



Town of Pembroke Park

Agenda

WORKSHOP COMMISSION MEETING
Wednesday, May 27, 2020 @ 6:00 PM
Council Chambers

Page

1. **VIRTUAL MEETING INSTRUCTIONS**

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a "Virtual" Workshop Commission Meeting utilizing communications media technology ("CMT"), in accordance with Governor Ron DeSantis' Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID-19)

Workshop Commission Meeting
Wednesday, May 27, 2020 6:00 PM - 11:00 PM (EDT)

You can dial in using your phone.
United States (Toll Free): 1 877 309 2073
United States: +1 (571) 317-3129

Access Code: 355-457-605

During the meeting you can submit a text or voicemail at (954) 707-9820

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments by email to the Interim Deputy Clerk at townclerk@townofpembrokepark.com. All comments submitted by email that, if read orally, are three minutes or less shall be read into the record. All comments submitted by email shall be made a part of the public record. If any member of the public requires additional information about this Town Commission meeting or has any questions about how to submit a public comment at the meeting, please contact:

Marlen D. Martell, Interim Deputy Clerk
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
954-966-4600, ext: 235

2. **CALL TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA**
6. **PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE**
7. **REPORTS OF COMMITTEES AND CITY STAFF**

7.1.	Fire Department Reports - Chief Kane Fire Department Report March Fire Department Report April	6 - 14
7.2.	Building Department Monthly Report - Interim Building Official Nunez Building Monthly Report MEMO Building monthly report backup	15 - 19
7.3.	Business Tax Receipt and Billing Update - BTR/Billing Michelle Grooms Billing Division Monthly Report - Pdf	20 - 22
7.4.	Update on Outstanding Renewal Fiscal Year 2018-2019 - BTR/Billing Michelle Grooms Update on Renewals form FY 2018-2019 - Pdf Bal of Acct from FY 17-18 as of 5-19-20	23 - 29
7.5.	Code Enforcement Department Monthly status Report - Code Enforcement Supervisor Louis Agenda Item Report - AIR-20-037 - Pdf New Monthly Report 4-1-2020 Code Enforcement Covid-19	30 - 39
7.6.	Hurricane Season Update - Assistant Town Manager Daughtrey 2020 Hurricane Pandemic Plan	40 - 98
8.	FINANCE DEPARTMENT	
8.1.	Change of employee assigned and/or that are authorized to use Town credit cards and Florida Municipal Investment Trust (FMIVT) - Assistant Finance Director Taubenfeld	
8.2.	Bills over \$500 - Assistant Finance Director Taubenfeld Agenda Item Report - AIR-20-040 - Pdf Bills \$500 May 27th 2020	99 - 100
8.3.	Clear Channel Outdoor Seeking Immediate Relief - Assistant Finance Director Taubenfeld Memo Clear Channel Clear Channel	101 - 103
8.4.	Harry Hipler Esq. payment approval for hearing examiner - Assistant Finance Director Taubenfeld Finance Hipler invoice	104 - 105
8.5.	Purchase of vehicle - Building Department - Interim Building Director Nunez Building Vehicle Purchase Building vehicle supporting documents	106 - 116
8.6.	Florida Association of Code Enforcement Conference - Code Enforcement Supervisor Louis Code AgendaRequest-TPP-F.A.C.E. Conference F.A.C.E. 31st Annual Conference	117 - 128
8.7.	Furniture for the Town Manager's Office - Clerk Commission Jacobs Recommendation is Furniture Warehouse Option 2 \$3,789.22 plus delivery	129 - 169

and installation

[Memo Town Manager Furniture](#)

[Furniture](#)

[Furniture Warehouse Option 1](#)

[Furniture Warehouse Option 2 CHOICE](#)

[Furniture USA Option 1](#)

[Furniture USA Option 2](#)

[Furniture Axis Option 1](#)

- 8.8. Purchase of Ipad for Town Manager - IT Director Pakula 170 - 176

[Agenda Item Report - AIR-20-035 - Pdf](#)

[IPAD CM](#)

[INSIGHT #0222331306 - IPAD](#)

- 8.9. Purchase of Workstations for Town Manager - IT Director Pakula 177 - 209

[Agenda Item Report - AIR-20-034 - Pdf](#)

[DELL Workstations 3000061352034.1](#)

[DELL LAPTOP 3000061352547.1](#)

[INSIGHT #0222324379 - TPP WORKSTATION](#)

[INSIGHT #0222324481 - TPP LAPTOP](#)

- 8.10. Awning Replacement - Project Manager Woodbury 210 - 217

[PS awning replacement](#)

- 8.11. Elevator Maintenance Agreement - Project Manager Woodbury 218 - 228

[PS Elevator Maintenance Agreement](#)

9.

Human Resources - HR Director Menegazzo

- 9.1. Engineer's position - Vice Mayor Clark, HR Director Menegazzo 229 - 239

[Memo Town Engineer ranking](#)

[Engineer Daniel Randy - Resume](#)

[Engineer Ozaydin Dincer Akin - Resume](#)

[Engineer Placeres Carlos - Resume](#)

- 9.2. Agro Eco Garden Center Position - Vice Mayor Clark, HR Director Menegazzo 240

[Vice Mayor memo Agro Eco position](#)

- 9.3. Personnel Manual - Clerk Commissioner Jacobs, HR Director Menegazzo 241

[Personnel memo](#)

10. DISCUSSION

- 10.1. Extension of Emergency Declaration Order - Town Attorney Ryan 242 - 287

[Broward County Emergency Order 20-12](#)

[Emergency Declaration safer at home 04 01 2020](#)

[Declaration of Emergency](#)

- 10.2. Compensation Policy - Commissioner Cohen, Assistant Finance Director Taubenfeld, HR Director Menegazzo 288 - 308

1. Rotating schedule

2. FEMA reimbursement

3. Schedule of events

4. Look at salary to make adjustments	
5. Time spent on each Commissioners event	
Memo Compensation FEMA reimbursement	
10.3. Cancellation of Future Events, cost and form to process- Clerk Commissioner Jacobs	309
EVENTS	
10.4. Agenda documentation process - Commissioner Cohen	310
Commissioner Cohen memo	
10.5. Town Clerk Office Update - Clerk Commission Jacobs, Interim Deputy Clerk Martell	311 - 319
Clerk update memo 1	
Clerk update Final	
10.6. HMGP SW 25th Street Drainage Improvement - Vice Mayor Clark, Assistant Public Works Director Jacques	320 - 340
Also need memo from Town Attorney verifying voting opinion for - Vice Mayor Clark, Commissioner Cohen	
Agenda Item Report - AIR-20-045 - Pdf	
4337-0393-R HMGP Project Approval Package 02-25-2020	
10.7. Grant Projects Update - Vice Mayor Clark, Assistant Public Works Director Jacques	341 - 343
Agenda Item Report - AIR-20-044 - Pdf	
Awarded and Recommended Grants	
10.8. Agenda Item Updates as needed - Vice Mayor Clark	
1. Lobbyist Reports /Annexation, etc...	
2. MPO/FDOT/FEMA HMGP grants	
3. Agro-Eco Gardens & Centers	
4. Drainage	
10.9. Request to Secure Access to Park Lake, Inc - Vice Mayor Clark	344 - 346
Agenda Item Report - AIR-20-042 - Pdf	
Park Lake Access Request	
10.10. Coca Cola - Vice Mayor Clark	347 - 349
Coca Cola email	
10.11. Toxin Exposure from Cleaning Chemical Analysis Report - Assistant Public Services Director and Assistant Town Manager Daughtrey	350 - 438
Agenda Item Report - AIR-20-043 - Pdf	
Town Hall Chemicals Exposure Report	
10.12. Update RFP FEMA monitoring service - Mayor Mohammed and Town Attorney Ryan	
10.13. Assistant Town Manager Contract - Assistant Town Manager Daughtrey	439 - 460
Newall Daughtrey	
10.14. FEMA ISSA for NFIP Policyholder - Interim Building Official Nunez	461 - 484

[Memo ISS Template for NFIP Policyholder](#)
[Building FEMA contract highlighted](#)
[Building FEMA contract](#)

- 10.15. Special Magistrate for Code Enforcement - Interim Building Official Nunez 485 - 499

[Building Special Magistrate memo](#)
[Building Special Magistrate support](#)
[Building Code Chapter 7](#)

11. ORDINANCES

- 11.1. Rezoning Ordinance - Town Attorney Ryan, Town Planner Miller 500 - 562

ORDINANCE NO. 2020-005

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ZONING; AMENDING THE ZONING CLASSIFICATION FOR LOT 20E, HOLLYWOOD RIDGE FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN MISCELLANEOUS PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, FROM THE PRESENT ZONING CLASSIFICATION OF S-1 CIVIC AND RECREATIONAL DISTRICT TO RM-16A MEDIUM DENSITY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[2020-005 Rezoning](#)
[Rezoning Hipler's Report](#)

12. COMMISSION REPORTS

13. ANNOUNCEMENTS

14. ADJOURNMENT

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

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

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

FPK20031000000389	MENTAL ILLNESS	TOA, TOA	PK	S20	R27
FPK20032100000443	MENTAL ILLNESS	TFR	PK	S20	R27
FPK20031400000410	COMMERCIAL STRUCTURE FIRE	CL, CPD, CPD, CL	PK	S25CF	R27
FPK20031000000384	ELEVATOR RESCUE	CL	PK	S25EV	E27
FPK20031300000399	ELEVATOR RESCUE	CL	PK	S25EV	E7
FPK20031600000418	FUEL SPILL/FUEL ODOR LAND	CL	PK	S25FS	E27
FPK20033100000486	FUEL SPILL/FUEL ODOR LAND	CL	PK	S25FS	E27
FPK20032600000467	GAS LEAK/GAS ODOR	CL	PK	S25GL	R27
FPK20032700000476	MULTIFAMILY STRUCTURE FIRE (GREATER THAN 5 UNITS)	CFD, NTR	PK	S25MF	R27
FPK20032300000454	ANY FIRE NOT OTHERWISE CATEGORIZED	CL	PK	S25OT	E27
FPK20030400000349	RESIDENTIAL FIRE	CL	PK	S25RS	R27
FPK20032600000470	RESIDENTIAL FIRE	COS, CL	PK	S25RS	R27
FPK20030700000368	VEHICLE FIRE	CL	PK	S25VF	E27
FPK20033100000487	VEHICLE FIRE	CL	PK	S25VF	E27
FPK20030900000374	ASSAULT	CPD	PK	S31IJ	R27
FPK20031400000404	SUICIDE ATTEMPT	CL	PK	S32	R27
FPK20031800000429	SUICIDE THREAT	CL	PK	S32T	
FPK20031500000415	FIGHT	CFD	PK	S36IJ	R27
FPK20031800000428	FIGHT	CPD	PK	S36IJ	R227
FPK20032100000441	FIGHT	OTH	PK	S36IJ	R27
FPK20032500000464	DOMESTIC DISTURBANCE	CL	PK	S38IJ	R27
FPK20031400000405	HIT AND RUN WITH INJURIES	TFR	PK	S3I	BC7
FPK20031400000406	HIT AND RUN WITH INJURIES	NTR	PK	S3I	R227
FPK20031400000407	HIT AND RUN WITH INJURIES	DUP	PK	S3I	
FPK20032700000475	FIRE ALARM	CL	PK	S49F	E27
FPK20031600000420	MEDICAL ALARM	CL	PK	S49M	R27
FPK20031500000414	FIRE ALARM - MULTI-FAMILY	CL	PK	S49MF	E27
FPK20031200000394	ACCIDENT ROLLOVER OR EXTRICATION	CL	PK	S4E	R27
FPK20031300000402	ACCIDENT ROLLOVER OR EXTRICATION	TOA, TOA	PK	S4E	R7
FPK20031500000412	ACCIDENT ROLLOVER OR EXTRICATION	NTR	PK	S4E	R27
FPK20030100000335	ACCIDENT HIGHWAY	CL	PK	S4H	R27
FPK20030400000354	ACCIDENT HIGHWAY	TFR	PK	S4H	R27

FPK20030500000362	ACCIDENT HIGHWAY	NTR	PK	S4H	R227
FPK20030700000367	ACCIDENT HIGHWAY	TFR	PK	S4H	R17
FPK20031000000385	ACCIDENT HIGHWAY	CL, TFR	PK	S4H	R27
FPK20031000000386	ACCIDENT HIGHWAY	DUP	PK	S4H	
FPK20031100000393	ACCIDENT HIGHWAY	NTR, NTR, NTR, NTR	PK	S4H	R27
FPK20032000000432	ACCIDENT HIGHWAY	CL, UNF, NTR, UNF, NTR	PK	S4H	R27
FPK20032300000455	ACCIDENT HIGHWAY	CL	PK	S4H	R27
FPK20032300000456	ACCIDENT HIGHWAY	TFR	PK	S4H	R27
FPK20033000000483	ACCIDENT HIGHWAY	NTR, NTR	PK	S4H	R27
FPK20033100000485	ACCIDENT HIGHWAY	REF, NTR, CL	PK	S4H	R27
FPK20030100000330	ACCIDENT WITH INJURIES	NTR	PK	S4I	R27
FPK20030100000331	ACCIDENT WITH INJURIES	TFR	PK	S4I	R27
FPK20030100000332	ACCIDENT WITH INJURIES	NTR	PK	S4I	R227
FPK20030100000333	ACCIDENT WITH INJURIES	NTR	PK	S4I	R27
FPK20030300000345	ACCIDENT WITH INJURIES	CFD, TFR, TFR	PK	S4I	R27
FPK20030300000346	ACCIDENT WITH INJURIES	DUP, CPD, NTR	PK	S4I	R227
FPK20030500000360	ACCIDENT WITH INJURIES	NTR, NTR	PK	S4I	R27
FPK20031300000396	ACCIDENT WITH INJURIES	TFR	PK	S4I	R27
FPK20031300000397	ACCIDENT WITH INJURIES	NTR	PK	S4I	E27
FPK20031500000417	ACCIDENT WITH INJURIES	UNF, NTR, NTR, UNF	PK	S4I	R227
FPK20032000000436	ACCIDENT WITH INJURIES	TFR	PK	S4I	R27
FPK20032200000450	ABDOMINAL PAIN	NTR, REF	PK	S67AP	R27
FPK20032500000461	ABDOMINAL PAIN	TFR	PK	S67AP	R27
FPK20032500000462	ABDOMINAL PAIN	TFR	PK	S67AP	R27
FPK20030200000339	BACK PAIN	TFR	PK	S67BP	R27
FPK20032600000469	BACK PAIN	TFR	PK	S67BP	R227
FPK20032800000481	BACK PAIN	TFR	PK	S67BP	R27
FPK20030200000343	CHEST PAINS NON-TRAUMATIC	TFR	PK	S67CP	R27
FPK20030300000344	CHEST PAINS NON-TRAUMATIC	TFR	PK	S67CP	R27
FPK20030400000352	CHEST PAINS NON-TRAUMATIC	TFR	PK	S67CP	R27
FPK20030900000373	CHEST PAINS NON-TRAUMATIC	TFR	PK	S67CP	R27
FPK20030900000377	CHEST PAINS NON-TRAUMATIC	TFR	PK	S67CP	R227

FPK20031000000381	CHEST PAINS NON-TRAUMATIC	TFR	PK	S67CP	R27
FPK20031000000383	CHEST PAINS NON-TRAUMATIC	TFR	PK	S67CP	R27
FPK20031200000395	CHEST PAINS NON-TRAUMATIC	NTR	PK	S67CP	R7
FPK20031400000408	CHEST PAINS NON-TRAUMATIC	NTR	PK	S67CP	R27
FPK20031700000425	CHEST PAINS NON-TRAUMATIC	TFR	PK	S67CP	R90
FPK20032000000437	CHEST PAINS NON-TRAUMATIC	TFR	PK	S67CP	R27
FPK20032100000442	CHEST PAINS NON-TRAUMATIC	REF	PK	S67CP	R227
FPK20032100000444	CHEST PAINS NON-TRAUMATIC	TFR	PK	S67CP	R227
FPK20032300000457	CHEST PAINS NON-TRAUMATIC	TFR	PK	S67CP	R27
FPK20032500000463	CHEST PAINS NON-TRAUMATIC	TFR	PK	S67CP	R27
FPK20032700000473	CARDIAC/RESPIRATORY ARREST	CL, TFR	PK	S67CR	R27
FPK20030400000355	DIABETIC	NTR	PK	S67DB	R27
FPK20030800000372	FALL NO INJURY	TFR	PK	S67F	E27
FPK20030100000336	FALL INJURY	REF, NTR	PK	S67FI	R27
FPK20030200000338	FALL INJURY	TFR	PK	S67FI	R27
FPK20030200000342	FALL INJURY	TFR	PK	S67FI	R27
FPK20030500000358	FALL INJURY	TFR	PK	S67FI	R27
FPK20030600000364	FALL INJURY	TFR	PK	S67FI	R27
FPK20030700000366	FALL INJURY	CL	PK	S67FI	R227
FPK20030800000370	FALL INJURY	TFR	PK	S67FI	R27
FPK20031600000423	FALL INJURY	TFR	PK	S67FI	R27
FPK20031800000427	FALL INJURY	TFR	PK	S67FI	R27
FPK20032200000446	FALL INJURY	TFR	PK	S67FI	R27
FPK20032800000477	FALL INJURY	TFR	PK	S67FI	R27
FPK20032900000482	FALL INJURY	TFR	PK	S67FI	R27
FPK20030900000379	HEMORRHAGE OR LACERATION	TFR	PK	S67HM	R90
FPK20031500000416	HEMORRHAGE OR LACERATION	TFR	PK	S67HM	R27
FPK20030800000369	HEART PROBLEMS	TFR	PK	S67HP	R27
FPK20031000000382	HEART PROBLEMS	TFR	PK	S67HP	R227
FPK20032000000433	HEART PROBLEMS	CL	PK	S67HP	R27
FPK20032200000449	HEART PROBLEMS	TFR	PK	S67HP	R27
FPK20032600000466	HEART PROBLEMS	TFR	PK	S67HP	R27

FPK20032300000458	INFECTIOUS DISEASE ALPHA LEVEL	TFR	PK	S67IDA	R27
FPK20032600000471	INFECTIOUS DISEASE ALPHA LEVEL	TFR	PK	S67IDA	R27
FPK20032800000480	INFECTIOUS DISEASE ALPHA LEVEL	TFR	PK	S67IDA	R27
FPK20032200000445	INFECTIOUS DISEASE CHARLIE LEVEL	REF, NTR	PK	S67IDC	R27
FPK20032200000448	INFECTIOUS DISEASE CHARLIE LEVEL	REF	PK	S67IDC	R27
FPK20032400000459	INFECTIOUS DISEASE DELTA LEVEL	TFR	PK	S67IDD	R27
FPK20030400000348	OBSTETRICAL/PREGNANCY/CHILDBIRTH/MISCARRIAGE	CCL	PK	S67OB	R27
FPK20032200000451	OVERDOSE OR POISONING	TFR	PK	S67OD	R27
FPK20030100000334	UNCONSCIOUS OR FAINTING	CL, TFR	PK	S67PO	R227
FPK20030100000337	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20030200000340	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20030300000347	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20030500000361	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20030800000371	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20031100000390	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20031100000392	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20031400000411	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20031600000421	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20031700000424	UNCONSCIOUS OR FAINTING	CL	PK	S67PO	R7
FPK20032000000434	UNCONSCIOUS OR FAINTING	CL, TFR	PK	S67PO	R227
FPK20032000000435	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20032000000438	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R227
FPK20032100000440	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20032300000453	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20032500000465	UNCONSCIOUS OR FAINTING	NTR	PK	S67PO	R27
FPK20030500000357	SICK PERSON	TFR	PK	S67SP	R27
FPK20030900000376	SICK PERSON	TFR	PK	S67SP	R27
FPK20031300000398	SICK PERSON	TFR	PK	S67SP	R27
FPK20031300000401	SICK PERSON	TFR	PK	S67SP	R27
FPK20031400000403	SICK PERSON	TFR	PK	S67SP	R27
FPK20032100000439	SICK PERSON	NTR	PK	S67SP	R27
FPK20032600000472	SICK PERSON	TFR	PK	S67SP	R27

FPK20032700000474	SICK PERSON	TFR	PK	S67SP	R27
FPK20032800000478	SICK PERSON	DUP	PK	S67SP	
FPK20032800000479	SICK PERSON	TFR	PK	S67SP	R27
FPK20033100000484	SICK PERSON	TFR	PK	S67SP	R27
FPK20030400000350	STROKE	TFR	PK	S67ST	R60
FPK20030500000356	STROKE	TFR	PK	S67ST	R27
FPK20030900000378	STROKE	TFR	PK	S67ST	R27
FPK20030400000353	SEIZURE	TFR	PK	S67SZ	R27
FPK20030500000359	SEIZURE	DUP	PK	S67SZ	
FPK20030200000341	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20030400000351	TROUBLE BREATHING	TFR	PK	S67TB	R17
FPK20030900000375	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20031000000388	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20031100000391	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20031300000400	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20031400000409	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20031500000413	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20031600000419	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20031600000422	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20031900000431	TROUBLE BREATHING	TFR	PK	S67TB	R17
FPK20032300000452	TROUBLE BREATHING	NTR, REF	PK	S67TB	R27
FPK20032400000460	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20032600000468	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20030500000363	UNKNOWN MEDICAL	TFR	PK	S67TB	R27
FPK20030700000365	UNKNOWN MEDICAL	REF	PK	S67UM	R27
FPK20030900000380	UNKNOWN MEDICAL	NTR	PK	S67UM	R27
FPK20031800000430	UNKNOWN MEDICAL	TFR	PK	S67UM	R227
FPK20033100000488	UNKNOWN MEDICAL	TFR	PK	S67UM	R27
FPK20031000000387	FIRE OR MEDICAL SERVICE CALL	NTR	PK	S67UM	R27
FPK20031700000426	FIRE OR MEDICAL SERVICE CALL	NTR	PK	S68	E27
FPK20032200000447	FIRE OR MEDICAL SERVICE CALL	CL	PK	S68	E27
FPK20033100000489	FIRE OR MEDICAL SERVICE CALL	NTR	PK	S68	E27
		CL	PK	S68	E27

S25 FIRE	12
S4 ACCIDENT	29
S49 ALARMS	3
S67 SICK PERSON	116
TOTAL	160

FPK20040800000529	COMMERCIAL STRUCTURE FIRE	CL	PK	S25CF	R27
FPK20041000000530	COMMERCIAL STRUCTURE FIRE	CL	PK	S25CF	R27
FPK20040100000491	ELECTRICAL UTILITY FIRE	CL	PK	S25EH	E27
FPK20040100000492	ELECTRICAL UTILITY FIRE	CL	PK	S25EH	E27
FPK20041800000561	ELEVATOR RESCUE	CL	PK	S25EV	E27
FPK20042700000598	ELEVATOR RESCUE	CL	PK	S25EV	E27
FPK20042900000607	FUEL SPILL/FUEL ODOR LAND	CL	PK	S25FS	Q7
FPK20040800000522	GAS LEAK/GAS ODOR	NTR	PK	S25GL	R27
FPK20041800000562	ODOR (STRANGE/UNKNOWN)	CL	PK	S25OR	E27
FPK20041900000566	RESIDENTIAL FIRE	CL	PK	S25RS	R27
FPK20042800000601	RESIDENTIAL FIRE	CL, CL, CL, (PK		S25RS	R27
FPK20040600000514	VEHICLE FIRE	TOA	PK	S25VF	E27
FPK20042900000603	VEHICLE FIRE	CL	PK	S25VF	E27
FPK20040300000502	ASSAULT	NTR, CPD	PK	S31IJ	R27
FPK20041500000545	ASSAULT	CPD	PK	S31IJ	R27
FPK20041600000555	SUICIDE ATTEMPT	NTR, CPD	PK	S32	R27
FPK20041600000556	SUICIDE ATTEMPT	NTR, REF	PK	S32	R27
FPK20040600000517	SUICIDE THREAT	NTR	PK	S32T	R27
FPK20042500000588	FIGHT	NTR, CPD	PK	S36IJ	R27
FPK20041400000542	DOMESTIC DISTURBANCE	TFR	PK	S38IJ	R227
FPK20042400000583	HIT & RUN ON HIGHWAY	CL	PK	S3H	R27
FPK20040500000511	TRAFFIC ACCIDENT STANDBY	DUP	PK	S4	
FPK20042800000602	TRAFFIC ACCIDENT STANDBY	CPD, CPD, I	PK	S4	BC17
FPK20040500000513	ROBBERY-PERSONAL/BUSINESS	CL	PK	S41IJ	R90
FPK20041500000549	OPEN WATER BOAT MARINE ACCIDENT	NTR	PK	S44OW	R27
FPK20041900000565	FIRE ALARM - COMMERCIAL STRUCTURE	CL	PK	S49CF	E27
FPK20042700000596	FIRE ALARM - COMMERCIAL STRUCTURE	CL	PK	S49CF	E27
FPK20040100000493	FIRE ALARM	CL	PK	S49F	E27
FPK20040400000507	FIRE ALARM	CL	PK	S49F	E27
FPK20040500000509	FIRE ALARM	CL	PK	S49F	E27
FPK20041200000534	FIRE ALARM	CL	PK	S49F	E27
FPK20041200000536	FIRE ALARM	CL	PK	S49F	E27
FPK20042500000586	FIRE ALARM - HIGH LIFE HAZARD	CL	PK	S49HH	E27
FPK20040100000494	FIRE ALARM - RESIDENTIAL	CL	PK	S49RS	E27
FPK20040100000495	FIRE ALARM - RESIDENTIAL	CFD	PK	S49RS	
FPK20041500000550	ACCIDENT HIGHWAY	NTR	PK	S4H	R27
FPK20042000000569	ACCIDENT HIGHWAY	TOA	PK	S4H	R27
FPK20042600000593	ACCIDENT HIGHWAY	NTR, NTR	PK	S4H	R27
FPK20042900000608	ACCIDENT HIGHWAY	NTR	PK	S4H	R27
FPK20041200000537	ACCIDENT WITH INJURIES	CL, TFR	WP	S4I	R27
FPK20041700000559	ACCIDENT WITH INJURIES	NTR	PK	S4I	R27
FPK20042100000575	ACCIDENT WITH INJURIES	NTR	WP	S4I	R27
FPK20042200000576	ACCIDENT WITH INJURIES	TFR	PK	S4I	R27
FPK20042600000590	ACCIDENT WITH INJURIES	NTR	PK	S4I	R27

FPK20042600000594	ACCIDENT WITH INJURIES	CPD, CPD	PK	S4I	R27
FPK20042700000597	ACCIDENT WITH INJURIES	NTR, CPD, I	PK	S4I	R27
FPK20041300000538	BACK PAIN	TFR	PK	S67BP	R27
FPK20040200000500	CHOKING	NTR	PK	S67CK	R27
FPK20040800000525	CHEST PAINS NON-TRAUMATIC	TFR	PK	S67CP	R227
FPK20041300000541	CHEST PAINS NON-TRAUMATIC	CL	PK	S67CP	R27
FPK20040800000523	DIABETIC	NTR	PK	S67DB	R27
FPK20042000000571	DIABETIC	TFR	PK	S67DB	R27
FPK20042600000595	DIABETIC	NTR	PK	S67DB	R27
FPK20040100000496	FALL INJURY	TFR	PK	S67FI	R27
FPK20040200000499	FALL INJURY	NTR	PK	S67FI	R27
FPK20040500000508	FALL INJURY	NTR	PK	S67FI	R27
FPK20040700000519	FALL INJURY	TFR	PK	S67FI	R27
FPK20040800000524	FALL INJURY	TFR	PK	S67FI	R27
FPK20040800000527	FALL INJURY	TFR	PK	S67FI	R27
FPK20041500000548	FALL INJURY	TFR	PK	S67FI	R27
FPK20041700000558	FALL INJURY	DUP, DUP	PK	S67FI	R27
FPK20042300000580	FALL INJURY	TFR	PK	S67FI	R27
FPK20042600000589	FALL INJURY	NTR	PK	S67FI	R27
FPK20042900000604	FALL INJURY	TFR	PK	S67FI	R27
FPK20042900000606	FALL INJURY	NTR, REF	PK	S67FI	R27
FPK20041100000533	HEADACHE	TFR	PK	S67HE	R27
FPK20041900000567	HEMORRHAGE OR LACERATION	TFR	PK	S67HM	R27
FPK20042000000570	HEMORRHAGE OR LACERATION	TFR	PK	S67HM	R27
FPK20042500000584	HEMORRHAGE OR LACERATION	TFR	PK	S67HM	R27
FPK20043000000612	HEMORRHAGE OR LACERATION	CL	PK	S67HM	R227
FPK20040100000490	INFECTIOUS DISEASE CHARLIE LEVEL	NTR	PK	S67IDC	R27
FPK20040600000516	INFECTIOUS DISEASE CHARLIE LEVEL	TFR	PK	S67IDC	R227
FPK20041100000532	INFECTIOUS DISEASE CHARLIE LEVEL	CCL	PK	S67IDC	R227
FPK20042100000574	INFECTIOUS DISEASE CHARLIE LEVEL	TFR	PK	S67IDC	R27
FPK20040300000504	INFECTIOUS DISEASE DELTA LEVEL	TFR	PK	S67IDD	R27
FPK20040400000506	INFECTIOUS DISEASE DELTA LEVEL	TFR	PK	S67IDD	R27
FPK20041400000543	INFECTIOUS DISEASE DELTA LEVEL	NTR, REF	PK	S67IDD	R27
FPK20041500000551	INFECTIOUS DISEASE DELTA LEVEL	TFR	PK	S67IDD	R227
FPK20041600000553	INFECTIOUS DISEASE DELTA LEVEL	TFR	PK	S67IDD	R27
FPK20041800000563	INFECTIOUS DISEASE DELTA LEVEL	NTR	PK	S67IDD	R27
FPK20042600000592	INFECTIOUS DISEASE DELTA LEVEL	TFR	PK	S67IDD	R27
FPK20042700000599	INFECTIOUS DISEASE DELTA LEVEL	NTR	PK	S67IDD	R227
FPK20042800000600	INFECTIOUS DISEASE DELTA LEVEL	TFR	PK	S67IDD	R27
FPK20042200000577	INJURY	TFR	PK	S67IJ	R27
FPK20040200000498	OBSTETRICAL/PREGNANCY/CHILDBIRT	TFR	PK	S67OB	R27
FPK20042300000581	OVERDOSE OR POISONING	TFR	PK	S67OD	R27
FPK20040300000503	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20040800000528	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R227

FPK20041200000535	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20041500000546	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20041600000552	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20042000000572	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R227
FPK20042100000573	UNCONSCIOUS OR FAINTING	TFR	PK	S67PO	R27
FPK20042500000585	UNCONSCIOUS OR FAINTING	NTR	PK	S67PO	R227
FPK20043000000611	UNCONSCIOUS OR FAINTING	NTR	PK	S67PO	R227
FPK20040100000497	SICK PERSON	TFR	PK	S67SP	R27
FPK20040400000505	SICK PERSON	CL	PK	S67SP	R7
FPK20040700000518	SICK PERSON	TFR	PK	S67SP	R27
FPK20040800000526	SICK PERSON	TFR	PK	S67SP	R27
FPK20041300000539	SICK PERSON	NTR, REF	PK	S67SP	R227
FPK20041500000547	SICK PERSON	TFR	PK	S67SP	R227
FPK20042600000591	SICK PERSON	TFR	PK	S67SP	R27
FPK20042900000609	SICK PERSON	TFR	PK	S67SP	R27
FPK20043000000610	SICK PERSON	TFR	PK	S67SP	R27
FPK20040700000521	STROKE	NTR	PK	S67ST	R27
FPK20041900000564	SEIZURE	TFR	PK	S67SZ	R27
FPK20042200000578	SEIZURE	TFR	PK	S67SZ	R27
FPK20042200000579	SEIZURE	TFR	PK	S67SZ	R27
FPK20040500000510	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20040700000520	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20041100000531	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20041300000540	TROUBLE BREATHING	TFR	PK	S67TB	R227
FPK20041600000554	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20041800000560	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20042000000568	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20042400000582	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20042500000587	TROUBLE BREATHING	TFR	PK	S67TB	R27
FPK20040200000501	UNKNOWN MEDICAL	TFR	PK	S67UM	R27
FPK20040500000512	UNKNOWN MEDICAL	TFR	PK	S67UM	R27
FPK20040600000515	UNKNOWN MEDICAL	NTR, NTR	PK	S67UM	E27
FPK20042900000605	UNKNOWN MEDICAL	NTR	PK	S67UM	R27
FPK20041500000544	FIRE OR MEDICAL SERVICE CALL	NTR	PK	S68	BC7
FPK20041700000557	FIRE OR MEDICAL SERVICE CALL	CL	PK	S68	E27

S25 FIRE	13
S4 ACCIDENT	4
S49 ALARMS	10
S67 SICK PERSON	104
TOTAL	131



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

Agenda Request

Meeting Date:	
Subject:	Building Department - Monthly Status Report - April 2020
Initiated by:	☒ City Council ☐ City Attorney ☐ City Manager/Staff
Prepared by:	Name & Title: Miguel A. Nunez, Building Official
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Memorandum NO.: 20-010
Fiscal Impact:	
Policy Question(s) for Council Considerations:	
Summary:	Monthly Status Report - April 2020
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	



TOWN OF PEMBROKE PARK

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

MEMORANDUM NO.: 20-010

DATE: May 8, 2020
TO: Newall Daughtrey, Acting Town Manager
FROM: Miguel A. Núñez, Building Official 
RE: **MONTHLY STATUS REPORT – APRIL 2020**

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

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

Respectfully submitted.

Cc: Marlen Martell, Interim Deputy Clerk
File.



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT

3150 SW 52ND Avenue

Pembroke Park, FL 33023

Building Department

Monthly Status Report

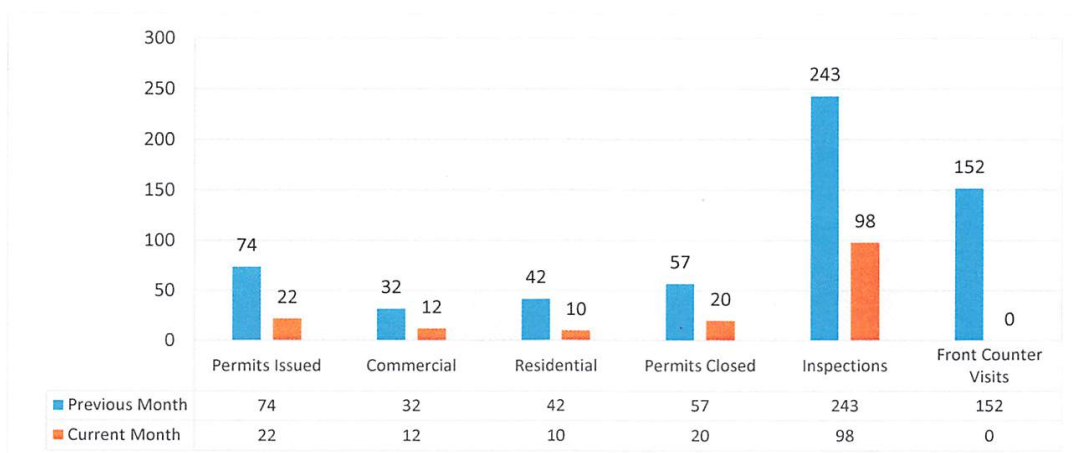
April 2020

Summary:

During this reporting period, the Building Department staff continued to service our developers, contractors, residents, and internal customers, and due the current constraints presented by the COVID-19 global pandemic, the department has expanded its “electronic plans review” using the current system to the fullest and adapting additional technology for an increased non-contact approach by using virtual meetings and teleconferences with our external and internal customers; while maintaining our personalized assistance in the permitting process, transparency, integrity, and availability.

Furthermore, this non-contact approach is expected to continue during the following months; we are seeking additional opportunities for added efficiency and productivity measures, during this unprecedented times and beyond.

By the Numbers:

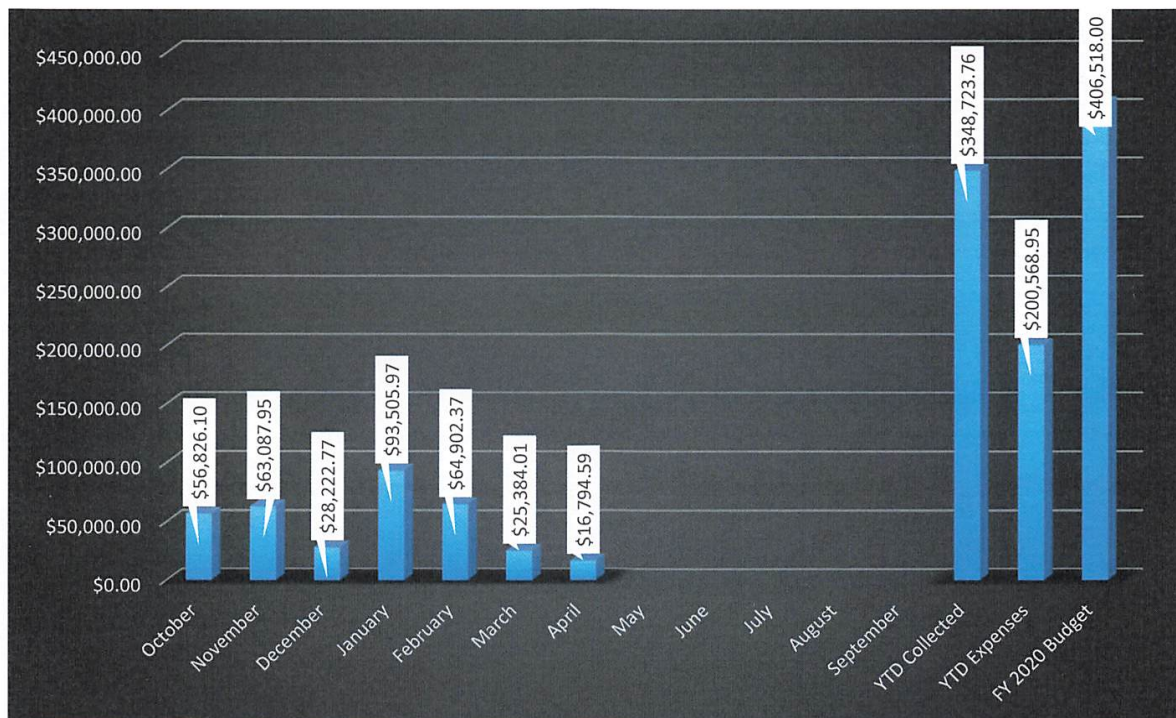


During this reporting period the Building Department maintained the number of permits issued and the Front Counter Visits was substantially decreased due the emergency measures from the previous reported period. Also, inspections were as follows:

Structural = 41, Mechanical = 34, Electrical = 20 and Plumbing 3 for a total of 98 Inspections.

Revenue:

During this reporting period the Building Department and the new Fiscal Year (FY20) associated disciplines (Structural, Electrical, Plumbing and Mechanical) have collected \$348,723.76; In addition, we can inform that as of-to-date the Building Department expenses are approximate \$200,326.26 see chart below for graphical information:



Large Construction Projects Summary:

	Not Started	In Progress	No Action	Completed
Status / Commissioner District	Project	Description	Notes	

	Seneca Town Center		
1	Building 1	Building Shell (Structure)	Completed.
1	<i>Unit 100</i>	Tenant Improvement	Completed.
1	<i>Unit 200</i>	Tenant Improvement	As of the date of this report; the permit has been approved for issuance and waiting for payment.
1	<i>Unit 300</i>	Tenant Improvement	Submitted for Plans Review second cycle and waiting for resubmittal after comments were rendered.
1	<i>Unit 800</i>	Tenant Improvement	Completed
1	Building 2	Building Shell (Structure)	Submitted for Plans Review Third cycle and waiting for resubmittal after comments were rendered. Meetings were held with Architect and developer to review comments.
1	Building 3	Building Shell (Structure)	Submitted for Plans Review Second cycle and waiting for resubmittal after comments were rendered.
1	Building 4	Building Shell (Structure)	Completed.
1	<i>Unit 100</i>	Tenant Improvement	Completed
1	<i>Unit 300</i>	Tenant Improvement	Completed
1	<i>Unit 400</i>	Tenant Improvement	Completed
1	Coca-Cola	Various Improvements	Currently under the inspections process.
3	Value Store It	6 Story Storage Building	Completed
4	Pembroke Plaza	Shopping Center Building	Currently under the plan review process.
4	3-Story Building (2991 SW 32 nd Avenue)	Office – Shell (Structure)	Submitted for Plans Review First cycle and waiting for resubmittal after comments were rendered.

Additional Comments:

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

AGENDA ITEM REPORT



To:

Subject: Business Tax Receipt and Billing Update

Meeting: DRAFT WORKSHOP COMMISSION MEETING - May 27 2020

Department: Finance

Staff Contact: Michelle Grooms,

BACKGROUND INFORMATION:

See attachment.

RECOMMENDATION:

None

ATTACHMENTS:

[BTR - Billing Report for Comm May 2020](#)

	Status:
Town Clerk, Deputy Town Clerk	Approved - May 20 2020
Finance director, Finance & Budget Director	Approved - May 20 2020
Newall J. Daughtrey, Assistant Town Manager	Approved - May 22 2020

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BILLING AND COLLECTIONS FOR 2019-2020
(REIMBURSEABLE EXPENSES, SPECIAL ASSESSMENTS AND OTHER COLLECTABLE FEES)

2 of 2

Page 3 of 3

40	FBR	FIRE RE-INSPECTION FEES - NEW BTR	\$70.00	\$50.00	\$10.00	14.3%	OUTSTANDING ACCTS	\$10.00	14.3%		
41	AN	FIRE INSPECTION FEES- ANNUAL BTR	\$51,364.00	\$43,862.00	\$5,837.00	11.4%	OUTSTANDING ACCTS	\$1,665.00	3.2%		
42	**Billboard billing included in annual renewal statements : CBS-\$7,500; Clear Channel \$20,000 and Scarletts \$15,000									X	
43	TOTAL BILLED ON ANNUAL RENEWAL STATEMENTS-LINES 35-41			\$279,513.85	\$255,432.85	\$14,762.00	5.28%	OUTSTANDING ACCTS	\$9,319.00	3.33%	
44					91.38%	ACCTS COLLECTED AS OF 5/19/20					
45											
46	PENALTIES BILLED ON RENEWALS - FISCAL YR 2019/2020			Billed FY 19/20	Amt Collected	Pending	OOB/ADJUSTMENT			%	
47	PF	Billing period report for 10/01/2019 - 2/29/2020	\$4,743.48	\$2,122.990	\$2,465.69	52.0%	OUTSTANDING ACCTS	\$154.80	3.3%		
48											
49	NEW ACCTS - FISCAL YR 2019/2020			Billed FY 19/20	Amt Collected	Projected billing (10% OF BILLING FY 19/20)			AMT PENDING		
50	LC / OL >6/24	BTR	\$10,379.00	\$9,121.50	\$13,329.59	77.9%	Projected Amt Reached	\$1,257.50			
51	CCU/CU >6/24	CERTIFICATE OF USE	\$682.50	\$630.00	--			\$52.50			
52	SF	SIGNS	\$0.00	\$0.00	--						
53	CAL/AL>6/24	ALARM REGISTRATION	\$740.00	\$545.00	\$309.00		Projected Amt Reached	\$195.00			
54	BIF	BLDG DEPT INSP - NEW/ RE-INSP	\$2,350.00	\$2,300.00	--		Total as of 5/19/20	\$50.00			
55	FB	FIRE INSPECTIONS- NEW / RE-INSP/ ANNUAL	\$8,570.00	\$8,370.00	--		Total as of 5/19/20	\$200.00			
56	AN	FIRE INSP FEES- ANNUAL BTR (FY 18/19, FY 19/20)	\$5,290.00	\$5,005.00			\$285.00 OOB/ADJUSTMENT	\$0.00			
57	TOTAL NEW ACCT BILLING - LINES 49-56			\$28,011.50	\$25,971.50		Billing/Collection for 6/24/19-5/19/20	\$1,755.00			
58											
59											
60	ASSESSMENT IN LIEU OF PROPERTY TAXES			Billed FY 19/20	Amt Collected	Amt Pending					
61	083950B	KOINONIA	\$46,980.18	\$26,980.18	20,000.00	BILLED -MTHLY PAYMENTS @ \$5000 - NEXT BILL 6/2020					
62	105800B	PEMBROKE PK CHURCH OF CHRIST	\$15,956.54	\$0.00	\$95,706.30	*Bal Past due 3/2019-\$79,749.76 Plus FY19/20 Pending Bill					
63	TOTAL BILLED IN LIEU OF PROPERTY TAXES-LINES 60-62			\$62,936.72	\$26,980.18						
64											
65	OTHER COLLECTABLE FEES			Billed FY 19/20	Amt Collected	Amt Pending					
66	BUS BENCHES ADV. - GOLD COAST			\$4,250.00	\$4,250.00	0.00	BILLING COMPLETE-NEXT BILL 11/2020			X	
67	BUS SHELTER ADV - CLEAR CHANNEL(FY 17/18,FY 19/20)			\$2,100.00	\$2,100.00	\$3,750.00	*\$3,570.00 Past Due 9/30/18 for Prior FY 17/18				
68	002767	CLEAR CHANNEL (Additional fee for LED Billboard)	\$240.00	\$280.00	(40.00)	BILLED ANNUALLY - NEXT BILL 4/2021			X		
69	CANAL STREET-REIMB LEGAL FEES			\$2,019.50	\$2,019.50	0.00	ADDITIONAL BILLING 1/31/20 - BILLING COMPLETE			X	
70	108306EXS	CORP DONATION - SCARLETT'S/JW LEE	\$8,000.00	\$8,000.00	0.00	BILLED MTHLY @ \$1000 - NEXT BILL 6/2020					
71	FDOT-LIGHTING MAINTENANCE			\$0.00	\$0.00	0.00	BILLED ANNUALLY -NEXT BILL 5/22/2020				
72	065100	FPL FIBERNET- RIGHT OF WAY	\$2,000.00	\$2,000.00	0.00	BILLING COMPLETE - NEXT BILL 12/2020			X		
73	112403EX	POLO CLUB - EXTENDED HRS LICENSE	\$5,000.00	\$0.00	\$19,000.00	*Past due \$14,000.00- Recalculation pending - New rates					
74	108306EX	SCARLETT'S - EXTENDED HRS LICENSE	\$5,000.00	\$5,000.00	0.00	*BILLING COMPLETE (PAYMENT REC'VD IN FY 18/19)			X		
75	118907R	SHORELINE FOUNDATION-AGREEMT RT-A-WY	\$621.44	\$621.44	0.00	BILLING COMPLETE - NEXT BILL 12/2020			X		
76	MAC'S TOWING			\$0.00	\$0.00	0.00	BILLED ANNUALLY - NEXT BILL 9/2020				
77	FROM DEPTS										
78	PUBLIC WKS	FALSE ALARM BILLING	\$5,310.00	\$3,060.00	\$2,250.00	Total as of 5/19/2020					
79	CODE ENF	PERMANENT RV FEES	\$1,125.00	\$1,125.00	\$0.00	ESTIMATED BILLING \$2,600					
80	TOTAL BILLED OTHER COLLECTABLES-LINES 61-79			\$35,665.94	\$28,455.94						
81											
82	PROJECTS										
83											
84	Working with Code to Collect Outstanding Renewals			23	accounts from Fiscal Year 2018-2019 AS OF 5-19-20						
85											
86	COLLECTION REPORT			Bal on Acct	Amt Collected	Pending	OOB/ADJUSTMENTS			%	
87	Inactive Accounts as of 9/30/18 (mailing completed 11/6/2019)			\$60,723.10	\$4,875.02	\$35,330.27	* \$2,151.82 or 44.14% of amt paid was collected prior to collection letter mailout project.			33.8%	
88	(Collection period 10/1/2018-3/1/2020)										
89	Collection mailout project supplies cost approximately \$1,200.00 (Supplies include: ink cartridges, copy paper, labels, envelopes, postage for 200 accounts)										

As of 5/20/2020

File Name: BTR - Billing Report for Comm May 2020, By: MRG

AGENDA ITEM REPORT



To:

Subject: Update on Outstanding Renewal Fiscal Year 2018-2019

Meeting: DRAFT WORKSHOP COMMISSION MEETING - May 27 2020

Department: Finance

Staff Contact: Michelle Grooms,

BACKGROUND INFORMATION:

See attachment.

RECOMMENDATION:

None

ATTACHMENTS:

[Bal of Acct from FY 17-18 as of 5-19-20](#)

OUTSTANDING RENEWALS FY 2018-2019
AS OF MAY 19, 2020

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	Name	LocalAddress	AcctNo	Prior Yr(s) Balance brought forward Y-Yes / N-No in Fiscal Yr 2018-19	Billing includes Business Tax Y-Yes / No	
1	ANDERSONS AUTOMOTIVE	5507 SW 25CT	009515	N	Y	
2	DRE COUTURE	2930 SW 30AVE, B	045660C	Y	N	
3	A TO Z MARKETING	1869 SW 31AVE	101329	Y	Y	
	The following accounts are other billing that were mailed with renewals FY 18-19					
4	PEMBROKE PK COC	3707 SW 56 AVE	105800B	Y	N	
5	THE POLO CLUB, INC	5590 W HALL BCH BLVD	112403EX	Y	N	
6	THE POLO CLUB, INC	5590 W HALL BCH BLVD	112403EXA	Y	N	
7	AUDIO VIDEO MD INC	2940COUNTRY CLUB LN	004888	N	Y	Code Case
8	JON CHISTYAKOV	2401 J PLYONS LN, F24-26	037610	Y	Y	Code Case
9	AAA CLOSEOUT NETWORK	2673 PARKLN	042625	Y	N	Code Case
10	AAA CLOSEOUT NETWORK	2681 PARKLN	042626	Y	N	Code Case
11	CARE ONE LOGISTICS	2657 -2665PARK LN	044250	Y	N	Code Case
12	EXECUTIVE DIESEL	3154 PEMBRD	051263C	Y	N	Code Case
13	FLORIDA STORM SHUTTERS	3120 PEMBRD, 241	054825C	Y	N	Code Case
14	H & G QUALITY / AC CUSTOM	2565 PARKLN	067650C	Y	N	Code Case
15	MOVING SERVICES INC	2617 / 2625PARK LN	094912	Y	N	Code Case
16	NEVILLE SHEPHERD LLC	3130 PEMBRD, 404	099700	Y	Y	Code Case
17	OCHI PROPERTIES LLC	2863 S PARKRD	101340C	Y	N	Code Case
18	R.S. TRADING CO	2673 S PARKLN	112923	Y	Y	Code Case
19	ROODY JEAN GILLES CABINETRY	3120 PEMBRD, 234-235	113990C	Y	N	Code Case
20	WILFORD SAMUEL	2350 S PARKRD, 205	116205	Y	N	Code Case
21	TAJ FASHION	2930 SW 30AVE, K&L	125610	N	Y	Code Case
22	TEAM MARKETING GROUP, INC	3107 WHALL BCH BLVD, 3	125684	N	Y	Code Case
23	TRAUPE RESIDENCE	3841 SW 52AVE, 108	126992	Y	N	Code Case
24	ALASHAHOLIC	3001 WHALL BCH BLVD, 306	004903C	PAID-8/2019	N	
25	ALFREDO ORTIZ CUSTOM KITCHEN	2401 J PLYONS LN, C29	005040C*N	CLOSED ACCT	N	
26	AMAZING EVENTS & RENTALS INC	2950-2952SW 30 AVE	007460	CLOSED ACCT	Y	
27	THERESA CAMPBELL	5501 SW 33STREET, S	034262*N	CLOSED ACCT	N	
28	CHARLIES IRONWORKS	3120 PEMB RD, 214	035930	PAID-4/2019	Y	

OUTSTANDING RENEWALS FY 2018-2019
AS OF MAY 19, 2020

29	AAB INTERNATIONAL	2517 PARKLN	042675	PAID-10/2019	N
30	ALEXAS M CROSSMAN	3924 SW 52AVE, 1	043350	PAID-5/2019	N
31	DC DIVERSIFIED INC	3120 SW 19ST, 161	044150C*N	CLOSED ACCT	N
32	DEKA BUSINESS CORP	3120 PEMBRD, 226	045500C*N	CLOSED ACCT	N
33	GQ GALLERY INC	2930 SW 30AVE, K	046375	CLOSED ACCT	Y
34	DOCS, LLC	3146 JPCURCI DR,3A-2	047070	PAID -5/2019	Y
35	GALANTE STUDIO	2649 PARK LN	066223*N	CLOSED ACCT	N
36	G REALTY LLC	3121W HALLBCH BLVD,103	066755	PAID-8/2019	Y
37	HAIR & MOUSTACHE BARBERSHOP	3948 PEMBRD, A	067751C*N	CLOSED ACCT	N
38	DAVID HENRIQUES	3615 SW 52AVE, B103	068857*N	CLOSED ACCT	N
39	HOLYWOOD STYLE BEAUTY	3948 B PEMBRD	072600*N	CLOSED ACCT	Y
40	YOLANDA ULERIO	3948 B PEMBRD	072600A*N	CLOSED ACCT	Y
41	ICE CREAM TIME / GIG ICE CREAM	3130 PEMB RD, 422	074515	PAID-4/2019	Y
42	IMARINE DISTRIBUTORS LLC	3130 PEMBRD, 342	075300*N	CLOSED ACCT	Y
43	J.R. METAL ORNAMENTAL INC	1851 SW 31AVE	078658	PAID-5/2019	Y
44	JUST INSURANCE BROKERS	4520 WHALL BCH BLVD, 4	081600	PAID-6/2019	Y
45	YELENA KHALIF	3864 SW 48 AVE	083550	PAID-5/2019	N
46	KING OF QUARTZ AND GRANITE INC	1802 SW 31AVE	083725C	PAID-4/2019	Y
47	LA ESTANCIA TOWNHOMES	5401-5465SW 41 ST	084700	PAID-7/2019	N
48	POINT OF GRACE CHRISTIAN	3610 SW 48AVE	085301	PAID-3/2020	N
49	LIFT MASTERS & EQUIPMENT	3130 SW 19ST, 461	086100	PAID-5/2019	Y
50	LUIS TOLENTINO	2401 J PLYONS LN, A23	088000	PAID-9/2019	N
51	RICHARD ROBINSON	3944 SW 48AVE	091250	PAID-4/2019	N
52	MEDICAL TRANSPORTATION SVCS	2061 SW 31AVE	092000*N	CLOSED ACCT	Y
53	PETER MEIKLE	2401 J PLYONS LN, B9-10	092102	PAID-9/2019	N
54	MORGAN WINE & SPIRITS DIST	2069 SW 31AVE	094840*N	CLOSED ACCT	Y
55	NEW VUE OPTICAL LLC	4520 WHALL BCH BLVD, 8	098450	PAID-4/2019	Y
56	PLAZA OF HALLANDALE BEACH	3535 SW 52AVE	101503	PAID-5/2019	Y
57	ORA'S CABINETS	2401 JPLYONS LN, B25-26	101575C	PAID-9/2019	N
58	RESIDENT	4805 SW 41 ST, #207	105852	PAID 6/2019	N
59	PRINTOPIA, LLC	2260 SW 30AVE	110600	PAID 11/2018-BAL	Y
60	DANIEL REIDER	3848 SW 48AVE	113320	PAID-11/2019	N
61	RENOVAC CORP	311 LONEPINE LANE	113700	PAID-4/2019	Y
62	IRRINGTON ROBERTS	3840 SW 48AVE, C-21	114545*N	CLOSED ACCT	N

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OUTSTANDING RENEWALS FY 2018-2019

AS OF MAY 19, 2020

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63	ISAIAS ROLENDER	2544 SW 30AVE	114600	PAID-4/2019	N
64	DAVIS SCHENLEY	611 MARINE DR, 422	116725	PAID-4/2019	N
65	MORRISON, ANGELA	3722 SW 52AVE, 108	118783	PAID-5/2019	N
66	SOOK PAINT & BODY SHOP LLC	2311 J P LYONS LN	120306	PAID BTR-BAL	Y
67	SOUTH FL CONSTRUCTION &	2400 SW 30AVE, C	120400	PAID- 4/2019-	N
68	WASTE SVCS. OF FLORIDA INC	VARIOUSAREAS	120950RM*N	PAID-	Y
69	STIRLING WHOLESALE MEAT	2665 S PARKRD	122717	PAID-8/2019	Y
70	SUBWAY #34960	3930 PEMBRD	122950	PAID-5/2019	Y
71	V & L DEBT RELIEF AND SVCS., INC.	4500 WHALL BCH BLVD	130380	PAID2/2020 - BAL	Y
72	WAL-MART STORES #1996	3898 PEMBRD	132776	PAID 10/2018- BAL	Y
73	WATERMAN PLUMBING	3120 SW 19 ST, 153	132850C	PAID 5/2019-ADJ	N
74	WORLD STAR ENTERPRISES INC	3121 W HALL BCH BLVD, 108	135200	PAID-9/2019	Y
75	JASMIN ANN SUTHERLAND	3750 SW 48 AVE, 105	137724*N	CLOSED ACCT	N
	Total # of accounts with balance from previous year			19	34
	Total # of accounts outstanding in Fiscal Year 2018-2019			23	41

OUTSTANDING RENEWALS FY 2018-2019
AS OF MAY 19, 2020

	Name	LocalAddress	AcctNo	Prior Yr(s) Balance brought forward Y-Yes / N-No in Fiscal Yr 2018-19	Billing includes Business Tax Y-Yes / No	
1	ANDERSONS AUTOMOTIVE	5507 SW 25CT	009515	N	Y	
2	DRE COUTURE	2930 SW 30AVE, B	045660C	Y	N	
3	A TO Z MARKETING	1869 SW 31AVE	101329	Y	Y	
	The following accounts are other billing that were mailed with renewals FY 18-19					
4	PEMBROKE PK COC	3707 SW 56 AVE	105800B	Y	N	
5	THE POLO CLUB, INC	5590 W HALL BCH BLVD	112403EX	Y	N	
6	THE POLO CLUB, INC	5590 W HALL BCH BLVD	112403EXA	Y	N	
7	AUDIO VIDEO MD INC	2940COUNTRY CLUB LN	004888	N	Y	Code Case
8	JON CHISTYAKOV	2401 J PLYONS LN, F24-26	037610	Y	Y	Code Case
9	AAA CLOSEOUT NETWORK	2673 PARKLN	042625	Y	N	Code Case
10	AAA CLOSEOUT NETWORK	2681 PARKLN	042626	Y	N	Code Case
11	CARE ONE LOGISTICS	2657 -2665PARK LN	044250	Y	N	Code Case
12	EXECUTIVE DIESEL	3154 PEMBRD	051263C	Y	N	Code Case
13	FLORIDA STORM SHUTTERS	3120 PEMBRD, 241	054825C	Y	N	Code Case
14	H & G QUALITY / AC CUSTOM	2565 PARKLN	067650C	Y	N	Code Case
15	MOVING SERVICES INC	2617 / 2625PARK LN	094912	Y	N	Code Case
16	NEVILLE SHEPHERD LLC	3130 PEMBRD, 404	099700	Y	Y	Code Case
17	OCHI PROPERTIES LLC	2863 S PARKRD	101340C	Y	N	Code Case
18	R.S. TRADING CO	2673 S PARKLN	112923	Y	Y	Code Case
19	ROODY JEAN GILLES CABINETRY	3120 PEMBRD, 234-235	113990C	Y	N	Code Case
20	WILFORD SAMUEL	2350 S PARKRD, 205	116205	Y	N	Code Case
21	TAJ FASHION	2930 SW 30AVE, K&L	125610	N	Y	Code Case
22	TEAM MARKETING GROUP, INC	3107 WHALL BCH BLVD, 3	125684	N	Y	Code Case
23	TRAUPE RESIDENCE	3841 SW 52AVE, 108	126992	Y	N	Code Case
24	ALASHAHOLIC	3001 WHALL BCH BLVD, 306	004903C	PAID-8/2019	N	
25	ALFREDO ORTIZ CUSTOM KITCHEN	2401 J PLYONS LN, C29	005040C*N	CLOSED ACCT	N	
26	AMAZING EVENTS & RENTALS INC	2950-2952SW 30 AVE	007460	CLOSED ACCT	Y	
27	THERESA CAMPBELL	5501 SW 33STREET, S	034262*N	CLOSED ACCT	N	
28	CHARLIES IRONWORKS	3120 PEMB RD, 214	035930	PAID-4/2019	Y	

OUTSTANDING RENEWALS FY 2018-2019
AS OF MAY 19, 2020

29	AAB INTERNATIONAL	2517 PARKLN	042675	PAID-10/2019	N
30	ALEXAS M CROSSMAN	3924 SW 52AVE, 1	043350	PAID-5/2019	N
31	DC DIVERSIFIED INC	3120 SW 19ST, 161	044150C*N	CLOSED ACCT	N
32	DEKA BUSINESS CORP	3120 PEMBRD, 226	045500C*N	CLOSED ACCT	N
33	GQ GALLERY INC	2930 SW 30AVE, K	046375	CLOSED ACCT	Y
34	DOCS, LLC	3146 JPCURCI DR,3A-2	047070	PAID -5/2019	Y
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59	PRINTOPIA, LLC	2260 SW 30AVE	110600	PAID 11/2018-BAL	Y
60	DANIEL REIDER	3848 SW 48AVE	113320	PAID-11/2019	N
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	Total # of accounts with balance from previous year				34
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AGENDA ITEM REPORT



To: Town Commission
Subject: Code Enforcement Department Monthly status Report
Meeting:
Department: Code
Staff Contact: jeffrey louis, Code Director

BACKGROUND INFORMATION:

Monthly report from Code Enforcement department regarding status of cases for the month of April, incidents and Code Board meetings.

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Review of monthly report

ALTERNATIVES:

N/A

ATTACHMENTS:

[New Monthly Report 4-1-2020](#)

Status Report for Department of Code enforcement For the month of 04/1/2020 to 04/30/2020

Status update of Code Enforcement Cases

Code Enforcement Case #	Address	Created	Doc.Type	Assigned Officer	Method of Delivery
5038	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	4/1/2020	NOV	J. Louis	Regular Mail
5049	2400 SW 30 AVE, PEMBROKE PARK, FL 33009	4/14/2020	NOV	J. Louis	Regular Mail
5050	3121 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Untoasted - Bay #101	4/16/2020	Courtesy	J. Louis	Hand
5051	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 # Wendy's - 3950 Pembroke Road	4/16/2020	Courtesy	J. Louis	Certified Mail
5053	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3932 Pembroke Road	4/16/2020	NOV	J. Louis	Regular Mail
5054	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3942-B Pembroke Road - 3 Cuates	4/16/2020	Courtesy	J. Louis	Regular Mail
5055	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3932 Pembroke Road - Snappers	4/16/2020	Courtesy	J. Louis	Certified Mail
5064	5413 SW 41 ST, PEMBROKE PARK, FL 33023	4/30/2020	NOV	J. Ramirez	Hand

Complied Issues

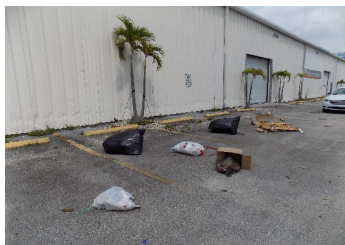
2521 SW 30th Ave - Trailer illegally parked on swale was removed



SW 56th Ave & SW 41st Street - Illegal parked Cars Removed



1730 SW 30th Ave - trash and debris removed from property



2500 SW 30th Ave - Backflow preventor leak repaired



3900 W Hallandale Beach Blvd. - Trash and debris Removed from nursey



3420 W. Hallandale Beach Blvd. - Damaged buffer wall repaired



3192 W. Hallandale Beach Blvd. - Damaged AT & T Utility box removed (waiting to be replaced)



5100 SW 41st Street - Trash and Debris removed from property





Meetings

- 1 Code Board Hearing Scheduled for March 19 2020 and April 16 2020 have been cancelled

Projects in progress

- 1 Signs Project 2020 - photographing and organizing all business signs in Town. This will help keep track of all signs, review illegal and permitted signs with Building Dept. and coordinate BTR sign fees.
- 2 Lien files in Code Enforcement - review and update supplemental orders/claim of liens on file

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5051	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 # Wendy's - 3950 Pembroke Road	4/16/2020	Courtesy	J. Louis	Certified Mail
5053	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3932 Pembroke Road	4/16/2020	NOV	J. Louis	Regular Mail
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5055	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021 #3932 Pembroke Road - Snappers	4/16/2020	Courtesy	J. Louis	Certified Mail
5064	5413 SW 41 ST, PEMBROKE PARK, FL 33023	4/30/2020	NOV	J. Ramirez	Hand

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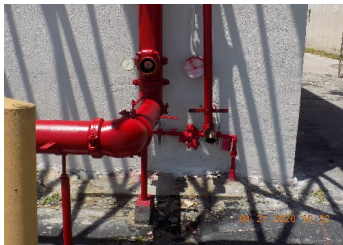
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BROWARD COUNTY
PROPOSED COVID-19 ENFORCEMENT

WHAT

Lawful Emergency Orders (EOs) issued by the Governor, County or Municipality related to COVID 19 will be enforced throughout Broward County. The governmental entity's EO with the strictest restrictions in place will be used to determine violations.

WHO

Establishments under restrictions (retail, restaurant, public amenities, et. al)

BY

City Code Enforcement Officers* and, where necessary, by City Law Enforcement Officers or Broward County Sheriff's Office.

*This would include any entity that serves in a contractual relationship for the City for the code enforcement function.

HOW

The public will be asked to call 311 to report establishments that are in violation of the EOs. The public will be able to register a complaint via telephone or on-line 24/7. Through a Customer Relations Management System (CRMS), each call will be documented, entered into a GIS database, and forwarded to the applicable City Code Department.

The outcome of the code visit will be entered into the database remotely via a drop-down menu (e.g., no violation, warning or fine), including any applicable notes. The status of each visit (except in the case of a "no violation" determination) will be captured and reflected on the dashboard visible to the City and the public on the County's website.

NOTIFICATION

The County will initiate a campaign notifying the public. This program is expected to run until December 31, 2020.

COMPENSATION

The County will pay the average cost for code enforcement in each city, based on the amount of commercial activity in the city, such amount will be inclusive of an administrative fee. This will be memorialized via an MOU between the County and the City, and will run through December 31, 2020.



COVID-19 Pandemic Operational Guidance for the 2020 Hurricane Season

May 2020



FEMA

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Executive Summary

On March 13, 2020, President Donald J. Trump declared the ongoing novel coronavirus (COVID-19) pandemic to be of sufficient severity and magnitude to warrant a nationwide emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501(b) of the Stafford Act. In response to COVID-19, the entire Nation, including every level of government—federal, state, tribal, territorial, and local—has been engaged in efforts to slow and stop the spread of COVID-19 through a multitude of initiatives including stay-at-home orders, travel restrictions, use of Personal Protective Equipment (PPE), and adherence to Centers for Disease Control and Prevention (CDC) guidelines.

As a result of the COVID-19 pandemic, the Nation is facing unprecedented challenges as we respond to additional disasters, anticipate emergent incidents, and prepare for the 2020 hurricane season. Although the operating environment has changed, the Federal Emergency Management Agency's (FEMA) mission of *helping people before, during, and after disasters* remains the same. Federal, state, local, tribal, and territorial (SLTT) officials, along with the private sector and non-governmental organizations (NGO), must partner together to fulfill their respective missions and help disaster survivors. As the Nation continues to respond to and recover from COVID-19 while posturing for the coming hurricane season, emergency managers must continue to operate under a framework of a **locally executed, state managed, and federally supported** approach to incident stabilization.

To help SLTT emergency managers and public health officials respond to incidents during the 2020 hurricane season amid the COVID-19 pandemic, FEMA is releasing the *COVID-19 Pandemic Operational Guidance for the 2020 Hurricane Season*. This document will:

- Describe anticipated challenges to disaster operations posed by COVID-19 and describe planning considerations for emergency managers in light of these challenges;
- Outline how FEMA plans to adapt response and recovery operations to the realities and risks of COVID-19 to:
 - o Ensure prioritization for life safety, life sustainment, and workforce protection, and
 - o Maintain the delivery of FEMA's programs and help to solve complex problems by using whole-of-community disaster assistance to the highest level possible;
- Allow SLTT emergency managers to prepare and plan accordingly based on FEMA's operational posture and create a shared understanding of expectations between FEMA and SLTTs prior to hurricane season; and
- Provide guidance, checklists, and resources to enable emergency managers to best adapt response and recovery plans.

This document is comprised of two main sections: response planning and recovery planning. Throughout each section, emergency managers will find detailed information on FEMA's operating posture and guidance for SLTT governments. In the appendixes, emergency managers will find checklists and resources on FEMA operations and additional COVID-19 related guidance. While SLTT emergency managers are the primary audience for this document, this guidance can also be used by Emergency Support Function (ESF) and Recovery Support Function (RSF) partners as these departments and agencies plan and posture for the 2020 hurricane season.

Purpose

In preparing for the 2020 hurricane season, this document provides actionable guidance to SLTT officials to prepare for response and recovery operations and encourages personal preparedness measures amidst the ongoing COVID-19 pandemic. While this document focuses on hurricane season preparedness, most planning considerations can also be applied to any disaster operation in the COVID-19 environment, including no-notice incidents, spring flooding and wildfire seasons, and typhoon response.

Information presented in this document regarding FEMA's operating posture should serve as a baseline for SLTT partners. For specific disaster response and recovery operations, FEMA will continue to work directly with federal and SLTT partners and may adjust this guidance based on the requirements of the incident, the operating environment and phased reopening as directed by SLTT officials, and any updates to existing guidance at the time of the incident.

While much of the SLTT considerations and planning guidance is specific to the public sector, NGOs and the private sector can utilize these factors for planning and preparedness. This document can be used to gain a better understanding of governmental posture, planning, and readiness efforts and how NGOs and the private sector play critical roles in response and recovery operations.

Questions, comments, and feedback from non-FEMA emergency management readers should be directed to the appropriate FEMA Regional Office. Questions, comments, and feedback from FEMA personnel and stakeholders regarding this document should be directed to the Office of Response and Recovery at FEMA Headquarters.

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Introduction

Emergency managers should anticipate the added complexities of conducting response and recovery operations while taking preventative measures to protect the health and safety of disaster survivors¹ and the disaster workforce. By creating a shared understanding of expectations among FEMA and SLTT partners in anticipation of emergent incidents, emergency managers at all levels will be better positioned to successfully deliver the mission and achieve operational outcomes in disaster response and recovery this season. FEMA will continue to coordinate closely with jurisdictions and align or adjust disaster operations based on SLTT guidance, the best available health information, and in alignment with the White House Guidelines for Opening Up America Again (Guidelines).²

As SLTT partners continue to prepare for hurricane season and other emergent incidents, emergency managers should review and adjust existing plans, including continuity of operations (COOP) plans, to account for the realities and risks of COVID-19 in their prioritization of life-saving and life-sustaining efforts. All reviews and adjustments to plans should factor-in FEMA's planned operational posture, social distancing measures, CDC guidance, and SLTT public health guidance. Additionally, SLTTs should begin preparing and distributing communication materials that address preparedness while under the threat of COVID-19 for use in local communities as soon as possible.

Adapting to the COVID-19 Operating Environment

FEMA is prepared to support SLTT entities in accordance with the National Incident Management System, *National Response Framework* (NRF), *National Disaster Recovery Framework* (NDRF), *Response Federal Interagency Operational Plan* (FIOP), *Recovery FIOP*, and *Comprehensive Preparedness Guide 101*. There will be adaptations at all levels of emergency management in the COVID-19 environment, but to the greatest extent possible, the foundational concepts will remain intact. Preparedness, response, recovery planning, and COOP at all levels of government must:

- Be built upon scalable, flexible, and adaptable coordination;
- Align key roles and responsibilities across the Nation;
- Ensure successful incident stabilization of community lifelines;
- Provide programs and services to disaster survivors; and
- Ensure successful restoration of the health, social, economic, natural, and environmental fabric of the community.

Response Planning for 2020 Hurricane Season

Emergency managers should anticipate evolving and emergent incidents throughout the 2020 hurricane season that may require response operations with life-saving and life-sustaining efforts. SLTTs should be prepared to lead scalable and flexible response operations and adapt to adjustments in how FEMA implements disaster assistance and delivers programs. Since many aspects of disaster response may be conducted remotely this year, SLTTs should be prepared to coordinate through virtual

¹ Disaster survivors include people with civil rights protections, such as persons with disabilities, older adults, individuals with limited English proficiency, and others with civil rights protections.

² All references in the document are included in Appendix A: Additional Resources.

communications and ensure the public is aware that the FEMA application process may be virtual and not in-person due to health and safety considerations.

FEMA's Current Posture

FEMA has ongoing disaster operations in all 10 regions, with personnel supporting at the National Response Coordination Center (NRCC), Regional Response Coordination Centers (RRCC), Joint Field Offices (JFO), and other field locations and fixed facilities. Personnel who are currently deployed will be prepared to pivot to support emergent needs. FEMA regions will continue to provide technical assistance and coordination for a range of program areas with their respective SLTT partners. FEMA is also well-positioned with thousands of personnel in the field supporting existing operations, thousands more available national assets ready to support emergent disaster operations, and more personnel joining the Agency through virtual onboarding every two weeks. In order to better adapt plans in this environment and support SLTT partners, FEMA programs will continue to provide assistance to survivors, but many programs may require online or phone registration processes (in lieu of in-person), remote assessments or inspections, and adapted program delivery within impacted areas experiencing localized outbreaks or periods of peak COVID-19 activity. However, when and if SLTT partners are overwhelmed, FEMA is prepared and postured to provide program support, regardless of delivery method.

Operational Coordination

In response to the COVID-19 national emergency declarations, the NRCC, all 10 RRCCs, all state and territorial emergency operations centers (EOC), and several tribal EOCs were activated. FEMA field leaders and regions are developing response plans and reviewing stabilization considerations for the seven community lifelines with a focus on areas that may already be impacted by COVID-19 operations.

Funding Sources to Support Preparedness and Operational Readiness

FEMA awarded \$100 million in FY 2020 Emergency Management Performance Grant Supplemental (EMPG-S) funding to state and territorial government agencies to prevent, prepare for, and respond to the COVID-19 public health emergency. FEMA expects that recipients prioritize EMPG-S funds to 1) review, modify, and/or execute logistics and enabling contracts to increase capability to stockpile and provide necessary resources needed to stabilize lifelines; 2) modify evacuation plans to account for limited travel options and increased time needed for healthcare facilities in a COVID-19 environment; 3) identify mass care and shelter options that meet CDC guidance and mitigate risks to communities and vulnerable citizens; and 4) emphasize collection, analysis, and sharing of data to strengthen decision-support capabilities.

In addition, FEMA expects recipient emergency managers to work with their assigned FEMA Regional Administrator to develop FY 2020 EMPG Work Plans that ensure adequate funding and planning for hurricane preparedness and response efforts in a COVID-19 environment.

FEMA expects to maintain some level of activation into the 2020 hurricane season in order to best support SLTT operations. To ensure that operational decisions are made at the lowest level possible, consistent with the NRF, FEMA is organizing to prioritize resources and adjudicate accordingly, if needed:

- At the incident level, Federal Coordinating Officers (FCO), in consultation with Regional Administrators, will work to address incident requirements using available resources. FCOs will proactively manage and identify risks and communicate new requirements to the RRCCs as they arise.
- At the regional level, the RRCCs will coordinate with FEMA personnel deployed to SLTT EOCs and adjudicate resource requests until operational control is ready to be transitioned to the FCO at the incident level, when designated, and will adjudicate resources within their area of operation and coordinate with other RRCCs and the NRCC as required.
- At the national level, the NRCC will coordinate with the regions on requirements and adjudicate resources to address national priorities.

Community Lifelines During the COVID-19 Pandemic

The NRF defines community lifelines as those services that enable the continuous operation of critical government and business functions that are essential to human health and safety or economic security. FEMA will use the community lifelines to prioritize response efforts and support resource adjudication decisions across the Nation. The seven community lifelines are:

- Safety and Security;
- Food, Water, Shelter;
- Health and Medical;
- Energy (Power and Fuel);
- Communications;
- Transportation; and
- Hazardous Materials.

FEMA routinely responds to multiple incidents simultaneously and will continue to posture support for stabilization of community lifelines. The NRCC is structured, designed, and staffed to support concurrent operations; however, due to the nationwide response efforts supporting COVID-19, FEMA is preparing additional personnel and physical space to meet expanded NRCC incident support requirements. Training and mobilizing additional personnel will provide a more flexible and scalable workforce that can expand the capacity and capability of the existing structure in the event of additional concurrent incidents. Additionally, FEMA regions are also planning for contingencies to handle multiple operations concurrent with the ongoing COVID-19 response.

FEMA Personnel and Augmentation

FEMA's national personnel assets remain prioritized and ready for deployments for life-saving and life-sustaining response operations. In addition to FEMA personnel, FEMA will work with federal partners to provide capabilities for community lifeline stabilization through ESF support and mission assignments.

National Incident Management Assistance Teams

National Incident Management Assistance Teams (NIMAT) are on standby to support any disaster operation and are modifying equipment caches to ensure self-sufficiency. Planning factors for deploying a NIMAT in a COVID-19 environment include:

- The ability of the Regional Incident Management Assistance Teams (IMAT) to support the incident;
- Whether the disaster response has an inherently large-scale life-saving mission; and/or
- The disaster response appears to be extraordinarily complex.

In order to maintain posture for emergent incidents, NIMAT will plan for transition and team demobilization after lifelines are stabilized or stability is imminent, initial mitigation efforts are in place to protect property and the environment, and Regional IMAT or other personnel are in place and able to assume operational control. In addition to full team demobilization, specific team members may be demobilized early to minimize exposure if a suitable replacement is on site and able to properly support existing and future operations.

Urban Search and Rescue Teams

FEMA is actively monitoring the availability of all internal resources to support National Urban Search and Rescue (US&R) teams and is conducting contingency planning for both traditional and non-traditional models to meet potential operational needs. The National US&R Response System has established procedures, which will be temporarily expanded to enable greater operational capacity during the COVID-19 pandemic. FEMA is prepared to increase capacity by using all levels of potential additional resources (e.g., military, state/local search and rescue resources, first responders) to include the ability to deliver training and deployment of smaller Type III assets in lieu of Type I teams.

Disaster Emergency Communications

FEMA's Disaster Emergency Communications (DEC), being a primary contributor to support restoration of communication infrastructure, is postured to deploy Mobile Emergency Response Support detachments, Mobile Communications Office Vehicles (MCOV), and DEC personnel in a COVID-19 environment. Increased requirements for and use of Mobile Emergency Operations Vehicles, Emergency Operations Vehicles, Incident Response Vehicles, and MCOVs are anticipated to help FEMA personnel manage social distancing requirements, including to support personnel working from outside state EOC facilities. FEMA will also support requirements for cloth face coverings and increased hand hygiene for all employees operating within mobile vehicle platforms.

Personnel Augmentation

As always, FEMA intends to leverage local hire support for any emergent disaster operations. If the Department of Homeland Security (DHS) activates the Surge Capacity Force (SCF), deployment assignments will follow CDC guidance and maintain FEMA's posture to minimize travel and direct contact, and potentially increase telework flexibilities. FEMA is also developing virtual training and skill set assessments for existing SCF members in order to rapidly and efficiently align the thousands of available SCF members to meet operational needs.

Contract and Commodity Readiness

FEMA has prepared for hurricane season and other emergent incidents by aligning resources, awarding contracts, and readying Logistics personnel for rapid response operations. In addition to owning and purchasing resources, FEMA also has multiple partnerships with other federal agencies such as the U.S. Army Corps of Engineers, the Defense Logistics Agency, and NGOs such as the American Red Cross.



FEMA Logistics Staff coordinate the transportation of COVID-19 test kits arriving through Project Airbridge on April 14, 2020.

FEMA continues to ensure Distribution Centers maintain commodity levels at, or near, pre-COVID-19 status. FEMA is focusing on rapidly replenishing commodities used in support of COVID-19 pandemic operations. Based on refined requirements implemented following the 2017 hurricane season, FEMA has increased its storage space both inside and outside of the contiguous United States; trailer fleets have been increased and modernized; and staging and distribution plans have been enhanced to increase strategic stockpiling, prepositioning, and expedited transportation of commodities to the field.

Remote Disaster Operations

While COVID-19 morbidity and mortality persist, FEMA will generally minimize the number of personnel deploying to disaster-impacted areas and minimize the number of new field deployments by using personnel already deployed to the impacted region, including FEMA Integration Team (FIT) members or other FEMA personnel already working at EOCs, deploying locally-available personnel, and leveraging remote disaster support. FEMA Regional Administrators, in partnership with FEMA Headquarters (HQ), will evaluate risk in their regions and determine the most appropriate approach to deployments while considering the guidance and direction of public health officials and the factors established in the White House Guidelines.

To support virtual deployments and remote disaster operations, FEMA is planning to:

- Increase communications to the public through social media platforms, virtual townhalls, and coordinated messaging to survivors from FEMA officials and SLTT leadership, and ensure that all communications are provided in ways that are accessible to individuals with disabilities and limited English proficiency;
- Ensure remote disaster personnel have the most up-to-date policies and procedures, training needs are met, and supervisors have the tools needed to appropriately manage employees;
- Increase availability and deployment options for FEMA personnel to make informed decisions on how to support disaster operations while protecting the health and safety of the workforce;

- Continue use of virtual personnel mobilization center process to facilitate rapid deployment of personnel and ensure that deployed personnel receive information technology services as needed to prepare them to directly support impacted areas; and
- Increase information technology support for remote disaster operations, including, but not limited to, remote inspection processes, remote preliminary damage assessments, and working with partners to pre-identify accessible technology platforms that can support virtual meetings with interagency, private sector, NGOs, and SLTT partners.

Disaster Facilities

While FEMA will generally minimize deployments, some emergent incidents may still require disaster facilities and a limited field presence. Field leaders, in consultation with FEMA regional offices, will consider additional safety requirements in accordance with SLTT public health guidance and phased reopening when planning for new FEMA disaster facilities. When considering new facility floorplans and leases, field leaders, in coordination with the Unified Coordination Group (UCG), FEMA safety and security personnel, and CDC and SLTT public health officials, will develop localized mitigation strategies, including temperature and health screenings, increased cleaning and disinfection requirements, and reduced personnel footprints for social distancing, to ensure the safety and security of FEMA personnel and partners. When feasible, FEMA will

employ engineering and administrative controls, such as the use of transparent barriers as appropriate and labeling interior floor areas in appropriate areas to encourage proper social distancing.

Field leaders will use modified personnel plans to assess how many personnel will be deployed to field operations and ensure that facility layouts can accommodate CDC guidance and social distancing recommendations. FEMA, in coordination with SLTT officials, will provide PPE and/or cloth face coverings and other supplies (e.g., hand sanitizer, cleaning wipes) for personnel to use in disaster facilities and implement other protective measures, based on the Department of Health and Human Services, CDC, and Occupational Safety and Health Administration guidance and exposure risk levels.

Additionally, FEMA will adjust Incident Support Base operations to appropriately minimize large numbers of personnel and truck operators on site. FEMA will use smaller staging teams, additional workspace and facilities to accommodate needed personnel, PPE and/or cloth face coverings, social

Guidelines for Opening up America Again

The White House's Guidelines provide critical considerations for FEMA and SLTTs planning for disaster operations. Depending on the Guideline phase of a disaster-affected jurisdiction (as determined by the Governor, tribal, or local leadership), FEMA will work with SLTT leadership to determine the most appropriate operational posture to protect impacted communities and deployed personnel. FEMA may adopt a more conservative posture than a jurisdiction, but will generally not adopt a more relaxed posture.

FEMA has developed a Reconstitution Exercise Starter Kit with sample documents that SLTT departments, agencies, or organizations can use to conduct planning workshops on returning to full operations. Suggested discussion questions build upon reconstitution planning principles and the White House's Guidelines.

distancing guidance, additional procedures to control entry into staging sites, and incorporate new documentation requirement processes as needed to minimize exposure.

To ensure workforce safety, FEMA will work with SLTT partners to address:

- Facility specifications, which shall include the requirement for a co-location of organizational elements across a sufficient space capable of allowing for social distancing of six feet (as appropriate);
- Instruction on the use of cloth face coverings to personnel delivering to or working in any operational disaster facilities;
- Policy modifications that may be needed to accommodate employees with disabilities in accordance with Equal Employment Opportunity Commission guidance;
- Guidance for individuals instructed not to enter FEMA facilities (e.g., persons tested positive for COVID-19 or symptomatic and not cleared to return to work);
- Temperature and health screening procedures prior to entry at all facilities or sites;
- Cleaning and disinfection procedures, including high touch areas such as computer equipment, telephones, clipboards, paperwork, door handles, and bathrooms; and
- Safe movement of personnel in potentially high physical transfer areas, such as distribution centers, fueling stations, high density office areas, enclosed spaces, congregate housing, hospitals, and public areas.

SLTT Response Planning

The Nation's emergency management system is most successful when it is locally executed, state managed, and federally supported. Jurisdictions across the country are responsible for leading efforts to stabilize community lifelines, distributing commodities and resources to meet the needs of an emergency, and supporting program delivery. FEMA continues to support these efforts. Emergency managers should begin reviewing existing response plans and guidance to align, link, and synchronize community response actions with federal planning efforts like those described in this document and prepare protective measures for their disaster workforce and survivors. SLTTs should consider adopting COOP strategies and prepare for a variety of potential conditions to account for localized outbreaks, periods of peak COVID-19



FEMA Leaders and Staff Coordinating with New York City and Department of Defense Personnel on May 7, 2020.

activity, or phased reopening. SLTTs should exercise updated plans via virtual tabletop exercises. FEMA programs can provide additional support for training, drills, or products for exercise plans.

Response Considerations Checklist

- Do you have a plan to respond if your emergency management agency/department has reduced staffing due to COVID-19?
- Have you reviewed and updated your COOP plans to continue essential functions and tasks with little to no interruption?
- Do you have a plan to prioritize resources to stabilize the communication lifeline?
- Do you have a plan to determine which personnel must be physically deployed to the field and how they will be protected?
- Does your emergency management agency/department have an established senior liaison with the senior public health officer for your jurisdiction to ensure current, timely public health advice?
- Have you implemented CDC's Strategies to Optimize the Supply of PPE?
- Have you purchased and stockpiled medical-grade PPE for those who need it according to CDC guidelines?
- Have you purchased and stockpiled cloth face coverings?
- Do hospitals in evacuation zones have a plan to not only evacuate patients, but also ventilators, dialysis machines, and stockpiled PPE?
- Do you have a plan for a high-risk population (e.g., nursing home residents, people with disabilities, people requiring evaluation assistance, people experiencing homelessness) that has an ongoing outbreak and needs to be evacuated?
- Do you have a system that can collect and share data to support decision-making around community lifelines?
- Have you developed communication materials accessible to people with access and functional needs (e.g., deaf or hard of hearing, blind or have low vision, people with an intellectual disability, people with low literacy, limited English proficient persons, older adults) that address hurricane preparedness while under the threat of COVID-19 in your communities?
- Have you considered the extra time it may take to evacuate given the need for social distancing for increased mass transit modes (e.g., buses) may require?

See Appendix B and Appendix C for additional Preparedness and Response checklist considerations

Operational Coordination and Communications

SLTTs should review existing response operations plans and consider:

- Leveraging efforts underway for COVID-19 response, including maintaining current command and control roles and responsibilities.
- Expanding UCG membership beyond senior leaders to ensure appropriate coordination among private sector and public health or medical leadership for the scope and nature of the incident, and better enable jurisdictions to jointly manage and direct incident activities through establishment of common incident objectives, strategies, and a single incident action plan.

COVID-19 Pandemic Operational Guidance for the 2020 Hurricane Season

- Emphasizing stabilization of the communication lifeline as operational adaptations include or may rely heavily on virtual coordination, including the ability to work directly with FEMA's virtually deployed personnel.
- Preparing for COVID-19 impacts to community lifeline stabilization and the interdependencies between lifelines, especially those that may already be significantly impacted, like the health and medical lifeline.
- Utilizing EMPG-S funding to strengthen decision-support capabilities through the collection, analysis, and sharing of data.
- Preparing for an increased need for accessible and multi-lingual messaging and communications through available media, wireless emergency communications, and use of virtual townhalls for coordinated communications to survivors from SLTT leadership, FEMA officials, and others.
- Reviewing and updating existing Orders of Succession and Delegations of Authority for key leadership and personnel.
- Preparing state national guard forces and associated resources for potential deployment to support during disaster operations while in a COVID-19 environment.
- Engaging community-based partners that support and serve persons with disabilities, limited English proficient persons, low income communities, communities of color, and houses of worship to formalize partnerships to meet the needs among these populations and ensure the equitable and impartial delivery of disaster assistance.

Commodities and Points of Distribution

Point of Distribution (POD) operations will continue to be state, territory, and/or tribal-led and operated with federal support where required. SLTTs should review existing plans and consider:

- Utilizing EMPG-S funding to strengthen contracts, if needed, to provide medical-grade PPE, cloth face coverings, and necessary commodities during disaster operations, especially if available resources have been allocated to COVID-19 response.
- Determining alternate options for locating and procuring critical resources if traditional methods for procurement of needed response and recovery supplies may not be feasible.
- Reinforcing the supply chain through preservation, expansion of warehouse footprints, and stockpiling mission-critical materials.
- Adjusting planned POD sites to accommodate operational adaptations for the COVID-19 environment, including considerations for significantly increased demand, social distancing, and regulated traffic flow.
- Reviewing and evaluating current mutual aid agreements and Emergency Management Assistance Compact (EMAC) mission-ready packages to assess if available resources may be limited due to COVID-19 operations and consider virtual EMAC agreements when possible.
- Reviewing alternative commodity distribution sites that can be used to limit direct contact between personnel and survivors, and ensuring commodity distribution sites have plans in place to provide services to people with disabilities.

- Incorporating federal POD Monitor to assist with burn rate management and resupply efforts that may also be impacted.
- Altering plans to limit physical points where communities will congregate and preparing for restricted/diminished support from NGOs for commodity distribution.

Staffing and Workforce Protection Planning

SLTTs should review existing plans for workforce protective measures to support personnel who will be deployed to the field and associated disaster facilities and consider:

- Increasing membership of Community Emergency Response Teams (CERT) and Medical Reserve Corps (MRC), and conducting associated volunteer training virtually, as necessary, to ensure the health and safety of its members.
- Reviewing the readiness of typical disaster support personnel (e.g., first responders, logistical personnel, health and medical personnel) who may already be deployed to ongoing operations.
- Procuring and distributing PPE and workforce protective measures for personnel required to be in the field, including first responders, search and rescue teams, logistics support, and health and medical professionals.
- Implementing safety measures at disaster facilities to include temperature and health screenings, facility cleaning and disinfection measures, and social distancing requirements for on-site personnel.
- Ensuring personnel can continue to respond if the emergency management agency or department has reduced staffing due to COVID-19.
- Providing additional telework flexibilities and remote disaster support strategies that can be integrated with FEMA remote disaster operations, if needed, and plan to minimize disaster facility personnel.
- Planning for virtual coordination with federal partners, bolstering communications and information technology support for remote operations, and pre-identifying approved technology platforms that can be used for increased virtual meeting capabilities among SLTTs, FEMA officials, federal interagency partners, volunteer organizations, and the private sector.

Evacuation Planning

SLTTs should review evacuation plans and consider:

- Assessing community demographics and identifying areas facing high risk, including considerations for those under stay-at-home orders, at higher risk of serious complications from COVID-19, individuals with disabilities, and others with access and functional needs.
- Reviewing clearance times and decision timelines, with COVID-19 planning considerations, such as mass care and sheltering plans.
- Considering impacts of business closures/restrictions along evacuation routes; limited restaurant/lodging availability will place extra stress on state and local officials and may require unprecedented assistance to travelers.

- Maintaining availability of mass transit and paratransit services that provide a transportation option for those individuals who are unable to use the fixed-route bus or rail system for evacuation of people with disabilities in accordance with CDC guidance and social distancing requirements.
- Using EMPG-S funding to modify evacuation plans to account for limited travel options and increased time needed for evacuation of health care facilities.
- Targeting evacuation orders and communication messages to reduce the number of people voluntarily evacuating from areas outside a declared evacuation area.
- Developing communication plans for communities likely impacted by hurricane season or other emergent incidents for any updates or alterations to evacuation strategies, and ensuring communications are provided in a way that is accessible to people with disabilities and limited English proficiency.
- Reviewing available alternate care sites and federal medical stations as potential evacuation sites or longer-term solution for hospitals and medical facilities, if needed, and considering staffing needed to support facilities.
- Determining logistics and resource requirements to support government-assisted evacuations.
- Reviewing, expanding, and/or establishing agreements with NGOs, agencies, volunteers, and private sector vendors that will be needed for evacuee support and ensuring partners are prepared to deliver services in a COVID-19 environment.
- Engaging with neighboring states and jurisdictions to coordinate cross-border movement of evacuees in large-scale evacuations.
- Developing host jurisdiction sheltering agreements.

Recovery Planning for 2020 Hurricane Season

Given the complexity of operations in a COVID-19 environment, some aspects of recovery planning and posture will change to ensure the safety of disaster survivors and emergency managers. SLTTs should be prepared to lead flexible recovery operations based on FEMA's adapted posture and procedures for implementing disaster assistance and program delivery. Given the increased use of remote processes for recovery operations, SLTTs should also be prepared to coordinate through virtual communications, anticipate alternative methods to verify applicant eligibility, and ensure the public is aware of these modifications. Successful recovery will require that FEMA, SLTTs, NGOs, and private sector partners coordinate planning efforts to adapt standard processes and procedures for synchronized recovery.

FEMA's Current Recovery Posture

FEMA will continue to coordinate technical assistance and recovery operations through FEMA regions in partnership with SLTTs, NGOs, and the private sector, including Voluntary Agency Coordination support to non-governmental, faith-based, non-profit, humanitarian, philanthropic, and community-based organizations that provide the wrap-around and social services necessary for effective SLTT response and recovery. While the level of technical assistance will remain the same, SLTTs should be prepared to adapt to remote coordination. For operations in a COVID-19 environment, FEMA will adapt its traditional field operations and program delivery models to expedite services, support, and assistance to SLTT partners.

Mass Care/Emergency Assistance

The operational realities of the COVID-19 environment will require adaptations to many aspects of the Mass Care and Emergency Assistance service areas, particularly all stages of sheltering assistance. Due to the risks associated with COVID-19 and congregate sheltering, including standards for occupancy rates, equipment requirements, and assessment of at-risk or vulnerable populations, this approach will be adjusted. Recognizing some congregate sheltering will still be necessary in many hurricane scenarios, FEMA will support SLTT partners and NGOs to mitigate risks and support efforts consistent with public health guidance.

Given the changes to non-congregate shelter support this hurricane season, FEMA regions

Use of Non-Congregate Shelters in 2020 Hurricane Season

In an emergency or major disaster declaration that authorizes Public Assistance (PA), Category B, Emergency Protective Measures, FEMA will adjust policies to allow SLTTs to execute non-congregate sheltering in the initial days of an incident. Non-congregate shelters include, but are not limited to, hotels, motels, and dormitories. FEMA Regional Administrators will have delegated authority to approve requests for non-congregate sheltering for hurricane-specific disasters for the 2020 season.

While not a single solution, this funding will assist with sheltering operations in the short-term. SLTTs will need to work with FEMA and NGO partners to determine how non-congregate options can be incorporated into larger sheltering plans.

SLTTs should coordinate with FEMA regions to:

- Ensure adequate sheltering plans are in place and coordinated, including consideration of contractual agreements and federal funds (if required) in accordance with federal procurement standards.
- Plan for appropriate scope and duration for sheltering resources based on anticipated needs.
- Ensure that data, documentation, and tracking mechanisms are in place.
- Plan appropriate accessibility considerations for people with disabilities, and those with functions and access needs, and ensure adequate availability of such resources.

As part of the sheltering plan, SLTTs should outline a transition from non-congregate sheltering to alternate options, including Transitional Sheltering Assistance (TSA) for eligible applicants if a major disaster declaration is approved, or for a timely termination when non-congregate sheltering is no longer needed.

will assist in planning and providing additional technical assistance. Recognizing the timing and potentially greater need for non-congregate sheltering, FEMA will work with SLTT partners to provide greater flexibility for the eligibility of both congregate and non-congregate options for reimbursement under the PA program.

In addition, FEMA, along with federal partners and National Voluntary Organizations Active in Disaster partners will continue to provide mass care technical support to SLTTs for the following:

- Planning for protective measures for all mass care personnel and survivors;
- Planning for additional needs at shelters for supplies and material for cleaning, disinfection, and social distancing;
- Developing strategies for how shelf-stable meals and other feeding commodities can be used to supplement initial primary feeding requirements and/or serve as primary feeding options;
- Planning for resource requirements for individuals and households who arrive at shelters without medical equipment, medical prescriptions and/or supplies, personal assistance services (caregivers), and cloth face coverings;
- Developing strategies to address health screening criteria (e.g., positive, presumptive positive, symptomatic, known exposure) upon arrival at a congregate shelter and procedures if a case is identified;
- Planning for protective measures at sheltering locations, to include health screening, social distancing requirements, cleaning and disinfection, and quarantine or isolation areas, as needed;
- Considerations for shelter staffing options outside of volunteers, as resources may not be available;
- Planning for feeding strategies for survivors sheltering in place and those located in non-congregate shelters in accordance with CDC guidance and social distancing requirements;
- Planning for timely demobilization of sheltering resources when they are no longer needed based on the impact or forecasted impact of an incident;
- Planning for necessary information collection and tracking; and
- Planning for possible modifications to how federal mass care personnel support evacuees, including, but not limited to:
 - o Transportation to evacuation points/congregate/non-congregate shelters;
 - o Supporting health screenings of staff and clients entering facilities;
 - o Supporting COVID-19 isolation/medical care shelters;
 - o Triage of vulnerable populations processed into non-congregate options;
 - o Coordination of workforce lodging across agencies and responder organizations to prioritize hotel access for non-congregate sheltering; and
 - o Pet sheltering.

Virtual Preliminary Damage Assessments

To ensure workforce protection, FEMA regions may elect to utilize virtual or desktop Preliminary Damage Assessment (PDA) options. Virtual PDAs may include use of aerial imagery (as appropriate), Hazus,³ resident or SLTT submitted data, documentation, photos, and local emergency manager detailed and verified statements to document damages as accurately as possible as opposed to conducting physical, in-person assessments to validate cost, work, facility, and applicant eligibility. Regions will work with SLTTs to determine the appropriate type of PDA process given the level of public health

emergency, which may vary across counties based on localized hotspots. If personnel deploy to the field, FEMA will use as few personnel as possible to ensure social distancing and may rely on windshield assessments to complete the PDA process in a timely manner.

FEMA Disaster Registration Methods

In areas with a limited field presence, FEMA will continue to use its primary registration methods via an online website (www.DisasterAssistance.gov) and telephone services (800-621-FEMA). These methods account for most registrations and continue to be successful in limited or degraded communication environments. FEMA will work with local officials and the media to encourage people to leverage digital registration capabilities.

Disaster Survivor Assistance and Disaster Recovery Centers

FEMA, in coordination with SLTT partners, will determine the use of Disaster Recovery Centers (DRC) or Disaster Survivor Assistance (DSA) teams according to the phased reopening of an impacted area. In areas with limited field presence, FEMA will use online and phone registration and virtual assessments to ensure program delivery. If phone lines are down, FEMA will prioritize stabilizing the communication lifeline in order to restore networks and support registration processes. FEMA will also coordinate with federal and voluntary agency partners



FEMA personnel and disaster survivors at a DRC during Hurricane Michael depicts limited potential for social distancing measures using standard facility footprints.

³ Hazus is a nationally applicable standardized methodology that contains models for estimating potential losses from earthquakes, floods, and hurricanes. Hazus uses Geographic Information Systems (GIS) technology to assist government planners and emergency managers in estimating physical, economic, and social impacts of disasters.

to promote digitally available disaster recovery resources, support, and referral services, as well as to ensure service delivery methods are accessible and widely promoted for individuals with disabilities.

If DRCs and DSA team support are requested by the state, territory, or tribal nation, and FEMA determines it is consistent with phased reopening guidelines, FEMA will consult with SLTT public health officials on local requirements. In DRCs, FEMA will implement additional health and safety measures based on current CDC guidance, such as requiring cloth face coverings (if appropriate), hand hygiene, and social distancing measures.

Individual and Households Programs and Direct Housing

FEMA does not anticipate major changes in program eligibility, timeliness of grant awards, or the level of assistance provided under the Individual and Households Program. However, the delivery mechanisms of certain aspects of the program will be modified.

FEMA will utilize remote inspections and field work to evaluate damage as much as possible, with the goal of expediting the delivery of recovery assistance. FEMA will only conduct remote inspections on homes where occupants have indicated a certain degree of damage upon registration. For applicants who self-report minor damage and can remain in the home, FEMA will determine whether an inspection is necessary, enabling FEMA to focus its limited resources on those with the greatest need.

These remote inspections and field work, consistent with eligibility, will support numerous programs including Rental Assistance, Home Repair Assistance, Replacement Assistance, Other Needs Assistance for Personal Property, and Assistance for Miscellaneous Items. Types of Other Needs Assistance that do not require an inspection, including childcare, transportation, medical and dental, funeral expenses, moving and storage, and procurement of Group Flood Insurance Policies, will be administered as normal. Clean and Removal Assistance will not be authorized in disasters that utilize remote inspections.

Remote Inspection Assistance

For remote inspections, FEMA inspectors will contact applicants and complete the standard onsite inspection process by phone. Reasonable accommodations, including translation and American Sign Language interpreters via Video Relay Service will be available to ensure effective communication with applicants with limited English proficiency, disabilities, and access and functional needs. FEMA will also work to provide flexibility to applicants who need to provide documentation within certain timeframes.

Direct Housing

FEMA does not anticipate changing the criteria necessary for approving a request for Direct Housing. However, given the challenges associated with implementing some forms of Direct Housing in a COVID-19 environment, FEMA may rely more on certain forms of temporary housing (i.e., rental assistance) and non-congregate sheltering. For new disasters that are approved for Direct Housing, FEMA will prioritize the placement of Transportable Temporary Housing Units on private sites and the use of Direct Lease.

Community Services Programs

Request processes and the criteria for Community Services Programs (Crisis Counseling, Disaster Unemployment, Disaster Case Management, and Disaster Legal Services) remain unchanged. The

delivery of these programs will be remote as much as possible. This includes the use of crisis counseling hotlines; socializing information through various forms of media; delivering leaflets, brochures, or other educational materials to disaster survivors; and providing all services and communications in an accessible manner for individuals with disabilities.

Public Assistance

The basic principles, application procedures, eligibility, and award mechanisms of the PA program will remain unchanged. However, most PA work will be conducted virtually. Recipients should be prepared to conduct virtual applicant briefings, with virtual participation by FEMA. The Recovery Scoping Meeting to develop the Program Delivery Plan and discuss damage inventory will also be conducted remotely. Recipients and subrecipients should be prepared for virtual applicant engagement to work through program delivery, formulate projects, and upload documentation.

FEMA will conduct inspections remotely whenever possible. While remote inspections may not be possible for all applicants, the dual use of remote and in-person inspections expedites the delivery of recovery assistance to grant recipients and reduces the number of personnel required in the field. For some incidents, FEMA may still deploy PA personnel to perform specific activities, such as critical infrastructure stabilization coordination or just-in-time site inspections, which cannot be completed virtually. FEMA will continue to provide technical assistance to grant recipients and applicant personnel through virtual training, job aids, online how-to videos, the Grants Portal Hotline, virtual mentorships, and remote customer assistance.

PA Program Delivery in a COVID-19 Environment

Operational Planning

- *Applicant Briefings* – Encourage virtual briefings
- *Request for Public Assistance* – No change
- *Staff and Operational Planning* – Mix of virtual and, if required, minimized personnel requested
- *Exploratory Call* – No change
- *Recovery Scoping Meeting* – Encourage remote meetings and, if required, minimized personnel presence

Damage Intake and Eligibility Analysis

- *Applicant Engagement* – Encourage virtual engagement and, if required, minimized personnel presence
- *Damage identification, Essential Elements of Information, and Project Formulation* – No change
- *Conducting Site Inspections* – Likely encourage virtual/ tabletop inspections with minimized personnel presence

Scoping and Costing

- *Grant Development* – No change

Final Reviews

- *Field and Final Reviews* – No change

Obligation and Recovery Transition

- *Project Obligation* – No change
- *Recovery Transition Meeting* – Conducted remotely

Hazard Mitigation

FEMA is taking proactive steps to address the COVID-19 pandemic to help serve its National Flood Insurance Program (NFIP) customers who may be experiencing financial hardships. One example of this is extending the grace period to renew flood insurance policies from 30 to 120 days. Additionally, the NFIP has issued guidance to the Write Your Own companies and NFIP Direct on remote claims handling. FEMA is currently developing new methods to improve program delivery, including extension of application deadlines and Periods of Performance, and also granting a 12-month extension to meet the hazard mitigation plan requirements for local and tribal governments that apply for FEMA hazard mitigation assistance grants, including the Hazard Mitigation Grant Program (HMGP). FEMA regions continue to provide technical assistance to SLTTs to meet the hazard mitigation plan requirements in order to be eligible for certain FEMA assistance programs, such as HMGP, Building Resilient Infrastructure and Communities, High Hazard Potential Dams Rehabilitation Grants, and Flood Mitigation Assistance.

Though aspects of the Hazard Mitigation (HM) Program delivery are typically highly dependent on personal interaction (e.g., Community Education and Outreach), FEMA can conduct mitigation interviews with Individual Assistance (IA)-registered survivors through a dedicated phone line or use a model similar to remote flood insurance claim adjustments to continue providing services to disaster survivors. HM's Flood Insurance personnel will also conduct virtual visits with insurance agents in disaster-impacted areas to promote the NFIP and its benefits, rather than in-person office visits. HM's Floodplain Management personnel will also conduct virtual visits with State Floodplain Coordinators and Local Floodplain Administrators in disaster-impacted communities to provide technical assistance and ensure ordinance compliance, as needed. FEMA may deploy HM personnel to carry out infrastructure inspections, among other critical assignments. FEMA may also deploy HM or contract personnel to support local, substantial damage inspections as well as produce and share data analytics in making as many remote determinations as possible to limit the number of physical inspections required.

Environmental Planning and Historic Preservation

Many elements of an Environmental Planning and Historic Preservation (EHP) review, which are required for all proposed FEMA grants, will be conducted through desktop analysis of environmental considerations (e.g., presence/absence of historic properties or critical habitat for endangered species, project requirements associated with special flood hazard areas). However, EHP's ability to conduct in-person site inspections will likely be limited due to COVID-19. Without the full capability to conduct site visits, EHP will rely more heavily on site-specific critical information to be provided by FEMA grant programs and applicants in order to understand the environmental and historic preservation resources present. Therefore, applicants should be prepared to provide adequate documentation to facilitate remote inspection and evaluation of proposed project sites when possible. FEMA may require in-person site visits for EHP activities, such as biological or archaeological monitoring, depending on specific conditions present at a given location, and will work with FEMA Grant Program personnel and applicants to ensure that these requirements are met safely.

Public participation requirements found in several EHP laws and regulations, sometimes in the form of public meetings, may also be modified to ensure effective public comment is facilitated safely. Additional actions may be delayed or deferred on a case-by-case basis at the discretion of the incident-

specific Regional Environmental Officer and the Director of the Office of Environmental Planning and Historic Preservation in conjunction with the State Coordinating Officer.

Interagency Recovery Coordination

Regional and national Interagency Recovery Coordination will continue to prioritize the coordination of assistance in support of SLTT recovery outcomes in the following ways:

- Ensuring clear communication and comprehensive, accessible information about available assistance leveraging existing information sharing platforms;
- Streamlining and/or simplifying the application and delivery processes;
- Aligning policies to streamline access to funding sources;
- Actively coordinating among federal partners to reduce duplication, waste, and fraud;
- Coordinating with federal partners to share information on promising practices for sequencing federal funds to maximize impacts on SLTT recovery goals and outcomes; and
- Developing and sharing SLTT recovery “self-help” tools.

FEMA will consolidate coordination and recovery management support at the regional level throughout hurricane season to better serve all disaster operations in achieving SLTT outcomes. This approach will allow partners to streamline and enhance consistent support across multiple operations. The Recovery Support Function Leadership Group is supporting the coordination of assistance among partner agencies at the national level to resolve operational and policy challenges as needed.

SLTT Recovery Planning

Based on FEMA’s planned operating posture and impacts to a community from COVID-19 prior to a follow-on incident, SLTT partners may need to consider revising recovery operational plans, long-term recovery objectives, and pre-disaster recovery plans. SLTTs should coordinate with FEMA regions if there are questions on implementing any new policies or delivery methods for FEMA recovery programs and prepare for FEMA to rely more heavily on virtually deployed personnel.

Furthermore, FEMA recommends that state, tribal, and territorial leadership establish coordination and management mechanisms that could be used across multiple incidents and that focus support on achieving state, tribal, and territorial goals and outcomes. State governors as well as tribal and territorial leaders may consider appointing a State Disaster Recovery Coordinator (SDRC) or Tribal Disaster Recovery Coordinator (TDRC) to lead recovery coordination activities for a jurisdiction. SDRCs and/or TDRCs could lead the recovery organization, recovery priority setting, and serve as the jurisdiction’s primary point of contact with the state and federal agencies to explore and resolve unmet recovery needs. If a SDRC or TDRC is currently leading the COVID-19 recovery effort, close coordination with FEMA regions will enable better assistance.

Recovery Considerations Checklist

- Do you have reopening and reconstitution criteria that support opening of businesses damaged by a hurricane and/or tropical storm that is also impacted by COVID-19 restrictions?
- Have you identified sufficient congregate shelter space to safely implement social distancing?
- Have you reviewed and incorporated CDC's Interim Guidance for General Population Disaster Shelters During the COVID-19 Pandemic into sheltering plans and strategies?
- Do you have a plan to conduct health screenings of evacuees that may enter sheltering locations?
- Do you have a medical care plan for those evacuees that meet screening criteria (e.g., positive, presumptive positive, symptomatic, known exposure) upon arrival at a congregate shelter?
- Do you have a plan to support virtual PDAs and inspections?
- How will you manage building and housing inspections and re-occupancy procedures given the constraints and impacts of COVID-19 (e.g., social distancing)?
- How will you maximize community input and buy-in for your recovery efforts to ensure they are delivered in an equitable and impartial manner (e.g., by receiving input from members of low-income communities, members of communities of color, persons with disabilities, older adults, persons with limited English proficiency)?
- Can you hold effective public meetings while maintaining social distance? Do you have mechanisms to reach isolated or underserved communities?
- Do you have a process to determine eligibility for all relevant funding opportunities? Do you have access to associations that can support disaster-related projects?
- Does your jurisdiction's financial practices and procedures for non-disaster projects follow the same practices and procedures for disaster-related projects?

See Appendix D for additional Recovery checklist considerations

Mass Care/Emergency Assistance Planning

The impacts of COVID-19 will require SLTTs to reassess their mass care plans and strategies. SLTTs should work with partners to reassess all aspects of their plans to ensure they can effectively execute sheltering and other mass care activities in a pandemic environment in coordination with public health officials and updated guidance. SLTT emergency managers should assess which functions they will continue to provide during sheltering operations, identify alternate options for maintaining capabilities, and determine the availability of voluntary and non-governmental organizations to support human services needs in shelters.

Important readiness measures that jurisdictions can take now include reviewing and re-validating emergency operations and sheltering plans; proactively preparing accessible and multi-lingual messaging regarding individual and family preparedness; and modifying resource acquisition and allocation plans. This should also include identifying COVID-19 high-risk populations that may require additional protective measures. SLTTs should also re-emphasize evacuation messaging to focus sheltering efforts on only those that have a need to leave their homes.

SLTTs should review mass care and sheltering plans and consider:

- Pre-identifying locations and altering sheltering strategies, to include:
 - o Selecting appropriately sized shelter facilities to support CDC guidance and SLTT public health guidance, social distancing requirements, establishment of isolation areas, and cloth face covering distribution.
 - o Leveraging non-congregate sheltering options and working with FEMA on solutions for providing sheltering, including considerations for survivors who need isolation but do not require hospitalization.
 - o Using EMPG-S funding to identify mass care and shelter options that meet CDC guidance and mitigate risks to communities and the most vulnerable citizens, such as the elderly, those with underlying conditions, and people with disabilities.
 - o Developing plans to account for the care of individuals requiring additional assistance, including vulnerable populations, older adults, individuals with disabilities, and others with access and functional needs.
 - o Developing a plan to conduct health screenings of staff and evacuees for COVID-19 that may enter sheltering locations.
 - o Assessing the need for PPE and planning for distribution as needed.
 - o Planning for evacuees and staff that meet screening criteria (e.g., positive, presumptive positive, symptomatic, known exposure) upon arrival at a congregate shelter, including establishment of isolation areas for symptomatic survivors and others at congregate shelters
 - o Planning for support to increase pet sheltering as co-habitation may not be a viable option due to increased shelter space requirements.
- Developing accessible, timely, and actionable communication plans for conveying alterations to sheltering strategies for communities likely impacted by hurricane season, including for limited English-proficient persons and people with disabilities.
- Supporting health and medical systems that are already stressed, with an expectation that those emergency services will continue to be taxed into hurricane season, including potential exposure of disaster survivors and emergency response personnel in facilities, testing requirements, and contact tracing support.
- Assessing capabilities and available resources within Voluntary Organizations Active in Disaster, NGOs, and faith-based organizations to determine any alternative sourcing requirements.
- Attempting to fulfill resource requests and resolving logistical issues using existing local capabilities, including requesting assistance from local NGOs, local vendors (e.g., restaurant/caterer, staffing agency), or options with national-level NGOs.

Individual Assistance, Public Assistance, and Hazard Mitigation Application Processes

SLTTs should review recovery operations plans and consider:

- Revising to account for FEMA's virtual work for IA, PA, and HM programs in a COVID-19 impacted environment.

- Ensuring familiarity with the PA process and access to the Grants Portal system.
- Ensuring familiarity with procurement and documentation requirements for PA grants and pre-positioning contracts.
- Working to provide support to applicants for new virtual application processes, particularly for communities with existing gaps in information technology resources.
- Reviewing the *State-Led Public Assistance Guide* and preparing to take on some or all customer service, site inspection, and scoping and costing functions.

SLTT Recovery Process

FEMA recommends that SLTT partners explore how to modify existing recovery plans and structures to not only support current COVID-19 recovery operations and outcomes, but to also accommodate potential future disasters. Modification of existing recovery plans and structures will enable SLTTs to focus coordination around clear outcomes and goals across disasters, as well as enhance SLTT leaders' ability to pool and target resources for maximum impact.

SLTT leaders should review recovery operations plans and consider:

- Strengthening remote work and virtual inspection processes.
- Managing PA operations, customer service, and site inspections in accordance with the *State-Led Public Assistance Guide*.
- Establishing communication best practices, including accessible and multi-lingual messaging, and information technology solutions to better facilitate coordination between state, tribal, and territory RSF partners and their relevant federal, non-governmental, and private sector counterparts.
- Identifying or developing internal systems to proactively address federal and state procurement regulations and processes.
- Developing or modifying existing plans that include defining essential operations, building staff redundancy, and outlining devolution procedures and authorities.
- Strengthening contracts for pre-positioned resources, such as debris removal.
- Working with FEMA regions to obtain guidance in the development of a State Disaster Recovery Plan for the jurisdiction to include housing annexes.
- Accounting for increased recovery efforts to address compounded impacts from COVID-19 and a follow-on incident, to include:
 - o Economic impact, including impacts to non-essential businesses and loss of livelihood in the impacted area;
 - o Long-term impacts to health and social services, increased use of telemedicine providers, reduced utilization of medical services for chronic conditions, and additional need for social services and mental/behavioral health resources; and
 - o Infrastructure, communication systems, and healthcare restoration given the need to build certain core capabilities back better for the future.

- Planning for increased demand for mental/behavioral health support as survivors may experience significant distress with the addition of disaster impacts on quarantined communities.
- Coordinating donation management and assistance (e.g., mapping additional funding, preventing duplication of benefits, project sequencing) and identifying overlapping recovery goals/outcomes.
- Evaluating and planning for support to local governments with reduced recovery management capacity due to budget shortfalls and reductions in personnel.

Conclusion

Given FEMA's planning and operating posture presented here, emergency managers should review existing COOP programs and begin increasing planning and posturing with a focus on key changes necessitated by the COVID-19 environment. The requirements for social distancing and the ability to follow CDC guidance to protect the health and safety of survivors, emergency managers, and other response and recovery personnel could impact operational concepts such as sheltering plans, commodity distribution, and establishment of disaster facilities. With many FEMA personnel working remotely, SLTTs should be prepared to conduct disaster work virtually, including using available media to ensure survivors are aware of and understand the changes to the application process, holding virtual townhalls throughout response and recovery, and conducting virtual coordination meetings with volunteer organizations and the private sector. If the communications lifeline is impacted by follow-on incidents, stabilization will be even more essential to support remote work. When additional resources—personnel, commodities, contract support, mutual aid—are needed to support changes within the COVID-19 environment, SLTTs should begin increasing planning and posturing for these eventualities.

FEMA expects our SLTT partners and fellow emergency managers to problem-solve, act, and do what emergency managers do best—coordinate, communicate, and collaborate. As the Nation moves into hurricane season, emergency managers will need to lead, innovate, and be resourceful to address challenges and adapt disaster operations to meet the needs of survivors in the current environment.

Appendix A: Additional Resources

All the links referenced in the sections above are collected below for ease of reference.

Preparedness Resources

- The Federal Government's official [COVID-19 website](https://www.coronavirus.gov/) provides information relevant to individuals, households, schools, businesses, health care professionals, health care departments, and emergency managers
(<https://www.coronavirus.gov/>)
- FEMA's [pandemic resource page](https://www.fema.gov/coronavirus/governments) for SLTT partners across the emergency management community includes:
(<https://www.fema.gov/coronavirus/governments>)
 - [Best practices](https://www.fema.gov/coronavirus/best-practices) and lessons learned from communities across the Nation (NOTE: this collection is not exhaustive and is updated regularly)
(<https://www.fema.gov/coronavirus/best-practices>)
 - [Economic Support and Recovery](https://www.fema.gov/coronavirus/economic) to address the economic needs of American families, workers, and small businesses
(<https://www.fema.gov/coronavirus/economic>)
- Other FEMA Resources include:
 - The [CERT website](https://www.ready.gov/cert) with videos, training materials, and access to the [Citizen Responder Programs Registration](https://community.fema.gov/Register) portal
(<https://www.ready.gov/cert>)
(<https://community.fema.gov/Register>)
 - Emergency Management Performance Grant Program and [FY2020 Emergency Management Performance Grant – COVID-19 Supplemental](https://www.fema.gov/emergency-management-performance-grant-program)
(<https://www.fema.gov/emergency-management-performance-grant-program>)
 - The [Emergency Financial First Aid Kit \(EFFAK\)](https://www.fema.gov/media-library/assets/documents/96123) with guidance for individuals and families to strengthen financial preparedness for disasters and emergencies
(<https://www.fema.gov/media-library/assets/documents/96123>)
 - [Emergency Manager Best Practices](https://www.fema.gov/coronavirus/best-practices)
(<https://www.fema.gov/coronavirus/best-practices>)
 - [Healthcare Facilities and Power Outage](https://www.fema.gov/media-library-data/1566392446802-cb3f4603ff821158811d3f55f370238e/Healthcare_Facilities_and_Power_Outages.pdf)
(https://www.fema.gov/media-library-data/1566392446802-cb3f4603ff821158811d3f55f370238e/Healthcare_Facilities_and_Power_Outages.pdf)
 - [Ready.gov/Pandemic](https://www.ready.gov/pandemic) personal preparedness site
(<https://www.ready.gov/pandemic>)
 - [FEMA Preparedness Grants Manual](#)

- (<https://www.fema.gov/media-library/assets/documents/178291>)
- [Comprehensive Preparedness Guide 101](#)
(https://www.fema.gov/media-library-data/20130726-1828-25045-0014/cpg_101_comprehensive_preparedness_guide_developing_and_maintaining_emergency_operations_plans_2010.pdf)
 - [Continuity Guidance Circular](#)
(<https://www.fema.gov/media-library/assets/documents/132130>)
 - [Planning Considerations for Organizations in Reconstituting Operations During the COVID-19 Pandemic](#)
(<https://www.fema.gov/news-release/2020/04/30/planning-considerations-organizations-reconstituting-operations-during-covid>)
 - [Healthcare Capacity Building: Alternative Care Sites and Federal Medical Stations](#)
(<https://files.asprtracie.hhs.gov/documents/understanding-ac-s-and-fms-final.pdf>)
 - [Reconstituting Operations Starter Kit](#)
(<https://www.fema.gov/media-library/assets/documents/188077>)
- The CDC's [COVID-19 website](#) has guidance for keeping individuals, healthcare professionals and communities safe:
(<https://www.cdc.gov/coronavirus/2019-nCoV/index.html>)
 - [Preparing for Hurricanes During the COVID-19 Pandemic](#)
(<https://www.cdc.gov/disasters/hurricanes/covid-19/prepare-for-hurricane.html>)
 - Strategies to optimize the [supply of PPE and other equipment](#)
(<https://www.cdc.gov/coronavirus/2019-ncov/hcp/ppe-strategy/index.html>)
 - Interim [guidance for businesses and employers](#) to plan and respond to COVID-19
(<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>)
 - Guidance for [cleaning and disinfection for households](#)
(<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cleaning-disinfection.html>)
 - Considerations for employers on [cleaning and disinfecting your facility](#)
(<https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>)
 - [What you should know about COVID-19 to protect yourself and others](#)
(<https://www.cdc.gov/coronavirus/2019-ncov/downloads/2019-ncov-factsheet.pdf>)
 - Communication resources and [guidance documents](#)
(<https://www.cdc.gov/coronavirus/2019-ncov/communication/guidance-list.html?Sort=Date%3A%3Adesc>)

- [White House Guidelines for Opening Up America Again](https://www.whitehouse.gov/openingamerica/#criteria)
(<https://www.whitehouse.gov/openingamerica/#criteria>)
- [COVID-19 fact sheets and guidance](https://www.fema.gov/coronavirus/fact-sheets) provide SLTT partners with updated information, including:
(<https://www.fema.gov/coronavirus/fact-sheets>)
 - [COVID Best Practice Information for SLTT 9-1-1 Call Centers](https://www.fema.gov/media-library-data/1587583826898-7edfe29901f3025da758b9e29cb7fbb5/2020_04_21_COVID_BP_911Centers_F.pdf)
(https://www.fema.gov/media-library-data/1587583826898-7edfe29901f3025da758b9e29cb7fbb5/2020_04_21_COVID_BP_911Centers_F.pdf)
- The [EMAC website](https://www.emacweb.org/) provides information on the all-hazards national mutual aid system
(<https://www.emacweb.org/>)

Response Resources

- The [National Response Framework](https://www.fema.gov/media-library-data/1582825590194-2f000855d442fc3c9f18547d1468990d/NRF_FINALApproved_508_2011028v1040.pdf) is a guide to respond to all types of disasters and emergencies
(https://www.fema.gov/media-library-data/1582825590194-2f000855d442fc3c9f18547d1468990d/NRF_FINALApproved_508_2011028v1040.pdf)
 - [Response FIOP](https://www.fema.gov/media-library-data/1471452095112-507e23ad4d85449ff131c2b025743101/Response_FIOP_2nd.pdf)
(https://www.fema.gov/media-library-data/1471452095112-507e23ad4d85449ff131c2b025743101/Response_FIOP_2nd.pdf)
 - [Community Lifelines Implementation Toolkit](https://www.fema.gov/media-library/assets/documents/177222)
(<https://www.fema.gov/media-library/assets/documents/177222>)
- FEMA's [Coronavirus Emergency Management Best Practices](https://www.fema.gov/coronavirus/best-practices) compiles best practices and lessons learned from communities fighting COVID-19
(<https://www.fema.gov/coronavirus/best-practices>)
- [COVID-19 fact sheets and guidance](https://www.fema.gov/coronavirus/fact-sheets) provide SLTT partners with updated information, including:
(<https://www.fema.gov/coronavirus/fact-sheets>)
 - [COVID-19 supply chain guidance](https://www.fema.gov/media-library-data/1586011228351-ee9dd63af03bc879168c827bf922cb90/COVID19SupplyChain.pdf)
(<https://www.fema.gov/media-library-data/1586011228351-ee9dd63af03bc879168c827bf922cb90/COVID19SupplyChain.pdf>)
 - [COVID-19 SLTT public information guidance](https://www.fema.gov/media-library-data/1587250289402-3e2e773531d50b09890fe071e042e3e6/2020_04_18_COVID_BP_SLTTPublicInformation.pdf)
(https://www.fema.gov/media-library-data/1587250289402-3e2e773531d50b09890fe071e042e3e6/2020_04_18_COVID_BP_SLTTPublicInformation.pdf)
 - [Ensuring Civil Rights During the COVID-19 Response](https://www.fema.gov/media-library-data/1586893628400-f21a380f3db223e6075eeb3be67d50a6/EnsuringCivilRightsDuringtheCOVID19Response.pdf)
(<https://www.fema.gov/media-library-data/1586893628400-f21a380f3db223e6075eeb3be67d50a6/EnsuringCivilRightsDuringtheCOVID19Response.pdf>)
 - [COVID-19 SLTT 9-1-1 call center guidance](#)

(https://www.fema.gov/media-library-data/1587583826898-7edfe29901f3025da758b9e29cb7fbb5/2020_04_21_COVID_BP_911Centers_F.pdf)

- [COVID-19 floodplain considerations for temporary critical facilities](#)

(<https://www.fema.gov/news-release/2020/04/13/coronavirus-covid-19-pandemic-floodplain-considerations-temporary-critical>)

- [COVID-19 Emergency Operations Center Guidance](#)

(https://www.fema.gov/media-library-data/1588336615101-0460905692bda72076abdc5943939a09/2020_04_30_COVID_BP_EOC.pdf)

- Other FEMA Resources include:

- The [Radiological Emergency Preparedness Program](#)

(<https://www.fema.gov/radiological-emergency-preparedness-program>)

- FEMA's web-based storm tracking and decision support tool, [HURREVAC](#) assists SLTT partners with Hurricane Evacuation planning, training, and timely decision-making during response operations

(<http://hurrevac.com/>)

- The CDC [COVID-19 website](#) has guidance for keeping individuals, healthcare professionals, and communities safe:

(<https://www.cdc.gov/coronavirus/2019-nCoV/index.html>)

- [Correctional and detention facilities](#)

(<https://www.cdc.gov/coronavirus/2019-ncov/community/correction-detention/guidance-correctional-detention.html>)

- [Long-term care facilities and nursing homes](#)

(<https://www.cdc.gov/coronavirus/2019-ncov/hcp/long-term-care.html>)

- [People with disabilities](#)

(<https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-disabilities.html>)

- [Public health communications](#)

(<https://www.cdc.gov/healthcommunication/phcomm-get-your-community-ready.html>)

- [Strategies to mitigate healthcare personnel staffing shortages](#)

(<https://www.cdc.gov/coronavirus/2019-ncov/hcp/mitigating-staff-shortages.html>)

- [Strategies to optimize the supply of PPE and other equipment](#)

(<https://www.cdc.gov/coronavirus/2019-ncov/hcp/ppe-strategy/index.html>)

- The Department of Homeland Security's [Cybersecurity and Infrastructure Security Agency](#) (CISA) provides information on securing critical infrastructure during COVID-19

(<https://www.cisa.gov/publication/guidance-essential-critical-infrastructure-workforce>)

- The Americans with Disabilities Act (ADA) has a [list of resources](#) useful to emergency managers regarding people with disabilities
(https://www.ada.gov/emerg_prep.html)
- The Department of Labor (DOL) issued [DOL COVID Workplace Guidance](#), in partnership with the Department of Health and Human Services, on safe work practices and appropriate PPE based on the risk level of exposure
(<https://www.dol.gov/newsroom/releases/osha/osha20200309>)
- CISA released the [CISA COVID Risk Management](#) to help executives consider physical, supply chain, and cybersecurity issues that may arise from the spread of COVID-19
(https://www.cisa.gov/sites/default/files/publications/20_0306_cisa_insights_risk_management_for_novel_coronavirus_0.pdf)
- The [EMAC website](#) provides information on the all-hazards national mutual aid system
(<https://www.emacweb.org/>)
- The [National Mass Care Strategy](#) provides COVID-19-related feeding and sheltering guidance
(<https://nationalmasscarestrategy.org/category/covid-19/>)
- The [National Weather Service \(NWS\) statement](#) addresses tornado shelters during a pandemic
(<https://www.wsfa.com/2020/03/22/nws-issues-statement-regarding-tornado-shelters-during-pandemic/>)

Recovery Resources

- [National Disaster Recovery Framework](#)
(<https://www.fema.gov/national-disaster-recovery-framework>)
 - [Recovery FIOP](#)
(https://www.fema.gov/media-library-data/1471451918443-dbbb91fec8ffd1c59fd79f02be5afddd/Recovery_FIOP_2nd.pdf)
 - [Mitigation FIOP](#)
(https://www.fema.gov/media-library-data/1471450195109-d68f4bb054782a379b341999317bd123/Mitigation_FIOP_2nd.pdf)
- Other FEMA Guidance includes:
 - [Resilience Analysis and Planning Tool \(RAPT\)](#)
(<https://fema.maps.arcgis.com/apps/webappviewer/index.html?id=90c0c996a5e242a79345cd5f758fc6>)
 - [Disaster Financial Management Guide](#)
(<https://www.fema.gov/media-library/assets/documents/187126>)
 - [Community Recovery Management Toolkit](#)
(<https://www.fema.gov/community-recovery-management-toolkit>)

- [Continuity Resource Toolkit](https://www.fema.gov/continuity-resource-toolkit)
(<https://www.fema.gov/continuity-resource-toolkit>)
- [Individual Assistance Program and Policy Guidance](https://www.fema.gov/media-library/assets/documents/177489)
(<https://www.fema.gov/media-library/assets/documents/177489>)
- [Mass Care/Emergency Assistance Pandemic Planning Considerations](https://nationalmasscarestrategy.org/covid-19-sheltering-guidelines/)
(<https://nationalmasscarestrategy.org/covid-19-sheltering-guidelines/>)
- [Guidance on Planning for Personal Assistance Services in General Population Shelters](https://www.fema.gov/pdf/emergency/disasterhousing/guidance_plan_ps_gpops.pdf)
(https://www.fema.gov/pdf/emergency/disasterhousing/guidance_plan_ps_gpops.pdf)
- [Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters](https://www.fema.gov/pdf/about/odc/fnss_guidance.pdf)
(https://www.fema.gov/pdf/about/odc/fnss_guidance.pdf)
- The CDC [COVID-19 website](https://www.cdc.gov/coronavirus/2019-nCoV/index.html) has guidance for keeping individuals, healthcare professionals and communities safe:
(<https://www.cdc.gov/coronavirus/2019-nCoV/index.html>)
 - [Homeless service providers](https://www.cdc.gov/coronavirus/2019-ncov/community/homeless-shelters/plan-prepare-respond.html)
(<https://www.cdc.gov/coronavirus/2019-ncov/community/homeless-shelters/plan-prepare-respond.html>)
 - [People with disabilities](https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-disabilities.html)
(<https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-disabilities.html>)
 - [Public health communications](https://www.cdc.gov/healthcommunication/phcomm-get-your-community-ready.html)
(<https://www.cdc.gov/healthcommunication/phcomm-get-your-community-ready.html>)
 - [Guidance for General Population Sheltering](https://www.cdc.gov/coronavirus/2019-ncov/downloads/Guidance-for-Gen-Pop-Disaster-Shelters-a-Pandemic_cleared_JIC_ADS_final.pdf)
(https://www.cdc.gov/coronavirus/2019-ncov/downloads/Guidance-for-Gen-Pop-Disaster-Shelters-a-Pandemic_cleared_JIC_ADS_final.pdf)
- The [EMAC website](https://www.emacweb.org/) provides information on the all-hazards national mutual aid system.
(<https://www.emacweb.org/>)
- The [Hazus](https://www.fema.gov/hazus) website for support on all-hazards risk assessments
(<https://www.fema.gov/hazus>)
- The [Grants Portal System](https://grantee.fema.gov/) for Public Assistance grantees
(<https://grantee.fema.gov/>)
- [Public Assistance Program and Policy Guide](https://www.fema.gov/media-library-data/1525468328389-4a038bbef9081cd7dfe7538e7751aa9c/PAPPG_3.1_508_FINAL_5-4-2018.pdf)
(https://www.fema.gov/media-library-data/1525468328389-4a038bbef9081cd7dfe7538e7751aa9c/PAPPG_3.1_508_FINAL_5-4-2018.pdf)
- [State-Led Public Assistance Guide](#)

(https://www.fema.gov/media-library-data/1558538652426-d4165531878c8c8795551d3a7665d03e/State-Led_PA_Guide_2-1-2019.pdf)

- The International City/County Management Association (ICMA) provides guidance, including:
 - [ICMA guidance on public meetings and crisis communications](#)
(https://icma.org/coronavirus-crisis-response-resources-your-community?utm_source=CV19_landing_page&utm_medium=CV19_landing_page&utm_campaign=CV19_campaign)
 - Webinar on “[Managing Crisis Communications during a Pandemic](#)”
(<https://icma.org/events/free-webinar-managing-crisis-communications-during-covid-19-pandemic>)
- The [Procurement Disaster Assistance Team](#) makes trainings available via webinar.
(<https://www.fema.gov/procurement-disaster-assistance-team>)

Appendix B: Preparedness Considerations Checklist

The following considerations are presented here for SLTTs to utilize when modifying the preparedness phase of all hazards or hurricane specific plans in the COVID-19 environment.

Review and Modify

- ☐ Have you reviewed and modified your emergency operations plan to align with COVID-19 guidance, to include social distancing limitations, travel restrictions, fiscal impacts, reduction of government services, and potential impacts to your supply chain?
- ☐ Have you reviewed your jurisdiction's orders concerning any potential shelter-in-place or stay-at-home orders? Do any legal considerations require you to adjust your law enforcement, fire, Emergency Medical Services (EMS), or emergency operations?
- ☐ Are you coordinating updates to plans with the whole-community planning partners supporting your jurisdiction?
- ☐ Have you reviewed and modified your plans to include special considerations for those with access and functional needs in a COVID-19 environment?
- ☐ Have you reviewed and updated your COOP plans to continue essential functions and tasks with little to no interruption?
- ☐ Have you updated your resource management inventory to make response personnel available to support non-COVID-19 response?
- ☐ Have you identified essential personnel, based on organizational essential functions, by reviewing your existing or conducting new business process/business impact analyses to understand potential shortfalls and limitations?
- ☐ Have you identified orders of succession for key personnel and leadership? Do critical tasks and decision-making have approved delegations of authority?
- ☐ Have you identified alternate sites and capabilities to ensure COOP to include telework?
- ☐ Have you reviewed and evaluated current mutual aid agreements and [EMAC](https://www.emacweb.org/) agreements if available resources and/or personnel may be limited due to COVID-19 operations and considered virtual support where possible?

(<https://www.emacweb.org/>)

Consider and Identify

- ☐ Do the constraints and impacts of COVID-19 within your, and neighboring, jurisdictions warrant the expansion of mutual agreements with new partners?
- ☐ Have COVID-19 response and recovery efforts identified new partners, resources, planning shortfalls, or solutions to include in emergency operations plans and annexes, including private sector partners in grocery, fuel, home mitigation supplies, and medical supplies?
- ☐ Have you considered resourcing secondary emergency management roles and responsibilities to support parallel disasters with extended timelines and limited resources?
- ☐ Have you assessed your increased personnel requirements and planned for contingency staffing?

- ☐ Have you determined if you can use alternate communications, information technology support, and remote operations to operate your EOC virtually?
- ☐ Have you explored virtual environment delivery platforms to exercise plans and overcome the challenges of limited face-to-face training, seminars, and workshops?
- ☐ Have you coordinated with public health officials to identify guidelines for workforce response? (NOTE: Local conditions will influence decisions that public health officials make regarding community-level strategies)
- ☐ Have you considered strategies to keep a disaster from overwhelming [9-1-1 centers](#), such as establishing alternative call lines for non-emergency queries from the public; increasing personnel capacity; and/or including the capacity to respond to calls from people who are deaf, hard of hearing, without speech, and/or have limited English proficiency?
(https://www.fema.gov/media-library-data/1587583826898-7edfe29901f3025da758b9e29cb7fbb5/2020_04_21_COVID_BP_911Centers_F.pdf)

Message and Engage

- ☐ Have you developed and disseminated accessible, multilingual, and culturally appropriate messaging to inform the public of changes in expected services or procedures (e.g., changes to shelter locations, evacuation routes, available transportation methods) due to impacts from COVID-19 and ensured the messaging is accessible and available in alternative formats for people with disabilities?
- ☐ Have you updated pre-scripted messages to incorporate the current recommended PPE posture for disaster survivors (e.g., recommend wearing a cloth face covering) and provide deconflicting guidance regarding any stay-at-home orders or other guidance?
- ☐ Are you prepared to provide accessible multilingual and culturally appropriate messaging on [increased personal preparedness measures](#) and to encourage your community to [evaluate personal emergency plans](#) and familiarize themselves with guidance from their local jurisdictions related to COVID-19?
(<https://www.cdc.gov/coronavirus/2019-ncov/communication/print-resources.html?Sort=Date%3A%3Adesc>)
(<https://www.ready.gov/pandemic>)
- ☐ Have you advised individuals and households to track their critical financial, medical, and household information by using the [EFFAK](#) tool as a guide?
(<https://www.fema.gov/media-library/assets/documents/96123>)
- ☐ Have you translated relevant materials and messages in languages spoken in your community?
- ☐ Have you engaged with public health officials to identify guidelines for workforce response in a COVID-19 environment, and to plan for public health support for evacuations and sheltering?
- ☐ Have you identified the essential workforce necessary for continuing critical infrastructure viability by using the [CISA](#) advisory list as a guide?
(<https://www.cisa.gov/publication/guidance-essential-critical-infrastructure-workforce>)

- ☐ Have you engaged non-profits and small businesses in your jurisdiction to discuss how you would respond and recover from a natural hazard event in a COVID-19 environment?
- ☐ How will you use accessible, multilingual, and culturally appropriate messaging to communicate to employees and stakeholders that normal operations are being resumed?

Appendix C: Response Considerations Checklist

The following considerations are presented here for SLTTs to utilize when modifying the response phase of all hazards or hurricane specific plans in the COVID-19 environment.

- ☐ Have you purchased and stockpiled appropriate PPE for personnel required to be in the field, including shelter management and shelter personnel?
- ☐ Have you considered updating your vendor contracts and agreements to procure and deliver supplies and equipment in case of a shortage?
- ☐ Have you confirmed your access to [HURREVAC](http://hurrevac.com/), FEMA's web-based storm tracking and decision support tool, to view data on National Hurricane Center and NWS forecasts, including forecast tracking and arrival of tropical storm winds; storm surge modeling; and evacuation clearance times under various storm scenarios; to support operational decisions?
(<http://hurrevac.com/>)
- ☐ Have you modified your evacuation plan to account for limited travel options and hotel availability, increased need for health and medical evacuations, financial limitations of the general public, and additional impacts from COVID-19?
- ☐ Have you considered the extra time it may take to evacuate given the need for social distancing for increased mass transit modes (e.g., buses) may require?
- ☐ Have you considered using geographic information system platform planning tools, to include FEMA's [RAPT](https://fema.maps.arcgis.com/apps/webappviewer/index.html?id=90c0c996a5e242a79345cdbc5f758fc6), to identify population characteristics and infrastructure locations that may be impacted to help with your evacuation and shelter-in-place planning?
(<https://fema.maps.arcgis.com/apps/webappviewer/index.html?id=90c0c996a5e242a79345cdbc5f758fc6>)
- ☐ Have you considered increasing the membership of [CERT](https://www.ready.gov/cert), MRC, and associated volunteer training? If so, do you have a mechanism to conduct remote recruiting and training?
(<https://www.ready.gov/cert>)
- ☐ Have you reviewed and modified your logistics contracts to ensure you have [adequate PPE](https://www.cdc.gov/coronavirus/2019-ncov/hcp/ppe-strategy/index.html) and necessary commodities during response operations, especially if available resources have been allocated to COVID-19 response?
(<https://www.cdc.gov/coronavirus/2019-ncov/hcp/ppe-strategy/index.html>)
- ☐ Do your continuity plans adequately address how to respond if your agency/department or your partner agency has reduced staffing or other capabilities, such as facilities and commodities, due to COVID-19?
- ☐ Do you have a plan to integrate FEMA personnel and/or other federal partners into your response operations?
- ☐ Have you reached out to your critical infrastructure and private sector partners to assess their ability to respond to an emergency in a COVID-19 environment?
- ☐ Do you have a designated point of contact and information exchange platform to continue coordination with critical infrastructure and private sector partners?

- ☐ Have you considered expanded use of aerial imagery and other remote sensing capabilities to gain and maintain situational awareness and conduct damage assessments?
- ☐ Are any resources needed for a potential response currently unavailable or in short supply? Have you reached out to your [EMAC](#) or private sector partners for assistance and to discuss resource availability based on existing contracts and mutual aid agreements?
(<https://www.fema.gov/pdf/emergency/nrf/EMACoverviewForNRF.pdf>)
- ☐ Does your EOC have enough information technology personnel to support increased numbers of remote emergency responders? Are they trained to work remotely and support remote work for extended periods on multiple disasters?
- ☐ Have you considered how your planning goals and objectives would be altered if resources are diverted for COVID-19?
- ☐ Have you established a Business Emergency Operations Center that can coordinate and collaborate with the private sector and the National Business Emergency Operations Center?

Safety and Security

- ☐ With the potential of decreased law enforcement availability, have you reviewed your contingency plans for on-site security?
- ☐ Have you considered COOP plans and ways to deliver essential government functions in a COVID-19 environment if conditions are further degraded by another disaster event?
- ☐ Have you reviewed your evacuation and sheltering plans for [correctional facilities](#)?
(<https://www.cdc.gov/coronavirus/2019-ncov/community/correction-detention/guidance-correctional-detention.html>)
- ☐ How will you manage re-occupancy procedures given the constraints and impacts of COVID-19 (e.g., social distancing)? What agencies will need to be involved?
- ☐ Have you coordinated with neighboring jurisdictions to discuss impacts on access and re-occupancy procedures due to COVID-19?
- ☐ Have you coordinated with pass-through, host, and sending jurisdictions to verify that agreements to support and execute potential evacuations to accommodate COVID-19 considerations (or made any necessary updates) are in place?
- ☐ Are your special operations teams (e.g., Urban Search and Rescue, HazMat) still mission capable, and have they adopted CDC guidelines for PPE and training?
- ☐ Have you identified potential sites for disaster facilities that are consistent with [CDC guidance](#) and social distancing requirements and coordinated leasing requirements if needed?
(<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>)

Food, Water, Shelter

- ☐ Have you considered how personnel shortfalls may impact your shelter operations?
- ☐ How do social distancing considerations affect current shelter capacity?

- ☐ Have you coordinated with public health officials in your jurisdiction regarding evacuation and shelter safety, infection control, and planning?
- ☐ Do sheltering and feeding plans incorporate social distancing guidelines and PPE requirements outlined by the [National Mass Care Strategy](#)?
(<https://nationalmasscarestrategy.org/category/covid-19/>)
- ☐ Have you confirmed that [public shelters you normally rely upon will be available](#) in the aftermath of an incident (i.e., have schools been removed from use)?
(https://www.ametsoc.org/ams/assets/File/aboutams/statements_pdf/StatementTornadoShelteringPandemics.pdf)
- ☐ Have you considered identifying additional shelter locations, including in areas accessible to public transportation and/or in places accessible to low income communities, to reduce shelter density and promote social distancing?
- ☐ Have you explored options such as non-congregate sheltering (e.g., dormitories, hotels)? If so, have you developed a list of participating facilities, including in areas accessible to public transportation and/or in places accessible to low income communities?
- ☐ Considering current sheltering options, do individuals with access and functional needs, including individuals with disabilities, require additional sheltering resources and assistance in a COVID-19 environment?
- ☐ Have you evaluated the abilities and willingness of whole-community partners to operate or support mass care/sheltering in a COVID-19 environment?
- ☐ Have you coordinated with non-governmental and volunteer organizations to discuss changes in receipt, distribution, and delivery of commodities and services (e.g., food, donations, muck out) to incorporate any social distancing limitations?
- ☐ Have you assessed your eligibility to apply for assistance for the [purchase and distribution of food](#) in response to COVID-19?
(<https://www.fema.gov/news-release/2020/04/12/coronavirus-covid-19-pandemic-purchase-and-distribution-food-eligible-public>)
- ☐ Are issues and status updates in supply chain and logistics of food and water identified and regularly communicated to appropriate partners for action?
- ☐ Have cleaning, disinfection, and sanitizing schedules increased, and are they actively monitored by designated sheltering facility personnel?
- ☐ Do your registration, health screening, and isolation care areas provide adequate physical separation (e.g., areas for potential temperature screening)?
- ☐ Have you included temperature and health screening in your [screening protocol](#) for upon arrival at mass care shelters? Do you have adequate temperature screening equipment and PPE to support your health screening protocols?
(https://www.cdc.gov/coronavirus/2019-ncov/downloads/Guidance-for-Gen-Pop-Disaster-Shelters-a-Pandemic_cleared_JIC_ADS_final.pdf)

- ☐ Have you included COVID-19 testing in your screening protocol for mass care shelters if an evacuee meets criteria (e.g., symptoms, known exposure)? Do you have adequate PPE and testing kits to support your screening protocols?
- ☐ Do you need to increase your supply of hand hygiene products (soap, paper towels, hand sanitizer, etc.) and disinfection and sanitizing products in shelters in a COVID-19 environment?

Health and Medical

- ☐ Do you have an alternative staffing or [recruitment strategy for healthcare professionals](https://www.cdc.gov/coronavirus/2019-ncov/hcp/mitigating-staff-shortages.html) in the event of a reduction of personnel availability?
(<https://www.cdc.gov/coronavirus/2019-ncov/hcp/mitigating-staff-shortages.html>)
- ☐ Do your healthcare, alternate care, and [long-term care facilities](https://www.cdc.gov/coronavirus/2019-ncov/hcp/long-term-care.html) have adequate, functional, and fueled emergency generators and a plan to keep [emergency power systems operational](https://www.fema.gov/media-library-data/1566392446802-cb3f4603ff821158811d3f55f370238e/Healthcare_Facilities_and_Power_Outages.pdf) during an emergency to reduce patient movement?
(<https://www.cdc.gov/coronavirus/2019-ncov/hcp/long-term-care.html>)
(https://www.fema.gov/media-library-data/1566392446802-cb3f4603ff821158811d3f55f370238e/Healthcare_Facilities_and_Power_Outages.pdf)
- ☐ Do your triage protocols and procedures facilitate efficient patient processing to reduce person-to-person contact, increase social distancing, and reduce the amount of time patients are in the triage area?
- ☐ Have you identified additional in-patient locations in the event of patient overflow to accommodate the need for physical separation in a COVID-19 environment?
- ☐ Have you reviewed or updated as necessary personal, family, or staff care plans for sustained emergency response operations?
- ☐ Have you coordinated with multi-disciplinary psychosocial support teams (e.g., social workers, mental health professionals, counselors, interpreters, patient service coordinators, clergy) to provide virtual support to patients, families, and medical personnel?
- ☐ Do you have sufficient information technology infrastructure and support to accommodate virtual coordination and support?
- ☐ Does your community have an established, streamlined process for information delivery and exchange between hospital administration, personnel, and, if required, governmental officials to facilitate situational awareness?
- ☐ Can your mass casualty management plans accommodate an increased number of fatalities? Have you identified additional contingencies for mortuary affairs management in a COVID-19 environment?
- ☐ Have you encouraged hospitals and other health care facilities to develop and maintain an updated inventory of [PPE and other equipment](https://www.cdc.gov/coronavirus/2019-ncov/hcp/ppe-strategy/index.html)? Do these facilities have a shortage-alert system with identified and well socialized triggers and associated actions to mitigate potential issues?
(<https://www.cdc.gov/coronavirus/2019-ncov/hcp/ppe-strategy/index.html>)

- ☐ To ensure equal access to information and resources, are [key messages](#) presented to patients, personnel, and the public in a variety of accessible formats (e.g., audio, visual, sign language, braille, multiple languages, culturally appropriate)?
(<https://www.cdc.gov/healthcommunication/phcomm-get-your-community-ready.html>)
- ☐ Do you have coordinated plans in place to evacuate or shelter patients in place in [Federal Medical Stations](#) and [Alternate Care Sites](#) in your jurisdiction?
(<https://files.asprtracie.hhs.gov/documents/understanding-acs-and-fms-final.pdf>)
(<https://files.asprtracie.hhs.gov/documents/acs-toolkit-ed1-20200330-1022.pdf>)

Energy (Power and Fuel)

- ☐ Do energy sector partners have adequate staffing to generate, transmit, and distribute power and fuel to the community in the event of sick workers or family care needs? Have you identified surge support for emergency operations?
- ☐ How long would it take to restore power in a COVID-19 environment, considering the potential for reduced available staffing?
- ☐ Are damage assessments needed in this response? Can they be conducted virtually? How can your agency/jurisdiction limit personnel to allow for social distancing if damage assessments need to be done?
- ☐ Does your plan for potential emergency repairs for energy infrastructure account for COVID-19 social distancing or PPE needs?
- ☐ Has COVID-19 affected the supply of fuel in your jurisdiction (e.g., less people driving disrupting gas demand)?
- ☐ Does your jurisdiction have plans for priority power restoration for individuals with disabilities and health conditions that require power for life sustainment?
- ☐ Have changes in commercial trucking procedures affected your fuel distribution plan? Are you coordinating with representatives of the commercial trucking industry to ensure your needs are met?

Communications

- ☐ Have you and your response partners recently tested primary, alternate, contingency, and emergency communications capabilities?
- ☐ Have you evaluated your ability to send public announcements, and are the systems fully operational (e.g., mass notification systems, internet, radio, television, cable systems)?
- ☐ Have you verified the number of Integrated Public Alert & Warning System alerting authorities within your jurisdiction and worked to close any gaps in alerting authority coverage?
- ☐ Do you have a system to collect and share data to support decision-making and facilitate development of a common operating picture for multiple response operations?
- ☐ Have you considered converting town hall meetings and press conferences to accessible and multilingual virtual platforms, or requiring cloth face coverings (if appropriate) and social

distancing if they are conducted in person, and made provisions for accessibility for either virtual or in person meetings?

- ☐ Are 9-1-1 dispatch and public safety answering points available to citizens in need? Have you provided information on accessing 3-1-1, 2-1-1, mental/behavioral health hotlines, animal control, and other 24-hour community service help lines to control the flow of incoming calls?
- ☐ Can you implement text to 9-1-1 to improve services for people who have hearing or speech disabilities?
- ☐ Do you have plans to increase your [9-1-1 call center's capacity](#), including to respond to people who are deaf, hard of hearing, and/or without speech, or persons with limited English proficiency, in the event of increased incoming emergency calls? Have you considered establishing a coordinated call center system to divert non-emergency calls from the 9-1-1 system?

(https://www.fema.gov/media-library-data/1587583826898-7edfe29901f3025da758b9e29cb7fbb5/2020_04_21_COVID_BP_911Centers_F.pdf)

- ☐ Is increased use of mobile or internet bandwidth disrupting emergency communications? Can responders receive prioritized access to dedicated bandwidth? Do responders have backup communications?
- ☐ Do you have accessible multilingual and culturally appropriate pre-scripted messages for communicating evacuation and shelter-in-place updates that include social distancing measures due to COVID-19 considerations?
- ☐ Do you have accessible, multilingual, and culturally appropriate [communication materials](#) that address hurricane, flood, [tornado](#), or other hazards preparedness for your communities while under the threat of COVID-19?

(<https://www.cdc.gov/healthcommunication/phcomm-get-your-community-ready.html>)

(<https://www.wsfa.com/2020/03/22/nws-issues-statement-regarding-tornado-shelters-during-pandemic/>)

- ☐ Have you published guidance for non-essential businesses and unemployed workers on mitigating economic impacts due to COVID-19 (e.g., Small Business Administration support)?
- ☐ Are banking and financial services available? How long will it take to restore financial services? Is the disruption due to a lack of power/energy, overload of the system, or another factor? Is it possible to expand the bandwidth for financial service applications and technology temporarily?

Transportation

- ☐ Do you have capabilities to screen for COVID-19 on highways/roadways during an evacuation? Have you accounted for additional time needed for checkpoints during and evacuation?
- ☐ Do you have the resources necessary to re-establish critical mass transportation hubs (e.g., airports, train stations, local mass transit stations) under social distancing guidelines?
- ☐ How long after an incident can you begin maritime transportation while maintaining procedures to detect COVID-19 cases?

- ☐ Do you have access to the resources to repair pipelines that impact transportation services (understanding that PPE may be in short supply due to COVID-19)?
- ☐ Do you have accessible, multilingual, and culturally appropriate updated messaging to share with the public during an evacuation on social distancing to promote healthy behavior during COVID-19?
- ☐ Do you have a mechanism to increase public transportation, including accessible buses, vans, etc., if economic impacts preclude citizens from self-evacuating, to include paratransit for people with disabilities?
- ☐ Do your facilities and jurisdictions have adequate transportation agreements to accommodate medical evacuations within required timelines? Do they have patient tracking mechanisms to account for separations resulting from COVID-19 operations and evacuations?

Hazardous Materials

- ☐ Have you engaged critical infrastructure and private sector partners to coordinate accessible, multilingual, and culturally appropriate messaging, either through your local emergency planning committee or directly, to confirm their hazardous materials storage facilities are secure and their response plans are updated to reflect the current COVID-19 environment?
- ☐ Are your hazardous or toxic materials plans and messaging consistent with your COVID-19 procedures and messaging? Have you reviewed your messaging for a chemical, biological, radiological, or nuclear incident?
- ☐ How are you ensuring meaningful involvement of minority communities and low-income populations in the development and implementation of policy decisions impacting the environment during response and recovery?
- ☐ Have you reached out to the [Radiological Emergency Preparedness Program](https://www.fema.gov/radiological-emergency-preparedness-program) or any hazardous and radiological materials groups to determine constraints and limitations from COVID-19 on facilities?
(<https://www.fema.gov/radiological-emergency-preparedness-program>)
- ☐ Do you have the materials and resources needed for a hazardous or toxic materials incident? Have you identified any supply chain issues with procurement?
- ☐ Have you considered how to conduct site assessments, especially in areas with hazardous or radiological material, given COVID-19 considerations (e.g., potential personnel limitations, social distancing)?

Appendix D: Recovery Considerations Checklist

The following considerations are presented here for SLTTs to utilize when modifying the recovery phase of all hazards or hurricane specific plans in the COVID-19 environment.

Leadership and Authority

- ☐ Who are the lead agencies and individuals managing and coordinating disaster recovery efforts? Is this the same agency in charge of COVID-19 response actions?
- ☐ Have Delegations of Authority and Lines of Succession been reviewed for leadership and personnel positions critical to operations?
- ☐ How will COVID-19 response actions and leadership intersect with disaster recovery actions and leadership? What is the coordination mechanism for ensuring both efforts are coordinated?
- ☐ Will the recovery unified coordination group include relevant public health and medical officials?
- ☐ Who has the authority to make formal decisions in your jurisdiction related to disaster recovery?
- ☐ Does the health department need to certify that projects or locations comply with social distancing and other public health directives before their use?
- ☐ Can your jurisdiction pass ordinances, waivers, and policies in absentia given the constraints of the COVID-19 environment (e.g., social distancing)?

Staffing

- ☐ Do you have adequate staffing plans to assure continuity in staffing the management and implementation of recovery efforts throughout a COVID-19 environment with municipal/jurisdictional personnel, concurrent with the disaster?
- ☐ How will you manage building and housing inspections and re-occupancy procedures, given the constraints and impacts of COVID-19 (e.g., social distancing)?
- ☐ Are human resource policies and processes consistent with public health recommendations and state and federal statutes? Do you need to establish new policies (e.g., sick leave, scheduling, control measures) or continue them after COVID-19?
- ☐ Do you have a prioritized order of return for personnel after COVID-19?
- ☐ Do your mutual aid partners have adequate personnel to support your efforts in addition to their COVID-19 response efforts? Do you have enough personnel to share personnel with other impacted jurisdictions?
- ☐ Have you evaluated the staffing impacts of COVID-19 and the current disaster on your mutual aid partners?
- ☐ How will you manage inspections and re-occupancy procedures given the constraints and impacts of COVID-19 (e.g., social distancing)? What agencies should be involved?

Communications and Engagement

- ☐ Have you established a process to [coordinate messaging related to COVID-19](https://www.cdc.gov/healthcommunication/phcomm-get-your-community-ready.html) disaster recovery efforts?
(<https://www.cdc.gov/healthcommunication/phcomm-get-your-community-ready.html>)
- ☐ Do you have a process to synchronize messages between SLTT entities?
- ☐ Who is responsible for releasing information to the public within the jurisdiction? Is this the same individual(s) releasing information related to COVID-19?
- ☐ Which community organizations can help amplify important recovery information, helping to ensure whole of community recovery outcomes are realized?
- ☐ How will you determine critical vs. noncritical recovery functions?
- ☐ How will social distancing impact your recovery coordination structure? How will agencies and organizations coordinate efforts? Do you have a web platform that supports virtual coordination?
- ☐ Do you have any pre-positioned contracts for disaster housing-related services? Have you confirmed that these contracts are still valid and enforceable in the COVID-19 environment?
- ☐ What health and safety protocols can impact the return to, and occupancy of, homes and buildings? Who are the relevant agencies involved in making those determinations?
- ☐ How will you engage with potential PA Applicants virtually, including establishing virtual communications and information sharing platforms for Applicant Briefings and Requests for Public Assistance?

Recovery Planning

- ☐ Can you manage recovery functions as stipulated in your recovery plan following the constraints and impacts of COVID-19 (e.g., potential reduced staffing, budgetary shortfalls)?
- ☐ Do you have current and accurate information on COVID-19 cases and infection rates by census block or other scales that are most pertinent to your community?
- ☐ What analytic capabilities do you have to assess disaster impacts, vulnerable populations (i.e. protected populations, race, color, national origin, limited English proficiency, age, disability, sex, religion, and economic status), systemic risk, and other issues necessary for timely and data informed decision support? Have you considered using the [RAPT](https://fema.maps.arcgis.com/apps/webappviewer/index.html?id=90c0c996a5e242a79345cdbc5f758fc6) for data-driven decision support?
(<https://fema.maps.arcgis.com/apps/webappviewer/index.html?id=90c0c996a5e242a79345cdbc5f758fc6>)
- ☐ How will you maximize community input and buy-in for your recovery efforts? Can you hold effective public meetings while maintaining social distance? Do you have mechanisms to reach isolated or underserved communities?
- ☐ Do you have required software licenses to conduct large-scale public engagements remotely? What is your single meeting participant capacity? Do you have trained personnel to operate these systems?

- ☐ How will you provide individuals with access and functional needs, to include those with disabilities, with services in accordance with ADA and CDC guidance?
- ☐ How will you provide the [homeless population](#) with services in accordance with CDC guidance, while also ensuring the health and safety of emergency responders and recovery personnel?
(<https://www.cdc.gov/coronavirus/2019-ncov/community/homeless-shelters/plan-prepare-respond.html>)
- ☐ What portion of the community has received housing assistance from COVID-19-related funding?
Are these populations at increased risk from housing displacement following a natural disaster?

Financial Management

- ☐ What are your jurisdiction's existing [financial management practices](#) for disaster and recovery? What adjustments, if any, are needed to comply with procurement requirements in a COVID-19 environment?
(<https://www.fema.gov/media-library-data/1586815358427-cc78a4a55abb9437c487ba72b1a57e02/COVID-19-and-Disaster-Financial-Management-Guide.pdf>)
- ☐ Do you have access to a contingency planning fund? If not, how will you access critical recovery funding?
- ☐ How can your personnel and departments access virtual training to build and sustain skills, if necessary?
- ☐ What is your process to determine eligibility for all relevant funding opportunities? What access do you have to associations that can support disaster-related projects?
- ☐ Do your jurisdiction's financial practices and procedures for non-disaster projects follow the same practices and procedures for disaster-related projects?

Appendix E: Public Messaging Guidance on Hurricanes

The following contents, which have been approved by the CDC and the National Oceanic and Atmospheric Administration (NOAA), may be utilized by SLTTs to communicate hurricane preparedness actions to individual Americans and community organizations during a pandemic. All public messaging must be accessible to individuals with disabilities and individuals with limited English proficiency. This appendix also contains messaging designed specifically for youth audiences.

Be Prepared for a Hurricane

Highlight:

Threats from hurricanes include powerful winds, heavy rainfall, storm surges, coastal and inland flooding, rip currents, tornadoes, and landslides.

Definition:

A hurricane is a storm that forms over warm ocean waters and has sustained winds of 74 mph or higher. The Atlantic and Central Pacific hurricane season runs from June 1 through November 30. The East Pacific hurricane season runs from May 15 through November 30.

Quick Facts:

- Hurricanes can happen along any U.S. coast or territory in the Atlantic and Pacific Oceans or the Gulf of Mexico.
- Hurricanes can affect areas more than 100 miles inland.
- Hurricanes are most active in September.

Protect Yourself Key Messages:

- If you are under a hurricane warning, find safe shelter right away.
- Determine your best protection for high winds and flooding, as well as infectious diseases, including COVID-19. Keep in mind that your best protection from the effects of a hurricane may differ from your best protection from disease.
- Know your evacuation zone! Due to limited space as a result of COVID-19, public evacuation shelters may not be the safest choice for you and your family.
 - o Unless you live in a mandatory evacuation zone, it is recommended that you make a plan to shelter-in-place in your home, if it is safe to do so.
 - o If you live in a mandatory evacuation zone, make a plan with friends or family to shelter with them where you will be safer and more comfortable.
 - o Only evacuate to shelters if you are unable to shelter at home or with family or friends. Note that your regular shelter may not be open this year. Check with local authorities for the latest information about public shelters.
 - o If you must evacuate to a public shelter, try to bring items that can help protect you and others in the shelter from COVID-19, such as hand sanitizer, cleaning materials, and two [cloth face coverings](#) per person. Children under 2 years old, people who have trouble

COVID-19 Pandemic Operational Guidance for the 2020 Hurricane Season

E-1

breathing, and people who cannot take the cloth face covering off without help should not wear cloth face coverings.

(<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html?platform=hootsuite>)

- Pay attention to emergency information and alerts.
- Only use outdoor generators outdoor that are at least 20 feet away from your home and away from windows, doors, and vents.
- Do not walk, swim, or drive through flood waters.

How to Stay Safe When a Hurricane Threatens

Prepare Now

- Know your area's risk of hurricanes.
- Have several ways to receive warnings and alerts from the National Weather Service and your local officials. Do not rely on a single source of weather alert information. Sign up for your community's warning system. The Emergency Alert System (EAS) and NOAA Weather Radios also provide emergency alerts. Turn on [Wireless Emergency Alerts](#) (WEA) in your smartphone settings.

(<https://www.ready.gov/alerts>)

- If you are at risk for flash flooding, watch for signs such as heavy rain.
- Practice going to a safe shelter, such as a [FEMA safe room](#) or [International Code Council \(ICC\) 500 storm shelter](#). The next best protection is a small, interior, windowless room in a sturdy building on the lowest level that is not subject to flooding. Practice going to these places while following the [latest guidelines](#) from the CDC and your state and local authorities to prevent the spread of COVID-19.

(<https://www.fema.gov/safe-rooms>)

(<https://www.fema.gov/media-library/assets/documents/110209>)

(<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>)

- Based on your location and community plans, make your own plans for evacuation or sheltering-in-place. Due to limited space as a result of COVID-19, unless you live in a mandatory evacuation zone, it is recommended that you shelter-in-place in your home. If you live in a mandatory evacuation zone, talk with your friends and family to see if you can shelter with them. Only evacuate to shelters if you are unable to shelter at home or with family or friends. Be sure to review your previous evacuation plan and consider alternative options to maintain social and physical distancing to prevent the spread of COVID-19, and update your plan accordingly.
- Become familiar with your evacuation zone, the evacuation route, and the shelter locations. Note that your regular shelter may not be open this year because of COVID-19. Check with local authorities for the latest information about shelters. Only evacuate to shelters if you are unable to shelter at home or with family and friends.

- Once you have identified your safe location, gather needed supplies, including cleaning supplies, non-perishable foods, and water. If you are able to, set aside items like soap, hand sanitizer, disinfecting wipes, and general household cleaning supplies that you can use to disinfect surfaces you touch regularly. After a hurricane, you may not have access to these supplies for days or even weeks. Keep in mind each person's specific needs, including medication. Do not forget the needs of pets.
- Keep important documents in a safe place or create password-protected digital copies.
- Protect your property. Declutter drains and gutters. Install check valves in plumbing to prevent backups. Consider hurricane shutters. Review insurance policies.

Survive During

- If you live in a mandatory evacuation zone and local authorities instruct you to evacuate, do so immediately. Do not drive around barricades or through floodwater.
- If you must evacuate, if possible, bring with you items that can help protect you and others in the shelter from COVID-19, such as hand sanitizer, cleaning materials, and two [cloth face coverings](#) per person. Children under 2 years old, people who have trouble breathing, and people who cannot take the cloth face covering off without help should not wear cloth face coverings.

(<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html?platform=hootsuite>)

- If sheltering during high winds, go to a FEMA safe room, ICC 500 storm shelter, or a small, interior, windowless room or hallway on the lowest floor that is not subject to flooding.
- If staying at a shelter or public facility, take steps to keep yourself and others safe from COVID-19. Wash your hands often, maintain a physical distance of at least six feet between you and people who are not part of your household, and avoid crowds and gathering in groups. When possible, wear a cloth face covering. Children under 2 years old, people who have trouble breathing, and people who cannot take the cloth face covering off without help should not wear cloth face coverings. If possible, wash your cloth face covering on a regular basis.
- If you are [sick and need medical attention](#), contact your healthcare provider for further care instructions and shelter-in-place, if possible. If you are experiencing a medical emergency, call 9-1-1 and let the operator know if you have, or think you might have, COVID-19. If possible, put on a cloth face covering before help arrives. If staying at a shelter or public facility, alert shelter staff immediately so they can call a local hospital or clinic.

(<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>)

- If trapped in a building by flooding, go to the highest level of the building. Do not climb into a closed attic. You may become trapped by rising flood water.
- Listen for current emergency information and instructions.
- Use a generator or other gasoline-powered machinery ONLY outdoors and at least 20 feet from your home and away from windows, doors, and vents. If you are using generators near your

home, install battery-operated or battery back-up [carbon monoxide \(CO\) detectors](#) and check to be sure they are working properly.

(<https://www.cdc.gov/co/generatorsafetyfactsheet.html>)

- Do not walk, swim, or drive through flood waters. Turn Around. Do not drown. Just six inches of fast-moving water can knock you down, and one foot of moving water can sweep your vehicle away.
- Stay off bridges over fast-moving water.

Be Safe After

- Pay attention to information and special instructions from authorities.
- Be careful during clean-up. Wear protective clothing, use appropriate face coverings or masks if cleaning [mold or other debris](#), and maintain a physical distance of at least six feet while working with someone else. People with [asthma and other lung conditions and/or immune suppression](#) should not enter buildings with indoor water leaks or mold growth that can be seen or smelled, even if they do not have an allergy to mold. Children should not take part in disaster cleanup work.

(<https://www.cdc.gov/mold/cleanup-guide.html>)

(https://www.cdc.gov/disasters/clinicians_asthma.html)

- Continue taking steps to protect yourself from COVID-19 and other infectious diseases, such as washing your hands often and cleaning commonly touched surfaces.
- Do not touch electrical equipment if it is wet or if you are standing in water. If it is safe to do so, turn off electricity at the main breaker or fuse box to prevent electric shock.
- Avoid wading in flood water, which can contain dangerous debris. Underground or downed power lines can also electrically charge the water.
- Save phone calls for emergencies. Phone systems are often down or busy after a disaster. Use text messages or social media to communicate with family and friends.
- Document any property damage with photographs. Contact your insurance company for assistance.
- Be available for family, friends, and neighbors who may need someone to talk to about their feelings. Helping others cope with their anxiety and stress can make your community stronger. Many people may already feel fear and anxiety about COVID-19. The threat of a hurricane can add additional stress. Follow CDC [guidance](#) for managing stress during the COVID-19 pandemic.

(<https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/managing-stress-anxiety.html>)

Take an Active Role in Your Safety

Go to ready.gov and search for “hurricane.” Download the FEMA app to get more information about preparing for a hurricane and for pandemics.

Helpful Links:

- <https://www.ready.gov/hurricanes>

Videos

- [Storm Surge Public Service Announcements](https://www.youtube.com/playlist?list=PL720Kw_OoJlLoTEBMTVHJ_bDUCBYM3V4_) (FEMA) (Video)
(https://www.youtube.com/playlist?list=PL720Kw_OoJlLoTEBMTVHJ_bDUCBYM3V4_)
- [Storm Surge](https://ocean today.noaa.gov/hurricanestormsurge/) (NOAA) (Video)
(<https://ocean today.noaa.gov/hurricanestormsurge/>)
- [Six Things to Know Before a Disaster](https://www.fema.gov/media-library/assets/videos/159970) (FEMA) (Video)
(<https://www.fema.gov/media-library/assets/videos/159970>)
- [When the Waves Swell – Hurricane Animated](https://www.youtube.com/watch?v=STiMKEYZ3Q4) (FEMA) (Video)
(<https://www.youtube.com/watch?v=STiMKEYZ3Q4>)

Tip Sheets

- [Hurricane Information Sheet](https://www.ready.gov/sites/default/files/2020-03/hurricane_information-sheet.pdf) (PDF)
(https://www.ready.gov/sites/default/files/2020-03/hurricane_information-sheet.pdf)
- [How to Prepare for a Hurricane](https://www.ready.gov/sites/default/files/2020-03/fema_how-to-prepare-for-hurricane.pdf) (PDF)
(https://www.ready.gov/sites/default/files/2020-03/fema_how-to-prepare-for-hurricane.pdf)
- [Prepare Your Organization for a Hurricane Playbook](http://www.fema.gov/media-library/assets/documents/98410) (PDF)
(<http://www.fema.gov/media-library/assets/documents/98410>)

More Information

- [Coronavirus](https://www.coronavirus.gov/) (Federal Government Response) (Link)
(<https://www.coronavirus.gov/>)
- [Flood Map Service Center](https://msc.fema.gov/portal/search) (FEMA) (Link)
(<https://msc.fema.gov/portal/search>)
- [Floodsmart.gov](https://www.floodsmart.gov/) (FEMA) (Link)
(<https://www.floodsmart.gov/>)
- [National Flood Insurance Program](https://www.fema.gov/national-flood-insurance-program) (FEMA) (Link)
(<https://www.fema.gov/national-flood-insurance-program>)
- [National Weather Service Hurricane Safety](https://www.weather.gov/safety/hurricane) (NWS) (Link)
(<https://www.weather.gov/safety/hurricane>)
- [National Storm Surge Hazard Maps](https://www.nhc.noaa.gov/nationalsurge/) (NOAA) (Link)
(<https://www.nhc.noaa.gov/nationalsurge/>)

Information for Youth

About

Hurricanes are severe tropical storms that form in the southern Atlantic Ocean, Caribbean Sea, Gulf of Mexico, and in the eastern Pacific Ocean. They collect heat and energy through contact with warm ocean waters and then move toward land. Evaporation from the ocean water increases their power. Hurricanes rotate in a counterclockwise direction around an “eye,” which is the center of the hurricane.

Hurricanes have winds at least 74 miles per hour. When hurricanes come onto land, their heavy rain, strong winds, and large waves can damage buildings, trees, and cars. Storm surge is when rising water moves inland, or away from the coastline. It is very dangerous.

The COVID-19 pandemic will be ongoing as hurricane season and other natural disasters, such as flooding, earthquakes, and wildfires, continue to occur throughout the year. Remember to follow the latest guidelines from the CDC and your state and local authorities to protect yourself and your family from COVID-19.

Words to Know

Evacuation: Leaving an area that officials say is unsafe.

Eye: The center of the storm. Winds and rains die down, but they will start up again very quickly.

Inland: Away from the coastline.

Storm Surge: Heavy waves caused by high wind and a lot of rain.

Tropical: An area of the country that is closer to the equator.

Am I at Risk?

Hurricanes are most common from June through November. Any U.S. coast by the Atlantic or Pacific Oceans can get hit, and you can feel the effects more than 100 miles inland. People who live on the coast may experience extreme winds and flooding from rain and storm surge. People who live inland are at risk for wind, thunderstorms, and flooding.

Living through environmental disasters, like hurricanes, can be more complicated when we are also experiencing a pandemic like COVID-19. It is important to be prepared and to understand how COVID-19 might affect you and your family.

COVID-19 may affect different people in different ways. Most people who are diagnosed with COVID-19 have not been seriously sick. Those [more likely to become seriously sick](#) include adults over age 65 or those who already have other chronic conditions, like diabetes and heart disease. Based on available evidence, children do not appear to be at higher risk for COVID-19 than adults. By following the [CDC's recommendations](#) for protecting yourself from COVID-19, you can lower your chances of getting sick, both during a hurricane and in general.

(<https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html>)

(<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>)

What Can I Do?

Before

- Build an emergency kit.
- Make a family communications plan. Plan how you will keep in touch with family members if you lose power or are separated.
- Help your parents bring in outdoor items like potted plants, patio furniture, decorations, and garbage cans. They can fly away in strong winds!

During

- Do not open the refrigerator or freezer. In case you lose power, you want the cold air to stay in so food will last longer!
- Stay away from windows and glass doors. They could break and hurt you.
- If you do not evacuate, stay inside a closet, hallway, or a room without windows.
- If must evacuate, ask your parent or guardian to bring supplies that can help you protect yourself and your family from COVID-19, such as hand sanitizer, cleaning products, and two [cloth face coverings](https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html) for each member of the family who can wear one. Children under 2 years old, people who have trouble breathing, and people who cannot take the cloth face covering off without help should not wear cloth face coverings.
(<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>)
- Avoid touching your mouth, nose, and eyes, especially with unwashed hands.
- Pay attention to your parents or safety authorities for important instructions.

After

- If you and your family must stay at a shelter or public facility, take steps to [protect yourself and others from COVID-19](https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html). Maintain a distance of at least six feet, or about two adult arm lengths, between you and people who are not part of your household. Do not get into crowds or groups.
(<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>)
- Wear a [cloth face covering](https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html) while at the shelter. Do not wear a cloth face covering if you have trouble breathing or cannot take off the cloth face covering without help. Babies and kids under the age of 2 should not wear them either. If you can, wash your face cloth covering regularly.
(<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>)
- **Do not go outside without a grown-up.**
- Do not go near any wires that are loose or dangling. They could electrocute you!
- Tell your parents if the air smells weird, it could mean that there are dangerous gasses in the air.
- Text, do not talk. Unless there is a life-threatening situation, send a text so that you do not tie up phone lines needed by emergency workers. Plus, texting may work even if cell service is down.
- Know that [it is normal to feel anxious or stressed out](https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/managing-stress-anxiety.html). Everyone reacts differently to stressful situations. Take care of your body and talk with your parents or other trusted adults if you are feeling upset
(<https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/managing-stress-anxiety.html>)

Getting Sick

- Cover your coughs and sneezes! Use a tissue or cough or sneeze into your elbow. If you do use a tissue, throw it in the trash right away.

- Wash your hands with soap and water for at least 20 seconds. Sing the “Happy Birthday” song twice while you wash your hands. Make sure to wash your hands after blowing your nose, coughing or sneezing, using the bathroom, and eating or making food.
- If you cannot find soap and water to wash your hands, use hand sanitizer.
- **Stay away from people who are coughing, sneezing, or sick.**
- Remind your parents to clean surfaces that people touch frequently, like desks, doorknobs, light switches, and remote controls.
- Tell your parents if you feel sick.

Learn More

Did you know?

Hurricanes can also affect areas greater than 100 miles away from the coastline. People who live inland are also at risk for wind, thunderstorms, tornadoes, and flooding.

Helpful Links:

- [Ready.gov](https://www.ready.gov/hurricanes)
(https://www.ready.gov/hurricanes)
- [Ready Wrigley Prepares for Hurricanes](https://www.cdc.gov/cpr/readywrigley/documents/13_239066_ready_wrigley_hurricanes_508.pdf) (CDC)
(https://www.cdc.gov/cpr/readywrigley/documents/13_239066_ready_wrigley_hurricanes_508.pdf)
- [Listo Calixto se Prepara para los Huracanes](https://www.cdc.gov/cpr/readywrigley/documents/13_239066_ready_wrigley_hurricanes_spanish_508.pdf) (CDC)
(https://www.cdc.gov/cpr/readywrigley/documents/13_239066_ready_wrigley_hurricanes_spanish_508.pdf)
- [Prepare with Pedro Disaster Activity Book](https://www.ready.gov/kids/prepare-with-pedro)
(https://www.ready.gov/kids/prepare-with-pedro)
- [Talking with Children about Coronavirus Disease 2019](https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/talking-with-children.html) (CDC)
(https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/talking-with-children.html)

Appendix F: Acronyms

ADA	Americans with Disabilities Act
CDC	Centers for Disease Control and Prevention
CERT	Community Emergency Response Team
CISA	Cybersecurity and Infrastructure Security Agency
CO	Carbon Monoxide
COOP	Continuity of Operations
COVID-19	Novel Coronavirus Disease 2019
DEC	Disaster Emergency Communications
DHS	Department of Homeland Security
DOL	Department of Labor
DRC	Disaster Recovery Center
DSA	Disaster Survivor Assistance
EAS	Emergency Alert System
EFFAK	Emergency Financial First Aid Kit
EHP	Environmental Planning and Historic Preservation
EMAC	Emergency Management Assistance Compact
EMPG-S	Emergency Management Performance Grant Supplemental
EMS	Emergency Medical Services
EOC	Emergency Operations Center
ESF	Emergency Support Function
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
FIOP	Federal Interagency Operational Plan
FIT	FEMA Integration Team
FY	Fiscal Year
HM	Hazard Mitigation
HMGP	Hazard Mitigation Grant Program
IA	Individual Assistance
ICC	International Code Council
ICMA	International City/County Management Association
IMAT	Incident Management Assistance Team
JFO	Joint Field Office

MCOV	Mobile Communications Office Vehicle
MRC	Medical Reserve Corps
NDRF	National Disaster Recovery Framework
NFIP	National Flood Insurance Program
NGO	Non-Governmental Organization
NIMAT	National Incident Management Assistance Team
NOAA	National Oceanic and Atmospheric Administration
NRCC	National Response Coordination Center
NRF	National Response Framework
NWS	National Weather Service
PA	Public Assistance
PDA	Preliminary Damage Assessment
POD	Point of Distribution
PPE	Personal Protective Equipment
RAPT	Resilience Analysis and Planning Tool
RRCC	Regional Response Coordination Center
RSF	Recovery Support Function
SCF	Surge Capacity Force
SDRC	State Disaster Recovery Coordinator
SLTT	State, Local, Tribal, and Territorial
TDRC	Tribal Disaster Recovery Coordinator
TSA	Transitional Sheltering Assistance
UCG	Unified Coordination Group
US&R	Urban Search and Rescue
WEA	Wireless Emergency Alert

AGENDA ITEM REPORT



To: commission
Subject: Bills over \$500
Meeting: DRAFT WORKSHOP COMMISSION MEETING - May 27 2020
Department: Finance
Staff Contact: Finance director, Finance & Budget Director

RECOMMENDATION:

Seeking Approval from Commission to pay bills over \$500

	Status:
Town Clerk, Deputy Town Clerk	None
Finance director, Finance & Budget Director	None
Newall J. Daughtrey, Assistant Town Manager	None

Town of Pembroke Park
Bills over \$500
May 27, 2020 Wednesday

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
211426	Brinkley Morgan	Matters Regarding the Progressive Waste Litigation Through April 30, 2020	Legal	\$ 2,451.40
05152020Hipler	Harry Hipler	County Line Residences LLC, Zoning Petition Case No. 20-433/ Heating Examiner Report	Legal	\$ 2,317.00
989	Ryan & Ryan LLC	Matters Regarding the Rezoning Application Filed By County Line Residences LLC	Legal Reimb.	\$ 2,010.00
991	Ryan & Ryan LLC	Matters Regarding Town of Pembroke Park Supplement Order/ Claims of Lien for Code Enforcement Cases	Legal	\$ 564.50
99452446-001	SiteOne Landscape	Sprinkler Heads and Fittings for Town Hall/ Mirimichi Green Weed & Grass Control Herbicide for Roads	NonDept/Roads	\$ 521.16
Total:				\$7,864.06

Purchase Orders				
305429	Auto Repair of Hollywood	Mass Air Flow Meter, Throttle Body Assembly, Transmission Fluid Temp Sensor and Engine Oil Dipstick for Sign Truck #21	Roads	\$ 1,058.59
Total:				\$1,058.59

Grand Total:	\$8,922.65
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AGENDA ITEM REPORT



To: commission
Subject: Clear Channel is seeking immediate Relief of Annual Commitment
Meeting: PUBLIC NOTICE - Regular Commission Meeting - May 13 2020
Department: Finance
Staff Contact: Finance director, Finance & Budget Director

BACKGROUND INFORMATION:

Per the agreement with Clear Channel, the town received payment in the amount of \$20,280 last month for the upcoming contract year (4/29/20 - 4/28/21). The attached letter is a request from Clear Channel to abate the 2020 payment and transfer this amount to the following year (4/29/21 - 4/28/22).

FINANCIAL IMPACT:

An abatement would impact the revenue for the town in the amount of \$20,280 and create a budget shortfall.

ATTACHMENTS:

[Agenda Item Report - AIR-20-030 - Pdf](#)

[Agenda Item Report - AIR-20-028 - Pdf](#)



April 17, 2020

Mr. Newall J. Daughtrey, Assistant Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Dear Mr. Daughtrey,

As we continue to face a crisis of uncharted territory and cascading impacts, we remain committed to continuing our services to our government partners, including the Town of Pembroke Park while attempting to maintain the status of our workforce. Like the Town of Pembroke Park, we are dealing with the constant evolution and effects of this situation, starting with the anticipation, then the reality, and the resulting magnitude of an entire societal shut-down, all within the past month. The COVID crisis is expected to be more damaging to the U.S. and Global economies than either 9/11 or the 2008 Financial Crisis. It is in that vein we are reaching out to you to begin what is an urgent discussion for us, as we are addressing the economic impacts on our business. I wanted to provide you with details regarding the impact the coronavirus pandemic is having on our ability to provide the services and revenues that underpin the successful delivery of our advertising agreements. Furthermore, we would like to share more detail on the type and scale of relief that will hopefully protect our aligned interests beyond the current crisis and aid our shared road to recovery.

We have remained in operation and work to provide these services in accordance with the "Stay at Home" directives. In response to these emergency orders Clear Channel has enacted a Work from Home (WFH) policy for employees who are able to perform their jobs remotely and implemented processes that allow workers who must engage with the infrastructure directly, such as Maintenance Technicians, to perform their jobs in the field or in our warehouses.

It is likely to be months before we see any signs of real recovery. The ability to carry out our functions and pay the Town of Pembroke Park, relies on our ability to generate advertising revenues on the advertising displays.

Although we are trying to generate revenues as best we can, the immediate sales pipeline has completely disappeared. We are trying to retain revenues attached to current campaigns as best we can by pushing those campaigns to later in the year, instead of cancelling their contracts. Those clients/campaigns that we are able to retain will insist on either retroactive credits for loss or at the very least demand term adjustments to compensate. These necessary accommodations will further drag the ability for a speedy recovery once the crisis begins to subside and numbers return to normal levels.

To that end, and in an effort to protect our own business, and by extension the jobs of those employed, we urgently need to abate our 2020 payment to the city. We propose the term outlined below:

- Immediate relief of our Annual Commitment of \$20,280.00 for a period of 12 months.

(We have already made the payment on 4-29-2020 through 4-28-2021 and we would like this payment to be applied to the payment due on 4-29-2021)

Once the above condition has been satisfied, we would reinstate the contractual payments.

Clear Channel Outdoor
5800 NW 77th Court Miami, FL 33166
Call 305.592.6250 / Fax 305.477.0743 / Visit ClearChannelOutdoor.com / Follow @CCOutdoor



We understand that we are seeking extraordinary measures, however, these are extraordinary times. The fact is that the financial impact of this crisis is much worse than the stark downturn that we saw both in the aftermath of the 9/11 attacks and the financial crisis of 2008. CCO remains confident that if the relief measure proposed is implemented, we will be able to reinstate our contractual payments as well as protect our ongoing operations and maintain our workforce.

Once again, we are grateful for your patience and collaboration during these unprecedented times.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jasper Johnson', written over a horizontal line.

Jasper Johnson
EVP/Regional President, Florida

Cc: file

HARRY HIPLER, PA
EMAIL: hhip@aol.com
Attorney at Law
215 North Federal Highway
Dania Beach, Florida 33004
954-925-8228 WORK
954-232-0927 CELL

May 15, 2020

COUNTY LINE RESIDENCES LLC, ZONING PETITION CASE NO. 20-433

Hearing Examiner Report and hearing \$150.00 per hour

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

Attention: (Sent by email)

Valerie Price, whose email is Accountrec@townofpembrokepark.com
Christian Noel, whose email is accountpay@townofpembrokepark.com
Marlen D. Martell, Interim Deputy Clerk, whose email is townclerk@townofpembrokepark.com
Newall J. Daughtrey, Assistant Town Manager, whose email is
njdaughtrey@townofpembrokepark.com
Agatha Muse-Salters, Town Manager, whose email is amsalters@townofpembrokepark.com
Finance Director, whose email is financedirector@townofpembrokepark.com

SERVICES

Review background material from Michael Miller review emails; study ordinances, materials; 3-11-20	.75 hours
read and review Michael Miller Report & Memorandum as to rezoning; annotate;	1.50 hours
emails to CJR, re HE meeting; 3-19-20	.10 hours
prepare draft of HE Report and Recommendation; review MITA Church Report; review case law; research supplemental case law; 3-20-20	3.75 hours
Make changes to Report; re-draft; re-read and make corrections; affordable, reasonably priced housing; 4-10-20	2.50 hours
Email to Michael Miller; 4-24-20	.10 hours

Further preparation of draft Report; make changes, additions; research; review attachments; 4-26-20	2.00 hours
make changes to proposed report via M Miller; read and review; 5-5-20	.40 hours
review file and documents; email documents reviewed for hearing; email; 5-6-20	.10 hours
emails to and from MMiller, CJR; staff; 5-13-20	.25 hours
prepare for hearing; review file; QA; 5-13-20	.50 hours
attend public hearing via virtual hearing process at town hall; attend w/physical presence; travel to and from town hall; ask QA; take notes; review notes; 5-14-20	1.75 hours
read and confirm report and findings; attachments; prepare final version of Report; finalize report; 5-14-20	1.50 hours
prepare correspondence and email of report to Town; email to town as to attachment of advertising; 5-14, 15-20	.25 hours
TOTAL TIME SPENT	15.45 hours
TOTAL AMOUNT DUE AND OWING	\$2,317.00



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

Agenda Request

Meeting Date:	Workshop - May 27th 2020
Subject:	Building Department Vehicle Purchase
Initiated by:	☒ City Council ☐ City Attorney ☐ City Manager/Staff
Prepared by:	Name & Title: Miguel Nunez
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Memorandum No.: 20-011
Fiscal Impact:	
Policy Question(s) for Council Considerations:	
Summary:	(3) quotes for New 2020 Chevy Traverse LS
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	



TOWN OF PEMBROKE PARK

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

MEMORANDUM NO.: 20-011

DATE: May 15, 2020

TO: Hon. Ashira Mohammed, Mayor
Hon. Howard Clark, Vice-Mayor
Hon. Geoffrey Jacobs, Clerk-Commissioner
Hon. Georgina Cohen, Commissioner
Hon. Ray Dieuville, Commissioner

FROM: Miguel A. Núñez, Building Official
Miguel A. Nunez, CBO

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

Digitally signed by Miguel A. Nunez, CBO
DN: cn=Miguel A. Nunez, CBO, o=Town of
Pembroke Park, ou=Building Department,
email=mnunez@townofpembrokepark.com,
c=US
Date: 2020.05.15 15:27:28 -0400

At this time, I would like to request authorization from the commission to purchase a vehicle for the building department, under the Florida Department of Management Services, contract #25100000-19-1. this vehicle was budgeted at the FY19-20. In addition, see below the chart comparison of the authorized vendors and attached quotes.

Vehicle: Item #31 - 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1FL (Summit White)

	Vendor	Program Cost (Base)	FOB
#1	Garber Chevrolet Buick GMC, Inc.	\$25,668.00	Town Hall
#2	Coggin Chevrolet, LLC. (in stock)	\$25,794.00	Town Hall
#3	Alan Jay Chevrolet-Cadillac, Inc.	\$25,834.00	Town Hall

Based in the above chart and the product availability, we recommend the selected vendor be, Coggin Chevrolet, LLC.

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

Respectfully submitted.

Cc: Newall Daughtrey, Assistant Town Manager
Marlen Martell, Interim Deputy Clerk.
File.

\\tp.local\users\mnunez\documents\topp-man\memos\20-011.docx

GARBER
FLEET SALES

Chevrolet Buick GMC Chrysler Jeep Dodge Ford

UNSPSC C Code	25101507
Line #	30
Unit Description	1NB56

Garber Chevrolet Buick GMC
 Ryan Davis
 (904) 264-2442 ext.2350 FAX: (904) 284-0054
 3340 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com



Pembroke Park 20 Chevrolet Traverse LS FWD Quote 5-15-20

EXHIBIT #2



QUOTE

Vendor: Coggin Chev at the Avenues
 Address: 10880 Philips Highway
 Jacksonville, FL 32256
 Off # (904) 608-4240
 From: Rick Hoening
 Email: RHoening@cogginauto.com
 FEID: 59-3624905

Requester: Lucia Manzerolle
 Date: 5/15/2020
 Agency: Town of Pembroke Park
 3150 S.W. 52 Ave
 Pembroke Park, FL. 33023
 Contact # 954-966-4600 227
 E-Mail

State Contract 25100000-19-1

Spec#	Commodity	Description	Quantity	MSRP	Unit Price	Extended Total
30	Mid Size SUV	2020 Chev Traverse FWD 4dr LS Model# 1NB56	1		\$25,794	\$25,794
5	Options		0		\$0	\$0
		Unless color is specified, the vehicle will be ordered White			TOTAL	\$25,794

Accepted By: _____
 Date: _____



EXHIBIT #3

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	25975-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
5/15/2020

QUICK QUOTE SHEET

REVISED QUOTE DATE
5/15/2020

REQUESTING AGENCY	PEMBROKE PARK, TOWN OF			
CONTACT PERSON	LUCIE MANZEROLLE	EMAIL	لمانزرولل@townofpembrokepark.com	
PHONE	954-966-4600 Ext. 227	MOBILE	FAX	954-966-5310

Florida State Term Contract No. 25100000-19-1		Motor Vehicles		www.myfloridamarketplace.com	
CUSTOMER ID					
MODEL	1NC56	SPECIFICATION #	25101507-A	Line	30
2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS		BED LENGTH	SUV	BASE PRICE	
				\$25,834.00	
** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase ord				MSRP	COST
FACTORY OPTIONS		DESCRIPTION			
GAZ H1T	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK CLOTH SEAT TRIM.			\$0.00	\$0.00
LFY M3V	3.6L V6 ENGINE WITH 9-SPD AUTOMATIC TRANSMISSION			\$0.00	\$0.00
BUC	FACTORY BACK UP CAMERA(STD).			\$0.00	\$0.00
BT	BLUE TOOTH (STD)			\$0.00	\$0.00
		FACTORY OPTIONS		\$0.00	\$0.00
		MSRP DISCOUNT		0.00%	\$0.00
		ADJUSTED FACTORY OPTIONS		\$0.00	\$0.00
CONTRACT OPTIONS		DESCRIPTION			
MUNI-FI	Municipal finance for any essential use vehicle and equipment for all qualified government entities. Rate subject to lender approval, dealer participation not to exceed 2% of transaction amount. Payments in advance or arrears to be made quarterly, semi-annually, or annually for up to a 5 year term with a \$1.00 dollar end of lease buyout \$1.			\$0.00	\$0.00
NO-TEMP	CUSTOMER WILL HANDLE THEIR OWN TAG WORK			\$0.00	\$0.00
		CONTRACT OPTIONS		\$0.00	\$0.00
NON-IDENTIFIED CONTRACT OPTIONS		DESCRIPTION			
EWD	EXTENDED WARRANTY DECLINED.			\$0.00	\$0.00
		NON-IDENTIFIED CONTRACT OPTIONS		\$0.00	\$0.00
		MSRP DISCOUNT		0.00%	\$0.00
		ADJUSTED NON-IDENTIFIED CONTRACT OPTIONS		\$0.00	\$0.00
TRADE IN		TOTAL COST		\$25,834.00	
		YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		\$0.00	
		TOTAL COST LESS TRADE IN(S)		QTY	1
				\$25,834.00	
Estimated Annual payments for 60 months paid in advance: \$5,785.75					
Municipal finance for any essential use vehicle, requires lender approval, WAC.					
Comments					
VEHICLE QUOTED BY Scott Wilson FLEET SALES MANAGER scott.wilson@alanjay.com					
"I Want to be Your Fleet Provider"					
I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.					



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS

MSRP: \$32,900.00

Interior: Jet Black, Premium cloth seat trim

Exterior 1: Summit White

Exterior 2: No color has been selected.

Engine, 3.6L V6, SIDI, VVT

Transmission, 9-speed automatic

OPTIONS

CODE	MODEL	MSRP
1NB56	[Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS	\$32,900.00
OPTIONS		
1LS	LS Preferred Equipment Group	\$0.00
AR9	Seats, front bucket	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
H1T	Jet Black, Premium cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 10981. Data Updated: May 14, 2020 9:36:00 PM PDT.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS (✔ Complete)

LFY	Engine, 3.6L V6, SIDI, VVT	\$0.00
M3V	Transmission, 9-speed automatic	\$0.00
PXJ	Wheels, 18" (45.7 cm) Bright Silver painted aluminum	\$0.00
QO5	Tires, P255/65R18 all-season blackwall	\$0.00
R9Y	Fleet Free Maintenance Credit.	(\$33.75)
VQ2	Fleet processing option	\$0.00

SUBTOTAL	\$32,866.25
Adjustments Total	\$0.00
Destination Charge	\$1,195.00
TOTAL PRICE	\$34,061.25

FUEL ECONOMY

Est City:18 MPG

Est Highway:27 MPG

Est Highway Cruising Range:523.80 mi

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS (✔ Complete)

Standard Equipment

Mechanical

Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)

Transmission, 9-speed automatic (STD)

E10 Fuel capable

Engine control, stop-start system

Traction Mode Select

Axle, 3.49 final drive ratio

Front wheel drive

Battery, heavy-duty 600 cold-cranking amps

Alternator, 170 amps

GVWR, 6160 lbs. (2800 kg)

Suspension, Ride and Handling

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc, 17" front and rear

Electric Parking Brake

Capless fuel fill

Tool kit, road emergency

Exterior

Wheels, 18" (45.7 cm) Bright Silver painted aluminum (STD)

Tires, P255/65R18 all-season blackwall (STD)

Wheel, spare, 18" (45.7 cm) steel

Tire, compact spare, T135/70R18, blackwall

Fascia, front body-color

Moldings, Black bodyside

Moldings, rocker, Black

Headlamps, high intensity discharge

Headlamps, automatic on/off

Taillamps, LED

Mirror caps, Black painted

Mirrors, outside heated power-adjustable, Black, manual-folding

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS (✔ Complete)

Exterior

Glass, deep-tinted

Wipers, front intermittent with washers

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable (STD)

4G LTE Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Active Noise Cancellation

Interior

Seating, 8-passenger (2-3-3 seating configuration)

Seats, front bucket (STD)

Seat trim, premium cloth

Seats, third row 60/40 split-bench, manual-folding

Head restraints, front, 2-way adjustable

Head restraints, second and third row outboard, 2-way manual-folding

Console, front center with 2 cup holders, covered storage bin with storage and removable tray

Floor covering, color-keyed carpeting

Floor mats, color-keyed all rows

Steering wheel, urethane

Steering column, tilt

Steering wheel controls, mounted controls for audio, phone and cruise

Display, 3.5" driver instrument information, monochromatic

Compass display, digital

Windows, power, with driver and front passenger Express-Down

Door locks, power programmable with lockout protection

Keyless Open includes extended range Remote Keyless Entry with lock/unlock feature

Cruise control, electronic with set and resume speed

Remote panic alarm

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS (✔ Complete)

Interior

Theft-deterrent system, electrical, unauthorized entry

USB ports

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Sensor, humidity and windshield temperature

Defogger, rear-window electric

Heater ducts, 2nd row

Cup holders, 10 total

Umbrella holders, driver and front passenger doors

Mirror, inside rearview manual day/night

Visors, driver and passenger illuminated vanity mirrors, covered

Lighting, interior with theater dimming, cargo compartment, reading lights for front seats, second row reading lamps integrated into dome light, door-and tailgate-activated switches and illuminated entry and exit feature

Cargo storage, tray under rear floor

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

StabiliTrak, stability control system with traction control

Safety-Exterior

Daytime Running Lamps, LED

Safety-Interior

Airbags, dual-stage frontal and side-impact for driver and front passenger, driver inboard seat-mounted side-impact and roof-rail side-impact for all rows in outboard seating positions (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Rear Vision Camera

Door locks, rear child security

Rear Seat Reminder

LATCH system (Lower Anchors and Tethers for Children), for child restraint seats

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2020 Chevrolet Traverse (1NB56) FWD 4dr LS w/1LS (Complete)

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor, includes Tire Fill Alert (Does not monitor spare.)

Horn, dual-note

WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit



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Data Version: 10981. Data Updated: May 14, 2020 9:36:00 PM PDT.



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

Agenda Request

Meeting Date:	05/27/2020
Subject:	Florida Association of Code Enforcement Conference
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Jeffrey Louis - Code Enforcement Supervisor
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Please see attached documents
Fiscal Impact:	Total is \$398.00 for 2 (FACE Member) Code Officers. This is for continuing education for Code Enforcement certifications. There are funds available in the budget under
Policy Question(s) for Commission Considerations:	
Summary:	Approval to attend Virtual F.A.C.E. Conference for Jeffrey Louis and Joseline Ramirez
Background:	The 31st Annual F.A.C.E. Conference usually scheduled for June is now a virtual meeting which will be held in July 2020.
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	

AGENDA ITEM REPORT



To: Town Commission
Subject: Florida Association of Code Enforcement Conference
Meeting:
Department: Code
Staff Contact: jeffrey louis, Code Director

BACKGROUND INFORMATION:

1. The 31st Annual F.A.C.E. Conference usually scheduled for June is now a virtual meeting which will be held in July 2020.

FINANCIAL IMPACT:

Total is \$398.00 for 2 (FACE Member) Code Officers. This is for continuing education for Code Enforcement certifications. There are funds available in the budget under Code Enforcement - Education and Training

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Approval of Attending Virtual F.A.C.E. Conference for Jeffrey Louis and Joseline Ramirez

ALTERNATIVES:

N/A

ATTACHMENTS:

[F.A.C.E. 31st Annual Conference](#)

	Status:
Town Clerk, Deputy Town Clerk	Pending
Finance director, Finance & Budget Director	None
Newall J. Daughtrey, Assistant Town Manager	None



Florida Association of Code Enforcement

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Conference

31st Annual F.A.C.E. Conference



With 20/20 Vision Comes Wisdom

July 2020

The 31st Annual F.A.C.E. Conference is going virtual

Due to the current health crisis, the F. A. C. E. Board of Directors has chosen to cancel the "in person" 2020 Annual Conference. However, F.A.C.E. is developing a **virtual conference** that is **being planned to take place in mid July of 2020**. Our conference will include the annual meeting and continuing educational classes in an online format. We would like to extend an invitation to you to participate in the July 2020 virtual conference. We will announce future details as the date approaches. Thank you for your understanding and patience.

Coronavirus (COVID-19)

The F.A.C.E. Board of Directors and our partners at the Institute of Government/University of Central Florida continue to closely monitor the Coronavirus (COVID-19). Find the most recent update on our home page at <http://face-online.org/>.

Subscribe to FACE Online

Enter your email address to receive news and information by email.

Join 1,329 other subscribers

Conference Links

[Conference Home Page](#)
[2020 Program Committee](#)
[2020 Hotel Information](#)
[2019 Forms and Handouts](#)
[2019 Conference Photos](#)

Join or Renew Here

[Join FACE Today!](#)
[Renew Annual Membership](#)

THANK YOU to the Program Committee for your dedication, forward thinking approach and hard work in these unprecedented times:

- Michael J Hauserman, 1st Vice Present, Chair
- Donna Wisniewski, Retired, Past President
- Joe Petrick, Past Sergeant-At-Arms, City of West Palm Beach
- Linnelle Stewart, City of Alachua
- Chalimar Gregory, City of Stuart
- Beverly Singley, Highlands County
- Dawn Habel, City of Cape Coral
- Mike Jordan, Audio Visual Consultant

Recertification/Continuing Education

[FACE Members Portal](#)

[Members Portal Guide](#)

[FACE Committee Interest Form](#)

[MemberDeals](#)

Employment Opportunities

Click [HERE](#) to view posted job openings.

To add a FREE job advertisement to our site, email the job posting or link to our **[Webmaster](#)**.

Upcoming Events

JUN 16 Tue	all-day ***POSTPONED*** 31st Annual F.A.C.E... @ The Westin Cape Coral Resort
JUL 27 Mon	all-day ***CANCELLED*** FACE Legal Issues v... @ City of Pompano Beach Emma Lou Olsen Civic Center
JUL 29 Wed	all-day FACE Board Virtual Annual Meeting a...
☐ Add View Calendar	

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F.A.C.E. is proud to be an



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12443 Research Pkwy, Ste. 402
Orlando, FL 32826-3282
407.882.3960

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From: [Susan Pruchnicki](#)
To: [jeffrey louis](#)
Subject: RE: Virtual F.A.C.E. Conference 2020
Date: Tuesday, May 19, 2020 3:49:59 PM

Hi Jeff,

So sorry for disconnecting your call, I am in a training.

The fee will be \$199 for Members through 6/30. I hope to have registration open by the end of this week, I'm just waiting on a few details.

Susan

Susan L. Pruchnicki
Administrative Assistant I for F.A.C.E.
John Scott Dailey Florida Institute of Government
University of Central Florida/College of Community Innovation and Education
12443 Research Parkway, Suite 402
Orlando, Florida 32826-3282
Phone 407.882.3960 FAX 407.882.3968
Susan.Pruchnicki@ucf.edu



THE UCF-IOG OFFICES ARE CLOSED UNTIL FURTHER NOTICE DUE TO THE COVID-19 VIRUS. WE ARE WORKING REMOTELY AND AVAILABLE VIA E-MAIL TO SERVE YOU.

The difference between stumbling blocks and stepping stones is how you use them. - Unknown

From: jeffrey louis <jlouis@townofpembrokepark.com>
Sent: Tuesday, May 19, 2020 3:45 PM
To: Susan Pruchnicki <Susan.Pruchnicki@ucf.edu>
Subject: Virtual F.A.C.E. Conference 2020

Good Afternoon Susan,

Hope to find you well. I have a question regarding the F.A.C.E. Conference, I understand that it will be a virtual conference but will there be any fees due in order to participate? Any information will be helpful, I would need to present all cost associated to the Town Commission for approval.

Thank you for your help
Stay Safe,

Jeffrey Louis

Department of Code Enforcement
Town of Pembroke Park

3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 ext. 213
jlouis@townofpembrokepark.com



/***** EMAIL DISCLAIMER *****/ Please note: Florida has a very broad public records law. Most written communications to or from Town Officials and employees regarding Town business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

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Florida Association of Code Enforcement

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Conference

31st Annual F.A.C.E. Conference



With 20/20 Vision Comes Wisdom

July 2020

The 31st Annual F.A.C.E. Conference is going virtual

Due to the current health crisis, the F. A. C. E. Board of Directors has chosen to cancel the "in person" 2020 Annual Conference. However, F.A.C.E. is developing a **virtual conference that is being planned to take place in mid July of 2020**. Our conference will include the annual meeting and continuing educational classes in an online format. We would like to extend an invitation to you to participate in the July 2020 virtual conference. We will announce future details as the date approaches. Thank you for your understanding and patience.

Coronavirus (COVID-19)

The F.A.C.E. Board of Directors and our partners at the Institute of Government/University of Central Florida continue to closely monitor the Coronavirus (COVID-19). Find the most recent update on our home page at <http://face-online.org/>.

Subscribe to FACE Online

Enter your email address to receive news and information by email.

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Conference Links

[Conference Home Page](#)
[2020 Program Committee](#)
[2020 Hotel Information](#)
[2019 Forms and Handouts](#)
[2019 Conference Photos](#)

Join or Renew Here

[Join FACE Today!](#)
[Renew Annual Membership](#)

THANK YOU to the Program Committee for your dedication, forward thinking approach and hard work in these unprecedented times:

- Michael J Hauserman, 1st Vice Present, Chair
- Donna Wisniewski, Retired, Past President
- Joe Petrick, Past Sergeant-At-Arms, City of West Palm Beach
- Linnelle Stewart, City of Alachua
- Chalimar Gregory, City of Stuart
- Beverly Singley, Highlands County
- Dawn Habel, City of Cape Coral
- Mike Jordan, Audio Visual Consultant

Recertification/Continuing Education

[FACE Members Portal](#)

[Members Portal Guide](#)

[FACE Committee Interest Form](#)

[MemberDeals](#)

Employment Opportunities

Click [HERE](#) to view posted job openings.

To add a FREE job advertisement to our site, email the job posting or link to our **[Webmaster](#)**.

Upcoming Events

JUN 16 Tue	all-day ***POSTPONED*** 31st Annual F.A.C.E... @ The Westin Cape Coral Resort
JUL 27 Mon	all-day ***CANCELLED*** FACE Legal Issues v... @ City of Pompano Beach Emma Lou Olsen Civic Center
JUL 29 Wed	all-day FACE Board Virtual Annual Meeting a...
☐ Add View Calendar	

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Trainer**

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Current Interface**

F.A.C.E. is proud to be an



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12443 Research Pkwy, Ste. 402
Orlando, FL 32826-3282
407.882.3960

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From: [Susan Pruchnicki](#)
To: [jeffrey louis](#)
Subject: RE: Virtual F.A.C.E. Conference 2020
Date: Tuesday, May 19, 2020 3:49:59 PM

Hi Jeff,

So sorry for disconnecting your call, I am in a training.

The fee will be \$199 for Members through 6/30. I hope to have registration open by the end of this week, I'm just waiting on a few details.

Susan

Susan L. Pruchnicki
Administrative Assistant I for F.A.C.E.
John Scott Dailey Florida Institute of Government
University of Central Florida/College of Community Innovation and Education
12443 Research Parkway, Suite 402
Orlando, Florida 32826-3282
Phone 407.882.3960 FAX 407.882.3968
Susan.Pruchnicki@ucf.edu



THE UCF-IOG OFFICES ARE CLOSED UNTIL FURTHER NOTICE DUE TO THE COVID-19 VIRUS. WE ARE WORKING REMOTELY AND AVAILABLE VIA E-MAIL TO SERVE YOU.

The difference between stumbling blocks and stepping stones is how you use them. - Unknown

From: jeffrey louis <jlouis@townofpembrokepark.com>
Sent: Tuesday, May 19, 2020 3:45 PM
To: Susan Pruchnicki <Susan.Pruchnicki@ucf.edu>
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Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Agenda Request

Meeting Date:	05/27/2020
Subject:	Special Commission Meeting - Town Manager Office Furniture
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Yolanda Menegazzo
Reviewed by:	Name & Title: Harry Taubenfeld
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Contract
Fiscal Impact:	Collecting 3 proposals for Office Furniture for the Town Manager Office
Policy Question(s) for Commission Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	

Town Manager Office Furniture



USA Office Furniture

OPTION 1

DESK

Potenza U-Shaped Desk with Glass modesty and bookcase \$2,899

Potenza U-Shaped Desk with laminate modesty panel and bookcase \$2,749

STORAGE

Bookcase Included with the desk

CHAIRS

Zeta Chair high back \$329

Zeta visitor chair 2 x \$279 = \$558

DELIVERY

Delivery and professional installation \$399

Total \$4,185 + TAX

OPTION 2

DESK

Executive desk white tempered glass top \$1,749

Executive desk laminate top \$1,520

STORAGE

Combo lateral file with partial glass doors \$1,069

Bookcase \$449

CHAIRS

Zeta Chair high back \$329

Zeta visitor chair 2 x \$279 = \$558

DELIVERY

Delivery and professional installation \$399

Total \$4,553 + TAX

Town Manager Office Furniture



Office Furniture Warehouse

OPTION 1	
DESK	
Town Manager Desk	\$1,299.99
STORAGE	
Bookcase	\$349.99 - \$449.99
CHAIRS	
Town Manager Chair	\$199.99
Visitor Chair	2 x \$109.99 = \$219.98
OTHER	
Small Table	\$189.99
Visitor Chair	2 x \$109.99 = \$219.98
Total \$2,578.93 + Delivery and Installation + TAX	

OPTION 2	
DESK	
Town Manager Desk	\$1,299.99
STORAGE	
Bookcase	\$349.99 - \$449.99
CHAIRS	
Town Manager Chair	\$299.99
Visitor Chair	2 x \$249.99 = \$499.98
EXTRA SEETING	
Sofa	2 X \$569.99 = \$1,139.98
Side Table	\$99.99
Total \$3,789.92 + Delivery and Installation + TAX	

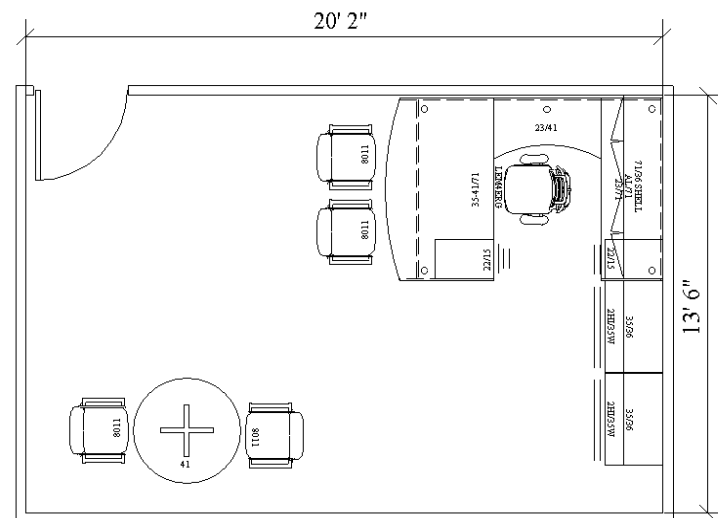
Recommended Choice

Town Manager Office Furniture



Axis Office Furniture

OPTION 1	
DESK	
Town Manager Desk	\$1,550
STORAGE	
Bookcase	\$1,950
CHAIRS	
Town Manager Chair	\$395
Visitor Chair	2 x \$345 = \$690
Total \$ 4,585 + Delivery and Installation + TAX	



**OFFICE
FURNITURE
WAREHOUSE**

Alt.: 305.342.2363

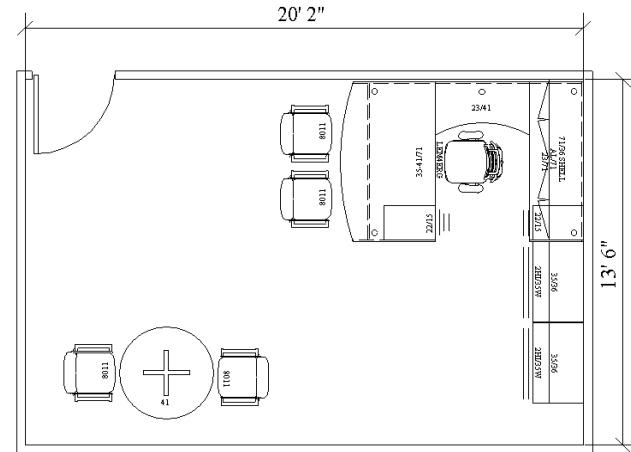
cclayton@ofwfl.com



**OFFICE
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miami
Carolina Clayton.
Alt.: 305.342.2363
cclayton@ofwfl.com



\$1,299.99ea.



\$349.99ea.



\$449.99ea.



\$1,89.99ea.



\$199.99ea.



\$109.99ea.



CHERRY



MAHOGANY



ESPRESSO



GRIS

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
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WAREHOUSE**
miami

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

ISOLA Side Chair



Black



SPECIFICATIONS

Overall width	24"
Overall depth	25"
Overall height	33"
Seat height	18"
Seat depth	19"
Seat width	18"
Back height from seat	15"
Carton Weight (LBS)	
Carton Volume (CFT)	4.430
Carton Size	"W x "D x "H
Carton Quantity	1

MATERIALS

Material	Fabric
Base Material	Steel
Back Material	Fabric
Seat Material	Fabric

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WAREHOUSE**
miami

Carolina Clayton.

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cclayton@ofwfl.com

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK



Ft. Lauderdale

2099 West Atlantic Boulevard
Pompano Beach Florida, 33069
954-968-4700

MIAMI

3411 NW 72nd Avenue
Miami Florida, 33122
305-266-4447

PRODUCT WARRANTIES

Systems (Friant)

LIMITED LIFETIME

This warranty is given to the initial purchaser and is valid from the date of purchase, for as long as the initial purchaser owns the product. This warranty covers defects in material and craftsmanship found during normal usage of the product during the warranty period. If the product is defective, and if written notice of the defect is given to Office Furniture Warehouse, within the applicable warranty period, Office Furniture Warehouse, at its option, will either repair or replace the defective product with a comparable component or product.

TL Laminate Products

2 YEARS

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OFW Seating

2 YEARS

All chair frames, including metal, gas cylinders, wood and plastic parts, and control mechanisms are guaranteed against structural failure for three years, under normal commercial use and to the original purchaser. Casters and upholstery (fabric and mesh) have a three year commercial use warranty. Standard commercial use is defined as the proper usage for one single shift, a total of 40 hours or less per week and by individuals weighing 250 lbs or less.

Should any item require repair, please return product to us. Please request written authorization before returning defective parts to OFW, returned defective parts will not be accepted without prior written authorization. Labor and service are not covered under this warranty. This warranty does not apply to items subjected to abuse, misuse, neglect, alteration, or damage caused by shipment, storage, accident, fire, food or an act of nature.

Warranty Exceptions:

- Natural variations in wood grain, figure or the presence of character marks
- Matching of colors, grains, textures
- Changes in surface finishes due to aging or exposure to light
- Damage, marking or staining of surfaces due to contact with rubber or similar compounds
- Damage from sharp objects or imprinting from writing instruments, computer equipment or prolonged exposure to fluids or sun
- Checking or delaminating due to changes in temperature or improper care or storage
- Damage caused by misuse or improper care

Office Furniture Warehouse does not guarantee the matching of colors, grain or texture, except to within commercially acceptable standards.

A product will not be considered defective, and Office Furniture Warehouse will not be obligated to replace it, if it is not installed in a proper manner (i.e., product not leveled, not secured properly, etc...).

Except as noted above, Office Furniture Warehouse makes no express or implied warranties as to any product, and in particular makes no warranty of fitness for any particular use. At Office Furniture Warehouse' option, product repair and/or replacement are the customer's exclusive remedy for any and all product defects.

Office Furniture Warehouse shall not be liable for consequential, economic or incidental damages arising from any product defect.

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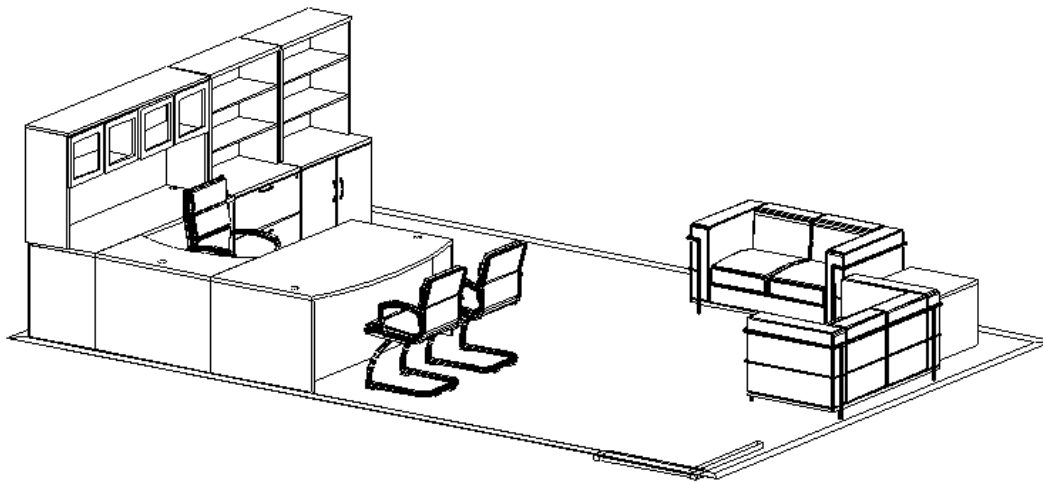
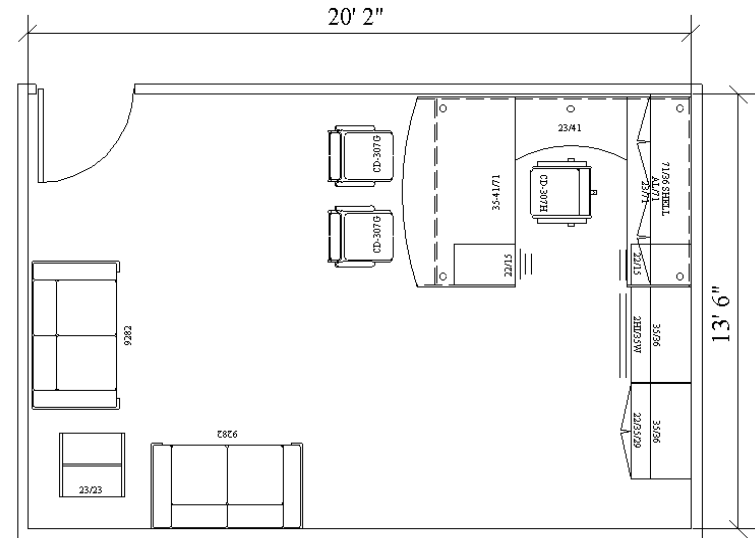
Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

OPTION 1

Thank you for the opportunity to quote your office furniture.



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WAREHOUSE**
miami

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com



**OFFICE
FURNITURE
WAREHOUSE**
miami

Carolina Clayton.
Alt.: 305.342.2363
cclayton@ofwfl.com

PRATO HB Executive Chair



SPECIFICATIONS

Overall width	26"
Overall depth	26"
Overall height	43" - 46"
Seat height	18" - 21"
Seat depth	19.5"
Seat width	19"
Back height from seat	25"
Carton Weight (LBS)	49.61
Carton Volume (CFT)	7.558
Carton Size	26.78"W x 25.20"D x 31.50"H
Carton Quantity	1

MATERIALS

Material	Aluminum, Chrome, Bonded Leather
Base Material	Aluminum
Back Material	Bonded Leather
Seat Material	Bonded Leather

FEATURES

- Pneumatic Seat Adjustment
- Tilt Tension Adjustment

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**
MIAMI

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

PRATO Guest Chair



SPECIFICATIONS

Overall width	23"
Overall depth	23"
Overall height	36"
Seat height	19"
Seat depth	19.5"
Seat width	19"
Back height from seat	17"
Carton Weight (LBS)	33.29
Carton Volume (CFT)	9.323
Carton Size	27.96"W x 23.23"D x 24.81"H
Carton Quantity	1

MATERIALS

Material	Aluminum, Chrome, Bonded Leather
Base Material	Aluminum
Back Material	Bonded Leather
Seat Material	Bonded Leather

**OFFICE
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MIAMI

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

Approved by: _____

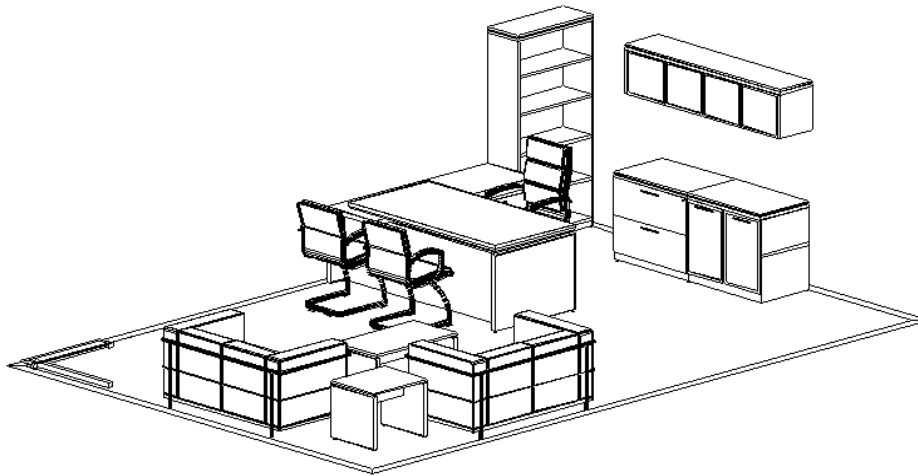
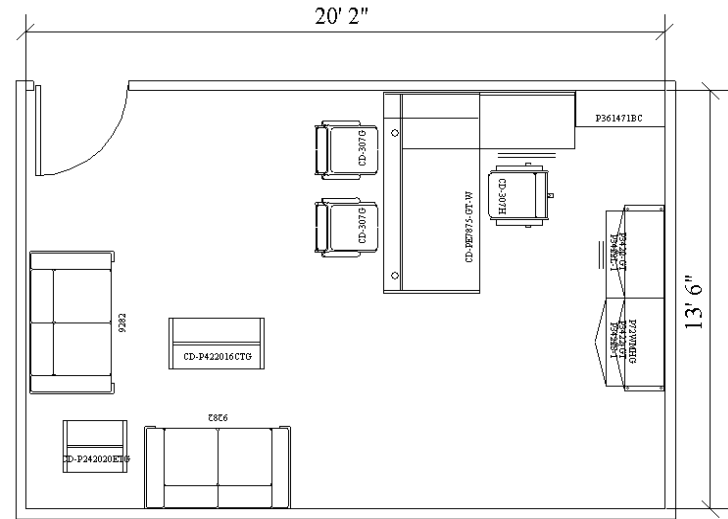
Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

OPTION 2

Thank you for the opportunity to quote your office furniture.



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Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com



**OFFICE
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miami

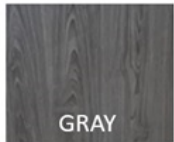
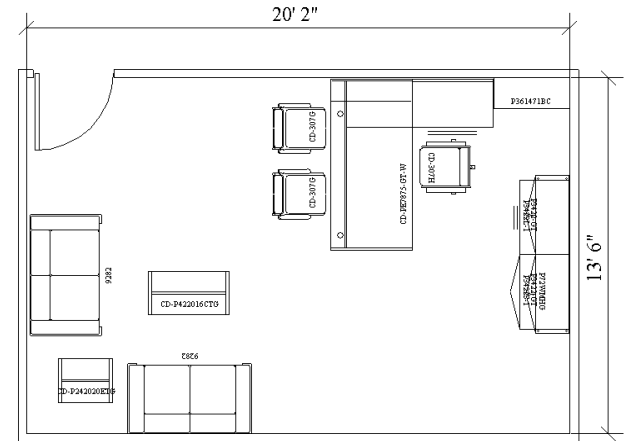
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cclayton@ofwfl.com



\$1,199.99ea.



\$329.99ea.



GRAY



\$429.99ea.



\$399.99ea.



\$349.99ea.



\$569.99ea.



\$239.99ea.



\$199.99ea.



\$299.99ea.



\$249.99ea.

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**
miami

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

PRATO HB Executive Chair



SPECIFICATIONS

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Seat height	18" - 21"
Seat depth	19.5"
Seat width	19"
Back height from seat	25"
Carton Weight (LBS)	49.61
Carton Volume (CFT)	7.558
Carton Size	26.78"W x 25.20"D x 31.50"H
Carton Quantity	1

MATERIALS

Material	Aluminum, Chrome, Bonded Leather
Base Material	Aluminum
Back Material	Bonded Leather
Seat Material	Bonded Leather

FEATURES

- Pneumatic Seat Adjustment
- Tilt Tension Adjustment

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**
MIAMI

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

PRATO Guest Chair



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Base Material	Aluminum
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**OFFICE
FURNITURE
WAREHOUSE**
MIAMI

Carolina Clayton.
Alt.: 305.342.2363
cclayton@ofwfl.com

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

**OFFICE
FURNITURE
WAREHOUSE**
Experience @ work

Ft. Lauderdale

2099 West Atlantic Boulevard
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954-968-4700

MIAMI

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Miami Florida, 33122
305-266-4447

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**OFFICE
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miami

Carolina Clayton.

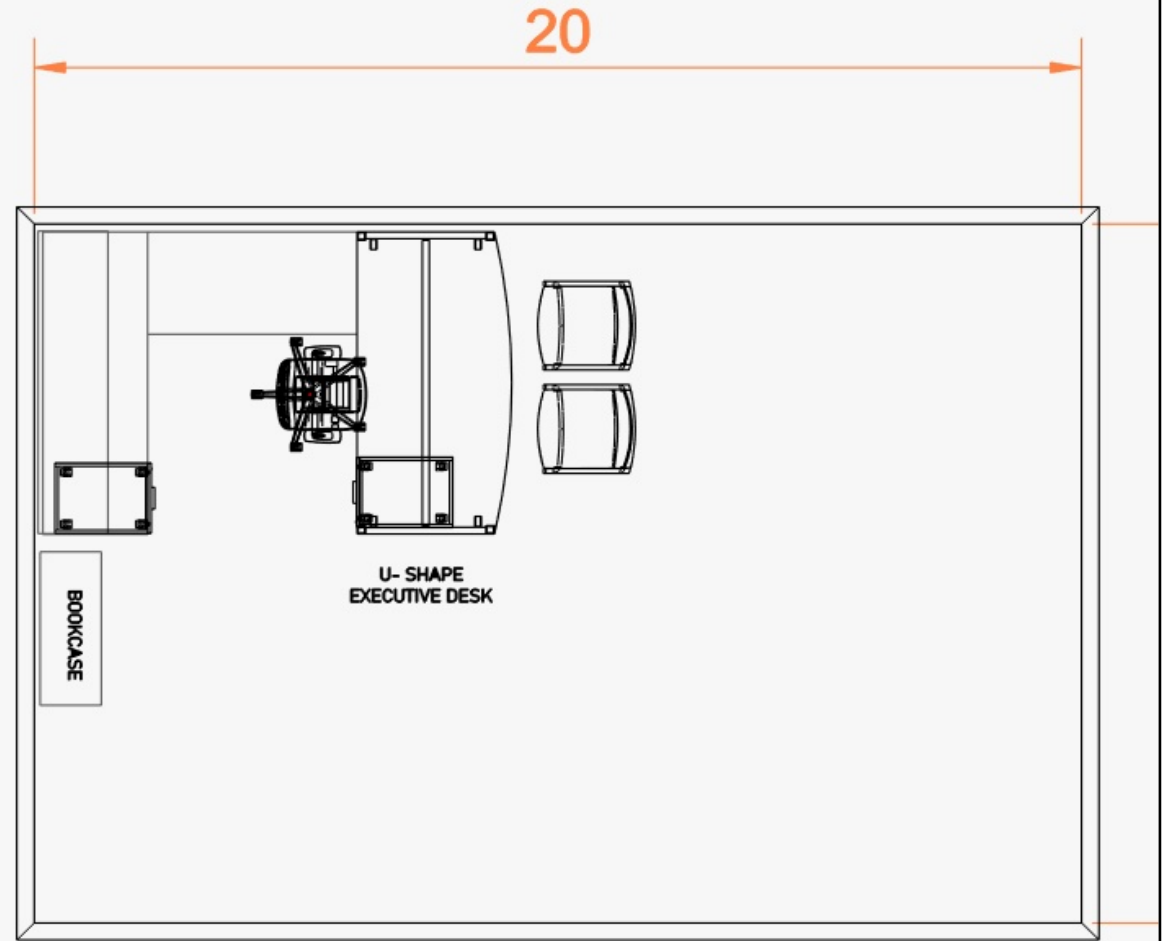
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cclayton@ofwfl.com

Lagom HR

Mgmt. Office Layout &
Proposal

Draft Layout



Potenza U-Shaped
Desk with Glass
modesty and
bookcase **\$2,899**



Potenza U-Shaped
Desk with laminate
modesty panel and
bookcase **\$2,749**



Bookcase Included

- **Approximate Dimensions:** 36"x14"71"
- **Color:** Espresso
- White floated glass top
- 4 adjustable shelves
- 1" thick side panels and shelves
- 3mm matching PVC edge
- Black adjustable glides



Zeta Chair high back \$329

- Stunning quilted bonded leather upholstery
- Polished cast aluminum arms
- Knee tilt mechanism with tilt tension adjustment
- Pneumatic seat height adjustment
- Hard chrome plated steel frame
- Maximum capacity 250lbs



Zeta visitor
chair \$279





Summary

- **U Shape Configuration: \$2,899**
 - 1 Bow 72"W x 42"/36"Dx29"H front desk white tempered glass modesty panel
 - Bridge 42" x24"
 - Credenza 72"x24"
 - Hutch 4 white glass doors and floated glass top
 - Pedestal File/File
 - Pedestal Box/Box/File
 - Bookcase
- 1 Zeta chair High back **\$329**
- 2 Zeta guest chair @\$279 each =**\$558**

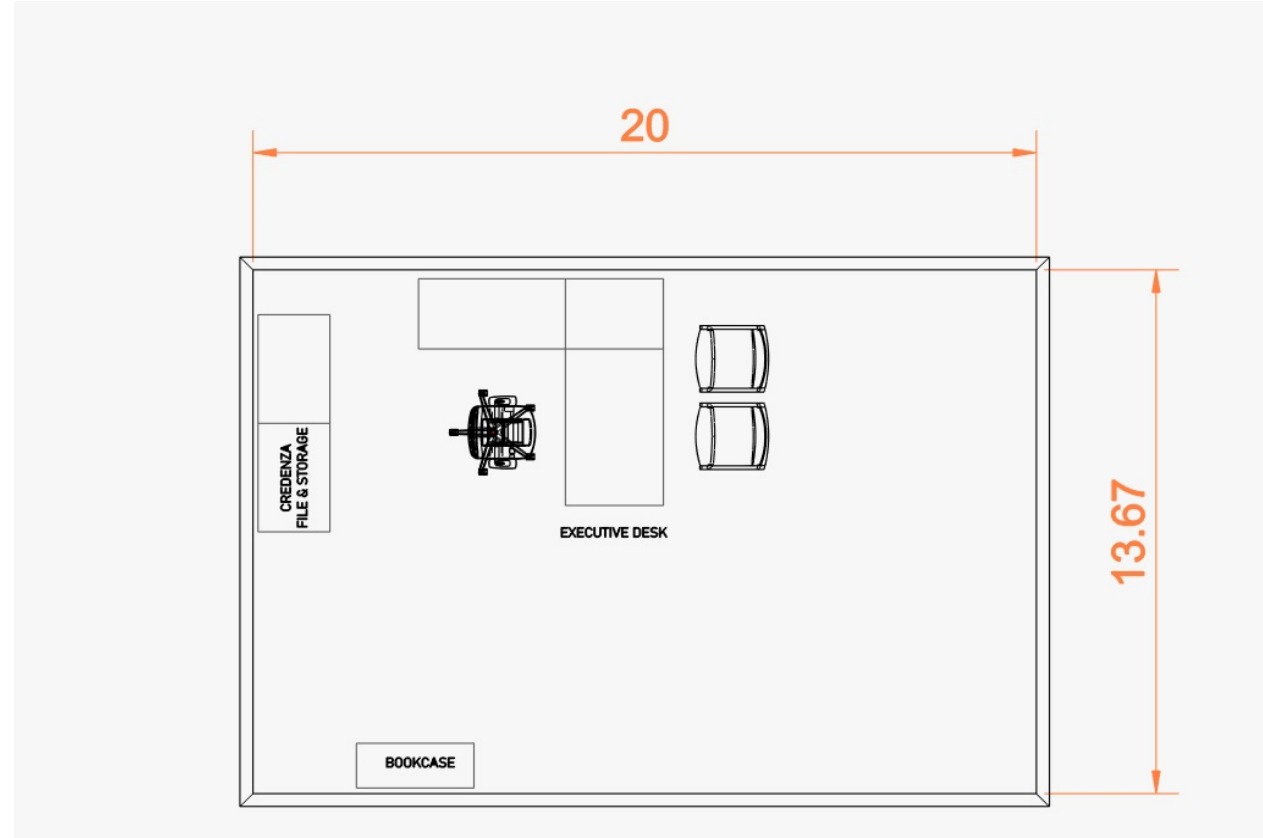
Sub-Total: \$3,786 + tax

Delivery and professional installation: \$399

Lagom HR

Mgmt. Office Layout &
Proposal

Draft Layout



Executive desk white tempered glass top \$1,749

- **Approximate Overall dimensions:** 78"x75"x29"
- **Color:** Espresso
- Floating white tempered glass top
- Contemporary aluminum trim
- Reversible/non handed
- Built-in combo Box File cabinet
- Color match drawer box
- Full extension ball bearing slides
- Tungsten oversized 40mm lockable casters under cabinet
- Comes standard with a lock and 2 keys
- 3mm matching PVC edge
- Black adjustable glides
- Cam lock ready for easy assembly
- Low glare laminate technology increases focus and concentration



Executive desk
laminated top
\$1,520



Combo lateral file
with partial glass
doors(72"W x
24"D) **\$1,069**



Bookcase \$449

- **Approximate Dimensions:** 36"x14"71"
- **Color:** Espresso
- White floated glass top
- 4 adjustable shelves
- 1" thick side panels and shelves
- 3mm matching PVC edge
- Black adjustable glides



Zeta Chair high back \$329

- Stunning quilted bonded leather upholstery
- Polished cast aluminum arms
- Knee tilt mechanism with tilt tension adjustment
- Pneumatic seat height adjustment
- Hard chrome plated steel frame
- Maximum capacity 250lbs



Zeta visitor
chair \$279





Summary

- 1 Executive desk white tempered glass top \$1,749
- 1 Combo credenza \$1,069
- 1 Bookcase \$449
- 1 Zeta chair High back \$329
- 2 Zeta guess chair @\$279 each =\$558

Sub-Total: \$4,154 + tax

Delivery and professional installation: \$399



Avenue Curved Reception Desk

72"W x 40"D x 30"H - \$1450

84"W x 42"D x 30"H - \$1550



Storage Credenza in Custom Finishes

72"W x 20"D x 30"H - \$1250 – 84" \$1350



72"W x 20"D x 30"H - \$1450 – 84" \$1550



Storage & Bookcase in Custom Finishes

60"W x 20"D x 72"H - \$2150



72"W x 20"D x 72"H - \$1950



Executive Chairs \$395



Executive Chairs \$495



Guest Chairs \$345



Guest Chairs \$195



AGENDA ITEM REPORT



To:

Subject: New Ipad for New staff

Meeting: DRAFT WORKSHOP COMMISSION MEETING - May 27 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

FINANCIAL IMPACT:

\$ 1,946.00 for new Ipad

RECOMMENDATION:

Purchase Ipad from Apple direct they had the better price.

ATTACHMENTS:

[IPAD CM](#)

[INSIGHT #0222331306 - IPAD](#)

	Status:
Town Clerk, Deputy Town Clerk	Approved - May 20 2020
Finance director, Finance & Budget Director	Approved - May 20 2020
Newall J. Daughtrey, Assistant Town Manager	Approved - May 22 2020



Apple, Inc.

SHIP TO:

MARK PAKULA
MPAKULA@TOWNOFPEMBROKEPARK.COM
TOWN OF PEMBROKE PARK, FL

PREPARED BY:

Luke Donnelly
sales_administration@apple.com

Quote	Quote Date	Valid Until	Customer #	SEA #
Flori2043-01	5/1/2020	5/31/2020		

This quote is a pricing reference and is not available online. Create your own quote with equivalent pricing and order online at ecommerce.apple.com

Item Description	Est. Ship	Part Number	Item Price	Qty	Disc Price	Extended Price
FL Contract NASPO #MNWNC-102 PA#43211500-WSCA-15-ACS						
12.9-inch iPad Pro Wi-Fi + Cellular 1TB - Space Gray	1-3 business days	MXG22LL/A	\$1,549.00	1		\$1,549.00
Verizon SIM Card		HNGR2LL/A		1		
2-Year AppleCare+ for iPad Pro	Automatically registered	S6532LL/A	\$99.00	1		\$99.00
Smart Keyboard Folio for 12.9-inch iPad Pro (4th generation) - US English	1-2 business days	MXNL2LL/A	\$179.00	1		\$179.00
Apple Pencil (2nd Generation)	3-5 business days	MU8F2AM/A	\$119.00	1		\$119.00

Subtotal	\$1,946.00
Tax Exempt	
Est Shipping	Free
Total	\$1,946.00

The entire contents of this publication are Copyright (C) 2007, 2008 by Apple Inc. As a condition of receiving this document, you agree that you will not duplicate, download to a database, transmit electronically, or disseminate by any means whatsoever any portion of this document to anyone other than employees of your company, nor will you use any information in this document other than as necessary to transact business with Apple Inc.

SOLD-TO PARTY 11115292

TOWN OF PEMBROKE PARK
ATTN: MARK PAKULA
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

SHIP-TO PARTY

TOWN OF PEMBROKE PARK
ATTN: MARK PAKULA
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

Quotation

Quotation Number : 222331306
Document Date : 19-MAY-2020
PO Number :
PO Release :
Sales Rep : Daniel Berrios
Email : DANIEL.BERRIOS@INSIGHT.COM
Telephone : 9374159471

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB ORIGIN
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
MXG22LL/A	Apple 12.9-inch iPad Pro Wi-Fi + Cellular - 4th generation - tablet - 1 TB - 12.9" - 3G, 4G OPEN MARKET	1	1,604.27	1,604.27
S6532LL/A	AppleCare+ extended service agreement - 2 years - carry-in OPEN MARKET	1	83.54	83.54
MXNL2LL/A	Apple Smart - keyboard and folio case - US OPEN MARKET	1	186.89	186.89
MU8F2AM/A	Apple Pencil 2nd Generation - stylus OPEN MARKET	1	120.67	120.67
Product Subtotal				1,911.83
Services Subtotal				83.54
Freight				9.90
TAX				0.00
Total				2,005.27

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

Sincerely,

Daniel Berrios
9374159471
DANIEL.BERRIOS@INSIGHT.COM

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

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing, or withdrawal of the quote.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: http://www.insight.com/en_US/help/terms-of-sale-products-ips.html



Apple, Inc.

SHIP TO:

MARK PAKULA
MPAKULA@TOWNOFPEMBROKEPARK.COM
TOWN OF PEMBROKE PARK, FL

PREPARED BY:

Luke Donnelly
sales_administration@apple.com

Quote	Quote Date	Valid Until	Customer #	SEA #
Flori2043-01	5/1/2020	5/31/2020		

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FL Contract NASPO #MNWNC-102 PA#43211500-WSCA-15-ACS						
12.9-inch iPad Pro Wi-Fi + Cellular 1TB - Space Gray	1-3 business days	MXG22LL/A	\$1,549.00	1		\$1,549.00
Verizon SIM Card		HNGR2LL/A		1		
2-Year AppleCare+ for iPad Pro	Automatically registered	S6532LL/A	\$99.00	1		\$99.00
Smart Keyboard Folio for 12.9-inch iPad Pro (4th generation) - US English	1-2 business days	MXNL2LL/A	\$179.00	1		\$179.00
Apple Pencil (2nd Generation)	3-5 business days	MU8F2AM/A	\$119.00	1		\$119.00

Subtotal	\$1,946.00
Tax Exempt	
Est Shipping	Free
Total	\$1,946.00

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TOWN OF PEMBROKE PARK
ATTN: MARK PAKULA
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

SHIP-TO PARTY

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ATTN: MARK PAKULA
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

Quotation

Quotation Number : 222331306
Document Date : 19-MAY-2020
PO Number :
PO Release :
Sales Rep : Daniel Berrios
Email : DANIEL.BERRIOS@INSIGHT.COM
Telephone : 9374159471

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
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Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
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S6532LL/A	AppleCare+ extended service agreement - 2 years - carry-in OPEN MARKET	1	83.54	83.54
MXNL2LL/A	Apple Smart - keyboard and folio case - US OPEN MARKET	1	186.89	186.89
MU8F2AM/A	Apple Pencil 2nd Generation - stylus OPEN MARKET	1	120.67	120.67
Product Subtotal				1,911.83
Services Subtotal				83.54
Freight				9.90
TAX				0.00
Total				2,005.27

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Sincerely,

Daniel Berrios
9374159471
DANIEL.BERRIOS@INSIGHT.COM

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AGENDA ITEM REPORT



To:

Subject: Workstations for New Staff

Meeting: DRAFT WORKSHOP COMMISSION MEETING - May 27 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

FINANCIAL IMPACT:

for the laptops \$ 3,192.86 and for the Workstations \$ 2,331.72

RECOMMENDATION:

The Town Purchase additional equipment from Dell for the new staff.

ATTACHMENTS:

[DELL Workstations 3000061352034.1](#)

[DELL LAPTOP 3000061352547.1](#)

[INSIGHT #0222324379 - TPP WORKSTATION](#)

[INSIGHT #0222324481 - TPP LAPTOP](#)

	Status:
Town Clerk, Deputy Town Clerk	Approved - May 18 2020
Finance director, Finance & Budget Director	Approved - May 18 2020
Newall J. Daughtrey, Assistant Town Manager	Approved - May 22 2020



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000061352034.1
Total \$2,331.72
Customer # 14164554
Quoted On May. 18, 2020
Expires by Jun. 17, 2020
Deal ID 19414339

Sales Rep Hattie Bradley
Phone (800) 456-3355, 5138759
Email Hattie_Bradley@Dell.com
Billing To ACCOUNTS PAYABLE
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Hattie Bradley

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (954) 966-4600	Standard Delivery

Product	Unit Price	Qty	Subtotal
OptiPlex 5070 SFF MLK	\$805.74	2	\$1,611.48
Dell Stereo Soundbar – AC511M	\$30.14	2	\$60.28
Dell 24 Monitor - P2419H	\$164.99	4	\$659.96

Subtotal:	\$2,331.72
Shipping:	\$0.00
Non-Taxable Amount:	\$2,331.72
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$2,331.72
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413
(954) 966-4600

Shipping Method

Standard Delivery

			Qty	Subtotal
OptiPlex 5070 SFF MLK		\$805.74	2	\$1,611.48
Estimated delivery if purchased today: Jun. 26, 2020 Contract # C000000010853 Customer Agreement # 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 5070 SFF BTX	210-ASCY	-	2	-
Intel Core i7-9700 (8 Cores/12MB/8T/3.0GHz to 4.7GHz/65W); supports Windows 10/Linux)	338-BRTC	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
No AutoPilot	340-CKSZ	-	2	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	2	-
16GB 1x16GB 2666MHz DDR4 Memory	370-AEBF	-	2	-
3.5 inch 1TB 7200rpm SATA Hard Disk Drive	400-AWFM	-	2	-
No Additional Hard Drive	401-AANH	-	2	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	2	-
OptiPlex 5070 Small Form Factor (Bronze)	329-BEIQ	-	2	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	2	-
ODD Bezel, Small Form Factor	325-BCXP	-	2	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	2	-
CMS Essentials DVD no Media	658-BBTV	-	2	-
No Media Card Reader	379-BBHM	-	2	-
No Wireless LAN Card	555-BBFO	-	2	-
No Wireless Driver	340-AFMQ	-	2	-
Chassis Intrusion Switch - SFF	461-AAEE	-	2	-
No Stand Option	575-BBBI	-	2	-
No Additional Cable Requested	379-BBCY	-	2	-
No PCIe add-in card	492-BBFF	-	2	-
Dell Black Wireless 10 Key Numeric Keypad Multimedia Keys KM636 Keyboard w/Mouse	580-AEYY	-	2	-
Mouse included with Keyboard	570-AADI	-	2	-
No Cable Cover	325-BCZQ	-	2	-
Not selected in this configuration	817-BBBC	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-

Waves Maxx Audio	658-BBRB	-	2	-
Dell Developed Recovery Environment	658-BCUV	-	2	-
Software for OptiPlex Systems	658-BEGP	-	2	-
No Media	620-AAOH	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	2	-
Dell Watchdog Timer	379-BDLB	-	2	-
Quick Setup Guide 5070 Small Form Factor	340-CMGC	-	2	-
US Order	332-1286	-	2	-
Retail POD	389-BDQH	-	2	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	2	-
Ship Material for OptiPlex Small Form Factor	340-CDWZ	-	2	-
Shipping Label for DAO	389-BBUU	-	2	-
SFF: EPA Regulatory LBL for Mexico	389-DQIU	-	2	-
No CompuTrace	461-AABF	-	2	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	2	-
No Intel Responsive	551-BBBJ	-	2	-
Intel(R) Core(TM) i7 Processor Label	340-CKVM	-	2	-
Desktop BTS/BTP Shipment	800-BBIP	-	2	-
No Additional Video Ports	492-BCKH	-	2	-
Intel Standard Manageability	631-ACDE	-	2	-
Dell Developed Recovery Environment	658-BCUV	-	2	-
Fixed Hardware Configuration	998-DNWC	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
No Optane	400-BFPO	-	2	-
No Additional Add In Cards	382-BBHx	-	2	-
No External ODD	429-ABGY	-	2	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	2	-
ProSupport: 7x24 Technical Support, 3 Years	804-9050	-	2	-
ProSupport: Next Business Day Onsite 3 Years	804-9070	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	2	-

			Qty	Subtotal
Dell Stereo Soundbar – AC511M	\$30.14	2		\$60.28

Estimated delivery if purchased today:
May. 22, 2020
Contract # C000000010853
Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Dell Stereo Soundbar – AC511M	520-AAOT	-	2	-
			Qty	Subtotal
Dell 24 Monitor - P2419H		\$164.99	4	\$659.96

Estimated delivery if purchased today:
Jun. 08, 2020

Contract # C000000010853
Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	4	-
Dell Limited Hardware Warranty	814-5380	-	4	-
Advanced Exchange Service, 3 Years	814-5381	-	4	-
				Subtotal: \$2,331.72
				Shipping: \$0.00
				Estimated Tax: \$0.00
				Total: \$2,331.72

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only : If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000061352547.1
Total \$3,192.86
Customer # 14164554
Quoted On May. 18, 2020
Expires by Jun. 17, 2020
Deal ID 19414339

Sales Rep Hattie Bradley
Phone (800) 456-3355, 5138759
Email Hattie_Bradley@Dell.com
Billing To ACCOUNTS PAYABLE
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Hattie Bradley

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (954) 966-4600	Standard Delivery

Product	Unit Price	Qty	Subtotal
Mobile Precision 7740	\$1,553.43	2	\$3,106.86
OGIO Instinct Top-Zip - Laptop carrying case - 17-inch	\$86.00	1	\$86.00

Subtotal:	\$3,192.86
Shipping:	\$0.00
Non-Taxable Amount:	\$3,192.86
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$3,192.86

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413
(954) 966-4600

Shipping Method

Standard Delivery

			Qty	Subtotal
Mobile Precision 7740		\$1,553.43	2	\$3,106.86
Estimated delivery if purchased today: Jun. 02, 2020 Contract # C000000010853 Customer Agreement # 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Qty	Subtotal
Mobile Precision 7740 CTO BASE	210-ASFR	-	2	-
Intel Core Processor i7-9750H (6 Core, 12M Cache, 2.60GHz up to 4.5GHz Turbo, 45W)	379-BDOF	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	2	-
No DDP ESS Software	634-BENZ	-	2	-
No Out-of-Band Systems Management	631-ACDQ	-	2	-
Intel Core Processor i7-9750H, 6 Core, 12M Cache, 2.60GHz up to 4.5GHz Turbo, 45W	329-BEMX	-	2	-
Intel® UHD Graphics P630	490-BFEH	-	2	-
Intel HD GFX	490-BFEI	-	2	-
17.3" FHD/HD+ Cam/Mic Bezel	319-BBGI	-	2	-
17.3" FHD/HD+, WLAN/WWAN Cover	320-BDEE	-	2	-
17.3" HD+ TN 1600x900 AG non-touch, 60% color gamut	391-BENT	-	2	-
16GB, 2X8G, DDR4 2666MHz Non-ECC Memory	370-ADFW	-	2	-
2.5" 1TB 7200RPM SATA Hard Drive	400-AXEC	-	2	-
No Additional Hard Drive	401-AAGM	-	2	-
No Additional Hard Drive	401-AAGM	-	2	-
No Additional Hard Drive	401-AAGM	-	2	-
No RAID	780-BBFE	-	2	-
Internal US English Dual Pointing Backlit Keyboard	580-AGUZ	-	2	-
Keyboard Lattice	580-AIDG	-	2	-
7740 Smart Card only	346-BFOY	-	2	-
Qualcomm QCA61x4A 802.11ac Dual Band, 2x2, Wireless Adapter + Bluetooth 4.2	555-BDDK	-	2	-
No Mobile Broadband Card	556-BBCD	-	2	-
4-cell 64Wh Lithium Ion battery with ExpressCharge™	451-BCFT	-	2	-
Not ENERGY STAR Qualified	387-BBDO	-	2	-
E5 240W 7.4mm Lot 6 PCR, Liteon	450-AHEP	-	2	-
Dell Precision Optimizer Premium 30-day Trial	528-BCJC	-	2	-
Dell Precision Optimizer	640-BBRC	-	2	-

Foxit PhantomPDF 30 Day Trial	634-BTFN	-	2	-
Resource Media not Included	430-XYGV	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
Quick Setup Guide for Mobile Precision 7740	340-CMIL	-	2	-
Custom Configuration	817-BBBB	-	2	-
E5 C13 Power Cord 1M for North America	450-AHDL	-	2	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	2	-
Qualcomm QCA61x4A 802.11ac Dual Band, 2x2, Wireless Adapter + Bluetooth 4.2 Driver	555-BFBW	-	2	-
Bracket	575-BBZF	-	2	-
No mouse selected on your system	570-AAAF	-	2	-
No Option Included	340-ACQQ	-	2	-
US Order	332-1286	-	2	-
No Carrying Case	460-BBEX	-	2	-
No AutoPilot	340-CKSZ	-	2	-
No UPC Label	389-BCGW	-	2	-
CMS Software not included	632-BBBJ	-	2	-
Regulatory Label included	389-BEYY	-	2	-
FCC Label	389-CXKY	-	2	-
No Docking Station	452-BBSE	-	2	-
Intel(R) Core(TM) i7 Processor Label	340-CKVM	-	2	-
No Accessories	461-AABV	-	2	-
Not selected in this configuration	817-BBBC	-	2	-
Shipping Material for DAO Shuttle Box	328-BCUP	-	2	-
System Shipment Material Mobile Precision	328-BCUQ	-	2	-
SHIP,NBK,DAO,SHUTTLE,7740	328-BDCO	-	2	-
SHIP,NBK,WW,MIN,7740	328-BDCS	-	2	-
SupportAssist	525-BBCL	-	2	-
System Driver for Mobile Precision 7740	631-ACEY	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell Developed Recovery Environment	658-BCUV	-	2	-
Dell Power Manager	658-BDVK	-	2	-
Bottom Cover	354-BBBP	-	2	-
BTO Standard Shipment (EL)	800-BBGH	-	2	-
No Security Software	650-AAJS	-	2	-
Not selected in this configuration	817-BBBC	-	2	-
Dell Limited Hardware Warranty Plus Service	823-3810	-	2	-
ProSupport: Next Business Day Onsite, 3 Years	823-3822	-	2	-
ProSupport: 7x24 Technical Support, 3 Years	823-3832	-	2	-

Thank you choosing Dell ProSupport. For tech support, visit
//support.dell.com/ProSupport or call 1-866-516-3115

989-3449

-

2

-

Qty

Subtotal

OGIO Instinct Top-Zip - Laptop carrying case - 17-inch

\$86.00

1

\$86.00

Estimated delivery if purchased today:

May. 28, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description

SKU

Unit Price

Qty

Subtotal

OGIO Instinct Top-Zip - Laptop carrying case - 17-inch

AA542417

-

1

-

Subtotal:

\$3,192.86

Shipping:

\$0.00

Estimated Tax:

\$0.00

Total:

\$3,192.86

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only : If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



INSIGHT PUBLIC SECTOR SLED
6820 S HARL AVE
TEMPE AZ 85283-4318
Tel: 800-467-4448

Page 1 of 2

SOLD-TO PARTY 11115292

TOWN OF PEMBROKE PARK
ATTN: MARK PAKULA
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

SHIP-TO PARTY

TOWN OF PEMBROKE PARK
ATTN: MARK PAKULA
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

Quotation

Quotation Number : 222324379
Document Date : 18-MAY-2020
PO Number :
PO Release :
Sales Rep : Daniel Berrios
Email : DANIEL.BERRIOS@INSIGHT.COM
Telephone : 9374159471

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB ORIGIN
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
16FNH	Dell OptiPlex 5070 - SFF - Core i7 9700 3 GHz - 16 GB - 1 TB Mfr List: 1,556.96/EA OPEN MARKET	2	974.65	1,949.30
DELL-SB-AC511M	Dell AC511M - sound bar - for PC Mfr List: 44.99/EA OPEN MARKET	2	35.50	71.00
P2419H	Dell P2419H - LED monitor - Full HD (1080p) - 24" OPEN MARKET	4	190.50	762.00
Product Subtotal				2,782.30
Freight				70.00
TAX				0.00
Total				2,852.30

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

Sincerely,

Daniel Berrios
9374159471
DANIEL.BERRIOS@INSIGHT.COM

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

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already

provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing, or withdrawal of the quote.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: http://www.insight.com/en_US/help/terms-of-sale-products-ips.html

SOLD-TO PARTY 11115292

TOWN OF PEMBROKE PARK
ATTN: MARK PAKULA
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

SHIP-TO PARTY

TOWN OF PEMBROKE PARK
ATTN: MARK PAKULA
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

Quotation

Quotation Number : 222324481
Document Date : 18-MAY-2020
PO Number :
PO Release :
Sales Rep : Daniel Berrios
Email : DANIEL.BERRIOS@INSIGHT.COM
Telephone : 9374159471

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB ORIGIN
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
1KKP0	Dell Precision Mobile Workstation 7740 - 17.3" - Core i7 9850H - 16 GB RAM - 512 GB SSD OPEN MARKET	2	2,555.65	5,111.30
Product Subtotal				5,111.30
Freight				27.47
TAX				0.00
Total				5,138.77

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

Sincerely,

Daniel Berrios
9374159471
DANIEL.BERRIOS@INSIGHT.COM

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A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000061352034.1
Total \$2,331.72
Customer # 14164554
Quoted On May. 18, 2020
Expires by Jun. 17, 2020
Deal ID 19414339

Sales Rep Hattie Bradley
Phone (800) 456-3355, 5138759
Email Hattie_Bradley@Dell.com
Billing To ACCOUNTS PAYABLE
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Hattie Bradley

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (954) 966-4600	Standard Delivery

Product	Unit Price	Qty	Subtotal
OptiPlex 5070 SFF MLK	\$805.74	2	\$1,611.48
Dell Stereo Soundbar – AC511M	\$30.14	2	\$60.28
Dell 24 Monitor - P2419H	\$164.99	4	\$659.96

Subtotal:	\$2,331.72
Shipping:	\$0.00
Non-Taxable Amount:	\$2,331.72
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$2,331.72
---------------	-------------------

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413
(954) 966-4600

Shipping Method

Standard Delivery

			Qty	Subtotal
OptiPlex 5070 SFF MLK		\$805.74	2	\$1,611.48
Estimated delivery if purchased today: Jun. 26, 2020 Contract # C000000010853 Customer Agreement # 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 5070 SFF BTX	210-ASCY	-	2	-
Intel Core i7-9700 (8 Cores/12MB/8T/3.0GHz to 4.7GHz/65W); supports Windows 10/Linux)	338-BRTC	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
No AutoPilot	340-CKSZ	-	2	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	2	-
16GB 1x16GB 2666MHz DDR4 Memory	370-AEBF	-	2	-
3.5 inch 1TB 7200rpm SATA Hard Disk Drive	400-AWFM	-	2	-
No Additional Hard Drive	401-AANH	-	2	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	2	-
OptiPlex 5070 Small Form Factor (Bronze)	329-BEIQ	-	2	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	2	-
ODD Bezel, Small Form Factor	325-BCXP	-	2	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	2	-
CMS Essentials DVD no Media	658-BBTV	-	2	-
No Media Card Reader	379-BBHM	-	2	-
No Wireless LAN Card	555-BBFO	-	2	-
No Wireless Driver	340-AFMQ	-	2	-
Chassis Intrusion Switch - SFF	461-AAEE	-	2	-
No Stand Option	575-BBBI	-	2	-
No Additional Cable Requested	379-BBCY	-	2	-
No PCIe add-in card	492-BBFF	-	2	-
Dell Black Wireless 10 Key Numeric Keypad Multimedia Keys KM636 Keyboard w/Mouse	580-AEYY	-	2	-
Mouse included with Keyboard	570-AADI	-	2	-
No Cable Cover	325-BCZQ	-	2	-
Not selected in this configuration	817-BBBC	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-

Waves Maxx Audio	658-BBRB	-	2	-
Dell Developed Recovery Environment	658-BCUV	-	2	-
Software for OptiPlex Systems	658-BEGP	-	2	-
No Media	620-AAOH	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	2	-
Dell Watchdog Timer	379-BDLB	-	2	-
Quick Setup Guide 5070 Small Form Factor	340-CMGC	-	2	-
US Order	332-1286	-	2	-
Retail POD	389-BDQH	-	2	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	2	-
Ship Material for OptiPlex Small Form Factor	340-CDWZ	-	2	-
Shipping Label for DAO	389-BBUU	-	2	-
SFF: EPA Regulatory LBL for Mexico	389-DQIU	-	2	-
No CompuTrace	461-AABF	-	2	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	2	-
No Intel Responsive	551-BBBJ	-	2	-
Intel(R) Core(TM) i7 Processor Label	340-CKVM	-	2	-
Desktop BTS/BTP Shipment	800-BBIP	-	2	-
No Additional Video Ports	492-BCKH	-	2	-
Intel Standard Manageability	631-ACDE	-	2	-
Dell Developed Recovery Environment	658-BCUV	-	2	-
Fixed Hardware Configuration	998-DNWC	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
No Optane	400-BFPO	-	2	-
No Additional Add In Cards	382-BBHx	-	2	-
No External ODD	429-ABGY	-	2	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	2	-
ProSupport: 7x24 Technical Support, 3 Years	804-9050	-	2	-
ProSupport: Next Business Day Onsite 3 Years	804-9070	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	2	-

			Qty	Subtotal
Dell Stereo Soundbar – AC511M	\$30.14	2		\$60.28

Estimated delivery if purchased today:
May. 22, 2020
Contract # C000000010853
Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Dell Stereo Soundbar – AC511M	520-AAOT	-	2	-
			Qty	Subtotal
Dell 24 Monitor - P2419H		\$164.99	4	\$659.96

Estimated delivery if purchased today:
Jun. 08, 2020

Contract # C000000010853
Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	4	-
Dell Limited Hardware Warranty	814-5380	-	4	-
Advanced Exchange Service, 3 Years	814-5381	-	4	-
				Subtotal: \$2,331.72
				Shipping: \$0.00
				Estimated Tax: \$0.00
				Total: \$2,331.72

Important Notes

Terms of Sale

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Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

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A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000061352547.1
Total \$3,192.86
Customer # 14164554
Quoted On May. 18, 2020
Expires by Jun. 17, 2020
Deal ID 19414339

Sales Rep Hattie Bradley
Phone (800) 456-3355, 5138759
Email Hattie_Bradley@Dell.com
Billing To ACCOUNTS PAYABLE
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Hattie Bradley

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (954) 966-4600	Standard Delivery

Product	Unit Price	Qty	Subtotal
Mobile Precision 7740	\$1,553.43	2	\$3,106.86
OGIO Instinct Top-Zip - Laptop carrying case - 17-inch	\$86.00	1	\$86.00

Subtotal:	\$3,192.86
Shipping:	\$0.00
Non-Taxable Amount:	\$3,192.86
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$3,192.86
---------------	-------------------

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413
(954) 966-4600

Shipping Method

Standard Delivery

			Qty	Subtotal
Mobile Precision 7740		\$1,553.43	2	\$3,106.86
Estimated delivery if purchased today: Jun. 02, 2020 Contract # C000000010853 Customer Agreement # 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Qty	Subtotal
Mobile Precision 7740 CTO BASE	210-ASFR	-	2	-
Intel Core Processor i7-9750H (6 Core, 12M Cache, 2.60GHz up to 4.5GHz Turbo, 45W)	379-BDOF	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	2	-
No DDP ESS Software	634-BENZ	-	2	-
No Out-of-Band Systems Management	631-ACDQ	-	2	-
Intel Core Processor i7-9750H, 6 Core, 12M Cache, 2.60GHz up to 4.5GHz Turbo, 45W	329-BEMX	-	2	-
Intel® UHD Graphics P630	490-BFEH	-	2	-
Intel HD GFX	490-BFEI	-	2	-
17.3" FHD/HD+ Cam/Mic Bezel	319-BBGI	-	2	-
17.3" FHD/HD+, WLAN/WWAN Cover	320-BDEE	-	2	-
17.3" HD+ TN 1600x900 AG non-touch, 60% color gamut	391-BENT	-	2	-
16GB, 2X8G, DDR4 2666MHz Non-ECC Memory	370-ADFW	-	2	-
2.5" 1TB 7200RPM SATA Hard Drive	400-AXEC	-	2	-
No Additional Hard Drive	401-AAGM	-	2	-
No Additional Hard Drive	401-AAGM	-	2	-
No Additional Hard Drive	401-AAGM	-	2	-
No RAID	780-BBFE	-	2	-
Internal US English Dual Pointing Backlit Keyboard	580-AGUZ	-	2	-
Keyboard Lattice	580-AIDG	-	2	-
7740 Smart Card only	346-BFOY	-	2	-
Qualcomm QCA61x4A 802.11ac Dual Band, 2x2, Wireless Adapter + Bluetooth 4.2	555-BDDK	-	2	-
No Mobile Broadband Card	556-BBCD	-	2	-
4-cell 64Wh Lithium Ion battery with ExpressCharge™	451-BCFT	-	2	-
Not ENERGY STAR Qualified	387-BBDO	-	2	-
E5 240W 7.4mm Lot 6 PCR, Liteon	450-AHEP	-	2	-
Dell Precision Optimizer Premium 30-day Trial	528-BCJC	-	2	-
Dell Precision Optimizer	640-BBRC	-	2	-

Foxit PhantomPDF 30 Day Trial	634-BTFN	-	2	-
Resource Media not Included	430-XYGV	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
Quick Setup Guide for Mobile Precision 7740	340-CMIL	-	2	-
Custom Configuration	817-BBBB	-	2	-
E5 C13 Power Cord 1M for North America	450-AHDL	-	2	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	2	-
Qualcomm QCA61x4A 802.11ac Dual Band, 2x2, Wireless Adapter + Bluetooth 4.2 Driver	555-BFBW	-	2	-
Bracket	575-BBZF	-	2	-
No mouse selected on your system	570-AAAF	-	2	-
No Option Included	340-ACQQ	-	2	-
US Order	332-1286	-	2	-
No Carrying Case	460-BBEX	-	2	-
No AutoPilot	340-CKSZ	-	2	-
No UPC Label	389-BCGW	-	2	-
CMS Software not included	632-BBBJ	-	2	-
Regulatory Label included	389-BEYY	-	2	-
FCC Label	389-CXKY	-	2	-
No Docking Station	452-BBSE	-	2	-
Intel(R) Core(TM) i7 Processor Label	340-CKVM	-	2	-
No Accessories	461-AABV	-	2	-
Not selected in this configuration	817-BBBC	-	2	-
Shipping Material for DAO Shuttle Box	328-BCUP	-	2	-
System Shipment Material Mobile Precision	328-BCUQ	-	2	-
SHIP,NBK,DAO,SHUTTLE,7740	328-BDCO	-	2	-
SHIP,NBK,WW,MIN,7740	328-BDCS	-	2	-
SupportAssist	525-BBCL	-	2	-
System Driver for Mobile Precision 7740	631-ACEY	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell Developed Recovery Environment	658-BCUV	-	2	-
Dell Power Manager	658-BDVK	-	2	-
Bottom Cover	354-BBBP	-	2	-
BTO Standard Shipment (EL)	800-BBGH	-	2	-
No Security Software	650-AAJS	-	2	-
Not selected in this configuration	817-BBBC	-	2	-
Dell Limited Hardware Warranty Plus Service	823-3810	-	2	-
ProSupport: Next Business Day Onsite, 3 Years	823-3822	-	2	-
ProSupport: 7x24 Technical Support, 3 Years	823-3832	-	2	-

Thank you choosing Dell ProSupport. For tech support, visit
//support.dell.com/ProSupport or call 1-866-516-3115

989-3449

-

2

-

Qty

Subtotal

OGIO Instinct Top-Zip - Laptop carrying case - 17-inch

\$86.00

1

\$86.00

Estimated delivery if purchased today:

May. 28, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description

SKU

Unit Price

Qty

Subtotal

OGIO Instinct Top-Zip - Laptop carrying case - 17-inch

AA542417

-

1

-

Subtotal:

\$3,192.86

Shipping:

\$0.00

Estimated Tax:

\$0.00

Total:

\$3,192.86

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only : If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



INSIGHT PUBLIC SECTOR SLED
6820 S HARL AVE
TEMPE AZ 85283-4318
Tel: 800-467-4448

Page 1 of 2

SOLD-TO PARTY 11115292

TOWN OF PEMBROKE PARK
ATTN: MARK PAKULA
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

SHIP-TO PARTY

TOWN OF PEMBROKE PARK
ATTN: MARK PAKULA
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

Quotation

Quotation Number : 222324379
Document Date : 18-MAY-2020
PO Number :
PO Release :
Sales Rep : Daniel Berrios
Email : DANIEL.BERRIOS@INSIGHT.COM
Telephone : 9374159471

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB ORIGIN
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
16FNH	Dell OptiPlex 5070 - SFF - Core i7 9700 3 GHz - 16 GB - 1 TB Mfr List: 1,556.96/EA OPEN MARKET	2	974.65	1,949.30
DELL-SB-AC511M	Dell AC511M - sound bar - for PC Mfr List: 44.99/EA OPEN MARKET	2	35.50	71.00
P2419H	Dell P2419H - LED monitor - Full HD (1080p) - 24" OPEN MARKET	4	190.50	762.00
Product Subtotal				2,782.30
Freight				70.00
TAX				0.00
Total				2,852.30

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

Sincerely,

Daniel Berrios
9374159471
DANIEL.BERRIOS@INSIGHT.COM

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

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already

provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing, or withdrawal of the quote.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: http://www.insight.com/en_US/help/terms-of-sale-products-ips.html



INSIGHT PUBLIC SECTOR SLED
6820 S HARL AVE
TEMPE AZ 85283-4318
Tel: 800-467-4448

Page 1 of 2

SOLD-TO PARTY 11115292

TOWN OF PEMBROKE PARK
ATTN: MARK PAKULA
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

SHIP-TO PARTY

TOWN OF PEMBROKE PARK
ATTN: MARK PAKULA
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

Quotation

Quotation Number : 222324481
Document Date : 18-MAY-2020
PO Number :
PO Release :
Sales Rep : Daniel Berrios
Email : DANIEL.BERRIOS@INSIGHT.COM
Telephone : 9374159471

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB ORIGIN
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
1KKP0	Dell Precision Mobile Workstation 7740 - 17.3" - Core i7 9850H - 16 GB RAM - 512 GB SSD OPEN MARKET	2	2,555.65	5,111.30
Product Subtotal				5,111.30
Freight				27.47
TAX				0.00
Total				5,138.77

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

Sincerely,

Daniel Berrios
9374159471
DANIEL.BERRIOS@INSIGHT.COM

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

Agenda Request

Meeting Date:	05/13/2020
Subject:	Town Hall - awning replacement
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Stephanie Woodbury, Project Manager
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Quote from Awnings of Hollywood
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	
Background:	The commission originally approved the quote from C & D Canvas but they could not provide us with material that is fire retardant per FL Building Code.
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	

**RESIDENTIAL • COMMERCIAL
CUSTOM FABRIC STRUCTURES**

Retractable Awnings
Pool & Patio Canopies
Interior & Exterior
All Styles & Colors

Cert. #CC86-4393-AE-X



**SOUTH FLORIDA'S HIGHEST
QUALITY AWNINGS**

International Outstanding
Achievement Award Winners
In Commercial & Residential

Members of IFAI, CMD, &
Construction Association

5828 Washington Street • Hollywood, FL 33023

954-963-7717 • 954-983-7600 • North Broward 954-760-4184 • Dade 305-358-1993

Fax: 954-963-0519 • www.awningsofhollywood.com

SOLD TO:

COMPANY: TOWN OF PEMBROKE PARK

NAME: TERESA MALCOLM

PHONES: 954-966-4600 X211

EMAIL: tmalcolm@townofpembrokepark.com

STREET: 3150 SW 52 AVE

CITY: PEMBROKE PARK STATE: FL ZIP: _____

DELIVER TO:

COMPANY: _____

NAME: RAMONDA GREENE

PHONES: _____

EMAIL: _____

STREET: _____

CITY: _____ STATE: FL ZIP: _____

FRAME PAINT: ☐ SILVER ☐ DTM ☐ EPOXY ☐ POWDER COAT ☒ N/A FRAME COLOR: NONE

COVER FABRIC: ☒ VINYL ☐ CANVAS ☐ FIRESIST ☐ PRECONTRACT ☐ N/A FABRIC COLOR: BIEGE

SCALLOP DESIGN: ☒ WRAP ☐ HANGING ☐ N/A DESIGN #: STRAIGHT BINDING COLOR: _____

APPROXIMATE LEAD TIME AFTER PERMITS (if applicable) ARE APPROVED: 2 WEEKS

recover existing frame using an 18 ounce vinyl that is flame retardant=\$1900

if permits are needed we will add processing fees of =\$75 per hour plus the city fees to the final bill

*ENGINEERING DRAWINGS, CALCUALTIONS, PERMIT PROCESSING FEES,
PERMIT FEES, DOCUMENT COPYING FEES, NOTICE OF COMMENCEMENT,
NOTICE TO OWNER, AND ANY OTHER FEES ASSOCIATED WITH PERMITTING
THE JOB WILL BE BILLED AT COST, IF APPLICABLE.

Our estimates are based on only the finest quality workmanship and materials.

At Awnings of Hollywood, our Quality Is the Difference

AWNING SUBTOTAL \$1,900.00

SALES TAX _____

ENGINEERING _____

SUBTOTAL \$1,900.00

*PERMITTING FEES ☐ YES ☒ NO

DEPOSIT/RETAINER _____

WE HEREBY PROPOSE TO FURNISH LABOR AND MATERIALS COMPLETELY IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF \$ 1,900.00 Payment schedule will be as noted below:

FOR NON PERMIT RELATED WORK - We charge an initial deposit of 50% and the balance is due upon completion.

FOR WORK REQUIRING A PERMIT - We charge a non-refundable retainer fee of at least \$1,000.00 for the permit process as outlined above. After the permits are approved by the city, we expect a 50% deposit on the job. The final balance is due upon completion.

SALES ASSOCIATE: JERRY Cell: 954-931-4666

LEAD OBTAINED FROM: _____

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions contained in this contract in its entirety are satisfactory and are hereby accepted. Payment will be made as outlined above.

SIGNATURE: _____ NAME: _____ DATE: May 7, 2020

SIGNATURE: _____ NAME: _____ DATE: _____

Read conditions of sale on last page. All changes must be in writing. **NO VERBAL AGREEMENTS.**

All orders must be signed by a Corp Officer at Awnings of Hollywood to become official. gt Date: 04/07/2020

**RESIDENTIAL • COMMERCIAL
CUSTOM FABRIC STRUCTURES**

Retractable Awnings
Pool & Patio Canopies
Interior & Exterior
All Styles & Colors

Cert. #CC86-4393-AE-X



**SOUTH FLORIDA'S HIGHEST
QUALITY AWNINGS**

International Outstanding
Achievement Award Winners
In Commercial & Residential

Members of IFAI, CMD, &
Construction Association

5828 Washington Street • Hollywood, FL 33023

954-963-7717 • 954-983-7600 • North Broward 954-760-4184 • Dade 305-358-1993

Fax: 954-963-0519 • www.awningsofhollywood.com

AWNING FRAME DESIGN AND DETAILS

NAME: _____ PHONES: _____

SIGNATURE: _____ DATE: _____

TERMS AND CONDITIONS OF THIS SALE

- 1) Awnings of Hollywood, Inc., DBA American Made Awnings, hereby warrants all materials to be as specified and that all work shall be performed in a workmanlike manner, according to accepted standard practices. This express warranty excludes all other agreements and warranties, expressed or implied. Awnings of Hollywood, Inc., DBA American Made Awnings shall in no event be liable for a breach of warranty in an amount exceeding the purchase price.
- 2) It is hereby expressly provided that although the said materials have been hereunder described, the materials delivered by Awnings of Hollywood, Inc., DBA American Made Awnings, hereunder shall be deemed to correspond with their description and with the sample which has been produced to, examined, and selected by the Buyer.
- 3) Awnings of Hollywood, Inc., DBA American Made Awnings, is not responsible for the fitness of any frame not built by Awnings of Hollywood. Awnings of Hollywood is not responsible for wrinkles or fit of awning covers on out of square frames or frames built with a single front bar. Mildew is an organic bacteria which can grow on any material, glass, or plastic. We offer no guarantee whatsoever that mildew will not occur.
- 4) It is hereby expressly acknowledged, understood, and agreed that this is a contract for special order of custom fabricated goods and materials and the Buyer cannot alter, revoke, or cancel the contract without the specific written consent of a Corporate Officer at Awnings of Hollywood, Inc., DBA American Made Awnings.
- 5) The estimated delivery date of this order is subject to contingencies beyond the control of Awnings of Hollywood, Inc., DBA American Made Awnings; including but not limited to fires, strikes, lockout, inability to secure material, labor or transportation, inclement weather, accidents, or acts of God. In the event of the occurrence of such contingency, the estimated delivery date shall be extended accordingly.
- 6) It is understood and agreed that the title of said property shall remain in Awnings of Hollywood, Inc., DBA American Made Awnings, until the whole amount of the purchase price and associated permit and processing fees have been paid.
- 7) Buyer agrees to pay Awnings of Hollywood, Inc., DBA American Made Awnings, the full balance of the purchase price immediately upon completion and delivery of the material and work to the Buyer and time of such payment shall be of the essence.
- 8) The Buyer covenants and agrees that upon Buyer's default by the failure to pay any part of the purchase price when due, or otherwise, Awnings of Hollywood, Inc., DBA American Made Awnings, shall at its option have the right to:
 - a. Without judicial action, take possession of all said property and all payments made by the Buyer up to the time of said default shall be applied as rent and depreciation on said property for and during the time the property is in the Buyer's possession. PERMISSION IS GRANTED TO RE-ENTER PROPERTY TO REMOVE SAID PROPERTY; or
 - b. Bring legal action to collect all monies due Awnings of Hollywood, Inc., DBA American Made Awnings, under the terms of this agreement; or
 - c. Enforce and foreclose a lien against said property without further legal notice to buyer; or
 - d. Pursue another remedy available by law.
 - e. Failure to make final payment may result in the removal of awning(s) and Buyer will be subject to fees for the removal and reinstallation. The current fee of \$100.00 per hour, per employee, is subject to change.
- 9) The Buyer further covenants and agrees to pay reasonable attorney's fees and costs to Awnings of Hollywood, Inc., DBA American Made Awnings incurred in the collection of monies due pursuant to the terms and conditions of this contract or in the enforcement of Awnings of Hollywood, Inc., DBA American Made Awnings rights under this contract.
- 10) This proposal by Awnings of Hollywood, Inc., DBA American Made Awnings shall expire thirty (30) days after the date of issue, but is subject to withdrawal during such time if notice to that effect is given before written acceptance by the Buyer.
- 11) After acceptance of this proposal, any delay by the purchaser, building department, or weather conditions may result in a change of price corresponding to any change in the cost of labor or raw materials.
- 12) Buyer acknowledges that if they purchase a canvas/fabric product, that the product is not water-tight and may leak at times, since it is a porous material. Buyer further acknowledges that any awning with a water flap into a gutter may leak as well. Awnings of Hollywood, Inc., DBA American Made Awnings will provide two (2) service calls within a one year period to minimize any leaks.
- 13) All vinyl and canvas materials have a five (5) year warranty unless otherwise noted. All covers have a fifteen (15) year guarantee on the electronically sealed heat seams only. Labor costs are not covered and will be billed at our prevailing hourly rate.
- 14) The standard stitching/threads in all awning products are warranted for a period of one (1) year; however we do offer a lifetime warranty on the stitching with an upgrade to Tenara thread by Gore Industries. Unless noted, the standard thread will apply for all products.
- 15) Buyer shall have any nearby pool, spa, or Jacuzzi cleaned within twelve (12) hours after completion of work near any such structure. Flying debris from a welder or grinder may sit on the bottom of the pool, spa, or Jacuzzi and cause damage if not cleaned immediately. Awnings of Hollywood, Inc., DBA American Made Awnings is not responsible for such damage.
- 16) All canvas and vinyl awnings should be regularly cleaned and sealed. We advise consulting with your design/sales representative at Awnings of Hollywood, Inc., DBA American Made Awnings with regards to dealer recommended products prior to cleaning and sealing. Failure to do so may result in voiding the manufacturers' warranty.
- 17) ALL FIXED AWNING COVERINGS MUST BE REMOVED WHEN A HURRICANE WARNING IS ISSUED.
- 18) All retractable products carry a ten year warranty on parts only unless otherwise specified. Labor for replacement parts and service calls is not included in the warranty and will be billed at the current rate of \$100.00 per hour, per employee. This rate is subject to change. Please consult with a Customer Service Representative about the charges prior to any service request.
- 19) A charge of 1.5% per month or fraction thereof (18% per annum) shall be added to all accounts that are not fully paid upon completion and delivery of the material.
- 20) Awnings of Hollywood, Inc., DBA American Made Awnings is not responsible for the reinstallation of brick pavers when removed for column installation or for roof tiles that may be damaged by hoisting a frame to an upper elevation.
- 21) Customer is responsible for informing Awnings of Hollywood, Inc., DBA American Made Awnings in writing of any subterranean materials such as water lines, sprinkler lines, plumbing, gas pipes, electrical lines, etc. In the event the customer does not make us aware of such materials and they become damaged upon the installation of the structural components of the awning, the customer agrees to pay all costs incurred to repair or remove such items.
- 22) All repairs or replacements must be performed by Awnings of Hollywood personnel. If anyone other than Awnings of Hollywood repairs or replaces the product or any of its parts, all warranties are null and void.
- 23) All warranty claims must be made in writing to Awnings of Hollywood.
- 24) All structural components have a one (1) year warranty on the paint finish; however we do offer a five (5) year warranty on Epoxy and Powder Coat painting systems. Unless noted, the standard paint will apply for all products.
- 25) Electrical service hookup is not included in any retractable or fixed awning product. Signage is not included unless separately charged and noted on the contract.
- 26) When applicable, purchaser will supply Awnings of Hollywood, Inc., DBA American Made Awnings with a certified boundary survey of the property to pull a permit for the awning work. If the customer does not provide us with the specified survey within ten (10) days of our request, customer agrees to pay Awnings of Hollywood all costs to acquire the survey for the property.
- 27) Property owner fully understands permit obligations and accepts the purchase and the installation of the proposed awning work without us obtaining the permit. Owner will act as the contractor and agrees to obtain all permits and inspections as needed for the awning work. Signature: _____
- 28) Curtains, leg curtains, decorative leg covers, roll curtains, hanging drapes, clear roll curtains, etc. are not guaranteed. WE WILL NOT BE RESPONSIBLE FOR PROPER TIE OFF OR RIPPING ONCE THEY ARE INSTALLED.
- 29) The permit process retainer fee is NOT REFUNDABLE. A 50% deposit is required after the permit is approved and the balance is due upon completion.

ABSOLUTELY NO REFUNDS ON DEPOSITS

All details have been explained and Buyer understands and fully agrees to the terms on all pages of the contract. Absolutely no verbal changes allowed. All changes are subject to a written change order.

SIGNATURE: _____ DATE: _____

TOWN OF PEMBROKE PARK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023
Phone: (954) 966-4600 Fax: (954) 961-4760

Purchase Order

Purchase Order No. 0305339
Vendor Number 76654
Vendor Ph/Fax: (954) 924-3433

To

C & D Canvas Inc.
2016 Wilson Street
Suite E
Hollywood, FL 33020

Ship to

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

PO Date	Ship Via	F.O.B.		Terms	
09/24/2019					
Buyer Name	Freight Type	Expected Date	Vendor Contact	Remarks	Tax
FINANCE DEF	Added	09/24/2019	Dave Richardson		0.00%

Quantity	Vendor Stock #	Description	Unit Cost	Extended
1.0000		Maintenance & Repair Car Bldg & Equipmnt/ Fix Town Hall Awning (Damaged Paid for By Insurance Company)	\$1,500.0000	\$1,500.00
			Sub Total	\$1,500.00
			Discount	0.00
			Freight	0.00
			Sales Tax	0.00
			Total	\$1,500.00

Authorized Signature:

 10-15-2019

PO#: _____
Date: _____

Town of Pembroke Park
Purchase Order Requisition/Check Request

PURCHASES OF ALL MERCHANDISE AND SERVICES IN EXCESS OF \$500 MUST BE APPROVED BY THE TOWN COMMISSION

SECTION 1

PURCHASE ORDER REQUISITION NO. _____ REQUISITION DATE 09/18/2019
BIDS REQ'D: _____ RECEIVED: _____

PURPOSE OF PURCHASE: Recover existing awning (Town Hall)

Hurricane Irma Damages paid by insurance

VENDOR NAME/NUMBER: C & D Canvas, Inc

DELIVERY DATE: _____ FREIGHT TERMS: _____

METHOD OF SHIPMENT: _____

PAYMENT TERMS: _____

PO AMOUNT: \$ 1500.00

ACCOUNT NUMBER	QTY	ITEM DESCRIPTION	UNIT COST

SECTION 2

CHECK REQUEST NO. _____

REQUEST DATE: _____

DATE CHECK NEEDED: _____

PURPOSE OF CHECK REQUEST: _____

VENDOR: _____

INVOICE #: _____

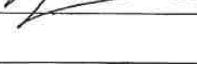
PO#/DESCRIPTION: _____

CHECK AMOUNT: _____

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
	1			

SECTION 3

APPROVALS

Department Head		Date	9/18/19	Clerk Commissioner/Commissioner	Date
Town Manager		Date		Commission Approval Date	Oct. 9, 2019
Person Submitting Form	Ramonda Greene	Date	09/18/19	Finance Department	9-23-19

PBPPOR-0201



C & D CANVAS, INC.

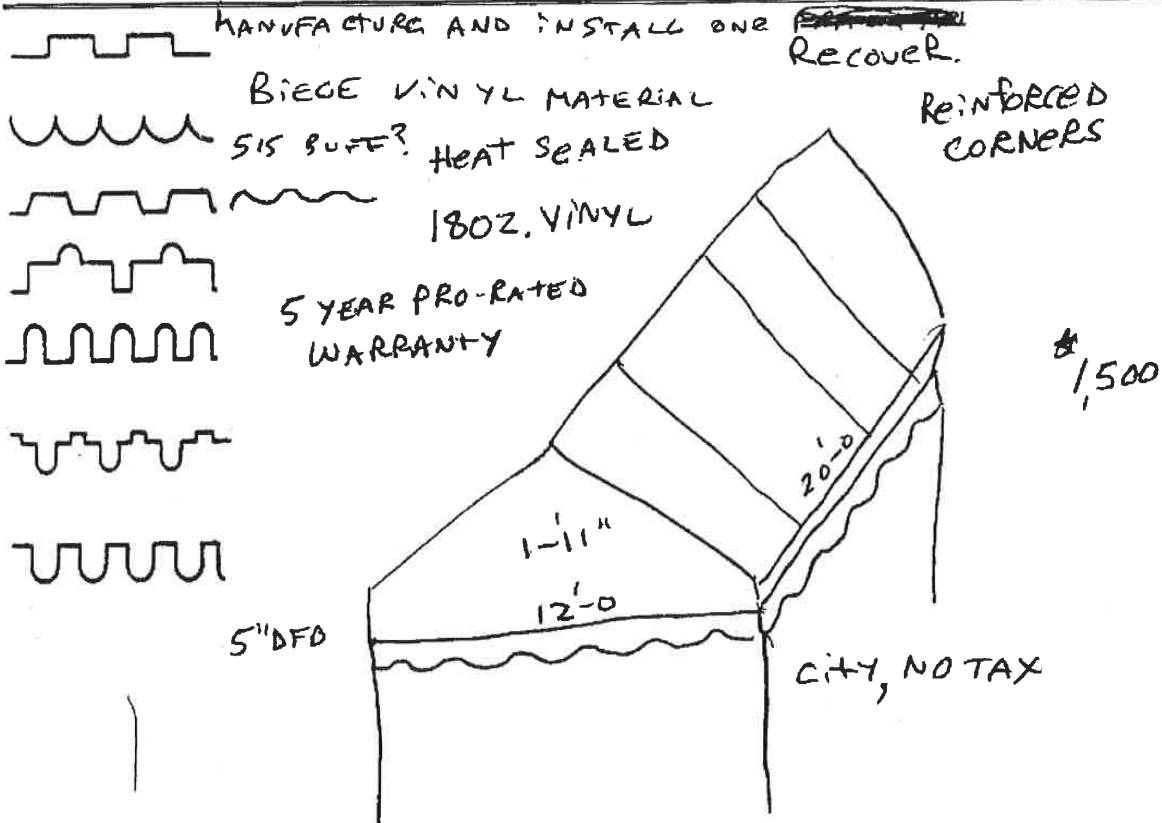
2016 Wilson Street • Suite E
Hollywood, FL 33020
PH.: (954) 924-3433 • FAX: (954) 924-3427

ATTENTION: RAMONDA

INVOICE

№ 04653

PHONE: 954-966 4600 EXT 224 RGREENE@TOWNofPembrokePark.com DATE: Sept 16, 2019
NAME: TOWN OF PEMBROKE PARK JOB NAME: _____
STREET: 3150 S.W. 52ND AVE 33023 STREET: _____
CITY: PEMBROKE PARK STATE: FLA CITY: _____ STATE: _____



50% DEPOSIT ON CUSTOM WORK

WE HEREBY PROPOSE TO FURNISH LABOR AND MATERIALS COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF \$ _____ WITH PAYMENT TO BE MADE AS FOLLOWS: _____

Note: This proposal may be withdrawn by us if not accepted within _____ days. AUTHORIZED SIGNATURE: [Signature]
ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED
DATE: _____

SIGNATURE _____

SIGNATURE _____

READ CONDITIONS OF SALE ON REVERSE SIDE.

September 14 2019

5828 Washington Street, Hollywood, FL 33023 (954) 963-7717 (954) 983-7600 North Broward (954) 760-4184 Fax (954) 963-0519	AMERICAN MADE  AWNINGS of HOLLYWOOD	South Florida's Highest Quality Awnings 1996/97 International Awning Achievement Award Members of CMD, IFAI and Construction Association
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TOWN OF PEMBOKE PARK

ATTN. ROMONA=954-966-4600 X224=-rgreene@townofpembrokepark.com

3150 SW 52 AVE

PEMBROKE PARK FL

Please take a few minutes and review the enclosures that we prepared for you. We are confident that you will be impressed with the quality of our product. We assure you our product will deliver many years of enjoyment. I am available to discuss any questions you might have. We recognize that the marketplace offers different products of varying degrees of quality, and making an important decision of this magnitude can be difficult at times. I would like to facilitate your decision making process. Our company offers the reliability, which can be expected of four generations of unsurpassed results and service. Please do not hesitate to contact me directly on my mobile @ 954-931-4666. We sincerely appreciate your time and consideration. **AWNINGS OF HOLLYWOOD IS YOUR**

ASSURANCE OF A QUALITY AWNING COMPONENT.

Recover existing awning using an 18 ounce vinyl with heat sealed seams and double reinforced corners we will also use lifetime tenara thread

RECOVER EXISTING FRAME USING BIEGE VINYL=\$1900

Regards,
Jerry Thompson
Sales Representative

RESIDENTIAL • CUSTOM FABRIC STRUCTURES • COMMERCIAL
Retractable Awnings • Pool & Patio Canopies • Interior & Exterior • All Styles & Colors



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

Agenda Request

Meeting Date:	05/13/2020
Subject:	Contract for elevator maintenance
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Stephanie Woodbury, Project Manager
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Proposed contract from Otis Elevator
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	The Town currently does not have a contract for elevator maintenance. We are using an expired contract on a month to month basis.
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	



Made to move you

OTIS MAINTENANCE

DATE: 02/05/2020

TO:

Town Of Pembroke Park
Attn: Georgina Rodriquez
3150 S. W. 52nd Avenue
Hollywood, FL 330235413

FROM:

Otis Elevator Company
5351 Nw 35th Ave
Fort Lauderdale, FL 33309

EQUIPMENT LOCATION:

Town Of Pembroke Park
3150 Sw 52nd Avenue
Pembroke Park, FL 33023

Morgan Dack
Phone: (786) 676-8327
Fax:-

PROPOSAL NUMBER: AOM972

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
2	HYDRAULIC	OTIS ELEVATOR COMPANY	BIG ELV SMALL ELV	Z57002, Z57003

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils,

- contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

PARTS INVENTORY

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and

service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

SAFETY AND ENVIRONMENT

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. We will test the firefighters' service keyswitch on a monthly basis.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate

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Page 3 of 10

these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

CONTRACT PRICE AND TERM

CONTRACT PRICE

Three hundred seventy-four dollars and seventy-two cents (\$ 374.72) per month, payable Monthly

PRICE ADJUSTMENT

The Contract Price will be adjusted based on the following schedule: There will be no price adjustment for first year of the contract. Regular price adjustment thereafter.

TERM

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Page 6 of 10

The Commencement Date will be 03/01/2020.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

Electronic Funds Transfer Payments (ACH/EFT)

Transmission Format

Accepting CTX (Corporate Trade Exchange) format only. This format allows for up to 9,999 invoices per payment and supports detailed remittance data. It allows the combining of multiple invoices on a single payment and will ensure automatic credit to your accounts, as long as the entire Otis invoice number(s) is transmitted in the exact Otis format (examples below).

Please use the IV (which stands for invoice number) Qualifier when providing the Otis invoice number.

Minimum Payment Information

The following information is required with each transmission:

- Payment Amount

- Use the IV Qualifier to provide the ENTIRE INVOICE NUMBER (12 numbers in exact Otis format).
- Example 100400125483 or 110400087253.
- Payment Date

Depository Information

Depository Institution: JP Morgan Chase
 Depository Address PO Box 31339-33631-3339, Tampa, FL 33631-3339
 Account Name: Otis Elevator Company
 Account Number: 55-20622
 Bank routing Number: 071000013
 If a wire transfer use this routing number: 021000021

Remittance Information

For each transmission, please send remittance notification to Otis Elevator Company via email at REMITTANCE@OTIS.COM or fax to 860-353-5145.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Morgan Dack
 Title: -
 E-mail: morgan.dack@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Otis Elevator Company

Approved by Authorized Representative

Date: _____	Date: _____
Signed: _____	Signed: _____
Print Name: _____	Print Name: <u>Chantel Forrest</u>
Title: _____	Title: <u>Sales Manager</u>

E-mail: _____

Name of Company _____

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: _____
(Name of Principal or Owner)

BILL TO INFORMATION

Company Name: _____

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

If yes, please provide contact info for PO renewal:

Name: _____

Fax: _____

Phone: _____

E-Mail: _____

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.



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

Agenda Request

Meeting Date:	05/27/2020
Subject:	Workshop Meeting - Town Engineer Ranking of Candidates by Commission
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Yolanda Menegazzo
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	

RANDY L. DANIEL, MSC., P.E., PMP

randyld612@gmail.com | 954-397-1556; 13178 NW 11th Place, Sunrise, FL 33323

PROFESSIONAL SUMMARY

Results-driven Civil Engineer with extensive experience in Municipal Engineering, Construction, Contract and Project Management; uses initiative and sound engineering judgement in all decisions; adaptable, articulate, self-motivated and desires joining a progressive team where I can make a difference and, ensure the highest level of service for all the citizens whom I serve.

SKILLS

- Project Management
- Capital Improvement Projects
- Prepare Plans and specifications
- Engineering Permit reviews
- Monitoring construction projects
- Traffic studies
- Contract Administration
- Effective working relationships
- Storm drainage systems
- Procurement of Engineering services
- Prepare Capital Projects' Budget
- Analytical abilities

WORK HISTORY

Engineer II | City of Plantation, FL

01/2020–Present

- Permit Reviews for Franchise & Telecommunication Companies
- City's Liaison with AT&T, FPL, COMCAST, TECO, etc.
- Flood plain management and manage Community Rating System (CRS)
- Utilize ACELA software for tracking and logging engineering permits
- Review and write recommendation reports for requests to vacate easements

Town Engineer/Project Manager | Town of Bay Harbor Islands, FL
12/2019

05/2018 –

- Review engineering permit applications, supervise field work and close out permits
- Bidding and contract administration for capital works improvement projects
- Evaluate bid responses and write evaluation reports to recommend the lowest responsive bidder
- Project Manager for Milling and resurfacing roadways, valley gutter repairs, Installation of sectional and T-liners for sewer services, and \$17.5 M Movable and Fixed Span Bridge Rehabilitation
- Review engineering reports from consultants and write memoranda to Town Manager to recommend acceptance of consultants' recommendations

- Prepare NPDES and SSES annual reports

Town Engineer/Director of Public Works | Town of Bay Harbor Islands, FL 10/2007-05/2018

- Review and approve construction plans prepared by consultant engineers and architects
- Supervised planning, design and construction of complex public works and capital works projects viz., construction of 4 story precast parking garage (\$11 M); Community Enhancements phases II and III (\$10 M); Conversion from analog water meters to automated meters (\$0.5 M); Conversion of Broad Causeway Toll Plaza to Sun Pass (\$1.0 M)
- Project manager for Installing T-Liners for sewer lateral service connections (\$1.2 M); sewer manhole lining to restore integrity and reduce infiltration; Federal Grant administered by FDOT and used to rehabilitate the ICWW Bridge (\$1.0 M).
- Prepare RFQ's for General and Bridge Engineering Consultancy Services, chair evaluation committees and prepare the recommendation reports for approval by the Town Council
- Prepare bid evaluation reports to recommend the lowest responsive bidders and present to the Town Council
- Planned and supervised routine maintenance including expansion joints, shimming of span lock guides (for the movable span), and spall repairs of the fixed spans of ICWW Bridge the Waterway Bridge and the Indian Creek Bridge
- Conduct routine inspections of the sea-walls around the Islands
- Collaborate with project stakeholders to identify and quickly resolve problems

Staff Engineer | Town of Bay Harbor Islands, FL 10/2007

01/2002 -

Project Manager for:

- CIPP lining of VCP sewer mains
- T-Liners for sewer laterals
- Sewer manhole lining to restore integrity and reduce infiltration
- Demolition and reconstruction of the West Relief Bridge (# 875102)
- Lane Widening of the Broad Causeway Toll Plaza
- Construction of new playground facilities;
- Replace main sewer submersible pumps to comply with NAPOT;
- Replace cast iron sewer force main
- Evaluation of Technical and Economic proposals for the selection of Design and Construction Supervision Consultants
- Evaluation of construction bids for the selection of Contractors
- Closely collaborated with project stakeholders to identify and quickly resolve problems
- Develop list of Stakeholders and develop a Stakeholder engagement plan.
- Convene meetings with stakeholders to resolve project issues and improve projects' efficiency

EDUCATION

- **Bachelor of Science:** Civil Engineering (University of the West Indies)
BSc. Civil Engineering
Discipline: Environmental Engineering
- **Master of Science:** Civil Engineering (University of the West Indies)
MSc. Construction Engineering and Management
Thesis: Low Cost Road Strategies

CERTIFICATIONS

- State of Florida Professional Engineer; License # 69107
- Project Management Professional; PMP # 2644872
- Class 3 Water Distribution License; License # DS 0024323
- NIMS I-100b & I-700a

MEMBERSHIPS

- American Society of Civil Engineers
- Project Management Institute
- Association of Flood Plain Managers

REFERENCES

1. Melissa Cruz
Town of Bay Harbor Islands
Assistant Town Manager/ Finance Director
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
mcruz@bayharborislands-fl.gov
Telephone: 1-305-866-6241
2. Mr. Mike Seleno, P.E.
Hardesty and Hanover, LLP
1000 Sawgrass Corporate Parkway, Suite 544
Sunrise, FL 33323
fl@hardestyhanover.com
Telephone: 1-954-835-9119
3. Michael J. Miller, AICP
Michael Miller Planning Associates
Town Consultant Planner
7522 Wiles Rd. # 203
Coral Springs, FL 33067
mmiller@michaelmillerplanning.com

Telephone: 1-954-757-9909



DINCER AKIN OZAYDIN

3690 INVERRARY DRIVE, UNIT 2G ▪ LAUDERHILL, FLORIDA 33319

954.736.6983 AKINOZAYDIN@HOTMAIL.COM

AREAS OF FOCUS: GOVERNMENT AGENCIES

"Akin demonstrated diligence and consistent hard work in his overall job functions that he continues to reap success. This success is evident in the significant reduction of delinquent permits and reports (over 29%) compared to last year. His timely plan review, permit approval, and follow-up action have brought the section's work effort to a more manageable level."

-ALFRED REID
Chief Engineer, Broward County

QUALIFICATIONS PROFILE

Hands-on and proactive professional with in-depth knowledge of several administrative practices and procedures associated with public works management.

- Exemplify aptitude in establishing and maintaining satisfactory working and public relationships with staff, city officials, and the public.
- Adept at providing technical support to residents, contractors, consultants, boards and agencies concerning installation and development of roads, as well as in overseeing capital improvement projects, such as planning, directing and implementing city public works and construction projects.
- Possess skills in developing long-term public work plans and programs, and in making sound professional decisions on matters related to major policy and complex administrative and technical engineering problems.
- Proficient in Microsoft Word, Excel, PowerPoint, Posse, CD- Plus, & Auto-CAD.

EDUCATION

MASTER OF BUSINESS ADMINISTRATION: 2000-2002
EVEREST UNIVERSITY -TAMPA, FL

ENGINEER | CIVIL ENGINEER: 1994-1998
BALIKESIR UNIVERSITY OF ENGINEERING -BALIKESIR, TURKEY

PROFESSIONAL EXPERIENCE

CITY OF NORTH MIAMI-PUBLIC WORKS DEPT.-North Miami, FL CITY ENGINEER, P.E., G.C.	20017-Current
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Responsible for review, approval and permitting of all civil plans submitted to the City for construction. Work closely with Building Department to permit private development projects. Developed the City's engineering and construction site permitting process. Coordinated, reviewed, and permitted plans for all outside agency working within City limits to ensure quality of work and to protect the interests of the City and its residents. Coordinated with utilities division on several maintenance projects handling drainage, utilities, and roadways repairs, providing engineering insight and support.

- Organizes, directs and coordinates, through division management staff, the functions and activities such as maintenance of streets, right-of-way operations, fleet operations, storm sewers and municipal buildings; Supervises the design and construction of public works projects and works with consulting engineers in the design of such projects; Prepares estimates, detailed plans and specifications for repairs and improvements.
- Directs building maintenance, expansion and construction programs; Attends City Council meetings and attends meetings of other governmental agencies representing the department; the City, as required; Directs the maintenance of City maps and related records.
- Prepares and administers departmental budget with division management; Coordinates activities with private contractors, utilities and other governmental agencies.
- Maintains liaison with other government jurisdictions, exchanges and correlates data and keeps abreast of current developments in the field; Reviews existing organizational patterns, work relationships, space utilization and data reporting systems; Promotes effective operations through standardization, improvement, simplification and installation of new operating systems.
- Represents the department head with full authority in making special investigations and gathering information; Coordinates activities of department divisions.

CITY OF OAKLAND PARK -ENGINEERING AND COMMUNITY DEVELOPMENT DEPT. -Oakland Park, FL ENGINEER/PROJECT MANAGER/ASSISTANT TO THE CITY ENGINEER, P.E.	2014-2017
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Responsible for review, approval and permitting of all civil plans submitted to the City for construction. Work closely with Building Department to permit private development projects. Developed the City's engineering and construction site permitting process. Coordinated, reviewed, and permitted plans for all outside agency working within City limits to ensure quality of work and to protect the interests of the City and its residents. Coordinated with Public Works Department's streets and utilities division on several maintenance projects handling drainage, utilities, and roadways repairs, providing engineering insight and support.



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- Reviews all development projects for compliance with all applicable City Codes with respect to Engineering issues; develops methods, systems, and processes for administration of various aspects of development review by Engineering & Coordinates and ensures appropriate permitting by outside agencies for all public and private development projects as required.
- Supervises inspection of construction of public and private development improvements for adherence to City Codes and regulations.
- Develops agenda items necessary for administration of Development Projects.
- Creates reports that identify status of development projects for presentation to Engineering and Community Development Department. Reviews plans for conformity with all codes and regulations and ensures recording of all right of way and easement documents with the County.
- Develops and assists in development of standard drawings and general notes to be included in all construction projects; participates in and administers the engineering aspect of the building permit process.
- Conducts field and office studies to acquire information for the construction, alteration and maintenance of public works infrastructure.
- Makes engineering calculations necessary to complete designs, specifications, cost and materials estimates and other engineering features; determines the most practical, economic and feasible materials required to complete specific projects.
- Investigates the engineering feasibility, and cost of proposed projects.
- Acquires permits from all applicable agencies where required.
- Confers with design engineers, consultants and contractors on design changes to resolve field problems; recommends major design changes to supervisors. Computes work progress for partial payments to contractors of cost estimates.
- Confers with architects and engineers in explaining and interpreting design, and contract requirements; Attends and writes reports of meetings; maintains comprehensive project documentation; schedules and conducts meetings with consultants, contractors and sub-contractors.
- Manages several projects simultaneously in various phases of development including planning, design, building start-up, construction management, inspection and warranty administration including recommendations for approval/disapproval of pay requests, change orders, etc.
- Reviews and recommends change of orders for additions to, or deletions from approved drawings and specifications. Prepares a variety of correspondence to contractors, consulting engineers and architects, governmental agencies and organizations and others regarding the interpretation of specifications, policy determination, approval of materials and equipment, and workmanship standards.
- Receives, reviews, prepares and/or submits various records and reports including purchase requisitions, budget documents, activity and technical reports, invoices, correspondence, grant applications, graphs and charts, etc.
- Interacts and communicates with various groups and individuals such as Public Works personnel, City department directors, employees, regulatory agencies, community groups, and the public when required.
- Addresses the complaints by citizens pertaining to damage, inconvenience or nuisance created by construction work.

BROWARD COUNTY –EPGMD –Plantation, FL
ASSISTANT CHIEF ENGINEER(ENGINEER II), P.E.

2006-2014

Evaluate all engineering plans designed for city, county, state and private facilities. Communicate and work with license coordinators and inspectors in order to acquire necessary information for facilities for the state and local codes. Notify the public about any modifications in state and local codes. Prepare and submit technical reports for the facilities, and send appropriate inspectors to the facilities. Utilize GIS system according to construction activity to monitor well-field zones.

- Develops and updates technical support procedures for the Division.
- Coordinates the receipt of environment protection improvements through developer's agreements; oversees adjustments in the engineering plan.
- Inspects construction projects for compliance with approved plans, specifications.
- Meet with citizens and developers to discuss County codes and regulations, resolve concerns, and coordinate operations. Assists in the development and implementation of the division's strategic plan.



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SPACE COAST TRUSS INC. -DELRAY BEACH, FL
AMERICAN TRUSS INC. -POMPANO BEACH, FL
TRUSS ENGINEER/MAN.

2002-2006

Devised and estimated structural components in accordance to state and local codes. Checked and assessed architectural drawings to allow and refuse the structural design.

- Design construction projects prepared by consultant engineers and architects, prepare repair orders.
- Performed field measurements and estimated structural element cost
- Provided assistance to staff for the structural elements of the construction project.

REFERENCE

Lynn Gervasi, Vice President of Human Resources of North West Medical Center

Mathew Sparks, City of Oakland Park Mayor

Ronald Desburnes, City of Lauderdale Lakes Public Works Director

CARLOS PLACERES, P. E.

3130 S.W. 133 COURT
Miami, Florida 33175
Tel (305)225-7456
cplaceres@bellsouth.net

CAREER OBJECTIVE

Construction Engineer Manager with responsibilities in Project Development and Project Management.

LICENSES

State of Florida Certified General Contractor – License No. 1506147

State of Florida Professional Engineer – License No. 54848

EXPERIENCE

2003-Present Placeres Construction, Inc.

Miami, FL

Principal in charge of Engineering and Construction

- Responsibilities include directing a professional engineering and construction firm providing design and build projects. The scope of work includes design and construction of residential, commercial and industrial facilities. Additional responsibilities are company marketing strategies, presentation to customers, and company financial operation. Practical experience in project management, complete administration of work from design to construction phase.

2002-2003 Miami Dade General Services Administration Dept.

Miami, FL

Senior Professional Engineer

- Project manager of new construction and renovations for Miami Dade County facilities. Experience in complete lifecycle project management from start to finish. Activities include providing county departments new construction project Estimates/reports, construction documents design/specifications, and bid documents coordination. Management of professional project consultants and contractors. Supervision of department staff in multiple projects. Professional strength in areas of unsupervised project development, computer aided design (CAD), project scheduling and customer interpersonal skills.

2000-2001 Miami Dade Planning and Zoning Department

Miami, FL

Professional Engineer

- Responsibilities include assessing and collecting all impact fee revenues for new construction in Miami Dade County. The scopes of my work include review and analyze new construction documents (plans) of residential, commercial and industrial facilities. Additional responsibilities are credit agreement reviews, DRI/DIC enterprise zone analysis, customer interaction, and section revenue report generation for various departments. Practical experience in project management, complete administration of work from start to finish.

1994-1999 Miami Dade Water and Sewer Department

Miami, FL

Field Engineer

- Field Engineer in charge of all Treatment Plant Facilities throughout Miami Dade County. Responsibilities include process control and systems automation of all the water collection facilities. New field equipment evaluation analysis and system performance for facilities under construction or upgrades. Proven skills in field supervision, evaluating of field personnel, labor relations, negotiations, material scheduling and expediting; purchasing materials and vendor subcontracts. Additional workload consist of reviewing best management practices using a SCADA system to collect remote data for field instrumentation, field inspection, field flow measurement verifications, customer interaction, documentation, report writing and analytical problem solving.

1993-1994 Motorola Land Mobile Sector

Ft. Lauderdale, FL

Consultant Engineer

- Consultant engineer in charge of automating the industrial electrical controls and instrumentation of the manufacturing floor for the MIRS radio system. Develop ATE's and process controllers for this product. Increased throughput of product in integration and testing phases. Therefore reducing product assembly and testing cost.

1988-1993 Allied Signal Aerospace Company

Ft. Lauderdale, FL

Senior Design Engineer

- Senior engineer in charge of designing industrial electrical controls and instrumentation for avionics products. Develop process controllers and automatic test equipment. Given full responsibility to head industrial new projects including such areas as estimating, project manager, customer relations, subcontracts, engineering expediting purchasing and cost control. Daily activities consisted of presentations, project proposals and for avionics equipment. Experience in quality control analysis and administration; job cost

analysis, specification interpretation and negotiating. Demonstrated management competence and broad engineering comprehension by coordinating diverse engineering disciplines to effect optimum results in adhering to completion schedule.

1986-1988 Martin Marietta Aerospace Company

Orlando, FL

Design Engineer

- Design engineer in charge of designing electrical controls and instrumentation for military products. Responsibilities include field equipment development and follow up support for military application products. Training military personnel on use of field equipment for aerospace products. Develop field maintenance manuals for military aerospace products. Field liaison person between customer product requirements and company.

EDUCATION

1999

Miami, Florida

- Principles and Practice of Engineering Exam (PE)

1997

Miami, Florida

- Fundamental of Engineering Exam (EIT)

1993

Fort Lauderdale, Florida

- Total Quality Leader Certified (TQL)

1985

Miami, Florida

- Florida International University – College of Engineering and Design
Degree: Bachelor of Science in Electrical Engineering

PROFESSIONAL ORGANIZATIONS

- Member of the Institute of Electrical and Electronic Engineers (IEEE)
- Member of the National Vocational Technical Honor Society
- Member of the ETA International

References and other information available upon request



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

Agenda Request

Meeting Date:	05/27/2020
Subject:	Workshop Meeting - Agro Eco & Community Garden Discussion - Duties & Workload
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Yolanda Menegazzo
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	The Agro Eco & Community Garden requires maintenance and regular administrative duties.
Background:	
Discussion/Analysis:	HR has conducted a job analysis of the position and is making recommendations on the distribution of duties/responsibilities.
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	



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

Agenda Request

Meeting Date:	05/27/2020
Subject:	Personnel Manual adoption
Initiated by:	☒ City Commission ☐ City Attorney ☐ City Manager / Staff
Prepared by:	Name & Title: Clerk Commissioner Jacobs
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	Discussion on how to proceed with the adoption of the personnel manual.
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	

**BROWARD COUNTY ADMINISTRATOR'S
EMERGENCY ORDER 20-12**

WHEREAS, COVID-19, a respiratory illness caused by a virus that spreads rapidly from person to person and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of Broward County;

WHEREAS, on March 1, 2020, Governor DeSantis declared a Public Health Emergency as a result of COVID-19, and on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency as a result of COVID-19;

WHEREAS, on March 10, 2020, I declared a Local State of Emergency;

WHEREAS, on March 11, 2020, the World Health Organization declared the spread of COVID-19 to be a global pandemic;

WHEREAS, on March 13, 2020, President Trump declared a national emergency concerning COVID-19;

WHEREAS, to reduce the spread of COVID-19, the United States Centers for Disease Control and Prevention ("CDC") and the Florida State Department of Health recommend implementation of community mitigation strategies to increase containment of the virus, including cancellation of large gatherings and social distancing of at least six (6) feet between persons in smaller gatherings;

WHEREAS, on March 10, 2020, the Broward County Board of County Commissioners authorized me to take any appropriate and necessary action to protect the health and safety of Broward County residents and visitors in connection with COVID19, and other emergency powers, including under the state-approved emergency management plan, had previously been delegated to me (as further outlined below);

WHEREAS, on March 30, 2020, Governor DeSantis issued Executive Order 20-89 ordering Broward, Palm Beach, and Monroe counties to “restrict public access” to all businesses deemed non-essential pursuant to the guidelines published by Miami-Dade County in its Emergency Order 07-20, as modified by amendments prior to March 30, 2020 (collectively, the “Miami-Dade Emergency Order 07-20”);

WHEREAS, on April 1, 2020, Governor DeSantis issued Executive Order 20-91, ordering all persons in Florida to limit their movements and personal interactions outside their homes to only those necessary to obtain or provide essential services or conduct essential activities;

WHEREAS, on April 9, 2020, I issued Broward County Emergency Order 20-06, as required by the Governor’s Executive Order 20-89, restricting public access to businesses and facilities deemed nonessential pursuant to the guidelines established by Miami-Dade Emergency Order 07-20;

WHEREAS, Broward County took additional steps to minimize the spread of COVID-19 and avoid harm to the South Florida community, including closing parks, golf courses, and other recreational amenities in Broward County (Broward County Emergency Orders 20-04 and 20-05), and requiring facial coverings when obtaining essential services and during in-person interactions with the public by persons providing essential services (Broward County Emergency Order 20-07, as amended);

WHEREAS, on April 28, 2020, as part of a coordinated effort with the local municipalities and the adjoining counties, I reopened certain parks, golf courses, and other recreational facilities in Broward County pursuant to the guidelines in Broward

County Emergency Order 20-08, as amended by Broward County Emergency Order 20-09;

WHEREAS, on April 29, 2020, Governor DeSantis issued Executive Order 20-112, establishing Phase 1 of a step-by-step plan for Florida's recovery, and adding (for counties other than Broward, Miami-Dade, and Palm Beach) certain additional services to the activities previously permitted for individuals under Executive Order 20-91, including on-premises consumption of food and beverage at restaurants, operation of in-store retail, and opening of museums and libraries, subject to certain limitations and conditions;

WHEREAS, on May 9, 2020, Governor DeSantis issued Executive Order 20-120, authorizing (for counties other than Broward and Miami-Dade) certain licensed professionals, including barbers and cosmetologists, to provide personal services as part of Phase 1;

WHEREAS, on May 14, 2020, Governor DeSantis issued Executive Order 20-122 permitting Broward and Miami-Dade Counties to participate in the Phase 1 reopening identified in Executive Order 20-112, Executive Order 20-120, and any future orders pertaining to Phase 1 and the phased reopening of Florida;

WHEREAS, having consulted with the Governor and obtained the Governor's approval of this approach, and after consideration of the risks and opportunities and the guidance and recommendations by the CDC and other medical professionals, I find it appropriate to allow all businesses, except as expressly closed herein, to resume operations subject to the restrictions in this Emergency Order; and

WHEREAS, many aspects of COVID-19 remain unknown, but what is known is that the virus spreads easily and can be deadly; medical experts strongly advise that reopening of communities include full observance of the social distancing, facial covering, and sanitation requirements stated in the CDC Guidelines and reflected in Broward County Emergency Order 20-07, as amended, by both the operator of the establishment and by persons patronizing the establishment, in order to minimize the risk of a dramatic increase in infections that might overwhelm the available public health resources and require reclosure of public amenities, restaurants, and stores,

NOW, THEREFORE, I, Bertha Henry, the Broward County Administrator, pursuant to my emergency authority under Sections 8-53 and 8-56 of the Broward County Code of Ordinances, as well as the authority granted to me by the Declaration of Emergency issued by Governor DeSantis in Executive Order 20-52, by Chapter 252, Florida Statutes, by the Board of County Commissioners, and by the Broward County Comprehensive Emergency Management Plan, hereby order as follows:

Section 1. Businesses/Services Permitted to Operate.

Except for those establishments listed in Section 2 below, every nonprofit, retail, and commercial establishment and any other facility doing business, providing goods or services, or providing an amenity (hereinafter, "establishment" as used throughout this Emergency Order) in Broward County may open, subject to compliance with the following:

- A. The facial covering requirements in Section 3 below;
- B. The following guidelines, to the extent applicable to the type of establishment (specific uses operating within any such establishment, such as restaurants or retail, must also meet the guidelines for each such specific use):

- i. General Requirements for All Establishments: **Attachment 1**;
- ii. Restaurants and Food Establishments: **Attachment 2**;
- iii. Retail Establishments: **Attachment 3**;
- iv. Personal Services: **Attachment 4**;
- v. Movie Theaters: **Attachment 5**;
- vi. Community Rooms, Fitness Centers, and Gyms in Housing Developments: **Attachment 6**;
- vii. Museums: **Attachment 7**;
- viii. Parks in Broward County Limited Reopening Guidelines: **Attachment 8**;
- ix. Boating and Marine Activities Requirements: **Attachment 9**;
- x. Golf Course Limited Reopening Requirements: **Attachment 10**;
- xi. Pool Decks, Pools, And Other Residential Recreational Amenities in Housing Developments: **Attachment 11**;
- xii. Public Community Pools and Private Club Pools: **Attachment 12**.

C. The owner or operator consents to the entry of County and municipal personnel into areas open to the public on the establishment's property for the sole purpose of inspection for compliance with this order and any other applicable Broward County Emergency Order or Executive Order of the Governor.

To the greatest extent practical, and notwithstanding the establishments permitted to operate under this Emergency Order, all establishments are encouraged to perform remote operations and permit personnel to utilize teleworking or other remote working methods as much as possible.

Section 2. Businesses and Establishments that Remain Closed.

The following businesses/establishments remain closed:

A. Bars, pubs, night clubs, banquet halls, cocktail lounges, cabarets, and breweries, except for food take-out or delivery services or as expressly allowed by an applicable Executive Order of the Governor;

B. Movie theaters, concert houses, auditoriums, playhouses, bowling alleys, and arcades, except existing licensed outdoor movie theaters (drive-in only) as expressly authorized in this Emergency Order;

C. Vacation rentals;

D. Hotels, motels, and other commercial lodging establishments are closed in terms of they shall not accept any new reservations for persons other than Essential Lodgers, who are defined as follows: (1) healthcare professionals; (2) first responders; (3) National Guard members; (4) law enforcement; (5) state or federal government employees; (6) airline crewmembers; (7) patients; (8) patients' families; (9) journalists; (10) others providing direct services in response to COVID-19; (11) displaced residents or visitors dislodged from local lodging due to the COVID-19 crisis; (12) persons utilizing hotels as transitional living arrangements; (13) persons sheltering in hotels due to domestic violence; (14) hotel employees, service providers, and contractors; or (15) Broward County residents who, for any reason, are temporarily unable to reside in their home due to exigent circumstances;

E. Pools and hot tubs, except as expressly authorized in this Emergency Order;

F. Tattoo parlors;

G. Massage parlors (except healthcare facilities where massages are performed by licensed therapists for medically necessary reasons and in compliance with all of the applicable conditions in Section 5 of the Governor's Executive Order 20-112);

H. Commercial gyms and fitness centers; and

I. Any other establishment required to remain closed by applicable Executive Order of the Governor.

Section 3. Facial Coverings.

The following facial covering requirements shall apply for all establishments, including all establishments providing essential services, essential businesses, or amenities permitted to operate in Broward County. Social distancing requirements must be maintained whenever possible even when facial coverings are worn; facial coverings are in addition to, and not a substitute for, appropriate social distancing. The facial covering requirements of Emergency Order 20-07 are hereby amended and replaced in their entirety with the following.

A. Persons for whom Facial Coverings are Required. Except as stated in Section 3.B immediately below, facial coverings must be worn by the following persons:

- 1) All persons in an establishment of any type that is permitted to operate under any Executive Order of the Governor or any Broward County Emergency Order, during in-person interactions with the public;
- 2) Members of the public when obtaining any good or service or otherwise visiting any business or establishment, including entering, exiting, and otherwise moving around within the establishment;

3) Any worker involved in the preparation of food is required to wear a facial covering regardless of whether they are conducting in-person interactions with the public, unless doing so would pose a hazard or health issue;

4) To the extent expressly required by any Executive Order of the Governor or any Broward County Emergency Order, which may include additional facial covering requirements for specific activities.

B. Persons for whom Facial Coverings are Not Required. The following persons are not required to wear facial coverings:

1) Children under the age of two (2) should not wear a facial covering, and any child while under the custody of a licensed childcare facility, including daycare centers, is not required to wear a facial covering;

2) Persons who have difficulty breathing or a medical condition that otherwise makes the wearing of a facial covering unsafe;

3) Persons receiving goods or services from a business or establishment for the shortest practical period of time during which the receipt of such goods or services necessarily precludes the wearing of a facial covering (such as eating or receiving a facial grooming);

4) Public safety, fire, and other life safety personnel, as their personal protective equipment requirements will be governed by their respective agencies;

5) Any worker involved in the preparation of food only if doing so would pose a hazard or health issue;

6) Persons for whom wearing a facial covering is subject to a religious objection; and

7) Persons subject to an express exception in an applicable Executive Order of the Governor or a Broward County Emergency Order, solely while engaging in the expressly excepted activity.

C. Facial Covering Guidelines. Facial coverings should cover the nose and mouth and comply with the CDC recommendations on selection, use, and sanitation of such coverings, which may be found at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>.

Facial coverings and other disposable personal protective equipment such as masks and gloves must be discarded properly; littering of facial coverings or other personal protective equipment is prohibited. As stated above, facial coverings requirements are in addition to, and not in place of, any social distancing requirements imposed by any applicable orders. The provisions of this Emergency Order shall serve as minimum standards, which must be adopted by all establishments as a condition precedent to operating.

Section 4. Applicability; Severability.

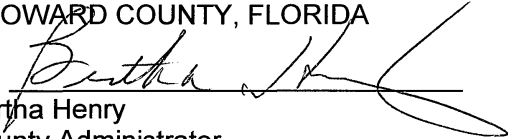
This Emergency Order supersedes and replaces any contrary provision in any prior Broward County Emergency Order. Except as superseded, all Broward County Emergency Orders remain in full force and effect. This Emergency Order applies to incorporated and unincorporated areas within Broward County, but has no application outside of Broward County. The provisions of this Emergency Order shall serve as minimum standards, and municipalities within Broward County may establish more stringent standards within their jurisdictions, to the extent permitted by law. Any provision(s) within this Emergency Order that (i) conflict(s) with any state or federal law

or constitutional provision, or (ii) conflict(s) with or are superseded by a current or subsequently-issued Executive Order of the Governor or the President of the United States solely to the extent such Executive Order (a) expressly preempts the substance of this Emergency Order or (b) imposes stricter closures than set forth herein, shall be deemed inapplicable and deemed to be severed from this Emergency Order, with the remainder of the Emergency Order remaining intact and in full force and effect. To the extent application of some or all of the provisions of this Emergency Order is prohibited on the sovereign land of a federally or state recognized sovereign Indian tribe, such application is expressly excluded from this Emergency Order.

Section 5. Effective Date; Duration.

This order shall be effective as of 12:01 a.m. on Friday, May 22, 2020. This Emergency Order shall expire upon the expiration of the existing State of Local Emergency, as same may be extended by subsequent order or declaration, unless earlier terminated by subsequent Emergency Order.

BROWARD COUNTY, FLORIDA

By: 
Berna Henry
County Administrator

RECEIVED AND FILED in the Records, Taxes and Treasury Division on this 21st day of May, 2020, at 9:45 a.m./p.m.



Index of Attachments

- Attachment 1: General Requirements for All Establishments
- Attachment 2: Restaurants and Food Establishments
- Attachment 3: Retail Establishments
- Attachment 4: Personal Services
- Attachment 5: Movie Theaters
- Attachment 6: Community Rooms, Fitness Centers, and Gyms in Housing Developments
- Attachment 7: Museums
- Attachment 8: Parks in Broward County Limited Reopening Guidelines
- Attachment 9: Boating and Marine Activities Requirements
- Attachment 10: Golf Course Limited Reopening Requirements
- Attachment 11: Pool Decks, Pools, And Other Residential Recreational Amenities In Housing Developments
- Attachment 12: Public Community Pools and Private Club Pools

ATTACHMENT 1
GENERAL REQUIREMENTS FOR ALL ESTABLISHMENTS

All establishments that have on-site operations must comply with the following:

A. General Business Requirements.

1. Ensure compliance with the guidelines from the Centers for Disease Control and Prevention available at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing.html> (referred to as the "CDC Guidelines") and all additional requirements stated in this Emergency Order.
2. Establish and continue communication with local and State authorities to determine current mitigation measures in your community.
3. Whenever feasible, allow employees to telework or establish a rotation or staggered schedule to reduce the number of employees working on site. Where telework is not possible, consider how your current workspace can be reconfigured by installing physical barriers or implementing other measures that allow for social distancing.
4. To the extent possible, implement flexible sick leave policies and reiterate existing sick time and paid time off policies to discourage employees from coming to work if they feel ill.
5. Develop a plan for monitoring your employees' health, with a particular focus on COVID-19 symptoms, with the goal of preventing ill employees from working.
6. Establish contingency plans for the handling of a positive case of COVID-19 in your workplace. OSHA's guidelines give specific steps on how to manage and isolate employees displaying COVID-19 symptoms (<https://www.osha.gov/Publications/OSHA3990.pdf>).
7. Develop or update your employee contact system (e.g. phone tree, social media, texting) so you have a way to quickly reach all staff if there is a workplace COVID-19 exposure.
8. Ensure that employees wear facial coverings in the workplace when within six feet of someone else and when required by Broward Emergency Order 20-12. Social distancing of six feet should be practiced to the maximum extent possible, even when facial coverings are worn.
9. Require customers, clients, and other visitors to the business to wear facial coverings in accordance with Broward County Emergency Order 20-12.
10. Limit the number of employees simultaneously using employee common areas.

11. Deep clean the establishment at least once every twenty-four hours.
12. Provide hand-sanitizing stations or supplies throughout the workplace.
13. Establishments that utilize shopping carts or baskets must establish and implement sanitation protocols to disinfect these items prior to each new customer use.
14. Enforce the CDC's health and safety guidelines when employees return to work. Provide employee training on safety measures, including proper use of personal protective equipment and social distancing.
15. Communicate clearly all plans and policies you develop regarding PPE, social distancing, and employee health monitoring to your staff, customers, vendors, partners, and other interested parties. Post CDC signage in public locations emphasizing measures to "Stop the Spread" and to exercise social responsibility. Take the time to answer any questions and concerns.
16. Establishments must display signs setting forth the rules and the establishment's expectation that all persons shall comply with those rules.
17. Social distancing requirements do not apply to members of the same household.

ATTACHMENT 2
RESTAURANTS AND FOOD ESTABLISHMENTS

Restaurants and food establishments are permitted to open provided all such operations (a) are consistent with the guidelines stated in Emergency Order 20-12 and this Attachment 2; (b) comply with the CDC Guidelines, including the six foot (6') distancing requirement; and (c) comply with the following capacity limitations: indoor seating areas must not exceed fifty percent (50%) of the maximum indoor seating capacity of the establishment (or the maximum capacity permitted by the applicable Executive Order of the Governor, if less); total indoor and outdoor seating (defined as areas with exclusively open-air customer seating) combined shall not exceed existing total maximum occupancy (100%) for the establishment. Outdoor seating areas shall be subject to any additional limitations imposed by the applicable municipality, and nothing in this Emergency Order precludes any municipality from waiving or modifying municipal regulations regarding outdoor seating restrictions.

All tables and chairs, whether indoor or outdoor, shall be at least six feet apart between parties (at their closest point); bar counters shall remain closed to seating. Patrons are prohibited from congregating at the bar counters or elsewhere. Parties shall be limited to no more than ten (10) persons. Drive-through, curbside take out, or delivery service may continue in accordance with CDC Guidelines and all applicable Broward County Emergency Orders. Social distancing requirements do not apply to members of the same household.

A. Operations Requirements.

1. Establishments shall comply with the following capacity limitations: indoor seating areas must not exceed fifty percent (50%) of the maximum indoor seating capacity of the establishment; total indoor and outdoor seating (defined as areas with exclusively open-air customer seating) combined occupancy shall not exceed existing total maximum occupancy (100%) for the establishment.

2. Ensure adequate supplies to support healthy hygiene practices for both employees and customers, including soap, hand sanitizer with at least 60 percent alcohol, and tissues, and make hand sanitizer readily available to guests. Signs on how to stop the spread of COVID-19, including signs on properly washing hands, everyday protective measures, facial coverings, and social distancing should be conspicuously posted.

3. To the extent possible, restaurants and food establishments shall provide single use disposable one-time menus, utilize chalkboard menus, digital menus that are sanitized after each use, other digital menu options available on a personal device, or other means to avoid customers sharing such items.

4. Whenever possible, use disposable (and when possible, biodegradable) food service items (utensils, dishes, etc.) and single serving seasonings and condiments to avoid customers sharing such items. If disposable items are not feasible, ensure that all non-disposable food service items are handled with gloves and are washed in between each customer usage with dish soap and hot water or in a dishwasher. Establishments must use packets or pre-rolled bags or wraps of utensils and eliminate table presets. Avoid using food and beverage implements brought in by customers.

5. Use touchless payment options whenever available. Ask customers and employees to exchange cash or card payments by placing on a receipt tray or on the counter rather than hand to hand. Sanitize any pens, counters, or hard surfaces between each use.

6. Ensure that ventilation systems operate properly to provide adequate air circulation in all parts of the facility and increase circulation of outdoor air as much as possible by opening windows and doors, using fans, or other methods.

7. Provide physical guides, such as tape on floors or sidewalks, to ensure that customers remain at least six feet apart when in lines. Ask customers to wait in their cars or away from the establishment while waiting for a table or to pick up food. If possible, alert patrons on their cellphone that their table or food is ready to avoid use of restaurant provided "buzzers." Post signs to inform customers of food pickup protocols.

8. Use placards or other easily visible means to identify tables closed due to social distancing and to identify tables that have been sanitized and are ready for the next use.

9. Restrict the number of employees in shared spaces, including kitchens, break rooms, and offices to maintain at least a six-foot distance between people if possible; when a six-foot distance cannot be maintained, employees must wear facial coverings. Where possible, stagger workstations instead of having employees standing opposite one another. If there is a break room, limit the number of employees simultaneously allowed inside.

10. Wherever possible, install physical barriers, such as sneeze guards and partitions, at cash registers, check-in stations, food pickup areas, and other areas where consistently maintaining physical distance of six feet is difficult.

11. Ensure that all suppliers and third-party delivery staff are aware of social distancing requirements.

12. Child or adult gaming and play spaces located in dining establishments shall remain closed.

13. Consider options for a reservations-only model or to have dine-in customers order ahead of time to limit the amount of time spent in the establishment.

14. Buffets and salad bars are to remain closed. Self-service drink stations must provide single use tissues or wipes to use the equipment, and the stations must be washed and sanitized frequently. Remove cut fruit, unwrapped utensils, and unwrapped straws from drink stations.

B. Sanitation and Safety Requirements.

1. Employers must enforce hand washing and use of facial coverings by employees in accordance with Broward County Emergency Order 20-12. This includes the requirement that all staff who have direct customer contact must wear facial coverings when in direct contact with customers. All employees handling food must wear facial coverings consistent with Broward County Emergency Order 20-12. Food preparers are also required to wear gloves while handling food.

2. Clean and disinfect frequently touched surfaces (for example, door handles, workstations, cash registers), and frequently shared objects (for example, payment terminals, tables, countertops/bars, receipt trays, pens, condiment holders, and any re-used menus) between each use. Tables and other dining areas must be sanitized after each use. Host stations must be sanitized at least hourly. Use products that meet EPA's criteria for use against COVID-19 and that are appropriate for the surface.

3. Restrooms must be sanitized no less frequently than hourly.

4. Implement procedures to increase how often you clean and sanitize surfaces in the back-of-house (non-public areas of the establishment). Ensure that disinfectants used on food contact surfaces are appropriate and do not leave a toxic residue.

5. Train all employees in the above safety protocols, in addition to the importance of frequent handwashing, and give them clear instructions to avoid touching hands to face.

6. Conduct daily health checks (e.g., temperature and symptom screening) of employees in accordance with the Governor's EO 20-68 and in accordance with any applicable privacy laws and regulations. Remind employees to report any illness to their manager and have them verify that they have not had any COVID-19 symptoms each day prior to them coming to work.

7. Employees with symptoms of COVID-19 (fever, cough, or shortness of breath, among others) at work should immediately be sent home. Provide with or refer sick staff members to the CDC guidelines and advise them not to return until they have

met the CDC's criteria to discontinue home isolation. Sick employees not exhibiting COVID-19 symptoms should also be immediately sent home and not be allowed to return until they are symptom-free.

8. Notify local health officials, staff, and customers (if possible) immediately of any confirmed case of COVID-19 while maintaining confidentiality as required by HIPAA, the Americans with Disabilities Act (ADA), or other applicable laws.

9. Deep clean the establishment at least once every twenty-four hours.

ATTACHMENT 3
RETAIL ESTABLISHMENTS

A. Capacity Requirements.

1. Limit the number of customers inside a store at a given time, excluding employees and representatives of third-party delivery companies, to a maximum of 50% of the store's maximum occupancy. To the extent any such establishment is subject to any other capacity or operational limitation by any state or local government authority, the establishment must comply with the more stringent or restrictive limitation. Retail establishments that were permitted to operate as essential services or essential businesses under the Governor's Executive Order 20-91 are not subject to the fifty percent (50%) maximum occupancy limitation stated in this section.

2. Food courts, restaurants, and other food establishments in shopping malls shall reconfigure to limit seating to at least 6 feet between separate groups (at the closest point) to allow for proper social distancing. Food courts, restaurants, and other food establishments in shopping malls must also comply with the requirements in **Attachment 2**.

3. Social distancing requirements do not apply to members of the same household.

B. Operations Requirements.

1. Consider dedicated shopping hours or appointment times for the elderly, medically vulnerable, and health care workers.

2. Social distancing reminders to customers are required, including but not limited to social distancing "reminder" signs, personal stickers, floor decals, and audio or audible announcements. Signs shall be conspicuously posted.

3. Establish one-way aisles and traffic patterns for social distancing.

4. Encourage curbside, online, or call-in pickup and delivery service options to minimize contact and maintain social distancing.

C. Sanitation and Safety Requirements.

1. Prohibit or limit the use of changing rooms while ensuring proper sanitation and compliance with social distancing protocols.

2. Establish procedures for safe exchange and returns of goods and materials.

3. Do not allow self-serve products (e.g., “testers”); consider limiting customer contact with retail products before purchase.
4. When possible and appropriate, use plastic shields or barriers between customers and clerks at service counters and clean them (the shields and service counters) frequently.
5. Prohibit the use of reusable bags (reusable bags may carry COVID-19).

ATTACHMENT 4
PERSONAL SERVICES

Businesses and establishments providing personal services by licensed professionals, such as barbershops, cosmetology salons, and cosmetology specialty salons, may operate provided all such operations:

- (a) are consistent with Emergency Order 20-12 and the guidelines stated herein;
- (b) are consistent with the Frequently Asked Questions issued by the Florida Department of Business & Professional Regulation located at <http://www.myfloridalicense.com/DBPR/os/documents/2020.05.09%20DBPR%20FAQs%20re%20Executive%20Order%2020-120.pdf>; and
- (c) comply with the Information for Barbershops, Cosmetology Salons, and Cosmetology Specialty Shops located at <http://www.myfloridalicense.com/DBPR/os/documents/2020.05.09%20DBPR%20-%20Information%20for%20Barbers-Cosmetology%20Reopening.pdf>.

A. Capacity Requirements.

- 1. Services shall be provided by appointment only.
- 2. Services shall be scheduled with at least 15 minutes between appointments to allow time for proper disinfecting of the area.
- 3. Customers waiting for appointment should be encouraged to wait outside and practice social distancing. Social distancing requirements do not apply to members of the same household.

B. Sanitation and Safety Requirements.

- 1. If there are partitions or walls that are solid (such as plexiglass, metal, or other solid non-fabric material) between each chair/workstation, then each chair/workstation can be used at any given time. Partitions must be thoroughly sanitized between each customer.
- 2. If there are no partitions or walls between each chair/workstation, the business must only use every other chair/workstation, or otherwise arrange seating, such that there is at least 6 feet separation between chairs/workstations to achieve social distancing.
- 3. Personal service employees must wear facial coverings. Customers or clients must wear facial coverings to the full extent practicable for the service required.

4. Personal service employees must wash their hands immediately before performing a service and must wash their hands before performing a service for the next customer or client.
5. Businesses must remove all books, magazines, and any shared material for customers.
6. Ensure thorough workstation and equipment disinfection after each customer (i.e. sanitize all equipment, instruments, capes, smocks, linens, chairs and work area); alternatively, utilize single-use or disposable items.
7. Implement enhanced sanitation of commonly touched surfaces and equipment as frequently as necessary using CDC recommended sanitizers and disinfecting protocols.
8. Discard any single-use or disposable tools (e.g., files, buffers, neck strips) immediately after use on a single customer.
9. Encourage touchless payment methods where possible.
10. Hand sanitizers must be placed at the entrance, and customers must be informed that they must sanitize their hands upon entering.
11. Do not allow self-serve products (e.g., “testers”); consider limiting customer contact with retail products before purchase.
12. Daily deep cleaning and sanitation to be completed frequently for high-touch areas. Areas such as salon chairs, manicure UV machines, nail drying stations, etc. are to be cleaned after each client use.
13. Use appropriate temperatures for washers and dryers to ensure thorough sanitation of towels, linens, capes, smocks, etc.

ATTACHMENT 5
MOVIE THEATERS

Only existing licensed outdoor drive-in movie theaters may operate. Indoor movie theaters shall remain closed.

A. Capacity Requirements.

1. Automobiles shall be spaced at least 6 feet apart, with appropriate signage posted notifying patrons of the spacing requirement.
2. Restrooms must not exceed 50% capacity and shall be staffed by dedicated sanitation personnel at all times when open.
3. Persons shall remain in their vehicles except for the sole purpose of utilizing the restroom facility.

B. Sanitation and Safety Requirements.

1. Food service areas will be closed, and food and beverage sales are prohibited.
2. Touch free payment options for entry are encouraged.
3. All staff shall use PPEs including, but not limited to, gloves and masks at all times.
4. Additional hand sanitizing stations shall be provided.

ATTACHMENT 6
COMMUNITY ROOMS, FITNESS CENTERS, AND GYMS
IN HOUSING DEVELOPMENTS

No community room, fitness center, or gym is required to be opened if the housing development does not wish to do so or believes it cannot do so safely and in full compliance with the requirements of this Emergency Order; any decision by a particular housing development is also subject to any applicable internal rules or regulations of that entity.

A. Capacity Requirements.

1. Maximum 50% occupancy. Social distancing requirements do not apply to members of the same household.
2. Community rooms, fitness centers, and gyms shall be limited to residents of the housing development only. No guests shall be allowed.
3. Exercise machines, equipment and tables must be rearranged and/or closed for use to ensure at least 6 feet of distance between patrons using such machines, equipment, or tables. Social distancing guidelines provided by the CDC shall be adhered to at all times.
4. No gatherings or multi-player games (e.g., mahjong, poker, etc.) are permitted in the community rooms between persons who do not reside in the same household.

B. Sanitation and Safety Requirements.

1. Before reopening, the community room, fitness center, or gym (as applicable) must be thoroughly deep cleaned, disinfected, and sanitized. After opening, community rooms, fitness centers, and gyms must be deep cleaned daily.
2. Housing developments shall provide disinfecting wipes, and residents shall be required to wipe down each machine they used after each use.
3. Hand sanitizer shall be available at the facility. Patrons must be informed that they must sanitize their hands when entering the gym and prior to utilizing each piece of equipment.

C. Gym and Fitness Center Amenities.

1. Hot tubs, saunas, steam rooms, and shower facilities shall remain closed.

ATTACHMENT 7
MUSEUMS

A. Capacity Requirements.

1. Operate at a capacity of no more than twenty-five percent (25%) occupancy (if an interior portion of the museum has a separate capacity restriction, then that interior portion is also subject to a limitation of not more than twenty-five percent (25%) of the maximum capacity of that interior portion). Social distancing requirements do not apply to members of the same household.
2. Determine what exhibitions and events to have or postpone based on space and group capacity management and scale in phases.
3. On-site food establishments must operate in accordance with **Attachment 2**.
4. Gift shops and other on-site retail capacity shall be limited to 50% maximum occupancy (or the maximum capacity permitted by the applicable Executive Order of the Governor, if less) and operate in accordance with **Attachment 3**.

B. Sanitation and Safety Requirements.

1. Encourage advance mobile ticketing and use touchless payment options, where available, throughout the museum.
2. Offer special hours for visitors with potential health vulnerabilities, members, corporate members, and donors.
3. Reduce staff/visitor contact points and consider clear protective dividers for front-line workstations.
4. Eliminate moveable elements and other hands-on activities that may transmit germs (e.g., manipulatives and props, sensory materials, refer to the American Alliance of Museums guidelines <https://www.aam-us.org/wp-content/uploads/2020/04/Considerations-for-Museum-Reopenings-5.4.2020.pdf>).
5. Prohibit use of interactive functions or exhibits including child play areas.
6. Redesign and restrict exhibition floorplans to comply with social distancing.
7. Use floor decals to help visitors differentiate spaces and signage to regulate capacity per area.
8. Facility rentals are prohibited at this time.

ATTACHMENT 8
PARKS IN BROWARD COUNTY LIMITED REOPENING GUIDELINES

Except as otherwise set forth herein, all parks in Broward County, including Regional, Specialty, and Neighborhood Parks, Nature Centers, and Natural Areas (collectively "Parks in Broward County"), may be open to public access on a limited basis, subject to the limitations set forth in this Attachment 8. Hours of operation will be determined by the respective government agency that owns or manages the applicable park. The opening of private parks will be governed by the municipality where they are located, but if opened, any such private parks must operate in compliance with the minimum requirements of this Attachment 8.

Except as expressly provided below, Parks in Broward County shall be used only for passive use, such as walking, hiking, biking, jogging, personal boat launching, mountain biking, disc golf, fishing, and horseback riding, as applicable and otherwise permitted in such parks. Such activities shall be done in compliance with the guidelines set forth herein. Conducting any such activities in a way that deviates from said guidelines is prohibited.

Notwithstanding the foregoing, certain Parks in Broward County may remain closed to public access as determined appropriate by the owner or operator of that park. Tennis facilities, basketball courts, and other similar recreational amenities that are not located in Parks in Broward County may open as determined by the owner or operator of such facilities, provided the owner or operator ensures that the use thereof is in full compliance with all applicable requirements of this Attachment 8, notwithstanding that such use is not occurring in a Park in Broward County.

Operating Requirements

1. Passive use does not include any use that requires use of park buildings or park equipment, except limited use of bathroom facilities open to the public is permitted.
2. No groups of more than ten (10) people shall congregate in any area of any park within Broward County, and a minimum of fifty (50) feet shall be maintained between all groups of up to 10 people. All playgrounds, campgrounds, pools, outdoor exercise equipment, and other exercise courts (except as provided below) shall remain closed to the public.
3. Use of tennis courts and pickle ball courts shall be limited to a maximum of two people on the court at any one time (i.e., singles play only), and disc golf courses limited to singles play. Basketball courts are limited to individual use (no multiplayers or pick-up games are permitted, with the exception of games such as "horse"), and social distancing must be maintained at all times. Racquetball courts are limited to a maximum of one person on the court at any one time.

4. Broward County's mountain bike trail at Markham Park will be limited to current passholders and will exclude lessons.

5. All CDC Guidelines regarding social distancing must be observed at all times by all persons using any Park in Broward County.

6. Facial coverings must be worn at all times to the extent required by applicable Broward County Emergency Orders if CDC social distancing cannot be maintained.

7. To the extent practicable, walking paths and trails shall be used only in a one-way direction to help maintain social distancing, and signage posted that appropriate social distancing of at least six (6) feet should be maintained between persons when passing.

8. Marinas, boat docks, ramps, and other launching venues in Parks in Broward County may operate consistent with **Attachment 9**.

ATTACHMENT 9
BOATING AND MARINE ACTIVITIES REQUIREMENTS

A. Marinas, Boat Docks, Ramps, and Other Launching Venues.

1. Only one boat per launch ramp at a time is permitted.
2. Municipalities shall set the times during each day that boat ramps may be open. If no such times are set by the applicable municipality, then ramps may operate from 6 a.m. – 7 p.m. daily.
3. No gathering of more than 10 people is permitted at any time including during boat launch, during on-water time, and when removing the boat from the water, subject to further restrictions as provided below.
4. In accordance with CDC Guidelines, in addition to practicing social distancing, launching venue staff, as well as customers, shall utilize personal protective equipment including, but not limited to, facial coverings and gloves in connection with use of marinas, boat docks, ramps, and other launching venues, in accordance with Broward County Emergency Order 20-12.

B. On-Water Activity.

1. Boats must remain at least fifty (50) feet apart at all times.
2. Rafting up of boats, which includes but is not limited to the roping or tying together of boats or vessels, is prohibited.
3. Beaching, landing, or anchoring of vessels on sandbars, islands, or open shorelines is prohibited.
4. Maximum Persons Based on Capacity of Boats:
 - a. Boats 25' or less: 4 adult passengers maximum (plus children 17 and under). Maximum of 6 people on the boat.
 - b. Boats 26' – 36': 6 adult passengers maximum (plus children 17 and under). Maximum of 8 people on the boat.
 - c. Boats 37' – 60': 8 adult passengers maximum (plus children 17 and under). Maximum of 10 people on the boat.

- d. Boats over 60': 10 passengers maximum, inclusive of adults and children, but not including crew members.

C. Fishing Piers and Fish Cleaning Stations.

- 1. Social distancing of a minimum of ten (10) feet between persons must be maintained.
- 2. One person per fish cleaning station at a time. Proper cleaning and sanitation processes must always be followed.

D. Rental of Jet Skis, Boats, Canoes, Kayaks, and Paddle Boards.

- 1. Rental of jet skis, boats, canoes, kayaks, and paddle boards may resume operations provided that CDC Guidelines, including all social distancing and sanitation guidelines, are adhered to. In addition, the following restrictions shall apply:
 - a. Jet ski rental operations shall be limited to single riders only, except that multi-person use is permitted on jet skis with capacity for multiple riders if the riders all reside in the same household.
 - b. Boat rentals companies shall adhere to the same guidelines applicable to all boating activities set forth in this Order, including this attachment.
 - c. Canoes/kayaks/paddle boards shall be limited to single person use or two-person use (two-person use is permitted only if all persons reside in the same household).

E. Charter Vessels.

In addition to the capacity requirements in Section B, charter vessels must comply with the following:

- 1. Captain, crew members, and patrons must wear facial coverings on shore and on the vessel whenever social distancing requirements cannot be maintained.
- 2. Six-Pack vessels must be limited to no more than four (4) guests per vessel and must comply with all CDC Guidelines.
- 3. Drift fishing vessels must provide for and ensure social distancing, including delineating safe social distancing position by measures, including, but not limited to, installing tape or markings for patrons on seats, vessel railings, and the deck. Each person fishing shall have his or her own fishing pole(s), tackle, and other equipment. Equipment sharing or rental is prohibited.

4. CDC cleanliness guidelines must be posted in restrooms and/or heads. Restrooms must be sanitized and disinfected at least hourly, after each trip, and more frequently as needed. Adequate water, soap, and hand sanitizer must be provided for patrons.

5. Fish cleaning and bait table stations must be limited to one person per station at a time. Fish cleaning and bait table stations must be cleaned and disinfected between each charter.

6. If crew members are filleting, or otherwise handling, fish caught by a patron, only one person may use the fish cleaning table at a time.

F. Public Restrooms and Ship Stores

1. Access to public restrooms may be available. Safe protocol in accordance with CDC Guidelines must be followed.

2. Those entering or working at ship (bait & tackle) stores must maintain social distancing and wear a facial covering, in accordance with Broward County Emergency Order 20-12.

ATTACHMENT 10
GOLF COURSE LIMITED REOPENING REQUIREMENTS

A. On-Course Facility

1. Players will be responsible for bringing their golf equipment to a designated area. No clubs or other equipment will be transported by golf course staff, unless required by the ADA.
2. Designated signage must be placed outside the pro shop and clubhouse outlining the required social distancing guidelines and facial covering guidelines. All clubhouse facilities other than restrooms shall remain closed.
3. Designated signage must be placed on carts and around the clubhouse with the phone number to call for food orders and an explanation of how to pay.
4. All CDC Guidelines must be followed, including not exceeding any gathering limits as established by local or state authorities.
5. No indoor events will be conducted.
6. Pro shops may operate consistent with **Attachment 3** of this Emergency Order. Staff must wear face coverings when interacting with the public, in accordance with Broward County Emergency Order 20-12.
7. No locker room usage and no bag storage usage shall be permitted.
8. Hand sanitizer and/or disinfectant wipes shall be provided in all bathrooms and payment areas.
9. Bathrooms must have disinfectant wipes for golfers to wipe down everything they touched before exiting.
10. Golf courses must encourage only one person in each bathroom at any time.
11. Each rental cart and any rental equipment must be cleaned and disinfected prior to each player's use by facility staff, and disinfectant wipes must be provided to each cart user prior to their rental.
12. All sand containers, scorecards, pencils, tees, towels, coolers, and other shared materials must be removed from golf carts after each use.
13. All bathrooms and touch-point areas must be disinfected regularly.

14. Driving range hitting areas must be spaced so that all golfers are at least ten (10) feet apart.

15. Scorecard, pencils, and tees must only be issued to individuals when requested from the starter, and must be properly discarded after use.

B. Golf Course Preparation

1. Cup Modifications: A noodle or other blocking mechanism must be used to fill the hole, or the cup must be raised an inch above ground to prevent the ball from going in the hole to prevent flagpole touching. Alternatively, an E-Z lift touchless golf ball retrieval system or similar touchless system may be used.

2. Rakes in all bunkers must be removed.

3. All water stations must be removed or locked down.

4. All ball wash units must be removed or locked down.

5. All practice facility bag stands, chairs, and PVC pipes for picking up balls must be removed.

6. All range balls must be cleaned with water and soap after every pick-up prior to making them available for use by the next golfer.

C. Playing

1. Players must not touch or remove the flagstick from the cups at any time (any putts that hit the cup or noodle will be considered holed).

2. All players must stay at least six (6) feet apart at all times, and a course ranger or other staff member must monitor player compliance on the course.

3. There must be no more than one player per cart, unless they reside in the same household.

4. Walkers must adhere to social distancing requirements.

5. All golfers must leave the golf course immediately after playing to eliminate congestion and must avoid gathering on the property or in the parking lot.

D. Food and Beverage

1. Restaurants can operate consistent with **Attachment 2** of this Emergency Order.

2. Beverage Carts on the Golf Course: Beverage cart staff must wear facial coverings and gloves during in-person interactions with the public. Signage must be placed on beverage carts stating that players are not allowed to touch anything on the beverage cart. Only a cart attendant may distribute items from the cart. The beverage cart attendant must comply with social distancing requirements, as much as possible.

3. Players must be encouraged to pay with a credit card, and cart attendants must wipe down the credit card machine after each use.

E. Golf Course Staff

1. Staff must be trained on proper hygiene, sanitation, and food handling. COVID-19 prevention and control procedures must be emphasized during training.

2. Facial coverings and gloves shall be worn during in-person interactions with the public, in accordance with Broward County Emergency Order 20-12.

ATTACHMENT 11
POOL DECKS, POOLS, AND OTHER RESIDENTIAL
RECREATIONAL AMENITIES IN HOUSING DEVELOPMENTS

Pool decks or pools in multifamily housing developments, condominium developments, condominium hotels, or single-family homeowner associations (collectively, "housing developments") may operate, subject to the following requirements:

1. Such pools and pool decks are used only by current residents of the housing development;
2. Six (6) foot social distancing CDC guidelines are adhered to;
3. Pool deck and pool occupancy are limited to no greater than 50% capacity; and
4. Either:
 - a. the use of the pool deck and pool are supervised by a sufficient number of employees or other person(s) designated by the housing development during the hours in which they are used to ensure compliance with the requirements of this section, and employees or other designees of the housing development sanitize the facility's pool chairs, railings, gates, tables, showers, and other equipment at the pool and pool deck on a regular basis; or
 - b. all furnishings are removed from the pool deck.

Except as otherwise expressly allowed by any applicable Broward County Emergency Order, any use of these pool decks or pool areas that deviate from the CDC Guidelines or these requirements remain prohibited.

ATTACHMENT 12
PUBLIC COMMUNITY POOLS AND PRIVATE CLUB POOLS

Pools and pool decks located within private clubs (such as YMCAs, yacht clubs, etc.), and including county or municipal pools, but excluding pools that are part of a commercial fitness facility, may operate as follows:

A. Capacity Requirements.

1. All seating and tables around any pool shall be set up with social distancing of at least 6 feet between groups at their closest point. Social distancing requirements do not apply to members of the same household.
2. Pool and pool deck occupancy is limited to no greater than 50% maximum occupancy.
3. No groups larger than 10 people.
4. The use of the pool and pool deck are to be supervised by a sufficient number of employees or other person(s) designated by the operator of the facility to ensure compliance with the requirements of this attachment, and either (i) employees or other designees of the establishment shall sanitize the facility's chairs, railings, gates, tables, showers, and other equipment, or (ii) all furnishings must be removed from the pool deck.
5. Private club pools are limited to use by their members only. No guests shall be allowed.

B. Sanitation and Safety Requirements.

1. Employees or other designees of the operator of the facility shall supervise the pool during operating hours to ensure compliance with this attachment and shall also ensure the facility's pool chairs, railings, gates, tables, showers, and other pool and pool deck equipment are sanitized on a regular basis and, at a minimum, between users.
2. The pools and operation thereof shall meet the standards set by the CDC <https://www.cdc.gov/healthywater/swimming/index.html> and Florida Administrative Code § 64E-9.004 for disinfectant protocol.
3. Employees working in pool houses, locker rooms, or in similar areas in close proximity to pools or pool decks shall wear facial coverings during in-person interactions with the public in accordance with Broward County Emergency Order 20-12.

C. Pool Amenities.

1. Hot tubs, saunas, steam rooms, and indoor showers shall remain closed. Indoor showers can remain open if they are the only shower available to rinse before entering the pool.



TOWN OF PEMBROKE PARK

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

DECLARATION OF EMERGENCY REGULATIONS

(COVID-19 State of Emergency – April 1, 2020)
SAFER AT HOME ORDER

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and other potential methods, and presents symptoms similar to those of influenza;

WHEREAS, in December of 2019, a new and substantial outbreak of COVID-19 emerged in Wuhan, China, and has since spread rapidly to 150 countries and territories throughout the World, including the United States, and more specifically Broward County and 30 other counties in the State of Florida;

WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared COVID-19 a pandemic;

WHEREAS, as of March 18, 2020, there are 214,894 confirmed cases of COVID-19 globally, and 8,732 deaths, with 13,903 new cases and 862 new deaths, and 4 new countries reporting cases of COVID-19, in the preceding 24 hours;

WHEREAS, the Centers for Disease Control and Prevention (CDC) is predicting that it is likely that widespread transmission of COVID-19 will also occur in the United States;

WHEREAS, no vaccine or drug is currently available to cure or combat COVID-19;

WHEREAS, as of March 18, 2020, at least 80 persons in Broward County and 289 persons in the State of Florida have tested positive for COVID-19, with an unknown number of persons awaiting testing or awaiting test results;

WHEREAS, the Town of Pembroke Park is threatened by COVID-19 because of the apparent ability of the virus to spread rapidly among humans, and COVID-19 thereby constitutes a clear and present threat to the health, safety, and welfare of the citizens and visitors of the Town of Pembroke Park;

WHEREAS, the CDC has issued guidelines for "community mitigation strategies" to limit the spread of COVID-19, including recommendations for social distancing, which has proven to be an effective method for containing COVID-19;

WHEREAS, pursuant to Chapter 252, Florida Statutes, the Governor of Florida issued Executive Order 20-52, declaring a State of Emergency due to COVID-19 on March 9, 2020; and

WHEREAS, Section 252.36, Florida Statutes, provides that a gubernatorial emergency declaration activates the emergency management plans of affected Florida municipalities; and

WHEREAS, Section 252.38(2), Florida Statutes, permits a municipality to declare a local State of Emergency when conditions such as those described above are found to exist and there is a danger of loss of life; and

WHEREAS, Section 252.38(2), Florida Statutes, empowers a municipality to exercise extraordinary powers during the existence of a State of Emergency, activate emergency management plans, and take prudent action necessary to ensure the health, safety, and welfare of residents of Pembroke Park.

WHEREAS, Section 870.045, Florida Statutes, grants discretionary emergency measures to close places of public assemblage, prohibit the sale of alcohol and the establishment of curfews.

NOW, THEREFORE,

I, Ashira A. Mohammed, Mayor of Pembroke Park, Florida, do hereby find for the reasons set forth above that a local State of Emergency exists within Pembroke Park, Florida.

Pursuant to pertinent legal authorities, my office is vested with all powers and authority granted to said position during the existence of the State of Emergency proclaimed hereby.

My office shall issue such Emergency Orders as are required to conduct Town business and to protect the health, safety, and welfare of people within Pembroke Park, including, without limitation and to the extent permitted under applicable law or emergency authority, to institute a curfew, order the closure of Town facilities, restrict travel and movement within Pembroke Park, order evacuations, and such other actions deemed necessary for public safety.

All public officials and employees of Pembroke Park are hereby directed to exercise the utmost diligence in the discharge of their duties for the duration of this emergency and in the execution of State and local emergency orders, regulations, and directives.

All people of Pembroke Park are called upon and directed to comply with all necessary emergency measures, to cooperate with public officials and civil emergency/disaster service forces in executing emergency operational plans, and to obey and comply with the lawful direction of all properly identified public officers.

The State of Emergency declared hereby shall continue for a period of 30 days hereafter, up through and including April 30, 2020.

In addition to the Emergency Orders I have previously ordered and promulgated, I hereby ORDER and PROMULGATE the following additional emergency measures, effective April 1, 2020, at 12:01 a.m.(the "Order"):

Section 1. Each resident is hereby order to stay home and within the entirety of their owned or rented property. The order to stay at home does not require residents to confine themselves to the interior of their homes. Residents may make use of all exterior portions of their homes such as patios, porches, yards and driveways. For those with common areas like driveways and lobbies please maintain your 6 foot distance when other people are present. For elevators please use only in cases of emergency, do not share elevators with people who do not reside in your household. We urge you to wash your hands immediately after use and avoid direct touching of buttons whenever possible. Residents may also leave their place of residence and travel to another place in accordance with Section 3, below and shall comply with all requirements of the Executive Orders issued by the Governor of the State of Florida and all Broward County Emergency Orders, and must adhere to all measures advised by the CDC regarding social distancing.

Section 2. Unless a person has a Permissible Use as provided for in Section 3, below, no person shall travel or be on upon any public right way, including but not limited to, streets, canals, lake beds, or sidewalks, within the boundaries of the Town of Pembroke Park.

Section 3. Permissible Use. Notwithstanding Section 1 and 2, all residents and visitors of the Town may lawfully engage in the following activities:

(1) Essential Businesses. Residents and visitors may engage in travel to Essential Businesses and provide minimum basic operations to non-essential businesses as identified in Broward County Emergency Orders 20-01 and 20-02, as further refined in Broward County Emergency Order 20-03; and as may be amended or extended. For clarity, businesses may also continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e., working from home).

(2) Emergency Assistance. Residents and visitors may engage in travel and similar activities to obtain assistance from law enforcement, fire-rescue, or other emergency Services.

(3) Personal Support Activities. Residents and visitors may travel to and from their homes to care for or support a friend, companion, family member, pet or livestock, support groups, or vulnerable persons.

(4) Work in Support of Essential Businesses. Residents and visitors in the City may continue to perform work for and in support of businesses authorized to be open to the public in accordance with Broward County Emergency Order 20-01, 20-02, and 20-03, and any local government, the State government, or the Federal government.

(5) Outdoor Recreational Activities. In areas not otherwise closed by a separate Emergency or Executive Order, residents may engage in outdoor activity and recreation while staying six (6) feet apart from another person or group of people, and so as long as residents/visitors are in compliance with size of public gatherings as defined in Section 7 below. Individual daily outdoor exercise that complies with CDC social distancing guidelines is permitted. For those utilizing our public parks portable sinks have been placed throughout the park for hand washing only.

(6) Religious Activities. Residents and visitors may travel to and from places of worship. Places of worship must comply with Social Distancing Requirements as defined in Section 4 below, to the greatest extent feasible and the size of public gatherings as defined in Section 7 below. Places of worship are encouraged to livestream their services in lieu of in-person gatherings.

(7) Government Employees and Emergency Personnel. All first responders, gang and crisis Intervention workers, public health workers, emergency management personnel, emergency dispatchers, law enforcement personnel and related contractors, persons working for emergency service providers, and government employees performing work in the course and scope of their employment are categorically exempt from this Order.

(8) Public Transit. Public transit may be used for the above listed activities. People riding on public transit must comply with Social Distancing Requirements as defined in Section 4 below, to the greatest extent feasible.

Section 4. Social Distancing Requirements. A person in a public space shall: _____

(1) Practice social distancing by staying at least 6 feet away whenever practicable from another person, excluding immediate family members, caretakers or, household members:

(2) Cover all coughs and sneezes with their elbow or tissue;

(3) Not shake hands;

(4) Not enter any public place if the person exhibits any flu or COVID-19 like symptoms and/or has a fever over 99.9 degrees Fahrenheit unless that person is traveling to or from a hospital, doctor's office, urgent care, walk-in clinic, or pharmacy;

(5) If a person is exhibiting flu or COVID-19 like symptoms or has a fever over 99.9 degrees Fahrenheit and is seeking medical treatment, the person shall first contact their medical provider by phone before appearing at the medical provider's office; and

(6) If a person is exhibiting flu or COVID-19 like symptoms or has a fever over 99.9 degrees Fahrenheit and requires a prescription or a refill thereof and the pharmacy has a drive-thru window and/or delivery service, that person shall utilize the drive-thru window and/or delivery service to receive their medication.

Section 5. Essential Businesses Cleaning Protocols. For those businesses deemed to be an Essential Business, as set forth above, these facilities must make every effort to:

(1) Disinfect hourly, at a minimum all check out areas, including but not limited to, conveyor belts, cash registers, and credit card areas.

(2) Disinfect after closing or before opening all areas of the business that customers may touch or come into contact.

(3) Require employees or independent contractors present to wash and/or disinfect their hands at least once per hour.

(4) Clean and disinfect any pen, stylus or screen used to sign receipts after each customer or waive the need to sign a receipt.

(5) Ensure that no more than 10 people, including staff, are gathered in any particular area of the Essential Business.

(6) Ensure that customers at checkout are separated by at least 6 feet.

(7) Disinfect all door handles, bathrooms and elevator buttons used by the general public or employees at least hourly during business hours.

(8) Essential Businesses with waiting rooms must ensure that no person shall be seated within 6 feet of another person and all seats must be disinfected after each use.

(9) Do not allow more than 25% of their approved maximum capacity into any location.

Section 6. Limit on Gatherings. All gatherings of four (4) or more people, who are not immediate family members, shall be prohibited except for those identified in Section 3 above. Social Distancing Requirements must be observed.

Section 7. Homelessness. Individuals experiencing homelessness are strongly urged to obtain shelter, and governmental and other entities are strongly urged to make such shelter available as soon as possible and to the maximum extent practicable (and to utilize Social Distancing Requirements in their operation). **Section 8.** Exceptions for Utilities and Government Personnel. Nothing in this Order shall be construed to limit or restrict movement or use of the public rights of way for use by other local governments, the state government, and federal government or Essential employees are categorically exempt from any travel, curfew, or other restrictions relating to COVID-19 that are issued by Broward County or any other local governmental entity to the extent the activities at issue are required in order to comply with the employee's duties as an essential employee of Broward County or any other governmental entity. The following persons are designated as essential employees: first responders; gang and crisis intervention workers; public health workers; emergency management personnel: emergency dispatchers: law enforcement personnel and related contractors; persons working for emergency services providers: and governmental employees performing work in the course and scope of their employment. The Broward County Administrator or designee may designate additional persons and entities as essential employees by written directive without the need for amendment of this Emergency Order.

Section 8. Enforcement. This Order is in addition to, and supplements, the City's Declaration of a State of Emergency, County Emergency Orders, and State of Florida Executive Orders and shall be strictly adhered to at all times. This Order may be enforced by City law enforcement personnel through issuance of Notices to Appear or arrest, pursuant to the provisions of Chapter 252, Florida Statutes, and other applicable state, County and City laws, rules and regulations, or through the issuance of Code Violations and Notices of Violation pursuant to applicable provisions of Florida law, Chapter 162, Florida Statutes, and City Code.

1. Any violation of any rule or regulation issued and set forth herein shall be punishable as provided in Florida Statutes Chapter 870 and or in Chapter 1, Section 1-13(a), Code of Ordinances, Town of Pembroke Park.

Section 9. Effective Date. This Emergency Order is effective as of 12.01 A.M. on APRIL 1, 2020, and shall remain in full force and effect until terminated.

Dated, in the Town of Pembroke Park, Florida, this 1st day of April, 2020.



Attest:

A handwritten signature in blue ink, consisting of stylized loops and a long horizontal stroke.

Ashira Mohammed, Mayor
Town of Pembroke Park, Florida

A handwritten signature in blue ink, featuring a large, sweeping initial 'G' followed by several loops and a long horizontal stroke.

Geoffrey Jacobs Clerk Commissioner

DECLARATION OF EMERGENCY REGULATIONS

(COVID-19 State of Emergency - March 18, 2020)

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and other potential methods, and presents symptoms similar to those of influenza;

WHEREAS, in December of 2019, a new and substantial outbreak of COVID-19 emerged in Wuhan, China, and has since spread rapidly to 150 countries and territories throughout the World, including the United States, and more specifically Broward County and 30 other counties in the State of Florida;

WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared COVID-19 a pandemic;

WHEREAS, as of March 18, 2020, there are 214,894 confirmed cases of COVID-19 globally, and 8,732 deaths, with 13,903 new cases and 862 new deaths, and 4 new countries reporting cases of COVID-19, in the preceding 24 hours;

WHEREAS, the Centers for Disease Control and Prevention (CDC) is predicting that it is likely that widespread transmission of COVID-19 will also occur in the United States;

WHEREAS, no vaccine or drug is currently available to cure or combat COVID-19;

WHEREAS, as of March 18, 2020, at least 80 persons in Broward County and 289 persons in the State of Florida have tested positive for COVID-19, with an unknown number of persons awaiting testing or awaiting test results;

WHEREAS, the Town of Pembroke Park is threatened by COVID-19 because of the apparent ability of the virus to spread rapidly among humans, and COVID-19 thereby constitutes a clear and present threat to the health, safety, and welfare of the citizens and visitors of the Town of Pembroke Park;

WHEREAS, the CDC has issued guidelines for "community mitigation strategies" to limit the spread of COVID-19, including recommendations for social distancing, which has proven to be an effective method for containing COVID-19;

WHEREAS, pursuant to Chapter 252, Florida Statutes, the Governor of Florida issued Executive Order 20-52, declaring a State of Emergency due to COVID-19 on March 9, 2020; and

WHEREAS, Section 252.36, Florida Statutes, provides that a gubernatorial emergency declaration activates the emergency management plans of affected Florida municipalities; and

WHEREAS, Section 252.38(2), Florida Statutes, permits a municipality to declare a local State of Emergency when conditions such as those described above are found to exist and there is a danger of loss of life; and

WHEREAS, Section 252.38(2), Florida Statutes, empowers a municipality to exercise extraordinary powers during the existence of a State of Emergency, activate emergency management plans, and take prudent action necessary to ensure the health, safety, and welfare of residents of Pembroke Park.

WHEREAS, Section 870.045, Florida Statutes, grants discretionary emergency measures to close places of public assemblage, prohibit the sale of alcohol and the establishment of curfews.

NOW, THEREFORE,

I, Ashira A. Mohammed, Mayor of Pembroke Park, Florida, do hereby find for the reasons set forth above that a local State of Emergency exists within Pembroke Park, Florida.

Pursuant to pertinent legal authorities, my office is vested with all powers and authority granted to said position during the existence of the State of Emergency proclaimed hereby.

My office shall issue such Emergency Orders as are required to conduct Town business and to protect the health, safety, and welfare of people within Pembroke Park, including, without limitation and to the extent permitted under applicable law or emergency authority, to institute a curfew, order the closure of Town facilities, restrict travel and movement within Pembroke Park, order evacuations, and such other actions deemed necessary for public safety.

All public officials and employees of Pembroke Park are hereby directed to exercise the utmost diligence in the discharge of their duties for the duration of this emergency and in the execution of State and local emergency orders, regulations, and directives.

All people of Pembroke Park are called upon and directed to comply with all necessary emergency measures, to cooperate with public officials and civil emergency/disaster service forces in executing emergency operational plans, and to obey and comply with the lawful direction of all properly identified public officers.

The State of Emergency declared hereby shall continue for a period of 30 days hereafter, up through and including April 16, 2020.

1. The following events and activities within the Town of Pembroke Park are postponed, cancelled, or suspended:
 - A. All meetings of the Town Commission. Code Enforcement, DRC, Town boards, including all advisory and statutory boards, Town committees and Town working groups;
 - B. All homeowner association and civic association meetings conducted or held on Town property;
 - C. All Town recreational programs and facilities. facility rentals will be canceled. Town parks will remain open, however, park buildings/restrooms will be closed until further notice.
 - D. Town hall will be closed to the public. Town hall will remain fully operational, however starting Monday, March 23, 2020, all non-essential personal will work remotely from home. Key personnel will continue to function normally and in person.
 - E. Building department functions will be determined by the building official.
2. Grocery stores, gas stations, convenience stores, banks, credit unions, financial institutions, hardware stores, auto supply stores, hospital, healthcare and medical facilities, pharmacies, drug stores, medical supply companies, land or facilities owned and managed by Broward County, the Broward County School Board, the North Broward Hospital District, the State of Florida, and the Federal Government, are exempt from this regulation .
3. All bars, nightclubs, taverns, pubs, cocktail lounges, dance halls, halls for hire, and other like entertainment facilities and businesses shall close.
4. All gyms, fitness centers, fitness studios, dance studios, and gymnasiums shall limit their capacity to allow for social spacing of 6 feet or more apart and no more than 50% of its current building occupancy. This regulation shall not apply to gymnasiums, fitness centers, and fitness studios which: (a) are amenities of office buildings or residential and which have a capacity of 10 persons or less.
5. All restaurants, and cafeterias are mandated to reduce occupancy to 50% of its current building occupancy. We encourage all food establishments to operate their kitchens for

drive-thru, delivery, take-out, and exterior pick-up food services.

6. All businesses shall have alcohol-based hand sanitizer at every entrance for use by persons upon entering and exiting.
7. All daily code enforcement fine accruals are cancelled. There will be no utility shut offs during this period.
8. All citizens and visitors of the Town of Pembroke Park are directed to comply with these emergency regulations and necessary measures, which shall be strictly enforced, and to cooperate with public officials and public safety personnel in executing any emergency operational plans, and to obey and comply with the lawful direction of all properly identified public officers.
9. Any violation of any rule or regulation issued and set forth herein shall be punishable as provided in Florida Statutes Chapter 870 and or in Chapter 1, Section 1-13(a), Code of Ordinances, Town of Pembroke Park.

Dated, in the Town of Pembroke Park, Florida, this 18th day of March, 2020.



Ashira Mohammed, Mayor
Town of Pembroke Park, Florida

Attest:

Geoffrey Jacobs Clerk Commissioner



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

Agenda Request

Meeting Date:	05/27/2020
Subject:	Workshop Meeting - Discussion on Compensatory (Comp) Time & Town Events
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Yolanda Menegazzo
Reviewed by:	Name & Title: Harry Taubenfeld & Newall Daughtrey
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	
Background:	
Discussion/Analysis:	1. Rotate schedules to avoid OT/Comp. 2. Confirm if FEMA reimburses for these charges. 3. Schedule of events for FY2020-2021. 4. Adjustment of salaries to avoid OT/Comp. 5. Allocation of time of the Event Coordinator's time.
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	

REIMBURSEMENT PROCEDURE for FEMA PUBLIC ASSISTANCE

Financial Assistance Availability

The impact of major or catastrophic emergencies can exceed local financial resources. Financial aid and assistance may be requested from FEMA through the State of Indiana. Applicants should contact the County Emergency Management Director of the impacted county for the appropriate source of assistance and for application procedures.

FEDERAL- When damages are so extensive that the combined local and state resources are not sufficient, the governor submits a request for an emergency or major disaster declaration to the President through FEMA. A joint FEMA, state and local team will conduct a Preliminary Damage Assessment to determine if there is a need for federal assistance. If federal assistance is justified, the President issues an emergency or major disaster declaration and various emergency or disaster programs are made available. Federal assistance is on a shared cost basis with 75% federal funds and 25% non-federal funds.

Documentation

All reimbursement is based on the supporting documentation. The documentation must be able to stand the test of audit. **The attached "Documenting Disaster Costs" will provide the guidelines and tools needed to set up files and document costs.** The forms utilized are also available in a computerized version using MS Excel. Failure to properly document costs may result in part or the entire claim being ineligible for reimbursement. It is very important to document the request for mutual aid in addition to documenting costs.

Eligibility

To meet eligibility requirements for reimbursement, an item of work must:

- Be required as the result of the emergency or disaster event.
- Be located within a designated emergency or disaster area.
- Be the legal responsibility of the eligible applicant.
- If Mutual Aid - Have been requested by the impacted jurisdiction.

Fire service resources activated by this plan must submit reimbursement claims to the impacted jurisdiction(s).

Categories of Work

The work most often performed under this plan is Emergency Work. This work is performed immediately to save lives, to protect property, for public health and safety, and/or to avert or lessen the threat of a major disaster. Emergency Work contains two categories: Debris Clearance (Category A) and Protective Measures (Category B).

It is possible that certain types of claims may be made under Permanent Work categories. For example, certain damages or losses of facilities and equipment may fall into the permanent Work categories.

Expenses for Personnel

Only the actual hours worked beyond the regular duty time (either overtime, regular time hours, comp time) can be claimed for FEMA category A and B (Emergency Work). Standby time is not eligible for reimbursement. If time and one-half or double time is paid to regular hourly employees for overtime or holiday work, these payments must be in accordance with rates established prior to the disaster (i.e. Collective Bargaining Agreement). If Applicant volunteers are not normally paid, FEMA may offset the non-federal

portion of the emergency work by granting credit for eligible donated labor, equipment and materials. Volunteer Fire Departments activated by this plan may submit claims to the impacted jurisdiction(s) for reimbursement at the normal rate per hour. The claim for reimbursement of all personnel costs will be for hours actually worked in excess of any pre-designated response period. In some cases, FEMA may approve reimbursement for overtime costs associated with “backfilling”. If approved, this option would allow the department to be reimbursed when personnel are called back to work on an overtime basis to replace existing employees already approved to perform disaster related activities elsewhere. To facilitate this reimbursement, the responding department must have a written policy concerning “backfilling” in existence prior to the disaster.

The information included in “Documenting Disaster Costs” details the required information and instructions for documenting the department’s personnel costs (Force Account Labor). It also provides guidance for claiming Fringe Benefit costs and includes a sample rate schedule.

Expenses for Equipment

Each department may be eligible for reimbursement for the use of equipment owned (Force Account Equipment) by the department when it is used in disaster work. To assist in the reimbursement process, FEMA has developed a “Schedule of Equipment Rates”. The impacted jurisdiction should obtain the most recent version of the schedule available at the FEMA.gov website (using the search engine for EQUIPMENT RATES) prior to submitting for reimbursement. A suggested format for recording the needed information and instructions can be found in “Documenting Disaster Costs”.

Equipment that is damaged and/or lost during disaster incidents may be eligible for reimbursement. The damage and/or loss must be documented along with sufficient supportive documentation such as video and/or photographs. Factors such as insurance, salvage, and age of the equipment (a Blue Book type of figure) will also be considered as a part of the review of the claim. If the documentation is not comprehensive, detailed and accurate, portions of the claim and possibly the entire claim may be disallowed.

Rented Equipment

It is possible that a department may use some rented equipment. These costs may also qualify for reimbursement. Refer the “Documenting Disaster Costs” for the proper documenting of these expenses.

Processing Claims

Each department is responsible for preparing the necessary documentation and submitting a claim for resources deployed. Where and how to file a claim is dependent on several factors because of the variety of possible reimbursement sources. The size of the event, the type of event and the type of emergency or disaster declaration can effect which funding sources are available. Some general guidelines are:

- Time is of the essence. County Agencies should coordinate their claims. City departments should coordinate their claims. Coordinate reimbursement claims with the volunteer fire departments and Emergency Management Agency of the impacted county. Volunteers may be claimed by the supported jurisdiction.
- For a federal claim, the Request for Public Assistance form must be filed within 30 days of the designation of the county for public assistance.

The Disaster Declaration Process

- **Local Government responds** to the emergency or disaster supplemented by neighboring communities and volunteer agencies. If the local government is overwhelmed, the County Emergency Management Agency requests an Emergency Declaration from the County Commissioners declaring a state of disaster emergency and requesting state assistance;
- **The State Responds** with state resources, such as the National Guard and other state agencies. If these resources are overwhelmed, then the state requests assistance from the Federal Emergency Management Agency (FEMA);
- **Damage Assessment** by a Joint Preliminary Damage Assessment team composed of local, state, and federal agencies determines losses and recovery needs;
- **A Major Disaster Declaration** is requested by the governor, based on the damage assessment, and an agreement to commit state funds and resources to long-term recovery;
- **FEMA Evaluates** the request and recommends action to the White House based on the disaster, the local community and the state's ability to recover;
- **The President** considers the request and FEMA informs the governor whether it has been approved or denied. This decision process could take a few hours to several weeks depending on the nature of the disaster.

Reimbursement Procedure Notes

- It is very important, especially for FEMA claims, that written mutual aid agreements be executed prior to a disaster. The Plan must be adopted by the local jurisdiction(s) prior to the incident. The crucial points that the agreement must contain are: 1) the terms for charges for mutual aid; and 2) there is no contingency clause, i.e. "Payment will be provided only upon receipt of funding from FEMA."
- The language of the "Reimbursement Procedure" and the "Documenting Disaster Costs" has been researched with the Indiana Department of Homeland Security Response and Recovery Division to insure compatibility and accuracy.
- The Response and Recovery Division of the Indiana Department of Homeland Security can be an important resource to help match reimbursement claims with the best available funding source.
- Additional information is available from FEMA's "Public Assistance Guide" (FEMA 322) and FEMA's "Public Assistance Policy Digest (FEMA 321).

DOCUMENTING DISASTER COSTS

A. GENERAL

Following a major disaster, federal funding may be available to help local governments repair or replace damaged facilities. The primary reason that local governments fail to receive reimbursement is the lack of properly documented disaster costs. Since federal payments are based on Project Worksheets, final inspections and audits, the proper documentation of costs is an absolute requirement. It is not enough just to complete the disaster-related work - that work must be fully and accurately documented!

B. SPECIFIC

Documentation should begin immediately during the response to the disaster. The work done for such things as debris removal and emergency protective measures should be documented. A separate file folder should be set up for each location where work is being done. Later, as Project Worksheets are completed, a separate folder should be established for each Project Worksheet. Place the Project Worksheet in its own folder along with all supporting documents to verify claim for potential reimbursement. If in doubt about starting a new folder, start a new folder. It is easier to consolidate folders than it is to separate documentation into new folders

Basically, there are two ways to complete items of work: one is by contract, and the other is by force account (using personnel, equipment, and materials belonging to the jurisdiction). The proper documentation in each case is described below.

1. Force Account Work

Prior to or immediately after a disaster occurs, someone should be appointed to start keeping a record of costs. Ideally, this person should have been designated and trained in advance. In addition, the person picked should attend the Applicant's Briefing that the state and federal officials will conduct.

If temporary workers or extra help are hired to complete items of work (which is frequently done for emergency work such as debris removal), they must be placed on the payroll and the job, wages, and period of employment must be recorded. The procedures for placing temporary workers on the payroll during an emergency should be planned in advance. Notate these workers as temporary or extra hire on your documentation if you are the Applicant.

When a resource (personnel, materials and/or equipment) is used from another jurisdiction, (mutual aid), the resource must be documented and paid for as contract work to qualify for reimbursement. Invoices are required to show a description of the resource, dates the resource was used, name of the jurisdiction providing the resource, an invoice number, and cost of the resource. *See FEMA Mutual Aid Policy.

Guidelines for documenting and organizing costs are outlined below.

a. Files

After a presidential declaration, there will be a kickoff meeting conducted by the Federal Public Assistance Officer. Guidance will be provided at this meeting for the formulation of Project Worksheets. The jurisdiction may then write their own Project Worksheets without having to wait for the FEMA personnel to write the Project Worksheets. Approval of the Project Worksheets may not

be received until several weeks after the disaster. In the meantime, emergency work must be started.

The problem is how to keep a separate record of costs for each project when it is not known what each project will cover. One way to accomplish this is to establish, immediately after the disaster, a separate folder for each emergency work project that must be done before project approval is received. For example, damage to three streets should have a separate folder set up for each street, not one folder for all three streets. If several buildings require repairs (such as repairing roofs to prevent further rain damage), set up a folder for each building. When the Project Worksheets are completed and approved, a permanent folder can be established for each project. It is easier to combine information from several folders than to separate information out of one folder.

b. Labor

Permanent and temporary employees must be on the payroll in order to be reimbursed for their work on disaster projects. The payroll records must show the pay period, employee name, job classification, number of hours worked each day, total hours worked for the pay period, rate of pay (regular and overtime), and total earnings. Most established payroll systems already include this information.

The records must also show which project the employee worked on each day and each hour if he/she worked on more than one project in a single day. Claims for labor must be documented for each project **individually**.

The time records must show how much time the employee worked on the disaster projects. Overtime must be shown on the records as being disaster related. Overtime pay must be in accordance with policies and practices in use by the jurisdiction before the disaster. That means that pay for overtime worked during a disaster cannot be claimed if overtime is not paid for extra hours worked prior to the disaster.

Procedures must be set up to record each day to show which employees worked on each disaster-related job, for how long, and what he or she did. The Force Account Labor Summary Record is needed for this purpose (*see Exhibit 1*). The record sheets should be used by the supervisor of each work crew and turned into the designated record keeper. The record keeper should also prepare the Fringe Benefit Rate Sheet (*see Exhibit 2*).

If an employee worked on two or more projects on the same date, the supervisor should turn in a separate Forced Account Labor Record for each project. These Force Account Labor Records are to be filed in the proper project folders.

There is no direct reimbursement for volunteer labor. However, it is important to keep a record of volunteer labor if claims for equipment hours used by volunteers are being made. FEMA may allow credit for the fair market value of volunteer labor hours (per task) to offset the applicant cost share if a force account labor sheet is kept for each volunteer.

c. Equipment

Equipment used on each project (both owned and rented) must be documented. Specifically, the documentation must show the Project Number, date used, FEMA code (if known), equipment description, operator, hours used each day, cost per hour, and total cost for each piece of equipment.

Equipment not in actual use is considered standby and is not eligible for reimbursement. Use the Force Account Equipment Record (*see Exhibit 3*) or the Rental Equipment Summary Record (*see*

Exhibit 4) to document the use of the equipment. Place the forms in each project folder immediately upon starting work. Operator costs associated with the use of equipment should be reported separately as part of the labor costs on the Force Account Labor Record unless the rental charge included the operator.

If the equipment is rented, the rental invoices must show the type of equipment, date and hours used, rate per hour (with or without operator), total cost, vendor name, invoice number, amount paid, and check number. This information is recorded on the Rented Equipment Summary Record (*see Exhibit 4*). Include a copy of invoice(s) and proof of payment(s) with submission. Repair costs for rental equipment are not reimbursable.

Rates claimed for forced account equipment should correspond to those approved on FEMA's "Schedule of Equipment Rates". Preparing a list in advance of all available force account equipment showing the make, model and other specifications will facilitate the determination of the correct rate to charge. If a piece of equipment is used which is not listed on the rate schedule, FEMA will determine an applicable rate. However, having a record of the make, model number, and any other pertinent information will help in establishing the rate.

d. Materials and Supplies

A record of materials and supplies purchased or taken from stock must be kept for each project. Specifically, the documentation must show the name of the vendor, description of the material, quantity, unit price, total price, date of purchase, date used and whether purchased or taken from stock. The Material Summary Record (*see Exhibit 5*) can be used to record this information. Claims for materials taken from stock must be supported either by copies of the original purchase invoice or the invoice for replacement of the materials. Invoices for the materials must show the date paid, the amount paid and the check number and should be placed in the appropriate project folder. Include copies of invoice(s) and proof of payment(s) with submission.

2. Contract Work

The folder for each project that involves contract work must contain a copy of the contract and all invoices for that project. Each invoice must include a description of the work done, date of the work, name of the contractor, an invoice number, and amount billed. The Contract Work Summary Record (*see Exhibit 6*) is used to record this information. The folder must also contain a copy of the contract advertisement, a list of bidders, and proof that the work was awarded to the low bid contractor. If the low bid is not accepted (there can be some acceptable reasons for not taking the low bid), it must be documented why the bid was not accepted and that information must be placed in the project folder. The contract may be awarded to the next lowest bidder who is able to meet the terms of the contract. If the contract is significantly more than the approved Project Worksheet amount, the Public Assistance Branch of IDHS should be notified. **CAUTION: FEMA will not reimburse costs for cost-plus-percentage-of-cost contracts or any contract where payment for work is contingent upon federal reimbursement.** Any work done by either type of contract will be ineligible and no federal funds will be paid for the work. Include copies of contracts, invoices and proof of payment with submission.

C. GENERAL DOCUMENTATION REQUIREMENTS

The dates used on all documentation must be within the allowable time period for each project. This period is from the date of the disaster to the completion date of the work as shown in the Project Application. It is important that the dates on our supporting documentation agree with the project

dates and final inspection. In other words, if 50 percent of the work was completed (as shown on the Project Worksheet) when the Project Worksheet was written, 50 percent of the work and costs must be shown between the date of the disaster and the date the Project Worksheet was prepared. The other 50 percent must be between the Project Worksheet date and the completion date shown on the final inspection report.

The approved Project Worksheet will show a total amount approved for each job. However, do not restrict the supporting documentation to these amounts. Overruns on large projects will be considered on a case-by-case basis for reasonable costs. Significant cost overruns on small projects will be considered in relation to the net overrun on all small projects. All overruns should be reported to the IDHS as soon as possible. This step is critical because early approval of overruns is necessary. If a large overrun is not approved, reimbursement will not cover the overrun.

FEMA will reimburse only for repairs included in scope of work on the Project Worksheet. If it is decided to change to an alternate project, FEMA approval is required. Immediately inform the IDHS of any proposed changes and justification for those changes. FEMA must approve of alternate and/or improved projects prior to engaging in the work due to National Environmental Protection Act compliance or other clearances/requirements.

D. AVAILABLE ASSISTANCE

Contact the local Emergency Management Director who will arrange for technical assistance with the documenting of damage costs through the Public Assistance Branch of the Indiana Department of Homeland Security Response and Recovery Division.

Remember, reimbursement is tied to documentation. Good records must be kept!

RECORD KEEPING FORMS AND INSTRUCTIONS

Introduction

It is essential that the expenses incurred in disaster response and recovery be accurately documented.

Accurate documentation will help:

1. Recover all eligible costs.
2. Have the information necessary to develop Project Worksheets.
3. Have the information available for the state and FEMA to validate the accuracy of small projects.
4. Be ready for any state or federal audits or other program or financial reviews.

There are many ways to maintain documentation. What is important is to have the necessary information, readily available and that this information is in a usable format. The records for the documentation must be assembled under the Project Number as shown on FEMA's Project Worksheet. The Public Assistance Coordinator assigns project numbers.

Six record forms have been developed to assist in the organizing of the project documentation. Other systems can be used if the system will provide the required information.

The forms are:

1. **Force Account Labor Summary Record** (Exhibit 1) -- used to record personnel costs.
2. **Fringe Benefit Rate Sheet** (Exhibit 2)-- used to record benefit costs.
3. **Force Account Equipment Summary Record** (Exhibit 3) -- used to record your equipment use costs.
4. **Rented Equipment Summary Record** (Exhibit 4) -- used to record the costs of rented or leased equipment.
5. **Material Summary Record** (Exhibit 5) -- used to record the supplies and materials that are taken out of stock or purchased.
6. **Contract Work Summary Record** (Exhibit 6) -- used to record the costs or work that is done by contract.

Exhibit 1
FORCE ACCOUNT LABOR SUMMARY RECORD INSTRUCTIONS

Force Account is the term to refer to the jurisdiction's own personnel and equipment. Keep the following points in mind when compiling force account labor information:

- ☐ Record regular and overtime hours separately.
- ☐ Record the benefits separately for regular and overtime hours. Most overtime hours include fewer benefits than regular hours.
- ☐ Attach a Fringe Benefit Rate Sheet giving a breakdown of what is included in the jurisdiction's benefits. By percentages, e.g., Social Security – 15.2%, Workman's Compensation – 4.3%, insurance – 18.5%, etc. Use an average rate if there are different benefit rates for different employees.

Complete the Force Account Labor Summary Record as follows:

- ☐ **Heading:**
 - ☐ **Applicant:** Enter the jurisdiction's name.
 - ☐ **Paid:** Enter the date these wages were paid.
 - ☐ **PW#:** Enter the Project Worksheet Number that this record covers.
 - ☐ **Disaster Number:** Enter the assigned Disaster Number.
 - ☐ **Location/Site:** Enter the location or site where the work was performed for this Project Worksheet.
 - ☐ **Category:** Enter the category of work being done, e.g. A, B, C, etc.
- ☐ **Detail Section:**
 - ☐ **Name:** Enter the names of the employees who worked on the project.
 - ☐ **Job Title:** Enter the job title of each employee who worked on the project.
 - ☐ **Reg:** Enter the regular hours that each employee worked on the project.
 - ☐ **OT:** Enter the overtime hours that each employee worked on the project. **REMINDER: The only overtime that is eligible for reimbursement is overtime for emergency work. Record both regular and overtime hours, so that personnel hours can be compared with equipment use hours, if necessary.**
 - ☐ **Date:** Enter the days date in the space at the top of each column.
 - ☐ **Hours Worked:** Enter the hours worked by each employee, regular hours and overtime hours, in the blocks below the date worked.
 - ☐ **Total Hours:** Add up the regular hours and enter the total. Add up the overtime hours and enter.
 - ☐ **Hourly Rate:** Enter the regular hourly rate for each employee and enter the overtime rate for each employee.
 - ☐ **Benefit Rate:** Enter the appropriate benefit rate from the Totals line on the Fringe Benefit Rate Sheet.
 - ☐ **Total Hourly Wages:** Multiply the Hourly Rate by the Benefit Rate to get an hourly benefit rate. Add the hourly rate to the hourly benefit rate and enter that total.
 - ☐ **Total Costs:** Multiply the Total Hours by the Total Hourly Wage and enter that total.
- ☐ **Totals Section:**
 - ☐ **Total Force Account Labor – Regular Time:** Add up the Regular time Total Costs and enter.
 - ☐ **Total Force Account Labor – Over Time:** Add up the Overtime Total Costs and enter.
 - ☐ **Total Force Account Labor:** Add the Regular time total to the Overtime total and enter.

Jurisdiction		FORCE ACCOUNT LABOR SUMMARY RECORD				Page _____ of _____				
Applicant		Paid		PW #	Disaster Number					
Location/Site				Category	Period covering to					
Description of work performed										
		Dates and Hours worked each week				Costs				
Date						Total Hours	Hourly Rate	Benefit Rate %	Total Hourly Wage	Total Costs
Name	Reg						\$		% \$	\$
Job Title	OT						\$		% \$	\$
Name	Reg						\$		% \$	\$
Job Title	OT						\$		% \$	\$
Name	Reg						\$		% \$	\$
Job Title	OT						\$		% \$	\$
Name	Reg						\$		% \$	\$
Job Title	OT						\$		% \$	\$
Name	Reg						\$		% \$	\$
Job Title	OT						\$		% \$	\$
Name	Reg						\$		% \$	\$
Job Title	OT						\$		% \$	\$
						Total Force Account Labor - Regular Time \$ Total Force Account Labor - Overtime Time \$ Total Force Account Labor \$				
I certify that the above information was obtained from payroll records, invoices, or other documents that are available for audit.								Certified _____ Title _____ Date _____		

Exhibit 2

FRINGE BENEFIT RATE SHEET INSTRUCTIONS

Fringe Benefit Calculations:

Fringe benefits for force account labor are eligible for reimbursement. Fringe benefits for overtime will be significantly less than for regular time, except for extremely unusual cases. The following steps will assist in calculating the percentage for fringe benefits paid on an employee's salary. Note that items and percentages will vary from one entity to another.

1. The normal year consists of 2080 hours (52 weeks X 5 workdays/week X 8 hours/day). This does not include holidays and vacations.
2. Determine the employee's basic hourly pay rate (annual salary / 2080 hours).
3. Fringe benefit percentage for vacation time: Divide the number of hours of annual vacation time provided to the employee by 2080 e.g. (80 hours (2 weeks) / 2080 = 3.85%).
4. Fringe benefit percentage for paid holidays: Divide the number of paid holiday hours by 2080 e.g. (64 hours (8 holidays) / 2080 = 3.07%).
5. Retirement Pay: Because this measure varies widely, use only the percentage of salary matched by the employer.
6. Social Security and Unemployment Insurance: Both are standard percentages of salary.
7. Insurance: This benefit varies by employer. Divide the amount paid annually by the jurisdiction by the basic pay rate determined in Step 2. Then divide the result by 100 to determine the correct percentage rate.
8. Workman's Compensation: This benefit also varies by employee. Divide the amount paid annually by the jurisdiction by the basic pay rate determined in Step 2. Then divide the result by 100 to determine the correct percentage rate.

Note: Typically, the same rate should not be charged for regular time and overtime. Generally, only FICA (Social Security) is eligible for overtime; however, some entities may charge retirement tax on all income.

Sample Rates:

Although some rates may differ greatly between jurisdictions due to their particular experiences, the table below provides some general guidelines that can be used as a reasonableness test to review submitted claims. These rates are based on experience in developing fringe benefit rates for several state departments, the default rate used for the State of Florida, following Hurricane Andrew (August 1992), and the review of several FEMA claims. The rates are determined using the gross wage method applicable to the personnel hourly rate (PHR) method. The net available hours method would result in higher rates.

Paid Fringe Benefits:

FICA (Social Security Matching)	7.65%	(or slightly less)
Retirement – Regular	17.00%	(or less)
Retirement – Special Risk	25.00%	(or slightly less)
Health Insurance	12.00%	(or less)
Life & Disability Insurance	1.00%	(or less)
Worker's Compensation	3.00%	(or less)
Unemployment Insurance	0.25%	(or less)

Leave Fringe Benefits:

Accrued Annual Leave	7.00%	(or less)
Sick Leave	4.00%	(or less)
Administrative Leave	0.50%	(or less)
Holiday Leave	4.00%	(or less)
Compensatory Leave	2.00%	(or less)

Rates outside of these ranges are possible, but should be justified during the validation process.

Jurisdiction		FRINGE BENEFIT RATE SHEET				Page	of
Applicant		Paid		PW #	Disaster Number		
Location/ Site		Category		Period covering to			
Description of work performed							
		Regular Employees		Part-Time Employees			
		Regular Time %	Overtime %	Regular Time %	Overtime %		
Vacation		%		%		%	
Holiday Pay		%		%		%	
Insurance		%		%		%	
Retirement		%		%		%	
Unemployment		%		%		%	
Social Security		%		%		%	
Workman's Comp.		%		%		%	
Other		%		%		%	
Other		%		%		%	
Other		%		%		%	
Other		%		%		%	
TOTALS		%		%		%	
I certify that the above information was obtained from payroll records, invoices, or other documents that are available for audit.							
Certified		Title		Date			

Exhibit 3

FORCE ACCOUNT EQUIPMENT SUMMARY RECORD INSTRUCTIONS

Complete the Force Account Equipment Summary Record as follows:

☐ **Heading**

- ☐ **Applicant:** Enter the jurisdiction's name.
- ☐ **Paid:** Enter the date these charges were paid.
- ☐ **PW#:** Enter the Project Worksheet Number that this record covers.
- ☐ **Disaster Number:** Enter the assigned Disaster Number.
- ☐ **Location/Site:** Enter the location or site where the work was performed for this Project Worksheet.
- ☐ **Category:** Enter the category of work being done, e.g. A, B, C, etc.

☐ **Detail Section:**

- ☐ **Type of Equipment:** Enter the name of the equipment used including the size, capacity, horsepower, make and model.
- ☐ **Equip Code #:** Enter the FEMA Cost Code for the equipment, if known.
- ☐ **Operator's Name:** Enter the name of the equipment operator.
- ☐ **Date:** Enter the day's date in the space at the top of each column.
- ☐ **Hours Used:** Enter the hours used for each piece of equipment in the blocks below the date. Idle and standby hours cannot be included.
- ☐ **Total Hours:** Add up the Hours Used for the week and enter.
- ☐ **Equipment Rate:** Enter the cost per hour to use the equipment.
- ☐ **Total Cost:** Multiply the Total Hours by the Equipment Rate and enter the result.

☐ **Totals Section:**

- ☐ **Total Hours:** Add the Total Hours column and enter.
- ☐ **Total Cost:** Add the Total Cost column and enter.

Exhibit 4

RENTED EQUIPMENT RECORD SUMMARY

Complete the Rented Equipment Summary Record as follows:

☐ **Heading**

- ☐ **Applicant:** Enter the jurisdiction's name.
- ☐ **Paid:** Enter the date these charges were paid.
- ☐ **PW#:** Enter the Project Worksheet Number that this record covers.
- ☐ **Disaster Number:** Enter the assigned Disaster Number.
- ☐ **Location/Site:** Enter the location or site where the work was performed for this Project Worksheet.
- ☐ **Category:** Enter the category of work being done, e.g. A, B, C, etc.

☐ **Detail Section:**

- ☐ **Type of Equipment:** Enter the name of the equipment used including the size, capacity, horsepower, make and model.
- ☐ **Dates and Hours Used:** Enter the date used on the upper block and the hours used in the lower block.
- ☐ **W/Opr:** Enter the rate charged per hour when the rental company provides the operator.
- ☐ **W/O Opr:** Enter the rate charged per hour when the rental company does not provide the operator.
- ☐ **Total Cost:** Multiply the Hours used by the appropriate Rate per Hour and enter.
- ☐ **Vendor:** Enter the name of the rental company.
- ☐ **Invoice No:** Enter the rental Company's invoice number.
- ☐ **Date and Amount Paid:** Enter the Date Paid in the upper block and the Amount Paid in the lower block.
- ☐ **Check No:** Enter the number of the check used to pay the vendor.

☐ **Total Section**

- ☐ **Grand Total:** Add the Amounts Paid in the Date and Amount Pd column and enter.

Attach copies of invoices and proof of payment

Exhibit 5

MATERIALS SUMMARY RECORD

Complete Materials Summary Record as follows:

☐ **Heading**

- ☐ **Applicant:** Enter the jurisdiction's name.
- ☐ **Paid:** Enter the date these charges were paid.
- ☐ **PW#:** Enter the Project Worksheet Number that this record covers.
- ☐ **Disaster Number:** Enter the assigned Disaster Number.
- ☐ **Location/Site:** Enter the location or site where the work was performed for this Project Worksheet.
- ☐ **Category:** Enter the category of work being done, e.g. A, B, C, etc.

☐ **Detail Section:**

- ☐ **Vendors:** Enter the name of the vendor supplying the materials.
- ☐ **Description:** Enter a description of the materials used.
- ☐ **Quantity:** Enter the quantity used.
- ☐ **Unit Price:** Enter the price per unit.
- ☐ **Date Purchased:** Enter the date purchased for use or replacement of stock.
- ☐ **Date Used:** Enter the date the materials were used on this project.
- ☐ **Info From:** Check whether the information on this record came from a vendor's invoice or from stock records.

☐ **Total Section:**

- ☐ Add up the Total Price column and enter.

Attach copies of invoices and proof of payment.

Jurisdiction		MATERIALS SUMMARY RECORD				Page of	
Applicant		Paid		PW #	Disaster Number		
Location/Site		Category		Period covering to			
Description of work performed							
Vendors	Description	Quantity	Unit Price	Total Price	Date Purchased	Date Used	Info From (Check) Invoice ☐ Stock ☐
			\$	\$			☐
			\$	\$			☐
			\$	\$			☐
			\$	\$			☐
			\$	\$			☐
			\$	\$			☐
			\$	\$			☐
			\$	\$			☐
			\$	\$			☐
			\$	\$			☐
			\$	\$			☐
			\$	\$			☐
			\$	\$			☐
			\$	\$			☐
			\$	\$			☐
			\$	\$			☐
			\$	\$			☐
			\$	\$			☐
		Grand Total		\$			☐

I certify that the above information was obtained from payroll records, invoices, or other documents that are available for audit.

Certified	Title	Date
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Exhibit 6

CONTRACT WORK SUMMARY RECORD

Complete the Contract Work Summary Record as follows:

☐ **Heading**

- ☐ **Applicant:** Enter the jurisdiction's name.
- ☐ **Paid:** Enter the date these charges were paid.
- ☐ **PW#:** Enter the Project Worksheet Number that this record covers.
- ☐ **Disaster Number:** Enter the assigned Disaster Number.
- ☐ **Location/Site:** Enter the location or site where the work was performed for this Project Worksheet.
- ☐ **Category:** Enter the category of work being done, e.g. A, B, C, etc.

☐ **Detail Section:**

- ☐ **Dates Worked:** Enter the dates for the work billed on the invoice listed.
- ☐ **Contractor:** Enter the name of the contractor.
- ☐ **Billing Invoice Number:** Enter the contractor's invoice submitted for payment.
- ☐ **Amount:** Enter the total billed on the invoice.
- ☐ **Comments – Scope:** Enter pertinent comments such as percentage of work completed, etc.

☐ **Total Section**

- ☐ **Amount:** Add up the Amount column and enter.

Attach copies of contract, invoices and proof of payment.

**Town of Pembroke Park
Town Events
Fiscal 2019 - 2020**

EVENT	BUDGET	THRU 4-30 ACTUAL	REMAINING
Health Fair Festival	10,000.00	9,916.83	83.17
Egg Hunt	6,000.00	1,128.20	4,871.80
Toy Drive	4,000.00	3,762.70	237.30
Turkey Drive	6,000.00	6,442.04	(442.04)
Community Garden	5,000.00	2,920.66	2,079.34
Maculele Miami Brazilian Arts Institute	2,000.00	0.00	2,000.00
Relay for Life Event	2,000.00	1,000.00	1,000.00
School Supply Drive	3,500.00	0.00	3,500.00
Church of Christ	1,500.00	0.00	1,500.00
Newsletter Mailings	10,000.00	2,000.00	8,000.00
60th Anniversary Celebration	25,000.00	0.00	25,000.00
Food Distribution Farm Share	2,000.00	0.00	2,000.00
Holiday Party	4,500.00	2,518.80	1,981.20
Pet Fair	5,000.00	0.00	5,000.00
Little Library Dispensers	2,000.00	93.89	1,906.11
Halloween Spectacular Event	2,500.00	3,163.19	(663.19)
Club Richelieu	1,000.00	0.00	1,000.00
Promotions for All Community Events	7,500.00	0.00	7,500.00
Walk A Thon	1,000.00	0.00	1,000.00
Fl. Intl. Trade & Commission Expo (FITCE)	2,000.00	1,070.10	929.90
Focal Point - Walk a thon	1,000.00	0.00	1,000.00
One Blood	250.00	0.00	250.00
	103,750.00	34,016.41	69,733.59



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

Agenda Request

Meeting Date:	05/27/2020
Subject:	Agenda Procedure
Initiated by:	☒ City Commission ☐ City Attorney ☐ City Manager / Staff
Prepared by:	Name & Title: Commissioner Cohen
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	To determine policies and procedures affecting the sequence of the agenda and workshop meetings
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	None
Additional Action Needed:	None



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

Agenda Request

Meeting Date:	May 27 th 2020 Workshop meeting
Subject:	Update
Initiated by:	☒ City Commission ☐ City Attorney ☐ City Manager / Staff
Prepared by:	Name & Title: Clerk Commissioner Jacobs
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Spreadsheet of documents
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	Approval and Adoption of pending documents
Additional Action Needed:	



**TOWN OF PEMBROKE PARK
Town Commission Agenda Report**

SPECIAL COMMISSION MEETING

TO: Honorable Mayor & Members of the
Town of Pembroke Park Commission

FROM: Marlen D. Martell, Interim Deputy Clerk 

DATE: May 22, 2020

TITLE: Town Clerk Document Update

Background

When I was hired in November of 2019, my first challenge was to locate fully executed documents specifically Resolutions, Ordinance and Minutes. Please see attached list of documents that have not been fully executed. Below is a breakdown of the number of documents created in this department within the last three (3) years. Currently, the department is working diligently to recreate, revise and complete these documents.

	2017	2018	2019
Minutes	39	59	41
Resolutions	93	50	127
Ordinances	7	12	9
TOTAL	139	121	177

In addition, this department has decreased in salary and professional services. During the fiscal year from October of 2018 to October of 2019 an additional \$12,404.30 was spent on Prototype and SNI Companies Staffing Services to transcribe minutes that were not fully completed and are having to be reviewed by Ms. Reutlinger. In addition, my predecessor was making \$102,565 a total with benefits of \$147,406. The reduction of the Clerk's salary and professional services is a huge cost savings for the Clerk's Office budget.

Recommendation

Continue working on document verification and execution. Establish best practice to keep the Town in compliance with public records requirements, document disposition and any other regulations governed by State, local and municipal.

Resource Impact

Department cost savings

Attachment

Spreadsheet of documents not fully executed.

Prepared by: Marlen D. Martell, Interim Deputy Clerk

ITEMS THAT NEED COMMISSION SIGNATURE DRAFT

Resolution Numbers FY '19			Resolution Numbers FY '18			Resolution Numbers FY '17		
19-01-03	19-03-08	19-05-01	18-01-01	18-04-09	18-08-05	17-08-01	17-09-11	17-10-12
19-01-06	19-03-09	19-05-02	18-01-02	18-04-11	18-08-06	17-09-01	17-09-12	17-10-14
19-01-07	19-03-10	19-05-03	18-01-03	18-05-02	18-08-07	17-09-02	17-09-13	17-10-15
19-02-01	19-03-11	19-05-04	18-01-04	18-05-03	18-09-01	17-09-03	17-09-14	17-11-01
19-02-02	19-04-02	19-05-05	18-01-05	18-06-01	18-09-02	17-09-04	17-09-15	17-11-02
19-02-03	19-04-03	19-05-06	18-01-06	18-06-02	18-09-04	17-09-05	17-10-01	17-11-03
19-02-04	19-04-04	19-05-07	18-01-07	18-06-03	18-09-05	17-09-06	17-10-02	17-11-06
19-03-01	19-04-05	19-06-01	18-02-01	18-06-04	18-09-06	17-09-07	17-10-03	17-11-07
19-03-02	19-04-06	19-06-07	18-02-02	18-06-05	18-09-07	17-09-08	17-10-04	17-12-01
19-03-03	19-04-07	19-06-08	18-02-03	18-06-06	18-09-08	17-09-09	17-10-05	17-12-02
19-03-04	19-04-08	19-06-13	18-02-04	18-06-07	18-09-09	17-09-10	17-10-11	17-12-03
19-03-05	19-04-09	19-08-04	18-02-05	18-06-08	18-09-12			
19-03-06	19-04-10	19-09-06	18-02-06	18-06-09	18-09-13			
19-03-07	19-04-11	19-11-03	18-02-07	18-06-10	18-09-14			
			18-02-08	18-06-11	18-09-15			
			18-02-09	18-06-12	18-10-01			
			18-03-01	18-06-13	18-10-02			
			18-03-02	18-06-14	18-10-03			
			18-03-03	18-07-01	18-10-04			
			18-03-04	18-07-02	18-10-05			
			18-04-01	18-07-03	18-11-01			
			18-04-02	18-08-01	18-11-02			
18-04-05	18-08-02	18-11-03						
18-04-06	18-08-03	18-11-04						
18-04-07	18-08-04	18-12-01						
18-04-08								
Meeting Minutes FY '19			Meeting Minutes FY '18			Meeting Minutes FY '17		
19-01-02	19-04-10	19-07-10	18-01-03	18-05-01	18-09-12	All Meeting minutes for FY' 17		
19-01-07	19-04-24	19-07-17	18-01-08	18-05-02	18-09-18			
19-01-09	19-05-01	19-08-01	18-01-10	18-05-09	18-09-25			
19-02-13	19-05-08	19-08-12	18-01-17	18-05-23	18-10-03			
19-03-13	19-06-05	19-08-26	18-01-28	18-06-06	18-10-10			
19-03-20	19-06-12	19-09-09	18-01-30	18-06-20	18-10-22			
19-04-03	19-06-20	19-09-11	18-02-12	18-06-27	18-10-24			
19-04-08	19-07-03	19-09-23	18-02-14	18-06-29	18-10-25			
			18-02-21	18-07-06	18-11-01			
			18-03-01	18-07-13	18-11-05			
			18-03-07	18-07-16	18-11-20			
			18-03-21	18-07-24	18-12-12			
			18-04-03	18-08-01	18-12-17			
			18-04-05	18-08-08	18-12-19			
			18-04-11	18-09-05	18-12-26			
18-04-17	18-09-06							

Meeting Minutes 2017 **DRAFT**

	Meeting Date	Type of Meeting	Total Min. of meeting	Date Submitted	Approved Yes / No	Date Approved	* = Given prototype
1	10/4/2017						*
	10/4/2017						*
2	10/11/2017						*
3	10/26/2017	Code Enforcement Meeting			yes	4/26/2018	*
4	11/1/2017						*
5	11/7/2017	Bid Invite					*
6	11/8/2017						*
7	11/9/2017						*
8	11/29/2017						*
9	11/30/2017	Bid opening for Storm Water					*
	12/12/2017						*
	12/12/2017						*
10	12/12/2017						*
11	12/13/2017						*
12	9/27/2017						
13	9/18/2017						
14	9/13/2017	Workshop Shoff absent, VM ABSENT, mm ABSENT ADJORNED AT 3:04					
15	9/6/2017	Special Commission meeting 5:01:00 PM					
16	8/29/2017						
17	8/24/2017						
18	8/22/2017						
19	6/22/2017						
20	6/12/2017						
21	6/9/2017	Workshop - Rescheduled					
22	5/25/2017	Special					
23	5/10/2017						
24	5/3/2017						
25	4/20/2017	Code Enforcement					
26	4/12/2017						
27	4/11/2017						
28	4/5/2017						
29	4/4/2017						
30	3/31/2017						
31	3/23/2017	Planning and Zoneing board					
32	3/8/2017						
33	3/1/2017						
34	2/23/2017	Code Enforcement					
35	2/8/2017						
36	2/1/2017						
37	1/26/2017	Code enforcement Board					
38	1/11/2017						

39	1/4/2017					
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9/6/2017	Special Commission Meeting	10/9/2019	Yes	10/9/2019
8/24/2017	Code Enforcement Meeting		Yes	4/26/2018

Meeting Minutes 2018 DRAFT

	Meeting Date	Type of Meeting	Total Min. of meetings	Date Submitted	Approved Yes / No	Date Approved
1	12/26/2018	Regular Commission Meeting		10/24/2019		
2	12/19/2018	Regular Commission Meeting		10/24/2019		
3	12/17/2018	Regular Commission Meeting		10/24/2019		
4	12/12/2018	Regular Commission Meeting		10/24/2019		
5	11/20/2018	Special Commission Meeting		10/24/2019		
6	11/9/2018	?? Sexual Harassment Class				
7	11/5/2018	Workshop Commission Meeting		10/24/2019		
8	11/1/2018	Workshop Commission Meeting		10/24/2019		
9	10/30/2018	Citizen Advisory Board Meeting		10/24/2019		
10	10/25/2018	Code Enforcement Meeting		10/24/2019		
11	10/24/2018	Special Commission Meeting		10/24/2019		
12	10/22/2018	Special Commission Meeting		10/24/2019		
13	10/18/2018	?? Bid opening				
14	10/10/2018	Workshop Commission Meeting		10/22/2019		
15	10/3/2018	Workshop Commission Meeting		10/22/2019		
16	9/25/2018	Special Commission Meeting		10/29/2019		
17	9/18/2018	Special Commission Meeting		10/29/2019		
	9/18/2018	Regular Commission Meeting		10/29/2019		
18	9/12/2018	Regular Commission Meeting	1:08	10/29/2019		
19	9/6/2018	Special Commission Meeting	2:48	10/29/2019		
20	9/5/2018	Workshop Commission Meeting	2:06	10/29/2019		
21	8/23/2018	Code Enforcement Meeting				
22	8/8/2018	Regular Commission Meeting	54.37			
23	8/3/2018	?? Bid Opening	2:58			
	8/1/2018	Workshop Commission Meeting				
24	8/1/2018	Special Commission Meeting	3:47	11/1/2019		
	8/1/2018	Pension Commission Meeting		11/1/2019		
25	7/31/2018	BID OPENING				
26	7/24/2018	Special Commission Meeting	3:08			
27	7/23/2018	Planning and Zoning Meeting				
28	7/16/2018					*
29	7/13/2018					*
30	7/6/2018	Special Commission Meeting	3:08			
31	6/29/2018	Regular Commission Meeting	3:28			
32	6/27/2018	Regular Commission Meeting	2:12			
33	6/20/2018	Workshop Commission Meeting	3:51			
34	6/18/2018	Special Planning and Zoning	35.02			
35	6/6/2018					*
36	5/23/2018	Regular Commission Meeting				

[illegible]

Meeting Minutes 2019

DRAFT

	Meeting Date	Type of Meeting	Total Min. of meeting	Date Submitted to commission	Approved Yes / No	Date Approved
	12/18/2019			1/8/2020		
	12/11/2019			1/8/2020		
	12/4/2019			1/8/2020		
	11/13/2019			1/8/2020		
	11/12/2019			1/8/2020		
	11/6/2019			1/8/2020		
	10/31/2019			1/8/2020		
	10/24/2019			1/8/2020		
	10/23/2019			1/8/2020		
	10/22/2019			1/8/2020		
	10/19/2019			1/8/2020		
1	10/9/2019	Regular Commission Meeting	2:16			
3	10/4/2019	Emergency Commission Meeting	37:04:00			
4	10/2/2019	Workshop Commission Meeting	3:31			
6	9/23/2019	Special Commission Meeting	1:36	12/11/2019		
8	9/11/2019	Regular Commission Meeting	1:11	12/11/2019		
9	9/9/2019	Special Commission Meeting	3:25	12/11/2019		
10	9/9/2019	Workshop Commission Meeting		12/11/2019		
11	8/26/2019	Regular Commission Meeting	2:50	12/11/2019		
12	8/22/2019	Code Enforcement Meeting	1:33			
13	8/12/2019	Special Commission Meeting	3:40	12/11/2019		
15	8/1/2019	Special Commission Meeting	1:43	12/11/2019		
16	7/17/2019	Special Commission Meeting	2:34	12/11/2019		
17	7/10/2019	Regular Commission Meeting	6:57	12/11/2019		
18	7/10/2019	Special Commission Meeting		12/11/2019		
19	7/3/2019	Workshop Commission Meeting	2:48	12/11/2019		
20		Code Enforcement Board	49.13			
21	6/20/2019		53.43			
22	6/12/2019	Regular Commission Meeting	1:54	12/11/2019		
23	6/5/2019	Workshop Commission Meeting	5:11	12/11/2019		
24	5/23/2019	Town Planning & Zoning Board	59.48			
25	5/8/2019	Regular Commission Meeting	2:35			
26	5/1/2019	Workshop Commission Meeting	2:04	12/11/2019		
27	4/25/2019	Code Enforcement Board	51.48			
28	4/24/2019		43.05			
29	4/10/2019	Regular Commission Meeting	2:01			
30	4/10/2019					
31	4/9/2019	Special Citizen Advisory Board	20:58			
32	4/8/2019	Special Commission Meeting	2:43			
33	4/3/2019	Workshop Commission Meeting	4:06			
34	3/20/2019	Special Commission Meeting	1:15			

35	3/13/2019	Workshop Commission Meeting	3:14	12/11/2019		
36	3/13/2019	Regular Commission Meeting		12/11/2019		
37	2/21/2019	Code Enforcement Board	43.32			
38	2/13/2019	Special Commission Meeting	4:11			
39	1/9/2019	Regular Commission Meeting	1:21			
40	1/7/2019	Workshop Commission Meeting	2:44	12/11/2019		
41	1/2/2019	Workshop Commission Meeting	7:02:00	12/11/2019		

AGENDA ITEM REPORT



To: Town Manager
Subject: HMGP SW 25th Street Drainage Improvement
Meeting: DRAFT WORKSHOP COMMISSION MEETING - May 27 2020
Department: Public Works
Staff Contact: Myriam Jacques, Public Services AssistantDirector

BACKGROUND INFORMATION:

FEMA HMGP has approved the design phase for this project, meaning engineering design and associated tasks. The 25th Street drainage improvements are part of a rehabilitation and upsizing of an existing drainage system

FINANCIAL IMPACT:

not to exceed \$38,000

RECOMMENDATION:

Resolution

ATTACHMENTS:

[4337-0393-R HMGP Project Approval Package 02-25-2020](#)

U.S. Department of Homeland Security
Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341



FEMA

February 25, 2020

Mr. Jared Moskowitz, Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Attention: Mr. Miles Anderson

Reference: Hazard Mitigation Grant Program (HMGP) Project #4337-0393-R
Town of Pembroke Park, SW 25th Street Drainage - Phase I Approval

Dear Mr. Moskowitz:

In accordance with the Program Administration by State (PAS) Operational Agreement for DR-4337-FL, the Federal Emergency Management Agency (FEMA) concurs with the State's approval of project 4337-0393-R. Phase I is approved for a total amount of \$151,028.00 with a Federal Share of \$113,271.00 and a non-Federal share in the amount of \$37,757.00.

The following is the approved Scope of Work (SOW) for the above referenced project:

Town of Pembroke Park proposes to improve the drainage of SW 25th Street, located in Pembroke Park, Florida, 33009.

This is an approval for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

The proposed stormwater improvements include drainage structures, stormwater piping, a stormwater pumping station and force-main, an exfiltration water quality system, a larger outfall pipe to Behan Lake, and regrading and repaving of the street. These improvements will upsize the current drainage system that is located along SW 25th Street and Park Lane.

The project will be designed to provide protection against a 10-year event. Activities will be completed in strict compliance with Federal, State and Local Rules and Regulations.

The grant Period of Performance (POP) for DR-4337-FL has been extended an additional 12 months and will now terminate on March 9, 2023. All the activities specified in the scopes of work should be completed no later than this date. FEMA will not establish activity completion timeframes for individual sub-awards. Any future extensions of the POP must be submitted to FEMA 60 days prior to the expiration date.

This project must adhere to all program guidelines established in the Hazard Mitigation Assistance Guide dated February 27, 2015, which is the definitive policy document for the Federal Insurance and Mitigation Administration (FIMA) and in accordance with the PAS Operational Agreement between FEMA Region IV and Florida Department of Emergency Management for DR-4337. The Hazard Mitigation Grant Program for DR-4337 is also governed by the applicable FEMA-State Agreement for DR-4337.

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all Federal, State, and local requirements. Acceptance of Federal funding requires the recipient to comply with all Federal, State, and local laws. Failure to obtain all appropriate Federal, State, and local environmental permits and clearances may jeopardize Federal funding.
- The sub-recipient will monitor any ground disturbance and if potential archeological resources are discovered, will immediately cease construction in that area and notify both the State and FEMA.
- Please see Phase I Completeness Review Memorandum enclosure for considerations.

The State HMGP Administrative Plan defines the procedure whereby the Governor's Authorized Representative (GAR) may advance portions of the approved Federal share to sub-recipients. If project costs exceed the amount originally funded and additional Federal funds are needed, the sub-recipient must contact the GAR. The GAR will evaluate requests for cost overruns and submit to the Regional Administrator with written documentation of cost overrun eligibility. Cost overruns shall meet Federal regulations as set forth in 44 CFR 206.438(b).

Quarterly Progress Reports for HMGP projects are required. Please include this HMGP project in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a Quarterly Progress Report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions.

Section 206.438(d) of 44 CFR requires the GAR to certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement.

The State (Recipient) must comply with all applicable program guidance and regulations and the PAS Operational Agreement for DR-4337 before implementing changes to the approved project SOW.

The Obligation Report, Record of Environmental Consideration (REC) and the Phase I Completeness Review Memorandum are enclosed for your records. The Management Report is available in NEMIS. The obligated funds are available for withdrawal from Payment Management System on sub-account 4337-DRFLP00003935.

If you have any further questions, please contact William Arwood at (404) 895-7341.

Sincerely,



Richard S. Flood, CFM, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosures

Obligation Report

Record of Environmental Consideration

Phase I Completeness Review Memorandum

2/25/2020
7:20 AM

**FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM**

HMGP-OB-01

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4337	393 -R	0	104	1	376	FL	Statewide

Subrecipient: Pembroke Park

Project Title : Town of Pembroke Park, SW 25th Street, Drainage- PHASED

Subrecipient FIPS Code: 011-55750

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$113,271.00	\$113,271.00	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$113,271.00	\$0.00	\$113,271.00	02/24/2020	Accept	2020

Comments

Date: 02/24/2020 User Id: GDACOSTA

Comment: DR-4337-FL MA approves an obligation for eligible cost and activities to implement -4337-0393-R-DR-FL-HM, Town of Pembroke Pa Grant POP 3/9/2023, Application 104, Town of Pembroke Park, SW 25th Street, Drainage 7, Phase I, located in Broward County, FL, Allocation # 79. On February 9, 2023, Federal share is \$113,271.00. Total Project Cost is \$151,028.00. The current Period Performance for DR-4337-FL ends March 9, 2023

Date: 02/24/2020 User Id: DBURKETT

Comment: 4337-0393-R-DR-FL-HM Pembroke Park Grant POP 3/9/2023 Application 104 Town of Pembroke Park, SW 25th Street, Drainage-PI Allocation 79 included in the February Spend Plan Federal share \$113,271.00 Supplement 376 approved HMO

Authorization

Preparer Name: GUILLERMO DA COSTA GOMEZ

Preparation Date: 02/24/2020

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 02/24/2020

02/21/2020
13:40:18

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0393 Phase I

Title: Town of Pembroke Park, SW 25th Street, Drainage

NEPA DETERMINATION

Non Compliant Flag: No

EA Draft Date:

EA Final Date:

EA Public Notice Date:

EA Fonsi

Level: CATEX

EIS Notice of Intent

EIS ROD Date:

Comment Project Location: Broward County, SW 25th Street Pembroke Park, FL 33009, Bryan Road (25.985930, -80.169788), SW 27th to Park Rd (25.986718, -80.170995), Behan Park Outfall (25.989373, -80.172526).

Project SOW: Town of Pembroke Park proposes to improve the drainage of SW 25th Street, located in Pembroke Park, Florida, 33009. This is an approval for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved. The proposed stormwater improvements include drainage structures, stormwater piping, a stormwater pumping station and forcemain, an exfiltration water quality system, a larger outfall pipe to Behan Lake, and regrading and repaving of the street. These improvements will upsize the current drainage system that is located along SW 25th Street and Park Lane. The project will be designed to provide protection against a 10-year event. Activities will be completed in strict compliance with Federal, State and Local Rules and regulations.
- tsande31 - 02/03/2020 15:57:18 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	

NOTE: All times are GMT using a 24-hour clock.

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Page 1 of 4

02/21/2020

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

13:40:18

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0393 Phase I

Title: Town of Pembroke Park, SW 25th Street, Drainage

Environmental Law/ Executive Order	Status	Description	Comment
Clean Water Act (CWA)	Completed	Project would affect waters, including wetlands, of the U.S.	Phase I is for permitting information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. Phase II, construction phase, requires additional review. - tsande31 - 02/03/2020 16:06:27 GMT
	Completed	Project may require Section 404/401 or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	CZMA: Per FDEP CCCL Mapper, accessed 01/28/2020. - tsande31 - 02/03/2020 16:12:02 GMT
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	EO 11988: The project is located in Zone AH, AE, and X-shaded, per Broward County FIRM Panel #12011C0731H dated 08/18/2014. Phase I is for permitting information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. Phase II, construction phase, requires additional review. - tsande31 - 02/03/2020 16:49:00 GMT
	Completed	No adverse effect on floodplain and not adversely affected by the floodplain - Review concluded	
Executive Order 11990 - Wetlands	Completed	Located in wetlands or effects on wetlands	EO 11990: Wetland located near site per review of USFWS National Wetlands Inventory (NWI) mapper, accessed 01/28/2020. Phase I is for permitting information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. Phase II, construction phase, requires additional review. - tsande31 - 02/03/2020 16:52:53 GMT
	Completed	Possible adverse effect associated with constructing in or near wetland	
	Completed	Review completed as part of floodplain review - Review concluded	
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	

NOTE: All times are GMT using a 24-hour clock.

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Page 2 of 4

02/21/2020

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

13:40:18

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0393 Phase I

Title: Town of Pembroke Park, SW 25th Street, Drainage

Environmental Law/ Executive Order	Status	Description	Comment
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Per review of FL USFWS website listing of threatened and endangered species for Broward County accessed 02/03/2020 and USFWS IPaC, accessed 02/03/2020. Phase I is for permitting information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. Phase II, construction phase, requires additional review. - tsande31 - 02/03/2020 16:04:16 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	NHPA: Per the executed Programmatic Agreement among FL SHPO, FDEM, and FEMA, dated 07/01/2014, the SOW meets Stipulation I.A.7.g. Phase I is for permitting information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. Phase II, construction phase, requires additional review. - tsande31 - 02/03/2020 16:21:53 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

NOTE: All times are GMT using a 24-hour clock.

Page 3 of 11

Page 3 of 4

02/21/2020

13:40:19

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0393 Phase I

Title: Town of Pembroke Park, SW 25th Street, Drainage

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

NOTE: All times are GMT using a 24-hour clock.

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Page 4 of 4

MEMORANDUM

TO: COMPLETENESS REVIEWER/FDEM
FROM: KATE RYAN
SUBJECT: 4337-0393 (PHASE I)
TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA

SOW: Town of Pembroke Park proposes to improve the drainage of SW 25th Street, located in Pembroke Park, Florida, 33009. This is an approval for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved. The proposed stormwater improvements include drainage structures, stormwater piping, a stormwater pumping station and forcemain, an exfiltration water quality system, a larger outfall pipe to Behan Lake, and regrading and repaving of the street. These improvements will upsize the current drainage system that is located along SW 25th Street and Park Lane. The project will be designed to provide protection against a 10-year event. Activities will be completed in strict compliance with Federal, State and Local Rules and regulations.

DATE: 02/20/2020

NEPA Determination

Review Concluded. Phase I meets criteria and conditions for (a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities. Phase II will require additional review.

Based on the SOW, an environmental assessment likely will not be required for Phase II.

National Historic Preservation Act

Phase II, the construction phase, will require additional review.

Phase II may require consultation by FEMA with SHPO and tribes.

Ground disturbance information, including area and depth of proposed ground disturbance, should be provided as a Phase I deliverable.

Maps of proposed ground disturbance should be provided as a Phase I deliverable.

Should any archaeological cultural resources be encountered during project activities, work shall cease and the SHPO office shall be consulted immediately.

Endangered Species Act

Phase II may require consultation by FEMA with USFWS.

Clean Water Act

Phase II may require a U.S. Army Corps of Engineers (USACE) permit under the Clean Water Act. A USACE permit, or a letter from USACE stating that a permit is not required should be included as a Phase I deliverable.

Executive Order 11988 - Floodplains

Phase II will require additional review. The project is located within a Special Flood Hazard Area and the review of the final project design will be conducted in accordance with 44 CFR, Part 9 – Floodplain Management and Protection of Wetlands.

Phase II will affect or be affected by the floodplain; project alternatives must be provided as a Phase I deliverable.

Phase II will affect or be affected by the floodplain; a copy of a Final Public Notice that meets the requirements of 44 CFR Part 9.12 must be included as a Phase I deliverable.

Phase II may require review of an H&H study. An H&H study should be provided as a Phase I deliverable.

Executive Order 11990 - Wetlands

Per National Wetlands Inventory (NWI) Online Mapper, project contains jurisdictional wetlands.

Phase II will require additional review. If Phase II will affect or be affected by wetlands, consultation with USACE should be provided as a Phase I deliverable

If Phase II will affect or be affected by wetlands, project alternatives must be provided as a Phase I deliverable.

If Phase II will affect or be affected by wetlands, a copy of a Final Public Notice that meets the requirements of 44 CFR Part 9.12 must be included as a Phase I deliverable.

U.S. Department of Homeland Security
Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341



FEMA

February 25, 2020

Mr. Jared Moskowitz, Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Attention: Mr. Miles Anderson

Reference: Hazard Mitigation Grant Program (HMGP) Project #4337-0393-R
Town of Pembroke Park, SW 25th Street Drainage - Phase I Approval

Dear Mr. Moskowitz:

In accordance with the Program Administration by State (PAS) Operational Agreement for DR-4337-FL, the Federal Emergency Management Agency (FEMA) concurs with the State's approval of project 4337-0393-R. Phase I is approved for a total amount of \$151,028.00 with a Federal Share of \$113,271.00 and a non-Federal share in the amount of \$37,757.00.

The following is the approved Scope of Work (SOW) for the above referenced project:

Town of Pembroke Park proposes to improve the drainage of SW 25th Street, located in Pembroke Park, Florida, 33009.

This is an approval for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

The proposed stormwater improvements include drainage structures, stormwater piping, a stormwater pumping station and force-main, an exfiltration water quality system, a larger outfall pipe to Behan Lake, and regrading and repaving of the street. These improvements will upsize the current drainage system that is located along SW 25th Street and Park Lane.

The project will be designed to provide protection against a 10-year event. Activities will be completed in strict compliance with Federal, State and Local Rules and Regulations.

The grant Period of Performance (POP) for DR-4337-FL has been extended an additional 12 months and will now terminate on March 9, 2023. All the activities specified in the scopes of work should be completed no later than this date. FEMA will not establish activity completion timeframes for individual sub-awards. Any future extensions of the POP must be submitted to FEMA 60 days prior to the expiration date.

This project must adhere to all program guidelines established in the Hazard Mitigation Assistance Guide dated February 27, 2015, which is the definitive policy document for the Federal Insurance and Mitigation Administration (FIMA) and in accordance with the PAS Operational Agreement between FEMA Region IV and Florida Department of Emergency Management for DR-4337. The Hazard Mitigation Grant Program for DR-4337 is also governed by the applicable FEMA-State Agreement for DR-4337.

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all Federal, State, and local requirements. Acceptance of Federal funding requires the recipient to comply with all Federal, State, and local laws. Failure to obtain all appropriate Federal, State, and local environmental permits and clearances may jeopardize Federal funding.
- The sub-recipient will monitor any ground disturbance and if potential archeological resources are discovered, will immediately cease construction in that area and notify both the State and FEMA.
- Please see Phase I Completeness Review Memorandum enclosure for considerations.

The State HMGP Administrative Plan defines the procedure whereby the Governor's Authorized Representative (GAR) may advance portions of the approved Federal share to sub-recipients. If project costs exceed the amount originally funded and additional Federal funds are needed, the sub-recipient must contact the GAR. The GAR will evaluate requests for cost overruns and submit to the Regional Administrator with written documentation of cost overrun eligibility. Cost overruns shall meet Federal regulations as set forth in 44 CFR 206.438(b).

Quarterly Progress Reports for HMGP projects are required. Please include this HMGP project in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a Quarterly Progress Report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions.

Section 206.438(d) of 44 CFR requires the GAR to certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement.

The State (Recipient) must comply with all applicable program guidance and regulations and the PAS Operational Agreement for DR-4337 before implementing changes to the approved project SOW.

The Obligation Report, Record of Environmental Consideration (REC) and the Phase I Completeness Review Memorandum are enclosed for your records. The Management Report is available in NEMIS. The obligated funds are available for withdrawal from Payment Management System on sub-account 4337-DRFLP00003935.

If you have any further questions, please contact William Arwood at (404) 895-7341.

Sincerely,



Richard S. Flood, CFM, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosures

Obligation Report

Record of Environmental Consideration

Phase I Completeness Review Memorandum

2/25/2020
7:20 AM

**FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM**

HMGP-OB-01

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4337	393 -R	0	104	1	376	FL	Statewide

Subrecipient: Pembroke Park

Project Title : Town of Pembroke Park, SW 25th Street, Drainage- PHASED

Subrecipient FIPS Code: 011-55750

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$113,271.00	\$113,271.00	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$113,271.00	\$0.00	\$113,271.00	02/24/2020	Accept	2020

Comments

Date: 02/24/2020 User Id: GDACOSTA

Comment: DR-4337-FL MA approves an obligation for eligible cost and activities to implement -4337-0393-R-DR-FL-HM, Town of Pembroke Pa Grant POP 3/9/2023, Application 104, Town of Pembroke Park, SW 25th Street, Drainage 7, Phase I, located in Broward County, FL, Allocation # 79. On February 9, 2023, Federal share is \$113,271.00. Total Project Cost is \$151,028.00. The current Period Performance for DR-4337-FL ends March 9, 2023

Date: 02/24/2020 User Id: DBURKETT

Comment: 4337-0393-R-DR-FL-HM Pembroke Park Grant POP 3/9/2023 Application 104 Town of Pembroke Park, SW 25th Street, Drainage-PI Allocation 79 included in the February Spend Plan Federal share \$113,271.00 Supplement 376 approved HMO

Authorization

Preparer Name: GUILLERMO DA COSTA GOMEZ

Preparation Date: 02/24/2020

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 02/24/2020

02/21/2020

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

13:40:18

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0393 Phase I

Title: Town of Pembroke Park, SW 25th Street, Drainage

NEPA DETERMINATION

Non Compliant Flag: No

EA Draft Date:

EA Final Date:

EA Public Notice Date:

EA Fonsi

Level: CATEX

EIS Notice of Intent

EIS ROD Date:

Comment Project Location: Broward County, SW 25th Street Pembroke Park, FL 33009, Bryan Road (25.985930, -80.169788), SW 27th to Park Rd (25.986718, -80.170995), Behan Park Outfall (25.989373, -80.172526).

Project SOW: Town of Pembroke Park proposes to improve the drainage of SW 25th Street, located in Pembroke Park, Florida, 33009. This is an approval for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved. The proposed stormwater improvements include drainage structures, stormwater piping, a stormwater pumping station and forcemain, an exfiltration water quality system, a larger outfall pipe to Behan Lake, and regrading and repaving of the street. These improvements will upsize the current drainage system that is located along SW 25th Street and Park Lane. The project will be designed to provide protection against a 10-year event. Activities will be completed in strict compliance with Federal, State and Local Rules and regulations.
- tsande31 - 02/03/2020 15:57:18 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	

NOTE: All times are GMT using a 24-hour clock.

Page 1 of 4

02/21/2020

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

13:40:18

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0393 Phase I

Title: Town of Pembroke Park, SW 25th Street, Drainage

Environmental Law/ Executive Order	Status	Description	Comment
Clean Water Act (CWA)	Completed	Project would affect waters, including wetlands, of the U.S.	Phase I is for permitting information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. Phase II, construction phase, requires additional review. - tsande31 - 02/03/2020 16:06:27 GMT
	Completed	Project may require Section 404/401 or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	CZMA: Per FDEP CCCL Mapper, accessed 01/28/2020. - tsande31 - 02/03/2020 16:12:02 GMT
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	EO 11988: The project is located in Zone AH, AE, and X-shaded, per Broward County FIRM Panel #12011C0731H dated 08/18/2014. Phase I is for permitting information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. Phase II, construction phase, requires additional review. - tsande31 - 02/03/2020 16:49:00 GMT
	Completed	No adverse effect on floodplain and not adversely affected by the floodplain - Review concluded	
Executive Order 11990 - Wetlands	Completed	Located in wetlands or effects on wetlands	EO 11990: Wetland located near site per review of USFWS National Wetlands Inventory (NWI) mapper, accessed 01/28/2020. Phase I is for permitting information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. Phase II, construction phase, requires additional review. - tsande31 - 02/03/2020 16:52:53 GMT
	Completed	Possible adverse effect associated with constructing in or near wetland	
	Completed	Review completed as part of floodplain review - Review concluded	
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	

NOTE: All times are GMT using a 24-hour clock.

Page 2 of 4

02/21/2020

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

13:40:18

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0393 Phase I

Title: Town of Pembroke Park, SW 25th Street, Drainage

Environmental Law/ Executive Order	Status	Description	Comment
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Per review of FL USFWS website listing of threatened and endangered species for Broward County accessed 02/03/2020 and USFWS IPaC, accessed 02/03/2020. Phase I is for permitting information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. Phase II, construction phase, requires additional review. - tsande31 - 02/03/2020 16:04:16 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	NHPA: Per the executed Programmatic Agreement among FL SHPO, FDEM, and FEMA, dated 07/01/2014, the SOW meets Stipulation I.A.7.g. Phase I is for permitting information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. Phase II, construction phase, requires additional review. - tsande31 - 02/03/2020 16:21:53 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

NOTE: All times are GMT using a 24-hour clock.

Page 3 of 4

02/21/2020

13:40:19

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0393 Phase I

Title: Town of Pembroke Park, SW 25th Street, Drainage

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

MEMORANDUM

TO: COMPLETENESS REVIEWER/FDEM
FROM: KATE RYAN
SUBJECT: 4337-0393 (PHASE I)
TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA

SOW: Town of Pembroke Park proposes to improve the drainage of SW 25th Street, located in Pembroke Park, Florida, 33009. This is an approval for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved. The proposed stormwater improvements include drainage structures, stormwater piping, a stormwater pumping station and forcemain, an exfiltration water quality system, a larger outfall pipe to Behan Lake, and regrading and repaving of the street. These improvements will upsize the current drainage system that is located along SW 25th Street and Park Lane. The project will be designed to provide protection against a 10-year event. Activities will be completed in strict compliance with Federal, State and Local Rules and regulations.

DATE: 02/20/2020

NEPA Determination

Review Concluded. Phase I meets criteria and conditions for (a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities. Phase II will require additional review.

Based on the SOW, an environmental assessment likely will not be required for Phase II.

National Historic Preservation Act

Phase II, the construction phase, will require additional review.

Phase II may require consultation by FEMA with SHPO and tribes.

Ground disturbance information, including area and depth of proposed ground disturbance, should be provided as a Phase I deliverable.

Maps of proposed ground disturbance should be provided as a Phase I deliverable.

Should any archaeological cultural resources be encountered during project activities, work shall cease and the SHPO office shall be consulted immediately.

Endangered Species Act

Phase II may require consultation by FEMA with USFWS.

Clean Water Act

Phase II may require a U.S. Army Corps of Engineers (USACE) permit under the Clean Water Act. A USACE permit, or a letter from USACE stating that a permit is not required should be included as a Phase I deliverable.

Executive Order 11988 - Floodplains

Phase II will require additional review. The project is located within a Special Flood Hazard Area and the review of the final project design will be conducted in accordance with 44 CFR, Part 9 – Floodplain Management and Protection of Wetlands.

Phase II will affect or be affected by the floodplain; project alternatives must be provided as a Phase I deliverable.

Phase II will affect or be affected by the floodplain; a copy of a Final Public Notice that meets the requirements of 44 CFR Part 9.12 must be included as a Phase I deliverable.

Phase II may require review of an H&H study. An H&H study should be provided as a Phase I deliverable.

Executive Order 11990 - Wetlands

Per National Wetlands Inventory (NWI) Online Mapper, project contains jurisdictional wetlands.

Phase II will require additional review. If Phase II will affect or be affected by wetlands, consultation with USACE should be provided as a Phase I deliverable

If Phase II will affect or be affected by wetlands, project alternatives must be provided as a Phase I deliverable.

If Phase II will affect or be affected by wetlands, a copy of a Final Public Notice that meets the requirements of 44 CFR Part 9.12 must be included as a Phase I deliverable.

AGENDA ITEM REPORT



To: Town Manager
Subject: Grant Projects Update
Meeting: DRAFT WORKSHOP COMMISSION MEETING - May 27 2020
Department: Administrative
Staff Contact: Howard Clark, Vice Mayor

BACKGROUND INFORMATION:

Update of awarded grant projects and anticipated projects under Public Works Department

RECOMMENDATION:

Discussion

ATTACHMENTS:

[Awarded and Recommended Grants](#)



Awarded and Recommended Projects

	Project Title	Amount	Funding Source
1	SW 30th Avenue Stormwater Improvement	188,000	Town
2	SW 30th Avenue Sanitary Sewer Improvement	57,000	Town
3	SW 52nd Avenue and South Park Rd Sidewalks, Bike Lanes and Drainage	3,164,242	MPO-CSLIP
4	52nd Avenue Complete Streets	144,000	Surtax
5	SW 25th Street Stormwater Improvements	1,075,115	Surtax
6	SW 25th Street Stormwater Project	864,976	HMGP
7	John P. Lyons Lane Stormwater Improvements	100,000	HMGP
8	John P. Lyons Lane Stormwater Improvements	564,000	Legislative
9	Bike Lanes, and Sidewalks Improvement Project	30,000	Surtax
10	County Line Stormwater Connection	90,000	Surtax
11	Hardening of Town Hall, Generator, Roofing	482,343	HMGP
12	Agro-Eco Linear Pathway and Picnic Area	50,000	FRDAP
13	Preserve Tot Lot	61,720	CDBG 44th Year
14	Preserve ADA Compliant Restroom	61,720	CDBG 45th Year
15	Preserve Additional Lighting	63,420	CDBG 46th Year
16	Canopy Extension at Ryan's Park		
17	Town Hall Shed Roofing		
18	Town Hall Entrance Canopy		
19	Electronic Pallet Jack		
20	FEMA Management RFP		
Maintenance Contracts to be Renewed and/or Advertised			
	Elevator - Otis Elevators		
	Air Conditioning - Capital Air		
	Cleaning - Kelly Janitorial Services		



Awarded and Recommended Projects

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Maintenance Contracts to be Renewed and/or Advertised			
	Elevator - Otis Elevators		
	Air Conditioning - Capital Air		
	Cleaning - Kelly Janitorial Services		

AGENDA ITEM REPORT



To: Town Manager
Subject: Request to Secure Access to Park Lake, Inc
Meeting: DRAFT WORKSHOP COMMISSION MEETING - May 27 2020
Department: Public Works
Staff Contact: Myriam Jacques, Public Services AssistantDirector

BACKGROUND INFORMATION:

Park Lake, Inc.is requesting to own and have total access to the road leading to their entrance gate

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

Change in ordinance

RECOMMENDATION:

Discussion

ATTACHMENTS:

[Park Lake Access Request](#)



Park Lake, Inc.

Monday, April 27, 2020

Subject: Secure access to Park Lake Inc. (PLI)

Dear Vice Mayor Clark,

Park Lake Inc. (PLI) Board of Directors would like to share with you a problem that has existed for several years for some of the residents of our park. Sixty-three (63) residents live on the North side of the park entrance on Lake Shore Drive, facing Sarasota Lake and out of the secured area. Because these residents are located before the gate that ensures the safety of the people in the park, they are often subject to theft or home invasions and do not enjoy the same security as other PLI residents.

This request is based on the following considerations:

Whereas Lake Shore Drive is owned by the Town of Pembroke Park and provides access to residents of Siesta, Embassy, Sunny Lanes and PLI Parks whom residents are the only real daily users.

Whereas PLI residents living before the security gate do not enjoy complete security like other PLI residents.

Whereas the Town of Pembroke Park has entrusted PLI with the maintenance and the beautification of this street for several years.

Whereas PLI's plan is to modernize access to the park through new, safer facilities.

Whereas it is relevant to consider the possibility of relocating the security gate to the beginning of Lake Shore Drive to include residents currently living outside of the secured area.

Whereas such a change should be discussed with the Town of Pembroke Park and the owners of Siesta, Embassy, Sunny Lane and PLI parks.

PLI Board of Directors therefore requests that the Town of Pembroke Park appoints a representative of its organization to jointly examine the feasibility of such a project whose purpose is to ensure the same safety for all residents of our park.

Vice Mayor Clark, I trust you will understand the importance of getting a prompt response to our request so that both sides can plan their future actions.

This request is made to you in a spirit of collaboration between our two organizations.

Sincerely,

Conrad Bernier President
Park Lake Inc.

cc.: Ashira Mohammed, Mayor



Park Lake, Inc.

Monday, April 27, 2020

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Vice Mayor Clark, I trust you will understand the importance of getting a prompt response to our request so that both sides can plan their future actions.

This request is made to you in a spirit of collaboration between our two organizations.

Sincerely,

Conrad Bernier President
Park Lake Inc.

cc.: Ashira Mohammed, Mayor

From: [Myriam Jacques](#)
To: [Town Clerk](#)
Subject: Fwd: Issues with Pembroke Park Electrical Inspector
Date: Friday, May 22, 2020 4:50:33 PM
Attachments: [image001.png](#)

Myriam Jacques
O - (954) 966-4600 x200
C - (954) 275-2350

Begin forwarded message:

From: Ambassadorclark <ambassadorclark@townofpembrokepark.com>
Date: May 6, 2020 at 1:47:45 PM EDT
To: Myriam Jacques <mjacques@townofpembrokepark.com>
Subject: FW: Issues with Pembroke Park Electrical Inspector

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Wilfred L Adams <wiadams@cocacolaflorida.com>
Date: 5/1/20 11:54 AM (GMT-05:00)
To: Ambassadorclark <ambassadorclark@townofpembrokepark.com>
Subject: Issues with Pembroke Park Electrical Inspector

Good morning Vice Mayor Howard,

I hope this email finds you in good health during this pandemic.

When we were working through the site master plan issues with Mr. Miller, both of you asked me to reach out directly to you the next time we had an issue. Unfortunately, we have an issue that Coke Florida is taking very seriously and we are in need of help.

When purchasing the building, it was identified that the existing electrical room had several major issues and it would be in our best interest to build a new room and start systematically moving the existing electrical service. Our current contracting partner, Jedson Engineering, has an active permit for the construction of a new electrical room at our facility.

Last month, Don Jhonson was in the plant to inspect a portion of the new electrical

room. During his visit, our electrical integrator MC Bass witnessed Don photographing several areas of the plant that were not part of the work he was on site to inspect (Existing Electrical Room/Service Corridor/Production Service Equipment). When he was asked to stop photographing, Don started inquiring about the areas he had photographed and as it was not relevant to the scope of work, MC Bass did not provide him any information. Once the incident of the photographs was escalated to me, I called Miguel Nunez to inform him that photography within our facility is not allowed without the consent of our legal department and asked him to address this with Don.

Unfortunately, Don is continuing to attempt to gain information about the areas not related to the project. In comments on the permit, he is now requesting that Jedson provide **a)** electrical drawings for all spaces with electrical service, **b)** electrical drawings for all service equipment and **c)** identify and provide locations for all service equipment both new and existing.

Don has been a challenge to work with in the past and MC Bass has communicated concerns of Don's qualifications on handling an industrial site like ours. Now I believe this is more to do with Don and Coke Florida than with his qualifications. Don's attempt to photograph areas of the plant and asking for information not specifically related to a permit shows an attempt to identify issues that will significantly delay our projects or possibly negatively affect our ability to produce product and support our customers. We consider this a significant breach of trust between Coke Florida and the building department for the City of Pembroke Park.

As you know, Coke Florida will be expanding over the next couple of years and Pembroke Park remains our desired location for a major part of this expansion. Unfortunately, the issues with permitting and the delays in our transformational work for the site continues to raise questions within our leadership if the investments we are currently executing and have planned for the future are worth the effort.

If you would like to discuss this matter in detail, please feel free to respond either by email or phone.

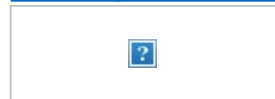
Thank you for your time and continued support of Coke Florida,

Will Adams

Director, Engineering

Mobile: 813-955-7285

wiadams@cocacolaflorida.com



[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Instagram](#)

/***** EMAIL DISCLAIMER *****/ Please note: Florida has a very broad public records law. Most written communications to or from Town Officials and employees regarding Town business are public

records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

AGENDA ITEM REPORT



To: Town Manager
Subject: Toxin Exposure from Cleaning Chemical Analysis Report
Meeting: DRAFT WORKSHOP COMMISSION MEETING - May 27 2020
Department: Public Works
Staff Contact: Myriam Jacques, Public Services AssistantDirector

BACKGROUND INFORMATION:

Town employees complained of eyes irritation and other ailments after Town Hall sanitizing project

POLICY IMPLICATIONS:

Careful review of chemicals prior their usage

RECOMMENDATION:

Information

ATTACHMENTS:

[Town Hall Chemicals Exposure Report](#)



ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING



Workplace Exposure Analysis

0104282020

Client - Town of Pembroke Park
3150 S.W. 52nd Avenue,
Pembroke Park, Florida 33023
Project Number: 0104282020

Prepared for

Town of Pembroke Park

Document Information

Prepared for Town of Pembroke Park

Project Name Exposure Assessment

Job Reference 0104282020

Date 5/13/2020

Contact Information

ATC Group Services LLC

9955 Northwest 116th Way, Suite 1

Miami, Florida 33178

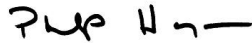
Telephone: 305.882.8200

Facsimile: 305.882.1200

www.atcgroupservices.com

Document Control

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1.0 Executive Summary

With the current state of affairs, there have been several documented cases of over exposures to building occupants to chemicals because workers are using cleaning products at higher than recommended concentrations in an effort to ensure potential contamination issues are addressed.

Based on an examination of the Safety Data Sheets and ingredient lists of the identified products, the likely candidates that probably contributed to the exposure issues are SD90+, Renown Non-Ammoniated Glass Cleaner REN02804-MS and BETCO AF315.

In the future, it would be important to either use safer substitute products or if the same chemical products are used, then ensure that proper concentrations are used during the cleaning process.

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2.0 Introduction

2.1 Purpose

ATC was contracted to examine potential causes of a probable workplace chemical exposure that resulted in employee complaints of symptoms – eye irritation and upper respiratory problems. Sanitizing was performed on Tuesday, April 14, 2020 at Town Hall by Jan Pro, a one-time cleaning service company. Employees began to develop symptoms upon returning to work 16 hours later on Wednesday, April 15.

2.2 Methodology

Safety data sheets and ingredient lists were examined to determine potential hazards from the identified ingredients.

3.0 Analysis

3.1 Cosgrove diamond shine class cleaner

The Safety Data Sheet for this product does not list any regulatory exposure limits. In addition, the Safety Data Sheet (SDS) indicates that the chemical does not meet the hazardous criteria set forth by the 2012 Occupational Safety and Health Act (OSHA) Hazard Communication Standard (29 CFR 1910.1200).

3.2 SNIPER Hospital disinfectant

SNIPER hospital disinfectant is advertised as a mild non-hypochlorite, oxidative formulation that has very low toxicity, is hypoallergenic and noncorrosive in recommended concentrations.

Although this product does not list any regulatory exposure limits on its Safety Data Sheet, and has a Health rating of 0 with no required personal protective equipment, it does indicate that eye contact with this product may cause mild eye irritation with discomfort.

SNIPER Hospital Disinfectant has EPA Reg. No. 71700-2 as a pesticide.

3.3 Renown Lavender MULTI-PURPOSE CLEANER REN0719-MS

This product does not list any regulatory exposure limits on its Safety Data Sheet. It has a Health rating of 1 with no required personal protective equipment, and the SDS does indicate that eye contact with this product may cause eye irritation.

3.4 Renown Non-Ammoniated Glass Cleaner REN02804-MS

REN02804-MS (107557)/REN02812-MS(107558) is a Non-Ammoniated Glass Cleaner. The product contains isopropanol and ethylene glycol butyl ether. Both ingredients are regulated by the Occupational Health and Administration (OSHA) with Permissible Exposure Limits (PEL) A PEL is an exposure limit for workplace exposure as an 8 hour time weighted averages. The PEL for isopropanol PEL is 400 parts per million (ppm). The PEL for ethylene glycol butyl ether is 50 ppm. In addition, it is classified as an eye irritant.

3.5 SD90+

The Safety Data Sheet for SD90+ indicates that the primary ingredients are proprietary organofunctional silane and inert ingredients. Both are considered trade secrets in accordance with 29 CFR 1910.1200(i) of OSHA's Hazard Communication Standard.

The product is classified as Category 2 for both skin and eye irritation and Category 1 for Respiratory/Skin Sensitization under the Globally Harmonized System (GHS) for Hazard Communication. The GHS includes criteria for the classification of health, physical and environmental hazards, as well as specifying what information should be included on labels of hazardous chemicals as well as safety data sheets.

3.6 BETCO AF315

This product contains Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides ≤ 3 CAS Number 68424-85-1 and Alcohols, C12-15, ethoxylated CAS Number 68131-39-5.

The label indicates that the product is corrosive, causes irreversible eye damage and not to get the product in eyes or clothing. In addition, statements are included regarding use of protective eyewear and gloves when handling.

BETCO AF315 uses the antimicrobial agent, Alkyl C12-16 Dimethylbenzyl Ammonium Chloride, CAS Number 68424-85-1. This agent is listed by the Association of Occupational and Environmental Clinics (AOEC) as an asthmagen. An asthmagen is a designation established for sensitizer-induced asthma in 2002, and for irritant-induced asthma (Reactive Airways Dysfunction Syndrome) in 2008.

The AOEC Exposure Code List was first developed in 1994, for use by AOEC members in order to help systematically identify both existing and emerging occupational and environmental health concerns (Hunting and McDonald, "Development of a Hierarchical Exposure Coding System for Clinic-Based Surveillance of Occupational Disease and Injury", *Appl. Occup. Environ. Hyg.* 10(4), April, 1995). Neither the AOEC exposure code list nor the asthmagen designations are considered an official document of any governmental agency.

A supplemental designation for astmagens (indicated by an "A") is included on the list. Formal criteria for the asthmagen designation were first established for sensitizer-induced asthma in 2002, and for irritant-induced asthma (Reactive Airways Dysfunction Syndrome (RADS)) in 2008. These criteria were developed in collaboration with experts in occupational and pulmonary medicine. Both sets of criteria have been reviewed and approved by the AOEC Board of Directors and are posted as a combined document (revised 1/7/09).

The AOEC Exposure Code List was developed as a tool to help clinicians. It does not replace the user's obligation to assess each situation on its individual merits and to draw independent judgments. In particular, the asthmagen list is not exhaustive. It is likely that some exposures not yet designated as astmagens are capable of inducing asthma. Furthermore, the AOEC asthmagen criteria do not reflect a specific exposure scenario which will alter the risk of asthma from a particular substance (e.g. encapsulated or airborne form, enclosed or open process, low or high concentration).

4.0 Conclusions and Recommendations

With the current state of affairs, there have been several documented cases of over exposures to chemical due to workers using cleaning products at higher than recommended concentrations in an effort to ensure potential contamination is addressed.

Based on an examination of the Safety Data Sheets and ingredient lists of the identified products, the likely candidates that probably contributed to the exposure issues are SD90+, Renown Non-Ammoniated Glass Cleaner REN02804-MS(107557)/REN02812-MS(107558) and BETCO AF315. BETCO AF315 is the most likely source, given the information on the SDS and label.

In the future, it would be important to either use safer substitute products or ensure that if the same chemical products are used, then ensure that proper concentrations are used during the cleaning process.

5.0 Assumptions and Limitations

The results, findings, conclusions, and recommendations expressed in the report are based only on conditions that were noted during the NESHAP pre-renovation asbestos survey conducted on August 2 and 5, 2019. Selection of sample locations and frequency of sample collection were based on EPA Guidance documents, Florida Administrative Code requirements, ATC's observations, and the assumption that building information presented to ATC allowed the proper designation of homogenous materials for each building.

This document does not contain the elements necessary for an Abatement Work plan, and this document does not contain, nor should it take the place of technical specifications for ACM removal.

Our professional services have been performed, our findings obtained, and our conclusions and recommendations prepared in accordance with customary principles and practices in the fields of environmental science and engineering.

This statement is in lieu of other statements either expressed or implied. This report does not warrant against changes to material from future operations or conditions, nor does it warrant against operations or conditions against present ACM material in locations not investigated.

The scope of services performed in execution of this evaluation may not be appropriate to satisfy the needs of other users, and use or re-use of this document or the findings, conclusions, or recommendations is at the risk of said user.

6.0 Appendix A Safety Data Sheets

- Cosgrove Diamond Shine Class Cleaner
- SNIPER Hospital disinfectant
- Renown Lavender MULTI-PURPOSE CLEANER REN0719-MS
- Renown Non-Ammoniated Glass Cleaner REN02804-MS
- SD90+
- BETCO AF315

Safety Data Sheet

Issue Date: 22-Dec-2014

Revision Date: 21-Aug-2017

Version 2

1. IDENTIFICATION

Product Identifier

Product Name Glass Concentrate

Other means of identification

SDS # DSI-110

Product Code 4402, 4405, 44015, 44030, 44055, 4402NF, 4405NF, 44015NF, 44030NF, 44055NF
Synonyms Glass Clean Concentrate, Glass Clean Concentrate NF.

Recommended use of the chemical and restrictions on use

Recommended Use Glass cleaner.

Details of the supplier of the safety data sheet

Supplier Address

Diamond Shine, Inc
1340 E. 289th St
Wickliffe, OH 44092

Emergency Telephone Number

Company Phone Number 800-843-7627
Emergency Telephone (24 hr) INFOTRAC 1-352-323-3500 (International)
1-800-535-5053 (North America)

2. HAZARDS IDENTIFICATION

Appearance According to product specification

Physical State Liquid

Odor Various

Classification

This chemical does not meet the hazardous criteria set forth by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200). However, this Safety Data Sheet (SDS) contains valuable information critical to the safe handling and proper use of this product. This SDS should be retained and available for employees and other users of this product.

3. COMPOSITION/INFORMATION ON INGREDIENTS

The product contains no substances which, at their given concentration, are considered to be hazardous to health.

4. FIRST-AID MEASURES

First Aid Measures

General Advice	Provide this SDS to medical personnel for treatment.
Eye Contact	Rinse thoroughly with plenty of water for at least 15 minutes, lifting lower and upper eyelids. Consult a physician.
Skin Contact	Wash off immediately with plenty of water for at least 15 minutes.
Inhalation	Remove to fresh air.
Ingestion	Clean mouth with water and drink afterwards plenty of water.

Most important symptoms and effects

Symptoms None known.

Indication of any immediate medical attention and special treatment needed

Notes to Physician Treat symptomatically.

5. FIRE-FIGHTING MEASURES**Suitable Extinguishing Media**

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable Extinguishing Media Not determined.

Specific Hazards Arising from the Chemical

Not determined.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES**Personal precautions, protective equipment and emergency procedures**

Personal Precautions Use personal protective equipment as required.

Methods and material for containment and cleaning up

Methods for Containment Prevent further leakage or spillage if safe to do so.

Methods for Clean-Up Keep in suitable, closed containers for disposal.

7. HANDLING AND STORAGE**Precautions for safe handling**

Advice on Safe Handling Handle in accordance with good industrial hygiene and safety practice.

Conditions for safe storage, including any incompatibilities

Storage Conditions Keep containers tightly closed in a dry, cool and well-ventilated place.

Incompatible Materials None known based on information supplied.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION**Exposure Guidelines**

This product, as supplied, is not known to contain any materials with established occupational exposure limits.

Appropriate engineering controls

Engineering Controls Apply technical measures to comply with the occupational exposure limits.

Individual protection measures, such as personal protective equipment

Eye/Face Protection	Avoid contact with eyes.
Skin and Body Protection	Wear suitable protective clothing.
Respiratory Protection	Ensure adequate ventilation, especially in confined areas.
General Hygiene Considerations	Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES**Information on basic physical and chemical properties**

Physical State	Liquid	Odor	Various
Appearance	According to product specification	Odor Threshold	Not determined
Color	According to product specification		

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	8-10	
Melting Point/Freezing Point	Not determined	
Boiling Point/Boiling Range	Not determined	
Flash Point	Not determined	
Evaporation Rate	Not determined	
Flammability (Solid, Gas)	Not determined	
Upper Flammability Limits	Not determined	
Lower Flammability Limit	Not determined	
Vapor Pressure	Not determined	
Vapor Density	Not determined	
Specific Gravity	.97	
Water Solubility	Not determined	
Solubility in other solvents	Not determined	
Partition Coefficient	Not determined	
Auto-ignition Temperature	Not determined	
Decomposition Temperature	Not determined	
Kinematic Viscosity	Not determined	
Dynamic Viscosity	5 cSt	
Explosive Properties	Not determined	
Oxidizing Properties	Not determined	

10. STABILITY AND REACTIVITY**Reactivity**

Not reactive under normal conditions.

Chemical Stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

None under normal processing.

Conditions to Avoid

Keep out of reach of children.

Incompatible Materials

None known based on information supplied.

Hazardous Decomposition Products

None known based on information supplied.

11. TOXICOLOGICAL INFORMATION**Information on likely routes of exposure****Product Information**

Eye Contact	Avoid contact with eyes.
Skin Contact	Avoid contact with skin.
Inhalation	Do not inhale.
Ingestion	Do not ingest.

Component Information**Information on physical, chemical and toxicological effects**

Symptoms	Please see section 4 of this SDS for symptoms.
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Delayed and immediate effects as well as chronic effects from short and long-term exposure

Carcinogenicity	Based on the information provided, this product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.
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Numerical measures of toxicity

Not determined

12. ECOLOGICAL INFORMATION**Ecotoxicity**

The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Persistence/Degradability

Not determined.

Bioaccumulation

Not determined.

Mobility

Not determined

Other Adverse Effects

Not determined

13. DISPOSAL CONSIDERATIONS**Waste Treatment Methods**

Disposal of Wastes	Disposal should be in accordance with applicable regional, national and local laws and regulations.
Contaminated Packaging	Disposal should be in accordance with applicable regional, national and local laws and regulations.

14. TRANSPORT INFORMATION

<u>Note</u>	Please see current shipping paper for most up to date shipping information, including exemptions and special circumstances.
<u>DOT</u>	Not regulated
<u>IATA</u>	Not regulated
<u>IMDG</u>	Not regulated

15. REGULATORY INFORMATION**International Inventories**

All ingredients are listed or exempt from listing on Chemical Substance Inventory

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDL - Canadian Domestic Substances List/Non-Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

ENCS - Japan Existing and New Chemical Substances

IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

AICS - Australian Inventory of Chemical Substances

US Federal Regulations**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

This product does not contain any substances regulated under applicable state right-to-know regulations

16. OTHER INFORMATION**NFPA****Health Hazards****Flammability****Instability****Special Hazards****HMIS****Health Hazards****Flammability****Physical Hazards****Personal Protection**

Not determined

Not determined

Not determined

Not determined

Not determined

Not determined

Not determined

Not determined

Issue Date: 22-Dec-2014
Revision Date: 21-Aug-2017
Revision Note: Information in Section 15

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



SAFETY DATA SHEET

IDENTIFICATION

SNiPER®

Hospital Disinfectant

June 2015

SECTION 1: PRODUCT AND COMPANY INFORMATION

Product Name: SNiPER

MANUFACTURER / DISTRIBUTOR:

GLOBAL ENVIRONMENTAL RESTORATION, INC
P.O. BOX 667
CARENCRO, LA 70520

PHONE NUMBERS:

PRODUCT INFORMATION
MEDICAL EMERGENCY

877-236-4710
877-236-4710

H	0	
F	0	
R	0	
PE	None	

SECTION 2 - COMPOSITION / INFORMATION ON INGREDIENTS

COMPONENTS	CAS NUMBER	WT %
Chlorine Dioxide (stabilized).....	10049-04-4	0.200
n-Alkyl (60% C14, 30% C16, 5% C12, 5% C18) Dimethyl benzyl ammonium chloride.....	Mixture	0.085%
n-Alkyl (68% C12, 32% C14)Dimethyl Ethylbenzyl Ammonium chloride.....	Mixture	0.085%
Water	7732-18-5	99.59%
<u>Inert Ingredients</u>	Mixture	<u>0.040%</u>
TOTAL		100.00%

At these concentrations none of the ingredients are known to pose any hazards to human health.

SECTION 3 - HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

Colorless liquid with mild fresh odor. Avoid contact with eyes. Keep out of reach of children

HMIS Rating:

Health: 0

Flammability: 0

Reactivity: 0

PPE: None

Potential Health Effects

Eye Contact: Eye contact may cause mild eye irritation with discomfort

Skin Contact: Does NOT cause skin irritation and the product is NOT a skin sensitizer

Inhalation: Does NOT cause any respiratory irritation. If consumer product accidentally contacts strong acids in restrictive ventilation area, avoid breathing the vapors, and allow adequate time for the vapors to disperse before re-entering the restricted area

Ingestion: Non-Toxic

Carcinogenic Information

None of the components present in this material at concentrations equal to or greater than 0.1% are listed by IARC, NTP, OSHA, and ACGIH as carcinogens

SECTION 4 - FIRST AID MEASURES

Inhalation

Does NOT cause any respiratory irritation. If Consumer product accidentally contacts strong acids in restricted ventilation area, avoid breathing the vapors, and allow adequate time for the vapors to disperse before re-entering the restricted area.

Skin Contact

Does NOT cause skin irritation. In case of contact, flush skin with plenty of water

Eye Contact

In case of contact, immediately flush eyes with plenty of water for at least 15 minutes

Ingestion

Give large amounts of water and consult a physician

SECTION 5 - FIRE FIGHTING MEASURES

Flammable Properties:

Flash Point: Not Applicable (Non Flammable)

Burn Rate: Unknown

Flammable Limits:

Lower Flammable Limit: Not Established

Upper Flammable Limits: Not Established

Flammability Classification: Non-Flammable Liquid

Autoignition Temperature: Not Established

Hazardous Combustion Products: Thermal or other decomposition may yield chlorine dioxide or chlorine

Extinguishing Media: N/A (Non-Flammable liquid)

Additional Considerations: None

FIRE FIGHTING INSTRUCTIONS: Non-Flammable Liquid

NFPA RATING:

Health: 0

Flammability: 0

Reactivity: 0

Other Hazards: 0

SECTION 6 - ACCIDENTAL RELEASE MEASURES

Spill Clean-Up

No special clean-up measures are required for the consumer product. To avoid the possibility of discoloring the spill should be absorbed with paper towels, and the area rinsed with clean water

Accidental Release Measures

Spills are very slippery and should be cleaned up promptly

SECTION 7 - HANDLING AND STORAGE

Handling: Keep away from heat and strong acids. Do not ingest. Keep container closed. Use only with adequate ventilation.

Storage: Keep container tightly closed and sealed until ready for use. Keep container in a well-ventilated place. Do not store above 120°F or near fire or open flame. Store large quantities buildings to comply with OSHA 1910.106. Do not transfer contents of bottles or other unlabeled containers. Do not reuse empty containers. Keep out of reach of children.

Incompatible materials: Strong Acids

Special Packaging Materials: None

SECTION 8 - EXPOSURE CONTROL / PERSONAL PROTECTION

Engineering Controls

Use in adequately ventilated areas

Personal Protective Equipment

Eye / Face Protection: Not required for consumer product

Skin Protection: Not required for consumer product

Respirators: None required for normal use. If consumer product accidentally contacts strong acids in restricted ventilation area, avoid breathing the vapors, and allow adequate time for the vapors to disperse before re-entering the restricted area.

Exposure Limits:

Chlorine Dioxide (Stabilized):

PEL (OSHA): Not Available

TLV (ACGIH): Not Available

n-Alkyl Dimethyl Benzyl Ammonium Chloride:

PEL (OSHA): Not Available

TLV (ACGIH): Not Available

n-Alkyl Dimethyl Ethylbenzyl Ammonium Chloride:

PEL (OSHA): Not Available

TLV (ACGIH): Not Available

Water:

PEL (OSHA): Not Available

TLV (ACGIH): Not Available

Inert Ingredients:

PEL (OSHA): Not Available

TLV (ACGIH): Not Available

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Colorless Liquid
Odor:	Mild Fresh
Physical State:	Liquid
pH:	Approximately 8.5
Boiling Point (°F):	212
Melting Point (°F):	Not Applicable
Freezing Point (°F):	< 32
Solubility in Water:	100%
Vapor Pressure (mm Hg):	Not Available
Vapor Density:	Not Available
Volatile Organic Compounds (VOC):	None
Evaporation Rate:	Less than Ether
Specific Gravity:	1.003@68°F (20°C)
Density (lb/gal):	8.40 @ 68°F (20°C)
Viscosity (cP):	0.90 @ 77°F (25°C)

SECTION 10 - STABILITY AND REACTIVITY

Chemical Stability: The product is stable

Incompatibility with other Materials: Strong acids

Conditions to avoid: Contact with strong acids

Hazardous Decomposition Products: Thermal or other decomposition may yield chlorine dioxide or chlorine

Hazardous Polymerization: Will not occur.

SECTION 11 - TOXICOLOGICAL INFORMATION

TOXICITY TESTING – ACUTE Inhalation – Studies with Wistar Albino rats exposed to a respirable aerosol made from a solution of SNiPER at a level of 2.08 mg/l for four hours resulted in no deaths and no abnormal necropsy observations. **Eye Contact** – Studies with New Zealand white rabbits showed this product is a very mild ocular irritant; mild conjunctival irritation was observed, but cleared within 72 hours. **Skin Contact** – Study of dermal toxicity in New Zealand white rabbits showed the product to be non-toxic: Dermal LD₅₀ > 5,000 mg/kg of body weight; Study of dermal irritation in New Zealand white rabbits showed the product is not a dermal irritant. In Dermal Sensitization studies, SNiPER was determined not to be a sensitizer. **Swallowing** - Acute oral toxicity in albino rats: Non-toxic LD₅₀ > 5,000 mg/kg of body weight.

EPA TOXICITY RATING - IV: This is the lowest category on the scale and is designed for substances that are the least hazardous.

SECTION 12 - ECOLOGICAL INFORMATION

Environmental Hazards: No data available

Environmental Fate: No data available

SECTION 13 - DISPOSAL CONSIDERATIONS

Waste Disposal: Treatment, storage, transportation, and disposal must be accordance with applicable Federal, State/Provincial and Local regulations.

SECTION 14 - TRANSPORT INFORMATION

DOT

Proper Shipping Name:	Not regulated for air, ground, or ocean shipments
Hazards Class:	N/A
Subsidiary Hazard Class:	N/A
I.D. No. (UN/NA):	N/A
Packing Group:	N/A
Special Information:	None
DOT Label(s):	None

IMO / IMDG

Proper Shipping Name:	Not regulated for air, ground, or ocean shipments
Hazards Class:	N/A
Subsidiary Hazard Class:	N/A
I.D. No. (UN/NA):	N/A
Packing Group:	N/A
Marine Pollutant:	No
Special Information:	None

IATA / ICAO

Proper Shipping Name:	Not regulated for air, ground, or ocean shipments
Hazards Class:	N/A
Subsidiary Hazard Class:	N/A
I.D. No. (UN/NA):	N/A

SECTION 15 - REGULATION INFORMATION

U.S. Federal Regulations:

TSCA: All components appear in TSCA Inventory

OSHA: Refer to Section 8 for exposure limits

CERCLA SARA HAZARD CATEGORY:

Section 311 and 312: This product has been reviewed according to the EPA "Hazard Categories" promulgated under Sections 311 and 312 of the Superfund Amendment and Reauthorization Act of 1986 (SARA Title III) and is considered, under the application definitions, to meet the following categories: None

Section 313: This product contains following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372: None

State regulations:

State Right to know information is not provided

California prop. 65 (no significant risk level): None

International Regulations:

Canadian WHMIS: Not Controlled

Canadian Environmental Protection Act (CEPA): Additional information available upon request

EU regulations:

Risk Phrases	R36- Irritating to the eyes(Prolonged contact only)
Safety Phrases:	S2- Keep out of reach of children
	S25- Avoid contact with eyes

EINECS: Additional information available upon request. All components are listed on EINECS

SECTION 16 - OTHER INFORMATION

The information is furnished without warranty, expressed or implied, except that it is accurate to the best knowledge of Global Environmental Restoration, Inc. The Data on this sheet related only to the specific material designed herein. G.E.R. Inc. assumes no legal responsibility for the use or reliance on this data.

END OF SDS

SAFETY DATA SHEET

Date Issued : 03/30/2015
SDS No : Home Depot_Lavender Multi-Purpose Cleaner
Date Revised : 10/14/2019
Revision No : 2

Lavender Multi-Purpose Cleaner

1. PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: Lavender Multi-Purpose Cleaner
PRODUCT DESCRIPTION: Lavender Multi-Purpose Cleaner
PRODUCT CODE: REN07108-MS(2462442)/REN07109-MS(246244)
CHEMICAL FAMILY: Detergent blend

DISTRIBUTOR

Home Depot
701 San Marco Blvd.
Jacksonville, FL 32207
Customer Service: 866-412-6726

24 HR. EMERGENCY TELEPHONE NUMBERS

VERISK 3E - 1-800-451-8346 (USA)
1-760-602-8703 (INTERNATIONAL)

2. HAZARDS IDENTIFICATION

GHS CLASSIFICATIONS

Health:

Eye Irritation, Category 2B

GHS LABEL

SIGNAL WORD: WARNING

HAZARD STATEMENTS

H320: Causes eye irritation.

PRECAUTIONARY STATEMENT(S)

Prevention:

P262: Do not get in eyes, on skin, or on clothing.
P264: Wash hands thoroughly after handling.
P102: Keep out of reach of children.

Response:

P305+P351+P338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P337+P313: If eye irritation persists: Get medical advice/attention.
P301+P312: IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell.

Storage:

P404: Store in a closed container.

Disposal:

P501: Dispose of contents/container according to all local, state and Federal regulations.

EMERGENCY OVERVIEW

PHYSICAL APPEARANCE: Purple liquid.

IMMEDIATE CONCERNS: Eye irritant

POTENTIAL HEALTH EFFECTS

EYES: Contact causes eye irritation.

SKIN: Skin irritant with prolonged or repeated contact.

SKIN ABSORPTION: None Expected.

INGESTION: Although of moderate to low toxicity, ingestion of large amounts can cause gastrointestinal irritation, nausea, vomiting, diarrhea.

INHALATION: None Expected.

REPRODUCTIVE TOXICITY

TERATOGENIC EFFECTS: None known.

CARCINOGENICITY: No listed substance

MUTAGENICITY: None known.

ROUTES OF ENTRY: Ingestion, eye

CANCER STATEMENT: No listed substance

WARNING CAUTION LABELS: None

3. COMPOSITION / INFORMATION ON INGREDIENTS

Chemical Name	Wt. %	CAS
Nonylphenol Ethoxylate	0 - 5	127087-87-0
Propylene Glycol N-Propyl Ether	0 - 1	1569-01-3
Fragrance	0 - 1	TS
Dye	< 0.1	TS
Water	> 90	7732-18-5

4. FIRST AID MEASURES

EYES: Immediately flush eyes with plenty of water. Get medical attention, if irritation persists.

SKIN: Wash with soap and water. Get medical attention if irritation develops or persists.

INGESTION: Get immediate medical attention. Do not induce vomiting unless instructed to do so by poison center or physician.

INHALATION: No special requirements.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

EYES: Burning sensation with tearing, redness.

SKIN: Redness and itching sensation.

INGESTION: Irritation of mouth, throat, along with stomach upset, vomiting.

INHALATION: No known significant effects or critical hazards.

ACUTE EFFECTS: None known.

CHRONIC EFFECTS: No known significant effects or critical hazards.

5. FIRE FIGHTING MEASURES

FLAMMABLE CLASS: NA = Not Applicable

EXTINGUISHING MEDIA: No special requirements.

EXPLOSION HAZARDS: None

FIRE FIGHTING PROCEDURES: NA = Not Applicable

6. ACCIDENTAL RELEASE MEASURES

SMALL SPILL: Avoid walking in product. Wipe up or otherwise flush small spills to sanitary sewer.

LARGE SPILL: Avoid walking in material. Prevent product from entering into stream, soil, storm sewer or other bodies of water.

ENVIRONMENTAL PRECAUTIONS

WATER SPILL: Avoid discharges into open waterways.

LAND SPILL: Avoid discharge to soil.

AIR SPILL: NA = Not Applicable

7. HANDLING AND STORAGE

GENERAL PROCEDURES: Close container after use.

HANDLING: Avoid contact with skin and eyes. Wash hands before eating, drinking, smoking or using toilet facilities.

STORAGE: Store in closed container in an area inaccessible to children.

STORAGE TEMPERATURE: Store at ambient temperatures.

STORAGE PRESSURE: Store at ambient atmospheric pressure.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

ENGINEERING CONTROLS: No special requirements.

PERSONAL PROTECTIVE EQUIPMENT

EYES AND FACE: Safety glasses with side shields.

SKIN: Rubber or other chemical resistant gloves.

RESPIRATORY: NA = Not Applicable

PROTECTIVE CLOTHING: NA = Not Applicable

9. PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL STATE: Liquid

ODOR: Lavender

ODOR THRESHOLD: Not Established

COLOR: Purple

pH: 6.0 to 8.0

PERCENT VOLATILE: >90

FLASH POINT AND METHOD: None

FLAMMABLE LIMITS: N/A
AUTOIGNITION TEMPERATURE: NA = Not Applicable
VAPOR PRESSURE: ~ 20 mm Hg at (68°F)
VAPOR DENSITY: ~ 1 Air = 1
BOILING POINT: 212° F; 100° C
FREEZING POINT: 32° F; 0° C
SOLUBILITY IN WATER: Complete
EVAPORATION RATE: (Water =1) 1.0
DENSITY: 8.33 at (68°F)
SPECIFIC GRAVITY: 0.998 grams/ml.
VISCOSITY: Water thin.
(VOC): None

10. STABILITY AND REACTIVITY

REACTIVITY: Stable
HAZARDOUS POLYMERIZATION: Will not occur.
STABILITY: No known significant effects or critical hazards.
CONDITIONS TO AVOID: Strong oxidizing materials.
HAZARDOUS DECOMPOSITION PRODUCTS: None Expected.
INCOMPATIBLE MATERIALS: Strong oxidizers

11. TOXICOLOGICAL INFORMATION

ACUTE TOXICITY

Chemical Name	ORAL LD ₅₀ (rat)	DERMAL LD ₅₀ (rabbit)
Nonylphenol Ethoxylate	16000 mg/kg (rat)	4490 mg/kg (rabbit)
Propylene Glycol N-Propyl Ether	2000 to 4350 mg/kg (rat)	3800 to 4350 mg/kg (rabbit)

DERMAL LD₅₀: No known significant effects or critical hazards.

INHALATION LC₅₀: No known significant effects or critical hazards.

SERIOUS EYE DAMAGE/IRRITATION: Not Established

RESPIRATORY OR SKIN SENSITISATION: No known significant effects or critical hazards.

GERM CELL MUTAGENICITY: No known significant effects or critical hazards.

REPRODUCTIVE TOXICITY: No known significant effects or critical hazards.

12. ECOLOGICAL INFORMATION

ENVIRONMENTAL DATA: No known significant effects or critical hazards.

ECOTOXICOLOGICAL INFORMATION: No known significant effects or critical hazards noted.

BIOACCUMULATION/ACCUMULATION: None Expected.

DISTRIBUTION: Not Established

AQUATIC TOXICITY (ACUTE)

96-HOUR LC₅₀: > 100 mg/l (fish)

48-HOUR EC₅₀: > 100 mg/l (daphnia magna)

Notes: Acute toxicity derived from major component information.

CHEMICAL FATE INFORMATION: Not Established

GENERAL COMMENTS:

No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this product.

13. DISPOSAL CONSIDERATIONS

DISPOSAL METHOD: Small amounts (less than 5 gallons) may be disposed of in sanitary sewer. Consult local authorities for additional disposal information.

FOR LARGE SPILLS: Consult with local and state authorities for large volume disposal.

PRODUCT DISPOSAL: Any method in accordance with local, state, and federal laws. Best method is to recycle or reuse for intended purpose.

EMPTY CONTAINER: Rinse container with clear water. Offer container for recycling, or dispose of in trash.

RCRA/EPA WASTE INFORMATION: NA = Not Applicable

14. TRANSPORT INFORMATION

DOT (DEPARTMENT OF TRANSPORTATION)

PROPER SHIPPING NAME: Cleaning Compound, not regulated.
U.S. CUSTOMS HARMONIZATION NUMBER: 3402.90.10.00

15. REGULATORY INFORMATION

UNITED STATES

SARA TITLE III (SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT)

311/312 HEALTH HAZARDS: Health - Acute

313 REPORTABLE INGREDIENTS: None

302/304 EMERGENCY PLANNING

EMERGENCY PLAN: NA = Not Applicable

CERCLA (COMPREHENSIVE RESPONSE, COMPENSATION, AND LIABILITY ACT)

CERCLA REGULATORY: NA = Not Applicable

TSCA (TOXIC SUBSTANCE CONTROL ACT)

TSCA REGULATORY: All ingredients are listed on the TSCA Chemical Inventory.

STATES WITH SPECIAL REQUIREMENTS

Chemical Name	Requirements
Nonylphenol Ethoxylate	Massachusetts Right to Know Substance New Jersey Right To Know Substance Pennsylvania Right to Know Substance

CALIFORNIA PROPOSITION 65: No listed substance

CARCINOGEN: No listed substance

16. OTHER INFORMATION

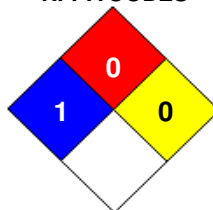
Date Revised: 10/14/2019

REVISION SUMMARY: This SDS replaces the 10/11/2019 SDS. Revised: **Section 1: PRODUCT CODE.**

HMIS RATING

HEALTH	1
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	A

NFPA CODES



MANUFACTURER DISCLAIMER: This company cannot anticipate all conditions of handling and use of this product. Therefore, this company accepts no responsibility for results obtained by the application of this information, or the safety and suitability of the product either alone or in combination with other products. It is the responsibility of the employer and/or user to provide a safe workplace, using health and safety information contained herein as a guide. This company will accept no liability for damages or losses incurred from the improper handling and use of this product.

Safety Data Sheet

Product: SD90+

SDS Date of Preparation/Update: 3/14/2019

SECTION 1: GENERAL INFORMATION



SD Labs
22 Westview Lane
Brookfield, CT 06804

Telephone: 1-844-MICROBE
Emergency Contact: (203) 974-2099
Recommended Use: Surface Coating Spray
Use Restrictions: No Data Available

SECTION 2: HAZARD(S) IDENTIFICATION

GHS Classification

Skin Irritation: Category 2
Eye Irritation: Category 2
Respiratory/Skin Sensitization: Category 1

Hazard Statements

H316: Causes mild skin irritation
H317: May cause an allergic skin reaction
H320: Causes eye irritation
H335: May cause respiratory irritation

Precautionary Statements

Prevention

P264: Wash skin thoroughly after handling

Response

P304+P341: If inhaled and breathing is difficult, remove individual to fresh air and keep at rest in a position comfortable for breathing.
P305+P351+P338: If in eyes: rinse cautiously with water for several minutes. Remove contact lenses.
P332+P313: If skin irritation occurs, seek medical advice/attention
P337+P313: If eye irritation persists, seek medical advice/attention
P342+P313: If experiencing respiratory symptoms, call a Poison Center or Doctor

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Chemical	Concentration (%w/w)	Trade Secret
Proprietary organofunctional silane	≤ 5*	Yes
Inert ingredients (as determined by US EPA)	≥ 95*	Yes

*the exact concentration of composition has been withheld as a trade secret according to 29 CFR 1910.1200(i)

SECTION 4: FIRST AID MEASURES

General Advice: In the case of accident or if feeling unwell, seek medical attention. When symptoms persist or in cases of doubt, seek medical advice. Present medical professionals with this safety data sheet.

Inhalation: If breathing is difficult, move to fresh air environment and keep at rest in a position comfortable for breathing. If breathing remains affected, seek medical attention.

Skin Contact: Wash thoroughly with water. If necessary, remove contaminated clothing. If skin irritation occurs, seek medical advice.

Ingestion: Rinse mouth thoroughly with water. Sip a glassful of water. Seek medical attention. Do not induce vomiting unless directed by a Poison Control Center or physician.

Symptoms and Effects: May cause skin, eye and respiratory irritation.

First Aid Providers: First Aid responders should pay attention to self-protection and use the recommended personal protective equipment when the potential for exposure exists.

Notes to Physician: Treat symptomatically and supportively.

SECTION 5: FIRE FIGHTING MEASURES

Suitable Extinguishing Media: Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable Extinguishing Media: CAUTION: Use of water spray when fighting fire may be inefficient.

Specific Hazards from the Chemical: No Data Available

Explosion Data: No Data Available

Sensitivity of Mechanical Impact: None

Sensitivity to Static Discharge: None

Protective equipment and precautions for firefighters: As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH approved (or equivalent) and full protective gear.

Safety Data Sheet

Product: SD90+

SDS Date of Preparation/Update: 3/14/2019

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

Personal Precautions: Avoid contact with eyes, skin and clothing. Use personal protective equipment as required.

Other Information: Refer to protective measures listed in Sections 7 and 8

Environmental Precautions: No Data Available

Methods and Material for Containment and Clean Up

Absorb and containerize. Wash residual down to sanitary sewer. For large spills, provide diking or other appropriate containment to keep material from spreading. If diked material can be pumped, store recovered material in appropriate container. Clean up remaining materials from spill with suitable absorbent. Contact the sanitary treatment facility in advance to assure ability to process washed-down material.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Handling: Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes or clothing. Do not eat, drink or smoke when using this product.

Conditions for Safe Storage, including any incompatibilities

Storage: Keep properly labeled containers tightly closed and in a dry environment with general room ventilation. To ensure optimal product performance, store at room temperature (> 60° F). Avoid freezing.

Incompatible Products: No data available.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

Exposure Guidelines: OSHA PELs, NOISH RELs and ACIH TLVs have not been established for this product.

Individual Protection Measures

Eye/Face Protection: If splashes are likely to occur: Wear safety glasses (with side shields) or goggles. None required for consumer use.

Skin and Body Protection: Wear protective gloves and protective clothing.

Respiratory Protection: If irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Respiratory protection must be provided in accordance with current local regulations.

Hygiene Measures: Remove and wash contaminated clothing before reuse. Avoid contact with skin, eyes or clothing. Do not eat, drink or smoke when using this product.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Physical State: Liquid

Appearance: Colorless, Clear to very slightly hazy at room temperature

Odor: Alcohol-like

Odor Threshold: No Data Available

Property	Values	Remarks/Method
pH	5	Strip Test
Water Solubility	Soluble in Water	None Known
Explosive Properties	Non-Explosive	None Known

Other Information

Softening Point: No Data Available

VOC Content (%): No Data Available

Particle Size: No Data Available

Particle Size Distribution: No Data Available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Not classified as a reactivity hazard

Chemical Stability: Stable under recommended storage conditions

Possibility of Hazardous Reactions: None under normal use and processing

Conditions to Avoid: None known

Safety Data Sheet

Product: SD90+

SDS Date of Preparation/Update: 3/14/2019

Incompatible Materials: Soaps, anionic surfactants
Hazardous Decomposition Products: None known
Polymerization: Hazardous polymerization does not occur

SECTION 11: TOXICOLOGICAL INFORMATION

Likely Routes of Exposure

Inhalation: Exposure to vapor or mist may irritate respiratory tract.
Eye Contact: May cause eye irritation.
Skin Contact: Prolonged contact may cause irritation.
Ingestion: Ingestion may cause irritation to mucous membranes and gastrointestinal tract.

Information on Toxicological Effects

Oral LD50: > 5000 mg/kg Dermal LD50: > 5000 mg/kg

Delayed and Immediate Effects, as well as chronic effects from short and long-term exposure

Sensitization: No Data Available
Mutagenic Effects: No Data Available
Carcinogenicity: Not Known
Reproductive
Toxicity: Not Known
Target Organ Effects: Not Known

SECTION 12: ECOLOGICAL INFORMATION

Environmental Effects: No known significant effects or critical hazards.

SECTION 13: DISPOSAL CONSIDERATIONS

The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Disposal should be in accordance with applicable regional, national and local laws and regulations. Refer to: Sections 6, 7 and 8 for additional handling information and protection of employees.

SECTION 14: TRANSPORT INFORMATION

Non-Hazardous Material: Not applicable to products supplied.
IATA-DGR: Non-Hazardous goods – no ID number, class or packing group assigned.
IMDG: Non-Hazardous goods – no ID number, class or packing group assigned.

SECTION 15: REGULATORY INFORMATION

ANVISA Registration Number(s): 3.5048.0001.001-1; 3.5048.0001.002-8; 3.5048.0001.003-6
US EPA: Classified as Treated Article under FIFRA Requirements

SECTION 16: OTHER INFORMATION

Disclaimer

The information contained herein is, to the best of our knowledge and belief, accurate and current as of the date of this SDS. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. All chemicals may present unknown health hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards which exist. Final determination of suitability of the chemical is the sole responsibility of the user. No representations or warranties, either expressed or implied, of merchantability, fitness for a particular purpose or any other nature are made hereunder with respect to the information contained herein or the chemical to which the information refers. It is the responsibility of the user to comply with all applicable federal, state and local laws and regulations.

SAFETY DATA SHEET



AF315

Section 1. Identification

GHS product identifier : AF315
Product code : 315
Other means of identification : Not available.
Product type : Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Identified uses	
Disinfectant	
Uses advised against	Reason
For Industrial and Institutional Use Only	-

Supplier's details : Betco Corporation
400 Van Camp Road
Bowling Green, Ohio 43402
www.betco.com
888-462-3826

Emergency telephone number (with hours of operation) : Chemtrec (800) 424-9300 24 hour

EPA Details : EPA Statement:
This chemical is a product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-EPA registered chemicals. Below is the signal word as required on the label:

EPA Establishment Number : 4170
EPA Registration Number : 6836-165
EPA Signal Word : Danger

Section 2. Hazards identification

OSHA/HCS status : While this material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200), this SDS contains valuable information critical to the safe handling and proper use of the product. This SDS should be retained and available for employees and other users of this product.

Classification of the substance or mixture : Not classified.

GHS label elements

Signal word : No signal word.
Hazard statements : No known significant effects or critical hazards.
Precautionary statements
Prevention : Not applicable.
Response : Not applicable.
Storage : Not applicable.
Disposal : Not applicable.

Date of issue/Date of revision : 4/3/2020

Date of previous issue : 7/30/2019

Version : 1.01 1/11

Section 2. Hazards identification

Hazards not otherwise classified : None known.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture

Other means of identification : Not available.

Ingredient name	%	CAS number
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	≤3	68424-85-1
Alcohols, C12-15, ethoxylated	≤3	68131-39-5

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

- Eye contact** : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Get medical attention if irritation occurs.
- Inhalation** : Remove victim to fresh air and keep at rest in a position comfortable for breathing. Get medical attention if symptoms occur.
- Skin contact** : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Get medical attention if symptoms occur.
- Ingestion** : Wash out mouth with water. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Do not induce vomiting unless directed to do so by medical personnel. Get medical attention if symptoms occur.

Most important symptoms/effects, acute and delayed

Potential acute health effects

- Eye contact** : No known significant effects or critical hazards.
- Inhalation** : No known significant effects or critical hazards.
- Skin contact** : No known significant effects or critical hazards.
- Ingestion** : No known significant effects or critical hazards.

Over-exposure signs/symptoms

- Eye contact** : No specific data.
- Inhalation** : No specific data.
- Skin contact** : No specific data.
- Ingestion** : No specific data.

Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
- Specific treatments** : No specific treatment.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : Use an extinguishing agent suitable for the surrounding fire.

Unsuitable extinguishing media : None known.

Specific hazards arising from the chemical : In a fire or if heated, a pressure increase will occur and the container may burst.

Hazardous thermal decomposition products : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide
metal oxide/oxides

Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Put on appropriate personal protective equipment.

For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Small spill : Stop leak if without risk. Move containers from spill area. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill : Stop leak if without risk. Move containers from spill area. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Put on appropriate personal protective equipment (see Section 8).

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Section 7. Handling and storage

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. See Section 10 for incompatible materials before handling or use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	None.
Alcohols, C12-15, ethoxylated	None.

Appropriate engineering controls : Good general ventilation should be sufficient to control worker exposure to airborne contaminants.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields. Recommended: safety glasses

Skin protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. < 1 hour (breakthrough time): disposable vinyl

Body protection : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use.

Personal protective equipment (Pictograms) :



Section 9. Physical and chemical properties

Appearance

Physical state	: Liquid.
Color	: Blue.-Green.
Odor	: Fruity. Floral.
Odor threshold	: Not available.
pH	: 6.5 to 8
Melting point	: Not available.
Boiling point	: Not available.
Flash point	: Closed cup: 99°C (210.2°F) [Product does not sustain combustion.]
Evaporation rate	: Not available.
Flammability (solid, gas)	: Not available.
Lower and upper explosive (flammable) limits	: Not available.
Vapor pressure	: Not available.
Vapor density	: Not available.
Relative density	: 1
Solubility	: Easily soluble in the following materials: cold water and hot water.
Solubility in water	: Not available.
Partition coefficient: n-octanol/water	: Not available.
Auto-ignition temperature	: Not available.
Decomposition temperature	: Not available.
Viscosity	: Not available.
Flow time (ISO 2431)	: Not available.

Section 10. Stability and reactivity

Reactivity	: No specific test data related to reactivity available for this product or its ingredients.
Chemical stability	: The product is stable.
Possibility of hazardous reactions	: Under normal conditions of storage and use, hazardous reactions will not occur.
Conditions to avoid	: No specific data.
Incompatible materials	: Not available.
Hazardous decomposition products	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	LD50 Oral	Rat	426 mg/kg	-
Alcohols, C12-15, ethoxylated	LD50 Oral	Rat	2 g/kg	-

Irritation/Corrosion

Section 11. Toxicological information

Product/ingredient name	Result	Species	Score	Exposure	Observation
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	Skin - Severe irritant	Rabbit	-	25 milligrams	-

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Not available.

Specific target organ toxicity (repeated exposure)

Not available.

Aspiration hazard

Not available.

Information on the likely routes of exposure : Routes of entry anticipated: Oral, Dermal.
Routes of entry not anticipated: Inhalation.

Potential acute health effects

Eye contact : No known significant effects or critical hazards.
Inhalation : No known significant effects or critical hazards.
Skin contact : No known significant effects or critical hazards.
Ingestion : No known significant effects or critical hazards.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : No specific data.
Inhalation : No specific data.
Skin contact : No specific data.
Ingestion : No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

Section 11. Toxicological information

General	: No known significant effects or critical hazards.
Carcinogenicity	: No known significant effects or critical hazards.
Mutagenicity	: No known significant effects or critical hazards.
Teratogenicity	: No known significant effects or critical hazards.
Developmental effects	: No known significant effects or critical hazards.
Fertility effects	: No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	Acute EC50 37 ppb Fresh water	Daphnia - Daphnia magna	48 hours
	Acute LC50 64 ppb Fresh water	Fish - Oncorhynchus mykiss	96 hours
Alcohols, C12-15, ethoxylated	Chronic NOEC 4.15 ppb Fresh water	Daphnia - Daphnia magna	21 days
	Chronic NOEC 32.2 ppb	Fish - Pimephales promelas	34 days
	Acute EC50 0.7 mg/l Fresh water	Algae - Pseudokirchneriella subcapitata	96 hours
	Acute EC50 0.39 mg/l Fresh water	Crustaceans - Ceriodaphnia dubia - Neonate	48 hours
	Acute EC50 302 µg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
	Acute LC50 1400 µg/l Fresh water	Fish - Pimephales promelas	96 hours
	Chronic NOEC 1 mg/l Fresh water	Algae - Pseudokirchneriella subcapitata	96 hours
	Chronic NOEC 83 µg/l Fresh water	Daphnia - Daphnia magna - Neonate	21 days

Persistence and degradability

Not available.

Bioaccumulative potential

Product/ingredient name	LogP _{ow}	BCF	Potential
Alcohols, C12-15, ethoxylated	2.03 to 6.24	-	high

Mobility in soil

Soil/water partition coefficient (K_{oc}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	TDG Classification	Mexico Classification	ADR/RID	IMDG	IATA
UN number	Not regulated.	Not regulated.	Not regulated.	Not regulated.	Not regulated.	Not regulated.
UN proper shipping name	-	-	-	-	-	-
Transport hazard class(es)	-	-	-	-	-	-
Packing group	-	-	-	-	-	-
Environmental hazards	No.	No.	No.	No.	No.	No.

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to Annex II of MARPOL and the IBC Code : Not available.

Section 15. Regulatory information

U.S. Federal regulations : **TSCA 4(a) proposed test rules:** Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides
TSCA 8(a) PAIR: 2-methylundecanal; α-hexylcinnamaldehyde; 2-(4-tert-butylbenzyl)propionaldehyde
TSCA 8(a) CDR Exempt/Partial exemption: Not determined
Clean Water Act (CWA) 307: 3,7-dimethyloct-6-enenitrile; disodium [29H,31H-phthalocyaninedisulphonato(4-)-N29,N30,N31,N32]cuprate(2-); copper
Clean Water Act (CWA) 311: propylene oxide

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Listed

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

Section 15. Regulatory information

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Not listed

SARA 302/304

Composition/information on ingredients

Name	%	EHS	SARA 302 TPQ		SARA 304 RQ	
			(lbs)	(gallons)	(lbs)	(gallons)
propylene oxide	≤0.1	Yes.	10000	1444.3	100	14.4

SARA 304 RQ : 435729847.5 lbs / 197821350.8 kg [52258872.2 gal / 197821350.8 L]

SARA 311/312

Classification : Not applicable.

Composition/information on ingredients

Name	%	Classification
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	≤3	ACUTE TOXICITY (oral) - Category 4 SKIN CORROSION - Category 1B
Alcohols, C12-15, ethoxylated	≤3	SERIOUS EYE DAMAGE - Category 1 ACUTE TOXICITY (oral) - Category 4 SERIOUS EYE DAMAGE - Category 1

State regulations

Massachusetts : None of the components are listed.

New York : None of the components are listed.

New Jersey : The following components are listed: ETHYL ALCOHOL; ALCOHOL

Pennsylvania : The following components are listed: DENATURED ALCOHOL; ETHANOL; Isopropanol

California Prop. 65

 **WARNING:** This product can expose you to Propylene oxide, which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

Ingredient name	No significant risk level	Maximum acceptable dosage level
Propylene oxide	-	-

International regulations

Chemical Weapon Convention List Schedules I, II & III Chemicals

Not listed.

Montreal Protocol

Not listed.

Stockholm Convention on Persistent Organic Pollutants

Not listed.

Rotterdam Convention on Prior Informed Consent (PIC)

Not listed.

UNECE Aarhus Protocol on POPs and Heavy Metals

Not listed.

Inventory list

Australia : Not determined.

Canada : At least one component is not listed.

China : Not determined.

Section 15. Regulatory information

Europe	: Not determined.
Japan	: Japan inventory (ENCS): Not determined. Japan inventory (ISHL): Not determined.
Malaysia	: Not determined
New Zealand	: Not determined.
Philippines	: Not determined.
Republic of Korea	: Not determined.
Taiwan	: Not determined.
Thailand	: Not determined.
Turkey	: Not determined.
United States	: All components are listed or exempted.
Viet Nam	: Not determined.

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Health	/	0
Flammability		1
Physical hazards		0

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

National Fire Protection Association (U.S.A.)



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Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

Procedure used to derive the classification

Classification	Justification
Not classified.	

History

Date of printing	: 4/3/2020
Date of issue/Date of revision	: 4/3/2020
Date of previous issue	: 7/30/2019
Version	: 1.01

Section 16. Other information

Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
UN = United Nations

References : Not available.

✔ Indicates information that has changed from previously issued version.

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.



Customer Service: [1-888-GO-BETCO](tel:1-888-GO-BETCO)
Equipment Tech Support [1-877-856-5954](tel:1-877-856-5954)
8AM - 5:30PM EST, Monday - Friday

AF315



AF315

Neutral pH Disinfectant, Detergent and
Deodorant

UPC: 700427315045

Form: liquid

Use: Disinfectant Cleaner

Date of Disclosure: 1/1/2020

Date code

The first two numbers represent the last two digits of the calendar year produced. The last three numbers represent the day of the year the product was packaged. E.G. 19134 would be the 134th day of 2019.

SDS

[315 - AF315 SDS English](#)

[315 - AF315 SDS English \(Diluted\)](#)

Ingredients

Water	<i>carrier</i>
CAS Number: 7732-18-5	

Alkyl C12-16 Dimethylbenzyl Ammonium Chloride	<i>antimicrobial agent</i>
CAS Number: 68424-85-1	

[AOEC Asthmagens](#)

C12-15 Alcohols Ethoxylated	<i>surfactant cleaning agent</i>
CAS Number: 68131-39-5	

Isopropanol	<i>solvent cleaning agent</i>
CAS Number: 67-63-0	

Orange Terpenes	<i>fragrance ingredient</i>
CAS Number: 68647-72-3	10

fragrance component	<i>fragrance ingredient</i>
CAS Number: Withheld	16

2,6-dimethyloct-7-en-2-ol	<i>fragrance ingredient</i>
CAS Number: 18479-58-8	6

Isoamyl salicylate	<i>fragrance ingredient</i>
CAS Number: 87-20-7	13

Butylphenyl Methylpropional	<i>fragrance ingredient</i>
CAS Number: 80-54-6	12

[EU Fragrance Allergens](#)

Citronellyl Nitrile	<i>fragrance ingredient</i>
CAS Number: 51566-62-2	8

Benzeneethanol	<i>fragrance ingredient</i>
CAS Number: 60-12-8	9

Hexyl Cinnamal	<i>fragrance ingredient</i>
CAS Number: 101-86-0	1

[EU Fragrance Allergens](#)

Coumarin *fragrance ingredient*
14

CAS Number: 91-64-5

[EU Fragrance Allergens](#)

4-Tert-butylcyclohexyl acetate *fragrance ingredient*
7

CAS Number: 32210-23-4

Terpineol *fragrance ingredient*
15

CAS Number: 98-55-5

Linalool *fragrance ingredient*
11

CAS Number: 78-70-6

[EU Fragrance Allergens](#)

Benzyl acetate *fragrance ingredient*
5

CAS Number: 140-11-4

Geraniol *fragrance ingredient*
2

CAS Number: 106-24-1

[EU Fragrance Allergens](#)

Methyl Ionone *fragrance ingredient*
4

CAS Number: 1335-46-2

2-methylundecanal *fragrance ingredient*
3

CAS Number: 110-41-8

Direct Blue 86 *colorant*
CAS Number: 1330-38-7

Betco Corporation is not liable for any inappropriate or inaccurate translations provided by this service. Please use at your own discretion.

FOR DILUTED PRODUCT ONLY

The product in this container is diluted as directed on the pesticide label. Follow directions for use on the pesticide label when applying this product.

PRECAUTIONARY STATEMENTS
Hazards to Humans and Domestic Animals

DANGER. Corrosive. Causes irreversible eye damage. Do not get in eyes or on clothing. Avoid contact with skin. Wear protective eyewear (goggles, face shield or safety glasses) and protective gloves (rubber, chemical resistant) when handling. Harmful if swallowed. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove contaminated clothing and wash clothing before reuse.



SDS No. 315

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 400 Van Camp Road | Bowling Green, Ohio 43402
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RLB5423



0231516

BETCO®



AF315

READY-TO-USE

Disinfectant • Deodorant • Cleaner

Kills *Pseudomonas*, *Salmonella*,
 and *Staphylococcus*
 Virucidal*



**KEEP OUT OF REACH
 OF CHILDREN
 DANGER
 PELIGRO**

SEE SIDE PANEL FOR
 ADDITIONAL PRECAUTIONARY
 STATEMENTS AND FIRST AID.

ACTIVE INGREDIENTS:

Alkyl (58% C₁₄, 28% C₁₆, 14% C₁₂)
 dimethyl benzyl ammonium chloride ..2.00%
 OTHER INGREDIENTS98.00%
 TOTAL100.00%

EPA REG. NO. 6836-165-4170

DISINFECTANT

315

Betco Master - 06/2016



ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING



Workplace Exposure Analysis

0104282020

Client - Town of Pembroke Park
3150 S.W. 52nd Avenue,
Pembroke Park, Florida 33023
Project Number: 0104282020

Prepared for

Town of Pembroke Park

Document Information

Prepared for Town of Pembroke Park

Project Name Exposure Assessment

Job Reference 0104282020

Date 5/13/2020

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Document Control

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1.0 Executive Summary

With the current state of affairs, there have been several documented cases of over exposures to building occupants to chemicals because workers are using cleaning products at higher than recommended concentrations in an effort to ensure potential contamination issues are addressed.

Based on an examination of the Safety Data Sheets and ingredient lists of the identified products, the likely candidates that probably contributed to the exposure issues are SD90+, Renown Non-Ammoniated Glass Cleaner REN02804-MS and BETCO AF315.

In the future, it would be important to either use safer substitute products or if the same chemical products are used, then ensure that proper concentrations are used during the cleaning process.

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2.0 Introduction

2.1 Purpose

ATC was contracted to examine potential causes of a probable workplace chemical exposure that resulted in employee complaints of symptoms – eye irritation and upper respiratory problems. Sanitizing was performed on Tuesday, April 14, 2020 at Town Hall by Jan Pro, a one-time cleaning service company. Employees began to develop symptoms upon returning to work 16 hours later on Wednesday, April 15.

2.2 Methodology

Safety data sheets and ingredient lists were examined to determine potential hazards from the identified ingredients.

3.0 Analysis

3.1 Cosgrove diamond shine class cleaner

The Safety Data Sheet for this product does not list any regulatory exposure limits. In addition, the Safety Data Sheet (SDS) indicates that the chemical does not meet the hazardous criteria set forth by the 2012 Occupational Safety and Health Act (OSHA) Hazard Communication Standard (29 CFR 1910.1200).

3.2 SNIPER Hospital disinfectant

SNIPER hospital disinfectant is advertised as a mild non-hypochlorite, oxidative formulation that has very low toxicity, is hypoallergenic and noncorrosive in recommended concentrations.

Although this product does not list any regulatory exposure limits on its Safety Data Sheet, and has a Health rating of 0 with no required personal protective equipment, it does indicate that eye contact with this product may cause mild eye irritation with discomfort.

SNIPER Hospital Disinfectant has EPA Reg. No. 71700-2 as a pesticide.

3.3 Renown Lavender MULTI-PURPOSE CLEANER REN0719-MS

This product does not list any regulatory exposure limits on its Safety Data Sheet. It has a Health rating of 1 with no required personal protective equipment, and the SDS does indicate that eye contact with this product may cause eye irritation.

3.4 Renown Non-Ammoniated Glass Cleaner REN02804-MS

REN02804-MS (107557)/REN02812-MS(107558) is a Non-Ammoniated Glass Cleaner. The product contains isopropanol and ethylene glycol butyl ether. Both ingredients are regulated by the Occupational Health and Administration (OSHA) with Permissible Exposure Limits (PEL) A PEL is an exposure limit for workplace exposure as an 8 hour time weighted averages. The PEL for isopropanol PEL is 400 parts per million (ppm). The PEL for ethylene glycol butyl ether is 50 ppm. In addition, it is classified as an eye irritant.

3.5 SD90+

The Safety Data Sheet for SD90+ indicates that the primary ingredients are proprietary organofunctional silane and inert ingredients. Both are considered trade secrets in accordance with 29 CFR 1910.1200(i) of OSHA's Hazard Communication Standard.

The product is classified as Category 2 for both skin and eye irritation and Category 1 for Respiratory/Skin Sensitization under the Globally Harmonized System (GHS) for Hazard Communication. The GHS includes criteria for the classification of health, physical and environmental hazards, as well as specifying what information should be included on labels of hazardous chemicals as well as safety data sheets.

3.6 BETCO AF315

This product contains Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides ≤ 3 CAS Number 68424-85-1 and Alcohols, C12-15, ethoxylated CAS Number 68131-39-5.

The label indicates that the product is corrosive, causes irreversible eye damage and not to get the product in eyes or clothing. In addition, statements are included regarding use of protective eyewear and gloves when handling.

BETCO AF315 uses the antimicrobial agent, Alkyl C12-16 Dimethylbenzyl Ammonium Chloride, CAS Number 68424-85-1. This agent is listed by the Association of Occupational and Environmental Clinics (AOEC) as an asthmagen. An asthmagen is a designation established for sensitizer-induced asthma in 2002, and for irritant-induced asthma (Reactive Airways Dysfunction Syndrome) in 2008.

The AOEC Exposure Code List was first developed in 1994, for use by AOEC members in order to help systematically identify both existing and emerging occupational and environmental health concerns (Hunting and McDonald, "Development of a Hierarchical Exposure Coding System for Clinic-Based Surveillance of Occupational Disease and Injury", *Appl. Occup. Environ. Hyg.* 10(4), April, 1995). Neither the AOEC exposure code list nor the asthmagen designations are considered an official document of any governmental agency.

A supplemental designation for astmagens (indicated by an "A") is included on the list. Formal criteria for the asthmagen designation were first established for sensitizer-induced asthma in 2002, and for irritant-induced asthma (Reactive Airways Dysfunction Syndrome (RADS)) in 2008. These criteria were developed in collaboration with experts in occupational and pulmonary medicine. Both sets of criteria have been reviewed and approved by the AOEC Board of Directors and are posted as a combined document (revised 1/7/09).

The AOEC Exposure Code List was developed as a tool to help clinicians. It does not replace the user's obligation to assess each situation on its individual merits and to draw independent judgments. In particular, the asthmagen list is not exhaustive. It is likely that some exposures not yet designated as astmagens are capable of inducing asthma. Furthermore, the AOEC asthmagen criteria do not reflect a specific exposure scenario which will alter the risk of asthma from a particular substance (e.g. encapsulated or airborne form, enclosed or open process, low or high concentration).

4.0 Conclusions and Recommendations

With the current state of affairs, there have been several documented cases of over exposures to chemical due to workers using cleaning products at higher than recommended concentrations in an effort to ensure potential contamination is addressed.

Based on an examination of the Safety Data Sheets and ingredient lists of the identified products, the likely candidates that probably contributed to the exposure issues are SD90+, Renown Non-Ammoniated Glass Cleaner REN02804-MS(107557)/REN02812-MS(107558) and BETCO AF315. BETCO AF315 is the most likely source, given the information on the SDS and label.

In the future, it would be important to either use safer substitute products or ensure that if the same chemical products are used, then ensure that proper concentrations are used during the cleaning process.

5.0 Assumptions and Limitations

The results, findings, conclusions, and recommendations expressed in the report are based only on conditions that were noted during the NESHAP pre-renovation asbestos survey conducted on August 2 and 5, 2019. Selection of sample locations and frequency of sample collection were based on EPA Guidance documents, Florida Administrative Code requirements, ATC's observations, and the assumption that building information presented to ATC allowed the proper designation of homogenous materials for each building.

This document does not contain the elements necessary for an Abatement Work plan, and this document does not contain, nor should it take the place of technical specifications for ACM removal.

Our professional services have been performed, our findings obtained, and our conclusions and recommendations prepared in accordance with customary principles and practices in the fields of environmental science and engineering.

This statement is in lieu of other statements either expressed or implied. This report does not warrant against changes to material from future operations or conditions, nor does it warrant against operations or conditions against present ACM material in locations not investigated.

The scope of services performed in execution of this evaluation may not be appropriate to satisfy the needs of other users, and use or re-use of this document or the findings, conclusions, or recommendations is at the risk of said user.

6.0 Appendix A Safety Data Sheets

- Cosgrove Diamond Shine Class Cleaner
- SNIPER Hospital disinfectant
- Renown Lavender MULTI-PURPOSE CLEANER REN0719-MS
- Renown Non-Ammoniated Glass Cleaner REN02804-MS
- SD90+
- BETCO AF315

Safety Data Sheet

Issue Date: 22-Dec-2014

Revision Date: 21-Aug-2017

Version 2

1. IDENTIFICATION

Product Identifier

Product Name Glass Concentrate

Other means of identification

SDS # DSI-110

Product Code 4402, 4405, 44015, 44030, 44055, 4402NF, 4405NF, 44015NF, 44030NF, 44055NF
Synonyms Glass Clean Concentrate, Glass Clean Concentrate NF.

Recommended use of the chemical and restrictions on use

Recommended Use Glass cleaner.

Details of the supplier of the safety data sheet

Supplier Address

Diamond Shine, Inc
1340 E. 289th St
Wickliffe, OH 44092

Emergency Telephone Number

Company Phone Number 800-843-7627
Emergency Telephone (24 hr) INFOTRAC 1-352-323-3500 (International)
1-800-535-5053 (North America)

2. HAZARDS IDENTIFICATION

Appearance According to product specification

Physical State Liquid

Odor Various

Classification

This chemical does not meet the hazardous criteria set forth by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200). However, this Safety Data Sheet (SDS) contains valuable information critical to the safe handling and proper use of this product. This SDS should be retained and available for employees and other users of this product.

3. COMPOSITION/INFORMATION ON INGREDIENTS

The product contains no substances which, at their given concentration, are considered to be hazardous to health.

4. FIRST-AID MEASURES

First Aid Measures

General Advice	Provide this SDS to medical personnel for treatment.
Eye Contact	Rinse thoroughly with plenty of water for at least 15 minutes, lifting lower and upper eyelids. Consult a physician.
Skin Contact	Wash off immediately with plenty of water for at least 15 minutes.
Inhalation	Remove to fresh air.
Ingestion	Clean mouth with water and drink afterwards plenty of water.

Most important symptoms and effects

Symptoms None known.

Indication of any immediate medical attention and special treatment needed

Notes to Physician Treat symptomatically.

5. FIRE-FIGHTING MEASURES**Suitable Extinguishing Media**

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable Extinguishing Media Not determined.

Specific Hazards Arising from the Chemical

Not determined.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES**Personal precautions, protective equipment and emergency procedures**

Personal Precautions Use personal protective equipment as required.

Methods and material for containment and cleaning up

Methods for Containment Prevent further leakage or spillage if safe to do so.

Methods for Clean-Up Keep in suitable, closed containers for disposal.

7. HANDLING AND STORAGE**Precautions for safe handling**

Advice on Safe Handling Handle in accordance with good industrial hygiene and safety practice.

Conditions for safe storage, including any incompatibilities

Storage Conditions Keep containers tightly closed in a dry, cool and well-ventilated place.

Incompatible Materials None known based on information supplied.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION**Exposure Guidelines**

This product, as supplied, is not known to contain any materials with established occupational exposure limits.

Appropriate engineering controls

Engineering Controls Apply technical measures to comply with the occupational exposure limits.

Individual protection measures, such as personal protective equipment

Eye/Face Protection	Avoid contact with eyes.
Skin and Body Protection	Wear suitable protective clothing.
Respiratory Protection	Ensure adequate ventilation, especially in confined areas.
General Hygiene Considerations	Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES**Information on basic physical and chemical properties**

Physical State	Liquid	Odor	Various
Appearance	According to product specification	Odor Threshold	Not determined
Color	According to product specification		

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	8-10	
Melting Point/Freezing Point	Not determined	
Boiling Point/Boiling Range	Not determined	
Flash Point	Not determined	
Evaporation Rate	Not determined	
Flammability (Solid, Gas)	Not determined	
Upper Flammability Limits	Not determined	
Lower Flammability Limit	Not determined	
Vapor Pressure	Not determined	
Vapor Density	Not determined	
Specific Gravity	.97	
Water Solubility	Not determined	
Solubility in other solvents	Not determined	
Partition Coefficient	Not determined	
Auto-ignition Temperature	Not determined	
Decomposition Temperature	Not determined	
Kinematic Viscosity	Not determined	
Dynamic Viscosity	5 cSt	
Explosive Properties	Not determined	
Oxidizing Properties	Not determined	

10. STABILITY AND REACTIVITY**Reactivity**

Not reactive under normal conditions.

Chemical Stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

None under normal processing.

Conditions to Avoid

Keep out of reach of children.

Incompatible Materials

None known based on information supplied.

Hazardous Decomposition Products

None known based on information supplied.

11. TOXICOLOGICAL INFORMATION**Information on likely routes of exposure****Product Information**

Eye Contact	Avoid contact with eyes.
Skin Contact	Avoid contact with skin.
Inhalation	Do not inhale.
Ingestion	Do not ingest.

Component Information**Information on physical, chemical and toxicological effects**

Symptoms	Please see section 4 of this SDS for symptoms.
-----------------	--

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Carcinogenicity	Based on the information provided, this product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.
------------------------	---

Numerical measures of toxicity

Not determined

12. ECOLOGICAL INFORMATION**Ecotoxicity**

The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Persistence/Degradability

Not determined.

Bioaccumulation

Not determined.

Mobility

Not determined

Other Adverse Effects

Not determined

13. DISPOSAL CONSIDERATIONS**Waste Treatment Methods**

Disposal of Wastes	Disposal should be in accordance with applicable regional, national and local laws and regulations.
Contaminated Packaging	Disposal should be in accordance with applicable regional, national and local laws and regulations.

14. TRANSPORT INFORMATION

<u>Note</u>	Please see current shipping paper for most up to date shipping information, including exemptions and special circumstances.
<u>DOT</u>	Not regulated
<u>IATA</u>	Not regulated
<u>IMDG</u>	Not regulated

15. REGULATORY INFORMATION**International Inventories**

All ingredients are listed or exempt from listing on Chemical Substance Inventory

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDL - Canadian Domestic Substances List/Non-Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

ENCS - Japan Existing and New Chemical Substances

IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

AICS - Australian Inventory of Chemical Substances

US Federal Regulations**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

This product does not contain any substances regulated under applicable state right-to-know regulations

16. OTHER INFORMATION**NFPA****Health Hazards****Flammability****Instability****Special Hazards****HMIS****Health Hazards****Flammability****Physical Hazards****Personal Protection**

Not determined

Not determined

Not determined

Not determined

Not determined

Not determined

Not determined

Not determined

Issue Date: 22-Dec-2014
Revision Date: 21-Aug-2017
Revision Note: Information in Section 15

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



SAFETY DATA SHEET

IDENTIFICATION	SNiPER® Hospital Disinfectant	June 2015
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SECTION 1: PRODUCT AND COMPANY INFORMATION

Product Name: SNiPER

MANUFACTURER / DISTRIBUTOR:

GLOBAL ENVIRONMENTAL RESTORATION, INC
P.O. BOX 667
CARENCRO, LA 70520

PHONE NUMBERS:

PRODUCT INFORMATION
MEDICAL EMERGENCY

877-236-4710
877-236-4710

H	0	
F	0	
R	0	
PE	None	

SECTION 2 - COMPOSITION / INFORMATION ON INGREDIENTS

COMPONENTS	CAS NUMBER	WT %
Chlorine Dioxide (stabilized).....	10049-04-4	0.200
n-Alkyl (60% C14, 30% C16, 5% C12, 5% C18) Dimethyl benzyl ammonium chloride.....	Mixture	0.085%
n-Alkyl (68% C12, 32% C14)Dimethyl Ethylbenzyl Ammonium chloride.....	Mixture	0.085%
Water	7732-18-5	99.59%
<u>Inert Ingredients</u>	Mixture	<u>0.040%</u>
TOTAL		100.00%

At these concentrations none of the ingredients are known to pose any hazards to human health.

SECTION 3 - HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

Colorless liquid with mild fresh odor. Avoid contact with eyes. Keep out of reach of children

HMIS Rating:

Health: 0

Flammability: 0

Reactivity: 0

PPE: None

Potential Health Effects

Eye Contact: Eye contact may cause mild eye irritation with discomfort

Skin Contact: Does NOT cause skin irritation and the product is NOT a skin sensitizer

Inhalation: Does NOT cause any respiratory irritation. If consumer product accidentally contacts strong acids in restrictive ventilation area, avoid breathing the vapors, and allow adequate time for the vapors to disperse before re-entering the restricted area

Ingestion: Non-Toxic

Carcinogenic Information

None of the components present in this material at concentrations equal to or greater than 0.1% are listed by IARC, NTP, OSHA, and ACGIH as carcinogens

SECTION 4 - FIRST AID MEASURES

Inhalation

Does NOT cause any respiratory irritation. If Consumer product accidentally contacts strong acids in restricted ventilation area, avoid breathing the vapors, and allow adequate time for the vapors to disperse before re-entering the restricted area.

Skin Contact

Does NOT cause skin irritation. In case of contact, flush skin with plenty of water

Eye Contact

In case of contact, immediately flush eyes with plenty of water for at least 15 minutes

Ingestion

Give large amounts of water and consult a physician

SECTION 5 - FIRE FIGHTING MEASURES

Flammable Properties:

Flash Point: Not Applicable (Non Flammable)

Burn Rate: Unknown

Flammable Limits:

Lower Flammable Limit: Not Established

Upper Flammable Limits: Not Established

Flammability Classification: Non-Flammable Liquid

Autoignition Temperature: Not Established

Hazardous Combustion Products: Thermal or other decomposition may yield chlorine dioxide or chlorine

Extinguishing Media: N/A (Non-Flammable liquid)

Additional Considerations: None

FIRE FIGHTING INSTRUCTIONS: Non-Flammable Liquid

NFPA RATING:

Health: 0

Flammability: 0

Reactivity: 0

Other Hazards: 0

SECTION 6 - ACCIDENTAL RELEASE MEASURES

Spill Clean-Up

No special clean-up measures are required for the consumer product. To avoid the possibility of discoloring the spill should be absorbed with paper towels, and the area rinsed with clean water

Accidental Release Measures

Spills are very slippery and should be cleaned up promptly

SECTION 7 - HANDLING AND STORAGE

Handling: Keep away from heat and strong acids. Do not ingest. Keep container closed. Use only with adequate ventilation.

Storage: Keep container tightly closed and sealed until ready for use. Keep container in a well-ventilated place. Do not store above 120°F or near fire or open flame. Store large quantities buildings to comply with OSHA 1910.106. Do not transfer contents of bottles or other unlabeled containers. Do not reuse empty containers. Keep out of reach of children.

Incompatible materials: Strong Acids

Special Packaging Materials: None

SECTION 8 - EXPOSURE CONTROL / PERSONAL PROTECTION

Engineering Controls

Use in adequately ventilated areas

Personal Protective Equipment

Eye / Face Protection: Not required for consumer product

Skin Protection: Not required for consumer product

Respirators: None required for normal use. If consumer product accidentally contacts strong acids in restricted ventilation area, avoid breathing the vapors, and allow adequate time for the vapors to disperse before re-entering the restricted area.

Exposure Limits:

Chlorine Dioxide (Stabilized):

PEL (OSHA): Not Available

TLV (ACGIH): Not Available

n-Alkyl Dimethyl Benzyl Ammonium Chloride:

PEL (OSHA): Not Available

TLV (ACGIH): Not Available

n-Alkyl Dimethyl Ethylbenzyl Ammonium Chloride:

PEL (OSHA): Not Available

TLV (ACGIH): Not Available

Water:

PEL (OSHA): Not Available

TLV (ACGIH): Not Available

Inert Ingredients:

PEL (OSHA): Not Available

TLV (ACGIH): Not Available

Global Environmental Restoration Inc.

Issued June 2015

PG 5

Material Safety Data Sheet

SNiPER™

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Colorless Liquid
Odor:	Mild Fresh
Physical State:	Liquid
pH:	Approximately 8.5
Boiling Point (°F):	212
Melting Point (°F):	Not Applicable
Freezing Point (°F):	< 32
Solubility in Water:	100%
Vapor Pressure (mm Hg):	Not Available
Vapor Density:	Not Available
Volatile Organic Compounds (VOC):	None
Evaporation Rate:	Less than Ether
Specific Gravity:	1.003@68°F (20°C)
Density (lb/gal):	8.40 @ 68°F (20°C)
Viscosity (cP):	0.90 @ 77°F (25°C)

SECTION 10 - STABILITY AND REACTIVITY

Chemical Stability: The product is stable

Incompatibility with other Materials: Strong acids

Conditions to avoid: Contact with strong acids

Hazardous Decomposition Products: Thermal or other decomposition may yield chlorine dioxide or chlorine

Hazardous Polymerization: Will not occur.

SECTION 11 - TOXICOLOGICAL INFORMATION

TOXICITY TESTING – ACUTE Inhalation – Studies with Wistar Albino rats exposed to a respirable aerosol made from a solution of SNiPER at a level of 2.08 mg/l for four hours resulted in no deaths and no abnormal necropsy observations. **Eye Contact** – Studies with New Zealand white rabbits showed this product is a very mild ocular irritant; mild conjunctival irritation was observed, but cleared within 72 hours. **Skin Contact** – Study of dermal toxicity in New Zealand white rabbits showed the product to be non-toxic: Dermal LD₅₀ > 5,000 mg/kg of body weight; Study of dermal irritation in New Zealand white rabbits showed the product is not a dermal irritant. In Dermal Sensitization studies, SNiPER was determined not to be a sensitizer. **Swallowing** - Acute oral toxicity in albino rats: Non-toxic LD₅₀ > 5,000 mg/kg of body weight.

EPA TOXICITY RATING - IV: This is the lowest category on the scale and is designed for substances that are the least hazardous.

SECTION 12 - ECOLOGICAL INFORMATION

Environmental Hazards: No data available

Environmental Fate: No data available

SECTION 13 - DISPOSAL CONSIDERATIONS

Waste Disposal: Treatment, storage, transportation, and disposal must be accordance with applicable Federal, State/Provincial and Local regulations.

SECTION 14 - TRANSPORT INFORMATION

DOT

Proper Shipping Name:	Not regulated for air, ground, or ocean shipments
Hazards Class:	N/A
Subsidiary Hazard Class:	N/A
I.D. No. (UN/NA):	N/A
Packing Group:	N/A
Special Information:	None
DOT Label(s):	None

IMO / IMDG

Proper Shipping Name:	Not regulated for air, ground, or ocean shipments
Hazards Class:	N/A
Subsidiary Hazard Class:	N/A
I.D. No. (UN/NA):	N/A
Packing Group:	N/A
Marine Pollutant:	No
Special Information:	None

IATA / ICAO

Proper Shipping Name:	Not regulated for air, ground, or ocean shipments
Hazards Class:	N/A
Subsidiary Hazard Class:	N/A
I.D. No. (UN/NA):	N/A

SECTION 15 - REGULATION INFORMATION

U.S. Federal Regulations:

TSCA: All components appear in TSCA Inventory

OSHA: Refer to Section 8 for exposure limits

CERCLA SARA HAZARD CATEGORY:

Section 311 and 312: This product has been reviewed according to the EPA "Hazard Categories" promulgated under Sections 311 and 312 of the Superfund Amendment and Reauthorization Act of 1986 (SARA Title III) and is considered, under the application definitions, to meet the following categories: None

Section 313: This product contains following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372: None

State regulations:

State Right to know information is not provided

California prop. 65 (no significant risk level): None

International Regulations:

Canadian WHMIS: Not Controlled

Canadian Environmental Protection Act (CEPA): Additional information available upon request

EU regulations:

Risk Phrases	R36- Irritating to the eyes(Prolonged contact only)
Safety Phrases:	S2- Keep out of reach of children
	S25- Avoid contact with eyes

EINECS: Additional information available upon request. All components are listed on EINECS

SECTION 16 - OTHER INFORMATION

The information is furnished without warranty, expressed or implied, except that it is accurate to the best knowledge of Global Environmental Restoration, Inc. The Data on this sheet related only to the specific material designed herein. G.E.R. Inc. assumes no legal responsibility for the use or reliance on this data.

END OF SDS

SAFETY DATA SHEET

Date Issued : 03/30/2015
SDS No : Home Depot_Lavender Multi-Purpose Cleaner
Date Revised : 10/14/2019
Revision No : 2

Lavender Multi-Purpose Cleaner

1. PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: Lavender Multi-Purpose Cleaner
PRODUCT DESCRIPTION: Lavender Multi-Purpose Cleaner
PRODUCT CODE: REN07108-MS(2462442)/REN07109-MS(246244)
CHEMICAL FAMILY: Detergent blend

DISTRIBUTOR

Home Depot
701 San Marco Blvd.
Jacksonville, FL 32207
Customer Service: 866-412-6726

24 HR. EMERGENCY TELEPHONE NUMBERS

VERISK 3E - 1-800-451-8346 (USA)
1-760-602-8703 (INTERNATIONAL)

2. HAZARDS IDENTIFICATION

GHS CLASSIFICATIONS

Health:

Eye Irritation, Category 2B

GHS LABEL

SIGNAL WORD: WARNING

HAZARD STATEMENTS

H320: Causes eye irritation.

PRECAUTIONARY STATEMENT(S)

Prevention:

P262: Do not get in eyes, on skin, or on clothing.
P264: Wash hands thoroughly after handling.
P102: Keep out of reach of children.

Response:

P305+P351+P338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P337+P313: If eye irritation persists: Get medical advice/attention.
P301+P312: IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell.

Storage:

P404: Store in a closed container.

Disposal:

P501: Dispose of contents/container according to all local, state and Federal regulations.

EMERGENCY OVERVIEW

PHYSICAL APPEARANCE: Purple liquid.

IMMEDIATE CONCERNS: Eye irritant

POTENTIAL HEALTH EFFECTS

EYES: Contact causes eye irritation.

SKIN: Skin irritant with prolonged or repeated contact.

SKIN ABSORPTION: None Expected.

INGESTION: Although of moderate to low toxicity, ingestion of large amounts can cause gastrointestinal irritation, nausea, vomiting, diarrhea.

INHALATION: None Expected.

REPRODUCTIVE TOXICITY

TERATOGENIC EFFECTS: None known.

CARCINOGENICITY: No listed substance

MUTAGENICITY: None known.

ROUTES OF ENTRY: Ingestion, eye

CANCER STATEMENT: No listed substance

WARNING CAUTION LABELS: None

3. COMPOSITION / INFORMATION ON INGREDIENTS

Chemical Name	Wt. %	CAS
Nonylphenol Ethoxylate	0 - 5	127087-87-0
Propylene Glycol N-Propyl Ether	0 - 1	1569-01-3
Fragrance	0 - 1	TS
Dye	< 0.1	TS
Water	> 90	7732-18-5

4. FIRST AID MEASURES

EYES: Immediately flush eyes with plenty of water. Get medical attention, if irritation persists.

SKIN: Wash with soap and water. Get medical attention if irritation develops or persists.

INGESTION: Get immediate medical attention. Do not induce vomiting unless instructed to do so by poison center or physician.

INHALATION: No special requirements.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

EYES: Burning sensation with tearing, redness.

SKIN: Redness and itching sensation.

INGESTION: Irritation of mouth, throat, along with stomach upset, vomiting.

INHALATION: No known significant effects or critical hazards.

ACUTE EFFECTS: None known.

CHRONIC EFFECTS: No known significant effects or critical hazards.

5. FIRE FIGHTING MEASURES

FLAMMABLE CLASS: NA = Not Applicable

EXTINGUISHING MEDIA: No special requirements.

EXPLOSION HAZARDS: None

FIRE FIGHTING PROCEDURES: NA = Not Applicable

6. ACCIDENTAL RELEASE MEASURES

SMALL SPILL: Avoid walking in product. Wipe up or otherwise flush small spills to sanitary sewer.

LARGE SPILL: Avoid walking in material. Prevent product from entering into stream, soil, storm sewer or other bodies of water.

ENVIRONMENTAL PRECAUTIONS

WATER SPILL: Avoid discharges into open waterways.

LAND SPILL: Avoid discharge to soil.

AIR SPILL: NA = Not Applicable

7. HANDLING AND STORAGE

GENERAL PROCEDURES: Close container after use.

HANDLING: Avoid contact with skin and eyes. Wash hands before eating, drinking, smoking or using toilet facilities.

STORAGE: Store in closed container in an area inaccessible to children.

STORAGE TEMPERATURE: Store at ambient temperatures.

STORAGE PRESSURE: Store at ambient atmospheric pressure.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

ENGINEERING CONTROLS: No special requirements.

PERSONAL PROTECTIVE EQUIPMENT

EYES AND FACE: Safety glasses with side shields.

SKIN: Rubber or other chemical resistant gloves.

RESPIRATORY: NA = Not Applicable

PROTECTIVE CLOTHING: NA = Not Applicable

9. PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL STATE: Liquid

ODOR: Lavender

ODOR THRESHOLD: Not Established

COLOR: Purple

pH: 6.0 to 8.0

PERCENT VOLATILE: >90

FLASH POINT AND METHOD: None

FLAMMABLE LIMITS: N/A
AUTOIGNITION TEMPERATURE: NA = Not Applicable
VAPOR PRESSURE: ~ 20 mm Hg at (68°F)
VAPOR DENSITY: ~ 1 Air = 1
BOILING POINT: 212° F; 100° C
FREEZING POINT: 32° F; 0° C
SOLUBILITY IN WATER: Complete
EVAPORATION RATE: (Water =1) 1.0
DENSITY: 8.33 at (68°F)
SPECIFIC GRAVITY: 0.998 grams/ml.
VISCOSITY: Water thin.
(VOC): None

10. STABILITY AND REACTIVITY

REACTIVITY: Stable
HAZARDOUS POLYMERIZATION: Will not occur.
STABILITY: No known significant effects or critical hazards.
CONDITIONS TO AVOID: Strong oxidizing materials.
HAZARDOUS DECOMPOSITION PRODUCTS: None Expected.
INCOMPATIBLE MATERIALS: Strong oxidizers

11. TOXICOLOGICAL INFORMATION

ACUTE TOXICITY

Chemical Name	ORAL LD ₅₀ (rat)	DERMAL LD ₅₀ (rabbit)
Nonylphenol Ethoxylate	16000 mg/kg (rat)	4490 mg/kg (rabbit)
Propylene Glycol N-Propyl Ether	2000 to 4350 mg/kg (rat)	3800 to 4350 mg/kg (rabbit)

DERMAL LD₅₀: No known significant effects or critical hazards.

INHALATION LC₅₀: No known significant effects or critical hazards.

SERIOUS EYE DAMAGE/IRRITATION: Not Established

RESPIRATORY OR SKIN SENSITISATION: No known significant effects or critical hazards.

GERM CELL MUTAGENICITY: No known significant effects or critical hazards.

REPRODUCTIVE TOXICITY: No known significant effects or critical hazards.

12. ECOLOGICAL INFORMATION

ENVIRONMENTAL DATA: No known significant effects or critical hazards.

ECOTOXICOLOGICAL INFORMATION: No known significant effects or critical hazards noted.

BIOACCUMULATION/ACCUMULATION: None Expected.

DISTRIBUTION: Not Established

AQUATIC TOXICITY (ACUTE)

96-HOUR LC₅₀: > 100 mg/l (fish)

48-HOUR EC₅₀: > 100 mg/l (daphnia magna)

Notes: Acute toxicity derived from major component information.

CHEMICAL FATE INFORMATION: Not Established

GENERAL COMMENTS:

No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this product.

13. DISPOSAL CONSIDERATIONS

DISPOSAL METHOD: Small amounts (less than 5 gallons) may be disposed of in sanitary sewer. Consult local authorities for additional disposal information.

FOR LARGE SPILLS: Consult with local and state authorities for large volume disposal.

PRODUCT DISPOSAL: Any method in accordance with local, state, and federal laws. Best method is to recycle or reuse for intended purpose.

EMPTY CONTAINER: Rinse container with clear water. Offer container for recycling, or dispose of in trash.

RCRA/EPA WASTE INFORMATION: NA = Not Applicable

14. TRANSPORT INFORMATION

DOT (DEPARTMENT OF TRANSPORTATION)

PROPER SHIPPING NAME: Cleaning Compound, not regulated.
U.S. CUSTOMS HARMONIZATION NUMBER: 3402.90.10.00

15. REGULATORY INFORMATION

UNITED STATES

SARA TITLE III (SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT)

311/312 HEALTH HAZARDS: Health - Acute

313 REPORTABLE INGREDIENTS: None

302/304 EMERGENCY PLANNING

EMERGENCY PLAN: NA = Not Applicable

CERCLA (COMPREHENSIVE RESPONSE, COMPENSATION, AND LIABILITY ACT)

CERCLA REGULATORY: NA = Not Applicable

TSCA (TOXIC SUBSTANCE CONTROL ACT)

TSCA REGULATORY: All ingredients are listed on the TSCA Chemical Inventory.

STATES WITH SPECIAL REQUIREMENTS

Chemical Name	Requirements
Nonylphenol Ethoxylate	Massachusetts Right to Know Substance New Jersey Right To Know Substance Pennsylvania Right to Know Substance

CALIFORNIA PROPOSITION 65: No listed substance

CARCINOGEN: No listed substance

16. OTHER INFORMATION

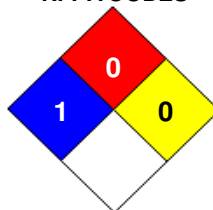
Date Revised: 10/14/2019

REVISION SUMMARY: This SDS replaces the 10/11/2019 SDS. Revised: **Section 1: PRODUCT CODE.**

HMIS RATING

HEALTH	1
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	A

NFPA CODES



MANUFACTURER DISCLAIMER: This company cannot anticipate all conditions of handling and use of this product. Therefore, this company accepts no responsibility for results obtained by the application of this information, or the safety and suitability of the product either alone or in combination with other products. It is the responsibility of the employer and/or user to provide a safe workplace, using health and safety information contained herein as a guide. This company will accept no liability for damages or losses incurred from the improper handling and use of this product.

Safety Data Sheet

Product: SD90+

SDS Date of Preparation/Update: 3/14/2019

SECTION 1: GENERAL INFORMATION



SD Labs
22 Westview Lane
Brookfield, CT 06804

Telephone: 1-844-MICROBE
Emergency Contact: (203) 974-2099
Recommended Use: Surface Coating Spray
Use Restrictions: No Data Available

SECTION 2: HAZARD(S) IDENTIFICATION

GHS Classification

Skin Irritation: Category 2
Eye Irritation: Category 2
Respiratory/Skin Sensitization: Category 1

Hazard Statements

H316: Causes mild skin irritation
H317: May cause an allergic skin reaction
H320: Causes eye irritation
H335: May cause respiratory irritation

Precautionary Statements

Prevention

P264: Wash skin thoroughly after handling

Response

P304+P341: If inhaled and breathing is difficult, remove individual to fresh air and keep at rest in a position comfortable for breathing.
P305+P351+P338: If in eyes: rinse cautiously with water for several minutes. Remove contact lenses.
P332+P313: If skin irritation occurs, seek medical advice/attention
P337+P313: If eye irritation persists, seek medical advice/attention
P342+P313: If experiencing respiratory symptoms, call a Poison Center or Doctor

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Chemical	Concentration (%w/w)	Trade Secret
Proprietary organofunctional silane	≤ 5*	Yes
Inert ingredients (as determined by US EPA)	≥ 95*	Yes

*the exact concentration of composition has been withheld as a trade secret according to 29 CFR 1910.1200(i)

SECTION 4: FIRST AID MEASURES

General Advice: In the case of accident or if feeling unwell, seek medical attention. When symptoms persist or in cases of doubt, seek medical advice. Present medical professionals with this safety data sheet.

Inhalation: If breathing is difficult, move to fresh air environment and keep at rest in a position comfortable for breathing. If breathing remains affected, seek medical attention.

Skin Contact: Wash thoroughly with water. If necessary, remove contaminated clothing. If skin irritation occurs, seek medical advice.

Ingestion: Rinse mouth thoroughly with water. Sip a glassful of water. Seek medical attention. Do not induce vomiting unless directed by a Poison Control Center or physician.

Symptoms and Effects: May cause skin, eye and respiratory irritation.

First Aid Providers: First Aid responders should pay attention to self-protection and use the recommended personal protective equipment when the potential for exposure exists.

Notes to Physician: Treat symptomatically and supportively.

SECTION 5: FIRE FIGHTING MEASURES

Suitable Extinguishing Media: Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable Extinguishing Media: CAUTION: Use of water spray when fighting fire may be inefficient.

Specific Hazards from the Chemical: No Data Available

Explosion Data: No Data Available

Sensitivity of Mechanical Impact: None

Sensitivity to Static Discharge: None

Protective equipment and precautions for firefighters: As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH approved (or equivalent) and full protective gear.

Safety Data Sheet

Product: SD90+

SDS Date of Preparation/Update: 3/14/2019

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

Personal Precautions: Avoid contact with eyes, skin and clothing. Use personal protective equipment as required.

Other Information: Refer to protective measures listed in Sections 7 and 8

Environmental Precautions: No Data Available

Methods and Material for Containment and Clean Up

Absorb and containerize. Wash residual down to sanitary sewer. For large spills, provide diking or other appropriate containment to keep material from spreading. If diked material can be pumped, store recovered material in appropriate container. Clean up remaining materials from spill with suitable absorbent. Contact the sanitary treatment facility in advance to assure ability to process washed-down material.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Handling: Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes or clothing. Do not eat, drink or smoke when using this product.

Conditions for Safe Storage, including any incompatibilities

Storage: Keep properly labeled containers tightly closed and in a dry environment with general room ventilation. To ensure optimal product performance, store at room temperature (> 60° F). Avoid freezing.

Incompatible Products: No data available.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

Exposure Guidelines: OSHA PELs, NOISH RELs and ACIH TLVs have not been established for this product.

Individual Protection Measures

Eye/Face Protection: If splashes are likely to occur: Wear safety glasses (with side shields) or goggles. None required for consumer use.

Skin and Body Protection: Wear protective gloves and protective clothing.

Respiratory Protection: If irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Respiratory protection must be provided in accordance with current local regulations.

Hygiene Measures: Remove and wash contaminated clothing before reuse. Avoid contact with skin, eyes or clothing. Do not eat, drink or smoke when using this product.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Physical State: Liquid

Appearance: Colorless, Clear to very slightly hazy at room temperature

Odor: Alcohol-like

Odor Threshold: No Data Available

Property	Values	Remarks/Method
pH	5	Strip Test
Water Solubility	Soluble in Water	None Known
Explosive Properties	Non-Explosive	None Known

Other Information

Softening Point: No Data Available

VOC Content (%): No Data Available

Particle Size: No Data Available

Particle Size Distribution: No Data Available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Not classified as a reactivity hazard

Chemical Stability: Stable under recommended storage conditions

Possibility of Hazardous Reactions: None under normal use and processing

Conditions to Avoid: None known

Safety Data Sheet

Product: SD90+

SDS Date of Preparation/Update: 3/14/2019

Incompatible Materials: Soaps, anionic surfactants
Hazardous Decomposition Products: None known
Polymerization: Hazardous polymerization does not occur

SECTION 11: TOXICOLOGICAL INFORMATION

Likely Routes of Exposure

Inhalation: Exposure to vapor or mist may irritate respiratory tract.
Eye Contact: May cause eye irritation.
Skin Contact: Prolonged contact may cause irritation.
Ingestion: Ingestion may cause irritation to mucous membranes and gastrointestinal tract.

Information on Toxicological Effects

Oral LD50: > 5000 mg/kg Dermal LD50: > 5000 mg/kg

Delayed and Immediate Effects, as well as chronic effects from short and long-term exposure

Sensitization: No Data Available
Mutagenic Effects: No Data Available
Carcinogenicity: Not Known
Reproductive
Toxicity: Not Known
Target Organ Effects: Not Known

SECTION 12: ECOLOGICAL INFORMATION

Environmental Effects: No known significant effects or critical hazards.

SECTION 13: DISPOSAL CONSIDERATIONS

The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Disposal should be in accordance with applicable regional, national and local laws and regulations. Refer to: Sections 6, 7 and 8 for additional handling information and protection of employees.

SECTION 14: TRANSPORT INFORMATION

Non-Hazardous Material: Not applicable to products supplied.
IATA-DGR: Non-Hazardous goods – no ID number, class or packing group assigned.
IMDG: Non-Hazardous goods – no ID number, class or packing group assigned.

SECTION 15: REGULATORY INFORMATION

ANVISA Registration Number(s): 3.5048.0001.001-1; 3.5048.0001.002-8; 3.5048.0001.003-6
US EPA: Classified as Treated Article under FIFRA Requirements

SECTION 16: OTHER INFORMATION

Disclaimer

The information contained herein is, to the best of our knowledge and belief, accurate and current as of the date of this SDS. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. All chemicals may present unknown health hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards which exist. Final determination of suitability of the chemical is the sole responsibility of the user. No representations or warranties, either expressed or implied, of merchantability, fitness for a particular purpose or any other nature are made hereunder with respect to the information contained herein or the chemical to which the information refers. It is the responsibility of the user to comply with all applicable federal, state and local laws and regulations.

SAFETY DATA SHEET



AF315

Section 1. Identification

GHS product identifier : AF315
Product code : 315
Other means of identification : Not available.
Product type : Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Identified uses	
Disinfectant	
Uses advised against	Reason
For Industrial and Institutional Use Only	-

Supplier's details : Betco Corporation
400 Van Camp Road
Bowling Green, Ohio 43402
www.betco.com
888-462-3826

Emergency telephone number (with hours of operation) : Chemtrec (800) 424-9300 24 hour

EPA Details : EPA Statement:
This chemical is a product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-EPA registered chemicals. Below is the signal word as required on the label:

EPA Establishment Number : 4170
EPA Registration Number : 6836-165
EPA Signal Word : Danger

Section 2. Hazards identification

OSHA/HCS status : While this material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200), this SDS contains valuable information critical to the safe handling and proper use of the product. This SDS should be retained and available for employees and other users of this product.

Classification of the substance or mixture : Not classified.

GHS label elements

Signal word : No signal word.
Hazard statements : No known significant effects or critical hazards.
Precautionary statements
Prevention : Not applicable.
Response : Not applicable.
Storage : Not applicable.
Disposal : Not applicable.

Date of issue/Date of revision : 4/3/2020 **Date of previous issue** : 7/30/2019 **Version** : 1.01 1/11

Section 2. Hazards identification

Hazards not otherwise classified : None known.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture
Other means of identification : Not available.

Ingredient name	%	CAS number
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	≤3	68424-85-1
Alcohols, C12-15, ethoxylated	≤3	68131-39-5

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

- Eye contact** : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Get medical attention if irritation occurs.
- Inhalation** : Remove victim to fresh air and keep at rest in a position comfortable for breathing. Get medical attention if symptoms occur.
- Skin contact** : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Get medical attention if symptoms occur.
- Ingestion** : Wash out mouth with water. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Do not induce vomiting unless directed to do so by medical personnel. Get medical attention if symptoms occur.

Most important symptoms/effects, acute and delayed

Potential acute health effects

- Eye contact** : No known significant effects or critical hazards.
- Inhalation** : No known significant effects or critical hazards.
- Skin contact** : No known significant effects or critical hazards.
- Ingestion** : No known significant effects or critical hazards.

Over-exposure signs/symptoms

- Eye contact** : No specific data.
- Inhalation** : No specific data.
- Skin contact** : No specific data.
- Ingestion** : No specific data.

Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
- Specific treatments** : No specific treatment.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : Use an extinguishing agent suitable for the surrounding fire.

Unsuitable extinguishing media : None known.

Specific hazards arising from the chemical : In a fire or if heated, a pressure increase will occur and the container may burst.

Hazardous thermal decomposition products : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide
metal oxide/oxides

Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Put on appropriate personal protective equipment.

For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Small spill : Stop leak if without risk. Move containers from spill area. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill : Stop leak if without risk. Move containers from spill area. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Put on appropriate personal protective equipment (see Section 8).

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Section 7. Handling and storage

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. See Section 10 for incompatible materials before handling or use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	None.
Alcohols, C12-15, ethoxylated	None.

Appropriate engineering controls : Good general ventilation should be sufficient to control worker exposure to airborne contaminants.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields. Recommended: safety glasses

Skin protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. < 1 hour (breakthrough time): disposable vinyl

Body protection : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use.

Personal protective equipment (Pictograms) :



Section 9. Physical and chemical properties

Appearance

Physical state	: Liquid.
Color	: Blue.-Green.
Odor	: Fruity. Floral.
Odor threshold	: Not available.
pH	: 6.5 to 8
Melting point	: Not available.
Boiling point	: Not available.
Flash point	: Closed cup: 99°C (210.2°F) [Product does not sustain combustion.]
Evaporation rate	: Not available.
Flammability (solid, gas)	: Not available.
Lower and upper explosive (flammable) limits	: Not available.
Vapor pressure	: Not available.
Vapor density	: Not available.
Relative density	: 1
Solubility	: Easily soluble in the following materials: cold water and hot water.
Solubility in water	: Not available.
Partition coefficient: n-octanol/water	: Not available.
Auto-ignition temperature	: Not available.
Decomposition temperature	: Not available.
Viscosity	: Not available.
Flow time (ISO 2431)	: Not available.

Section 10. Stability and reactivity

Reactivity	: No specific test data related to reactivity available for this product or its ingredients.
Chemical stability	: The product is stable.
Possibility of hazardous reactions	: Under normal conditions of storage and use, hazardous reactions will not occur.
Conditions to avoid	: No specific data.
Incompatible materials	: Not available.
Hazardous decomposition products	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	LD50 Oral	Rat	426 mg/kg	-
Alcohols, C12-15, ethoxylated	LD50 Oral	Rat	2 g/kg	-

Irritation/Corrosion

Date of issue/Date of revision	: 4/3/2020	Date of previous issue	: 7/30/2019	Version	: 1.01	5/11
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Section 11. Toxicological information

Product/ingredient name	Result	Species	Score	Exposure	Observation
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	Skin - Severe irritant	Rabbit	-	25 milligrams	-

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Not available.

Specific target organ toxicity (repeated exposure)

Not available.

Aspiration hazard

Not available.

Information on the likely routes of exposure : Routes of entry anticipated: Oral, Dermal.
Routes of entry not anticipated: Inhalation.

Potential acute health effects

Eye contact : No known significant effects or critical hazards.
Inhalation : No known significant effects or critical hazards.
Skin contact : No known significant effects or critical hazards.
Ingestion : No known significant effects or critical hazards.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : No specific data.
Inhalation : No specific data.
Skin contact : No specific data.
Ingestion : No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Long term exposure

Potential immediate effects : Not available.

Potential delayed effects : Not available.

Potential chronic health effects

Not available.

Section 11. Toxicological information

General	: No known significant effects or critical hazards.
Carcinogenicity	: No known significant effects or critical hazards.
Mutagenicity	: No known significant effects or critical hazards.
Teratogenicity	: No known significant effects or critical hazards.
Developmental effects	: No known significant effects or critical hazards.
Fertility effects	: No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	Acute EC50 37 ppb Fresh water	Daphnia - Daphnia magna	48 hours
	Acute LC50 64 ppb Fresh water	Fish - Oncorhynchus mykiss	96 hours
Alcohols, C12-15, ethoxylated	Chronic NOEC 4.15 ppb Fresh water	Daphnia - Daphnia magna	21 days
	Chronic NOEC 32.2 ppb	Fish - Pimephales promelas	34 days
	Acute EC50 0.7 mg/l Fresh water	Algae - Pseudokirchneriella subcapitata	96 hours
	Acute EC50 0.39 mg/l Fresh water	Crustaceans - Ceriodaphnia dubia - Neonate	48 hours
	Acute EC50 302 µg/l Fresh water	Daphnia - Daphnia magna - Neonate	48 hours
	Acute LC50 1400 µg/l Fresh water	Fish - Pimephales promelas	96 hours
	Chronic NOEC 1 mg/l Fresh water	Algae - Pseudokirchneriella subcapitata	96 hours
	Chronic NOEC 83 µg/l Fresh water	Daphnia - Daphnia magna - Neonate	21 days

Persistence and degradability

Not available.

Bioaccumulative potential

Product/ingredient name	LogP _{ow}	BCF	Potential
Alcohols, C12-15, ethoxylated	2.03 to 6.24	-	high

Mobility in soil

Soil/water partition coefficient (K_{oc}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	TDG Classification	Mexico Classification	ADR/RID	IMDG	IATA
UN number	Not regulated.	Not regulated.	Not regulated.	Not regulated.	Not regulated.	Not regulated.
UN proper shipping name	-	-	-	-	-	-
Transport hazard class(es)	-	-	-	-	-	-
Packing group	-	-	-	-	-	-
Environmental hazards	No.	No.	No.	No.	No.	No.

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to Annex II of MARPOL and the IBC Code : Not available.

Section 15. Regulatory information

U.S. Federal regulations : **TSCA 4(a) proposed test rules:** Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides
TSCA 8(a) PAIR: 2-methylundecanal; α-hexylcinnamaldehyde; 2-(4-tert-butylbenzyl)propionaldehyde
TSCA 8(a) CDR Exempt/Partial exemption: Not determined
Clean Water Act (CWA) 307: 3,7-dimethyloct-6-enenitrile; disodium [29H,31H-phthalocyaninedisulphonato(4-)-N29,N30,N31,N32]cuprate(2-); copper
Clean Water Act (CWA) 311: propylene oxide

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Listed

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

Section 15. Regulatory information

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Not listed

SARA 302/304

Composition/information on ingredients

Name	%	EHS	SARA 302 TPQ		SARA 304 RQ	
			(lbs)	(gallons)	(lbs)	(gallons)
propylene oxide	≤0.1	Yes.	10000	1444.3	100	14.4

SARA 304 RQ : 435729847.5 lbs / 197821350.8 kg [52258872.2 gal / 197821350.8 L]

SARA 311/312

Classification : Not applicable.

Composition/information on ingredients

Name	%	Classification
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	≤3	ACUTE TOXICITY (oral) - Category 4 SKIN CORROSION - Category 1B
Alcohols, C12-15, ethoxylated	≤3	SERIOUS EYE DAMAGE - Category 1 ACUTE TOXICITY (oral) - Category 4 SERIOUS EYE DAMAGE - Category 1

State regulations

Massachusetts : None of the components are listed.

New York : None of the components are listed.

New Jersey : The following components are listed: ETHYL ALCOHOL; ALCOHOL

Pennsylvania : The following components are listed: DENATURED ALCOHOL; ETHANOL; Isopropanol

California Prop. 65

 **WARNING:** This product can expose you to Propylene oxide, which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

Ingredient name	No significant risk level	Maximum acceptable dosage level
Propylene oxide	-	-

International regulations

Chemical Weapon Convention List Schedules I, II & III Chemicals

Not listed.

Montreal Protocol

Not listed.

Stockholm Convention on Persistent Organic Pollutants

Not listed.

Rotterdam Convention on Prior Informed Consent (PIC)

Not listed.

UNECE Aarhus Protocol on POPs and Heavy Metals

Not listed.

Inventory list

Australia : Not determined.

Canada : At least one component is not listed.

China : Not determined.

Section 15. Regulatory information

Europe	: Not determined.
Japan	: Japan inventory (ENCS): Not determined. Japan inventory (ISHL): Not determined.
Malaysia	: Not determined
New Zealand	: Not determined.
Philippines	: Not determined.
Republic of Korea	: Not determined.
Taiwan	: Not determined.
Thailand	: Not determined.
Turkey	: Not determined.
United States	: All components are listed or exempted.
Viet Nam	: Not determined.

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Health	/	0
Flammability		1
Physical hazards		0

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

National Fire Protection Association (U.S.A.)



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Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

Procedure used to derive the classification

Classification	Justification
Not classified.	

History

Date of printing	: 4/3/2020
Date of issue/Date of revision	: 4/3/2020
Date of previous issue	: 7/30/2019
Version	: 1.01

Date of issue/Date of revision	: 4/3/2020	Date of previous issue	: 7/30/2019	Version	: 1.01	10/11
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Section 16. Other information

Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
UN = United Nations

References : Not available.

✔ Indicates information that has changed from previously issued version.

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.



Customer Service: [1-888-GO-BETCO](tel:1-888-GO-BETCO)
Equipment Tech Support [1-877-856-5954](tel:1-877-856-5954)
8AM - 5:30PM EST, Monday - Friday

AF315



AF315

Neutral pH Disinfectant, Detergent and
Deodorant

UPC: 700427315045

Form: liquid

Use: Disinfectant Cleaner

Date of Disclosure: 1/1/2020

Date code

The first two numbers represent the last two digits of the calendar year produced. The last three numbers represent the day of the year the product was packaged. E.G. 19134 would be the 134th day of 2019.

SDS

[315 - AF315 SDS English](#)

[315 - AF315 SDS English \(Diluted\)](#)

Ingredients

Water	carrier
CAS Number: 7732-18-5	

Alkyl C12-16 Dimethylbenzyl Ammonium Chloride	antimicrobial agent
CAS Number: 68424-85-1	

[AOEC Asthmagens](#)

C12-15 Alcohols Ethoxylated	surfactant cleaning agent
CAS Number: 68131-39-5	

Isopropanol	solvent cleaning agent
CAS Number: 67-63-0	

Orange Terpenes	fragrance ingredient 10
CAS Number: 68647-72-3	

fragrance component	fragrance ingredient 16
CAS Number: Withheld	

2,6-dimethyloct-7-en-2-ol	fragrance ingredient 6
CAS Number: 18479-58-8	

Isoamyl salicylate	fragrance ingredient 13
CAS Number: 87-20-7	

Butylphenyl Methylpropional	fragrance ingredient 12
CAS Number: 80-54-6	

[EU Fragrance Allergens](#)

Citronellyl Nitrile	fragrance ingredient 8
CAS Number: 51566-62-2	

Benzeneethanol	fragrance ingredient 9
CAS Number: 60-12-8	

Hexyl Cinnamal	fragrance ingredient 1
CAS Number: 101-86-0	

[EU Fragrance Allergens](#)

Coumarin *fragrance ingredient*
14

CAS Number: 91-64-5

[EU Fragrance Allergens](#)

4-Tert-butylcyclohexyl acetate *fragrance ingredient*
7

CAS Number: 32210-23-4

Terpineol *fragrance ingredient*
15

CAS Number: 98-55-5

Linalool *fragrance ingredient*
11

CAS Number: 78-70-6

[EU Fragrance Allergens](#)

Benzyl acetate *fragrance ingredient*
5

CAS Number: 140-11-4

Geraniol *fragrance ingredient*
2

CAS Number: 106-24-1

[EU Fragrance Allergens](#)

Methyl Ionone *fragrance ingredient*
4

CAS Number: 1335-46-2

2-methylundecanal *fragrance ingredient*
3

CAS Number: 110-41-8

Direct Blue 86 *colorant*
CAS Number: 1330-38-7

Betco Corporation is not liable for any inappropriate or inaccurate translations provided by this service. Please use at your own discretion.

FOR DILUTED PRODUCT ONLY

The product in this container is diluted as directed on the pesticide label. Follow directions for use on the pesticide label when applying this product.

PRECAUTIONARY STATEMENTS
Hazards to Humans and Domestic Animals

DANGER. Corrosive. Causes irreversible eye damage. Do not get in eyes or on clothing. Avoid contact with skin. Wear protective eyewear (goggles, face shield or safety glasses) and protective gloves (rubber, chemical resistant) when handling. Harmful if swallowed. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Remove contaminated clothing and wash clothing before reuse.



SDS No. 315

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 400 Van Camp Road | Bowling Green, Ohio 43402
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RLB5423



0231516

BETCO®



AF315

READY-TO-USE

Disinfectant • Deodorant • Cleaner

Kills *Pseudomonas*, *Salmonella*,
 and *Staphylococcus*
 Virucidal*



ACTIVE INGREDIENTS:

Alkyl (58% C₁₄, 28% C₁₆, 14% C₁₂)
 dimethyl benzyl ammonium chloride ..2.00%
 OTHER INGREDIENTS98.00%
 TOTAL100.00%

**KEEP OUT OF REACH
 OF CHILDREN
 DANGER
 PELIGRO**

SEE SIDE PANEL FOR
 ADDITIONAL PRECAUTIONARY
 STATEMENTS AND FIRST AID.

EPA REG. NO. 6836-165-4170

DISINFECTANT

315

Betco Master - 06/2016

Newall J. Daughtrey
P.O. Box 470307
Miami, FL 33247
(305) 319-2132

May 18, 2020

To the Town Commission

In July 2019, you appointed me, Newall Daughtrey, as Interim Assistant Town Manager.

In October 2019, you hired me as the Assistant Town Manager through Resolution number 19-10-09.

In January of 2020, I became the Acting Town Manager. Now, I am requesting that you give me a contract for Assistant Town Manager using the same template agreement developed by the Town Attorney for the new Town Manager's agreement.

I would appreciate your vote to approve my request for a contract for Assistant Town Manager.

Thank you,



Newall J. Daughtrey
Assistant Town Manager

Attachments:

Town Manager agreement template

Resolution number 19-10-09

Job description for Assistant Town Manager

Attachment

1

Newall J. Daughtrey

From: Chris Ryan <cjr@ryanlawfl.com>
Sent: Thursday, May 14, 2020 4:45 PM
To: Juan Jimenez; Yolanda Menegazzo
Cc: HR; Newall J. Daughtrey; Town Clerk; Finance Director; Ryan Soohoo
Subject: RE: New Town Manager schedule call with Town Attorney
Attachments: Town Manager Agreement.docx

Good afternoon,

Attached is the word version of the Town Manager agreement template. As we discussed, please provide your requested compensation and benefits and make any other changes you determine necessary. Your proposed agreement will be provided to the Town Commissioners for their individual review, and will be placed on the agenda for discussion at the Workshop meeting on Wednesday, May 27, 2020.

Please contact me or have your attorney contact me if you have any questions related to the agreement.

Thank you.

Chris

Christopher J. Ryan
Ryan & Ryan, LLC
700 East Dania Beach Boulevard
Third Floor
Dania Beach, FL 33004
Phone: (954) 920-2921
Fax: (954) 921-1247
Email: cjr@ryanlawfl.com



Board Certified City, County
and Local Government Law

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From: Juan Jimenez [mailto:jcidx@yahoo.com]
Sent: Wednesday, May 13, 2020 11:59 PM
To: Yolanda Menegazzo
Cc: Chris Ryan; HR
Subject: Re: New Town Manager schedule call with Town Attorney

Thank you so much! I am available most of the day tomorrow so please let me know when you are available and I will work around your schedule.

Sent from my iPhone

On May 13, 2020, at 10:07 PM, Yolanda Menegazzo <yolanda@lagomhr.net> wrote:

Hello Mr. Jimenez, congratulations on being selected as the top candidate and new Town Manager for Town of Pembroke Park! Now it is time to get together with the Town Attorney to discuss the terms and conditions of the employment contract. I am connecting you via email to Mr. Chris Ryan, Town Attorney for Town of Pembroke Park.

Mr. Ryan, do you have availability tomorrow for a telephone call between the 3 of us so we can determine all of the specifics of the Town Manager Contract? If so, please let me know what time is best for you.

Thanks.

Yolanda Menegazzo, SHRM-SCP, MPA
CEO

LagomHR, Inc.

3934 SW 8th Street, Suite 202

Coral Gables, Florida 33134

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yolanda@lagomhr.net

www.lagomhr.net

<image005.jpg>

<image006.png>

/***** EMAIL DISCLAIMER *****/ Please note: Florida has a very broad public records law. Most written communications to or from Town Officials and employees regarding Town business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between Town of Pembroke Park, Florida, a subdivision of the State of Florida (hereinafter referred to as "Town"), and ~~Juan C. Jimenez~~ (hereinafter referred to by name or as "Town Manager").

NEVALL J. DAUGHTREY

ASSISTANT

WITNESSETH:

NEVALL J. DAUGHTREY

WHEREAS, the Town desires to employ ~~Juan C. Jimenez~~ as Town Manager of the Town of Pembroke Park, Florida; and

ASSISTANT

WHEREAS, the Town, through its Town Commission, desires to provide for certain benefits and compensation for Town Manager and to establish conditions of employment applicable to Town Manager; and

ASSISTANT

WHEREAS, ~~Juan C. Jimenez~~ desires to accept employment as Town Manager of the Town of Pembroke Park under the terms and conditions set forth herein.

ASSISTANT

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment

A. The Town of Pembroke Park hereby hires and appoints ~~Juan C. Jimenez~~ as its Town Manager, under the terms established herein, to perform the duties and functions specified in the Pembroke Park Code of Ordinances and to perform such other legally permissible and proper duties and functions as the Town Commission shall from time to time assign.

NEVALL J. DAUGHTREY

ASSISTANT

B. The Town's employment of ~~Juan C. Jimenez~~ shall be effective _____, 2020, and continue for a period of three (3) years. Provided that neither party gives the other two (2) months' termination notice, there shall be an unlimited number of one (1) year automatic renewals of this Agreement. In the event the Town Commission decides not to renew this Agreement, there shall be no severance pay made except for accumulated Vacation Leave (up to a maximum of 400 hours) and sick leave (up to \$500.00). In the event that less than two (2) months' notice of termination is provided by either party, terminations shall occur in accordance with Sections 11 and 12 of this Agreement.

NEVALL J. DAUGHTREY

Section 2. Salary and Evaluation

A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Town Manager an annual base salary of \$135,000.00 (\$ _____), payable in equal weekly installments at the same time as other Town employees are paid.

ASSISTANT

B. After the first full year of this Agreement, should the general Town staff receive a cost of living increase, the Town Manager will receive the same increase at the same time as the other staff.

C. Not less than (30) thirty days prior to the first anniversary date of this Agreement, and every six (6) months thereafter, the Town Manager and Town Commissioners shall meet individually, and, in consideration of resources provided and matters outside the control of the Town Manager and Town Commission, discuss the Town Manager's performance and how the Town Commission can assist the Town Manager in performing the Town Manager's duties. Following the individual meetings with the Town Commissioners, the Town Manager will provide the Town Commission with a draft progress report inclusive of the Town Manager's and Town Commissioners' comments and suggestions. Following the Town Commission's review of the draft, the Town Manager shall prepare the final progress report to the Town Commission for adoption.

D. The Town may also increase the Town Manager's base salary and/or other benefits of the Town Manager in such amounts and to such an extent as the Town Commission may determine desirable on the basis of an annual performance evaluation of the Town Manager. The form of the evaluation shall be suggested by the Town Manager and approved by the Town Commission. The annual evaluation shall be made between June 1st and August 1st of each year in which this Agreement is effective.

E. Nothing in this Section shall require the Town to increase the base salary or other benefits of the Town Manager. Furthermore, the Town's failure to conduct any of the scheduled evaluations shall not constitute noncompliance with a material provision of this Agreement.

Section 3. Duties and Obligations

A. The Town Manager shall have the duties, responsibilities and powers of said office under the Pembroke Park Code of Ordinances. The Town Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. The Town Manager shall remain in the exclusive employ of the Town and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. The Town Manager may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the Town Commission, provided that such activities shall not interfere with his primary obligation to the Town as its Town Manager. The Town Manager shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder, and shall be present at Town Hall on Monday through Friday during regular business hours.

C. In the event the Town Manager shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by the Town Manager related to

such service, such money or property shall be paid over to or delivered to the Town, unless otherwise provided by the Town Commission.

D. In the event the Town Manager is temporarily unable to perform his duties, he shall nominate an Acting Town Manager for consideration and designation, if acceptable, by Town Commission.

Section 4. Automobile Allowance and Communications Equipment

The Town Manager is required to be on call for twenty-four hour service. In recognition thereof:

A. Automobile Allowance

1. During the term of this Agreement the Town will provide the Town Manager with an automobile, the make and model to be mutually agreed upon between the parties, which shall be chosen from a competitively bid contract with a Florida governmental agency (the "Automobile"). The Automobile shall belong to or be leased by the Town and shall be registered in the Town's name for use by the Town Manager during the term of his employment with the Town. The Town shall bear all the fixed and variable costs of the Automobile, including licenses, insurance, gas, oil, regular maintenance and repairs. Use by the Town Manager of the Automobile shall be made at all times only for his Town-related transportation and travel use. The Town Manager shall take reasonable care of the Automobile, including but not limited to: obeying traffic laws and bringing the Automobile for routine maintenance, and shall promptly notify the Town in the event there is an issue related to the Automobile, including but not limited to: an accident, traffic citation, need for repair, or suspension of driver's license. The Town shall not, at any time, bear the costs of any traffic citation, offense or fine of any kind incurred by the Town Manager during his use of the Automobile. The Automobile will be promptly returned to the Town by the Town Manager immediately after the Town Manager's separation of employment with the Town, clean and in good working condition. It is hereby agreed that the Town Manager has no right of retention with regard to the Automobile.

2. Until the Town provides the Town Manager with an Automobile as per Paragraph A.1. of this Section, the Town agrees to pay the Town Manager a monthly automobile allowance of \$750.00 Dollars (\$) to lease or own, insure, operate and maintain a vehicle, including fuel, for the discharge of his responsibilities to the Town. For the conduct of any Town business outside Broward County, the Town Manager shall be reimbursed for related automobile expenses at the established Florida Statute mileage rate.

3. In the event the Town Commission adopts a formal policy governing Town automobiles, such policy will be applicable to and supersede this Agreement.

Assistant
B. Town shall provide the Town Manager with a cell phone and laptop computer capable of remote connection to Town internet for his use in conducting Town business.

Assistant
Section 5. Dues and Subscriptions

The Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association, the Florida City and County Management Association or other local government management professional association. The Town shall pay other dues and subscriptions on behalf of the Town Manager as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Town Commission.

Assistant
Section 6. Professional Development

The Town agrees to pay reasonable and customary travel and subsistence expenses pursuant to the Town's travel policy for the Town Manager's travel to and attendance at the International City/County Management Association's annual conference, the Florida City and County Management Association's annual conference or other local government management professional association's annual conference. The Town may choose to pay for the Town Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approves by Town Commission action. Travel outside of the State of Florida requires Town Commission prior approval. *Assistant*

Assistant
Section 7. Vacation Leave, Personal Holiday, and Sick Days

A. *Assistant* The Town Manager shall be entitled to _____ (*Assistant*) hours of annual Vacation Leave during each year of the term of this Agreement. The Town Manager's annual Vacation Leave shall be available for use upon commencement of employment and each year thereafter on the service date anniversary. There is no limit on the amount of Vacation Leave that may carry forward. Upon separation of employment, Town Manager shall be paid for up to Four Hundred (400) hours of unused Vacation Leave. *Assistant*

B. In addition to Vacation Leave, the Town Manager shall be entitled to _____ (*Assistant*) personal leave days in each calendar year, none of which may be carried forward from year to year.

C. *Assistant* Town Manager shall be entitled to and abide by the Sick Leave Policy stated in the Town Personnel Policies and Procedures Manual, effective April 9, 1997, or as such policy may be updated and adopted upon future action of the Town Commission.

Assistant
Section 8. Holidays

The Town Manager is entitled to the same paid holidays as the general Town staff.

Section 9. Health, Dental, Vision, Life and Disability Insurance

Assistant
A. The Town agrees to pay 100% of the Town Manager's health, dental and vision insurance and the Town Manager's long term disability insurance on the same terms as general employees.

Assistant
B. Life insurance for the Town Manager shall be provided in an amount equal to \$100,000.00, or the highest amount as may be available through the Town's insurance carrier, if less than \$100,000.00.

C. Supplemental life insurance in larger amounts can be requested in accordance with and subject to the "Evidence of Insurability Form" being approved through the underwriting guidelines. Such supplemental life insurance is at the Town Manager's expense.

Section 10. Retirement

Assistant
The Town agrees to contribute _____ (____ %) Percent of the Town Manager's base salary to a retirement or pension plan of the Town Manager's choosing, upon approval by the Town's Finance and Budget Department, such approval not to be unreasonably withheld.

Section 11. Termination by the Town and Severance Pay

Assistant
A. The Town Manager shall serve at the pleasure of the Town Commission, and the Town Commission may terminate this Agreement and the Town Manager's employment with the Town at any time, with or without "just cause".

Assistant
B. Termination "without just cause". Should a majority of the members of the Town Commission, then currently holding office, vote to terminate the services of the Town Manager "without just cause", then within ten (10) business days following such vote, the Town Commission shall cause the Town Manager to be paid any accrued and unpaid salary and benefits earned (including 400 hours maximum hours of Vacation Leave, up to Five Hundred (\$500.00) dollars of Sick Leave, and insurance, but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the Town Manager's employment, the Town Commission agree to pay the Town Manager a lump sum severance pay equal to the lesser of either _____ (____) months of his base salary or the balance of time remaining under the term of this Agreement, as full and complete payment and satisfaction of any claims of the Town Manager of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Town Manager shall, prior to receipt thereof, execute and deliver to the Town a general release of the Town, the Town Commission members, and all Town officers, agents, and employees for all claims, acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the Town Attorney.

Assistant
C. Termination "with just cause". In the event the Town Manager is terminated "with just cause", the Town, with the exception of accrued and unpaid salary and benefits actually earned, shall have no obligation to pay the amounts outlined in Section 11, Paragraph B

of this Agreement. For purposes of this Agreement, "just cause" is defined and limited to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.
5. The commission of any fraudulent act against the interest of the Town.
6. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
7. Violation of the International City/County Management Association Code of Ethics or being found to have committed an ethics violation by the Florida Commission on Ethics.
8. Any other act of a similar nature of the same or greater seriousness.

D. In the event Town terminates the Town Manager "with just cause", as provided in Paragraph C above, then the Town Manager will be given a written copy of the particulars and shall have the right to appear in public before the Town Commission, with counsel, if so desired, and present evidence, argument, and rebuttal concerning said allegations. After such hearing, if a majority of the members of the Town Commission then currently holding office find there is cause to terminate the Town Manager, then the Town Manager shall not be entitled to severance pay. Said hearing shall be held within sixty (60) days of the notice of terminations.

E. In the event the Town Commission, during the employment term, reduces the salary or other benefits of the Town Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time Town employees, or in the event the Town allegedly refuses to comply with any other material provision of this Agreement benefiting the Town Manager, the Town Manager shall notify the Town Commission in writing of the alleged violation. The Town Commission shall have forty-five (45) days from such notice within which to cure the violation, otherwise, the Town Manager may at his option, consider such violation as termination "without just cause" as of the date of such alleged reduction or refusal, and the severance pay provisions and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 12. Termination by the Town Manager

Assistant
The Town Manager may terminate this Agreement at any time by delivering to the Town Commission a written notice of termination not later than ninety (90) days prior to the effective date of the notice of termination. If the Town Manager terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Town Manager voluntarily resigns pursuant to this Section, the Town shall pay to the Town Manager all accrued compensation due the Town Manager up to the Town Manager's final day of employment, including any accrued Vacation Leave up to the Four Hundred (400) hour limit. The Town shall have no further financial obligation to the Town Manager pursuant to this Agreement. This subsection shall not prevent the Town Manager from collecting any money earned as a result of participation in a deferred retirement or pension program approved as per Section 10 of this Agreement. *Assistant*

Section 13. Disability

Assistant
If the Town Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 11, Paragraph B of this Agreement.

Section 14. Indemnification

Assistant
A. Town shall defend, save harmless, and indemnify the Town Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Town Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Town shall not be liable for the acts or omissions of the Town Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the Town Manager shall reimburse the Town for any legal fees and expenses the Town has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct. *Assistant*

Assistant
B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as Town Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Town.

Section 15. Code of Ethics

Assistant
Inasmuch as the Town Manager is an active full member of the International City/County Management Association (ICMA), or other local government management professional association, the "Code of Ethics" promulgated by ICMA or other local government management professional association is incorporated herein, and by this reference made a part hereof. Said

Assistant
"Code of Ethics" shall furnish principles to govern the Town Manager's conduct and actions as Assistant
Town Manager of the Town. Additionally, the Town Manager shall abide by the standards established by the Florida Commission on Ethics. Assistant
Section 16. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 17. Bonding

Assistant
The Town agrees to bear the full cost of any fidelity or other bonds required of the Town Manager under any policy, regulation, ordinance or law.

Section 18. Transparency

Assistant
A. Open Door Policy: The Town Manager shall maintain an open door policy encouraging communication between the members of the Town Commission, Town Employees, residents, property owners and other persons who have matters of interest related to the well-being of the Town.

Assistant
B. Governmental Relations: The Town Manager shall strive to maintain positive constructive relationships with elected officials, employees and agents of other governmental agencies for the purpose of mutual good will and the constructive conduct of business regarding matters of interest between the parties.

Assistant
C. Communications: The Town Manager and Town Commission shall work cooperatively to keep each other and the community informed as to the status of plans, projects and the operations of the Town.

Assistant
D. Right to Speak: The Town Manager shall have the right to address the Town Commission orally and/or in writing in all matters before the Town Commission affecting those matters under his responsibility and/or his employment with the Town.

Section 19. General Terms and Conditions

A. If any provision or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of ~~Town Manager~~ ^{Richard}.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Broward County, Florida.

F. Upon ~~Town Manager's~~ ^{Richard's} death, the Town's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical, vision and dental bills in accordance with this Agreement;
4. Payment of all life insurance benefits in accordance with this Agreement;

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

Executed by the TOWN this _____ day of _____, 2020.

TOWN OF PEMBROKE PARK

By: _____
Ashira Mohammed, Mayor

ATTEST:

Marlen Martell, Interim Deputy Town Clerk

Executed by the TOWN MANAGER this _____ day of ~~August, 2019.~~

Witnesses:

Signature

~~Juan C. Jimenez~~
NEMAL F. DAUGHTREY

Print Name

Signature

Print Name

L:\Lissette\Chris\Town of Pembroke Park\Agreements\Juan C. Jimenez\Town Manager Agreement.docx

Attachment

2

RESOLUTION NO. 19-10-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO HIRE NEWALL DAUGHTREY AS ASSISTANT TOWN MANAGER; PROVIDING FOR HIS COMPENSATION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has advertised for qualified candidates for the position of Assistant Town Manager as required by the Town Personnel Policies and Procedures Manual; and

WHEREAS, the Town Commission has evaluated the candidates who applied for the position of Assistant Town Manager and desires to retain the services of Newall Daughtrey to serve in the position of Assistant Town Manager.

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

Section 1: That the Town Commission hereby hires Newall Daughtrey to serve as Assistant Town Manager of the Town of Pembroke Park.

Section 2: That the Town Commission agrees to pay Newall Daughtrey the salary of One Hundred Twenty Four Thousand One Hundred Fifty Two Dollars and Ten Cents (\$124,152.10) per year for his employment as Assistant Town Manager to be paid on the same payment schedule as all other Town employees.

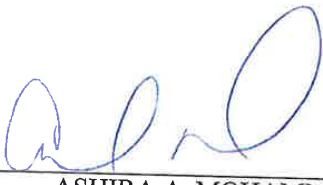
Section 3: That Newall Daughtrey shall serve as Assistant Town Manager at the pleasure of the Town Commission.

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

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

PASSED AND ADOPTED this 9th day of October, 2019.

ATTEST:



ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

Attestment

3



Assistant Town Manager

EEO Class Code: First/Mid-Level Officials and Managers

Union Status: Unclassified

FLSA Code: Exempt

The Town of Pembroke Park Job Description

Department: Administration

Supervises: Administrative Service Director/ Deputy Town Clerk, Finance & Budget Director, Public Service Director

Position Reports To: Town Manager

Sworn: No

Job Specifications

NATURE OF WORK

The Assistant Town Manager serves the Town Commission, the Town Manager, and the community and brings to the local government the benefits of his/her training and experience in administering municipal or county projects and programs. The Assistant Town Manager assists in preparing the budget for the Commission's consideration; assist in recruiting, hiring, terminating, and supervising government staff, in the absences of the Town Manager serves as the Commission's chief advisor, and carries out the Commission's policies.

ILLUSTRATIVE TASKS

Tasks required of those in the position of Assistant Town Manager include, but are not limited to:

- Assists in overseeing the Town's compliance with including, but not limited to, all federal, state, county and local laws, statutes, ordinances, resolutions, policies and procedures.
- Ensures that the policies and directions of the Commission with respect to the administration and operation of the Town are followed.
- Attends all meetings of the Commission.
- Oversees the agenda for all meetings of the Commission including, but not limited to, special and workshop meetings.
- Keeps the Commission fully advised as to the financial condition, management, governance and related needs of the Town.

- Recommends to the Commission for its consideration such measures as he or she may deem necessary, expedient or otherwise in the Town's best interests.
- Assists in the day to day operations of all departments.
- Performs research and prepare reports as may be assigned by the Commission.
- Conducts management and cost studies on Town activities and make recommendations for revision where necessary.
- Serves as the affirmative action program coordinator.
- Assists the Town staff and Town consultants in making application for Federal and State grants as directed by the Commission.
- Serves as a liaison and maintains communication with other local governments entities and other levels of government as directed by the Town Commission.
- Coordinates the activities of all department and division heads to ensure the efficient operation of the Town government as directed by the Commission.
- Keeps the Town Commission fully advised as to the financial conditions and needs of the Town at such times and in such detail as necessary, but at a minimum on a monthly basis.
- Assists in the preparation the annual budget to the Town Commission for its consideration.
- Investigates and determines whether purchases of current supplies and contractual services are made in accordance with regulations prescribed by state law, Town Charter and Ordinances, and whether competitive procurement procedures are maintained in a fair and impartial manner.
- Serves as acting Town Manager in the case of Town Manager's absence.
- Holds staff meetings and performs other functions as are required to carry out the duties as outlined above.
- Coordinates and attends all Town events.
- Perform other duties as may be required of him or her by ordinance, resolution, or other direction of the Town Manager and/or Commission.

KNOWLEDGE, SKILLS AND ABILITIES

The successful employee demonstrates considerable knowledge and is guided by the principles of personal and professional integrity, community engagement, equity and inclusion, staff effectiveness, and personal resiliency and development. The employee is also expected to lead by example and demonstrate the highest level of ethics.

Knowledge of:

- Principles and practices of public administration with a thorough knowledge of government policies specifically related to strategic planning, organizing, directing, and coordinating local government operations.
- Personnel management including leadership techniques, principles and procedures to assign work, schedule, supervise, train and evaluate the work of assigned staff, human resource theory and practices, and personnel recruitment and retention.
- Customer service principles and processes including setting and meeting quality standards for services and evaluation of customer satisfaction.

- Technology and innovative practices including emerging methods of community engagement and the use of technology to improve the efficiency and effectiveness of government operations.

Skill in:

- Understanding the basic principles of public service and promoting an environment of continual improvement for local government operations.
- Discerning community needs and identifying responsive and equitable responses.
- Effectively facilitating the flow of information, ideas, and innovative practices.

Ability to:

- Analyze and evaluate complex administrative problems, evaluate programs and recommend solutions.
- Present clear, complete and logical oral and written reports.
- Manage multiple grants, projects and oversee the work of others.
- Establish and maintain effective working relationships with employees, governmental officials, representatives of private agencies, community groups and the general public.

MINIMUM REQUIREMENTS

- Bachelor's Degree in Public Administration, Business Administration, Finance, Accounting, or a related government field required; Master's Degree in Public Administration or related field (Preferred).
- A minimum of three (3) years of municipal government experience in a senior level capacity; minimum of two (2) years experience as a Manager or Assistant City Manager (Preferred).
- Credentialed manager via ICMA (Preferred).
- An equivalent combination of education and experience may be considered.

PHYSICAL REQUIREMENTS AND WORKING ENVIRONMENT

The physical demands described here are representative of those that must be met by a teammate to successfully perform the essential duties and functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Regularly required to stand, sit, see, speak, hear, and use hands and fingers to operate a computer, telephone, or other electronic device.
- Occasional light to moderate lifting of office products and supplies may be required.

The work environment characteristics described here are representative of those a teammate encounters while performing the essential duties and functions of this job. Reasonable

Page 3 of 4

Assistant Town Manager Job Description Updated: 10/2020

accommodations may be made to enable individuals with disabilities to perform essential functions.

- Moderate noise (business office with computers, telephones, printers, fax machines, photocopiers, filing cabinets, and light traffic)
- Ability to work within a confined area.
- Ability to work in a computer station for an extended period.

Reviewed By:

_____	_____
Employee Name	Title

_____	_____
Signature	Date

_____	_____
Division Head Name	Title

_____	_____
Signature	Date

_____	_____
Human Resources Name	Title

_____	_____
Signature	Date

_____	_____
Assistant Town Manager Name	Title

_____	_____
Signature	Date



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

Agenda Request

Meeting Date:	Workshop - May 27th 2020
Subject:	ISS TEMPLATE FOR NFIP POLICYHOLDER
Initiated by:	☒ City Council ☐ City Attorney ☐ City Manager/Staff
Prepared by:	Name & Title: Miguel Nunez
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	(2) ISSA Template for NFIP Policyholder
Fiscal Impact:	
Policy Question(s) for Council Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	

INFORMATION SHARING ACCESS AGREEMENT (ISAA)

BETWEEN

**THE DEPARTMENT OF HOMELAND SECURITY/ FEDERAL EMERGENCY
MANAGEMENT AGENCY (DHS/FEMA) FEDERAL INSURANCE AND
MITIGATION ADMINISTRATION (FIMA)**

AND

[LONG NAME OF ENTITY]

1. INTRODUCTION AND PURPOSE. The U.S. Department of Homeland Security/Federal Emergency Management Agency, Federal Insurance and Mitigation Administration (DHS/FEMA/FIMA) and **[ENTITY LONG NAME (ENTITY SHORT NAME)]** voluntarily enter into this Information Sharing Access Agreement (ISAA). The purpose of the ISAA is to enable FEMA to share personally identifiable information (PII) that is protected by the Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. § 552a, with the **[ENTITY SHORT NAME]** to review National Flood Insurance Program (NFIP) policy and/or claims information. NFIP data will be used for daily floodplain management, Community Rating System (CRS) and hazard mitigation activities. Information will be used within Lowell and service areas, assisting to make substantial damage determinations as well as identifying properties for buy-out or elevation.

2. AUTHORITIES. This ISAA is authorized by:

- a. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (42 U.S.C. 5121 et seq.) (Stafford Act) *for declared disasters only*;
- b. Homeland Security Act of 2002, Pub. L. No. 107-296 (2002) (6 U.S.C. 101 et seq.) *for declared disasters only*;
- c. National Flood Insurance Act of 1968, Pub. L. No. 90-448, Title XIII (1968) (42 U.S.C. 4001 et seq.) (NFIA);
- d. Privacy Act of 1974 (5 U.S.C. 552a) (Privacy Act);
- e. Authority notification - DHS/FEMA 003 –NFIP Files System of Records, 79 FR 28747 (May 19, 2014) (NFIP Files SORN).

3. BACKGROUND

- a. FEMA collects, maintains, uses, and disseminates, personally identifiable information (PII) from NFIP policyholders. NFIP policyholder PII is protected by the Privacy Act and shared pursuant to the NFIP Files SORN.
- b. As authorized by the routine use provision of the Privacy Act, 5 U.S.C. § 552a(b)(3), FEMA may disclose policyholder PII to federal, state, local, and tribal government agencies to enable them to receive only the NFIP policy and claims information necessary to satisfy a specific routine use as valid and eligible under the NFIP Files SORN.
- c. This ISAA encompasses NFIP Files SORN Routine Uses (I), (L), (M), (N), (O), (R), and (T) only.
- d. This ISAA encompasses NFIP Files SORN Routine Use (G) for floodplain management enforcement *only*. Any other routine use (G) that involves investigating or prosecuting a violation or enforcing or implementing a law, rule, regulation, or order requires a separate ISAA that must be reviewed and cleared by the FEMA Privacy Office.
- e. The [ENTITY SHORT NAME] certifies that it will review NFIP policy and claims information for properties within its jurisdiction as a NFIP Community under the following routine uses. The [ENTITY SHORT NAME] certifies that it will review NFIP policy and claims information for properties within its jurisdiction under Routine Uses O, R, and T.”

4. DEFINITIONS.

As used in this Agreement, the following terms will have the following meanings:

- a. **COMPUTER MATCHING:** Any computerized comparison of two or more automated systems of records, or a system of records with non-federal records, for the purpose of establishing or verifying eligibility or compliance as it relates to cash or in-kind assistance or payments under federal benefit programs. *See* 5 U.S.C. § 552a(a)(8). Pursuant to 5 U.S.C. § 552a(o), any record contained in a system of records may only be disclosed to a recipient agency or non-federal agency for use in a computer matching program pursuant to a Computer Matching Agreement (CMA) between the source agency and the recipient agency or non-federal agency.
- b. **NIST CYBERSECURITY FRAMEWORK:** National Institutes of Standards and Technology (NIST) “Framework for Improving Critical Infrastructure Cybersecurity,” which sets out a repeatable process of, “Identify, Protect, Detect, Respond and Recover,” to guide organizational cybersecurity activities and consideration of cybersecurity risk in organizational risk management processes.

- c. **PERSONALLY IDENTIFIABLE INFORMATION (PII):** Any information that permits the identity of an individual to be directly or indirectly inferred, including other information that is linked or linkable to an individual. For example, when linked or linkable to an individual, such information includes an address, name, social security number, date and place of birth, mother's maiden name, account number, license number, vehicle identifier number, license plate number, device identifier or serial number, internet protocol address, biometric identifier (e.g., photograph, fingerprint, iris scan, voice print), educational information, financial information, medical information, criminal or employment information, and information created specifically to identify or authenticate an individual (e.g., a random generated number). PII constitutes "Controlled Unclassified Information."
- d. **PRIVACY INCIDENT.** The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than the authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an unauthorized purpose. The term encompasses both suspected and confirmed incidents involving PII, whether intentional or inadvertent, which raises a reasonable risk of harm.
- e. **SYSTEM SECURITY PLAN.** Formal document that provides an overview of the security requirements for the information system and describes the security controls in place or planned for meeting those requirements. For instance, technical controls typically include Access Control (IA), Audit and Accountability (AU), Identification and Authentication (IA), and System and Communications (SC).

5. RESPONSIBILITIES.

- a. FEMA's responsibilities under this ISAA are as follows:
 - i. Share with the [ENTITY SHORT NAME] the NFIP policyholder data found in Appendix A of this agreement.
 - ii. Share with [ENTITY SHORT NAME] NFIP policyholder data and its associated information, as found in Appendix A of this agreement.
 - iii. Transmit the NFIP policyholder data and related information listed in Appendix A to the [ENTITY SHORT NAME] in password protected format via encrypted email.
 - iv. Ensure that NFIP policyholder data is accurate, complete, and up-to-date as reasonably necessary.
 - v. FEMA shall not take any adverse action or limit any of its Federal benefits as a result of this sharing of information.

b. The [ENTITY SHORT NAME]'s responsibilities under this ISAA are as follows:

- i. Use and maintain the NFIP policyholder PII under this ISAA only to review NFIP policy and claims information for properties within its jurisdiction. [ENTITY SHORT NAME] certifies that it will review NFIP policy and claims information for properties within its jurisdiction under Routine Uses O, R, and T.”

The NFIP policyholder PII provided by FEMA under this ISAA may not be used for any other purpose.

- ii. Instruct all individuals with access to NFIP policyholder PII regarding the confidential nature of the information, the safeguard requirements of this Agreement, and the criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of NFIP policyholder PII covered by this Agreement.
- iii. Employ appropriate administrative, technical, and/or physical safeguards to secure any and all NFIP policyholder PII shared under the provisions of this ISAA, whether in physical or electronic form, and store PII only in places and in a manner, that are safe from access by unauthorized persons or for unauthorized use.
- iv. Limit access to NFIP policyholder PII provided by FEMA under this ISAA only to the authorized [ENTITY SHORT NAME] personnel to review NFIP policy and claims information for properties within its jurisdiction. The [ENTITY SHORT NAME] certifies that it will review NFIP policy and claims information for properties within its jurisdiction under Routine Uses O, R, and T.”

on behalf [ENTITY SHORT NAME]. This includes all entities and individuals listed in paragraphs 6 and 7.

- v. The [ENTITY SHORT NAME] will not further disclose NFIP policyholder PII provided by FEMA to outside third parties without the express consent of FEMA or the NFIP policyholder(s) to whom the PII pertains including, as applicable, requests by third parties under state open access and freedom of information laws.
- vi. The [ENTITY SHORT NAME] shall ensure no computer matching will occur for the purpose of establishing or verifying eligibility or compliance as it relates to cash or in-kind assistance or payments under federal benefit programs unless a separate CMA is in place.
- vii. The [ENTITY SHORT NAME] will, in a timely manner, take appropriate action with regard to any request made by FEMA for access, additions,

changes, deletions, or corrections of PII. In addition, the [ENTITY SHORT NAME] will, in a timely manner, notify FEMA of any data errors that it discovers.

- viii. The [ENTITY SHORT NAME] will destroy information provided by FEMA when no longer needed by [ENTITY SHORT NAME] to meet unmet needs, acquiring property, preventing duplication of benefits, or other business need as identified within this agreement.
- ix. Pursuant to Routine Use N, provide FEMA with names, addresses of policyholders within their jurisdictions, and a brief general description of their plan for acquiring and relocating their flood prone properties for the purpose of ensuring that communities engage in floodplain management, improved real property acquisitions, and relocation projects that are consistent with the NFIP.

6. CONSENT TO THIRD PARTY ACCESS TO NFIP POLICYHOLDER PII:

Subject to the restrictions and limitations set forth in this ISAA, FEMA authorizes [ENTITY SHORT NAME] to share NFIP policyholder PII with [CONTRACTOR LONG NAME (SHORT NAME)] pursuant to the Contract Number xxxxxx between the [ENTITY SHORT NAME] and [CONTRACTOR SHORT NAME] dated [DATE]. The data will be used to [CITE SPECIFIC USE]. [CONTRACTOR SHORT NAME] may not share the information with any of its subcontractors or third-party partners. [CONTRACTOR SHORT NAME] may only use NFIP policyholder PII for the purposes outlined in Contract Number xxxxxx (copy of the contract must be attached).

[ENTITY SHORT NAME] shall limit its sharing of PII to contractors on a need to know basis to those employees working for the above-named state agencies who have a need to know in the performance of their official duties.

If no third party is noted, then paragraph 6 should read:

CONSENT TO THIRD PARTY ACCESS TO NFIP POLICYHOLDER PII:

At this time, [ENTITY SHORT NAME] has not indicated an intent to share NFIP policyholder PII with third party contractors.

7. POINTS OF CONTACT.

- a. The FEMA points of contact are as follows:

Monique Crewes
Acting Chief, Insurance Analytics and Policy, FIMA
202-655-8573
Monique.Crewes@fema.dhs.gov

Scott McAfee
GIS Analyst, FIMA
202-236-3255
Scott.Mcafee@fema.dhs.gov

FEMA Region IV POC
Dewana Davis, CFM
Regional Flood Insurance Liaison, FEMA RIV Mitigation Division
Desk: 770-220-5420
Dewana.Davis@fema.dhs.gov

- b. The [ENTITY SHORT NAME] points of contact are as follows: (No more than five POCs)

NAME
TITLE
TELEPHONE NUMBER
EMAIL ADDRESS

- 8. SEVERABILITY.** Nothing in this ISAA is intended to conflict with current law, regulation, or FEMA directives. If a term of this ISAA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this ISAA shall remain in full force and effect.
- 9. NO PRIVATE RIGHT.** This ISAA is an internal agreement between FEMA and the [ENTITY SHORT NAME]. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this ISAA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction. Accordingly, the terms of this Agreement do not constitute or imply the grant, by the United States of America, of any other consent, accord, satisfaction, advice, or waiver of its rights, power or authority.
- 10. FUNDING.** This ISAA is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this ISAA. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.
- 11. ISSUE RESOLUTION.** FEMA and the [ENTITY SHORT NAME] understand that during the course of this ISAA, they may have to resolve issues such as: scope,

interpretation of provisions, unanticipated technical matters, and other proposed modifications. Both parties agree to appoint their respective points of contact to work in good faith towards resolution of such issues.

12. USE OF CONTRACTOR WITH ACCESS TO NFIP POLICYHOLDER PII.

When the [ENTITY SHORT NAME] utilizes a contractor in connection with its performance of its obligations under the ISAA and the [ENTITY SHORT NAME] provides such contractor with access to NFIP policyholder PII, the [ENTITY SHORT NAME] shall provide FEMA with prompt notice of the identity of such contractor and the extent of the role that such contractor will play in connection with the purpose of this ISAA. Moreover, all such contractors given access to any NFIP policyholder PII must agree to: (a) abide by the conditions set forth herein, including, without limitation, its provisions relating to compliance with minimum standards for the protection of NFIP policyholder PII and Notice of Security and/or Privacy Incident; (b) restrict use of NFIP policyholder PII only to the performance of services to [ENTITY SHORT NAME] in connection with [ENTITY SHORT NAME] performance of its obligations under the ISAA, and (c) certify in writing, upon completion of the performance of services by a contractor, that the contractor has immediately un-installed, removed, and/or destroyed all copies of NFIP policyholder PII within 30 days of the contractor's performance of services to the [ENTITY SHORT NAME].

13. RETURN OR DESTRUCTION OF NFIP POLICYHOLDER PII. If at any time during the term of the ISAA any part of NFIP policyholder PII, in any form, that the [ENTITY SHORT NAME] obtains from FEMA ceases to be required by the [ENTITY SHORT NAME] for the performance of the purpose under the ISAA, or upon termination of the ISAA, whichever occurs first, [ENTITY SHORT NAME] shall, within fourteen (14) days thereafter, promptly notify FEMA and securely return the NFIP policyholder PII to FEMA, or, at FEMA's written request destroy, un-install and/or remove all copies of such NFIP policyholder PII in the [ENTITY SHORT NAME]'s possession or control, and certify to FEMA that such tasks have been completed.

14. ENTIRE AGREEMENT. This ISAA constitutes the entire agreement between the parties with regard to information sharing.

15. MODIFICATION. This ISAA may be modified upon the mutual written consent of the parties.

16. COUNTERPARTS. This ISAA, when executed in any number of counterparts and by different parties on separate counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same Agreement.

17. EFFECTIVE DATE, DURATION AND TERMINATION. This ISAA will become effective upon the signature of both parties and will remain in effect for three

years. However, FEMA will only provide the information identified in Appendix A for the disaster period of assistance. Either party may terminate this agreement upon written notice to the other party.

- 18. NOTICE OF PRIVACY INCIDENT.** If the [ENTITY SHORT NAME], or its contractors, suspect, discover or are notified of a suspected or confirmed privacy incident relating to NFIP policyholder PII, the [ENTITY SHORT NAME] shall immediately, but in no event later than twenty-four (24) hours from suspicion, discovery or notification of the suspected or confirmed privacy incident, notify the FEMA Privacy Officer at (202) 212-5100 or FEMA-Privacy@fema.dhs.gov.
- 19. PRIVACY INCIDENT HANDLING.** In the event of a privacy incident emanating from this ISAA, FEMA will investigate the incident pursuant to DHS standard procedures and will consult [ENTITY SHORT NAME] to diagnose, mitigate and manage the privacy incident. The [ENTITY SHORT NAME] will be responsible for carrying out all necessary measures to remedy the effects of the privacy incident.
- 20. REPORTING.** This ISAA covers several routine uses outlined in Paragraph 3 (d) and (e). Each time a record is requested under this ISAA, [ENTITY SHORT NAME] will indicate the specific purpose and use of the record and the specific routine use under which the record is being requested. FEMA will keep a record of the date, nature, and purpose of each disclosure of a record under this ISAA. The Parties will coordinate to prepare a report/audit summarizing compliance with the privacy, redress, and security requirements set forth in this Agreement.
- 21. INDEMNIFICATION.** The [ENTITY SHORT NAME] shall bear all costs, losses and damages to the extent resulting from [ENTITY SHORT NAME] breach of the ISAA. [ENTITY SHORT NAME] agrees to release, defend, indemnify, and hold harmless FEMA for claims, losses, penalties and damages and reasonable attorneys' fees and costs to the extent arising out of [ENTITY SHORT NAME]'s, or its contractor's, negligence, unauthorized use or disclosure of NFIP policyholder PII and/or [ENTITY SHORT NAME]'s, or its contractor's, breach of its obligations under the ISAA. [ENTITY SHORT NAME] shall inform all of its principals, officers, employees, agents and contractors assigned to handling NFIP policyholder PII under the ISAA of the obligations contained in the ISAA.
- 22. PENALTIES.** The [ENTITY SHORT NAME] understands that if it or one of its employee/agents willfully discloses any such PII to a third party not authorized to receive it, FEMA will revoke the [ENTITY SHORT NAME]'s access to NFIP policyholder PII.

APPROVED BY:

FEDERAL EMERGENCY MANAGEMENT AGENCY

[NAME]
[Federal Insurance Directorate Assistant Administrator]
DHS/FEMA/FIMA

Date

[ENTITY LONG NAME]

NAME OF PERSON WITH AUTHORITY TO SIGN
TITLE
ENTITY LONG NAME

Date

Appendix A – NFIP Data Description

The following lists the NFIP policyholder PII data elements that may be shared by FEMA with the [ENTITY SHORT NAME]. The [ENTITY SHORT NAME] will only receive the PII data, or data when combined with other data could lead to PII, necessary to meet the routine use:

- Property Address
- Date of Loss
- Building Characteristics
- Coverages (building, contents)
- Premium and fees
- Claims amount paid (building, contents, ICC)
- Non-PII data elements as necessary, requested, and available

NFIP System of Records Notices (SORNs) Routine Uses

A	To the Department of Justice (DOJ), including Offices of the U.S. Attorneys, or other federal agency conducting litigation or in proceedings before any court, adjudicative, or administrative body, when it is relevant or necessary to the litigation and one of the following is a party to the litigation or has an interest in such litigation: 1. DHS or any component thereof; 2. Any employee or former employee of DHS in his/her official capacity; 3. Any employee or former employee of DHS in his/her individual capacity when DOJ or DHS has agreed to represent the employee; or 4. The U.S. or any agency thereof.
B	To a congressional office from the record of an individual in response to an inquiry from that congressional office made at the request of the individual to whom the record pertains.
C	To the National Archives and Records Administration (NARA) or General Services Administration pursuant to records management inspections being conducted under the authority of 44 U.S.C. 2904 and 2906.
D	To an agency or organization for the purpose of performing audit or oversight operations as authorized by law, but only such information as is necessary and relevant to such audit or oversight function.
E	To appropriate agencies, entities, and persons when: 1. DHS suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; 2. DHS has determined that as a result of the suspected or confirmed

	compromise, there is a risk of identity theft or fraud, harm to economic or property interests, harm to an individual, or harm to the security or integrity of this system or other systems or programs (whether maintained by DHS or another agency or entity) that rely upon the compromised information; and 3. The disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with DHS's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm.
F	To contractors and their agents, grantees, experts, consultants, and others performing or working on a contract, service, grant, cooperative agreement, or assignment for DHS, when necessary to accomplish an agency function related to this system of records. Any individuals provided information under this routine use are subject to the same Privacy Act requirements and limitations on disclosure as are applicable to DHS officers and employees.
G	To an appropriate federal, state, tribal, local, international, or foreign law enforcement agency or other appropriate authority charged with investigating or prosecuting a violation or enforcing or implementing a law, rule, regulation, or order, when a record, either on its face or in conjunction with other information, indicates a violation or potential violation of law, which includes criminal, civil, or regulatory violations and such disclosure is proper and consistent with the official duties of the person making the disclosure.
H	To Write Your Own insurance companies as authorized under 44 CFR 62.23 to administer flood insurance in partnership with FEMA.
I	To federal, state, local, and tribal government agencies, insurance companies, and established voluntary organizations in order to determine eligibility for benefits, verify non-duplication of benefits following a flooding event or another disaster, and provide needs unmet by NFIP claims payouts within their jurisdictions and service areas.
J	To state government agencies in order to provide GFIP certificates for carrying out the purposes of the NFIP within its jurisdiction.
K	To property loss reporting bureaus, state insurance departments, and insurance companies to investigate fraud or potential fraud in connection with claims, subject to the approval of the DHS Office of the Inspector General.
L	To state, local, and tribal government agencies to ascertain the degree of financial burdens they expect to assume in the event of a flooding disaster within its jurisdiction.
M	To state, local, and tribal government agencies to further NFIP outreach and education activities within their jurisdiction.
N	To state, local, and tribal government agencies that provide names, addresses of policyholders within their jurisdictions, and a brief general description of their plan for acquiring and relocating their flood prone properties for the purpose of ensuring that communities engage in floodplain management, improved real property acquisitions, and relocation projects that are consistent with the NFIP. This is contingent upon the Federal Insurance Mitigation Administration determining that the use furthers the flood plain management and hazard mitigation goals of the agency.

O	To the Army Corps of Engineers and federal, state, local, and tribal government agencies to review NFIP policy and claims information for properties within its jurisdiction in order to assist in hazard mitigation and floodplain management activities, and in monitoring compliance with the floodplain management measures adopted by the community.
P	To lending institutions and mortgage servicing companies for purposes of assisting with lender compliance.
Q	To current owners of properties for the purpose of providing the dates and dollar amounts of past loss payments made to the said property.
R	To federal, state, local, and tribal government agencies to conduct research, analysis, and feasibility studies of policies and claims within its jurisdiction.
S	To financial institutions for purposes of providing referral or cooperative reimbursement payments to insurance agents to share marketing and advertising costs between NFIP and entities participating in the NFIP.
T	To community officials and representatives to provide repetitive loss records of properties within that community.
U	To OMB in for purposes related to the review of private relief legislation in accordance with OMB Circular No. A-19.
V	To private reinsurers, private capital firms, and financial institutions for the purposes of preparing NFIP assumption of risk proposals.
W	To the news media and the public, with the approval of the Chief Privacy Officer in consultation with counsel, when there exists a legitimate public interest in the disclosure of the information, when disclosure is necessary to demonstrate the accountability of DHS's officers, employees, or individuals covered by the system, except to the extent the Chief Privacy Officer determines that release of the specific information in the context of a particular case would constitute an unwarranted invasion of personal privacy.

<https://www.gpo.gov/fdsys/pkg/FR-2014-05-19/html/2014-11386.htm>

INFORMATION SHARING ACCESS AGREEMENT (ISAA)

BETWEEN

**THE DEPARTMENT OF HOMELAND SECURITY/ FEDERAL EMERGENCY
MANAGEMENT AGENCY (DHS/FEMA) FEDERAL INSURANCE AND
MITIGATION ADMINISTRATION (FIMA)**

AND

TOWN OF PEMBROKE PARK

- 1. INTRODUCTION AND PURPOSE.** The U.S. Department of Homeland Security/Federal Emergency Management Agency, Federal Insurance and Mitigation Administration (DHS/FEMA/FIMA) and The Town of Pembroke Park, voluntarily enter into this Information Sharing Access Agreement (ISAA). The purpose of the ISAA is to enable FEMA to share personally identifiable information (PII) that is protected by the Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. § 552a, with the Town of Pembroke Park to review National Flood Insurance Program (NFIP) policy and/or claims information. NFIP data will be used for daily floodplain management, Community Rating System (CRS) and hazard mitigation activities. Information will be used within Lowell and service areas, assisting to make substantial damage determinations as well as identifying properties for buy-out or elevation.
- 2. AUTHORITIES.** This ISAA is authorized by:
 - a. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (42 U.S.C. 5121 et seq.) (Stafford Act) *for declared disasters only*;
 - b. Homeland Security Act of 2002, Pub. L. No. 107-296 (2002) (6 U.S.C. 101 et seq.) *for declared disasters only*;
 - c. National Flood Insurance Act of 1968, Pub. L. No. 90-448, Title XIII (1968) (42 U.S.C. 4001 et seq.) (NFIA);
 - d. Privacy Act of 1974 (5 U.S.C. 552a) (Privacy Act);
 - e. Authority notification - DHS/FEMA 003 –NFIP Files System of Records, 79 FR 28747 (May 19, 2014) (NFIP Files SORN).
- 3. BACKGROUND**
 - a. FEMA collects, maintains, uses, and disseminates, personally identifiable information (PII) from NFIP policyholders. NFIP policyholder PII is protected by the Privacy Act and shared pursuant to the NFIP Files SORN.

- b. As authorized by the routine use provision of the Privacy Act, 5 U.S.C. § 552a(b)(3), FEMA may disclose policyholder PII to federal, state, local, and tribal government agencies to enable them to receive only the NFIP policy and claims information necessary to satisfy a specific routine use as valid and eligible under the NFIP Files SORN.
- c. This ISAA encompasses NFIP Files SORN Routine Uses (I), (L), (M), (N), (O), (R), and (T) only.
- d. This ISAA encompasses NFIP Files SORN Routine Use (G) for floodplain management enforcement *only*. Any other routine use (G) that involves investigating or prosecuting a violation or enforcing or implementing a law, rule, regulation, or order requires a separate ISAA that must be reviewed and cleared by the FEMA Privacy Office.
- e. The Town of Pembroke Park certifies that it will review NFIP policy and claims information for properties within its jurisdiction as a NFIP Community under the following routine uses. The Town of Pembroke Park certifies that it will review NFIP policy and claims information for properties within its jurisdiction under Routine Uses O, R, and T.”

4. DEFINITIONS.

As used in this Agreement, the following terms will have the following meanings:

- a. **COMPUTER MATCHING:** Any computerized comparison of two or more automated systems of records, or a system of records with non-federal records, for the purpose of establishing or verifying eligibility or compliance as it relates to cash or in-kind assistance or payments under federal benefit programs. *See* 5 U.S.C. § 552a(a)(8). Pursuant to 5 U.S.C. § 552a(o), any record contained in a system of records may only be disclosed to a recipient agency or non-federal agency for use in a computer matching program pursuant to a Computer Matching Agreement (CMA) between the source agency and the recipient agency or non-federal agency.
- b. **NIST CYBERSECURITY FRAMEWORK:** National Institutes of Standards and Technology (NIST) “Framework for Improving Critical Infrastructure Cybersecurity,” which sets out a repeatable process of, “Identify, Protect, Detect, Respond and Recover,” to guide organizational cybersecurity activities and consideration of cybersecurity risk in organizational risk management processes.
- c. **PERSONALLY IDENTIFIABLE INFORMATION (PII):** Any information that permits the identity of an individual to be directly or indirectly inferred, including other information that is linked or linkable to an individual. For example, when linked or linkable to an individual, such information includes an address, name,

social security number, date and place of birth, mother's maiden name, account number, license number, vehicle identifier number, license plate number, device identifier or serial number, internet protocol address, biometric identifier (e.g., photograph, fingerprint, iris scan, voice print), educational information, financial information, medical information, criminal or employment information, and information created specifically to identify or authenticate an individual (e.g., a random generated number). PII constitutes "Controlled Unclassified Information."

- d. **PRIVACY INCIDENT.** The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than the authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an unauthorized purpose. The term encompasses both suspected and confirmed incidents involving PII, whether intentional or inadvertent, which raises a reasonable risk of harm.
- e. **SYSTEM SECURITY PLAN.** Formal document that provides an overview of the security requirements for the information system and describes the security controls in place or planned for meeting those requirements. For instance, technical controls typically include Access Control (IA), Audit and Accountability (AU), Identification and Authentication (IA), and System and Communications (SC).

5. RESPONSIBILITIES.

- a. FEMA's responsibilities under this ISAA are as follows:
 - i. Share with the Town of Pembroke Park the NFIP policyholder data found in Appendix A of this agreement.
 - ii. Share with Town of Pembroke Park NFIP policyholder data and its associated information, as found in Appendix A of this agreement.
 - iii. Transmit the NFIP policyholder data and related information listed in Appendix A to the Town of Pembroke Park in password protected format via encrypted email.
 - iv. Ensure that NFIP policyholder data is accurate, complete, and up-to-date as reasonably necessary.
 - v. FEMA shall not take any adverse action or limit any of its Federal benefits as a result of this sharing of information.
- b. The Town of Pembroke Park's responsibilities under this ISAA are as follows:
 - i. Use and maintain the NFIP policyholder PII under this ISAA only to review NFIP policy and claims information for properties within its

jurisdiction. The Town of Pembroke Park certifies that it will review NFIP policy and claims information for properties within its jurisdiction under Routine Uses O, R, and T.”

The NFIP policyholder PII provided by FEMA under this ISAA may not be used for any other purpose.

- ii. Instruct all individuals with access to NFIP policyholder PII regarding the confidential nature of the information, the safeguard requirements of this Agreement, and the criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of NFIP policyholder PII covered by this Agreement.
- iii. Employ appropriate administrative, technical, and/or physical safeguards to secure any and all NFIP policyholder PII shared under the provisions of this ISAA, whether in physical or electronic form, and store PII only in places and in a manner, that are safe from access by unauthorized persons or for unauthorized use.
- iv. Limit access to NFIP policyholder PII provided by FEