
	COUPON EVENT 6787 25% Off		
318951	DIY CRYSTAL B	1	\$4.49N
	COUPON EVENT 6787 25% Off		
308112	FACE IT CHALL	1	\$5.99N
	COUPON EVENT 6787 25% Off		
286679	THE SLOW MOTI	1	\$5.99N
	COUPON EVENT 6787 25% Off		
174588	DOWN SPIN GAM	1	\$5.99N
	COUPON EVENT 6787 25% Off		
308116	THE SLOW MOTI	1	\$5.99N
	COUPON EVENT 6787 25% Off		
308116	THE SLOW MOTI	1	\$5.99N
	COUPON EVENT 6787 25% Off		
315864	TACTIC TOTEM	1	\$4.49N
	COUPON EVENT 6787 25% Off		
243966	JUNGLE JOUST	1	\$5.99N
	COUPON EVENT 6787 25% Off		
328079	SORRY RIVALS	1	\$5.99N
	COUPON EVENT 6787 25% Off		
247327	BACKGAMMON	1	\$3.74N
	COUPON EVENT 6787 25% Off		
243966	JUNGLE JOUST	1	\$5.99N
	COUPON EVENT 6787 25% Off		
308157	ELLEN DANGER	1	\$5.99N
	COUPON EVENT 6787 25% Off		
328082	LIFE RIVALS E	1	\$5.99N
	COUPON EVENT 6787 25% Off		
328079	SORRY RIVALS	1	\$5.99N
	COUPON EVENT 6787 25% Off		
308256	THE MARVELOUS	1	\$9.74N
	COUPON EVENT 6787 25% Off		
308256	THE MARVELOUS	1	\$9.74N
	COUPON EVENT 6787 25% Off		
355123	OFFICE SPACE	1	\$5.24N
	COUPON EVENT 6787 25% Off		
157735	DOUGH FACTORY	1	\$5.99N
	COUPON EVENT 6787 25% Off		
157735	DOUGH FACTORY	1	\$5.99N
	COUPON EVENT 6787 25% Off		
334544	ENDERS GAME	1	\$4.49N
	COUPON EVENT 6787 25% Off		
308113	BF CHALLENGE	1	\$5.99N
	COUPON EVENT 6787 25% Off		
308113	BF CHALLENGE	1	\$5.99N
	COUPON EVENT 6787 25% Off		
308113	BF CHALLENGE	1	\$5.99N
	COUPON EVENT 6787 25% Off		
355138	HEAD HACKERS	1	\$5.99N
	COUPON EVENT 6787 25% Off		
355138	HEAD HACKERS	1	\$5.99N
	COUPON EVENT 6787 25% Off		
308158	ELLEN YOU BET	1	\$7.49N
	COUPON EVENT 6787 25% Off		
289655	24 LED LIGHT	1	\$12.99N
470641	1" CERAMIC FL	1	\$9.99N



Ollie's Bargain Out let
561-469-7150??

*** REPRINT ***

*** REPRINT ***

ITEM	Description	QTY	Item
355118	TITANIC BOARD	1	\$5.
	COUPON EVENT 6787 25% Off		
645623	DISNEY ELENA	1	\$5.
229069	PD DOHVINCI O	1	\$5.
	COUPON EVENT 6787 25% Off		
317509	ROSEART: ONE	1	\$2.
	COUPON EVENT 6787 25% Off		
317347	HOPE; DRAW ME	1	\$5.
	COUPON EVENT 6787 25% Off		
315806	HORIZON YOUNI	1	\$5.2
	COUPON EVENT 6787 25% Off		
315806	HORIZON YOUNI	1	\$5.2
	COUPON EVENT 6787 25% Off		
313786	DL SCIENCE CO	1	\$4.4
	COUPON EVENT 6787 25% Off		
315864	TACTIC TOTEM	1	\$4.4
	COUPON EVENT 6787 25% Off		
287792	MY FIRST FIRE	1	\$9.99
315864	TACTIC TOTEM	1	\$4.49
	COUPON EVENT 6787 25% Off		
308112	FACE IT CHALL	1	\$5.99
	COUPON EVENT 6787 25% Off		
247558	WHEEL OF FORT	1	\$3.74
	COUPON EVENT 6787 25% Off		
247326	101 GAMES IN	1	\$7.49N
	COUPON EVENT 6787 25% Off		
287792	MY FIRST FIRE	1	\$9.99N
245220	5 CANDLE ART	1	\$5.99N
	COUPON EVENT 6787 25% Off		
315806	HORIZON YOUNI	1	\$5.24N
	COUPON EVENT 6787 25% Off		

X-106
Welcome to Shell
SUNSHINE SHELL 271
2840 SOUTH SR 7
MIRAMAR, FL
57544588601

Mileage - 535
2840 S STATE ROAD 7
MIRAMAR FL 33023

< DUPLICATE RECEIPT >

Description	Qty	Amount
MIDG CR #01	9.4436	32.10
SELF @ 3.399/ G		

Subtotal	32.10
Tax	0.00
TOTAL	32.10
CREDIT \$	32.10

Visa Credit
USD\$32.10
XXXX XXXX XXXX 1746
Chip Read
APPROVED
AUTH # 021430
INV # 521617
Mode: Issuer
AID: A0000000031010
TVR: 0000008000
IAD: 06011203A0A002
TSI: E800
ARC: 00

Please come again

**TRY OUR FULL SERVICE
CAR WASH!!**

ST# 271
CSH: 0
TILL XXXX DR# 1 TRAM# 9012462
12/21/21 7:47:47 AM

X-101
Mileage 97

WELCOME
00000049254
KWIK STOP
5551 W PALLENDALE
PEMBROKE PARK FL
33023
9549831449

DATE 12/20/21 19:29
TRAN# 9019546
PUMP# 01
SERVICE LEVEL: SELF
PRODUCT: UNLD
GALLONS: 14.689
PRICE/G: 2.199
FUEL SALE \$31.46.99
FUEL CREDIT \$46.99

ZIP CODE APPROVED
VISA
INVOICE: 192704
ACCT NUMBER: 1746
AUTH: 00
REF #: 99000230062
APPNAME: Visa Credit
AID: A0000000031010
APP CHIP TOGRAM: AR
US 846720088888 J
APPROVAL#: 020038
ENTRY: Insert
ENV STAN#: 059567868
72

DEALER#: 00000049254
TSC# 05
TEXT JOIN TO 40244
JOIN MAKE IT COUNT
REWARDS TODAY
"THANK YOU
HAVE A NICE DAY

Wells Fargo				Expense Worksheet		
Category	Account Number	Item Description/Notes	Price	Total		
Fall Festival	A. Rozado Propane Services 001-510512-540001-00-9870	Gas Check for Fall Festival	\$ 150.00	\$ 150.00		
	Canva	Town's graphic design platform - subscription	\$ 12.99			
	Apple.com	iCloud Storage Subscription	\$ 0.99			
Commission-Subscriptions/Membership	001-510511-540001-00-0000			\$ 13.98		
	Florida City and County Management Association	Renew FCCMA Dues 2022 for Town Manager Jimenez	\$ 450.00			
	Adobe	Monthly Subscription (Illustrator) Suite	\$ 39.99			
	Adobe	Monthly Subscription (Premiere Rush) IT Mark	\$ 19.99			
	Adobe	Monthly Subscription (Premiere Rush) IT Mark	\$ 5.16			
Admin-Subscriptions/Membership	001-510512-540001-00-0000			\$ 509.14		
	SunPass	Tolls	\$ 4.80			
Commission-Travel	001-510511-400001-00-0000			\$ 4.80		
	BNU Noble Inc	Embroidery Charge for Mayor Jacobs for Previous Uniform Ordered for Police Dept	\$ 6.00			
Commission-Misc	001-510511-490903-00-0000			\$ 6.00		
	Home Depot	50pk Reusable Ties and Tape for IT	\$ 34.51			
Admin-Misc	001-510512-490002-00-0000			\$ 34.51		
	Embassy Suites	Meal for FLGSA 2022 Winter Symposium Conference January 25-27th for IT Director Pakula	\$ 8.52			
	White Castle	Gas for FLGSA 2022 Winter Symposium Conference January 25-27th for IT Director Pakula	\$ 75.00			
	Shells	Gas for FLGSA 2022 Winter Symposium Conference January 25-27th for IT Director Pakula	\$ 22.01			
	Chevron	Meal for FLGSA 2022 Winter Symposium Conference January 25-27th for IT Director Pakula	\$ 20.41			
	Embassy Suites	Meal for FLGSA 2022 Winter Symposium Conference January 25-27th for IT Director Pakula	\$ 37.54			
	Cafe Tu Tango	Gas for FLGSA 2022 Winter Symposium Conference January 25-27th for IT Director Pakula	\$ 60.02			
	Chevron	Hotel Duval Autograph Collection in Tallahassee, Fl Jan 10-12, 2022 for Legislative Session (Town Manager Jimenez)	\$ (505.48)			
Original Charge Date Nov. 4, 2021	Travelocity	Credit One Room		\$ 230.72		
Admin-Travel	001-510512-400001-00-0000					
	ESRI	2022 Southeast User Conference 3/31-4/1/2022 for IT Director Pakula	\$ 275.40			
	Fla. Local Gov't Information Systems Asso. (FLGISA)	FLGISA 2022 Winter Symposium Registration Fee Jan. 25-27th IT Director Pakula	\$ 150.00			
Admin-Business Meeting	001-510512-490006-00-0000			\$ 425.00		
	Avangate Inc. dba 2Checkout	One year subscription for Blackfender for Upstairs Computer in Breakroom	\$ 79.99			
NonDept-Computer Related	001-510519-340007-00-0000					
	Matee Ceramic Tile	Threshold 2x36 Carrera, Masterroler Stone and Multi Floor Set	\$ 887.00			
NonDept-Maintenance & Repair	001-510519-490010-00-0000			\$ 887.00		



WELLS FARGO BUSINESS ELITE CARD



Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN GEOFFREY JACOBS
Sub Account Number	[REDACTED]
Statement Closing Date	02/03/22
Next Statement Date	03/03/22
Monthly Spending Limit*	\$7,500

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$120.99
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$120.99

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
01/14	01/16	2469216QY2XEB7PBM	APPLE.COM/BILL		0.99
01/26	01/27	2478062DBBPQP5FST	NOBLES CUSTOM JOCKEY A DAVE FL		120.00
02/03	02/03	00000000000000000000	TOTAL PURCHASES		
			TOTAL		\$120.99

All transactions detailed above have been billed to the company control account.

Wells Fargo News

The Business Elite Online Reporting® service that is currently available to all Business Elite Online Banking. All previously saved reports on the third Effective February 1, 2022 the reporting service will only be available to reports that were saved on the card no longer have access to reports that were saved on the card. To access Business Elite card reports, sign on to Wells Fargo Online Banking and select "Reports".

- Then select "Accounts"
- Under "Manage Cards", select "Business Credit Card"
- Then go to "Spending Reports"

Visit the Business Credit Card Center and start simplifying your card management.

Take advantage of the features that come with Online Reporting. Messages and alerts: Stay informed about your account activity with Wells Fargo Card Design Studio® service. Make your card design with the Business Elite Card Design Studio.

Automatic Payments: Never miss a payment, avoid late fees and penalties with automatic payments.

Wells Fargo
3/1/2022
g and you will



ard design with

See reverse side for important information.

5596 0020 YTG 1 7 2 220205 0 PAGE 1 of 2 1.0 3266 1000 ELAS 01065596 20009

The transactions detailed on this statement are for informational use only.

INJ NOBLE, INC.
408 STIRLING ROAD
DAVIE, FL 33314

Invoice

Date	Invoice #
6/11/2021	21923

Bill To
TOWN OF PEMBROKE PARK 3150 SW 52 AVE. PEMBROKE PARK, FL 33023

Ship To

CUSTOMERS NAME	PO#	PHONE NUMBER

Qty	Item	Description	Rate	Amount
1	CS410	1st shirt we made for the Chief	25.00	25.00
1	L. CHEST	CornerStone® - Select Snag-Proof Tactical Polo xl navy	9.00	9.00
1	R. CHEST	Pembroke Park Badge	5.00	5.00
1	74273	Chief D. Howard	45.00	45.00
5	EMBROIDERY	5.11 TacLite® Pro Pant blk 38w x 32		
1	EMBROIDERY	From the 6 polo orders for Chief and Mayor was only missing the sleeve embroidery charge	6.00	30.00
		both sleeves Chief - gold	6.00	6.00
		both sleeve Mayor - gold		
		Police uniform - 114.00		
		Commission MISC - 6.00		

PLEASE MAKE CHECKS TO:

INJ NOBLE INC

custom designs and items that are custom cut to orders are non-refundable

Subtotal	\$120.00
Sales Tax (0.0%)	\$0.00
Total	\$120.00
Payments/Credits	\$0.00
Balance Due	\$120.00

Phone #
(954) 987-1040

E-mail
nobleuniforms@gmail.com

Joy Brown

From:
Sent:
To:
Subject:

Apple <no_reply@apple.com>
Monday, February 14, 2022 10:05 AM
Geoffrey Jacobs
Your receipt from Apple.



Receipt

Save 3% on all your Apple purchases with Apple Card.¹ Apply and use in minutes²

APPLE ID
gjacobs@tpmfi.gov

DATE
Feb 14, 2022

ORDER ID
MV6F3ZG1QD

BILLED TO
Visa 1746
Geoffrey Jacobs
3150 SW 52nd Avenue
Pembroke Park , FL 33023
USA

DOCUMENT NO.
150517082872

iCloud+

iCloud+ with 50 GB of Storage
Monthly
Renews Mar 14, 2022

\$0.99

\$0.99

TOTAL



Save 3% on all your Apple purchases.



Apply and use in minutes

BNJ NOBLE, INC.

5408 STIRLING ROAD
DAVIE, FL 33314

Payment Receipt

Received From	
TOWN OF PEMBROKE PARK	
3150 SW 52 AVE.	
PEMBROKE PARK, FL 33023	

Date	1/26/2022
Payment Method	Visa
Check/Ref No	

Payment Amount	\$120.00
Total Amount Due	\$0.00

Invoices Paid

Date	Invoice Number	Amount Due	Amount Applied
6/1/2021	21923	\$120.00	\$120.00

NOBLES CUSTOM

JULIEY APPAREL
5408 STIRLING RD
DAVIE, FL 33314
TEL: 954-987-1010
FID: 000054075-03

01/20/2022 13:27

Sale

Trans #: 1 Batch #: 1022

VISA *****1746 Manual

AMOUNT: \$120.00

Res: CAPTIVE
Code: 020095
Exp: 00703057
City Rsp: P-Not Processed
VISA Rsp: 2-7IP MATCHES
ADDRESS DOES NOT

Thank You
Please Come Again!

CUSTOMER COPY

SUB ACCOUNT MEMO STATEMENT



Page 1 of 2

Prepared For	PEMBROKE PARK TOWN JOY BROWN		
Sub Account Number			
Statement Closing Date	02/03/22		
Next Statement Date	03/03/22		
Monthly Spending Limit*	\$10,000		

*Available funds are subject to the monthly spending limit and the available credit on the control account.

For Customer Service Call:
800-231-5511

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Sub Account Summary

Purchases and Other Charges	+	\$162.99
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$162.99

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
01/27	01/28	2469216DB2X7KXTSB	SQ 'A. ROSADO PROPANE SERgosq.com FL		150.00 ✓
02/02	02/03	2401134DH0019FE1J	CANVA* 103319-17813546 HTTPSCANVA.CODE		12.99 ✓
02/03	02/03	0000000000000COMPC	TOTAL PURCHASES	\$162.99	
			TOTAL	\$162.99	

All transactions detailed above have been billed to the company control account.

Wells Fargo News

The Business Elite Online Reporting® service that is currently housed on a third-party site has moved to Wells Fargo Online Banking. All previously saved reports on the third-party site must be downloaded and saved by 1/31/2022. Effective February 1, 2022 the reporting service will only be available through Wells Fargo Online Banking and you will no longer have access to reports that were saved on the previous site.

To access Business Elite card reports, sign on to Wells Fargo Business Online:

- Then select "Accounts"
- Under "Manage Cards", select "Business Credit Card Center"
- Then go to "Spending Reports"

Visit the Business Credit Card Center and start simplifying your expense tracking today.

Take advantage of the features that come with Online Banking:

Messages and alerts: Stay informed about your account with updates sent to your email or mobile phone.

Wells Fargo Card Design Studio® service: Make your card as unique as your business. Customize your card design with this free service.

Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information.

Joy Brown

From: A. Rosado Propane Services, Inc <messenger@messaging.squareup.com>
Sent: Thursday, January 27, 2022 1:13 PM
To: Joy Brown
Subject: You paid an invoice! (#1582)



A. Rosado Propane Services, Inc

Invoice Paid

\$150.00

Paid on January 27, 2022

Invoice #1582
January 27, 2022

Customer
Joy Brown
jbrown@tppfl.gov

Message

Invoice for Fall Festival Gas Checks

Invoice summary

Invoice 1582 **\$150.00**

Joy Brown

From: Canva <no-reply@canva.com>
Sent: Wednesday, February 2, 2022 8:36 AM
To: Joy Brown
Subject: Your Canva invoice



Your invoice

Thank you for your purchase! Your invoice details are below.

INVOICE	DATE OF ISSUE
03319-17813546	Feb 2, 2022
BRAND ID	BILLED TO
BAEZHLxbzPU	Card (Visa - 8442)
Town of Pembroke Park	

Details

	ITEM	AMOUNT
	Subscription charges	\$12.99
Charged:		\$12.99

[View details](#)

[View all invoices](#)

Joy Brown

From:
Sent:
To:
Subject:

Apple <no_reply@email.apple.com>
Friday, January 14, 2022 11:02 AM
Geoffrey Jacobs
Your receipt from Apple.



Receipt

Save 3% on all your Apple purchases with Apple Card.¹ Apply and use in minutes²

APPLE ID
gjacobs@tppl.gov

DATE
Jan 14, 2022

ORDER ID
MV6DT6L4H4

DOCUMENT NO.
174507170154

BILLED TO
Visa 1746
Geoffrey Jacobs
3100 SW 52nd Avenue
Pembroke Park, FL 33023
USA

iCloud+



iCloud+ with 50 GB of Storage
Monthly
Renews Feb 14, 2022

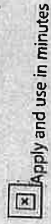
\$0.99

TOTAL

\$0.99



Save 3% on all your Apple purchases.



Apply and use in minutes



WELLS FARGO BUSINESS ELITE CARD



Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN JOY BROWN
Sub Account Number	
Statement Closing Date	03/03/22
Next Statement Date	04/03/22
Monthly Spending Limit*	\$10,000
* Available funds are subject to the monthly spending limit and the available credit on the control account.	

For Customer Service Call:
800-231-5511

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Sub Account Summary

Purchases and Other Charges	+	\$160.05
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$160.05

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
02/24	02/25	2432688E8173NB7DD	ADVANCE AUTO PARTS #8479 HALLANDALE FL		47.05 ✓
02/25	02/27	2422638E59LH3P5FQ	SAMSCULUB #6637 CORAL SPRINGSFL		100.00 ✓
03/02	03/03	2401134ED000VR045	CANVA* 103347-19524121 HTTPSCANVA.CODE		12.99 ✓
03/03	03/03	00000000000000CCMPC	TOTAL PURCHASES		\$160.05
			TOTAL		\$160.05

All transactions detailed above have been billed to the company control account.

Wells Fargo News

Take advantage of the features that come with Online Banking:

Messages and alerts: Stay informed about your account with updates sent to your email or mobile phone. Wells Fargo Card Design Studio® service: Make your card as unique as your business. Customize your card design with this free service.

Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information.

Joy Brown

From:
Sent:
To:
Subject:

Sam's Club <transaction@info.samsclub.com>
Friday, February 25, 2022 7:40 PM
Joy Brown
Your Sam's Club Receipt

Self Checkout

17000 HOLLAND ROAD JONAS
(954) 345-3443
CORAL SPRINGS, FL
#1202 06637 092



Furniture Outdoor & Patio New Items

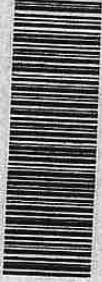
9092

101 RENEWSHIP 45.00 N
118 RENPLUS 55.00 N
SUBTOTAL 100.00
TOTAL 100.00
VISA TEP 100.00
3443 4444 4444 8442 I 1
PHONE 025319
BANK 0000031010
CARD 385489672E1
TERMINAL SCOT0504
CHANGE EVI 0.00

ITEMS SOLD 2



TC# 780898928975189698090



Details

Coral Springs Sam's Club
#6637

950 N. University Dr.
Coral Springs, FL 33071
(954)345-3443

See hours and directions

Transaction date and time
Friday, 25-February-2022 at 07:38 PM

Items purchased (2)

Items	Qty	Orig. price	Subtotal
RENMBRSHIP Item: 101	1	\$45.00	\$45.00 N
RENPLUS Item: 118	1	\$55.00	\$55.00 N



Store # 09479
3000 W HILLMANDALE BEACH BLVD.
PENSACOLA PARK FL 33009 (954) 455-0042
02/24/22 10:58 REG DT TRN# 4012 04011

ITEM	PRICE	TOTAL
PK OE N	12049183	
NAB053	51.99	\$43.98 TI
Sub Total		\$43.98
11 Tax @	7.0000%	\$3.08
Total		\$47.06

047.06 PURCHASE @ 10:58 AM
Visa *****0442 CHIP RECD
AUTH 024208 APPROVED REF 94797401201
ENW CARD | MEXCH 313528
TERM 00000007
Issuer TC 33484658C2868
RID 80000000031010

Your Speed Perks Account As of 02/23/22
Current Member Level: Elite
Rewards: Every dollar spent earns 10 points. Total: 45 Perks Buck
Need to update your personal information?
Text SPEED to 77333

CUSTOMER: Dougherty, Bryan

Z2PMVHF63141P



ENTER TO WIN FREE GAS FOR A YEAR!

Complete a brief survey about your visit
advanceautoparts.com/survey
Enter code:947907 04012 2056
CONTEST ENDS APRIL 23, 2022

Buy Online, Pick Up Today at
www.AdvanceAutoParts.com



Store # 09479
3000 W HILLMANDALE BEACH BLVD.
PENSACOLA PARK FL 33009 (954) 455-0042
02/24/22 10:58 REG DT TRN# 4012 04011

ITEM	PRICE	TOTAL
PK OE N	12049183	
NAB053	521.99	\$43.98 TI
Sub Total		\$43.98
11 Tax @	7.0000%	\$3.08
Total		\$47.06

047.06 PURCHASE @ 10:58 AM
Visa *****0442 CHIP RECD
AUTH 024208 APPROVED REF 94797401201
ENW CARD | MEXCH 313028
TERM 00000007
Issuer TC 33484658C2868
RID 80000000031010

Your Speed Perks Account As of 02/23/22
Current Member Level: Elite
Rewards: Every dollar spent earns 10 points. Total: 55 Perks Buck
Need to update your personal information?
Text SPEED to 77333

CUSTOMER: Dougherty, Bryan

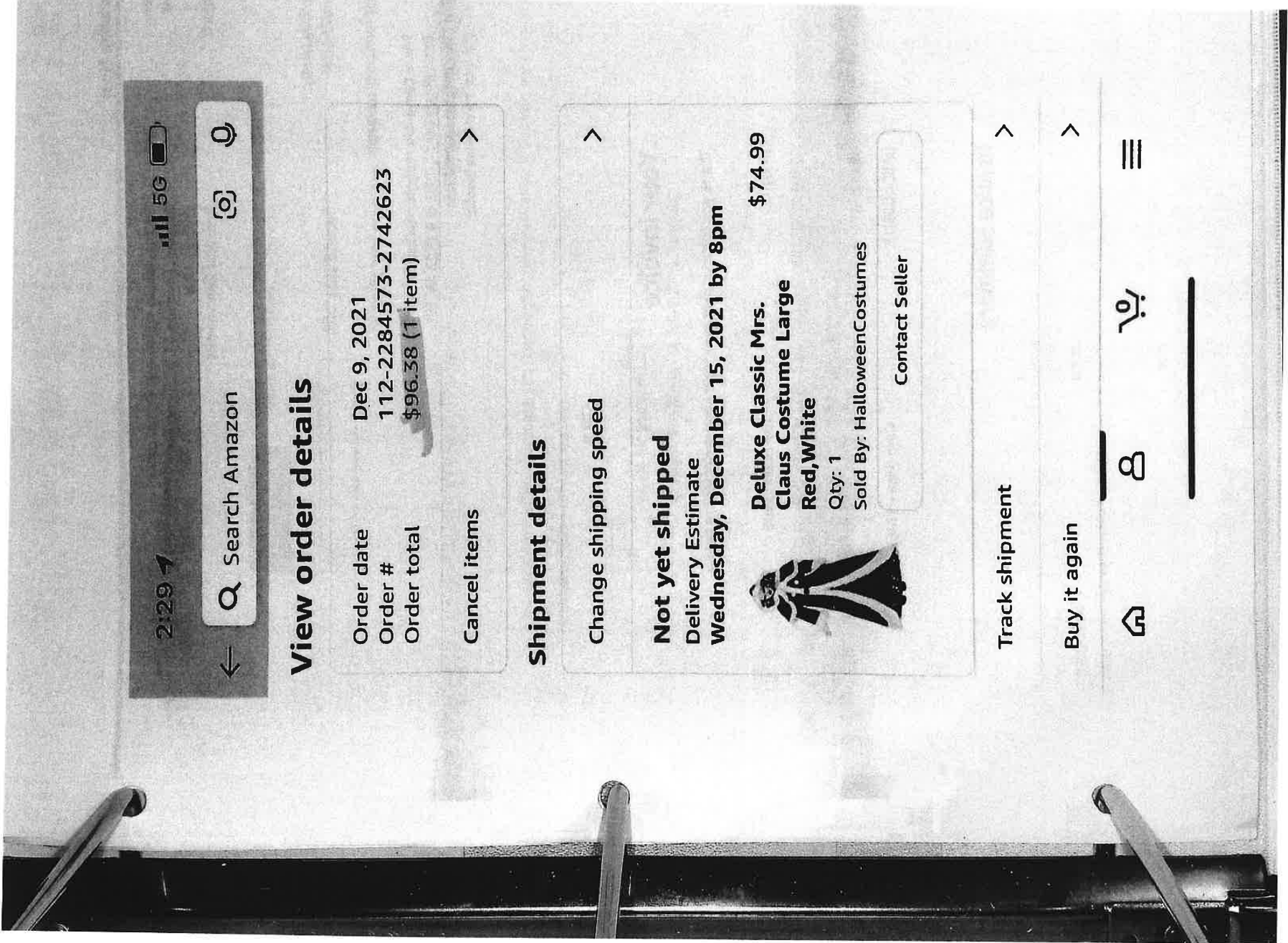
Z2PMVHF63141P



ENTER TO WIN FREE GAS FOR A YEAR!

Complete a brief survey about your visit
advanceautoparts.com/survey
Enter code:947907 04012 2056
CONTEST ENDS APRIL 23, 2022

Buy Online, Pick Up Today at
www.AdvanceAutoParts.com



Christian Noel

From: Geoffrey Jacobs <grjacobsaz@gmail.com>
Sent: Saturday, December 11, 2021 9:10 AM
To: Christian Noel
Subject: Fwd: Your Canva invoice

Geoffrey Jacobs
954-477-1434

Begin forwarded message:

From: Canva <no-reply@canva.com>
Date: December 11, 2021 at 8:16:13 AM EST
To: grjacobsaz@gmail.com
Subject: Your Canva invoice



Your invoice

Thank you for your purchase! Your invoice details are below.

INVOICE	DATE OF ISSUE
03266-12733123	Dec 11, 2021
BRAND ID	BILLED TO
BAEOoD59I18	Card (Visa - 1746)

Invoice Summary

ITEM	AMOUNT
------	--------

Subscription charges

\$119.99

Charged:

\$119.99

[View details](#)

[View all invoices](#)



Did you know?

Bananas are curved because they grow towards the sun.

You received this email because you made a purchase on Canva. If this was sent to you by mistake, please contact [support](#).



Made for you with  from Canva

Canva®, 110 Kippax St, NSW 2010, Australia



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.

Storen 4840
1959 S State Road 7
(954) 266-1425

Store# 4840
1959 S State Road 7
West Park FL 33023-6733

Sub Total	\$591.25
SALES TAX	\$0.00
Total	\$591.25
Visa Credit	\$591.25
*****0042	Approved
Purchase	CHIP
Auth/Trace Number:	002466/001893
Card No. RLD:	40000000031010

TAX EXEMPT
ID #: 6580127399

ID #: 6580127395533

NOW SHOP ON-LINE AT DOLLARTREE.COM

 * We will gladly exchange any unopened Itap *
 * with original receipt, we do not offer refunds. *

9435 04645 04 041 27207665 4/02/22 8:21

9425 04845 04 041 27207
Sales Associate: Delcun

Hollywood
101 S. State Road 7
Hollywood, FL 33023
(954) 894-8840
www.sfstore.com

**Town of Pembroke Park
2493109**

Cashier: Ramna

2 @ 28.99	Popcorn All In 0	
	7611600	
3 @ 4.49	Per Mate	
	5334161	
	Cherry Sno Cone S	
	5821821	9.49
	Grape Sno-Cone S	9.49
	5822041	9.49
	Watermelon Sno-Cone	9.49
	4329811	9.49
	Bl Rasp Sno-Cr	9.49
	5822631	9.49
	TAX	0.00
	**** BALANCE	109.41

Card: *****8442
Aff. val Code: 001360.
Purchase

Visa Credit

ATD. հստ00000031010
ԻՐ. C67113E5DC5A671
ԴՊ. 0803290000

TID: 1 VISA 109.41
 CHANGE 0.00
 TOTAL AMOUNT OF ITEMS SOLD \$ 9
 04/01/22 01:43pm 670 1 81 340734
 Qualifying 60! Points earned: 336

天不假年，年不假天。天不假年，年不假天。

SAVE TIME - ORDER ONLINE

Place your next order online
... and pickup in store.

Visit gfs.com to place your order.

[illegible]

Joy Brown

From:
Sent:
To:
Subject:

Canva <no-reply@canva.com>
Saturday, April 2, 2022 9:35 AM
Joy Brown
Your Canva invoice



Your invoice

Thank you for your purchase! Your invoice details are below.

INVOICE	DATE OF ISSUE
03378-15415642	Apr 2, 2022
BRAND ID	BILLED TO
BAEZHLxbzPU	Card (Visa - 8442)
Town of Pembroke Park	

Details

ITEM	AMOUNT
Subscription charges	\$12.99
Charged:	\$12.99

[View details](#)

[View all invoices](#)

SPRINGHILL SUITES®

BY MARRIOTT

SPRINGHILL SUITES BY MARRIOTT® / TALLAHASSEE NORTH
1481 Timberlane Road, Tallahassee, FL 32312 P 850.297.0270
springhillsuites.com

Joy/Ms Brown	
8214 Sw 14th Ct	Room: 318.
North Lauderdale FL 33068-3524	Room Type: STKT
Town Of Pembroke Park Pol	Number of Guests: 1
	Rate: \$118.00 Clerk: EDF
Arrive: 28Mar22 Time: 09:35PM	Depart: 31Mar22 Time: 09:15AM Folio Number: 77929

DATE	DESCRIPTION	CHARGES	CREDITS
28Mar22	Room Charge	114.00	
28Mar22	Occupancy Sales Tax	5.70	
28Mar22	City Tax	8.55	
29Mar22	Room Charge	118.00	
29Mar22	Occupancy Sales Tax	5.90	
29Mar22	City Tax	8.85	
30Mar22	Room Charge	118.00	
30Mar22	Occupancy Sales Tax	5.90	
30Mar22	City Tax	8.85	
31Mar22	Visa		393.75

Card #: VXXXXXXXXXXXXXXXXXXXXX842XXXXX
Amount: 393.75 Auth: 028682

BALANCE: 0.00

Marriott Bonvoy Account # XXXXX8393. Your Marriott Bonvoy points/miles earned on your eligible earnings will be credited to your account. Check your Marriott Bonvoy account statement or your online statement for updated activity.

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To plan your next stay, visit springhillsuites.com.

SPRINGHILL SUITES®
BY MARRIOTT

SPRINGHILL SUITES BY MARRIOTT® / TALLAHASSEE NORTH
1481 Timberlane Road, Tallahassee, FL 32312 P 850.297.0270
springhillsuites.com

Joy/Ms Brown	Room: RVS
8214 Sw 14th Ct	Room Type: HSE
North Lauderdale FL 33068-3524:	Number of Guests: 0
Town Of Pembroke Park Pol	Rate: \$0.00
	Clerk: EDF
Arrive: 01Apr22	Time: 12:37PM
Depart: 01Apr22	Time: 12:43PM
	Folio Number: 14325

DATE	DESCRIPTION	CHARGES	CREDITS
01Apr22	Occupancy Sales Tax		17.50
01Apr22	City Tax		26.25
01Apr22	Visa	43.75	

Card #: VXXXXXXXXXXXXXXXXXXXX8442XXXX
Amount: 43.75-

BALANCE	0.00
---------	------

As a Marriott Bonvoy Member, you could have earned points towards your free dream vacation today. Start earning points and Elite status, plus enjoy exclusive member offers. Enroll today at the front desk.

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To plan your next stay, visit springhillsuites.com.

Joy Brown

Recurring Event
March 26th

From: OfficeDepotOrders@officedepot.com
Sent: Wednesday, March 16, 2022 12:33 PM
To: Joy Brown
Subject: Order Confirmation #233467165-001

In-Store Pickup for: JOY BROWN

Office Depot Store # 2727
75 EAST INDIANTOWN RD E. INDIANTOWN ROAD & ALT A1A JUPITER, FL 33477

Office DEPOT
OfficeMax

Thanks, JOY BROWN. We're on it.

We've received your order. We're working to get it ready for pick up at the Office Depot Store you've selected.

Office Depot follows CDC guidance and other state and local orders. Face coverings may be required.

In This Pickup Order:

Custom Posters
Quantity Ordered: 1
Item # 818654



\$38.99

Order Summary

Your Message

In Loving Memory of Joel Amos Howard,
Our thoughts and prayers are with you.
Town of Pembroke Park

Billing Information

Joy Brown
US

9549664600

jbrown@tppfl.gov

Subtotal	\$105.00
Standard Service	\$19.99
Care & Handling	\$3.99
Taxes	\$9.03
Total (\$USD):	\$138.01

Print Receipt

Continue Shopping

Order same day flowers, plants, and gifts.

Payment Method

Credit Card Number:
*****8442

SPRINGHILL SUITES®
BY MARRIOTT

SPRINGHILL SUITES BY MARRIOTT® / TALLAHASSEE NORTH
1481 Timberlane Road, Tallahassee, FL 32312 P 850.297.0270
springhillsuites.com

Joy/Ms Brown	Room: RVS	Folio Number: 14325
8214 Sw 14th Ct	Room Type: HSE	
North Lauderdale FL 33068-3524	Number of Guests: 0	
Town Of Pembroke Park Po	Rate: \$0.00	Clerk: EDF
Arrive: 01Apr22 Time: 12:37PM	Depart: 01Apr22 Time: 12:43PM	

DATE	DESCRIPTION	CHARGES	CREDITS
------	-------------	---------	---------

01Apr22	Occupancy Sales Tax		17.50
01Apr22	City Tax		28.25
01Apr22	Visa		

43.75

Card #: VXXXXXXXXXXXXXXXXXXXX8442XXXXX
Amount: 43.75

BALANCE: 0.00

As a Marriott Bonvoy Member, you could have earned points towards your free dream vacation today. Start earning points and Elite status, plus enjoy exclusive member offers. Enroll today at the front desk.

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SPRINGHILL SUITES®
BY MARRIOTT

SPRINGHILL SUITES BY MARRIOTT® / TALLAHASSEE NORTH
1481 Timberlane Road, Tallahassee, FL 32312 P 850.287.0270
springhillsuites.com

Joy/Ms Brown

8214 Sw 14th Ct

North Lauderdale FL 33068-3524

Town Of Pembroke Park Fl

Room: 318

Room Type: STKT

Number of Guests: 1

Rate: \$118.00 Clerk EDF

Arrive: 28Mar22 Time: 09:35PM

Depart: 31Mar22 Time: 09:15AM Folio Number: 77929

DATE	DESCRIPTION	CHARGES	CREDITS
28Mar22	Room Charge	114.00	
28Mar22	Occupancy Sales Tax	5.70	
28Mar22	City Tax	8.55	
29Mar22	Room Charge	118.00	
29Mar22	Occupancy Sales Tax	5.90	
29Mar22	City Tax	8.85	
30Mar22	Room Charge	118.00	
30Mar22	Occupancy Sales Tax	5.90	
30Mar22	City Tax	8.85	
31Mar22	Visa		393.75

Card #: VXXXXXXXXXXXX842XXXX
Amount: 393.75 Auth: 028682

BALANCE: 0.00

Marriott Bonvoy Account # XXXXX8393. Your Marriott Bonvoy points/miles earned on your eligible earnings will be credited to your account. Check your Marriott Bonvoy account statement or your online statement for updated activity.

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WELLS FARGO BUSINESS ELITE CARD



Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN JOY BROWN
Sub Account Number	
Statement Closing Date	04/03/22
Next Statement Date	05/03/22
Monthly Spending Limit*	\$10,000

For Customer Service Call:
800-231-5511

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$1,958.81
Cash Advances	+	\$0.00
Credits	-	\$43.75
Statement Total		\$1,915.06

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
03/14	03/15	2490641ET44WW4P3V	Sympathy Floral Store 888-3979494 IL		138.01✓
03/16	03/18	2413746EWEJE3KM4H9	OFFICE DEPOT #2727 800-463-3768 FL		41.72✓
03/23	03/25	2478930F313FFADKF	OTC BRANDS INC 800-2280475 NE		671.68✓
04/01	04/03	2444500FQ6SQ81Y10	GFS STORE #0670 HOLLYWOOD FL		109.41✓
04/01	04/03	2489216FB2XKF7X9S	SPRINGHILL SUITES TALL TALLAHASSEE FL		393.75✓
04/02	04/03	2401134FQ000Y22VA	CANVA* 103378-15415642 HTTPSCANVA.CODE		12.99✓
04/02	04/03	2444500FD00T5L320	DOLLAR TREE WEST PARK FL		591.25✓
04/02	04/03	7489216FQ2XHT11SK0	SPRINGHILL SUITES TALL TALLAHASSEE FL	43.75✓	
04/03	04/03	0000000000000000COMP	TOTAL PURCHASES \$1,958.81		
			TOTAL RETURNS \$43.75		
			TOTAL		\$1,915.06

All transactions detailed above have been billed to the company control account.

Wells Fargo News

Take advantage of the features that come with Online Banking:

Messages and alerts: Stay informed about your account with updates sent to your email or mobile phone. Wells Fargo Card Design Studio® service: Make your card as unique as your business. Customize your card design with this free service.

Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information.

WELLS FARGO BUSINESS ELITE CARD



Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN GEOFFREY JACOBS
Sub Account Number	
Statement Closing Date	05/03/22
Next Statement Date	08/03/22
Monthly Spending Limit*	\$7,500

For Customer Service Call:
800-231-5511

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8850

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$1,831.00
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$1,831.00

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
04/01	04/04	2442629FDG3T30E9Q	PARKRECEIPTS.COM - V		14.00
04/13	04/14	24131746FR10E1550	PUBLIX #432 HOLLYWOOD FL		48.37
04/13	04/15	2494166FRRQEB748N	EINSTEIN BROS BAGELS2281 HOLLYWOOD FL		114.82
04/14	04/15	2443100FFLLQPT1EH84	SUN SENTINEL MG2 954-375-2018 TX		12.00
04/14	04/15	2469216FR2XD5758N	WPY*Brownard League of Cities-469-3728 FL		55.00
04/18	04/19	2469216FR2XGZ8MLH	APPLE.COM/BILL 865-712-7753 CA		0.99
04/19	04/20	2449216FR2XLWY92B	SO *UNTOASTED Hallandale BcFL		77.51
04/21	04/22	2449216FR2XTV4KR8L	USMAYORS 202-981-6796 DC		1,500.00
05/03	05/03	0000000000000000COMPQ	SQ *UNTOASTED Hallandale BcFL		8.21
			TOTAL PURCHASES		\$1,831.00
			TOTAL		\$1,831.00

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5596 0024 YTD 1 7 2 220513 0 PAGE 1 of 2 1 0 3258 1000 ELAS 03DR5596 24986

The transactions detailed on this statement are for informational use only.

Sub Account Number	4484 6100 0620 1746
No Payment is due on this Sub Account	

00000000000000004846100062017466

Print address or
phone changes:

Work ()

PEMBROKE PARK TOWN
GEOFFREY JACOBS
3180 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

PEMBROKE PARK TOWN
GEOFFREY JACOBS
3180 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

Joy Brown

From:
Sent:
To:
Subject:

Canva <no-reply@canva.com>
Saturday, April 2, 2022 9:35 AM
Joy Brown
Your Canva invoice



Your invoice

Thank you for your purchase! Your invoice details are below.

INVOICE	DATE OF ISSUE
03378-15415642	Apr 2, 2022
BRAND ID	BILLED TO
BAEZHLxbzPU	Card (Visa - 8442)
Town of Pembroke Park	

Details

ITEM	AMOUNT
Subscription charges	\$12.99
Charged:	\$12.99

View details

View all invoices



Please remit payment to:

3702 Davie Blvd., Ft. Lauderdale, FL 33312-3494 PHONE (800) 377-8646 FAX (888) 320-1779
Hours 8:30 AM - 5:30 PM Weekdays (EST)

E-Mail sales@edco.com



Try our new FREE App to make
virtual awards!
Search the "shops" for
Award Maker by Edco.com

QUOTATION ONLY - DO NOT PAY FROM THIS

Sold to:
TOPP

TOWN OF PEMBROKE PARK
JOY BROWN
3150 SW 52ND AVE
PEMBROKE PARK, FL

Ship Via: FTL PICKUP

33023-5413

Telephone: 954-966-4600 X 700 FAX:

Terms: Due upon Receipt

Salesperson Jessica ext 108	Date 04/26/2022	Cust. P.O. No. 785074	Quotation No. 785074	Due Date 04/29/2022	Time 1300
--------------------------------	--------------------	--------------------------	-------------------------	------------------------	--------------

Quan	Item No.	Description	Unit Price	Amount
------	----------	-------------	------------	--------

A	2	708-5007X9		
B	1	NLD		
C		Blue Marble-Finish Plaque Size: 7in x 9in in	47.52	95.04
D		Gold plate/Color Subl/Black Copy		
E		NO LAST DONE		

REF:30 years of service

Emailed

Please put invoice number on your check

Sub Total	95.04
Tax	0.00
Shipping	0.00
Total	95.04
Payment	0.00
Balance Due	95.04

TERMS: NET 30 DAYS FOR ACCOUNTS WITH APPROVED CREDIT - ACCOUNTS ARE DUE AND PAYABLE WITHIN 30 DAYS OF INVOICE DATE. A 1.5%/M financing charge will be added to buyer's account each month beyond the initial one month courtesy period. Buyer agrees to pay all costs of collection including court costs and reasonable attorney's fees should this account require such action. It is agreed that proper venue for suit shall be Broward County, Florida.

ETCHED CRYSTAL AWARDS . TROPHIES . PLAQUES . AD SPECIALTIES . SIGNS . BANNERS . WEARABLES . ACRYLIC . MEDALS

Joy Brown

From: noreply@smsvalet.com on behalf of Valet Services - Gulfstream Park
Sent: <noreply@smsvalet.com>
To: Friday, April 1, 2022 8:01 PM
Subject: Geoffrey Jacobs
Valet Services Receipt

NOTICE: If this receipt was sent in error, please click here and you will be unsubscribed.
Thank you for using our Valet Services

Payment Receipt

Valet Services - Gulfstream Park

CONTROL NUMBER: EV5000133

Date In:	4/1/2022	Area:	Events
Time In:	4:35 PM	Phone:	**1434
Date Out:	4/1/2022	Ticket #:	5433
Time Out:	8:00 PM	Plate:	
Park Time:	3h 25m		
Parking Fees:	\$10.00		

Tip \$2.00

Convenience fee \$2.00

Total Paid: \$14.00

Paid with Visa **1746 (self-pay)

Approval Code: 001139

Your CC statement will say "www.parking-receipts.com"

Payment is non-refundable. Valet Parking Services

Thank you,
United Parking

<https://united-parking.com>
844-768-0000



Follow us for parking news and discounts



Joy Brown

From:
Sent:
To:
Subject:

Canva <no-reply@canva.com>
Wednesday, March 2, 2022 8:35 AM
Joy Brown
Your Canva invoice



Your invoice

Thank you for your purchase! Your invoice details are below.

INVOICE	DATE OF ISSUE
03347-19524121	Mar 2, 2022
BRAND ID	BILLED TO
BAEZHxbzPU	Card (Visa - 8442)
Town of Pembroke Park	

Details

	ITEM	AMOUNT
Subscription charges		\$12.99
Charged:		\$12.99

[View details](#)

[View all invoices](#)



WELLS FARGO BUSINESS ELITE CARD



Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For	PEMBROKE PARK TOWN		
Sub Account Number	GEOFFREY JACOBS		
Statement Closing Date	04/03/22		
Next Statement Date	05/03/22		
Monthly Spending Limit*	\$7,500		

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$62.74
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$62.74

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
03/14	03/15	2469216ET2XBMR0YS	APPLE COM/BILL		0.99 ✓
03/31	04/01	2469216FA2XXRBQDK	SQ 'UNTOASTED		51.75 ✓
04/03	04/03	00000000000000000000	Hallandale BeFL		
			TOTAL PURCHASES	\$62.74	
			TOTAL	\$62.74	

All transactions detailed above have been billed to the company control account.

Wells Fargo News

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Messages and alerts: Stay informed about your account with updates sent to your email or mobile phone. Wells Fargo Card Design Studio® service: Make your card as unique as your business. Customize your card design with this free service.

Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information.

The transactions detailed on this statement are for informational use only.

HARRY TAUBENFELD account ending 6802
Page 4 of 4

Transaction Details

Trans Post	Reference Number	Description	Credits	Charges
03/25	2456930F4S66E2Q70	BLDG OFFICIALS ASSOC FL 407-8041001 FL		55.00
03/27	2400175F72DKYS12B	MIAMI HERALD DIGITAL SUB 800-843-4372 CA		29.99
03/28	2455930F7S89E5EFY	BLDG OFFICIALS ASSOC FL 407-8041001 FL		449.00
03/28	2469216F72X4EAK30	AMZN Mktp US*1N65F1YE2 Amzn.com/bill WA		186.65
03/29	2421073F95S8PZFEN	APWA FLORIDA CHAPTER 407-859-2556 FL		399.00
03/30	2469216F92XZGPZ1F	AMZN Mktp US*1B84Y2870 Amzn.com/bill WA		100.40
03/31	2407105FBVAKS1T2W	FLORIDA ASSOCIATION OF 804-3823426 FL		485.00
03/31	2443099FA2DKQAFD1	DMI* DELL K-12/GOVT 800-981-3355 TX		954.60
04/01	2480197FQL3A1GE8T	FLORIDA GOVERNMENT FINAN 850-222-9684 FL		470.00
04/01	2490804FB15B2AZ4N	ROSEN PLAZA ONLINE ORLANDO FL		391.33
		TOTAL \$10,480.83		

HARRY TAUBENFELD / Sub Acct Ending In 8434

Transaction Summary For JOY BROWN
Sub Account Number Ending In 8459

03/14	03/14	2490841ET44WW4P3V	Sympathy Floral Store 888-3979494 IL	138.01
03/16	03/16	2413748EWEJE3KMH9	OFFICE DEPOT #2727 800-483-3768 FL	41.72
03/23	03/23	2479830F313FFADKF	OTG BRANDS INC 800-2280475 NE	671.68
04/01	04/01	2444500FQSQ81Y10	GFS STORE #0870 HOLLYWOOD FL	109.41
04/01	04/01	2469216FB2XKF7X9S	SPRINGHILL SUITES TALL TALLAHASSEE FL	393.75
04/02	04/02	2401134FQ000Y22VA	CANVA* 03378-15415642 HTTPSCANVA.CO DE	12.99
04/02	04/02	2444500FDD0075L320	DOLLAR TREE WEST PARK FL	591.25
04/02	04/02	7469216FQ2XHT1SIK0	SPRINGHILL SUITES TALL TALLAHASSEE FL	
			TOTAL \$1,915.06	43.75

JOY BROWN / Sub Acct Ending In 8442

Transaction Summary For MYRIAM JACQUES
Sub Account Number Ending In 8459

03/03	03/04	2443106EE2DKBY8P3	AMAZON.COM*1W9YH2P10 AMZN AMZN.COM/BILL WA	25.98
			TOTAL \$25.98	

MYRIAM JACQUES / Sub Acct Ending In 8459

Transaction Summary For MARK PAKULA
Sub Account Number Ending In 8474

03/13	03/13	2459216ER2XBL8073	ADOBE *800-833-6687 800-833-6687 CA	257.62
03/29	03/29	2469216F82X99BAA2	CB1*WINZIP 800-799-9570 IL	29.95
03/30	03/30	2416407FAWB89AEP7	RACETRAC102 00001024 PEMBROKE PARK FL	78.00
04/01	04/01	2469216FB2XWYQV56	CHEVRON 0384129 SUNRISE FL	29.00
04/01	04/01	2475542FQ7K07KZBY	HILTON WEST PALM BEACH WEST PALM BEA FL	486.31
04/01	04/01	2494300FQRC8B8RGM	DUNKIN #343025 Q35 SUNRISE FL	8.42
			TOTAL \$889.80	

MARK PAKULA / Sub Acct Ending In 8474

Transaction Summary For JUAN C JIMENEZ
Sub Account Number Ending In 7486

03/25	03/25	2480197F5L38RA9WW	FLORIDA CITY AND COUNTY 850-222-9684 FL	500.00
			TOTAL \$500.00	

JUAN C JIMENEZ / Sub Acct Ending In 7485

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Wells Fargo Card Design Studio® service: Make your card as unique as your business. Customize your card design with this free service.

Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

Joy Brown

From: Apple <no_reply@email.apple.com>
Sent: Monday, March 14, 2022 6:40 PM
To: Geoffrey Jacobs
Subject: Your receipt from Apple.



Receipt

Save 3% on all your Apple purchases with Apple Card.¹ Apply and use in minutes²

APPLE ID
gjacobs@tppl.gov

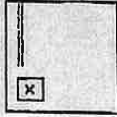
DATE
Mar 14, 2022

ORDER ID
MV6FFS1GLJ

DOCUMENT NO.
135525931386

BILLED TO
Visa 1746
Geoffrey Jacobs
3150 SW 52nd Avenue
Pembroke Park , FL 33023
USA

iCloud+



iCloud+ with 50 GB of Storage
Monthly
Renews Apr 14, 2022

\$0.99

TOTAL

\$0.99



Save 3% on all your Apple purchases.



Apply and use in minutes

ORDER ID
MV6FFS1GLJ

DOCUMENT NO.
135625931396

DATE
Mar 14, 2022

BILLED TO
Visa 1746
Geoffrey Jacobs
3150 SW 52nd Avenue
Pembroke Park , FL 33023
USA

iCloud+



iCloud+ with 50 GB of Storage
Monthly
Renews Apr 14, 2022

\$0.99

TOTAL

\$0.99



Save 3% on all your Apple purchases.



Apply and use in minutes

1. 3% savings is earned as Daily Cash and is transferred to your Apple Cash card when transactions post to your Apple Card account. If you do not have an Apple Cash card, Daily Cash can be applied by you as a credit on your statement balance. 3% is the total amount of Daily Cash earned for these purchases. See the Apple Card Customer Agreement for more details on Daily Cash and qualifying transactions.

2. Subject to credit approval.

To access and use all the features of Apple Card, you must add Apple Card to Wallet on an iPhone or iPad with iOS or iPadOS 13.2 or later. Update to the latest version of iOS or iPadOS by going to Settings > General > Software Update. Tap Download and Install.

Available for qualifying applicants in the United States.

Apple Card is issued by Goldman Sachs Bank USA, Salt Lake City Branch.

Lunch
with Attorney

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-5149
(954) 374-9072
www.untoasted.com

Mar 31, 2022
12:51 PM

Oriana

Ticket: B2
Authorization 031825
Receipt #IDX

Handwritten signature: *Shirley*

Visa Credit
AID A0 00 00 00 03 10 10

Total	\$51.75
Visa 1746 (Chip)	\$51.75

Additional Tip 10.00

Total 61.75

X

Handwritten signature of Geoffrey Jacobs

Geoffrey Jacobs

I agree to pay the above total amount
according to my card issuer agreement.

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

MAINTENANCE COPY

WELLS FARGO

WELLS FARGO BUSINESS ELITE CARD

VISA

Page 1 of 2

SUB ACCOUNT MEMO STATEMENT

Prepared For

Sub Account Number

Statement Closing Date

Next Statement Date

PEMBROKE PARK TOWN
JOY BROWN

04/03/22

05/03/22

For Customer Service Call:
800-231-5511

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Monthly Spending Limit*

\$10,000

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$1,958.81
Cash Advances	+	\$0.00
Credits	-	\$43.75
Statement Total		\$1,915.06

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Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
03/14	03/15	2490641ET44W4P3V	Sympathy Floral Store 888-3979494 IL		138.01✓
03/15	03/18	2413746EWEJE3KMH9	OFFICE DEPOT #2727 800-463-3768 FL		41.72✓
03/23	03/25	2478930F313FFADKF	OTC BRANDS INC 800-2280475 NE		671.88✓
04/01	04/03	2444500FQ5SQ81Y10	GFS STORE #0670 HOLLYWOOD FL		109.41✓
04/01	04/03	2469216FB2KKF7X9S	SPRINGHILL SUITES TALL TALLAHASSEE FL		393.75✓
04/02	04/03	2401134FQ000Y22VA	CANVA* 103378-15415642 HTTPSCANVA.CODE		12.99✓
04/02	04/03	2444500FD00TSL320	DOLLAR TREE WEST PARK FL		591.25✓
04/02	04/03	7469216FQ2XHT1SK0	SPRINGHILL SUITES TALL TALLAHASSEE FL	43.75✓	
04/03	04/03	00000000000000000000	TOTAL PURCHASES	\$1,958.81	
			TOTAL RETURNS	\$43.75	
			TOTAL	\$1,915.06	

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Automatic Payments: Never miss a payment, avoid late charges and protect your credit rating.

See reverse side for important information.

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33008-5149
(954) 374-8072
www.untoasted.com

Apr 21, 2022
10:18 AM
Estaban

Ticket: #14
Authorization: 021877
Receipt: 50K8

Visa Credit
AID: 00 00 00 00 03 10 10

FOR HERE

COFFEE \$1.50	\$1.50
Load \$1.50	\$1.50
(Coffee Refill) x 1	\$0.00
Subtotal	\$6.50
Gratuity (18%)	\$1.17
Sales Tax	\$0.54

18% gratuity was automatically added.

Total	\$8.21
Visa 1746 (Chip)	\$8.21

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE, 18% WILL BE
ADDED TO THE BILL.

SYNOVUS®

SYNOVUS BANK
P.O. BOX 23061
COLUMBUS GA 31902-3061

Page 1 of 1

CARD SERVICES

Account Number XXXX-XXXX-XXXX-8338
Payment Due N/A
New Balance N/A
Minimum Payment N/A

CARD SERVICES
P.O. BOX 2181
COLUMBUS GA 31902-2181

GEOFFREY JACOBS
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

** 00000000

762003868338 0000000000 0000000000

Please Detach and Return With Your Payment

For customer service, call 1-888-SYNOVUS (796-6887) 24 hours a day, 7 days a week.

Visa Account Summary

Account Number XXXX-XXXX-XXXX-8338
Statement Closing Date June 30, 2022
Credit Line \$10,000.00
Available Credit N/A
Minimum Payment N/A
Payment Due Date N/A

Balance Summary

Previous Balance N/A
Credits \$0.00
Purchases and Debits \$1,429.49
Cash Advances \$0.00
FINANCE CHARGE N/A
New Balance N/A

Important Contact Information

(See reverse side for billing and other important information)

Payment Address:

Card Services
P.O. Box 2181
Columbus, GA 31902-2181
Pay Online: www.commercialcardview.com
TTY Telephone: 1-877-254-3568

Customer Inquiries Address:

Commercial Customer Support
P.O. Box 23061
Columbus, GA 31902-3061

Customer Service:

1-888-SYNOVUS (796-6887)

Transaction Detail

Trans Date	Post Date	Description	Purchase Order No.	Amount
06/01	06/02	SQ *UNTOASTED HALLANDALE BE FL ***** MEMO ITEM *****	00023058430157392	\$65.63 ✓
06/03	06/06	TST* REGO/DIA - QUIZNOS/B DENVER CO ***** MEMO ITEM *****		\$10.29 ✓
06/03	06/06	PEPPERMILL BISCOTTIS REST RENO NV ***** MEMO ITEM *****		\$10.56 ✓
06/02	06/06	PEPPERMILL STEAKHOUSE RENO NV ***** MEMO ITEM *****		\$71.55 ✓
06/07	06/08	MCDONALD'S F17278 CHICAGO IL ***** MEMO ITEM *****		\$9.43 ✓
06/07	06/08	OUTBACK #0624 DENVER CO ***** MEMO ITEM *****	06736817278VPTY022206662	\$90.12 ✓
06/07	06/09	HAMPTON INNS 303-3758118 CO ***** MEMO ITEM *****	087134	\$237.31 ✓
		343201		
		ARRIVAL: 06-06-22		
06/06	06/09	PEPPERMILL FRONT DESK RENO NV ***** MEMO ITEM *****		\$934.60 ✓
		446691637055		
		ARRIVAL: 06-02-22		

SYNOVUS®

Untoasted
POLICE MEETING

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-5149
(954) 374-9072
www.untoasted.com

Jun 1, 2022
1:08 PM

Kaio

Ticket: #41
Authorization 033178
Receipt Hpxh

VISA CREDIT
AID 00 00 10 00 03 10 10

FOR HERE

Iced Tea x 2	\$7.00
Iced Tea Sweet x 1	\$3.50
Steak Taco x 1	\$18.99
Shrimp&Arugula Salad x 1	\$18.99
Slide Toast x 1	\$2.50
Subtotal	\$61.98
Gratuity (18%)	\$9.36
Sales Tax	\$4.29

18% gratuity was automatically added.

Total \$65.63
Visa 8338 (Chip) \$65.63
Geoffrey Jacobs

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

Untoasted
POLICE MEETING

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-5149
(954) 374-9072
www.untoasted.com

Jun 1, 2022
1:08 PM

Kaio

Ticket: #41
Authorization 033178
Receipt Hpxh

VISA CREDIT
AID 00 00 00 03 10 10

FOR HERE

Iced Tea x 2	\$7.00
Iced Tea Sweet x 1	\$3.50
Steak Taco x 1	\$19.98
Shrimp&Arugula Salad x 1	\$18.99
Slide Toast x 1	\$2.50
Subtotal	\$61.98
Gratuity (18%)	\$9.36
Sales Tax	\$4.29

18% gratuity was automatically added.

Total \$65.63
Visa 8338 (Chip) \$65.63
Geoffrey Jacobs

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

315



Quiznos/Blue Sky Bar
8700 Pena Blvd Denver, CO 80249
303-342-7396

Quiznos

Server: Alenazew A
Check #315
Ordered:

6/2/22 10:44 AM

8in Baja Chicken

\$9.50

Subtotal
Tax
Total

\$9.50
\$0.75
\$10.25

Payment Type
VISA CREDIT

C (EMV Chip Read)
XXXXXXXXXX8338

Transaction Type
Authorization
Approval Code
Payment ID
Application ID
Exhibition Label
Terminal ID
Card Reader

Sale
Approved
031374
dgylwX79ppr
A0000000031010
VISA CREDIT

JEFFREY JAGGERS
BBPOS

Your transaction today will appear as
REG/DY on your
statement. Thank you and see you next
time ya fly den!

Biscotti

Peppermill Resort Spa Casino
2707 South Virginia Street
Reno Nevada 89502

150259 Asucena C.

WS#: 10090

CHK 2176

6/3/2022 9:34 AM

4.25
5.50

\$9.75
\$0.81
\$10.56
\$10.56

Tax
Payment
Visa

att042315 xxx8338

Check Closed

6/3/2022 9:55 AM

Peppermill Resort Spa Casino
2707 South Virginia Street
Reno Nevada 89502

111059 Maurice V.

WS#: 10011

CHK 317

B5

6/2/2022 5:30 PM

GST 1

1 12oz Prime Rib 44.00
End Out
1 Kitchen Message 0.00
DRY HORSE RADISH
1 Crispy Brussel Sprouts 11.00
1 Pick Up Check 0.00

Tax 5.55
Total 60.55
Cash 60.55
Tendered 60.55
Change 0.00

Peppermill Reno
2707 South Virginia St
Reno, NV 89502
775-826-2121

Check No : 317
Table No : 0
Server : 111059 Maurice
Name on Card: JACOBS/GEOPFREY
Acct Num : XXXXXXXXXX18338
Expiry Date : **/**
Card Type : VISA
Trans Type : Authorize
Trans Date : 6/2/2022
Trans Time : 6:19 PM
Entry Mode : Chip
Auth Code : 004649
Resp Code : 00
Mode : Issuer
App Label : VISA CREDIT
AID : A0000000031010
ARC : 00
TID : 8000008000
TSI : 6800
I-0 : 06012036000000

00 Approved - Thank You 000

Subtotal : USD\$ 59.55
Gratuity : 12.00
Total : 71.55

Signature

I Agree to pay total amount as
per the Card Issuer Agreement.
Merchant Copy

Thank You!

580

BUY ONE GET ONE FREE QUARTER POUNDER
W/CHEESE OR EGG McMUFFIN
Go to www.mcdvoice.com within 7 days
and tell us about your visit.

Validation Code: _____
Expires 30 days after receipt date.
Valid at participating US McDonald's.

Survey Code: 10000000

17278-06850-60722-09222-00094-
McDonald's Restaurant #17278

CHICAGO IL 60666

TEL# 773 686 1540

KS# 6
06/07/2022 09:22 AM
Order 85

PAID

1 Saw Egg McMuffin M1-Hb	7.39
1 L Premium Roast	1.05
<Drink Upcharge>	

Subtotal	8.44
Tax	0.99
Take-Out Total	9.43
Cashless	9.43
Change	0.00

MER# 085103
CARD ISSUER
VISA SALE
ACCOUNT#
*****8338

TRANSACTION AMOUNT
CHIP READ 9.43

AUTHORIZATION CODE - 063804
SEQ# 178519

SEQ# 178519

ATD: A000000031010

Thank you for choosing McDonald's.

MAORS
0380 Server: MARLEN G (#42) Rec: 142
06/06/22 22:13, Swiped T: 44 Term: 6

CARD TYPE ACCOUNT NUMBER
VISA XXXXXXXXXXXXXXX8338
00 TRANSACTION APPROVED
AUTHORIZATION #: 087134
Reference: 0505010000380
TRANS TYPE: Credit Card SALE

CHECK: 76.12
TIP: 14.00
TOTAL: 90.12

X 
CARDHOLDER WILL PAY CARD ISSUER ABOVE
AMOUNT PURSUANT TO CARDHOLDER AGREEMENT
VIEW YOUR REWARD BALANCE OR SIGN UP AT
DINE-REWARDS.COM
Have a bloomin' Day!



HAMPTON INN & SUITES DENVER AIRPORT-
GATEWAY PARK
4310 AIRPORT WAY
DENVER, CO 80239
United States of America
TELEPHONE 303-375-8118 • FAX 303-375-1118
Reservations
www.hilton.com or 1 800 HILTONS

JACOBS, GEOFFREY

3120 W HLND BCH BLVD #622

HALLANDALE FL 33009
UNITED STATES OF AMERICA

Room No: 577/SXQL
Arrival Date: 6/6/2022 10:28:00 PM
Departure Date: 6/7/2022
Adult/Child: 1/0
Cashier ID: NHOSHIKO
Room Rate: 205.01
AL:
HH #: 1172212753 DIAMOND
VAT #:
Folio No/Che: 343201 A

Confirmation Number: 98150879

HAMPTON INN & SUITES DENVER AIRPORT-GATEWAY PARK 6/7/2022
1:01:00 AM

DATE	REF NO	DESCRIPTION	CHARGES
6/6/2022	1048545	GUEST ROOM	\$205.01
6/6/2022	1048545	RM- STATE TAX	\$5.95
6/6/2022	1048545	RM- CITY TAX	\$22.04
6/6/2022	1048545	RM- RTD/CULTURAL	\$2.26
6/6/2022	1048545	TOURISM IMPROVEMENT TAX	\$2.05
WILL BE SETTLED TO VS*8338			\$237.31
EFFECTIVE BALANCE OF			\$0.00

Firefox

file:///C:/Users/cnoel/API2312019/AppData/Local/Microsoft/Win

Peppermill Hotel Casino Reno
2707 S. Virginia
Reno NV, 89502
800/648-6992

GEOFFREY JACOBS

3150 SW 52ND AVE

PEMBROKE PARK FL33023-5413

06/06/2022
12:15:39
Wing/Room T T1703

Resv No 446691637055
Page 1 06/06/2022 12:15:00
Arrival 06/02/2022
Departure 06/06/2022
Bill code
Group AUSVIPS

FREE WIFI INTERNET ACCESS FOR ALL GUESTS

DATE	REFERENCE	DESCRIPTION	\$ CHARGES
06/02/2022	447139100576	RESORT SERVICE FEE	39.55
		RESORT FEE \$35+TAX PER NT	
06/02/2022	447139100577	RESORT SERVICE FEE	-39.55
		FULL CREDIT OF \$35 RESORT	
06/02/2022	447139100578	TOURISM SURCHARGE FEE	2.00
		TOURISM SURCHARGE	
06/02/2022	447139104853	ROOM CHARGE T T1703 TAX	205.00
			26.65
06/03/2022	447149100581	RESORT SERVICE FEE	39.55
		RESORT FEE \$35+TAX PER NT	
06/03/2022	447149100582	RESORT SERVICE FEE	-39.55
		FULL CREDIT OF \$35 RESORT	
06/03/2022	447149100583	TOURISM SURCHARGE FEE	2.00
		TOURISM SURCHARGE	
06/03/2022	447149104995	ROOM CHARGE T T1703 TAX	205.00
			26.65
06/04/2022	447159100623	RESORT SERVICE FEE	39.55

SYNOVUS®

SYNOVUS BANK
P.O. BOX 23061
COLUMBUS GA 31902-3061

CARD SERVICES
P.O. BOX 2181
COLUMBUS GA 31902-2181

JOY BROWN
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

23 30000000

CARD SERVICES

Account Number XXXX-XXXX-XXXX-3331
Payment Due N/A
New Balance N/A
Minimum Payment N/A

762003723331 0000000000 0000000000

Please Detach and Return With Your Payment

For customer service, call 1-888-SYNOVUS (796-6887) 24 hours a day, 7 days a week.

Visa Account Summary

Account Number XXXX-XXXX-XXXX-3331
Statement Closing Date June 30, 2022
Credit Line \$5,000.00
Available Credit N/A
Minimum Payment N/A
Payment Due Date N/A

Balance Summary

Previous Balance N/A
Credits \$0.00
Purchases and Debits \$160.00
Cash Advances \$0.00
FINANCE CHARGE N/A
New Balance N/A

Important Contact Information

(See reverse side for billing and other important information)

Payment Address:

Card Services
P.O. Box 2181

Columbus, GA 31902-2181
www.commercialcardview.com
1-877-254-3568

Customer Inquiries Address:

Commercial Customer Support
P.O. Box 23061
Columbus, GA 31902-3061

Pay Online:

www.commercialcardview.com

Customer Service:

1-888-SYNOVUS (796-6887)

Transaction Detail

Trans Date	Post Date	Description	Purchase Order No.	Amount
06/29	06/30	SHIRTS R US FT LAUDERDALE FL ***** MEMO ITEM *****		\$160.00

SYNOVUS®

Page 1272 of 1416

Public.

Police

	AT Hollywood Mall
	3251 Hollywood Blvd
	Hollywood, FL 33021
	Store Manager: Karen White
954-964-5005	
00 NP RL NLT	\$5.99 F
00 NP FL NLT	\$5.99 F
00 NP FL NLT	\$5.99 F
You Saved	1.00
LARGE VHS PLATER	
You Saved	1.00
LARGE VHS PLATER	
KINT EARR. SPORLE	
Order Total	\$5.99 F
Sales Tax	\$0.42
Gross Total	\$6.41
Change	\$0.77

Police

Einstein Bros Bagels
Store # 2281
340 North Park Road
954-893-8701

ToGo140

Host:
ToGo140

04/13/2022
8:19 AM
10022

Order Type: TOGO

Einstein Bros Bagels
340 North Park Road
954-893-8701

ToGo140

04/13/2022
8:19 AM
10022

ser Type: TOGO

Baker's Dozen Box (3 @16.99)	50.97	Baker's Dozen Box (3 @16.99)	50.97
3 Doz Bagels w/2 CC	2.79	3 Doz Bagels w/2 CC	2.79
Stir Bakery Lean Free Pr	7.69	Stir Bakery Lean Free Pr	7.69
Two Eggs	2.49	Two Eggs	2.49
Chorizo Sunrise Egg Sand	7.69	Chorizo Sunrise Egg Sand	7.69
Two Eggs	2.49	Two Eggs	2.49
Muffin-Blueberry	0.00	Muffin-Blueberry	0.00
PX Laval., Accr	3.96	PX Laval., Accr	3.96
Coffee Canteen (2 @17.99)	3.19	Coffee Canteen (2 @17.99)	3.19
Large Medium Roast Coffee		Large Medium Roast Coffee	

RECEIVE 2 FREE BAGELS WITH ANY PURCHASE
By sharing your feedback within 3 days
at www.bagelexperience.com
When prompted, enter this code:
082 004 100 032 100 821 02 1

After you have completed the survey,
Write down the validation code
Survey Validation Code:

OFFER EXPIRES 14 DAYS FROM DATE
ON RECEIPT
Not valid with other offers. Redeem
in-store only. Doesn't include gourmet
bagels, smear or other spreads.

Subtotal 110.80
Tax 4.02

TOGO Total 114.82

D/Cancelled
VISA #XXXXXX
Auth:013457

082 004 100 032 100 821 02 1
Total 110.80
4.02
GO Total 114.82
Cancelled
XXXXXXXXXXXXXXXXXXXX
013457

Done back after 14M for \$1 OFF
on sandwich purchased after 11M
Show this receipt
Back to front counter
Visit ShawSociety.com
--- Check Closed ---

Contact

Sely Cochran
Broward League of Cities
954-367-7370
scoc@browardleague.org

Last Name:
Email Address:
Title:
City/Company:

Jacobs
jacobs@lppfl.gov
Mayor
Pembroke Park

Dinner Selection

Dinner Choice

Beef Tenderloin

Payment Summary

Payment Method
Paid By Credit Card

Name	Type	Quantity	Fee	Total
Geoffrey Jacobs	Registrant Fee	1	\$55.00	\$55.00
TOTAL:				\$55.00

Joy Brown

From: Geoffrey Jacobs
Sent: Friday, April 15, 2022 6:37 AM
To: Christian Noel
Subject: Fwd: Welcome to the Sun Sentinel

My town cc, I will cancel the subscription in one year.

Mayor Geoffrey Jacobs
Town of Pembroke Park
Police Commissioner
G.Jacobs@tppfl.gov
3150 SW 52 Avenue
Pembroke Park, FL 33023
(Office) 954-966-4600

From: customerservice@sunsentinel.com <customerservice@sunsentinel.com>
Sent: Thursday, April 14, 2022 7:52:55 PM
To: Geoffrey Jacobs <gjacobs@tppfl.gov>
Subject: Welcome to the Sun Sentinel!

You now have full digital access

SunSentinel

Congratulations!
You chose the best source
for local news.

Start reading with full access to our website.

Log in now

1

Joy Brown

From:
Sent:
To:
Subject:

Apple <no_reply@apple.com>
Thursday, April 14, 2022 9:59 AM
Geoffrey Jacobs
Your receipt from Apple.



Receipt

Save 3% on all your Apple purchases with Apple Card.¹ Apply and use in minutes²

APPLE ID
gjacobse@tppl.gov

DATE
Apr 14, 2022

ORDER ID
MV6FTGV2V0

DOCUMENT NO.
217535734353

BILLED TO
Visa 1746
Geoffrey Jacobs
3150 SW 52nd Avenue
Pembroke Park, FL 33023
USA

iCloud+

iCloud+ with 50 GB of Storage
Monthly
Renews May 14, 2022



\$0.99

TOTAL

\$0.99



Save 3% on all your Apple purchases.



Apply and use in minutes

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-6149
(954) 374-9072
www.untoasted.com

Apr 18, 2022
11:24 AM

Karee

Ticket: #13
Authorization 018703
Receipt 9Kne

Visa Credit

AID A0 00 00 00 0310 10

FOR HERE

Iced Tea x 1	\$3.50
Coffee x 2	\$7.00
Huevos Rancheros x 1	\$16.99
Tutti Frutti x 1	\$15.99
Smoked Salmon and Bagel x 1	\$17.99
Ice Tea Refill x 1	\$0.00

Subtotal	\$61.47
Gratuity (18%)	\$11.06
Sales Tax	\$5.08

18% gratuity was automatically added.

Total	\$77.61
Visa 1745 (Chip)	\$77.61
Geoffrey Jacobs	

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33008-5149
(854) 374-9072
www.untoasted.com

Apr 18, 2022
11:24 AM

Kareu

Ticket: #13
Authorization 028703
Receipt 9kne

Visa Credit
AID A0 00 00 03 10 10

Total	\$77.61
Visa 1746 (Chip)	\$77.61

Additional Tip 0.00

Total 77.61

X

Geoffrey Jacobs
Geoffrey Jacobs

I agree to pay the above total amount
according to my card issuer agreement.

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE, 1.8% WILL BE
ADDED TO THE BILL.

MERCHANT COPY



Sincerely,

Julia Weyland
United States Conference of Mayors
meetings@usmayors.org

If you no longer want to receive emails from Julia Weyland, please [Opt-Out](#).

Your payment for the 90th Annual Meeting event has been successfully processed. Please save this email for your records.

Transaction Information		Transaction Information	
Item		Quantity	Amount
Event Registration		1	\$1,500.00
		Transaction Total	\$1,500.00

Registration Confirmation Number: 52NX2CROXNH
[View your registration](#)

If you have any questions about this transaction or email, please contact Julia Weyland directly at meetings@usmayors.org.

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.



Peppermill Resort Spa Casino
2707 South Virginia Street
Reno Nevada 89502

150259 Asicena C.

WS#: 10090

CHK 2176

6/3/2022 9:54 AM

4.25
5.50

\$9.75
\$0.81
\$10.56
\$10.56

Pay
Payment
Visa
at042315 xxx8338

Check Closed
6/3/2022 9:54 AM

Peppermill Resort Spa Casino
2707 South Virginia Street
Reno Nevada 89502

111059 Maurice V.

WS#: 10011

CHK 317

GST 1

6/2/2022 5:30 PM

B5

1 12oz Prime Rib 44.00
and Out
1 Kitchen Message 0.00
DRY HUNGARIAN
1 Crispy Brussel Sprouts 11.00
1 Pick Up Drink 0.00

Food 55.00
Tax 3.55
TOTAL 58.55

Peppermill Reno
2707 South Virginia St
Reno, NV 89502
775-826-2121

Check No : 317
Table No : 0
Server : 111059 Maurice
Name on Card: JACOBS/GEOPFREY
Acct Num : XXXXXXXXXXXX8338
Expiry Date : **/**
Card Type : VISA
Trans Type : Authorize
Trans Date : 6/2/2022
Trans Time : 6:19 PM
Entry Mode : Chip
Auth Code : 004649
Resp Code : 00
Mode : Issuer
App Label : VISA CREDIT
KID : A0000000031010
ARC : 00
TVR : 8000008000
TSI : 6800
TAD : 06011203500000

Approved - Thank You 000

Subtotal : USD\$ 59.55
Gratuity : 12.00
Total : 71.55


I Agree to pay total amount as
per the Card Issuer Agreement.
Merchant Copy

Thank You!

685

BUY ONE GET ONE FREE QUARTER POUNDER
W/CHEESE OR EGG McMUFFIN

Go to www.mcdvoice.com within 7 days
and tell us about your visit.

Validation Code:

Expires 30 days after receipt date.
Valid at participating US McDonald's.

Survey Code:

17278-06850-60722-09222-00094-3

McDonald's Restaurant #17278

TERMINAL 1 CONCOURSE C

CHICAGO, IL 60666

TEL# 773 686 1540

KS# 6 06/07/2022 09:22 AM
Side1 Order 85

PAID

1 Sau Egg McMuffin M-Hb 7.39
1 L Premium Roast 1.05
<Drink Upcharge>

Subtotal 8.44
Tax 0.99
Take-Out Total 9.43
Cashless 9.43
Change 0.00

MER# 085103
CARD ISSUER ACCOUNT#
VISA SALE *****0338

TRANSACTION AMOUNT

CHIP READ

AUTHORIZATION CODE - 063804

SEQ# 178519

AID: A0000000031010

9.43

Thank you for choosing McDonald's

27 APR 5
0380 Server: MARLEN G (#42) Rec: 142
06/06/22 22:13, Swiped T: 44 Term: 6

CARD TYPE ACCOUNT NUMBER
VISA XXXXXXXXXXXXXXX8338
00 TRANSACTION APPROVED
AUTHORIZATION #: 067734
Reference: 0606010000380
TRANS TYPE: Credit Card SALE

CHECK: 76.12
TIP: 14.00
TOTAL: 90.12

X

GARDHOLDER WILL PAY CARD ISSUER ABOVE
AMOUNT PURSUANT TO CARDHOLDER AGREEMENT

VIEW YOUR REWARD BALANCE OR SIGN UP AT
DINE-REWARDS.COM
Have a bloomin' Day!



HAMPTON INN & SUITES DENVER AIRPORT-
GATEWAY PARK
4310 AIRPORT WAY
DENVER, CO 80239
United States of America
TELEPHONE 303-375-8118 • FAX 303-375-1118
Reservations
www.hilton.com or 1 800 HILTONS

JACOBS, GEOFFREY

3120 W HLND BCH BLVD #622

HALLANDALE FL 33009
UNITED STATES OF AMERICA

Room No: 517/SXQL
Arrival Date: 6/6/2022 10:28:00 PM
Departure Date: 6/7/2022
Adult/Child: 1/0
Cashier ID: NHOSHIKO
Room Rate: 205.01
AL:
HH # 117Z212753 DIAMOND
VAT #
Folio No/Che 343201 A

Confirmation Number: 98150979

HAMPTON INN & SUITES DENVER AIRPORT-GATEWAY PARK 6/7/2022
1:01:00 AM

DATE	REF NO	DESCRIPTION	CHARGES
6/6/2022	1048545	GUEST ROOM	\$205.01
6/6/2022	1048545	RM- STATE TAX	\$5.95
6/6/2022	1048545	RM- CITY TAX	\$22.04
6/6/2022	1048545	RM- RTDCULTURAL	\$2.26
6/6/2022	1048545	TOURISM IMPROVEMENT TAX	\$2.05
WILL BE SETTLED TO VS**8338			\$237.31
EFFECTIVE BALANCE OF			\$0.00

Firefox

file:///C:/Users/cnoel/AP12312019/AppData/Local/Microsoft/Win...

Peppermill Hotel Casino Reno
2707 S. Virginia
Reno NV, 89502
800/648-6992

GEOFFREY JACOBS

3150 SW 52ND AVE

PEMERROKE PARK FL33023-5413

06/06/2022
12:15:39
Wing/Room T T1703

Resv No 446691637055
Page 1 06/06/2022 12:15:00
Arrival 06/02/2022
Departure 06/06/2022
Bill code
Group AUSVIPS

FREE WIFI INTERNET ACCESS FOR ALL GUESTS

DATE	REFERENCE	DESCRIPTION	\$ CHARGES
06/02/2022	447139100576	RESORT SERVICE FEE	39.55
		RESORT FEE \$35+TAX PER NT	
06/02/2022	447139100577	RESORT SERVICE FEE	-39.55
		FULL CREDIT OF \$35 RESORT	
06/02/2022	447139100578	TOURISM SURCHARGE FEE	2.00
		TOURISM SURCHARGE	
06/02/2022	447139104853	ROOM CHARGE T T1703 TAX	205.00
			26.65
06/03/2022	447149100581	RESORT SERVICE FEE	39.55
		RESORT FEE \$35+TAX PER NT	
06/03/2022	447149100582	RESORT SERVICE FEE	-39.55
		FULL CREDIT OF \$35 RESORT	
06/03/2022	447149100583	TOURISM SURCHARGE FEE	2.00
		TOURISM SURCHARGE	
06/03/2022	447149104995	ROOM CHARGE T T1703 TAX	205.00
			26.65
06/04/2022	447159100623	RESORT SERVICE FEE	39.55

file:///C:/Users/cnoel/API2312019/AppData/Local/Microsoft/Windows/CurrentVersion/

06/04/2022	447159100624	RESORT FEE \$35+TAX PER NT	-39.55
		RESORT SERVICE FEE	
		FULL CREDIT OF \$35 RESORT	
06/04/2022	447159100625	TOURISM SURCHARGE FEE	2.00
		TOURISM SURCHARGE	
06/04/2022	447159104978	ROOM CHARGE T T1703 TAX	205.00
			26.65
06/05/2022	447169100692	RESORT SERVICE FEE RESORT FEE \$35+TAX PER NT	39.55
		RESORT SERVICE FEE	
06/05/2022	447169100693	FULL CREDIT OF \$35 RESORT	-39.55
		TOURISM SURCHARGE FEE	2.00
		TOURISM SURCHARGE	
06/05/2022	447169104863	ROOM CHARGE T T1703 TAX	205.00
			26.65
06/06/2022	447173116550	HOTEL VISA	-934.60 ✓
		*****8338	
		Balance Due	.00

SYNOVUS[®]

SYNOVUS BANK
P.O. BOX 23061
COLUMBUS GA 31902-3061

CARD SERVICES
P.O. BOX 2181
COLUMBUS GA 31902-2181

JOY BROWN
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

*** 00000000

7620003723331 0000000000 0000000000

Please Detach and Return With Your Payment

For customer service, call 1-888-SYNOVUS (796-6887) 24 hours a day, 7 days a week.

Visa Account Summary

Account Number XXXX-XXXX-XXXX-3331
Statement Closing Date June 30, 2022
Credit Line \$5,000.00
Available Credit N/A
Minimum Payment N/A
Payment Due Date N/A

Balance Summary

Previous Balance N/A
Credits \$0.00
Purchases and Debits \$160.00
Cash Advances \$0.00
FINANCE CHARGE N/A
New Balance N/A

Important Contact Information

(See reverse side for billing and other important information)

Payment Address: Card Services
P.O. Box 2181
Columbus, GA 31902-2181
www.commercialcardview.com
Pay Online:
TTY Telephone: 1-877-254-3568

Customer Inquiries Address: Commercial Customer Support
P.O. Box 23061
Columbus, GA 31902-3061
Customer Service: 1-888-SYNOVUS (796-6887)

Transaction Detail

Trans Date	Post Date	Description	Purchase Order No.	Amount
06/29	06/30	SHIRTS R US FT LAUDERDALE FL ***** MEMO ITEM *****		\$160.00

SYNOVUS[®]

CARD SERVICES

Account Number XXXX-XXXX-XXXX-3331
Payment Due N/A
New Balance N/A
Minimum Payment N/A

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33008-8146
(954) 374-8072
www.untoasted.com

Apr 21, 2022
10:16 AM
Eataban

Ticket: #14
Authorization: 021877
Receipt: 5048

Visa Credit
AID 00 00 00 00 03 10 10

FOR HERE

Amount	12.50
Card	12.50
(Card Refill)	00.00
Subtotal	\$6.50
Gratuity (18%)	\$1.17
Sales Tax	\$0.84

18% gratuity was automatically added.

TOTAL	\$8.21
Visa 4746 (Chip)	\$8.21

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE, 18% WILL BE
ADDED TO THE BILL

Police Meeting

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-5149
(954) 374-9072
www.untoasted.com

Jun 1, 2022
1:08 PM

Kaio

Ticket: #41
Authorization 033178
Receipt Hpxh

VISA CREDIT

AID 00 00 10 00 03 10 10

FOR HERE

Iced Tea x 2	\$7.00
Iced Tea Sweet x 1	\$3.50
Streak Taco x 1	\$19.95
Shrimp&Arugula Salad x 1	\$18.99
Slide Toast x 1	\$2.50
Subtotal	\$51.98
Gratuity (18%)	\$9.36
Sales Tax	\$4.29

18% gratuity was automatically added.

Total \$65.63
Visa 8338 (Chip) \$65.63
Geoffrey Jacobs

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

Police Meeting

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-5149
(954) 374-9072
www.untoasted.com

Jun 1, 2022
1:08 PM

Kaio

Ticket: #41
Authorization 033178
Receipt Hpxh

VISA CREDIT

AID 00 00 00 03 10 10

FOR HERE

Iced Tea x 2	\$7.00
Iced Tea Sweet x 1	\$3.50
Streak Taco x 1	\$19.98
Shrimp&Arugula Salad x 1	\$18.99
Slide Toast x 1	\$2.50
Subtotal	\$51.98
Gratuity (18%)	\$9.36
Sales Tax	\$4.29

18% gratuity was automatically added.

Total \$65.63
Visa 8338 (Chip) \$65.63
Geoffrey Jacobs

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

315



Quiznos/Blue Sky Bar
8700 Pena Blvd Denver, CO 80249
303-342-7396

Quiznos

Server: Aleazewed A
Check #315
Ordered:

6/2/22 10:44 AM

8in Baja Chicken

\$9.50

Subtotal

\$9.50

Tax

\$0.79

Total

\$10.29

Print Type
VISA CREDIT

C (EMV Chip Read)

XXXXXXXXXXXX8338

Transaction Type
Authorization
Approval Code
Payment ID

Sale
Approved
031374

Application ID

dgyjwx79ppr
A0000000031010

Transaction Label

Terminal ID

Card Reader

VISA CREDIT

BERDS

REGGIEY JACOB

Your transaction today will appear as
REGG/DY on your
statement. Thank you and see you next
time you fly/BERD!

INVOICE

13064

DATE: 4/25/00

ACCT.# 720

CUSTOMER

Tonia of Florida K&K

PH# 904-4600 X705 PM

CEL# 304

CONTACT: J. Brown

Email

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Visit our website: shirtsrus.biz

1861 S. State Rd. 7

Ft. Lauderdale, FL 33317

Tel. (954) 533-4695

Fax (954) 358-5288

E-mails: SRU1861@aol.com

Qty.	Color	Style	Description	XS	S	M	L	XL	2XL	3XL	4XL	24	6-8	10-12	14-16	18-20	Price P/Piece	Extended Price
1	Royal	137218	Under Armour														40-	40-
1	Graphite		Ladies														40-	40-
1	White		Polo														40-	40-
1	Royal	137218	POLO														40-	40-

Front Full: ☐ Crest ☒ Left ☒ RightBack Full: ☐ Tag: ☐ Hat: ☐Sleeve: ☐ Left ☐ RightPocket: ☐ Above: ☐ On: ☐ Across: ☐

Special Instructions:

Logo

A. Jacobs White

Cust. Sign.: Mayor's wife

Salesman:

SRU is not responsible for garments brought in by the consumer.

03/29/2002
 Merch ID: 1861 S STATE RD 7
 City: FT. LAUDERDALE, FL 33317
 State: FL
 Zip: 33317
 Phone: (954) 533-4695
 Fax: (954) 358-5288
 E-mail: SRU1861@aol.com
 Credit Sale: ☐
 Transaction ID: 08-40-25
 Card Type: 0000000000000000
 Card Number: 0000000000000000
 Exp. Date: 12/31/01
 Amount: USD 160.00 30
 STAFF: Code: 0000000000000000
 Batch Number: 0000000000000000
 Department: 0000000000000000
 ACT Code: 0000000000000000
 TELLUS ID: 0000000000000000
 PROCESS ID: 0000000000000000
 User: 0000000000000000
 Title: 0000000000000000
 Job: 0000000000000000
 Org: 0000000000000000
 App: 0000000000000000
 VISA CREDIT
 11 MAY 2002

Page 2 of 4

ACCOUNT NUMBER: XXXX XXXX XXXX 9993	CREDIT LIMIT:	50,000.00
CURRENT BALANCE:	AVAILABLE CREDIT:	38,339.55
BALANCE TRANSFER BALANCE:	MINIMUM PAYMENT DUE:	11,660.45
CASH ADVANCE BALANCE:	PAYMENT DUE DATE:	07-20-22
*CURRENT BALANCE INCLUDES CASH ADVANCES AND BALANCE TRANSFERS		

CORPORATE ACCOUNT ACTIVITY				
Post Date	Trans Date	Reference Number	Transaction Description	Amount
05-17	05-17	747350-4216821680000647	PAYMENT RECEIVED - THANK YOU	2,108.56 PY
TOTAL CORPORATE ACTIVITY				\$2,108.56 CR

INDIVIDUAL CARDHOLDER ACTIVITY				
Post Date	Trans Date	Reference Number	Transaction Description	Amount
05-02	05-01	2469216215210002762503	SQ UNTOASTED HALLANDALE BE FL	65.63
05-06	05-03	241374821540009531021	TST REGODIA - QUIZNOS/B DENVER CO	10.29
05-06	05-03	2477700215527105104867	PEPPERMILL BISCUITTS FIRST RENO NV	10.56
05-06	05-02	2471700215471194270387	PEPPERMILL STEAKHOUSE RENO NV	71.35
05-08	05-07	2443720215310000000024	MCDONALD'S RYZER CHICAGO IL	8.43
05-08	05-07	2469216215310000000024	OUTBACK #0624 DENVER CO	9.31
05-09	05-07	2475542215971594949320	QUINTON INNS 305-3738118 CO	237.31
05-09	05-06	2471702215917159065287	PEPPERMILL FRONT DESK RENO NV	394.60
TOTAL ACTIVITY				\$1,438.49

JUAN JIMENEZ XXXX-XXXX-XXXX-6961				
Post Date	Trans Date	Reference Number	Transaction Description	Amount
05-02	05-01	24001752155083133400160	MIAMI HERALD SUB 800-842-4372 CA	27.68
05-03	05-01	24801872154680145516012	FLORIDA CITY AND COUNTY 650-222-9694 FL	75.00
05-05	05-31	2469216215510069243968	RENAISSANCE HOTELS SEA ORLANDO FL	537.00
05-09	05-08	24492152155853591706505	ICMA ONLINE 202-289-4262 DC	750.00
05-10	05-10	24431082161085735816548	AMAZON.COM/PSYNYN1013 AMZN AMZN.COM/BILL WA	284.03
05-13	05-10	243300216103444246043	VERTICAL CABLE 857-464-3554 FL	339.00
05-15	05-14	2443108216508353498294	AMAZON.COM/BA76102X3 AMZN AMZN.COM/BILL WA	34.99
05-15	05-14	2443108216508373791574	AMAZON.COM/INB003523 AMZN AMZN.COM/BILL WA	69.98
05-15	05-14	24543002165700562770665	ADCBEE PS CREATIVE CLO 800-443-8158 CA	257.52
05-15	05-14	24906042165041600110524	ROSEN SHINGLE CR ONLINE ORLANDO FL	362.00
05-17	05-16	24692162155041600110532	AMZN MKTP US/PSYNYN1013 AMZN.COM/BILL WA	543.00
05-20	05-17	2469216215508353498294	AMZN MKTP US/PBPA45423 AMZN.COM/BILL WA	19.95
05-20	05-17	2469216215508353498294	AMZN MKTP US/PSYNYN1013 AMZN.COM/BILL WA	14.97
05-20	05-17	2469216215508353498294	AMZN MKTP US/PSYNYN1013 AMZN.COM/BILL WA	28.50
05-21	05-20	2469216215508353498294	AMZN MKTP US/PSYNYN1013 AMZN.COM/BILL WA	108.31
05-21	05-20	2469216215508353498294	AMZN MKTP US/PSYNYN1013 AMZN.COM/BILL WA	23.79
05-22	05-21	24001752155083133400160	MIAMI HERALD SUB 800-842-4372 CA	27.68
TOTAL ACTIVITY				\$3,503.90

Continued on next page

ACCOUNT NUMBER: XXXX XXXX XXXX 9993					
CURRENT BALANCE:				CREDIT LIMIT:	50,000.00
BALANCE TRANSFER BALANCE:	7,193.27	-CR		AVAILABLE CREDIT:	50,000.00
CASH ADVANCE BALANCE:			.00	MINIMUM PAYMENT DUE:	.00
*CURRENT BALANCE INCLUDES CASH ADVANCES AND BALANCE TRANSFERS			.00	PAYMENT DUE DATE:	08-18-22

TOWN OF PEMBRONE PARK XXXX-XXXX-XXXX-9993			CORPORATE ACCOUNT ACTIVITY		TOTAL CORPORATE ACTIVITY \$23,320.90 CR	
Point Date	Trans Date	Reference Number	Transaction Description	Purchase Order No.	Amount	
03-20	07-20		AUTO PAYMENT DEDUCTION		11,680.45 CR	
03-21	07-20	747594-220222000001389	PAYMENT RECEIVED - THANK YOU		11,680.45 PY	

INDIVIDUAL CASH ORDER ACTIVITY					
GEOFFREY JACOBS XXXX-XXXX-XXXX-8339		CREDITS \$0.00	PURCHASES \$1,958.62	CASH ADVANCES \$0.00	TOTAL ACTIVITY \$1,958.62
Date	Trans Date	Reference Number	Transaction Description		
07-06	07-05	246521021851000011060368	SO "UNTOASTED PEANEROKE PARK FL		
07-09	07-08	2413746279151000480221953	PUBLIX #432 HOLLYWOOD FL		
07-11	07-09	2494166279151000480221953	ENSTEIN BROS BAGELS2281 HOLLYWOOD FL		
07-11	07-09	24943000279151000480221953	COSTCO WHEAT1132 NORTH MIAMI FL		
07-12	07-12	24121021821000500263959	SQ "UNTOASTED HALLANDALE BE FL		
07-12	07-12	24121021821000500263959	AMZN MKTP US-X7874573 AMZN COMWELL WA		
07-12	07-12	246521021851000011060368	SST "THE HOLLYWOOD DONUT HOLLYWOOD FL		
07-14	07-13	246521021851000011060368	SQ "UNTOASTED HALLANDALE BE FL		
07-14	07-13	246521021851000011060368	PACIFIC COASTED HALLANDALE BE FL		
07-15	07-13	24161072185074294191955	SQ "UNTOASTED HALLANDALE BE FL		
07-16	07-15	246521021851000011060368	SQ "UNTOASTED HALLANDALE BE FL		
07-20	07-19	246521020010000491516422	SQ "METRO CHICKEN OF FL HOLLYWOOD FL		
07-21	07-19	240345420100102183255965	7-ELEVEN 2700B FT MYERS FL		
07-29	07-28	24001972210050454320160	FLORIDA LEAGUE OF CITIES 859-222-9564 FL		
			Amount		
			59.32		
			12.98		
			139.90		
			213.99		
			50.60		
			52.55		
			52.55		
			74.38		
			20.15		
			48.59		
			23.52		
			68.25		
			700.00		

Post Date	Trans Date	Reference Number	Transaction Description	CREDITS \$104.57	PURCHASES \$765.05	CASH ADVANCES \$0.00	TOTAL ACTIVITY \$659.08	Amount
07-11	07-08	7443106218903005953394	AMAZON.COM AMZN.COM/BILL WA					34.99 CR
07-11	07-08	7443106218903005655552	AMAZON.COM AMZN.COM/BILL WA					89.98 CR
07-11	07-10	2416407181974117278421	FEDEX 77731027982 300-4333333 TN					65.85
07-14	07-13	248430071819700630637858	AUDIBLES CREATIVE CLD 800-449-9158 CA					257.92
07-20	07-18	240017022010053133415008	MIAMI HERALD SUB 800-843-4372 CA					27.88
07-25	07-22	24071052201627149220950	DLT SOLUTIONS 703-773-800-5294358 VA					411.60
				CREDITS \$0.00	PURCHASES \$478.00	CASH ADVANCES \$0.00	TOTAL ACTIVITY \$478.00	

Post Date	Trans Date	Reference Number	Transaction Description	CREDITS \$0.00	PURCHASES \$478.00	CASH ADVANCES \$0.00	TOTAL ACTIVITY \$478.00	Amount
07-04	07-01	24481032182081075003787	DEPT CF BUS AND PROF R BILLERPAYMENT FL					60.00

Continued on next page

SYNOVUS®

SYNOVUS BANK
P.O. BOX 23061
COLUMBUS GA 31902-3061

Page 1 of 2

CARD SERVICES

Account Number XXXX-XXXX-XXXX-8338
Payment Due N/A
New Balance N/A
Minimum Payment N/A

CARD SERVICES
P.O. BOX 2181
COLUMBUS GA 31902-2181

GEOFFREY JACOBS
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

** 0000000

762003868338 00000000 00000000

Please Deposit and Return With Your Payment

For customer service, call 1-888-SYNOVUS (796-6887) 24 hours a day, 7 days a week.

Visa Account Summary

Account Number XXXX-XXXX-XXXX-8338
Statement Closing Date July 29, 2022
Credit Line \$10,000.00
Available Credit N/A
Minimum Payment N/A
Payment Due Date N/A

Balance Summary

Previous Balance N/A
Credits \$0.00
Purchases and Debits \$1,968.62
Cash Advances \$0.00
FINANCE CHARGE N/A
New Balance N/A

Important Contact Information

(See reverse side for billing and other important information)

Payment Address: Card Services
P.O. Box 2181
Columbus, GA 31902-2181
Pay Online: www.commercialcardview.com
TTY Telephone: 1-877-254-3568
Customer Inquiries Address: Commercial Customer Support
P.O. Box 23061
Columbus, GA 31902-3061
Customer Service: 1-888-SYNOVUS (796-6887)

Transaction Detail

Trans Date	Post Date	Description	Purchase Order No.	Amount
07/05	07/06	SO *UNTOASTED PEMBROKE PARK FL	00011529215115993	\$59.32 ✓
07/09	07/11	MEMO ITEM		
07/09	07/11	PUBLIX #432 HOLLYWOOD FL	000000000000000000	\$13.98 ✓
07/09	07/11	MEMO ITEM		
07/09	07/11	EINSTEIN BROS BAGELS2281 HOLLYWOOD FL		\$139.90 ✓
07/08	07/11	MEMO ITEM		
07/08	07/11	COSTCO WHSE#1332 NORTH MIAMI FL		\$213.99 ✓
07/11	07/12	SO *UNTOASTED HALLANDALE BE FL		\$50.60 ✓
07/11	07/12	MEMO ITEM		
07/12	07/12	AMZN MKTP US JX7845TZ3 AMZN.COM/BILL WA	Mayors Office	\$534.95 ✓
07/13	07/14	MEMO ITEM		
07/13	07/14	TST* THE HOLLYWOOD DONUT HOLLYWOOD FL	00044941007769076006aa	\$22.99 ✓
07/13	07/14	MEMO ITEM		
07/13	07/14	SO *UNTOASTED HALLANDALE BE FL	00023058430159536	\$74.38 ✓
07/13	07/15	MEMO ITEM		
07/13	07/15	RACETRAC491 00004911 HOLLYWOOD FL	000000000000000000	\$20.15 ✓
07/13	07/15	MEMO ITEM		
07/15	07/18	SQ *UNTOASTED HALLANDALE BE FL	00023058430159657	\$48.59 ✓
07/15	07/18	MEMO ITEM		

SYNOVUS®

Continuation of Statement

GEOFFREY JACOBS
TOWN OF PEMBROKE PARK
Account Number XXXX-XXXX-XXXX-8338

Page 2 of 2

Transaction Detail

Trans Date	Post Date	Description	Purchase Order No.	Amount
07/19	07/20	SO 1 METRO CHICKEN OF HOLL HOLLYWOOD FL MEMO ITEM	00023058430159866	\$23.52 ✓
07/19	07/21	7-ELEVEN 37088 FT MYERS FL MEMO ITEM	P55067	\$66.25 ✓
07/28	07/28	FLORIDA LEAGUE OF CITIES 850-222-9684 FL MEMO ITEM	101349342815	\$700.00 ✓

SYNOVUS

Untoasted
1 egg update

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-5149
(954) 374-9072
www.untoasted.com

Jul 5, 2022
3:16 PM

Yan

Ticket: B3

FOR HERE

Iced Tea Sweet x 1	\$3.50
Iced Tea x 1	\$3.50
Steak Taco x 1	\$19.99
Shrimp Taco x 1	\$18.99
Side Chimichurri x 1	\$1.00
Ice Tea Refill x 2	\$0.00

Subtotal	\$46.98
Gratuity (18%)	\$8.46
Sales Tax	\$3.88

18% gratuity was automatically added.

Total	\$59.32
-------	---------

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

Food drive
7/19

Einstein Bros Bagels
Store # 2281
340 North Park Road
954-893-8701

A

Host:
A

07/09/2022
7:28 AM
20022

Order Type: T060

Baker's Dozen Box (3 @16.99)
Baker's Doz Bucket w/2 OC
Coffee Canteen (3 @17.99)
Muffin-Blueberry
All Nighter (2 @7.49)
Btl Milk Chocolate
Btl Milk White
Everything Bagel
Onion & Chive Shmear
Spinach Florentine Bagel
Onion & Chive Shmear
PX Loyalty Accr

50.97
53.97
2.79
14.98
1.99
1.99
3.58
4.28
0.00

Subtotal
Tax

134.55
5.35

T060 Total

139.90

VISA #XXXXXXXXXX8338
Auth:040356

139.90

Come back after 11AM for \$1 OFF
ANY sandwich purchased after 11AM

Show this receipt
Want free bagels?
Visit ShmearSociety.com

--- Check Closed ---

Food Drive 7/19
Publix

At Hollywood Mall
3251 Hollywood Blvd
Hollywood, FL 33021

Store Manager: Kareem White
954-964-5005

OJ W/CAL NP FN 6.99 F
OJ W/CAL NP FN 6.99 F

Order Total 13.98
Sales Tax 0.00
Grand Total 13.98
Credit Payment 13.98
Change 0.00

Receipt ID: 0263 8321 2184 1866 863

PRESTO!
Trace #: 072729
Reference #: 0180775138
Acct #: XXXXXXXXXX8338
Purchase VISA
Amount: \$13.98
Auth #: 012087

CREDIT CARD
A0000000031010
Entry Method:
Mode:
PURCHASE
VISA CREDIT
Chip Read
Issuer

Your cashier was Andrise A.

07/09/2022 7:53 S0432 R107 2089 C0268

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Apply today at apply.publix.jobs.
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Publix Super Markets, Inc.

Major's Lanes / Town

COSTCO
WHOLESALE

N Miami #1332
14800 Sole Mia Way
N Miami, FL 33181

SN Member: 111945357333

1601917 AIRPUUS PRO

SUBTOTAL

TAX

**** TOTAL

XXXXXXXXXXXX8338

AID: A000000003101

Seq#: 205259

Visa Resp: APPROVED

Tran ID#: 218900205759.....

CHIP Read

App#: 003485

APPROVED Purchase

AMOUNT: \$213.99

07/08/2022 20:24 1332 205 475 705

Visa

CHANGE

213.99

0.00

A 7.000% TAX

TOTAL TAX

14.00

14.00

TOTAL NUMBER OF ITEMS SOLD = 1

07/08/2022 20:24 1332 205 475 705



2133220504752207082024

OP#: 705 Name: SCO

Thank You!

Please Come Again

Whse:1332 Trn:205 Trn:475 OP:705

Items Sold: 1
SN 07/08/2022 20:24

Major's Lanes / Town

COSTCO
WHOLESALE

N Miami #1332
14800 Sole Mia Way
N Miami, FL 33181

SN Member: 111945357333

1601917 AIRPUUS PRO

SUBTOTAL

TAX

**** TOTAL

XXXXXXXXXXXX8338

AID: A000000003101

Seq#: 205259

Visa Resp: APPROVED

Tran ID#: 218900205759.....

CHIP Read

App#: 003485

APPROVED Purchase

AMOUNT: \$213.99

07/08/2022 20:24 1332 205 475 705

Visa

CHANGE

213.99

0.00

A 7.000% TAX

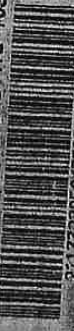
TOTAL TAX

14.00

14.00

TOTAL NUMBER OF ITEMS SOLD = 1

07/08/2022 20:24 1332 205 475 705



2133220504752207082024

OP#: 705 Name: SCO

Thank You!

Please Come Again

Whse:1332 Trn:205 Trn:475 OP:705

Items Sold: 1
SN 07/08/2022 20:24

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33008-8149
(954) 374-8072
www.untoasted.com

Jul 11, 2022
2:53 PM
Karee

Ticket: #42
Authorization: 048423
Receipt: TICO

VISA CREDIT
AID AO 00 00 00 03 10 10

Total \$43.31
Visa 8338 (Chip) \$43.31

ADD A TIP

☒ 18% (Tip: \$7.29, Total: \$50.60)

☐ 20% (Tip: \$8.10, Total: \$51.41)

☐ 25% (Tip: \$10.12, Total: \$53.43)

☒ CUSTOM TIP \$50.60
TOTAL


X

Geoffrey Jacobs

I agree to pay the above total amount
according to my card issuer agreement.

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

MERCHANT COPY

Christian Noel

From: Geoffrey Jacobs <grjacobsaz@gmail.com>
Sent: Saturday, July 9, 2022 10:38 AM
To: Christian Noel
Subject: Fwd: Your Amazon.com order #112-2637953-1193869

Sound system for community events to replace our current broken system. If you need more please let me know.

Geoffrey Jacobs
954-477-1434

Begin forwarded message:

From: "Amazon.com" <auto-confirm@amazon.com>
Date: July 9, 2022 at 9:55:22 AM EDT
To: grjacobsaz@gmail.com
Subject: Your Amazon.com order #112-2637953-1193869
Reply-To: no-reply@amazon.com



Hello Geoffrey,

Order Confirmation

Thank you for shopping with us. We'll send a confirmation when your item ships.

Details

Order #112-2637953-1193869

Arriving:
Friday, July 15

Ship to:
**Geoffrey
Pembroke Park, FL**

[View or manage order](#)

Order Total: **\$534.95**

Follow the stock market with Alexa

 Just say things like "Alexa, follow Tesla" to receive updates on stock price movements, news, and relevant events.

We hope to see you again soon.

[Amazon.com](https://www.amazon.com)

Christian Noel

From: Geoffrey Jacobs
Sent: Wednesday, July 13, 2022 8:34 AM
To: Christian Noel
Subject: Fwd: Tell us how we did! Receipt for Order #109 at The Hollywood Donut Factory

Good morning,

This is for the police department meeting today at 930.

Mayor Geoffrey Jacobs
Town of Pembroke Park
G.Jacobs@tppfl.gov
3150 SW 52 Avenue
Pembroke Park, FL 33023
(Office) 954-966-4600

From: The Hollywood Donut Factory <no-reply@toasttab.com>
Sent: Wednesday, July 13, 2022 8:32:24 AM
To: Geoffrey Jacobs <gjacobs@tppfl.gov>
Subject: Tell us how we did! Receipt for Order #109 at The Hollywood Donut Factory

Thank you for your order. Below is a receipt for your recent visit to The Hollywood Donut Factory.
[trouble viewing this email?](#)



The Hollywood Donut Factory
102 N 28th Ave
Hollywood, FL 33020
(954)929-1118

Server: Rolesbi V
Check #109
Ordered:

7/13/22 8:31 AM

How was your visit?



Dozen Donuts	\$22.99
Subtotal	\$22.99
Total	\$22.99

Input Type
VISA CREDIT
C (EMV Chip Read)
xxxxxxxxx8338

Transaction Type	Sale
Authorization	Approved
Approval Code	020846
Payment ID	9WPHwppnyRwx
Application ID	A0000000031010
Application Label	VISA CREDIT
Terminal ID	408e9fd68a07da71
Card Reader	BBPOS

GEOFFREY JACOBS

Rewards Cards Acct Number	xxxxxxxx8507
Current Balance	22
Points to next reward	28

Powered by Toast

Download the Toast TakeOut app

Food you love without the wait.



PD #103

RaceTrac 491

3031 S.W. 31st. Ave
Pembroke Park, FL 33023

(954) 986-9933

For Guest Experience, Comments

Please Call 888.636.5589

Or go to racetrac.com

(DUPLICATE RECEIPT)

Tax Description	Qty	Amount
Unl-87		
4.764 G @ \$4.229/G	Pump 17	\$20.15

As advertised, E20 Flex Fuel may be
offered in place of E15 Gasoline

Sub Total \$20.15
Tax: \$0.00
Total \$20.15
Visa: \$20.15
Change \$0.00

Capture

Visa

XXXXXXXXXXXX8338

Chip Read

USD\$ 20.15

VISA CREDIT

Mode: Issuer

AID: A0000000031010

TVR: 8000008000

IAD: XXXXXXXXXXXXXXX

TSI: 6800

ARC: 00

ARQC:

C897872781739700

07/13/2022 16:16:50

Term: XXXXXXXXXXXX004

Appr: 006925

Seq#: 001234

(DUPLICATE RECEIPT)

REG: 100CSH: ICR

TRAN: 1799459

7/13/2022 4:17:10 PM

RaceTrac is hiring!

Visit RaceTrac.com/Careers to apply!

HOW ARE WE DOING?

GUEST@RACETRAC.COM

PD MEETING UNMARK
G10

Untoasted

3121 W HALLANDALE

BEACH BLVD STE 101, 101

Pembroke Park, FL

33009-5149

(954) 374-9072

www.untoasted.com

Jul 13, 2022
2:27 PM

Orlando

Ticket: #41

FOR HERE

Iced Tea x 1	\$3.50
Diet Coke x 1	\$3.50
Wings x 1	\$18.99
Side Buffalo x 1	\$1.00
Chicken Taco x 1	\$18.99
Untoasted Sandwich x 1	\$18.99

Subtotal	\$58.97
Gratuity (18%)	\$10.61
Sales Tax	\$4.80

18% gratuity was automatically added.

Total \$74.38

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

PD MEETING UNPAID
G10
Untoasted

3121 W HALLWAY
BEACH BLVD STE 101, 101
Pembroke Park, FL 33009-6149
(954) 3/4
www.untoasted.com

Jul 13, 2022
2:27 PM

Oriana

Ticket: #41

OR HERE

Iced Tea x 1	\$3.50
Diet Coke x 1	\$3.50
Wings x 1	\$16.99
Slide Buffalo x 1	\$1.00
Chicken Taco x 1	\$16.99
Untoasted Sandwich x 1	\$16.99
Subtotal	\$58.97
Gratuity (18%)	\$10.61
Sales Tax	\$4.80

18% gratuity was automatically added.

Total \$74.38

THANK YOU FOR CHOOSING UNTOASTED!
FOR MORE INFORMATION, VISIT US AT WWW.UNTOASTED.COM

PD #103

Racetrac
3031 S.W. 31st. Ave
Pembroke Park, FL 33023

(954) 986-9933
For Guest Experience, Comments
Please Call 888.636.5589
Or go to racetrac.com

(DUPLICATE RECEIPT)

Tax Description	Qty	Amount
Unl-87	Pump 17	
4.754 G @ \$4.229/G		\$20.15

As advertised, E20 Flex Fuel may be
offered in place of E15 Gasoline

Sub Total \$20.15
Tax: \$0.00
Total \$20.15
Visa: \$20.15
Change \$0.00

Capture

Visa
XXXXXXXXXXXX8338
Chip Read

USD\$ 20.15

VISA CREDIT
Mode: Issuer
AID: A0000000031010
TVR: 8000008000
IAD: XXXXXXXXXXXXXX
TSI: 6800
ARC: 01
ARQC:
C897872/5111110

07/13/2022 16:16:50

Term: XXXXXXXX9004
Appr: 006925
Seq#: 001234

(DUPLICATE RECEIPT)
REG: 100CSH:ICR TRAN: 1798459
7/13/2022 16:16:50
F

You are receiving this communication from the Florida League of Cities or on behalf of one of its affiliated organizations, including: Florida Association of City Clerks, Florida Black Caucus of Local Elected Officials, Florida City and County Management Association, Florida Government Finance Officers Association, Florida Local Government Information Systems Association, Florida League of Municipal Insurers, Florida Municipal Communications Association, Florida Municipal

Pickup PD
NOW
w/Mark

POPEYES LOU
Store #111112
2580 N. Sullivan Ave
Hollywood, FL 33021
954

Host: Kenny
20039

07/19/2022
12:29 PM

Order Type: Take Out
3PC Tender Combo
NO SAUCE
BISCUIT
FRIES RG
DIET COKE
3PC Tender Combo
NO SAUCE
BISCUIT
COLESLAW
COKE SM

20039
10.99

10.99

27500 snino 3 ssa
App: lvtoday@popeyes.com
Unite: lvtoday@popeyes.com

Subtotal 23.52
Food Tax 1.01
Beverage Tax 1.20
Total Tax 2.21
Take Out Total 25.73
Gratuity 0.34
Total 26.07

ENJOY TWO PIECES OF CHICKEN AND A BISCUIT FREE
With purchase of a large drink.
See back for details
www.telpopeyes.com English or Español

27500 snino 3 ssa
App: lvtoday@popeyes.com
Unite: lvtoday@popeyes.com

LUNCH w/POY
MEETING BROWN
Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-6149
(954) 374-8072
www.untoasted.com

Jul 15, 2022
1:11 PM

Anyl

Ticket: #42

FOR HERE

Iced Tea x 1 \$3.50
Shrimp & Arugula Salad x 1 \$18.89
Tutti Frutti x 1 \$15.99

Subtotal \$38.48
Gratuity (18%) \$6.93
Sales Tax \$3.18

18% gratuity was automatically added.

Total \$48.59

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

LUUCH W/RO4
MEETING
 Untoasted

3121 WHALLANDALE
 BEACH BLVD STE 101, 101
 Pembroke Park, FL
 33009-6149
 (954) 374-9072
 www.untoasted.com

Jul 15, 2022
 1:11 PM

Anyi

Ticket: #42

FOR HERE

Iced Tea x 1	\$3.50
Shrimp & Arugula Salad x 1	\$18.99
Tutti Frutti x 1	\$15.99
Subtotal	\$38.48
Gratuity (18%)	\$6.93
Sales Tax	\$3.18

18% gratuity was automatically added.

Total \$48.59

THANK YOU FOR CHOOSING UNTOASTED!
 FOR YOUR CONVENIENCE 18% WILL BE
 ADDED TO THE BILL

Pickup PD
 NOW gvw
 W/Mart

POS: 43, LIGHT KITCHEN
 5201143 7/17
 null type 954

Host: Kenny
 20039
 07/19/2022
 12:29 PM

1

Order Type: Take Out
 Item Tender Combo
 3PC TEND MILD
 NO SAUCE
 3150UIT
 FRI'S RG
 3111 COME SM
 3111 Tender Combo
 3PC TEND MILD
 NO SAUCE
 3150UIT
 CULESLAW 1/2
 COME SM

 apply today @ popeyes, jobs to join our team
 the team we're looking for popeyes, jobs

 Subtotal 21.98
 Food Tax 1.20
 Beverage Tax 0.34
 Total Tax 1.54
 Take Out Total 23.52
 GrubHub 23.52

 ENJOY TWO PIECES OF CHICKEN AND A
 BISCUIT FREE!
 With purchase of a large drink.
 See back for details
 www.tellmehow.com (English or Spanish)

POLICE NEW 900

** FOR RECEIPT **

7-ELEVEN
8100 COLLEGE PARKWAY
FORT MYERS FL 33919

2394334181

STORE #: 37088

THANKS FOR SHOPPING

7-ELEVEN

ON 5 RUL

15.778 GAL @ 4.139 /GAL

CREDIT

PREP

66.25

66.25

SUBTOTAL

TOTAL DUE

VISA

APPROVAL#: 088627

APPROVAL TIME: 120422

AID: A000000031010

ENTRY: INSERT

AROC F76076E8E23F791

STORE # 37088

REF# : 32030465358

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TRY OUR DELI CENTRAL SANDWICHES
AND DELICIOUS ENTREES

TH01 0P TR 11:17 11:22 4:07 pm

POLICE NEW SUB

** ICR RECEIPT **

7-ELEVEN
8100 COLLEGE PARKWAY
FORT MYERS FL 33919
2394334181
STORE #: 37088
THANKS FOR SHOPPING
7-ELEVEN

DN# 5	RUL		
15.778	GAL @ 4.199 /GAL	66.25	
CREDIT	PREPAY	66.25	
SUBTOTAL		66.25	
TOTAL DUE		66.25	
VISA		66.25	
APPROVAL#:	086627	66.25	
APPROVAL TIME:	120422		
AID:	AC000000031010		
ENTRY:	INSERT		
ARQC	F76076E8E23F791		
STORE #	37088		
REF#	: 32030465958		

AUTH CODE: 0

TRY OUR DELI CENTRAL SANDWICHES
AND DELICIOUS ENTREES
TH01 OP TRN2051171 07/13/22 4:07 pm

Joy Brown

From: memberservices@flcities.com
Sent: Thursday, July 28, 2022 8:40 AM
To: Joy Brown
Subject: Order Confirmation

Order Confirmation

Here are the details of your order. Please retain this email for your records.

Order Number: 107131
Order Date: Jul 28, 2022 7:01 AM
Bill To: Geoffrey Jacobs
Order Total: 700.00
Payment Method: Visa *****8338
Name on Card: Geoffrey Jacobs

Item

FLC 2022 Annual Conference - Geoffrey Jacobs
When: Aug 11, 2022 8:00 AM - Aug 13, 2022 11:00 PM
Where: The Diplomat Beach Resort
3555 S. Ocean Dr.
Hollywood, FL 33019

Registration option: Aug 11, 2022 8:00 AM - Registration - City, County or Agency
Program Items:

- Aug 11, 2022 8:00 AM: Adult Guest

Price	Qty	Total
700.00	1	700.00

Item Total	700.00
Shipping	0.00
Handling	0.00
Item Grand Total	700.00
Transaction Grand Total	700.00

LUNCH w/roy
MEETING BROWN
Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-5149
(954) 374-9072
www.untoasted.com

Jul 15, 2022
1:11 PM

Any!

Ticket #42

FOR HERE

Iced Tea x 1	\$3.50
Shrimp & Arugula Salad x 1	\$18.99
Tutti Frutti x 1	\$15.99
Subtotal	\$38.48
Gratuity (18%)	\$6.93
Sales Tax	\$3.18

18% gratuity was automatically added.

Total \$48.59

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
FOR THE BILL

Pickup PD
NOW gvw
w/mart

PUPP F. LOIT
KITCHEN
102
104 7
Hollywe
554

Post Keny
20039 07/19/2022
12:29 PM

1

Order Type: Take Out
3PC Tender Combo
3PC TEND MILD
NO SAUCE
BISCUIT
FRUIT'S RG
BUT LOKE SM
Tender Combo
3PC TEND MILD
BUT SALT
BISCUIT
COLESLAW
COMF SM

20039
10.99

10.99

applytoday@poppeyes.jcbstojoinourTeam
Unetearuestroequipoenpoppeyes.jobs

Subtotal 21.98
Food Tax 1.20
Beverage Tax 0.34
Total Tax 1.54
Take Out Total 23.52
GrubHub 23.52

ENJOY TWO PIECES OF CHICKEN AND A
BISCUIT FREE!
With purchase of a large drink.
See back for details
www.tellpoppeyes.com (English or Español)

SYNOVUS[®]

SYNOVUS BANK
P.O. BOX 23061
COLUMBUS GA 31902-3061

CARD SERVICES
P.O. BOX 2181
COLUMBUS GA 31902-2181

JOY BROWN
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

CARD SERVICES

Account Number XXXX-XXXX-XXXX-3331
Payment Due N/A
New Balance N/A
Minimum Payment N/A

** 3000000

762003923331 00000000 00000000

Please Detach and Return With Your Payment

For customer service, call 1-888-SYNOVUS (796-6887) 24 hours a day, 7 days a week.

Visa Account Summary

Account Number XXXX-XXXX-XXXX-3331
Statement Closing Date July 29, 2022
Credit Line \$5,000.00
Available Credit N/A
Minimum Payment N/A
Payment Due Date N/A

Balance Summary

Previous Balance N/A
Credits \$0.00
Purchases and Debits \$388.70
Cash Advances \$0.00
FINANCE CHARGE N/A
New Balance N/A

Important Contact Information

(See reverse side for billing and other important information)

Payment Address: Card Services
P.O. Box 2181
Columbus, GA 31902-2181
Pay Online: www.commercialcardview.com
TTY Telephone: 1-877-254-3568

Customer Inquiries Address: Commercial Customer Support
P.O. Box 23061
Columbus, GA 31902-3061
Customer Service: 1-888-SYNOVUS (796-6887)

Transaction Detail

Trans Date	Post Date	Description	Purchase Order No.	Amount
07/09	07/11	GFS STORE #0670 HOLLYWOOD FL		\$45.56
07/08	07/11	MEMO ITEM		
07/10	07/11	SAMSGLOB #8173 MIRAMAR FL	86675356	\$72.59
07/19	07/20	MEMO ITEM		
07/20	07/20	PP*NOBLE 703-6581529 VA	509255952	\$55.00
07/22	07/25	MEMO ITEM		
07/22	07/25	WAWA 5372 00053728 NORTH LAUDERD FL	00000000000000000000	\$48.00
07/22	07/25	MEMO ITEM		
07/25	07/25	PMT*BROWARD CO AUTO TAG FORT LAUDERDA FL	00000000000000000000	\$120.55
07/26	07/27	MEMO ITEM		
07/26	07/27	CHEVRON 0371872 PEMBROKE PARK FL	1	\$47.00
		MEMO ITEM		

SYNOVUS[®]

Gordon®
FOOD SERVICE STORE

Town of Pembroke Park
722413820

Be part of it.



Page 1314 of 1416



Your Receipt

Important!

This charge will appear as "NOBLE" on your credit card statement. We recommend that you print a copy of this receipt for comparison with your credit card statement, as well as for your personal records.

Tuesday, July 19, 2022 [4:21:00 PM]

Thank You for Your Order!

Order Detail

Item Name	Price	Quantity	Total
New Supporting Member Thank you for joining NOBLE and welcome!	\$ 55.00	1	\$ 55.00

Total \$ 55.00

[Return to the NOBLE website](#)

Organization Info

National Organization of Black Law Enforcement Executives (NOBLE)
 4809-F Pinecrest Office Park Drive
 Alexandria, Virginia 22312-1442
 United States of America
 Email: membership@noblenatl.org
 Phone: 703-658-1529
 Fax: 703-658-9479

Billing Information

Joy Brown
 3150 SW 52 AVE
 Pembroke Park, Florida 33023
 United States
 9549664600
jbrown@pdtppl.gov

VISA [xxxx xxxx xxxx 3331]
 Order Number: 2207191621000163331
 Authorization Code: 033222
 Credit Card Transaction Number: 5197

<https://co.clickandpledge.com/advanced/Receipt.aspx?wid=32837>

ERRANDS
FOR POLICE
DEPT.

Wawa #5372
7105 Menab Rd
North Lauderdale FL

7/22/2022 2:37:18 PM
Term: XXXXXXXXX3004
Appr: 030667
Seq#: 016149
Product: Unleaded
Pump Gallons Price
06 11.825 \$4.059
Total Sale \$48.00
Capture

Visa
XXXXXXXXXXXX3331
Chip Read

USD\$ 48.00

VISA CREDIT
Mode: Issuer
AID: A0000000031010
TUR: 8000008000
IAD: XXXXXXXXXX
TSI: 6800
ARC: 00
ARQC:
D3A6E74A19800D69

07/22/2022 14:35:00

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

YOUR OPINION MATTERS

Tell us about your
experience at
* MyWawaVisit.com *
Take our survey for
a chance to win
Free Hoagies for
a year (1 per week)
or Wawa swag basket
& \$25 gift card!!
disponible
en Espanol

Survey Code: 140035
Store Number: 05372

please respond

pleasest your
SIR
WELCOME TO
CHEVRON 66
00371872
CHEVRON 66
3700 HALLANDALE BL
HALLANDALE FL

Description	Qty	Amount
UNLEADED 801	12.1166	47.00
SELF @ 3.675/ G		

Subtotal	17.00
Tax	0.00
TOTAL	\$ 47.00

*****3331
Stn# 00371872

VISAPURCH

Inv# 7209984
Auth# 054460
Entry Method: Chip Read

VISA CREDIT
MODE: ISSUER
AID: A0000000031010
TUR: 8000008000
IAD: 06011203A08000
TSI: 6800
ARC: 00

Get rewarded on
every fill-up at
Chevron with a
Techron Advantage
card. See app
for details.

THANKS COME AGAIN
ST# 66 TILL XX: 7:11 TRAM# 9016572
CSH: 0 AM

ERRANDS
FOR Police
Dept.

Wawa #5372
7105 Menab Rd
North Lauderdale FL

7/22/2022 2:37:18 PM
Term: XXXXXXXX3004
Appr: 080667
Seq#: 016149
Product: Unleaded
Pump Gallons Price
06 11.825 \$4.059
Total Sale \$48.00
Capture

Visa
XXXXXXXXXXXX3331
Chip Read

USD\$ 48.00

VISA CREDIT
Mode: Issuer
AID: A0000000031010
TUR: 8000008000
IAD: XXXXXXXX3331
TSI: 6800
ARC: 00
ARQC:
D3A6E74A19000D69

07/22/2022 14:35:00

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

YOUR OPINION MATTERS
Tell us about your
experience at

* MyWawaVisit.com *
Take our survey for
a chance to win
Free Hoagies for
a year (1 per week)
or Wawa swag basket
& \$25 gift card!

Disponible
en Espanol

Survey Code: 146035
Store Number: 05372

Please respond
within 5 days
NO PURCHASE

NECESSARY
See rules at website

police visit June
WELCOME TO
CHEVRON 66
00371872
CHEVRON 66
3700 HALLANDALE BL
HALLANDALE FL

Description	Qty	Amount
UNLD CR #01	12.1166	47.00
SELF @ 3.879/ G		

Subtotal	47.08
Tax	0.00
TOTAL	47.00
CREDIT \$	47.00

*****3331
Str# 00371872

VISAPURCH

Inv# 7209984
Auth# 054480
Entry Method: Chip Read

VISA CREDIT
MODE: ISSUER
AID: A0000000031010
TVR: 8000008000
IAD: 06011203A08000
TSI: 6800
ARC: 00

Get rewarded on
every fill-up at
Chevron with a
Technon Advantage
card. See app
for details.

THANKS COME AGAIN
ST# 66 TILL XXXX DR# 1 TRAN# 9016572
CSH: 0 7/26/22 8:33:01 AM

SYNOVUS[®]

SYNOVUS BANK
P.O. BOX 23061
COLUMBUS GA 31902-3061

CARD SERVICES
P.O. BOX 2181
COLUMBUS GA 31902-2181

GEOFFREY JACOBS
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

Page 1 of 2

CARD SERVICES

Account Number XXXX-XXXX-XXXX-XXXX-8338
Payment Due N/A
New Balance N/A
Minimum Payment N/A

** 3000600

762003868338 0000000000 0000000000

Please Detach and Return With Your Payment

For customer service, call 1-888-SYNOVUS (796-6887) 24 hours a day, 7 days a week.

Visa Account Summary

Account Number XXXX-XXXX-XXXX-8338
Statement Closing Date August 31, 2022
Credit Line \$10,000.00
Available Credit N/A
Minimum Payment N/A
Payment Due Date N/A

Balance Summary

Previous Balance N/A
Credits \$0.00
Purchases and Debits \$1,126.88
Cash Advances \$0.00
FINANCE CHARGE N/A
New Balance N/A

Important Contact Information

(See reverse side for billing and other important information)

Payment Address: Card Services
P.O. Box 2181
Columbus, GA 31902-2181
Pay Online: www.commercialcardview.com
TTY Telephone: 1-877-254-3568
Customer Inquiries Address: Commercial Customer Support
P.O. Box 23061
Columbus, GA 31902-3061
Customer Service: 1-888-SYNOVUS (796-6887)

Transaction Detail

Trans Date	Post Date	Description	Purchase Order No.	Amount
08/13	08/15	EINSTEIN BROS BAGELS2281 HOLLYWOOD FL		
08/14	08/15	LYFT RIDE SAT 10PM 855-865-9553 CA		\$8.01
08/14	08/15	LYFT RIDE SAT 5PM 855-865-9553 CA	1709986189120785	\$22.46
08/11	08/15	DIPLOMAT BEACH RESORT HOLLYWOOD FL	17099893230723385	\$23.82
08/12	08/15	COUNTER POINT HOLLYWOOD FL	8338	\$31.67
08/13	08/15	EINSTEIN BROS BAGELS2281 HOLLYWOOD FL	5888025	\$54.03
08/13	08/15	EL TAMARINDO RESTAURANT HALLANDALE FL		\$114.76
08/15	08/16	SO UNTOASTED HALLANDALE BE FL	00023058430161395	\$382.24
08/15	08/17	RACETRAC491 00004911 HOLLYWOOD FL	000000000000000000	\$59.32
08/17	08/19	DENNY'S #7454 HALLANDALE BE FL	06870707454VPTY7044200367	\$57.00
				\$38.14

SYNOVUS[®]

Continuation of Statement

GEOFFREY JACOBS
TOWN OF PEMBROKE PARK
Account Number XXXX-XXXX-XXXX-8338

Page 2 of 2

Transaction Detail

Trans Post Date Date	Description	Purchase Order No.	Amount
08/24	AMZN MKTP US 2R5UG6V83 AMZN.COM/BILL WA MEMO ITEM	112-5997423-271 06	\$335.48 ✓

SYNOVUS

52nd Drive
Aug 13

Einstein Bros Bagels
Store # 2281
340 North Park Road
954-893-8701

ToGo107

Host:
ToGo107

08/13/2022
7:01 AM
10008

Order Type: TOGO

All Nighter
PX Loyalty Accr

7.49
0.00

Subtotal
Tax

7.49
0.52

TOGO Total

8.01

VISA #XXXXXXXXXX8338
Auth:073134

Come back after 11AM for \$1 OFF
ANY sandwich purchased after 11AM

Show this receipt
Want free bagels?

Visit ShmeatSociety.com

--- Check Closed ---

52nd Drive
Aug 13

Einstein Bros Bagels
Store # 2281
340 North Park Road
954-893-8701

ToGo107

Host:
ToGo107

08/13/2022
7:01 AM
10008

Order Type: TOGO

All Nighter
PX Loyalty Accr

7.49
0.00

Subtotal
Tax

7.49
0.52

TOGO Total

8.01

VISA #XXXXXXXXXX8338
Auth:073134

Come back after 11AM for \$1 OFF
ANY sandwich purchased after 11AM

Show this receipt
Want free bagels?

Visit ShmeatSociety.com

--- Check Closed ---

Christian Noel

From: Geoffrey Jacobs
Sent: Sunday, August 14, 2022 1:10 PM
To: Christian Noel
Subject: Fwd: Your ride with Leo on August 13

League of cuties

Mayor Geoffrey Jacobs
Town of Pembroke Park
GJacobs@tppl.gov
3150 SW 52 Avenue
Pembroke Park, FL 33023
(Office) 954-966-4600

From: no-reply@lyftmail.com <no-reply@lyftmail.com> on behalf of Lyft Receipts <no-reply@lyftmail.com>
Sent: Saturday, August 13, 2022 10:32:20 PM
To: Geoffrey Jacobs <gjacobs@tppl.gov>
Subject: Your ride with Leo on August 13



AUGUST 13, 2022 AT 10:11 PM

Thanks for riding with Leo!

100% of tips go to drivers. [Add a tip](#)

Lux Black fare (3.84mi, 14m 17s)
Fuel Surcharge
Tip

\$19.91
\$0.55
\$2.00

 Visa *8338

\$22.46

Christian Noel

From: Geoffrey Jacobs
Sent: Sunday, August 14, 2022 1:10 PM
To: Christian Noel
Subject: Fwd: Your ride with juan carlos on August 13

League of cities

Mayor Geoffrey Jacobs
Town of Pembroke Park
GJacobs@tppfl.gov
3150 SW 52 Avenue
Pembroke Park, FL 33023
(Office) 954-966-4600

From: no-reply@lyftmail.com <no-reply@lyftmail.com> on behalf of Lyft Receipts <no-reply@lyftmail.com>
Sent: Saturday, August 13, 2022 9:52:46 PM
To: Geoffrey Jacobs <gjacobs@tppfl.gov>
Subject: Your ride with juan carlos on August 13



AUGUST 13, 2022 AT 5:58 PM

Thanks for riding with juan carlos!

100% of tips go to drivers. [Add a tip](#)

Lux Black fare (3.79mi, 14m 42s)
Fuel Surcharge
Tip

\$21.27
\$0.55
\$2.00

 Visa *8338

\$23.82

The Diplomat Beach Resort
Thank you for parking at The Diplomat Beach
Resort

Please call 954-562-6000 if you have any
questions or comments.

Ticket: 0882413

Spot: R3

Tranact: 0000000621559

License/State: 2UNJ04 FL

Color: Black

Make/Mod: Ford F-150

Garage Loc: Main Garage

Request Loc: Main Location

Arrival Date: 08/11/2022 10:11:10

Trans Date: 08/11/2022 18:31:27

Customer: JACOBS, PETER

Cashier: Nisa

Park Chrg: 20.60 Overnight
Sales Tax (7%): 2.07

TU Charge: 31.67VS

Customer: GEORFREY JACOBS

Last 4: 8338

Approval: 003066

Signature:



Christian Noel

From: Wendy Lovera <wendy.lovera@diplomatresort.com>
Sent: Friday, October 28, 2022 3:18 PM
To: Christian Noel; Diplomat Information
Subject: RE: Receipt Request

Thank you Noel,

Please see below copy of the receipt per your request:

Recreate Check
DUPLICATED

Welcome to CounterPoint
The Diplomat Beach Resort
8/12/2022 12:58
=====

CounterPoint
Check: 5289210
Server: James
Terminal: 586
=====

Retail
1 Cuban Sandwich 16.00
Chips
1 CP Chix Cutlet 13.00
Chips
1 Icelandic water 5.50
893919001103
1 Expressed Juice 12.00
862152000228
1 Specialty Coffee 4.00
=====

Subtotal 50.50
Tax 3.54
Total 54.04
=====

Visa
XXXXXXXXXXXX8338
JACOBS/GEOFFREY
VISA CREDIT
CVM: Signature
Entry Mode: Chip
Auth Mode: Issuer
TC: BCFAB4334EAC831D
AID: A0000000031010
TVR: 808006000
IAD: 06011203808000
TSI: 6800
APC: 00
54.04

GRAND TOTAL 54.04

DATE: 10/28/2022 14:00

RECEIVED 10/28/2022 14:00

www.diplomatresort.com

XXXXXX8338 54.04



Regards,



WENDY LOVERA
F&B Manager

THE DIPLOMAT BEACH RESORT
3555 South Ocean Drive
Hollywood, FL 33019
T 954-602-6681
wendy.lovera@diplomatresort.com

From: Christian Noel [<mailto:cnoel@tppfl.gov>]
Sent: Friday, October 28, 2022 9:18 AM
To: Wendy Lovera <wendy.lovera@diplomatresort.com>; Diplomat Information <Info@Diplomatresort.com>
Subject: RE: Receipt Request

It is the Counterpoint and the last four of the credit card is 8338

Effective immediately Please forward any future emails being sent to cnoel@townofpembrokepark.com to cnoel@tppfl.gov

Respectfully,

Food Price
Aug 13

Einstein Bros Bagels
Store # 2281
340 North Park Road
954-893-8701

ToGo104

Host: 08/13/2022
ToGo104 6:53 AM
10005
Order Type: TOGO
Coffee Canteen (3 @17.99) 53.97
Baker's Dozen Box (3 @16.99) 50.97
Baker's Doz Bucket w/2 CC 2.79
Sm Blackbry Lemn Free Pr 0.00
PX Loyalty Accr
Subtotal 107.73
Tax 3.97
TOGO Total 111.70
VISA #XXXXXXXXXX8338 111.70
Tip 3.00
Total 114.70
Auth:003074
Grand Total 114.70

Come back after 11AM for \$1 OFF
ANY sandwich purchased after 11AM
Show this receipt
Want free bagels?
Visit ShmearSociety.com

--- Check Closed ---

Food Price Aug 13

EL TAMARINDO CUL FIREO PILLEN
712 ATLANTIC SHORES BLVD
HALLANDALE BEACH, FL 33009
(954) 456-4447

Date/Time: 2022-08-13 01:07 PM
Order Number: 166396
Account Type: CREDIT
FDC Tran ID: 585804457
Server: YESON
POS: 13

PURCHASE: APPROVAL

Entry Mode: Chip
Card Number: XXXX8338
Card Expire: XX/XX
Card Type: Visa
Cardholder: JACOBS/GEOFFREY
Approval Code: 061721
Ref Number: 199520
Term RefNum: 5
Term Info: 13100030
App Label: VISA CREDIT
ATC: 0016
ATD: A0000000031010
ARQC/TC: 42A822EBC04BBAF0
TVR: 8080008000
TSI: 6800

PURCHASE: \$347.49

Gratuity: 34.75

Total: 382.24

I AGREE TO PAY ABOVE TOTAL
AMOUNT ACCORDING TO CARD ISSUER
AGREEMENT (MERCHANT AGREEMENT
IF CREDIT VOUCHER)

X.....
SIGNATURE

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-6149
(954) 374-9072
www.untoasted.com

Aug 16, 2022
1:40 PM
Karee

Ticket: #42
Authorization: 053222
Receipt: XSX7

VISA CREDIT
AID A0 00 00 00 03 10 10

Total \$59.32
Visa 8338 (Chip) \$59.32

Additional Tip

Total

Geoffrey Jacobs

I agree to pay the above total amount
according to my card issuer agreement.

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

MERCHANT COPY

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-6149
(954) 374-9072
www.untoasted.com

Aug 16, 2022
1:40 PM
Karee

Ticket: #42
Authorization: 053222
Receipt: XSX7

VISA CREDIT
AID A0 00 00 00 03 10 10

FOR HERE

Iced Tea x 1 \$3.50

Coke x 1 \$3.60

Short Ribs Benedict x 1 \$21.99

Hangerover Burger x 1 \$17.99

Subtotal \$46.98
Gratuity (18%) \$8.46
Sales Tax \$3.88

18% gratuity was automatically added.

Total \$59.32
Visa 8338 (Chip) \$59.32
Geoffrey Jacobs

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

8:23



5G



Search Amazon



View order details

Order date

Aug 16, 2022

Order #

112-5997423-2710602

Order total

\$335.48 (1 item)

Cancel items



Shipment details

Change shipping speed



Not yet shipped

Delivery Estimate

Thursday, September 1, 2022 - Wednesday,
September 7, 2022 by 8pm



**Tiny Library, with
shelf, handmade
cedar.**

\$271.95

Qty: 1

Sold By: TheTinyLibrary

Contact Seller

Track shipment



Payment information



As the event nears, we will be in touch to pass along key information, including:

- Information about hotels, including Summit room blocks.
- Draft agenda and keynote announcements.
- Transportation options and other logistical information.

You can always refer to our [main Summit webpage](#) for the most up-to-date information.

Please don't hesitate to email 2022CompactSummit@broward.org with any questions.

Yours sincerely,

Broward County and the Southeast Florida Regional Climate Change Compact
Online Order Details

Purchaser: Geoffrey Jacobs

Email: gjacobs@tppl.gov

Confirmation #: ch_3LfkxUF0o435I9cy06TUtaEg

Credit Card #: ****8338

Order Date: September 8, 2022 at 9:39 AM

Website: https://whoa.com/portal/registration/sfrcf_202211/

Tickets

1 x Early Registration

Pri
\$150.

Fees

\$0.

Attendee: Geoffrey Jacobs

Ticket Subtotal: \$150.00 (USD)

Order Total: \$150.00 (US

You may edit your registration information within 24 hours of your purchase.

Event Details

14th Annual Southeast Florida Regional Climate Leadership Summit

Dec 8 - 9, 2022

Add to your calendar Google | Outlook | iCal | Yahoo
Grand Ballroom, Greater Fort Lauderdale / Broward County Convention Center
1950 Eisenhower Blvd, Fort Lauderdale, FL, 33316, US



INVOICE

85512009666 608142009677 608142009622

PO BOX 54102
 CHARLOTTE, NC 28255-0410
 Billing Questions: AR@GALLS.COM

When applicable, merchandise was received and signed for by signature below:

[Signature Box]

ACCOUNT NUMBER 100308891
 TERMS NET 30
 INVOICE NUMBER 85512009666
 INVOICE DATE 09/26/2022
 DUE DATE 10/26/2022
 SHIP VIA FEDEX STG-1
 P.O. NUMBER 85512009666

ORDER# / ORDER DATE 85512009666 09/26/2022
 FOB SHIPPING POINT

SHIP TO:
 TOWN OF FENEBROKE PARK FD
 JOY BROWN
 3150 SW 52 AVE
 FENEBROKE PARK FL 33023

SHIP TO:
 TOWN OF FENEBROKE PARK FD
 JOY BROWN
 3150 SW 52ND AVE
 FENEBROKE PARK FL 33023-5413

ITEM	ITEM DESCRIPTION	WHS	QTY	PRICE	TOTAL
IN330	SW MAP 10 4.35IN	LEX	7	59.99	419.93
FL358 DC	STRION LED FLASHLIGHT	LEX	4	114.99	459.96
IN113	BLU GUN TRAINING MK3 PEPPER SPRAY	LEX	10	18.99	189.90
SP143	GALLS MK3 INERT TRAINING UNIT	LEX	8	10.99	87.92
RS006	PEERLESS MODEL 802C BLK OXIDE HINGED HANDCUFFS	LEX	8	49.99	399.92
RS098 CS	GALLS BARRIER TAPE	LEX	10	20.00	200.00
RS370 LGR REG POL	GALLS ANSI II SAFETY VEST	LEX	22	24.00	528.00
RS370 LGR XXL POL	GALLS ANSI II SAFETY VEST	LEX	6	25.50	153.00
RW092 LGR MD POL	SCREENPRINTED RAIN JACKET W/DETACHABLE HOOD	LEX	1	25.50	25.50
RW092 LGR LG POL	SCREENPRINTED RAIN JACKET W/DETACHABLE HOOD	LEX	12	25.50	306.00
RW092 LGR XL POL	SCREENPRINTED RAIN JACKET W/DETACHABLE HOOD	LEX	12	25.50	306.00
RW092 LGR 2X POL	SCREENPRINTED RAIN JACKET W/DETACHABLE HOOD	LEX	3	25.50	76.50

608142009666, 608142009644, 608142009677, 608142009622

Subtotal: 3,255.63
 Shipping: 179.03
 Tax: 50.00
 CREDIT/PREPAYMENTS: 3,434.66
 TOTAL CHARGES CURRENT SHIPMENT: 50.00



To ensure proper payment application, please write your account number on your check, and include the attached coupon with your payment.

INVOICE DATE 09/26/2022
 ACCOUNT NUMBER 100308891

DUE DATE 09/26/2022
 AMOUNT DUE \$0.00
 INVOICE NUMBER 022222637

SHIP TO:
 TOWN OF FENEBROKE PARK FD
 JOY BROWN
 3150 SW 52 AVE
 FENEBROKE PARK FL 33023

Payable To:
 GALLS, LLC
 P.O. BOX 71628
 CHICAGO, IL 60694-1628

Uniform - 1498.00
 Misc - 1936.66

PPPD MEETING

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101 Sep 28, 2022
Pembroke Park, FL 9:42 AM
33009-5149
(954) 374-9072 Giulia
www.untoasted.com

Ticket: #24
Authorization: 013997
Receipt: 79uX
Thank you!!

VISA CREDIT
AID A0 00 00 00 03 10 10

Total \$128.13
Visa 8338 (Chip) \$128.13

Additional Tip 0

Total 128.13

x 
Geoffrey Jacobs

I agree to pay the above total amount
according to my card issuer agreement.

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

MERCHANT COPY

SYNOVUS®

SYNOVUS BANK
P.O. BOX 23061
COLUMBUS GA 31902-3061

Page 1 of 1

CARD SERVICES

Account Number XXXX-XXXX-XXXX-3338
Payment Due N/A
New Balance N/A
Minimum Payment N/A

CARD SERVICES
P.O. BOX 2181
COLUMBUS GA 31902-2181

GEOFFREY JACOBS
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

00000000

762003868338 00000000 00000000

Please Detach and Return With Your Payment

For customer service, call 1-888-SYNOVUS (796-6887) 24 hours a day, 7 days a week.

Visa Account Summary

Account Number XXXX-XXXX-XXXX-8338
Statement Closing Date October 31, 2022
Credit Line \$10,000.00
Available Credit N/A
Minimum Payment N/A
Payment Due Date N/A

Balance Summary

Previous Balance N/A
Credits \$0.00
Purchases and Debits \$398.62
Cash Advances \$0.00
FINANCE CHARGE N/A
New Balance N/A

Important Contact Information

(See reverse side for billing and other important information)

Payment Address: Card Services
P.O. Box 2181
Columbus, GA 31902-2181
www.commercialcardview.com
TTY Telephone: 1-877-254-3588

Customer Inquiries Address: Commercial Customer Support
P.O. Box 23061
Columbus, GA 31902-3061

Customer Service: 1-888-SYNOVUS (796-6887)

Transaction Detail

Trans Date	Post Date	Description	Purchase Order No.	Amount
09/30	10/03	PARTY CITY 332 CORAL SPRINGS FL MEMO ITEM	00040071	\$77.23 ✓
10/01	10/03	PARTY CITY 315 HOLLYWOOD FL MEMO ITEM	00020076	\$94.16 ✓
09/30	10/03	TST- THE HOLLYWOOD DONUT HOLLYWOOD FL MEMO ITEM	00044941008757679889aa	\$114.83 ✓
10/16	10/17	GALLS 859-266-7227 KY MEMO ITEM	BROWN	\$29.42 ✓
10/24	10/25	EINSTEIN BROS BAGELS2281 HOLLYWOOD FL MEMO ITEM		\$83.98 ✓

SYNOVUS®

PartyCity®

NOBODY HAS MORE PARTY FOR LESS

1270 UNIVERSITY DR
CORAL SPRINGS, FL 33071
954-323-8657

048419395720	4CT CLR TBL	\$2.50	T
4CT CLR TBL CLIP			
192937261262	40CT RYL BLU	\$2.30	T
40CT RYL BLU BN			
192937261309	40CT SLVR BN	\$2.30	T
40CT SLVR BN			
048419395720	4CT CLR TBL	\$2.50	T
4CT CLR TBL CLIP			
048419072386	20CT 90Z SLV	\$3.00	T
20CT 90Z SLVR CLP			
048419531180	20CT 90Z RYL	\$3.00	T
20CT 90Z RYL BLU CLP			
192937211212	4CT HANDEUFF	\$3.00	T
4CT HANDEUFF 1ST RESPOND PLSTC			
048419553045	2.50Z SLVR C	\$7.00	T
2.50Z SLVR CNFT STAR			
048419530534	54X108IN RYL	\$3.00	T
54X108IN RYL BLU TO PLSTC			
2 @ \$1.50			
192937313626	20CT CLR CHR	\$25.00	T
20CT CLR CHAMPAGNE GLSS CRYSTL			
08500007433	750ML ANDRE	\$13.98	T
750ML ANDRE BRUT			
2 @ \$6.99			
048419650911	SH SLVR FL B	\$4.60	T
SH SLVR FL BLN UT			
2 @ \$2.30			

SUBTOTAL \$72.18
GEN MERCH TAX @ 7.00% \$5.05
TOTAL \$77.23

PR VISA

ITEMS = 15

CR VISA SALE \$77.23
XXXXXXXXXXXX8338 CHIP
APPR: 074618
JOURNAL: 0332146456479258

AID: A0000000031010
Application Label: VISA CREDIT
Card program Type: IC
Card program: 0896648732367580

STORE 332 TRN 71 REG 4
09-30-2022 03:00:06 PM

00K 1EG1 004 02NL



00K1EG100402NL

Christian Noel

From: Geoffrey Jacobs
Sent: Sunday, October 2, 2022 7:28 PM
To: Christian Noel
Subject: Fwd: Receipt for Order #190 at The Hollywood Donut Factory

Police launch party.

Mayor Geoffrey Jacobs
Town of Pembroke Park
GJacobs@tppfl.gov
3150 SW 52 Avenue
Pembroke Park, FL 33023
(Office) 954-966-4600

From: The Hollywood Donut Factory <no-reply@toasttab.com>
Sent: Friday, September 30, 2022 9:00:26 AM
To: Geoffrey Jacobs <[gjacobson@tppfl.gov](mailto:gjacobs@tppfl.gov)>
Subject: Receipt for Order #190 at The Hollywood Donut Factory

Thank you for your order. Below is a receipt for your recent visit to The Hollywood Donut Factory.
[trouble viewing this email?](#)



The Hollywood Donut Factory
102 N 28th Ave

Hollywood, FL 33020
(954)929-1118

Server: Rolesbi V

Check #190

Ordered: Table 13
9/30/22 9:46 AM

2 Biscuits & Gravy & 2 Eggs Any Style	\$12.99
2 House Coffee	\$5.58
4 Dozen Donuts	\$91.96
Subtotal	\$110.53
Tax	\$1.30
Tip	\$3.00
Total	\$114.83

Input Type C (EMV Chip Read)
VISA CREDIT xxxxxxxx8338
Time 9:59 AM

Transaction Type Sale
Authorization Approved
Approval Code 032705
Payment ID rXHb7sMqf7Kn
Application ID A0000000031010
Application Label VISA CREDIT
Terminal ID c8a05acceaa4fbf6
Card Reader BBPOS

GEOFFREY JACOBS

Rewards Cards Acct Number	xxxxxxx8507
Current Balance	127

You now have enough points to redeem on your next visit!

Powered by Toast

Download the Toast TakeOut app

Food you love without the wait.





PO Box 54308
Lexington, KY 40555-4430
Billing Questions: AR@Galls.com

HELPING INQUIRIES (866)286-1358

Page 1 of 1

ACCOUNT NUMBER
TERMS IMMEDIATE
INVOICE NUMBER 022401625
INVOICE DATE 10/15/2022
DUE DATE 10/15/2022
SHIP VIA FEDEX Ground
P.O. NUMBER BROWN

When applicable, merchandise was received and signed for by (signature below):

[Signature Box]

Sold To:
TOWN OF PEMROKE PARK PD
JOY BROWN
3150 SW 52 AVE
PEMBROKE PARK FL 33023

ORDER# / ORDER DATE 21700596 09/26/2022
FOB SHIPPING POINT F.O.B. Shipping Point

Ship To:
TOWN OF PEMROKE PARK PD
JOY BROWN
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

ITEM	ITEM DESCRIPTION	WHS	QTY	PRICE	TOTAL
FA299	GENERAL PURPOSE FIRST AID KIT	LEX	2	13.95	27.90

610878030948

Subtotal: 27.90
Shipping: 1.52
Tax: \$0.00
CREDIT/PREPAYMENTS: 29.42
TOTAL CHARGES CURRENT SHIPMENT: \$0.00



To ensure proper payment application, please write your account number on your check, and include the attached coupon with your payment

INVOICE DATE 10/15/2022
ACCOUNT NUMBER 100308891

DUE DATE 10/15/2022
AMOUNT DUE \$0.00
INVOICE NUMBER 022401625

Bill To:
TOWN OF PEMROKE PARK PD
JOY BROWN
3150 SW 52 AVE
PEMBROKE PARK FL 33023

Payable To:
GALLS, LLC
P.O. BOX 71628
CHICAGO, IL 60694-1628

SYNOVUS®

SYNOVUS BANK
P.O. BOX 23061
COLUMBUS GA 31902-3061

CARD SERVICES
P.O. BOX 2181
COLUMBUS GA 31902-2181

JOY BROWN
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

CARD SERVICES

Account Number XXXX-XXXX-XXXX-3331
Payment Due N/A
New Balance N/A
Minimum Payment N/A

** 00000000

76200392333J 000000000 000000000

Please Detach and Return With Your Payment

For customer service, call 1-888-SYNOVUS (796-6887) 24 hours a day, 7 days a week.

Visa Account Summary

Account Number XXXX-XXXX-XXXX-3331
Statement Closing Date October 31, 2022
Credit Line \$5,000.00
Available Credit N/A
Minimum Payment N/A
Payment Due Date N/A

Balance Summary

Previous Balance N/A
Credits \$0.00
Purchases and Debits \$2,255.59
Cash Advances \$0.00
FINANCE CHARGE N/A
New Balance N/A

Important Contact Information

Payment Address: Card Services
P.O. Box 2181
Columbus, GA 31902-2181
www.commercialcardview.com
TTY Telephones: 1-877-254-3568
Customer Inquiries Address: Commercial Customer Support
P.O. Box 23061
Columbus, GA 31902-3061
Customer Service: 1-888-SYNOVUS (796-6887)

Transaction Detail

Trans Date	Post Date	Description	Purchase Order No.	Amount
09/29	10/03	PMT-BROWARD CO AUTO TAG FORT LAUDERDA FL		
10/20	10/21	MEMO ITEM	000000000000000000	\$482.19 ✓
		ZTERS INC 877-8837743 TX	21327164	\$1,390.00 ✓
10/21	10/24	MEMO ITEM		
		SAMS CLUB #8173 MIRAMAR FL		\$96.92 ✓
10/21	10/24	MEMO ITEM		
		EL TAMARINDO RESTAURANT 954-4564447 FL		\$286.48 ✓
		MEMO ITEM		

SYNOVUS®

Fall music festival



sam's club

Self Checkout

CLUB MANAGER LADARRIN RIVERS
(954) 433 - 8867
MIAMI, FL

10/21/22 10:28 9083 08173 094 9094
Toun

990011190	HEETY FORKS	14.48	E
980270020	9 CLR PLATE	14.28	E
990000374	SPK FUN STZF	14.98	E
50150	SKT/STRAUSF	17.98	E
209366	BATORADE UPF	16.68	E
781149	PEPSI 36CN F	14.28	E
561914	MH WATER F	4.24	M
SUBTOTAL		96.92	

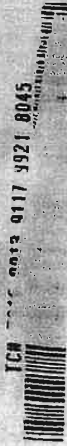
P.O. #
VISA CREDIT
APPROVAL # 071675
AID 8000000031010
AAC 164778C4E5E80C16
TERMINAL # SC010674

DISTRIBUTOR NUMBER: WDE1600359

Tab License: WDE1600360

Visit samsclub.com to see your savings

ITEMS SOLD 7



ICN 7816 9013 9117 9921 8045

Fall music festival



sam's club

Self Checkout

CLUB MANAGER LADARRIN RIVERS
(954) 433 - 8867
MIAMI, FL

10/21/22 10:28 9083 08173 094 9094
Toun

990011190	HEETY FORKS	14.48	E
980270020	9 CLR PLATE	14.28	E
990000374	SPK FUN STZF	14.98	E
50150	SKT/STRAUSF	17.98	E
209366	BATORADE UPF	16.68	E
781149	PEPSI 36CN F	14.28	E
561914	MH WATER F	4.24	M
SUBTOTAL		96.92	

P.O. #
VISA CREDIT
APPROVAL # 071675
AID 8000000031010
AAC 164778C4E5E80C16
TERMINAL # SC010674

DISTRIBUTOR NUMBER: WDE1600359

Tab License: WDE1600360

Visit samsclub.com to see your savings

ITEMS SOLD 7



ICN 7816 9013 9117 9921 8045

*** MEMBER COPY ***

EL TAMARINDO COAL FIRED PIZZA
712 ATLANTIC SHORES BLVD
HALLANDALE BEACH, FL 33009
(954) 456-4447

DELIVERY

Server: JUAN#2015310023 Station: 13

Order #: 173693

DELIVERY
954-215-0603
3150 SW 52 ave
Guests: 1
HALLANDALE BEACH

Driver Name:

Arnold

Departure Time:

10:28:53 PM

Arrival Time:

10:29:51 PM

>> SETTLED <<

15 CHICKEN- GRILLED-LT 194.85
15 Side Nduros 44.85

Delivery Charge 10.00

SUB TOTAL:

249.70

TAX:

16.78

ORDER TOTAL:

266.48

Gratuity:

20.00

TOTAL:

=====

\$286.48

Visa Tendered:

3331 XX/XX

EDC Tran ID: 799613566

286.48

CHANGE:

=====

0.00

>> Ticket #: 39 <<

Created: 10/21/2022 3:31:37 PM

SETTLED: 10/21/2022 3:39:04 PM

SUGGESTED GRATUITY

18% Gratuity = \$44.95

20% Gratuity = \$49.94

22% Gratuity = \$54.93

THANK YOU FOR COMING TO
EL TAMARINDO COAL FIRED PIZZA
& BAR

Fall
FESTIV
H

SYNOVUS[®]

SYNOVUS BANK
P.O. BOX 23061
COLUMBUS GA 31902-3061

CARD
SERVICES

Account Number XXXX-XXXX-XXXX-8338
Payment Due N/A
New Balance N/A
Minimum Payment N/A

CARD SERVICES
P.O. BOX 2181
COLUMBUS GA 31902-2181

GEOFFREY JACOBS
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

12 00000000

762003868338 0000000000 0000000000

Please Detach and Return With Your Payment

For customer service, call 1-888-SYNOVUS (796-6887) 24 hours a day, 7 days a week.

Visa Account Summary

Account Number XXXX-XXXX-XXXX-8338
Statement Closing Date November 30, 2022
Credit Line \$10,000.00
Available Credit N/A
Minimum Payment N/A
Payment Due Date N/A

Balance Summary

Previous Balance N/A
Credits \$127.87
Purchases and Debits \$1,584.58
Cash Advances \$0.00
FINANCE CHARGE N/A
New Balance N/A

Important Contact Information

(See reverse side for billing and other important information)

Payment Address: Card Services
P.O. Box 2181
Columbus, GA 31902-2181

Customer Inquiries Address: Commercial Customer Support
P.O. Box 23061
Columbus, GA 31902-3061

Customer Service: 1-888-SYNOVUS (796-6887)

Transaction Detail

Trans Date	Post Date	Description	Purchase Order No.	Amount
11/01	11/02	GALLS 859-266-7227 KY MEMO ITEM	BROWN	\$411.11 ✓
11/06	11/07	GALLS 859-266-7227 KY MEMO ITEM	BROWN	\$269.89 ✓
11/21	11/23	PIZZA HUT 012372 HOLLYWOOD FL MEMO ITEM	8338	\$127.87 CR ✓
11/21	11/23	PIZZA HUT 012372 HOLLYWOOD FL MEMO ITEM	30307B9549648777	\$127.87 ✓
11/21	11/23	PIZZA HUT 012372 HOLLYWOOD FL MEMO ITEM	00C37B9549648777	\$135.87 ✓
11/22	11/23	WM SUPERCENTER #2987 DAVIE FL MEMO ITEM		\$243.15 ✓
11/22	11/23	WM SUPERCENTER #3311 MIAMI GARDENS FL MEMO ITEM		\$396.69 ✓

SYNOVUS[®]



INVOICE

PO Box 54308
Lexington, KY 40555-4430
Billing Questions: AR@Galls.com

When applicable, merchandise was received and signed for by (signature below):

[Signature Box]

Sold To:
TOWN OF PEMERROKE PARK PD
JOY BROWN
3150 SW 52 AVE
PEMERROKE PARK FL 33023

Ship To:
TOWN OF PEMERROKE PARK PD
JOY BROWN
3150 SW 52ND AVE
PEMERROKE PARK FL 33023-5413

BILLING INQUIRIES (866)286-1358

Page 1 of 1

ACCOUNT NUMBER 1003088891
TERMS IMMEDIATE
INVOICE NUMBER 022544521
INVOICE DATE 10/31/2022
DUE DATE 10/31/2022
SHIP VIA FEDEX Ground
P.O. NUMBER BROWN

ORDER# / ORDER DATE 21700596 09/26/2022
FOB SHIPPING POINT F.O.B. Shipping Point

ITEM	ITEM DESCRIPTION	QTY	PRICE	TOTAL
HN228	UNIVERSAL PROTECTION KIT	30	12.99	389.70

612854911379

Subtotal: 389.70
Shipping: 21.41
Tax: \$0.00
TOTAL CHANGES: 411.11
CREDIT/PREPAYMENTS: \$0.00
CURRENT SHIPMENT:



In cases proper payment application, please write your account number on your check, and include the attached coupon with your payment

INVOICE DATE 10/31/2022
ACCOUNT NUMBER 1003088891

DUE DATE 10/31/2022
AMOUNT DUE \$0.00
INVOICE NUMBER 022544521

Bill To:
TOWN OF PEMERROKE PARK PD
JOY BROWN
3150 SW 52 AVE
PEMERROKE PARK FL 33023

Payable To:
GALLS, LLC
P.O. BOX 505614
St. Louis, MO 63150-5614



INVOICE

PO Box 54308
Lexington, KY 40555-4430
Billing Questions: AR6Galls.com

When applicable, merchandise was received and signed for by (signature below):

[Signature Box]

Sold To:
TOWN OF PEMBERKE PARK PD
JOY BROWN
3150 SW 52 AVE
PEMBERKE PARK FL 33023

Ship To:
TOWN OF PEMBERKE PARK PD
JOY BROWN
3150 SW 52ND AVE
PEMBERKE PARK FL 33023-5413

BILLING INQUIRIES (866)286-1358

Page 1 of 1

ACCOUNT NUMBER 1003088891
TERMS IMMEDIATE
INVOICE NUMBER 022602738
INVOICE DATE 11/05/2022
DUE DATE 11/05/2022
SHIP VIA FEDEX Ground
P.O. NUMBER BROWN
ORDER# / ORDER DATE 21700596 09/26/2022
FOB SHIPPING POINT F.O.B. Shipping Point

ITEM	ITEM DESCRIPTION	WHS	QTY	PRICE	TOTAL
PA299 PS006	GENERAL PURPOSE FIRST AID KIT PERGUSS MODEL 802C BLK OXIDE HINGED HANDCUFFS	LEX LEX	4 4	13.95 49.99	55.80 199.96

616230609133

Subtotal: 255.76
Shipping: 14.13
Tax: \$0.00
CREDIT/PREPAYMENTS: 269.89
TOTAL CHARGES CURRENT SHIPMENT: \$0.00



To ensure proper payment application, please write your account number on your check, and include the attached coupon with your payment.

INVOICE DATE 11/05/2022
ACCOUNT NUMBER 1003088891

DUE DATE 11/05/2022
AMOUNT DUE \$0.00
INVOICE NUMBER 022602738

Bill To:
TOWN OF PEMBERKE PARK PD
JOY BROWN
3150 SW 52 AVE
PEMBERKE PARK FL 33023

Payable To:
GALLS, LLC
P.O. Box 505614
St. Louis, MO 63150-5614

PARTY

PARTY ON THE BACK (TURN ME OVER)

:K (TURN ME OVER)

I agree to pay above total amount
by the card issuer's agreement.

CODE ON THE BACK

copy

SEE

TOTAL: 135.87
TAX: 0.00
AMOUNT: 135.87

Server: JANI
11/21/22
6:02 PM
Ticket: 447

STORE # 012372# 012372
4506 Hollywood Blvd.
Hollywood, FL 33021
964-8777
SALE

PARTY ON TH

PARTY ON THE BACK (TURN ME OVER)

:K (TURN ME OVER)

I agree to pay above total amount
by the card issuer's agreement.

CODE ON THE BACK

SEE

TOTAL: 135.87
TAX: 0.00
AMOUNT: 135.87

Server: JANI
11/21/22
6:02 PM
Ticket: 447

STORE # 012372# 012372
4506 Hollywood Blvd.
Hollywood, FL 33021
964-8777
SALE

Give us feedback @ survey.walmart.com
Thank you! ID #: 78P3518JDN



SUPERCENTER
954 331 3612 Mor: 180 07/81/1
S/L# 02484/UP# 0203270 TFM 03 TRN
BRANDED FEN 020328927 360
BRANDED FEN 020328991 350
BRANDED FEN 020328994 316
BRANDED FEN 020328994 323
BRANDED FEN 020328998 376
BRANDED FEN 020328993 238
BRANDED FEN 020328999 410
BRANDED FEN 020328995 390
BRANDED FEN 020328992 343
BRANDED FEN 020328996 216
BRANDED FEN 020328991 328
BRANDED FEN 020328990 435
BRANDED FEN 020328993 294
BRANDED FEN 020328998 399
BRANDED FEN 020328995 269
BRANDED FEN 020328990 451
BRANDED FEN 020328977 358
BRANDED FEN 020328951 365
SUBTOTAL 243.15
VISA TEND ***** 8338 1 1

VISA CREDIT # 055753
APPROVAL # 1042000314
REF # 1042000314
TRANS ID - 582326566907064
VALIDATION - X/CK
P.O. # 000
AID A0000000031010
AAC 857-A18C3570700
TERMINAL # SC010019
11/22/22 10:44:59
CHANGE DUE 0.00
ITEMS SOLD 18
TCA 5465 7545 7941 4582 3959 0



Become a member
Scan for free 30-day trial
11/22/22 10:45:00
CUSTOMER COPY

Give us feedback @ survey.walmart.com
Thank you! ID #: 78P3514K5Z



305-822-6664 Mor: JUN
19501 NW 27TH AVE
MIAMI BANCING FL 33056
S/L# 03311/UP# 0203270 TFM 08 TRN
BRANDED FEN 020328995 184
BRANDED FEN 020328995 285
BRANDED FEN 020328998 501
BRANDED FEN 020328997 125
BRANDED FEN 020328996 155
BRANDED FEN 020328993 377
BRANDED FEN 020328995 461
BRANDED FEN 020328995 042
BRANDED FEN 020328991 171
BRANDED FEN 020328992 093
BRANDED FEN 020328993 099
BRANDED FEN 020328992 343
BRANDED FEN 020328994 219
BRANDED FEN 020328995 187
BRANDED FEN 020328994 203
BRANDED FEN 020328997 067
BRANDED FEN 020328991 318
BRANDED FEN 020328998 449
BRANDED FEN 020328990 123
BRANDED FEN 020328993 384
BRANDED FEN 020328995 384
SUBTOTAL 356.69
VISA TEND ***** 8338 1 1

VISA CREDIT # 074895
APPROVAL # 1042000314
REF # 1042000314
TRANS ID - 462326532985601
VALIDATION - 7.383
P.O. # 000
AID A0000000031010
AAC 857-A18C3570700
TERMINAL # SC010561
11/22/22 09:48:26
CHANGE DUE 0.00
ITEMS SOLD 23
TCA 4419 9568 4427 8698 1541 4



Become a member
Scan for free 30-day trial
11/22/22 09:48:26
CUSTOMER COPY

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-5149
(954) 374-9072
www.untoasted.com

Nov 14, 2022
9:09 AM
Giulia

Ticket: #42

FOR HERE	
Sprite x 1	\$4.00
Blue Hawaiian x 1	\$11.00
Untoasted Breakfast x 1	\$17.99
Grits (\$4.00)	
Bacon, Shrimp and Grits x 1	\$20.99
Bacon x 1	\$5.00
Subtotal	\$68.98
Gratuity (18%)	\$10.62
Sales Tax	\$4.87

18% gratuity was automatically added.

Total \$74.47
Tip 6.53

THANK YOU FOR CHOOSING UNTOASTED
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-5149
(954) 374-9072
www.untoasted.com

Nov 14, 2022
9:09 AM
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THANK YOU FOR CHOOSING UNTOASTED
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ADDED TO THE BILL

\$81.00
includes tip

Untoasted

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33008-6149
(954) 374-9072
www.untoasted.com

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9:09 AM
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Pembroke Park, FL
33008-6149
(954) 374-9072
www.untoasted.com

Nov 14, 2022
9:09 AM

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THANK YOU FOR CHOOSING UNTOASTED
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

\$81.00

includes tip

SYNOVUS

SYNOVUS BANK
P.O. BOX 23061
COLUMBUS GA 31902-3061

CARD SERVICES

Account Number XXXX-XXXX-XXXX-8338
Payment Due N/A
New Balance N/A
Minimum Payment N/A

CARD SERVICES
P.O. BOX 2181
COLUMBUS GA 31902-2181

GEOFFREY JACOBS
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

00000000

762003666338 000000000 000000000

Please Detach and Return With Your Payment

For customer service, call 1-888-SYNOVUS (796-6887) 24 hours a day, 7 days a week.

Visa Account Summary

Account Number XXXX-XXXX-XXXX-8338
Statement Closing Date December 30, 2022
Credit Line \$15,000.00
Available Credit N/A
Minimum Payment N/A
Payment Due Date N/A

Balance Summary

Previous Balance N/A
Credits \$0.00
Purchases and Debits \$7,722.79
Cash Advances \$0.00
FINANCE CHARGE N/A
New Balance N/A

Important Contact Information

(See reverse side for billing and other important information)

Payment Address: Card Services
P.O. Box 2181
Columbus, GA 31902-2181

Customer Inquiries Address: Commercial Customer Support
P.O. Box 23061
Columbus, GA 31902-3061

Customer Service: 1-888-SYNOVUS (796-6887)

Transaction Detail

Trans Date	Post Date	Description	Purchase Order No.	Amount
12/02	12/05	SQ *UNTOASTED HALLANDALE BE FL	00023058430166799	\$29.35 ✓
		MEMO ITEM		\$97.01 ✓
12/03	12/05	EINSTEIN BROS BAGELS281 HOLLYWOOD FL		\$54.28 ✓
		MEMO ITEM		\$9.99 ✓
12/07	12/08	SQ *UNTOASTED HALLANDALE BE FL	00023058430167050	\$119.99 ✓
		MEMO ITEM	1139602788451	\$1,500.00 ✓
12/08	12/09	EIG*CONSTANTCONTACT.COM 855-2295506 MA	opsnbor1xst	\$64.19 ✓
		MEMO ITEM	83304397	\$459.54 ✓
12/11	12/12	CANVA* 103631-10569683 HTTPSCANVA.CO DE	Xmas2022	\$1,397.20 ✓
		MEMO ITEM	113205152	\$3,990.00 ✓
12/11	12/12	USMAYORS 202-861-6796 DC		
		MEMO ITEM		
12/14	12/15	AMZN MKTP US*OD28BAJJ3 AMZN.COM/BILL WA		
		MEMO ITEM		
12/19	12/19	BLUEBOY PIZZA MIAMI FL		
		MEMO ITEM		
12/15	12/19	OLLIES BARGAIN OUTLET 344 WEST PALM BCH FL	QUATERION	
		MEMO ITEM	62800002	
12/18	12/19	SUN DREAM YACHT CHARTERS 954-765-1460 FL		
		MEMO ITEM		

SYNOVUS

Continuation of Statement

GEOFFREY JACOBS
TOWN OF PEMBROKE PARK
Account Number XXXX-XXXX-XXXX-8338

Page 1

Transaction Detail

Trans Date	Post Date	Description	Purchase Order No.	Amount
12/23	12/26	SQ UNTOASTED HALLANDALE BE FL ***** MEMO ITEM *****	00023058430167976	\$41.24

SYNOVUS

EVENT HAS SETTING
for MEET PREP

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-6149
(954) 374-9072
www.untoasted.com

Dec 2, 2022
9:58 AM

Kaio

Ticket: #42
Authorization: 003386
Receipt: P9xr

VISA CREDIT
AID A0 00 00 00 03 10 10

Total
Visa 8338 (Chip) \$23.35
\$23.35

Additional Tip

6.00
29.35

Total

X

Geoffrey Jacobs

I agree to pay the above total amount
according to my card issuer agreement.

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

MERCHANT COPY

Einstein Bros Bagels
Store # 2281
340 North Park Road
954-893-8701

ANGELA

Host:
ANGELA

12/03/2022
8:14 AM
10011

Order Type: TOGO

Baker's Dozen Box (2 @17.99)	35.98
Baker's Doz Bucket w/2 CC	35.98
Coffee Canteen (2 @17.99)	7.79
Farmhouse	
Two Eggs	
Chorizo Sunrise Egg Sand	7.79
Two Eggs	
PX Loyalty Accr	0.00
Sm Blackbry Lemn Free Pr	2.89
Small Medium Roast Coffee	2.59

Subtotal
Tax

93.02
3.99

TOGO Total 97.01

VISA #XXXXXXXXXX8338

97.01

Auth:051505

Come back after 11AM for \$1 OFF
ANY sandwich purchased after 11AM

Show this receipt
Want free bagels?
Visit ShmearSociety.com

--- Check Closed ---

POLICE
MEETING/PT/STAFFING/WJP

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33009-6149
(954) 374-9072
www.untoasted.com

Dec 7, 2022
10:27 AM

Richardo
JP

Ticket: #42
Authorization: 029371
Receipt: fLeQ

Thom

VISA CREDIT
AID A0 00 00 03 10 10

Total
Visa 8338 (Chip) \$54.28
\$54.28

Additional Tip

Total

54.28

X

Geoffrey Jacobs

I agree to pay the above total amount
according to my card issuer agreement.

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

MERCHANT COPY



[Why Us](#) ▾ [Products](#) ▾

Core

Best for people getting started with marketing to their customer base.

Starting at

\$9.99
/month

Price based on number of contacts

[Choose plan](#)

[View tiered pricing](#)

Core Includes:

- Hundreds of email templates
- Sign-up forms to grow your list
- Post to Facebook, Instagram and Twitter all at once
- Integrations with popular tools like Shopify, WooCommerce, Canva
- Engagement reporting (i.e. views, clicks, etc)
- Award-winning live chat and phone support

Christian Noel

From: Geoffrey Jacobs <grjacobsaz@gmail.com>
Sent: Sunday, December 11, 2022 12:01 PM
To: Christian Noel
Subject: Fwd: Your Canva Invoice

Annual Canva bill attached.

Geoffrey Jacobs
954-477-1434

Begin forwarded message:

From: Canva <no-reply@canva.com>
Date: December 11, 2022 at 9:29:24 AM EST
To: grjacobsaz@gmail.com
Subject: Your Canva Invoice



Your invoice

Thank you for your purchase! Your invoice details are below.

INVOICE	DATE OF ISSUE
03631-10569663	Dec 11, 2022
BRAND ID	BILLED TO
BAEO0D59118	Card (Visa - 8338)
Geoffrey Jacobs's team	

Details

Subscription charges

Charged:

View details

View all invoices

Did you know?

Bananas are curved because they grow towards the sun.

You received this email because you made a purchase on Canva. If this was sent to you by mistake, please contact [support](#).

Made for you with from Canva

Canva®, 110 Kippax St, NSW 2010, Australia

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.

2

8:29

5G+



Search Amazon



Payment method updated successfully.

View order details

Order date Dec 14, 2022
Order # 112-2646680-2693021
Order total \$64.19 (1 item)

Cancel items

Shipment details

Change shipping speed

Not yet shipped

Delivery Estimate

Thursday, December 15, 2022 by 10pm



Men's Santa Costume \$79.99
Deluxe Velvet Santa
Suit Adult Santa
Claus...
Qty: 1

Sold By: prettyfirst

Track shipment



DocuSign Envelope ID: BFA815A0-13AF-4F3E-B01C-7950254FEFF2

Starvision Yacht Charters

www.starvisionyachtcharters.com

info@starvisionyachtcharters.com

Mobile: 754-423-6147

Office: 305 372 5180

STARVISION

YACHT CHARTERS & SERVICES

Yacht: sun dream

Company: pembroke park

Client Name: Mr. Mayor Geoffrey Jacobs

Phone: 954 929 0269

Cell: 954 929 0269

E-mail: geoff@starvisionyachtcharters.com

Address: 3150 SW 52 Ave

City/State: pembroke park, FL 33023

Date of Charter

12/21/2022

Board Time: 5:00PM-5:15PM

Cruising Time: 5:15PM-7:45PM

Disembark: 7:45PM-8:00PM

Dock: double tree fort Lauderdale

Type of Event

holiday dinner

Deposit

2nd Payment

3rd Payment

4th Payment

Balance

Full Payment

Sales Rep: Maribel

PACKAGES

Menu

Menu

BEVERAGE

non alcoholic

CHARTER

FUEL

DOCKAGE

DELIVERY

ENTERTAINMENT

DJ BY CLIENT

LAOOR CHARGE

CARD PROCESSING

EVENT DETAILS

Document signed by: Mr. Mayor Jacobs

Starvision

Number of Guests

Number of Guests

Number of Guests

Number of Guests

Number of Guests

Number of Guests

Number of Guests

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Sales Tax / Admin Fee / none

Gratuity

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Gratuity Optional

10%

15%

20%

\$ 3,950.00 Deposit / paid cc 12/18

\$ 6,625.00 Balance / paid wire 12/19

\$ 10,575.00 Total

Toy Drive -

421794/	PAM HAPPY FAM	3	\$22.47N
	COUPON EVENT # 6983	25% Off	
306357	ATTACK OF THE	3	\$17.94N
	COUPON EVENT # 6983	25% Off	
173331	PRESTO PLASTI	4	\$21.96N
	COUPON EVENT # 6983	25% Off	
122001	PRESTO PLASTI	5	\$24.00N
	COUPON EVENT # 6983	25% Off	
392565	SLOW MOTION G	1	\$4.45N
	COUPON EVENT # 6983	25% Off	
428064	3M GLOW IN T	1	\$7.43N
	COUPON EVENT # 6983	25% Off	
425946	STYLE SQUAD 7	4	\$17.96N
	COUPON EVENT # 6983	25% Off	
432071	BG PORTABLE T	5	\$37.45N
	COUPON EVENT # 6983	25% Off	
424430	SPLINMASTER NA	3	\$13.47N
	COUPON EVENT # 6983	25% Off	
315809	ALEX 28PC SEW	2	\$6.98N
	COUPON EVENT # 6983	25% Off	
428760	GI JOE CHOPPE	5	\$14.95N
	COUPON EVENT # 6983	25% Off	
431611	21PC BLOCK SE	4	\$23.90N
	COUPON EVENT # 6983	25% Off	
413889	12" WAR MACHI	1	\$5.24N
	COUPON EVENT # 6983	25% Off	
187623	12" FIGURE IR	6	\$22.44N
	COUPON EVENT # 6983	25% Off	
431685	GHB 12" FIGUR	4	\$17.96N
	COUPON EVENT # 6983	25% Off	
426013	DK NATURAL SC	5	\$37.45N
	COUPON EVENT # 6983	25% Off	
428010	DK LED MAGNIF	5	\$23.95N
	COUPON EVENT # 6983	25% Off	
429668	TEACH N LEARN	4	\$29.96N
	COUPON EVENT # 6983	25% Off	
409704	CLUE LIARS ED	3	\$17.97N
	COUPON EVENT # 6983	25% Off	
437214	G.I. JOE NINJA	5	\$42.70N
	COUPON EVENT # 6983	25% Off	
300549	IRON MAN BUNK	5	\$37.45N
	COUPON EVENT # 6983	25% Off	
428750	BLACK & DECKE	2	\$13.48N
	COUPON EVENT # 6983	25% Off	
140502	4.75 TWIN PAC	1	\$4.49N
	COUPON EVENT # 6983	25% Off	
140501	7" CONSTRUCTI	1	\$7.49N
	COUPON EVENT # 6983	25% Off	
140501	7" CONSTRUCTI	1	\$7.49N
	COUPON EVENT # 6983	25% Off	
426670	BF TWS BUDD	4	\$19.96N
409383	BE RUBBER EAR	4	\$39.96N
	Sub Total		\$1,397.20
	Tax		\$0.00
	Total		\$1,397.20

EMV Authorization Data
 KRN: 1215171120
 Card #: *****8300
 Chip Read
 Purchase



OLLIE'S
Bargain Outlet

Ultimate Bargain Outlet
 (761) 463-7100

254496	WIZARD OF OZ	5	\$17.96N
	Reason: Government Exclusion - Coupon		
428661	25.5" FUM BA	7	\$41.90N
	COUPON EVENT # 6983	25% Off	
430877	ULTIMATE CAND	4	\$29.96N
	COUPON EVENT # 6983	25% Off	
429751	BLACK & DECKE	5	\$46.70N
	COUPON EVENT # 6983	25% Off	
439946	ARB BLL SOMIC	7	\$41.95N
440388	TOY \$13.00	5	\$48.75N
	COUPON EVENT # 6983	25% Off	
426663	BRICK FOUNDAT	4	\$23.96N
	COUPON EVENT # 6983	25% Off	
440540	SPORTING GOOD	10	\$50.00N
435182	1:24 BF MONST	3	\$22.47N
	COUPON EVENT # 6983	25% Off	
425259	STEAM ARTFUL	5	\$22.45N
	COUPON EVENT # 6983	25% Off	
434620	NERF NITRO CA	5	\$7.45N
	COUPON EVENT # 6983	25% Off	
413889	AMSTERDAMERS	1	\$21.95N
	COUPON EVENT # 6983	25% Off	
427163	HW CLASSIC SI	5	\$33.70N
	COUPON EVENT # 6983	25% Off	
426657	MYSTERY DATE	5	\$26.20N
	COUPON EVENT # 6983	25% Off	
414623	NERF NITRO CA	4	\$11.96N
	COUPON EVENT # 6983	25% Off	
428755	GI JOE CONST	5	\$48.70N
	COUPON EVENT # 6983	25% Off	
427477	SHREDDIN SHAR	5	\$18.70N
	COUPON EVENT # 6983	25% Off	
327798	DRAGONFIRE BL	5	\$52.45N
	COUPON EVENT # 6983	25% Off	
154270	GLOW AND GLIT	4	\$14.96N
	COUPON EVENT # 6983	25% Off	
426666	GEMEX GEL NAI	5	\$48.70N
	COUPON EVENT # 6983	25% Off	
428089	BUILD YOUR OW	9	\$53.91N
	COUPON EVENT # 6983	25% Off	
432193	HERSHEY S CHE	1	\$7.49N
	COUPON EVENT # 6983	25% Off	

Untoasted

3121 W HALLANDALE
BEACH BLVD STE 101, 101
Pembroke Park, FL
33008-6148
(954) 374-9072
www.untoasted.com

Dec 23, 2022
12:14 PM
Leonardo

Ticket: #34
Authorization: 000898
Receipt: PK53

THANK YOU

VISA CREDIT
AID 00 00 00 03 10 10

Total
Visa 8338 (Chip) \$37.24
\$37.24

Additional Tip 4.00

Total 41.24

X

Geoffrey Jacobs

I agree to pay the above total amount
according to my card issuer agreement.

THANK YOU FOR CHOOSING UNTOASTED!
FOR YOUR CONVENIENCE 18% WILL BE
ADDED TO THE BILL

police meeting
MERCHANT COPY

SYNOVUS[®]

SYNOVUS BANK
P.O. BOX 23061
COLUMBUS GA 31902-3061

CARD SERVICES
P.O. BOX 2181
COLUMBUS GA 31902-2181

JOY BROWN
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

CARD SERVICES

Account Number XXXX-XXXX-XXXX-3331
Payment Due N/A
New Balance N/A
Minimum Payment N/A

12 30C00000

762003923331 000000000 000000000

Please Detach and Return With Your Payment

For customer service, call 1-888-SYNOVUS (796-6887) 24 hours a day, 7 days a week.

Visa Account Summary

Account Number XXXX-XXXX-XXXX-3331
Statement Closing Date December 30, 2022
Credit Line \$5,000.00
Available Credit N/A
Minimum Payment N/A
Payment Due Date N/A

Balance Summary

Previous Balance N/A
Credits \$0.00
Purchases and Debits \$758.32
Cash Advances \$0.00
FINANCE CHARGE N/A
New Balance N/A

Important Contact Information

(See reverse side for billing and other important information)

Payment Address: Card Services
P.O. Box 2181
Columbus, GA 31902-2181

Customer Inquiries Address: Commercial Customer Support
P.O. Box 23061
Columbus, GA 31902-3061

Customer Service: 1-888-SYNOVUS (796-6887)

Transaction Detail

Trans Date	Post Date	Description	Purchase Order No.	Amount
12/18	12/19	WAL-MART #3163 HOLLYWOOD FL MEMO ITEM	1218223163	\$143.28 ✓
12/16	12/19	PMT-BROWARD CO AUTO TAG FORT LAUDERDA FL MEMO ITEM	0000000000000000000	\$361.64 ✓
12/18	12/20	GFS STORE #0670 HOLLYWOOD FL MEMO ITEM		\$253.40 ✓

SYNOVUS[®]

Gordon FOOD SERVICE STORE

Hollywood
101 S. State Road 7
Hollywood, FL 33023
(954) 894-8840
www.bfastore.com

Town of Pembroke Park
2495109

Cashier: Tanua

Pepsi 2-12pk	10.00
4371690	
2 @ 19.99	39.98
Gatorade Variety P	
4351940	18.99
Classic Variety 50	
761120	
3 @ 17.49	52.47
Pocorn Scoop Box	
2795001	
2 @ 4.49	8.98
655 Stone Purified	
1362120	
2 @ 6.79	13.58
STIRRED 8" UNWRD	
8590821	
4 @ 8.49	33.96
Hot Cocoa Mix 1-2	
4121651	
5 @ 6.49	32.46
Per Water Cup Cone	
5334161	
Foam Cup 8 oz 40-2	42.99
1136620	
TAX	0.00
**** BALANCE	253.40

Card: *****3331 C
Approval Code: 093536 SS
Purchase

VISA CREDIT

AC: 80000000031010
AC: C58F79F3C20B01
TUR: 8000008000

253.40
0.00

CHANGE
TOTAL NUMBER OF ITEMS SOLD - 21
12/18/22 10:47am 670 3 483 350961

Qualifying 601 Points earned: 798

SAVE TIME - ORDER ONLINE

Place your next order online
and pickup in store.

101 S. State Road 7
Hollywood, FL 33023
(954) 894-8840
www.bfastore.com

Town of Pembroke Park
2495109

Cashier: Tanua

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761120	
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5334161	
Foam Cup 8 oz 40-2	42.99
1136620	
TAX	0.00
**** BALANCE	253.40

Card: *****3331 C
Approval Code: 093536 SS
Purchase

VISA CREDIT

AC: 80000000031010
AC: C58F79F3C20B01
TUR: 8000008000

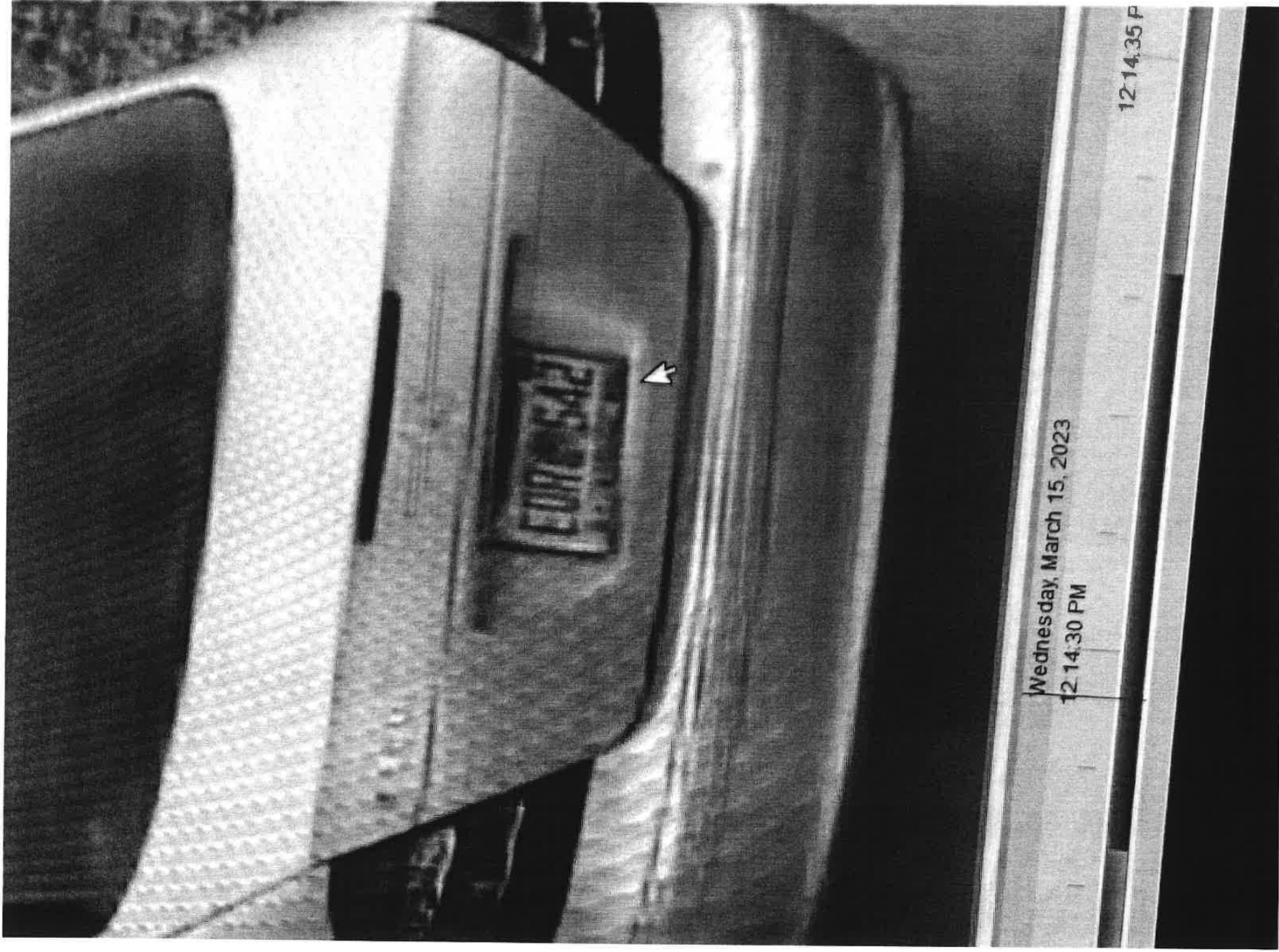
253.40
0.00

CHANGE
TOTAL NUMBER OF ITEMS SOLD - 21
12/18/22 10:47am 670 3 483 350961

Qualifying 601 Points earned: 798

SAVE TIME - ORDER ONLINE

Place your next order online
and pickup in store.



Wednesday, March 15, 2023
12:14:30 PM

12:14:35 P

AGENDA ITEM REPORT



To: Commission
Subject: P-Card Policy
Meeting: 10 11 2023 DRAFT REGULAR COMMISSION MEETING - Oct 11 2023
Department:
Staff Contact: Erik Morrisette, Vice Mayor

BACKGROUND INFORMATION:

According to the last Office of Inspector General (OIG) it states:
The Broward Office of the Inspector General ("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. We observed several concerning transactions on the commissioner's p-card and discussed a sample of them with him, but we could not test their propriety given his explanations as compared to the town's lack of adequate law, policy, and procedures regulating p-cards and travel expenditures. Because the town had no standard to which we could hold the commissioner accountable, the allegation of misconduct was unsubstantiated.

However, such a situation cannot continue.

We write this memorandum to report our observations to the public and to impress upon the Town the seriousness of its deficiencies and the risks to which it is exposing itself by continuing to permit officials and employees to use p-cards without proper controls and oversight. We hereby notice the town that, should it continue to tolerate unchecked p-card use, these risks can include the OIG in the near future undertaking an investigation into whether town commission and management members engaged in gross mismanagement and whether individual p-card users engaged in misconduct such as corrupt misuse of position, theft, or violation of the state's per diem and travel expenses law. The OIG will conduct a follow-up review in 60 days to determine what the Town has done to address the observations we make here.

RECOMMENDATION:

Current P-Card policy needs to be modified.

	Status:
Jacobs Horowitz, Interim Town Attorney	Pending
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None

AGENDA ITEM REPORT

**To:**

Subject: Joint Legislative Auditing Committee (JLAC) - Audit Request

Meeting: PUBLIC NOTICE - REGULAR COMMISSION MEETING - Oct 11, 2023

Department: Legal

Staff Contact: Geoffrey Jacobs, Commissioner

BACKGROUND INFORMATION:

Since my election to office in March 2019, I have not encountered any documentation indicating that any individual serving as the town's Finance Director has met the requisite qualifications or certifications for the position. The financial management of the town is, at best, dubious. A comprehensive audit is imperative to ascertain the fiscal trajectory, understand the allocation and expenditure of funds, and set the town on the correct financial path. I have been vocal in advocating for such an audit and exploring solutions to address the deficiencies within our Finance Department.

On an occasion when I introduced a highly qualified and certified candidate to the Pembroke Park Commission, the commission elected a Finance Director who lacked the stipulated qualifications and displayed incapacity in managing the department's operations. The predecessor in this role similarly did not fulfill the minimum qualifications, and despite my tenure commencing thereafter, it took an excess of a year to find a replacement due to reluctance from the town manager and other commissioners to make a change.

While I lack information regarding the Finance Directors preceding 2019, based on historical practices, I harbor skepticism towards the likelihood of having had individuals in that role who were adept at effectuating the necessary financial rectifications. The town is in dire need of addressing these financial shortcomings, unearthing the discrepancies, and initiating corrective measures to restore fiscal responsibility and integrity.

FINANCIAL IMPACT:

To be determined...

RECOMMENDATION:

A resolution from the Town of Pembroke Park commission requesting an audit by the Joint Legislative Auditing Committee.

ALTERNATIVES:

Complete an audit of ALL the towns financial records.

ATTACHMENTS:

[Handout for Local Governing Officials; Audit Requests](#)

Guidance for Local Governing Board Officials When Additional Auditing Services May be Considered

How can audit requests be submitted to the Joint Legislative Auditing Committee?

All Auditor General audits that are directed by the Joint Legislative Auditing Committee (Committee) must be considered by the members in a public meeting. The Committee considers audit requests for a meeting agenda only when received from: (1) one or more members of the Legislature, (2) electors of a municipality who have submitted a qualified petition, or (3) a majority of the members of the governing board of a local governmental entity. The Committee is not authorized to consider audit requests submitted by citizens (unless the request is in the form of a qualified petition) or individual members of the governing board of a local governmental entity.

- **Request from Legislators**

One or more members of the Legislature may submit a written request for an audit [Rule 4.5(2), *Joint Rules of the Florida Legislature*]. Generally, Legislator(s) who submit an audit request related to a local governmental entity represent the specific entity (i.e., county, municipality, or special district). Constituents who believe an audit is necessary should provide to their Senator and/or Representative a list of concerns that support the need for an audit. Although documentation to support an audit is useful, Legislators often prefer summary information rather than large amounts of detailed information. If constituents have gathered such information, it may be more useful for Committee staff (if Legislator(s) request an audit) and/or for the Auditor General (if an audit is directed by the Committee). When a number of constituents share serious audit-related concerns regarding the operations of an entity with Legislator(s) over a period of time, there appears to be an increased likelihood that he or she (or they) will submit an audit request to the Committee.

- **Petition Request**

This option is only available for registered voters (electors) who reside within a municipality [[Section 11.45\(5\), Florida Statutes](#)]. When the Committee receives a valid petition to request an Auditor General audit of a municipality from at least 20 percent of the electors of the municipality, it is required to direct the audit. The municipality must pay for the cost of an audit directed in this manner, unless the Auditor General determines the municipality does not have the fiscal resources to do so. Committee records indicate that the audits that have been directed based on a petition request have been from smaller municipalities. Petitions must include the elector's printed name, signature, residence address, date of birth, and date the petition is signed and be certified by the local Supervisor of Elections. Petitions should also include a statement to indicate that the: (1) municipality will be required to pay for the cost of the audit, and (2) specific topics/areas requested to be covered by the audit (i.e., purchasing, travel, grant recordkeeping, water/sewer activities, etc.). This statement should inform the citizens on what they are signing. A separate letter may also be provided to the Committee with additional details regarding the request when submitting a valid petition. Any citizen(s) of a municipality who are considering a petition audit request should contact the Committee's office before beginning the process for additional guidance and sample petition documents.

- **Request from Governing Board of a Local Governmental Entity**

A request for an audit of a local governmental entity is considered when it is approved by a majority of the members of the entity's governing board in a public meeting. While a formal resolution is not required, if a successful vote occurs, the Chair of the governing board, or a designee, will need to submit a written request to the Committee. The local governmental entity will be required to pay for the cost of the audit [[Section 11.45\(6\), Florida Statutes](#)].

In summary, what is involved with a request for an Auditor General audit?

- Before an audit request is placed on a Committee meeting agenda, it must be approved by the Committee's Chairs, the President of the Senate, and the Speaker of the House of Representatives.
- Typically, the Committee meets only during Interim Committee Meeting Weeks (See the Florida Senate's and the Florida House of Representatives' webpage for calendar/schedule).
- As stated above, the Committee is authorized to consider audit requests received from Legislators, the governing board of local governmental entities, and from citizens of a municipality (petition).
- Although citizens often request an Auditor General audit to address their concerns, an audit is not always the appropriate mechanism.
- The Auditor General is authorized to perform audits of governmental entities and of state funds provided to non-governmental entities or persons.

- By law, state agencies and educational entities are subject to regularly scheduled audits performed by the Auditor General, and most local governmental entities, district school boards, and all charter schools and charter technical career centers are subject to regularly scheduled financial audits performed by a CPA selected by the entity.
- Very few of the audits performed by the Auditor General each year are directed by the Committee. Most are directed by statute.
- Most audits performed by the Auditor General, based on an audit request, are operational audits and require a significant amount of time and resources.
- During the Committee meeting in which an audit request received from the governing board of a local governmental entity is considered, the Chair will call on one or more representatives of the local governmental entity who requested the audit to present the audit request to the Committee members.

For further details, please refer to the remainder of this document.

In general, what should a Local Governing Official do if one or more citizens request an Auditor General audit?

Because significant resources are required for an audit, a Local Governing Official and his or her staff should do some vetting of the issues before pursuing an audit request with the other members of the local governmental entity's governing board. In some cases, the issues that a citizen brings to a Local Governing Official may not be audit issues. In other cases, the issues may have previously been reported in an audit or other reputable report. In such situations an Auditor General audit is generally not appropriate. If an audit does appear to be needed, and a Local Governing Official is unsuccessful in pursuing the request with the entity's governing board or he or she declines to become involved, there may be other options available for citizens to pursue a request for an Auditor General audit.

Can the governing board of a local governmental entity (county or municipality) submit a request for an Auditor General audit of a special district which the county or municipality created?

No, the Committee is not authorized to consider such a request. Because a special district is a separate legal entity, the governing board of the special district must submit the request. However, the county or municipality that created the special district does have the authority to perform a general oversight review of the special district [[Section 189.068, Florida Statutes](#)]. Note: For a dependent special district, such as a CRA, if the county's or municipality's governing board also serves as the CRA's governing board, the members may submit an audit request provided that it receives a favorable vote in a public meeting of the CRA board.

What should a Local Governing Official do if he or she believes that fraud is being committed relating to a governmental entity or government funds?

Committee staff recommends that anyone who becomes aware of potential fraud contact local law enforcement, and if available, provide copies of any documentation to support suspected fraud. Local law enforcement's response will likely depend on the resources it has available and the potential threshold of the suspected fraud (i.e., dollar value of theft). A Local Governing Official may wish to consult with or advise key staff member(s) of the local governmental entity's administration (Manager or Administrator, General Counsel, etc.) provided that they do not appear to be involved with the potential fraud.

What option is available to a citizen if he or she does not have confidence in the financial audit that has been performed of his or her county, municipality, or special district?

If a citizen has specific concerns about the work performed by his or her local government's CPA, he or she may wish to initiate the complaint process set in place by the Florida Board of Accountancy (Board). The Board regulates the behavior and work performed by Florida's CPAs. The Committee has no such authority. Information about the complaint process can be accessed on the website of the Department of Business and Professional Regulation, Division of Certified Public Accounting (Division) [<http://www.myfloridalicense.com/dbpr/cpa/complaint.html>]. The Division provides administrative support to the Board.

If members of a local governmental entity's governing board also share concerns regarding the performance of their CPA, whether or not the concerns rise to the level in which someone contacts the Division, it may be time to select a new auditor. It is generally recommended that entities rotate auditors periodically.¹

What should a Local Governing Official suggest if a citizen indicates that a governmental entity is refusing or has failed to provide public records that he or she has requested?

The Mediation Program at the Attorney General's Office assists in resolving public access disputes. Additional information on Open Government and public records can be obtained by calling (850) 245-0140 or contacting the following address: The Office of the Attorney General, The Capitol, PL-01, Tallahassee, Florida 32399-1050.

If the governing board of a local governmental entity wants an operational audit of their entity, is there another option besides an Auditor General audit?

Yes. The entity may engage its current auditor to perform an operational audit in addition to the financial audit required by [Section 218.39, Florida Statutes](#). Alternately, the entity may engage another CPA or CPA firm to perform the audit. This may be preferred if the entity has used the same auditor to perform the financial audit for an extended period and believes it would benefit from another perspective.

More specifically, what should a Local Governing Official do when he or she receives an audit request from a citizen?

The following are suggestions which a Local Governing Official may wish to consider when evaluating a request for an Auditor General audit:

- If a citizen requests an audit, but does not provide any documentation to support the need for the audit, ask him or her for summary information about the concerns in writing. Hopefully, this will assist the Local Governing Official when determining the need for an audit. If the citizen has a large amount of detailed information, it may be more useful for Committee staff (if an audit is requested) and/or for the Auditor General (if an audit is directed by the Committee) to review the information, due to the amount of time that may be required to review it.
- If only one citizen is requesting an audit, a Local Governing Official may wish to defer a decision to pursue an audit request until and if multiple unrelated citizens also share similar concerns regarding the local governmental entity and an audit appears to be needed.
- If one or more citizens are requesting an audit of the local governmental entity, a Local Governing Official may wish to ask his or her staff to speak to the staff of other governing board members to determine if they are hearing the same concerns from citizens.
- If a Local Governing Official considers pursuing a request for an audit of the local governmental entity when there is an active investigation, for example by the FBI or the FDLE, he or she may wish to hold off on making a decision regarding the audit request until the investigation results are available. If the Auditor General is directed to perform an audit where there is an active investigation, the audit staff will take steps so as to not interfere with the investigation. Also, the Auditor General may not have access to certain records until they are released by law enforcement. The exception is when law enforcement has requested the assistance of the Auditor General.

In what form does an audit request need to be submitted?

All requests must be submitted in writing and should be addressed to the Committee's Chairs. For requests that are approved to be included on a meeting agenda, the written request will be provided to the Committee members and made available to the public in the meeting packet.

¹ In GAAFR -*Governmental Accounting, Auditing and Financial Reporting* (known as the "Blue Book"), Stephen J. Gauthier acknowledges the learning curve required for independent auditors to "gain a thorough understanding of a new client and its environment, including internal controls." He states that, "[a]ccordingly, the use of a multiyear audit contract of at least five years is recommended." He also discusses the concept of auditor rotation, stating that "[a]dvocates of mandatory auditor rotation argue that a periodic change in auditors helps to preserve the auditor's independence from management and that the change in audit personnel helps by providing a 'fresh perspective.' Unfortunately, the high level of specialized expertise needed to perform a quality audit of a state or local government often limits competition, which means that a requirement to change audit firms at the end of the audit contract could have the unintended effect of forcing a government to engage the services of a less qualified audit firm. Accordingly, the GFOA [Government Finance Officers Association] recommends instead that a government make it a policy to undertake a full-scale, competitive audit procurement process at the end of each audit contract, but not foreclose the possibility of the government's current audit firm participating in that process." -2012 edition, Page 772.

What information should be included in an audit request?

In most cases, the request should specify that the Committee direct the Auditor General to perform an operational audit of [entity name or areas/funds that are the subject of the request]. In addition, the request should specify the areas of concern that are the basis for the request (i.e., contracts, purchasing, etc.).

Any documentation the local governmental entity has which supports the need for the audit should also be provided to Committee staff when submitting (or shortly thereafter) an official request. The contents of the letter and any documentation provided will be evaluated by the Committee when determining the need for the audit. If the Committee directs the audit, the Auditor General will include the audit-related areas of concern, specified by the local governmental entity's governing board, within the scope when planning for the audit.

What happens when the Committee receives an audit request?

When a formal audit request is received by the Committee (i.e., a written request submitted by Legislator(s), governing board of an entity, or citizens' petition), generally, Committee staff will review the basis for the request and discuss the issues with Committee's Chairs. Staff will determine whether the Auditor General is authorized by law to perform an audit of the entity. If so, staff will evaluate criteria that include, but may not be limited to, the following: (1) will an Auditor General audit potentially address the concerns that have been raised; (2) have the concerns raised been addressed in other audits or reviews; (3) are the concerns raised serious enough to justify the use of resources necessary to perform an audit; and (4) does the Auditor General have the resources necessary to perform a discretionary audit in addition to the audits that are statutorily mandated.

If the Committee's Chairs determine that the request should be placed on a Committee meeting agenda, and it is approved by the President of the Senate and the Speaker of the House of Representatives, staff will prepare a staff analysis to provide to the Committee members and others with a summary of the audit request and related issues. During the Committee meeting, the requestor (Legislator or representative of a local governmental entity) will be required to present the request to the Committee members, and the members will vote on whether or not to direct the Auditor General to conduct the audit.

When a governing board submits an audit request and it is approved to be included on a Committee meeting agenda, does someone from the local governmental entity need to attend the meeting?

Yes. The Committee handles audit requests similar to how bills are handled in other committees. One or more representatives of the local governmental entity must be in attendance and prepared to speak in support of the audit request. Before the meeting, the individual(s) who plan to speak should fill out a speaker card (available on the podium in the meeting room) and hand it to Committee staff. If more than one individual plans to speak, each may wish to indicate on the speaker card the order in which they wish to speak. Due to time constraints during the meeting, it is generally best to have one or two spokespersons rather than a number of individuals who plan to speak. Committee meetings are scheduled for a specified time period and cannot be extended.

What does the Auditor General have the authority to audit?

The Auditor General has the authority to perform audits of any governmental entity created or established by law; the public records associated with any appropriation made by the Legislature to a nongovernmental agency, corporation, or person; State financial assistance provided to any non-State entity as defined by [Section 215.97, Florida Statutes](#) [Florida Single Audit Act]; and other accounts and records as described in [Section 11.45\(3\), Florida Statutes](#). These audits may be performed either under the Auditor General's own authority or at the direction of the Committee [[Section 11.45\(3\), Florida Statutes](#)]. Although the Auditor General may perform audits of local governmental entities based on his or her own authority, historically these requests have been deferred to the Committee.

What happens when the Committee receives a request from a citizen or an individual local government official?

The Committee receives many requests for audits or information related to concerns that various individuals have regarding the operations of local governmental entities, state agencies, and other entities. As resources allow, Committee staff attempt to obtain additional information in an effort to assist the individuals. If it appears that an audit may be warranted, the citizen or local government official may use the information obtained from Committee staff to pursue an audit request in one of the authorized manners described above.

What are situations in which an audit may not be appropriate?

Often, the Committee will be contacted when a citizen disagrees with a decision made by a local governmental entity's governing board. Examples include property tax or fee increases, salary and benefits increases, and growth

management decisions such as land purchases. Such decisions are generally management policy decisions to be established and adjusted as necessary by the local governmental entity's governing board, based on its authority established in applicable laws, ordinances, rules, and other requirements. Such decisions are not generally audit issues; however, certain aspects of these decisions may be if the laws, ordinances, rules, or other requirements governing the subject area were not followed.

Also, if an area of concern has previously been included as a finding in an audit report or other type of reputable review or investigation, there would be little, if any, benefit in directing the Auditor General to include the concern within the scope of an audit. In general, the resources of the Auditor General are best used to address areas of concern that have not previously been documented or reported.

Some issues may be more appropriately addressed by a review conducted by the Office of Program Policy Analysis and Government Accountability (OPPAGA) rather than by an operational audit performed by the Auditor General. Committee staff work with the staff of both the Auditor General and OPPAGA to determine the best option to address the concerns that have been raised. The Committee also has the authority to direct OPPAGA to conduct reviews; however, most of its work is directed by legislative leadership.

What are examples of issues that are audit-related and may indicate the potential need for an audit?

- Unauthorized use of government credit cards for the purchase of personal items or items not related to the employees' job responsibilities.
- Failure to establish written procedures for the assignment and use of credit cards. If such procedures are established, failure to follow the procedures.
- Failure to establish written policies and procedures necessary to assure the efficient and consistent conduct of accounting and other business-related functions and the proper safeguarding of assets. If such procedures are established, failure to follow the procedures.
- Failure to document that government employees meet the education and experience required for their position.
- Unauthorized payments made to employees, such amounts paid for unused sick or vacation leave contrary to written policies and procedures.
- Failure to timely file an annual financial audit report.
- Failure to document that a public purpose was served for the expenditure of government funds, for example petty cash disbursements.
- Failure to prepare written performance evaluations, if required.
- Failure to maintain records of an entity's assets and perform an annual physical inventory of such assets.
- Failure to follow required procurement procedures when entering into a contract (i.e., multiple quotes, competitive bids, etc.).
- Failure to negotiate and enter into contracts that include adequate provisions to effectively protect the entity's interest.
- For local governmental entities that provide water service, failure to adequately identify and monitor water customer accounts to ensure accounts were billed and payments were timely made. Also, failure to assess rates and charges for water service in accordance with adopted ordinances.
- Failure, for a local governmental entity, to adopt an annual budget. If an annual budget is adopted, failure to amend the budget, if required.
- Failure to timely remove an unauthorized signer (i.e., former employee) from an entity's bank accounts.

An Auditor General audit may cost upwards of \$70,000 and require more than one year before a report is issued. If issues appear to be audit-related but minor, from a cost-benefit standpoint, an Auditor General audit may not be the appropriate method to address the concerns. With that being said, the extent of the seriousness of an issue may not be known until the Auditor General or other audit or investigative staff have an opportunity to review an entity's records.

Are Committee resources available if a Local Governing Official is not certain that an audit request is appropriate in response to a citizen's concerns?

Yes, Committee staff are available to assist officials in determining whether an audit request appears to be appropriate. However, please understand that this often requires some time due to other staff responsibilities and the research that may be required.

If the Committee directs an audit, what type of audit will the Auditor General perform?

In most cases the Auditor General will perform an operational audit. The focus of an operational audit is to evaluate management's performance in establishing and maintaining internal controls and administering assigned responsibilities in accordance with laws, rules, regulations, contracts, grant agreements, and other guidelines. Most audits directed by the Committee are for audits of local governmental entities (counties, municipalities, and special districts). All counties, most municipalities, and many special districts are required to obtain an annual financial audit conducted by a CPA selected by the entity. The primary focus of a financial audit is to examine the financial statements to provide reasonable assurance about whether they are fairly presented in all material respects.

How soon will a Committee-approved Auditor General audit be performed?

Audits performed by the Auditor General can require considerable time and resources. Once audit planning begins, it will, in most instances, be at least several months before the final audit report is published. Some audit reports are not released for more than a year after the audit is directed by the Committee. The time required to conduct the audit will vary depending on the scope of the audit, the cooperation of the audited entity's staff, the completeness of entity records, any Auditor General staffing issues, and other factors.

Factors involved in the time required to perform an audit include:

- The Auditor General conducts the audit in accordance with generally accepted government auditing standards set forth in *Government Auditing Standards*, issued by the Comptroller General of the United States. These professional auditing standards include requirements relating to audit planning, fieldwork, and reporting that must be completed when conducting the audit and issuing the report. The application of such require time to complete.
- [Section 11.45\(4\)\(d\), Florida Statutes](#), provides that, at the conclusion of the audit, the Auditor General, or his or her designated representative, discuss the audit with the entity's governing official and management and submit to the official the list of findings which may be included in the audit report. The official is required to submit to the Auditor General, within 30 days after the receipt of such list of findings, a written explanation or rebuttal concerning such list of findings, including corrective action to be taken to preclude a recurrence of the findings, which will be included in the audit report.
- Typically the Auditor General is provided latitude to schedule the audit so that it does not interfere with his or her ability to timely complete statutorily mandated projects.

At times the Committee may allow the Auditor General to include the concerns raised in an audit request within a regularly scheduled audit. The Auditor General is required, by law, to conduct an operational audit of each state agency, State university, State college, district school board, and some other entities at least once every three years. If the Committee receives an audit request related to one of these entities and determines that the Auditor General should conduct an audit related to the issue of concern, the Committee may choose to direct the Auditor General to include the issue in his or her next regularly scheduled audit of the entity. Factors to consider would likely include the severity of the issue and the timing of the entity's next scheduled audit. The Auditor General's Annual Report, available on the Auditor General's website, includes a two-year projected work plan.

How many audits each year does the Auditor General perform?

Each year the Auditor General publishes approximately 200 reports. These reports include financial audits, operational audits, performance audits, Florida Education Finance Program (FEFP) examinations, quality assessment reviews, and several reports based on the Auditor General's review of audit reports submitted by local governmental entities, district school boards, charter schools and charter technical career centers. Most reports issued by the Auditor General are required by law. For example, the Auditor General is required to perform an operational audit of all state agencies, state colleges and universities, and district school boards at least once every three years. Please see [Section 11.45\(2\), Florida Statutes](#), for a list of many of the audits the Auditor General is required to perform. The Auditor General is not required by law to perform audits of local governmental entities; therefore, most requests submitted to the Committee are for audits of counties, municipalities, and special districts. Because of the resources required to perform the statutorily required audits, the Auditor General is limited in the number of additional (discretionary) audits he or she can perform. It is unusual for the Committee to direct more than three or four audits per year.

What occurs after the Committee directs an audit?

Once the Committee directs the Auditor General to perform an audit, the Committee and its staff are no longer involved. As the Auditor General begins planning for the audit, staff will contact individuals who may have additional information, such as those who initiated the audit request. For a request that has been submitted by a Local Governing Board, staff will contact the contact person as provided by the Local Governing Board.

How much does an audit cost?

Audit costs vary depending, in part, on the scope of the audit, what the auditors find during the engagement, and travel costs; they do not generally relate to the size of an entity's budget, number of employees, or population of the entity. Historically, the cost of local government audits performed by the Auditor General have often been in the \$70,000-\$80,000 range.

Audits performed based on a petition from citizens or a majority vote of the governing board of a local governmental entity are required to be paid for by the local governmental entity. An exception occurs if the Auditor General determines a municipality does not have the resources to pay for an audit directed by a petition.

If a Legislator requests an audit of a local governmental entity and the Committee directs the Auditor General to perform the audit, how much will the local governmental entity be required to pay?

There will be no cost to the local governmental entity for an audit directed by the Committee based on a Legislator's request. The Auditor General will absorb the cost within his or her operating budget. Please be mindful that taxpayer funds are used and that operational audits performed by the Auditor General require a significant amount of time and resources.

What occurs after the audit is complete?

Prior to the publication of the final audit report, the preliminary and tentative (P&T) findings will be presented to the audited entity. By law, the entity is provided 30 days in which to respond to the findings. The response is required to be included in the audit report, and the Auditor General may make revisions to the audit report, based on the entity's response, and any additional documentation provided by the entity, before the final audit report is published.

The Auditor General does not have any enforcement authority. Once an audit report is issued, it is the responsibility of the appropriate elected or appointed officials and their staff to implement corrective action to address the audit findings. For example, in the case of an audit of a municipality, it would be the responsibility of the municipality's governing body (council or commission) and management. Residents of the municipality and other stakeholders may also influence the municipality's action to resolve outstanding audit findings.

If fraud is suspected, the Auditor General may be required by professional standards to report it to those charged with governance of the entity and also to the appropriate law enforcement authorities. Audit reports released by the Auditor General are routinely filed with law enforcement authorities.

For an audit of a local governmental entity, the Auditor General is required to perform appropriate follow-up procedures no later than 18 months after the release of the original audit report. The purpose of the follow-up procedures is to determine the entity's progress in addressing the audit findings and recommendations that were reported and in most cases will issue a second report. Local governmental entities are not required to pay for the cost of this follow-up audit.

If one or more audit findings are reported in three successive audits of a State university, State college, district school board, charter school, charter technical career center, or local governmental entity, the Auditor General is required to report such to the Committee. The Committee may follow the process established in Sections [11.45\(7\)\(i\)](#) or [218.39\(8\)](#), *Florida Statutes*, as appropriate.

The Committee's Chairs may decide to hold a hearing to discuss the audit findings. If so, Auditor General staff will present the audit findings, and representatives of the local governmental entity will be requested to attend the hearing to respond to the audit findings and any questions that the Committee members may have concerning the audit findings.

What other responsibilities does the Committee have in addition to directing the Auditor General to perform audits?

Most of the Committee's responsibilities relate to state and local government oversight. Specific areas include the following:

- Monitor and enforce financial reporting requirements for local governmental entities (counties, municipalities, and special districts) and educational entities (district school boards, charter schools, and charter technical career centers).

- Monitor and enforce entities' failure to correct repeat audit findings that have been reported in three successive audit reports. These entities include state colleges and universities, district school boards, charter schools and charter technical career centers, county offices, municipalities, and special districts.
- Monitor state agencies' efforts to correct findings reported in Auditor General audit reports
- Monitor entities that meet a condition of a financial emergency and provide assistance to the Governor and the Commissioner of Education, as appropriate. These entities include counties, municipalities, special districts, district school boards, charter schools, and charter technical career centers.
- Appoint the Auditor General when a vacancy occurs.
- Direct OPPAGA to perform reviews.
- Hold Committee hearings on Auditor General and OPPAGA reports.
- Report on the status of and provide recommendations related to Transparency Florida, a website created to provide citizens with greater access to government spending.

In addition to the state and local government responsibilities listed above, the Committee facilitates audits of lobbying firms' compensation reports. The [Committee's website](#) provides details related to each of these areas of responsibility.

What resources are available to assist elected officials, who may not have a financial background, better understand audits and related government financial information?

The Government Finance Officers Association (GFOA) offers a number of publications which include:

- *An Elected Official's Guide to Auditing*
- *An Elected Official's Guide: Audit Committees*
- *An Elected Official's Guide to Government Finance*
- *An Elected Official's Guide: Interpreting Local Government Financial Statements - How to Avoid 25 Common Mistakes*
- *An Elected Official's Guide to Internal Controls*

Most of these publications are available from the GFOA website (www.gfoa.org; Select "Products and Services" tab and then "Publications").

Also, the Florida Government Finance Officers Association (FGFOA) provides information on its website (www.fgfoa.org). For example, to view [PowerPoint presentations](#) from the association's conferences, select the "Resources" tab and then "Presentations." The FGFOA's [Basic Government Resource Manual](#) is also accessible from the "Resources" tab.

For Additional Information

- Review audit reports performed by and submitted to the Auditor General.
- All such reports are available on the [Auditor General's website](#). See "[How to Access Audit Reports](#)," a Quick Link accessible from the [Committee's home page](#) (Google search: FL JLAC to access home page).
- Review audit requests that have been included on a Committee meeting agenda. See "[Meeting Packets](#)," a Quick Link accessible from the [Committee's home page](#). For example, see Meeting Packets for (1) [April 1, 2013](#), for requests for audits of the City of Hampton – Legislator request (page 4), City of Starke – Legislator request (page 17), and the Delray Beach Community Redevelopment Agency – Legislator request (page 29); and (2) [February 16, 2015](#), for requests for audits of the City of North Miami – City Council request (page 5), City of Archer – Petition request (page 13), and the Health Care District of Palm Beach County – Legislator request (page 23). Follow directions listed in the previous bullet to also access the resulting audit reports.

AGENDA ITEM REPORT



To:

Subject: Acting Police Sergeant Pay Correction W/Backpay

Meeting: 10 11 2023 DRAFT REGULAR COMMISSION MEETING - Oct 11 2023

Department: Legal

Staff Contact: Geoffrey Jacobs, Commissioner

BACKGROUND INFORMATION:

At our recent workshop, Police Chief Ra Shanna Dapney-Donovan articulated that all acting officers have been rightfully compensated with a 10% increment in their remuneration. This assertion, however, diverges from the guidelines stipulated in the Town of Pembroke Park Employee Handbook of December 2021... The Chief was wrong! According to the handbook, "temporary reassignment to a higher grade and additional responsibility shall be compensated at the minimum of the new pay grade or the current pay with up to a 10% increase, whichever is greater." Upon reviewing the pay structure, it is discernible that for the three acting sergeants, the minimum salary of the new pay grade surpasses their existing pay even with a 10% augmentation. This discrepancy underscores the necessity for a thorough re-evaluation and rectification of the acting sergeants' compensation to align with the stipulated guidelines and ensure equitable remuneration for their elevated responsibilities.

FINANCIAL IMPACT:

To be determined by the finance director.

POLICY IMPLICATIONS:

Police Chief Ra Shanna Dapney-Donovan appears to be in deviation from the guidelines set forth in the Town of Pembroke Park Employee Handbook and might require further training on the pertinent matter.

RECOMMENDATION:

Rectify the compensation of the three acting police Sergeants in accordance with the Town of Pembroke Park Employee Handbook, December 2021, inclusive of back pay, to amend the oversight previously made by Police Chief Ra Shanna Dapney-Donovan.

ATTACHMENTS:

[IMG 8457](#)

[IMG 1170](#)

Status:

Jacobs Horowitz, Interim Town
Attorney

Approved - Oct 04 2023

Aleem Ghany, Public Services
Director

Approved - Oct 04 2023

Marlen Martell, Town Clerk

Approved - Oct 04 2023

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



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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.

Payroll History

Report Runtime Settings

NAME	JOB TITLE	RATE	PAY DATE	GROSS PAY	TAKE HOME	DIRECT DEPOSIT : CK1-CHECKING	DIRECT DEPOSIT : CK2-CHECKING	REGULAR HOURS	OVERTIME HOURS	ADDITIONAL HOURS : HLW-HOLIDAY WORKED	ADDITIONAL HOURS : HOL	ADDITIONAL HOURS : SCK-SICK	ADDITIONAL HOURS : VAC-VACATION	TOTAL HOURS	REG EARN
Cason, Duwayne	404-Police Sergeant	\$43.46	07/14/2023	3,695.49	2,716.96	2,716.96		72.00	26.00		12.00			110.00	2,
Cason, Duwayne	404-Police Sergeant	\$43.46	07/28/2023	4,316.30	3,139.16	3,139.16		84.00	32.00					116.00	2,
Cason, Duwayne	404-Police Sergeant	\$43.46	08/11/2023	4,493.52	3,258.48	3,258.48		84.00	44.00					128.00	2,
Cason, Duwayne	404-Police Sergeant	\$29.56	08/25/2023	9,261.09	6,300.41	6,300.41		84.00	25.00					109.00	3,
Cason, Duwayne	404-Police Sergeant	\$29.56	09/08/2023	4,546.71	3,293.61	3,293.61		84.00	36.00					120.00	2,
Cason, Duwayne	404-Police Sergeant	\$29.56	09/22/2023	4,107.79	2,997.38	2,997.38		84.00	27.00					111.00	2,
Dodge, Brian Christopher	404-Police Sergeant	\$29.56	07/14/2023	2,538.15	1,974.39	1,974.39		72.00			12.00			84.00	2,
Dodge, Brian Christopher	404-Police Sergeant	\$41.40	07/28/2023	2,981.62	2,370.62	2,370.62		84.00	2.00					86.00	2,
Dodge, Brian Christopher	404-Police Sergeant	\$41.40	08/03/2023	2,981.62	2,370.62	2,370.62									2,
Dodge, Brian Christopher	404-Police Sergeant	\$41.40	08/03/2023	-2,981.62	0.00			-84.00	-2.00					-86.00	-2,
Dodge, Brian Christopher	404-Police Sergeant	\$41.40	08/11/2023	2,981.50	2,370.52	2,370.52		72.00	10.00				12.00	94.00	2,
Dodge, Brian Christopher	404-Police Sergeant	\$29.56	08/25/2023	5,326.46	4,288.52	4,288.52		60.00	10.00			24.00		94.00	2,
Dodge, Brian Christopher	404-Police Sergeant	\$29.56	09/08/2023	2,786.42	2,196.22	2,196.22		84.00						84.00	2,
Dodge, Brian Christopher	404-Police Sergeant	\$29.56	09/22/2023	3,127.82	2,501.26	2,501.26		72.00	3.00	12.00				87.00	2,
Mobley, Eugene Edward	404-Police Sergeant	\$3,581.62	07/14/2023	2,811.58	2,133.34	2,133.34		72.00	7.00		12.00			91.00	2,
Mobley, Eugene Edward	404-Police Sergeant	\$3,581.62	07/28/2023	4,053.05	2,977.66	2,977.66		84.00	29.00					113.00	2,
Mobley, Eugene Edward	404-Police Sergeant	\$3,581.62	08/11/2023	4,540.65	3,306.66	3,306.66		59.00	46.00			13.00	12.00	130.00	1,
Mobley, Eugene Edward	404-Police Sergeant	\$29.56	08/25/2023	4,751.31	3,445.85	3,445.85		84.00	18.00					102.00	3,
Mobley, Eugene Edward	404-Police Sergeant	\$29.56	09/08/2023	3,188.42	2,389.63	2,389.63		84.00	9.00					93.00	2,
Mobley, Eugene Edward	404-Police Sergeant	\$29.56	09/22/2023	3,578.57	2,654.95	2,654.95		84.00	17.00					101.00	2,
Totals For Company Code P2E:		\$11,336.41		73,086.45	56,686.24	42,959.10	13,727.14	1,319.00	339.00	12.00	36.00	37.00	24.00	1,767.00	44,

AGENDA ITEM REPORT



To:

Subject: HR analysis

Meeting: AGENDA REGULAR COMMISSION MEETING - Oct 11 2023

Department: Administrative

Staff Contact: Aleem Ghany, Public Services Director



S. RENÉE NARLOCH
& ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

A PROPOSAL TO CONDUCT
EXECUTIVE RECRUITMENT SERVICES
FOR
HUMAN RESOURCES DIRECTOR
ON BEHALF OF THE
TOWN OF PEMBROKE PARK, FL

S. RENÉE NARLOCH, PRESIDENT
2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309
P 850.391.0000
info@srnsearch.com

www.srnsearch.com



October 6, 2023

Ms. Stephanie Woodbury
Executive Assistant to the Public Services Director
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

Dear Ms. Woodbury:

We appreciate the opportunity to provide the Town of Pembroke Park with a proposal to conduct a search for the position of Human Resources Director. Our proposal includes an overview of our qualifications and costs related to our services.

With respect to this recruitment for the Town of Pembroke Park, you should know:

- S. Renée Narloch & Associates has extensive experience conducting quality searches that result in the placement of candidates ideally suited to clients' needs. S. Renée Narloch & Associates is incorporated in Florida and is a small, woman-owned business. For many years, Ms. Narloch, President, served as the Senior Vice President of Recruitment for a national public sector consulting firm, responsible for recruitments in 40+ states. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide.
- S. Renée Narloch & Associates is currently conducting recruitments on behalf of the **City of St. Cloud, FL** (Finance Director); **City of Sugar Land, TX** (Director of Finance; Director of Budget & Strategy); **Leon County, FL** (Grants Manager); and the **Housing Authority of the City of Tulsa, OK** (Director of Real Estate Development); and **Opportunity Home San Antonio, TX** (Chief Real Estate Officer).
- Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the **Pinellas County Sheriff's Office, FL** (Human Resources Director); **City of St. Cloud, FL** (Human Resources & Risk Management Director; Police Chief; Information Technology Director; Environmental Utilities Director); **City of Fort Lauderdale, FL** (Deputy Director of Human Resources; City Manager; City Attorney; Assistant City Manager; Finance Director; Director of Sustainable Development; Building Official); **City of Tallahassee, FL** (City Manager; Fire Chief; Airport Director; Director of Human Resources); **City of Delray Beach, FL** (City Attorney); **City of Miami Beach, FL** (City Manager); **Miami-Dade County, FL, Public Housing and Community Development** (Director of Public Housing Division; PHCD Development Director; RAD Program

2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309 ♦ T 850.391.0000



S. RENÉE NARLOCH
& ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

Manager; Housing Choice Voucher Division Director); *City of Coral Springs, FL* (City Manager; Deputy City Managers (2); Director of Economic Development; Director of Financial Services); *Cumberland County, NC* (Human Resources Director; Assistant County Manager Community Services); *San Antonio Housing Authority (SAHA), TX* (Director of Human Resources; Director of Community Development Initiatives; Development Services & Neighborhood Revitalization Officer; Director of Information Technology; President and CEO; Director of Federal Housing Programs; Chief Operating Officer; Director of Communications and Public Affairs); *Dallas County, TX* (Human Resources Director); *Sedgwick County, KS* (Director of Human Resources; County Manager; Health Department Director); and many others. Ms. Narloch will conduct the recruitment for the Human Resources Director for the Town of Pembroke Park. A sample of past clients is included in our proposal (Clients, Page 7).

- S. Renée Narloch & Associates has highly trained staff, a vast network of contacts and professional affiliations in public sector management, and a proven recruitment process tailored to our clients' needs, which will result in a quality pool of candidates.

Thank you for your consideration. Please do not hesitate to contact us at 850.391.0000 should you have questions or need additional information.

Sincerely,

S. Renée Narloch, President

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ABOUT US

OUR UNDERSTANDING OF THE REQUESTED SERVICES

S. Renée Narloch & Associates is highly qualified to assist the Town of Pembroke Park in the recruitment of the new Human Resources Director. We have extensive experience providing recruitment services, ranging from the initial contact with candidates to the successful hiring and placement of candidates.

We are able to successfully manage all aspects of the recruitment process. We will work closely with the Town to protect the integrity of the recruitment and to ensure a successful outcome. The Town can be assured we will place a high priority on this recruitment, and our dedicated staff will provide their full attention throughout the entire recruitment process. Our recruiters have serviced hundreds of public sector clients, and we understand the importance of an objective and thorough process.

PRIMARY CONTACT

Ms. S. Renée Narloch, President, will conduct the Human Resources Director recruitment for the Town of Pembroke Park. Her contact information is as follows:

S. Renée Narloch, President
2910 Kerry Forest Pkwy D4-242
Tallahassee, FL 32309
P: 850.391.0000
Email: reneen@srnsearch.com
Website: www.srnsearch.com

OUR FIRM HISTORY AND EXPERIENCE

S. Renée Narloch & Associates' recruiters are known throughout the industry as leading public sector recruiters by both clients and candidates. We have a reputation for conducting quality searches that result in the placement of candidates ideally suited to meet our clients' needs. We pride ourselves on our responsiveness to clients and candidates, and we assure the Town of Pembroke Park that the highest caliber of service will be provided throughout the recruitment process.

S. Renée Narloch & Associates is incorporated in the State of Florida and is a small, woman-owned business. For many years, Ms. Narloch served as the Senior Vice President of Recruitment for a national public sector consulting firm. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide. In addition, our firm is comprised of individuals who are highly trained and experienced in the recruitment of public sector executives. Our office is located in Tallahassee, Florida.

S. Renée Narloch & Associates is currently conducting recruitments on behalf of the [City of St. Cloud, FL](#) (Finance Director); [City of Sugar Land, TX](#) (Director of Finance; Director of Budget & Strategy); [Leon County, FL](#) (Grants Manager); and the [Housing Authority of the City of Tulsa, OK](#) (Director of Real Estate Development); and [Opportunity Home San Antonio, TX](#) (Chief Real Estate Officer).

Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the [Pinellas County Sheriff's Office, FL](#) (Human Resources Director); [City of St. Cloud, FL](#) (Human Resources & Risk Management Director; Police Chief; Information Technology Director; Environmental Utilities Director); [City of Fort Lauderdale, FL](#) (Deputy Director of Human Resources; City Manager; City Attorney; Assistant City Manager; Finance Director; Director of Sustainable Development; Building Official); [City of Tallahassee, FL](#) (City Manager; Fire Chief; Airport Director; Director of Human Resources); City of Delray Beach, FL (City Attorney); [City of Miami Beach, FL](#) (City Manager); [Miami-Dade County, FL, Public Housing and Community Development](#) (Director of Public Housing Division; PHCD Development Director; RAD Program Manager; Housing Choice Voucher Division Director); [City of Coral Springs, FL](#) (City Manager; Deputy City Managers (2); Director of Economic Development; Director of Financial Services); [Cumberland County, NC](#) (Human Resources Director; Assistant County Manager Community Services); [San Antonio Housing Authority \(SAHA\), TX](#) (Director of Human Resources; Director of Community Development Initiatives; Development Services & Neighborhood Revitalization Officer; Director of Information Technology; President and CEO; Director of Federal Housing Programs; Chief Operating Officer; Director of Communications and Public Affairs); [Dallas County, TX](#) (Human Resources Director); [Sedgwick County, KS](#) (Director of Human Resources; County Manager; Health Department Director); and many others. Ms. Narloch will conduct the recruitment for the Human Resources Director for the Town of Pembroke Park. She will be assisted by other senior staff members, as outlined in this proposal (The Team, Page 6). A sample of past clients is included in our proposal (Clients, Page 7).

We maintain a database of potential candidates, and our vast network of contacts and resources will be invaluable in identifying outstanding candidates, including those who may not be currently looking for opportunities. Our experience, combined with our proven recruitment process, expansive network of contacts, and knowledge of outstanding candidates, will ensure the Town of Pembroke Park has a quality group of finalists from which to select the new Human Resources Director.

SMALL BUSINESS/MINORITY BUSINESS

S. Renée Narloch & Associates is, by federal and state guidelines, considered a small, woman-owned business based on the size of our firm, our annual business earnings, and the percentage of ownership held (100%) by a woman/minority.

STATEMENT OF PROFESSIONAL STANDARDS

S. Renée Narloch & Associates believes in sound and ethical business practices. We understand that confidence and respect are imperative to our success. Our services to clients and candidates involve relationships that depend on good faith efforts. We conduct business forthrightly with no intentional misrepresentations, which could mislead clients or candidates. We refrain from using any sourcing techniques that involve deception or falsehood and do not engage in activities that violate antitrust laws. Communication between us, our clients, and candidates is impartial and accurate. We make a concerted effort to see that the position, our clients, and candidates are represented honestly and factually. We honor the confidentiality of proprietary information received from clients and candidates and will disclose any knowledge of potential conflicts of interest to client agencies and candidates.

OUR RECRUITMENT PROCESS

S. Renée Narloch & Associates' unique, client-driven approach to executive search will ensure that the Town of Pembroke Park has a pool of high-quality candidates from which to select the new Human Resources Director. Outlined below are the services we provide in our recruitment process.

DEVELOPING THE CANDIDATE PROFILE

Our understanding of the Town's requirements will be the foundation of a successful search. We will work directly with Town staff and others involved in the process in order to learn as much as possible about what the organization expects of a new Human Resources Director. We can also meet with other key staff or community members to gather information. We want to learn about the values and culture of the organization, as well as understand the current issues, challenges, and opportunities that face the Town of Pembroke Park. We also want to be fully acquainted with the Town's expectations regarding the knowledge, skills, and abilities sought in the ideal candidate, and we will work with your organization to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. As part of this process, we will provide an evaluation of the compensation and benefits of the Human Resources Director position. Based on these discussions, we will develop a profile that addresses the responsibilities, core competencies and professional characteristics and traits, education and training, operational and organizational issues, and other factors relevant to this position. The profile that we develop together at this stage will guide our recruitment efforts.

ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the Town's needs, we will design an effective advertising campaign that is appropriate for the recruitment. We will focus on professional journals that are specifically suited to the Human Resources Director search, such as the ICMA Newsletter, utilizing venues that will ensure a diverse pool of applicants, including qualified minority and women candidates. We will also utilize social media and will develop a professional recruitment brochure on the Town's behalf that will discuss the community, organization, position, and compensation. Once completed, we will mail the brochure to an extensive audience, making them aware of the exciting opportunity with the Town of Pembroke Park.

RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database of thousands of candidates and our contacts in the field, we will conduct an aggressive outreach effort that includes making personal calls to prospective applicants in order to identify and recruit outstanding candidates, including qualified minority and women candidates. We realize that the best candidate is often not looking for a new job, and this is the person that we actively pursue to become a candidate. Aggressively marketing the Human Resources Director position to prospective candidates will be essential to the success of the search.

SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen all resumes and cover letters using the criteria established in our initial meetings to narrow the field of candidates.

PRELIMINARY INTERVIEWS

We will conduct preliminary interviews with the top 10 to 12 candidates in order to determine which candidates have the greatest potential to succeed in your organization. During the interviews, we will explore each candidate's background and experience as it pertains to the Human Resources Director position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills, and abilities. We will devote specific attention to determining the likelihood of the candidate's acceptance of the position if an offer of employment is made.

PUBLIC RECORDS SEARCH

Following the interviews, we will conduct a review of published articles that reference each candidate. Various sources will be consulted, including Lexis-Nexis™, a newspaper/magazine search engine, Google, and local papers from the communities in which the candidates have worked. This brings to our attention any further detailed inquiries that we may need to make at this time.

RECOMMENDATIONS

Based on the information gathered through meetings with your organization and preliminary interviews with candidates, we will typically recommend three to five candidates for your consideration. We will prepare a report on each candidate that focuses on the results of our interviews and public record searches, to include detailed information pertaining to the candidates' professional experiences and accomplishments, strengths and potential gaps, and background information. We will make specific recommendations, but the final selection of those to be considered will be up to you.

FINAL INTERVIEWS

Our years of experience will be invaluable as we help you to develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel, or assessment center process. We will provide you with suggested interview questions and rating forms, and we will be present at the interviews to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience since the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

BACKGROUND CHECKS/DETAILED REFERENCE CHECKS

Based on final interviews, we will conduct a credit, criminal, civil litigation, and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to provide the names of their supervisors, subordinates, and peers for the past several years. Additionally, we will make a point of speaking confidentially to individuals known to have insight into a candidate's abilities, but who may not be on his/her preferred list of contacts. At this stage in the recruitment, we will also verify candidates' educational backgrounds and any required certifications.

NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Our experience provides us with insight into current industry standards and expectations in negotiating contracts, and we will be available to advise you regarding current approaches to difficult issues such as housing and relocation. Working to secure the appointment of your chosen candidate, we will represent your interests and advise you regarding salary, benefits, and employment agreements. We have the expertise to turn a very sensitive aspect of the recruitment into one that is viewed positively by both you and the candidate.

COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment, we will provide the Town with updates on the status of the search, and we will provide a schedule for actions and deliverables at the beginning of the process. We will also take care of all administrative details on your behalf. Candidates will receive personal correspondence advising them of their status at each critical point during the recruitment. In addition, we will respond to inquiries about the status of their candidacy within 24 hours. Every administrative detail will receive our attention.

THE TEAM

Our staff at S. Renée Narloch & Associates is comprised of a diverse group of individuals who have extensive experience in the recruitment of public sector executives. The team assigned to the Human Resources Director search will include Ms. Narloch, who will be the lead consultant, with assistance from Mr. Elliott Pervinich and Ms. Liana Velez Thompson.

S. RENÉE NARLOCH, PRESIDENT

Ms. Narloch is the President of S. Renée Narloch & Associates and the Director of our office located in Tallahassee, Florida. She is recognized as one of the nation's leading public sector recruiters. She has more than 25 years of experience conducting public sector recruitments and has participated in more than 400 searches nationwide. Prior to forming S. Renée Narloch & Associates, Ms. Narloch spent ten years as the Senior Vice President of a public sector executive search firm with responsibilities for clients in 40 states from Texas northward to the East Coast. She also previously served as a Senior Recruiter with DMG and MAXIMUS with sole responsibility for the firm's executive search practice in the Southeastern, Mid-Atlantic, and Mid-Western states. Ms. Narloch is considered an expert in public sector recruitment and is often a guest speaker at the International City/County Management Association (ICMA) Annual Conference. Ms. Narloch received her Bachelor of Science degree in Information Studies, summa cum laude, from Florida State University, Tallahassee, Florida.

ELLIOTT S. PERVINICH, VICE PRESIDENT

Mr. Pervinich is the Vice President of S. Renée Narloch & Associates' office located in Tallahassee, Florida. He concentrates on client outreach and business operations. Mr. Pervinich previously worked for a local city government in central Texas as a team-building trainer and facilitator in corporate development, which has given him great insight into the needs of our clients. He has twelve years of experience working in executive administration in both the local government and the for-profit sectors. Mr. Pervinich received his Bachelor of Science degree in Recreation and Leisure Services Administration from Florida State University, Tallahassee, Florida.

LIANA VELEZ THOMPSON, SENIOR CONSULTANT

As a Senior Consultant with S. Renée Narloch & Associates, Ms. Thompson is responsible for research, candidate recruitment, screening, reference checks, and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search. Prior to joining S. Renée Narloch & Associates, Ms. Thompson spent several years in the field of special education. Ms. Thompson received her Bachelor of Arts degree, magna cum laude, and a Master of Special Education from Florida State University, Tallahassee, Florida.

CLIENTS/REFERENCES

CLIENTS

S. Renée Narloch & Associates' recruiters have extensive experience, placing more than 400 public sector professionals. Below is a list of some of the clients for which Ms. Narloch has recruited in the last few years. For a complete client list, please contact us.

City of Boca Raton, FL Building Official; Risk Manager	Portsmouth Redevelopment & Housing Authority (PRHA), VA Executive Director
City of Dunedin, FL Community Development Director; Communications Director; City Manager; Finance Director; City Clerk	Housing Authority of the City of Tulsa, OK President/CEO; VP/CFO
City of St. Pete Beach, FL Building Official	New Orleans Redevelopment Authority, LA Executive Director
City of Coral Springs, FL City Manager; Director of Economic Development; Deputy City Manager (2 positions); Director of Finance; Police Chief	City of Oak Creek, WI City Administrator
City of St. Cloud, FL IT Director; Environmental Utilities Director; Human Resources & Risk Management Director; Police Chief	Houston Housing Authority, TX President/CEO
City of Delray Beach, FL City Attorney	City of Durham, NC Director of Technology Solutions
Broward County, FL Assistant Director of Economic & Small Business Development; County Attorney; Port Everglades Chief Executive/Port Director; Port Everglades Director of Business Development	Cumberland County, NC Assistant County Manager - Community Support Services; Human Resources Director
Sumter County, FL Public Works Director; Fire Chief; Development Services Director; Assistant Public Works Director Engineer; Staff Engineer	City of Fort Lauderdale, FL Finance Director; City Manager; Assistant City Manager; Building Official; City Attorney; Director of Sustainable Development; Deputy Director of Human Resources
Workforce Development Board (WDB), OH Executive Director/CEO	City of Sugar Land, TX Assistant Director of Finance; Director of Budget & Strategy
City of San Antonio, TX Assistant Finance Director - Procurement	City of Topeka, KS City Manager; Administrative and Financial Services Director
San Antonio Housing Authority (SAHA), TX Director of Community Development Initiatives; Development Services & Neighborhood Revitalization Officer; Director of Information Technology; Director of Human Resources; President and CEO; Director of Federal Housing Programs; Chief Operating Officer; Director of Communications and Public Affairs	Rochester-Genesee Regional Transportation Authority (RGRTA), NY Chief Executive Officer (CEO)
SOS Children's Villages - Florida Chief Executive Officer	City of Arlington, TX Deputy City Manager; Parks & Recreation Director
Virginia Commonwealth University (VCU), Richmond, VA Police Chief	Florida Public Transportation Association Executive Director
Alexandria Redevelopment and Housing Authority (ARHA), VA Chief Executive Officer	Leon County (Tallahassee), FL Building Official

City of Austin, TX
 Assistant Director, Public Works Engineering and Project Delivery
 City of Dallas, TX
 Assistant Director of Transportation Operations; Assistant Director of Water Utilities; City Manager; City Attorney; Managing Director of Environmental Quality; Assistant Director of Street Services (Maintenance)
 El Paso Water Utilities-Public Service Board, TX
 President/CEO
 Louisiana Housing Corporation, LA
 Executive Director
 Children's Board of Hillsborough County, FL
 Executive Director
 Alachua County, FL
 County Manager
 Housing Authority of the City of Brownsville, TX
 Chief Executive Officer
 Pasco County, FL
 County Manager
 Lee County, FL
 County Manager; County Attorney
 Pinellas Suncoast Transit Authority (PSTA), FL
 Chief Financial Officer
 City of Tallahassee, FL
 City Manager; Human Resource Director; Fire Chief; Director of Airport; Assistant General Manager - Underground Utilities & Public Infrastructure (Engineering Division)
 Orange County, FL
 Chief of Corrections
 Hillsborough County, FL
 Director of Head Start; Affordable Housing Services Director; County Administrator
 City of Quincy, FL
 Finance Director
 Fort Worth Housing Authority, TX
 President/CEO
 Wake County, NC
 County Manager
 Metropolitan Washington Airports Authority, DC
 Vice President for Public Safety
 Sebring Airport Authority (SAA), FL
 Airport Manager
 Scott Consolidated Emergency Communications Center (Scott County, IA)
 Emergency Services Dispatch Director
 City of Virginia Beach, VA
 Deputy City Manager; Assistant Human Services Director
 Wayne County, MI
 Deputy Chief Director of Personnel; Chief Deputy CFO

City of Coconut Creek, FL
 City Attorney
 City of Newport News, VA
 Fire Chief
 City of Margate, FL
 City Attorney; Director of Environmental and Engineering Services
 City of West Palm Beach, FL
 Director of Public Utilities; Director of Engineering Services
 City of Rye, NY
 City Manager
 Franklin County, OH
 County Administrator; Animal Care & Control Services Director; Director of Job & Family Services
 Sedgwick County, KS
 County Manager; Health Department Director; Director of Human Resources
 City of Wichita, KS
 Director of Law; Director of Housing & Community Services
 Dallas County, TX
 Director of Human Resources
 Palm Beach County, FL
 County Administrator; Director of Capital Improvements
 South Padre Island, TX
 Convention & Visitors Bureau Director
 Town of Lake Lure, NC
 Town Manager; Project Manager
 Town of Addison, TX
 City Manager
 Durham County, NC
 Fire Marshal/City-County Emergency Management Director
 City of Hallandale Beach, FL
 Comptroller
 Community Coordinate Care for Children (4C), FL
 Chief Officer of Education
 Person County, NC
 County Manager
 Cincinnati Metropolitan Housing Authority (CMHA), OH
 Director of Accounting
 Centre Area Transportation Authority (CATA), PA
 Director of Transportation, Director of Finance, Data Analyst
 TOHO Water Authority, FL
 Executive Director; General Counsel
 City of Thomasville, GA
 City Manager; Assistant City Manager; City Engineer

Western Reserve Transit Authority, OH
Executive Director
City of Charlottesville, VA
City Manager
Greater Richmond Transit Co (GRTC), VA
Chief Executive Officer
Collier County, FL
Director of Facilities Management
City of Dania Beach, FL
City Manager
City of Washington, IL
City Administrator
Consolidated Dispatch Agency (Tallahassee), FL
Director

York County, SC
County Manager
Miami-Dade County, FL, Public Housing and
Community Development
Director of Public Housing Division; PHCD
Development Director; RAD Program Manager;
Housing Choice Voucher Division Director
International Association of Campus Law
Enforcement Administrators (IACLEA), MD
Executive Director
Johnson County, KS
County Auditor; County Appraiser; Chief Legal
Counsel
City of Baytown, TX
Police Chief; Director of Public Affairs; City
Attorney; Assistant City Manager

REFERENCES

Clients and candidates provide the best testament to our ability to conduct quality searches. Listed below are a few clients for whom Ms. Narloch has conducted searches. The average tenure of placements is approximately five years.

CLIENT: Pinellas County Sheriff's Office, Largo, FL
REFERENCE: Ms. Saila Bradl, Human Resources Manager
10750 Ulmerton Rd., Largo, FL 33778
(727) 582-6783; sbradl@pcsonet.com
POSITION: Human Resources Director

CLIENT: City of Dunedin, FL
REFERENCE: Ms. Theresa Smalling, Director of Human Resources & Risk Management
750 Milwaukee Ave, Dunedin, FL 34698
(727) 298-3042; TSmalling@DunedinFL.Net
POSITIONS: City Manager; Finance Director; City Clerk; Director of Community Development;
Director of Communications

COST PROPOSAL

PROFESSIONAL FEE AND EXPENSES

The professional fee for conducting this recruitment on behalf of the Town of Pembroke Park is \$23,500 plus actual expenses. Services covered by the fee consist of all steps outlined in this proposal, including up to three (3) onsite/video meetings. Expenses are estimated not to exceed \$4,250 and include items such as the cost of consultant travel, clerical support, placement of ads, newspaper searches, education verification, as well as credit, criminal, and civil checks. In addition, postage, photocopying, and telephone charges are included and will be allocated. Expenses related to the use of audio/video conferencing equipment by the Town for interviews and candidates' travel for interviews are the responsibility of the Town of Pembroke Park.

CANDIDATE TRAVEL

With respect to candidate travel for interviews, we typically ask candidates to make their travel arrangements and advise them the Town will reimburse them directly for reasonable airfare, hotel, and auto expenses if allowed. We advise candidates on what is standard and customary in the industry, as well as the Town's expectations and parameters regarding travel. Our experience has been that candidates use discretion and stay within reasonable limits both in pricing and scheduling.

PAYMENT

We will invoice the Town of Pembroke Park monthly for professional fees and expenses for services incurred as of the date of the invoice. We expect payment of the invoice within 30 days of receipt by the Town. Typically, this results in three monthly invoices of 30% of professional fees and expenses, with a final invoice for the remaining ten percent of professional fees due upon the selection of the finalist.

GUARANTEE

We guarantee that, should the selected candidate be terminated for cause within the first year of employment, we will conduct the search again at no cost (with the exception of expenses) to the Town. We are confident in our ability to recruit outstanding candidates and do not expect the Town to find it necessary to exercise this provision.

SCHEDULE

We are available to begin the search for the Human Resources Director immediately, and our current workload is such that we can ensure the Town will receive our full attention throughout the entire recruitment process. We will be prepared to make our recommendation regarding finalists within 75 to 90 days from the start of the search. A standard recruitment can typically be completed in less than 16 weeks and follows an approach and schedule similar to the one below:

WEEK	TASK:
1	Conduct meetings with the Town staff and others involved in the process
2	Develop recruitment brochure and advertisements
3	Town reviews recruitment brochure and advertisements
4	Recruitment brochure printed and advertisements placed
5	Active recruitment of candidates begins
9	Closing date
10	Screen resumes
11-12	Recruiter interviews top candidates
12-13	Public records search
14	Review recommendations with the Town staff and others involved in the process
15	Candidates interview with the Town, follow-up interviews, and consultant reference/background checks
16	Candidate selected



RECRUITMENT SERVICES FOR



DIRECTOR OF HUMAN RESOURCES

OCTOBER 6, 2023

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I. COVER LETTER.....

October 6, 2023

Suzi Reutlinger – Assistant Town Clerk
3150 SW 52nd Ave.
Pembroke Park, FL 33023



RE: Town of Pembroke Park – Director of Human Resources Recruiting Services

It is our pleasure to submit this proposal for recruitment services to secure your ideal candidate to serve as the Director of Human Resources of the Town of Pembroke Park. **WBCP has worked on many Human Resources recruitments, and we look forward to the opportunity to partner with the Town of Pembroke Park on this critical position!**

We trust our proposal will showcase our client-focused recruitment process and will act as a testament that we are passionate about what we do to make our clients happy.

It has been proven that great employees are looking for great employers, not just a paycheck. WBCP provides a broader perspective to recruitment services – going beyond securing the ideal candidate – we brand your organization as an employer of choice. We use eye-catching marketing materials, innovative search practices, and responsive and respectful communications with your applicants and stakeholders. **We guarantee we will fill your position, and we guarantee that placement for 18 months.** We provide a fair and equal recruitment process that also focuses on attracting ethnic and gender-diverse applicant pools.

WBCP is talented at working with you to identify the strengths, challenges, and opportunities of this job, the ideal candidate, and your community and organizational culture. WBCP will work with your stakeholders to design a recruitment strategy that will include a customized engagement process. We will have a series of meetings, discussions, stakeholder interviews, and survey(s) to get to know you, the organization, the community, the culture, and the staff whom the future Director of Human Resources will lead.

We have exceptional experience successfully recruiting for Human Resources positions, with several of our recent notable recruitments including, but not limited to:

- Human Resources and Risk Management Executive Director, County of El Paso, CO
- Director of Human Resources, City of Petaluma, CA
- Director of Human Resources, City of Berkeley, CA
- Director of Human Resources, County of Napa, CA

To see a list of Human Resources recruitments, visit pages 5 – 6 of this proposal, and to see a full list of our clients and successful recruitments, visit: <https://tinyurl.com/ycyv3h9h>

Either I or one of my executive recruiters will take the lead in managing this recruitment. I have over two decades of experience in public sector executive search services and provided direct search services through WBCP since 2004. WBCP now has offices in Oregon, Washington, Arizona, and California, and we are expanding into the thriving Florida market. We are thrilled about the prospect of collaborating with the Town of Pembroke Park on this vital recruitment! We are confident in our ability to deliver excellent results. While we have not conducted a recruitment in Florida, I have over 20 years of experience breaking into new geographic and industry markets and have close to a 100% success rate filling our open positions with excellent candidates who are retained for long periods of time. We will be able to do the same in the State of Florida, and our recruitment guarantee proves that. After you use us once, you will likely use us again, as the majority of our clients are repeat users of our services. We have a list of testimonials on our website we encourage you to peruse [HERE](#).

Confidential

I. COVER LETTER.....

WBCP, Inc. staff are experts in the virtual recruitment process. We are providing these services seamlessly and will be able to effectively support a virtual recruitment process or coordinate COVID-compliant in-person interviews and/or hybrid virtual and/or in-person interviews; WBCP is willing to travel during COVID.

Recruiting top talent has become the number-one topic among administrators. New and innovative recruitment strategies are critical to identifying and securing candidates with a deep understanding of how to assess and meet community needs and address future challenges. WBCP understands the complexity of community leadership, and we are prepared to provide a thorough, complete, and fair recruitment process to provide a diverse applicant pool. **Upon our 2022 year-end review, we found that over the last three years, 69% of our applicants and 70% of our candidates placed in leadership positions with our clients came from diverse backgrounds.** In fact, because of our ability to reach diverse applicant pools, we were hired by two national Latino organizations to recruit for an Executive Director and other leadership positions: Latino Public Broadcasting and Radio Bilingüe (two of the largest Latino national nonprofit organization in the U.S.).

Clients choose our firm over others because of our ability to work with your support staff and stakeholder group (including boards, appointed/elected officials, and engaged constituents), manage all details of a recruitment process, and secure great candidates. Our dedication and commitment to the client are complemented by our deep understanding and ability to effectively navigate challenging political climates.

Our clients have great things to say about the quality of the service we provide and the amazing candidates we find them, In fact, many of our clients are return customers. Please feel comfortable reaching out to these organizations to get their feedback directly.

Lastly, I love what I do, and I am passionate about finding exceptional candidates who are also passionate about serving others. My staff and I are driven and desire to exceed client expectations. I appreciate your consideration in retaining our services and hope to have an opportunity to work with you in the future.

Best Regards,



Wendi Brown | Founder/President, WBCP, INC.
wendi@wbcpinc.com | 541-664-0376
www.wbcpinc.com

DIVERSITY

70%

*of WBCP candidates
placed in leadership
positions come from a
diverse background*

II. BACKGROUND & QUALIFICATIONS.....

Principal: Wendi Brown, President

Company Legal Name: WBCP, Inc.

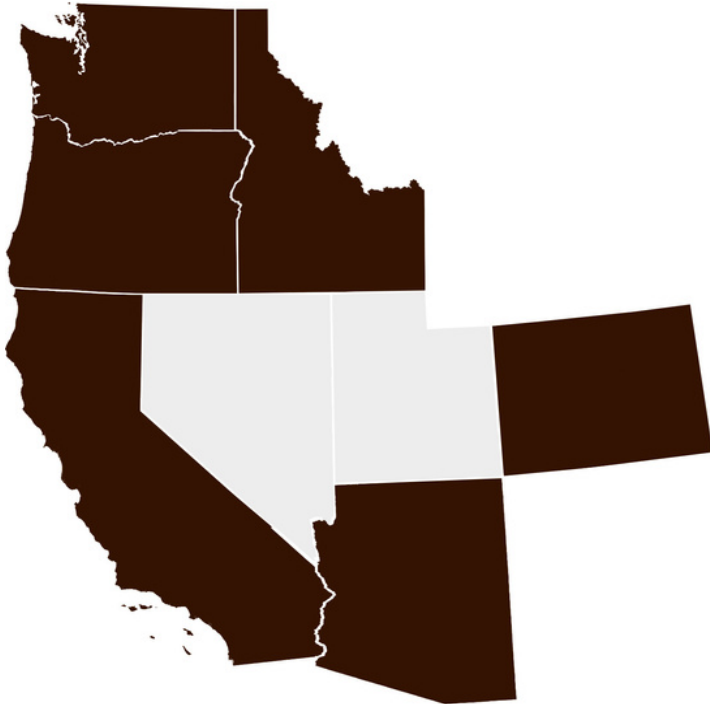
Tax ID: 81-5454037

Website: www.wbcpinc.com

Phone: 866-929-WBCP (9227) / 541-664-0376

Address:

- **Oregon Main Office:** 213 E Main St., Rogue River, OR, 97537
- **California Main Office:** Roseville, CA 95661, & Santa Barbara, CA, 93101
- **Arizona Main Office:** Gilbert, AZ 85233
- **Washington Main Office:** Seattle, WA 98164
- **Satellite Offices (3):** San Jose, CA; Nipomo, CA; Corvallis, OR



WOMEN OWNED

WBCP, Inc. is a 100% woman-owned business, an S Corporation, not part of a parent company, and is a registered small business through the U.S. Small Business Administration (SBA). WBCP is registered to do business in California, Oregon, Washington, and Arizona and soon expanding in other states. WBCP files and pays California S Corp and personal income taxes.

BUSINESS HISTORY

WBCP, Inc. has been in business since 2004, and serves nonprofit and public sector organizations. WBCP offers a variety of services, including: partial and full service search services for individual contributor, supervisor, management and executive management positions; human resources consulting; organizational development, training, classification and compensation studies, analysis and assessments, etc.

II. BACKGROUND & QUALIFICATIONS.....

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in California, Arizona, Colorado, Idaho, Oregon, and Washington.

Oregon, California, Arizona, and Washington Cities of: Arcata, Ashland (OR), Astoria, Berkeley, Calistoga, Central Point (OR), Ceres, Chandler (AZ), Corte Madera, Culver City, Davis, Dunsmuir, Duvall (WA), Fremont, Fresno, Garibaldi (OR), Grants Pass (OR), Gold Hill (OR), Hemet, Hubbard (OR), Independence (OR), Irvine, Laguna Beach, Larkspur, Lincoln, Livermore, Long Beach, Medford, Milpitas, Napa, Novato, Oakland, Oxnard, Palo Alto, Pasadena, Petaluma, Phoenix (AZ), Phoenix (OR), Port Hueneme, Redding, Riverside, Roseville, Rogue River (OR), Sacramento, San Francisco, San Rafael, Santa Maria, Santa Paula, Santa Rosa, Solvang, Sonoma, Sutter Creek, Truckee, Ventura, Vernon, Victorville, and Windsor.

Oregon, California, Colorado, Idaho, and Washington Counties of: Alameda, Colusa, Contra Costa, El Paso (CO), Fresno, Humboldt, Jackson (OR), King (WA), Lake, Lane (OR), Los Angeles, Marin, Mariposa, Mendocino, Merced, Mono, Napa, Orange, Riverside, Sacramento, San Benito, San Bernardino, San Mateo, San Francisco, San Joaquin, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Solano, Sonoma, Stanislaus, Tuolumne, Yuba, and Yolo.

Local and National Councils, Boards, and Districts: Boulder Creek Protection District, California Prison Industry Authority (CALPIA), Cosumnes Community Services District, Hass Avocado Board (HAB), Jackson County Fire District 5, Los Angeles County Employees Retirement Association (LACERA), Mendocino County Air Quality Management District, Nevada Irrigation District, Newark Chamber of Commerce, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Orange County Employees Retirement System (OCERS), Placer County Transportation Planning Agency (PCTPA), Sacramento Area Flood Control Agency (SAFCA), Sacramento Employment & Training Agency (SETA), Sacramento Public Library Authority, Sacramento Sewer District, Sacramento Suburban Water District, San Benito Council of Governments, San Diego Port Authority, San Rafael Sanitation District (SRSD), Sonoma County Library, Tri-City Mental Health Authority (TCMHA), Truckee-Donner Public Utility District (TDPUD), Tuolumne Utilities District, and Valley Water.

Nonprofit and Joint Powers Authorities (JPAs): CDS Publications, Center Point, Central California Legal Services (CCLS), Community Food Bank, Community Works, Dogs for Better Lives/Dogs for the Deaf, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Gold Coast Health, Greater Richmond Interfaith Program (GRIP), Los Angeles Unified School District (LAUSD), La Public Media, Latino Public Broadcasting, Northern Valley Catholic Social Service (NVCSS), Options Recovery, Radio Bilingüe, Santa Cruz County Animal Services Authority, Teton County Joint Housing Authority (TCJHA), Transitions-Mental Health Association, Valley Consortium for Medical Education (VCME), Water Forum and West Angeles Church of God in Christ.

Private Organizations: Central California Truck and Trailer, Morton & Pitalo, NAVA, SWEED, Touchstone Accounting

Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis): City of Fremont, City of Medford, City of Santa Maria, City of Santa Paula, County of Humboldt, County of Mariposa, County of Santa Barbara, and County of San Luis Obispo.

INDUSTRIES

- Organizational Leadership
- Economic Development
- Facilities & Operations
- Financial, Administrative Services, Accounting, Auditing
- Health & Human Services, Housing, Unhoused
- HR, Risk, Labor/Employee Relations
- Information Technology
- Legal, Counsel, Clerk
- Library
- Marketing, Communications, PR
- Parks & Rec, Community Services, Arts
- Planning, Environmental, Community Development, Building, Transit
- Public Safety
- Public Works, Transportation, Engineering

II. BACKGROUND & QUALIFICATIONS.....

BELOW IS A LIST OF SIMILAR RECRUITMENTS WBCP HAS SUCCESSFULLY MANAGED:

HUMAN RESOURCES, RISK, LABOR/EMPLOYEE RELATIONS

- Chief of Labor Relations, City of Long Beach, CA
- Chief Human Resources & Organizational Development Officer, City of Santa Maria, CA
- Chief People Officer, County of Mono, CA
- Payroll Division Chief, County of Santa Barbara, CA
- Executive Director of Human Resources and Risk Management, County of El Paso, CO
- Director of Employee Experience and Culture, City of San Rafael, CA
- Director of Organizational Effectiveness and Culture, County of Los Angeles, CA
- Director of Enterprise Risk Management, Oakland Housing Authority, Oakland, CA
- Director of Human Resources, County of Napa, CA
- Director of Human Resources, County of Solano, CA
- Director of Human Resources, County of Mariposa, CA
- Director of Human Resources, County of Humboldt, CA
- Director of Human Resources, City of Berkeley, CA
- Director of Human Resources, City of Petaluma, CA
- Deputy Director of Human Resources, Labor Relations, County of Marin, CA
- Human Resources Manager, County of Solano, CA
- Human Resources Manager, City of Milpitas, CA
- Human Resources Manager & Risk Manager, City of Port Hueneme, CA
- Racial Equity, Diversity, and Inclusion (REDI) Manager, Valley Water, CA
- Risk Manager, County of Marin, CA
- Risk Manager, City of Roseville, CA
- Risk Manager, Cosumnes Community Services District, CA
- Recruitment, Retention, and Selection Manager, County of Santa Barbara, CA
- Labor Relations Manager, County of Solano, CA
- Principal Human Resources Analyst, City of San Rafael, CA
- Recruitment & Selection HR Analyst – Senior or Associate Level, City of Berkeley, CA
- Employee Relations HR Analyst – Senior or Associate Level, City of Berkeley, CA
- Labor Relations Specialist/Labor Relations Program Administrator, Valley Water, CA
- Labor Relations Officer, City of Sacramento, CA

ORGANIZATIONAL LEADERSHIP

- City Manager, City of Pasadena, CA
- City Manager, City of Port Hueneme, CA
- City Manager, City of Ceres, CA
- City Manager, City of Santa Rosa, CA
- City Manager, City of Gold Hill, OR
- City Manager, City of Sonoma, CA
- City Manager, City of Petaluma, CA
- City Manager, City of Phoenix, OR
- City Manager, City of Dunsmuir, CA
- Town Manager, Town of Windsor, CA
- City Administrator, City of Rogue River, OR
- City Administrator, City of Hubbard, OR
- City Administrator, City of Duvall, WA

II. BACKGROUND & QUALIFICATIONS.....

BELOW IS A LIST OF SIMILAR RECRUITMENTS WBCP HAS SUCCESSFULLY MANAGED:

ORGANIZATIONAL LEADERSHIP (CON'T)

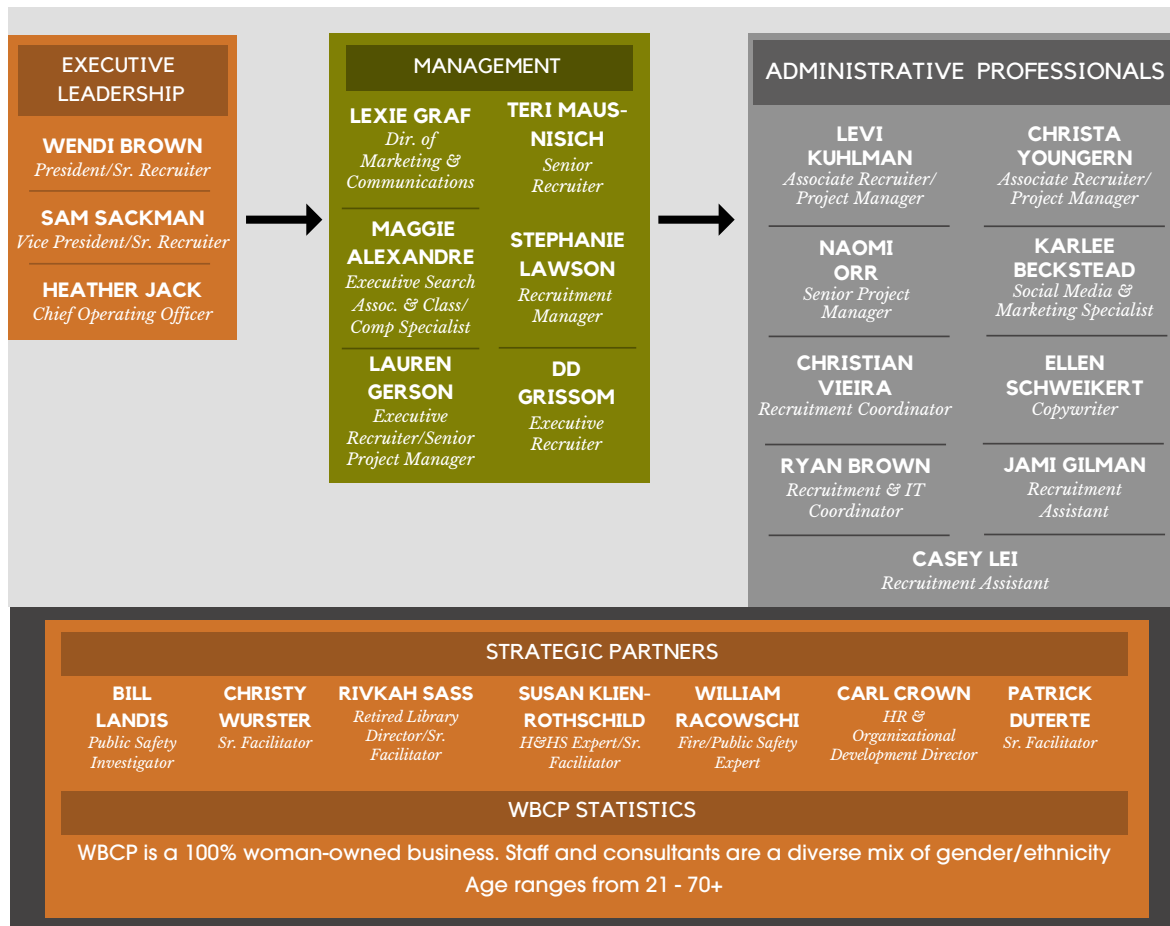
- County Executive Officer, County of Shasta, CA
- Assistant City Manager (Public Safety), City of Sacramento, CA
- Assistant City Manager (Municipal Services), City of Sacramento, CA
- Deputy City Manager, City of Long Beach, CA
- Chief Executive Officer, CalPIA (California Prison Authority), CA
- Chief Executive Officer, Newark Chamber of Commerce, CA
- Chief Executive Director, Valley Consortium of Medical Education, CA
- Executive Director, Water Forum, CA
- Executive Director, Teton County Joint Housing Authority, ID
- Executive Director, Placer County Transportation Planning Agency, CA
- Executive Director, Options Recovery Services, CA
- Executive Director, Latino Public Broadcasting, CA
- Executive Director, First 5 Association of California, CA
- Executive Director, First 5 Santa Barbara County, CA
- Executive Director, First 5 Fresno, CA
- Executive Director, San Benito Council of Governments, CA
- Executive Director, Northern Valley Catholic Social Service, Redding, CA
- Executive Director, Community Food Bank, CA
- Executive Director, Greater Richmond Interfaith Program, CA
- Executive Director, Tri-City Mental Health Authority, CA
- Executive Director, Sacramento Employment and Training Agency, CA
- Executive Director, Arts Commission, County of Santa Barbara, CA
- Executive Vice President, Center Point, CA
- Vice President/Business Development Director, WBCP Inc., OR
- ACEO - Assistant County Executive Officer, County of Napa, CA
- ACEO - Assistant County Administrative Officer, County of Santa Barbara, CA
- ACAO - Assistant County Administrator, County of San Joaquin, CA
- ACAO/HR Director, County of Mariposa, CA
- Assistant Executive Director, First 5 San Mateo, CA
- Chief Operating Officer, IT and Administrative Services, Valley Water, CA
- Chief Operating Officer, Water Utility Enterprise, Valley Water, CA
- Chief Operating Officer, Futures Without Violence, CA
- Chief Operating Officer/Executive Director, Valley Consortium for Medical Education, CA
- Chief Operating Officer, WBCP Inc., OR
- General Manager, Olivehurst Public Utility District, CA
- General Manager, Tuolumne Utilities District, CA
- General Manager, LA Public Media, CA
- General Manager, Radio Bilingüe, CA
- General Manager, Santa Cruz County Animal Services Authority, CA

Check out our full list of
recruitments here:
<https://tinyurl.com/ycyv3h9h>

III. GUARANTEE.....

- (1) We guarantee successful placement and will provide continued consulting services for one additional recruitment/replacement (however, client will pay for any additional direct cost expenses).
- (2) If a candidate selected and appointed by the Client terminates employment for any reason before the completion of the first **18 months** of service, WBCP will provide the Client with the necessary consulting services required to secure a replacement. Professional consulting services will be provided at no cost to the Client; however, additional expenses will be covered by the Client. The Guarantee is valid for one recruitment/replacement only.
- (3) **Work Performed Out Of Scope:** To provide the best results for our clients, we strongly recommend a steadfast commitment to agreed-upon dates/times for critical recruitment milestones (shortlist meeting and interview dates). Any change of date and time initiated by the client after a recruitment is rolled out may result in a forfeiture of the recruitment guarantee. Any work performed after the recruitment has been rolled out and dates have been agreed upon – to adjust these dates or times will result in additional charges at our hourly rate.

IV. ORGANIZATIONAL CHART.....



V. WBCP KEY STAFF.....

WENDI BROWN

*Lead Consultant/Sr.
Executive Recruiter*



I am the President of WBCP, an executive search and human resources consultancy, serving clients in Oregon and California. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. I have worked in various industries – advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor's of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working towards a Master's in Management at Southern Oregon University

TERRI MAUS-NISICH

*Sr. Executive
Recruiter*



Here at WBCP, Terri Maus-Nisich holds a pivotal role as one of our Senior Executive Recruiters, leveraging her extensive background as a distinguished leader in local government. With a local government career spanning over 40 years, Terri's journey includes transformative roles within the County of Santa Barbara, where she ascended from Parks Director to Assistant County Executive Officer, overseeing vital municipal and health/human service departments. Her remarkable impact encompasses leadership in Homeless Services, Communications, and Emergency Management, driving community engagement, disaster recovery, and support for vulnerable populations. Before her tenure in Santa Barbara, Terri spent 15 years with the City of Santa Clarita in roles ranging from analyst to Deputy City Manager. Throughout her remarkable career, Terri prioritized strategic planning, organizational development, and innovative problem-solving, garnering numerous awards. Holding a Bachelor's Degree from UC Santa Barbara, a Masters of Public Administration from Cal State Northridge, and a graduate certificate from Harvard University's JFK School of Government, Terri's commitment to excellence underscores her role as an invaluable asset in identifying top-tier executive talent for local government.

V. WBCP KEY STAFF.....

LAUREN GERSON

Executive Recruiter



Lauren serves as an Executive Recruiter at WBCP, where she excels in managing the entire recruitment process. Beginning her career in operations and events for renowned breweries and restaurants, she later transitioned to business operations and career services. Prior to joining WBCP, she assisted jobseekers overcoming employment barriers through a career coaching company. Lauren's diverse background encompasses project management, client relations, resume writing, HR operations, and risk management. She holds a Bachelor's degree in Philosophy with a minor in English Literature from Whittier College, showcasing her analytical and communication skills. Her multi-faceted expertise and dedication make her an asset to WBCP's executive recruitment endeavors.

LEXIE GRAF

*Director of Marketing
& Communications/
Recruiter*



Lexie Graf is WBCP's Director of Marketing & Communications. As a marketing professional, she has been primarily focusing on copywriting, content creation, and brand strategy in her career. Lexie has a knack for understanding each clients' unique needs, allowing her to adapt her writing voice and branding as needed. Along with developing and overseeing the creation of social media, marketing materials, and advertising plans for WBCP, Lexie collaborates with the recruitment team in meeting clients' needs and deadlines. Before working at WBCP, Lexie wrote for Indeed and the University of Wisconsin Colleges, helping her develop a deep understanding of career development, recruitment, and public sector careers. Throughout her marketing career, Lexie has produced a wide variety of campaigns and deliverables, such as blogs, digital and print ads, website content, brochures, social media posts, eBooks, and magazines. Notable projects throughout her career include developing content for two websites and collaborating on an email marketing campaign that won an American Advertising Award in multiple categories. Lexie has a Bachelor's in Communications with certificates in Digital Studies and Environmental Studies from the University of Wisconsin – Madison.

HEATHER

JACK

*Chief
Operating
Officer*

Heather Jack is WBCP's Chief Operating Officer and lead Project Manager. Since starting at WBCP in 2015, she has grown into an integral part of the business. Heather uses her strong organizational skills and attention to detail to support all recruitments from start to finish, coordinate timelines, oversee the team's productivity. Meeting clients' deadlines and major milestones is one of Heather's top priorities, making her our go-to person for all things calendar and project management-related. Heather also assists with projects in human resources with several municipalities in Oregon and California. Other aspects of her role include supporting employee engagement, salary and benchmark studies, and business operations. During her time at WBCP, Heather has modernized processes and scaled technology systems for the company. Prior to working with WBCP, Heather worked at Hannon Library, developing organizational, research, and interpersonal skills. Heather has a Bachelor of Science degree in Anthropology and a double minor in Environmental Studies and French from Southern Oregon University.

V. WBCP KEY STAFF.....

STEPHANIE LAWSON

*Recruitment
Manager*

Stephanie started working for WBCP in 2019. She acts as support for all facets of the recruitment process, as well as any other tasks to assist the WBCP team. Some of her core responsibilities include candidate and panel coordination, candidate review, calendar and timeline management, and interview material preparation. Prior to working for WBCP, Stephanie had several roles in hospitality where she further developed her client relations, communications, and clerical skills. Stephanie has a Bachelor's of Science degree in Business Administration with a focus in Hospitality from Southern Oregon University.

MAGGIE ALEXANDRE

*Executive Search
Assoc. &
Class/Comp
Specialist*

Maggie Alexandre is a Human Resources professional with over 30 years of experience, and is WBCP's key Executive Search Associate and Classification and Compensation Specialist for WBCP since 2018. Prior to working at WBCP, Maggie was a Human Resources Director in the San Francisco Financial District and led an 80 person team of human resource professionals. She began her career in HR at Robertson, Stephens & Company, a boutique investment bank, and continued in the HR Director role at other investment banks and private equity firms until 2016. Maggie studied Anthropology at California State University, Long Beach and received her Human Resources Management Certificate from California State University, San Francisco.

CHRISTA YOUNGERN

*Associate Recruiter/
Project Manager*

As a Associate Recruiter/Project Manager, Christa supports the full cycle of the recruitment process from candidate review and copywriting to interview facilitation and candidate coordination. Prior to joining WBCP, Christa worked in higher education where she recruited blue-chip athletes, built multiple championship teams, and managed complex and politically sensitive projects. She brings an incisive interpersonal skillset as well as deep experience in organizational change management and leadership. Her talent for identifying the oft intangible elements that make a person successful in their role makes her an asset to our clients. Christa has Bachelor of Arts degrees in both Political Science and English from California Lutheran University as well as a Master of Arts degree in Education from Whittier College.

LEVI KUHLMAN

*Associate Recruiter/
Project Manager*

Levi serves as one of WBCP's Associate Recruiter/Project Managers and plays an integral role in managing our recruitments and clients. Some of his primary duties include meeting with clients, screening candidates, preparing for interviews, leading headhunting efforts, and overseeing candidate coordination. Levi's strong interpersonal skills coupled with his eagerness to work with others helps him create lasting relationships with clients and candidates. Prior to his time with WBCP, Levi was the President of a real estate company where he oversaw a residential real estate team in the Willamette Valley, Oregon. In addition to the great work he does for WBCP, our clients, and our candidates, Levi also operates a small catering company on the side. Currently, Levi is dually enrolled at Oregon State University and Western Governors University pursuing his MBA/MPA.

VI. RECRUITMENT STRATEGY / PHASES.....

WBCP knows how to customize your search strategy to meet your unique recruitment needs. We customize your recruitment based on the specific needs, target audience, and challenges for each recruitment; however, below is a baseline approach for most recruitments.

CLIENT & STAKEHOLDER MEETINGS

We require the Client and/or Search Committee, and other stakeholders identified by the Client, be involved in the initial and final phases of this recruitment. These are critical phases to ensure we obtain a clear sense of the priorities and the successful hire of the right candidate. WBCP will meet with various stakeholders as warranted by the Client and the level of the position in the organization. These meetings will allow us an opportunity to gather information and gain knowledge about the organization, community, and unique aspects of the recruitment to design the ideal candidate professional profile, advertising materials, and strategic approach

FEEDBACK OUTCOME / TIMELINE DEVELOPMENT

Following the Client/stakeholder meetings, we will develop a detailed timeline for the recruitment along with a proposed advertising plan for approval.

CREATIVE DEVELOPMENT

Immediately following the client feedback activities, we will draft the competencies for the recruitment and advertising material/recruitment brochure for the Client's review. This information will summarize what was learned from Client-related interviews and will be used to advertise the opening.



MARKETING STRATEGY & IMPLEMENTATION

WBCP will execute a customized marketing/ad plan once the job announcement is created. An ad plan could include the following (based on assumptions), and will be customized based on information gathered in Phase I:

ONLINE ADVERTISING – Including local and national job boards, associations, social media, and other industry-related job postings targeting ideal candidates; job boards that reach a desired geographic area and reach a diverse ethnicity.

E-DIRECT MAIL ADVERTISING – including WBCP's current database of potential applicants, we have access to other professional lists and will source more lists through associations, contacts, etc.

SOURCING/HEAD HUNTING – WBCP will contact individuals targeted and generate new contacts through referrals made by respected sources. WBCP is a LinkedIn recruiter and we have access to over 350 million profiles via LinkedIn to assist us in targeting ideal candidates.

COMMUNICATION WITH CLIENT

We will provide weekly updates on the progress of this search unless the client prefers more or less frequent communications. We tailor our communications in accordance with our Client's needs.



VI. RECRUITMENT STRATEGY / PHASES.....

RESUME ASSESSMENT

WBCP will review resumes as they are received and/or at the close of the recruitment. Those candidates determined to be the most highly qualified will be selected for a screening interview.

SCREENING INTERVIEWS / REPORT TO CLIENT

WBCP does not restrict the number of applicants or candidates to be screened. Rather, we interview candidates who meet our ideal candidate criteria; frequently this group amounts to 20 candidates, or on average 20% of the applicant pool. Following the completion of the phone screen interviews, we will develop a report/recommended shortlist of candidates, which includes: resumes, cover letters, and a one-page profile summary of candidates' professional history, including a brief overview of WBCP's assessment and the results of their phone screen. We will meet with the selection committee/Client to review this report and select candidates for interviews. In this meeting, we will review the recruitment plan and discuss the final stages of the selection process.



COMMUNICATION WITH CANDIDATES

WBCP will take responsibility for communicating with the applicants/candidates during each phase of the search process and Client should refer any inquiries from potential or existing applicants directly to WBCP.

SELECTION PROCESS

WBCP will design and administer an appropriate final selection process based on the needs of the Client (tailored to the need and recruitment). WBCP will facilitate the invitation and coordination of these meetings/interviews and provide additional assessment tools/recommendations such as interview questions, writing and presentation exercises, problem solving scenarios, etc.

COMMUNICATION WITH CLIENT

Following the interviews and the Client's top candidate(s) selection, we will assist the Client with facilitating a thorough background and reference check. A typical approach includes a review of federal, state, and local criminal background checks and academic verification by a licensed background agency. Reference checks are conducted over the phone by a senior consultant and a final report is provided to the Client. References are completed on candidate(s) being considered after initial/panel interviews.



NEGOTIATIONS

Once the client reviews and is comfortable with the findings in the background and reference report, we are available to assist with negotiations on compensation, benefits, start date, and other transition details.

PLEASE NOTE: Due to COVID-19 Guidelines, WBCP, Inc. is committed to providing services listed herein, typically these services are executed in-person, however, we will facilitate all services virtually as needed and have successfully managed many virtual and hybrid interviews (partial in-person/part virtual) since March 2020 for our clients.

VII. SCOPE OF WORK.....

- Facilitate initial kick-off meeting with Client and other meetings that may include Executive Leadership, staff, community, and other stakeholders to assist with identifying the ideal candidate profile.
- Assist Client hiring authority/stakeholders in modifying the job description (as needed), and develop a recruitment announcement, marketing materials, and advertising plan for the recruitment.
- Attend all other meetings and engagements as needed or identified by the Client.
- Implement advertising plan including: publication, headhunting, direct mail, and other online and email marketing efforts.
- Provide timely updates and progress reports to the client regarding search services; every two weeks or as Client identifies is needed.
- Preliminary internet searches will be conducted on recommended candidates.
- Coordinate interview panel(s) as needed, or coordinate this process with Client.
- Receive and review applicants and screen those applicants to identify top candidates. Top screened paper applicants will be video/phone screened by recruiter to identify the key competencies (technical and interpersonal) to assist in identifying the top group of candidates who will be recommended at the Client/WBCP shortlist meeting.
- Facilitate shortlist meeting with Client – review and select candidates who will be invited to interview.
- Coordinate invitations to candidates.
- Develop interview questions and other selection details to meet specific needs and identify key competencies of candidates.
- Facilitate interviews with panel(s).
- Background and reference checks will be conducted with candidates who are identified as final candidates after initial Client interviews have been conducted. Background checks will typically include the following: criminal (local, state, and federal), education, credit, social security. References will be conducted based on a 360-degree perspective and will include staff, peers, and superiors. Onsite background services are available at an additional fee (see fees for details)
- Facilitate offer and negotiations with selected candidate; as directed by Client.

VIII. RECRUITMENT TIMELINE.....

*BELOW IS A SAMPLE OF AN EXECUTIVE SEARCH TIMELINE THAT
WBCP WILL CUSTOMIZE FOR THIS RECRUITMENT*

Week 1:

- Secure services with search firm, WBCP, Inc.
 - WBCP can schedule a Kickoff meeting as soon as we are selected.
- WBCP: review search parameters and recruiting processes with Client
 - Interview with hiring authority and other stakeholders for competencies
 - Identification of advertising venues and ideal candidate prospects
 - Calls, meetings, or coordination with other stakeholders for information gathering

Weeks 1 + 2:

- Develop and approvals: recruitment process, deadlines, ad plan and strategy, recruitment timeline and brochure
- Print coordination (if applicable)

Weeks 2 + 3:

- **OPEN RECRUITMENT AND AD PLAN:** Implement marketing plan and direct mail (if applicable)
- Secure panel member calendars
- Timeline may be extended if direct mail piece is included (i.e., print/postage)
- Finalize panel members and interview logistics and invitations to panel members

Weeks 4, 5, + 6:

- Receive applications –Collect and source applicants will continue until recruitment closes

Weeks 7 + 8:

- **CLOSE RECRUITMENT AND ADVERTISING**
- Conduct initial phone screen to identify shortlist of candidates
- Preliminary check on shortlist candidates (Google search)
- Candidate profiles developed and short list recommendations to client

Weeks 9 + 10:

- **MEETING – Client confirms selection of candidates to be advanced to panel interviews**
- Finalize questions, presentation, in-basket (as determined)
- Coordinates invitations with selected top candidates (shortlist)
- Produce panel candidate interview packets

Weeks 10 + 11:

- WBCP facilitates interview process – Interview process will be customized based on client and community needs:
 - **Day 1: Panel Interviews Conducted; Day 2: 2nd Interviews with executive leaders;**
 - 3rd interviews may be scheduled as needed with Boards/Commissions, etc.;
 - As needed schedule staff and/or community discussions/meetings

Week 12:

- WBCP conducts background and reference checks (backgrounds may be conducted by Client if current contract exists)
- WBCP conducts full reference checks for candidate(s) selected for Board/Commission interviews; or when Client is interested in making an offer

NEGOTIATIONS / HIRE:

- Hire date to accommodate possible candidate relocation
- Client (WBCP available to assist in process) conducts offer and facilitates salary negotiations with preferred candidate

IX. REFERENCES.....

1-City of San Rafael, California

Positions Filled:

- Director of Human Resources

Contact Information:

- Cristine Alilovich, City Manager - cristine.alilovich@cityofsanrafael.org | 415-944-0648
- Marissa Sanchez, HR Director - marissa.sanchez@cityofsanrafael.org

2-County of El Paso, Colorado

Positions:

- Executive Director - HR and Risk Management

Contact Information:

- Diane Shelton, Human Resources Coordinator - dianeshelton@elpasoco.com | 719-520-7411

3-County of Napa, California

Positions Filled:

- Director of Human Resources

Contact Information:

- Helene Franchi, Deputy CAO - helene.franchi@countyofnapa.org | 707-253-4820

X. MARKETING MATERIAL EXAMPLES.....

Click below to see our marketing samples for similar positions. To see all of our brochures, visit: wbcpinc.com/closed-jobs-private/ and use the password:
#wbcp202212*

- [Director of Human Resources, City of Berkeley, CA](#)
- [Director of Human Resources, County of Napa, CA](#)
- [Director of Human Resources, County of Mariposa, CA](#)
- [Director of Human Resources, County of Humboldt, CA](#)
- [Director of Human Resources, County of Solano, CA](#)
- [Human Resources & Risk Management Executive Director, County of El Paso, CO](#)

XI. COST PROPOSAL.....

WBCP will not limit the number of hours we work on a recruitment, rather we charge a flat rate and will spend the time necessary to ensure we are successful. Consulting fees will be billed in thirds at the beginning (open for applications and advertising campaign launched), middle (shortlist selection), and end of the recruitment process (selection made and background/ references concluded).

SERVICE COST PER RECRUITMENT DIRECTOR OF HUMAN RESOURCES

Description of Services/Deliverables:	Inclusive Rate per Recruitment:
<u>Consulting Services:</u> Phases I-IV in the proposal's scope of work	\$24,900 (flat rate)
<u>Expenses:</u> Includes travel to client location (up to 2 trips), or document shipping fees/delivery charges to facilitate virtual meetings, advertising (may include print and postage), brochure design (flat fee of \$950.00 for graphic design), panel packet content, delivery charges, fees for background and reference checks, may include fee for one additional consultant to travel (and related expenses) and facilitate an additional panel for one day.	Up to \$7,900 (direct expenses not-to-exceed)

Out of Scope of Work: To provide the best results for our clients, we strongly recommend a steadfast commitment to agreed upon dates/times for critical recruitment milestones (shortlist meeting and interview dates). Any change of date/time initiated by the Client after they have been solidified may result in a forfeiture of our recruitment guarantee, as delays in the process may cause candidates to drop out and increase the likelihood of a "no selection" outcome. Additionally, any subsequent work for WBCP that arises out of such changes is considered out of scope work and may result in these hours being billed to our client at an hourly rate in addition to the consulting services fee.

ADDITIONAL BACKGROUND SERVICES AVAILABLE – *these services can be added to the package if desired*

Onsite Investigative Background Services: In addition to the background reports, education verification, credit report, and reference checks, which are included in the expenses above, WBCP also offers onsite investigative background services. If the client wishes to conduct a background check that includes an onsite visit by a trained private investigator and former Police Chief (similar to a police background check) please contact our office for an estimate for these services.

Force Majeure: *Client agrees that WBCP, Inc. is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes, and/or Acts of God) that prevent WBCP, Inc. from meeting its obligations under this Agreement.*

XII. OTHER.....

INSURANCE

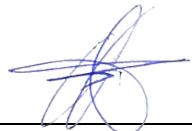
WBCP and its sub-consultants have reviewed the contractual agreement and the Insurance Requirements. If selected, WBCP will execute said agreement and will provide the required insurance documents. WBCP will submit certificates of insurance as evidence of the required coverage limits. Insurance policies include: liability, errors and omissions, workers compensation, and vehicle insurance.

CONFIDENTIALITY SAFEGUARDS

Confidentiality is paramount in the work we do. We ensure that the client and candidate information we receive, and conversations with our client (and certainly discussions in closed session) are kept confidential. There are several physical safeguards we have in place including: locked and alarmed office space, password, and encryption protected information on our computers and servers, multiple backup systems. As information is shared with our client, we discuss the importance of confidentiality and why it is important to the candidates they are considering but also brands the organization appropriately. We also ask candidates who are interviewed to keep candidate information confidential, as they may see or meet a candidate during the process. We emphasize that confidentiality is not just until the recruitment is completed, and a candidate is hired, confidentiality is in perpetuity. Leaked information is not a reputation that a client wants to receive, as this could deter future applicants from applying.

ORGANIZATIONAL DIVERSITY STATEMENT

WBCP embraces cross-cultural diversity and we are committed to equitable treatment and elimination of discrimination in all its forms at all organizational levels and throughout all consulting practices, including search services. We strive to reach diverse groups of people to inform them of leadership opportunities. **Upon our 2022 year-end review, we found that over the last three years, 69% of our applicants and 70% of our candidates placed in leadership positions with our clients came from diverse backgrounds.** We will make extensive efforts to attract a qualified applicant pool that represents a broad range of gender and ethnically diverse individuals.



Wendi Brown, President

OCTOBER 6, 2023

Date

Client, Title

Date

RESOLUTION NO.2023-023

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE ACTING TOWN MANAGER, ALEEM GHANY, TO EXECUTE THE 4337-448-R MOD#3 GRANT ADMINISTERED BY THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park seeks to apply for the 4337-448-R MOD#3 grant administered by the Florida Division of Emergency Management (the "Grant"); and

WHEREAS, the Town Commission seeks to further authorize the acting town manager, Aleem Ghany, to execute the Grant agreement and to take any and all action necessary to submit a complete application for the Grant; and

WHEREAS, The Town Commission finds that it is in the best interests of the citizens and residents of the Town to apply for the Grant and to authorize and direct the acting town manager, Aleem Ghany, to execute all operative Grant documents.

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

Section 1. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Town Commission hereby authorizes and directs the acting town manager, Aleem Ghany, to execute the 4337-448-R MOD#3 grant administered by the Florida Division of Emergency Management.

Section 3. The appropriate Town officials are hereby authorized and directed to take and all action necessary to effectuate the intent of this resolution.

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

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

Section 6. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 11th day of October, 2023.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney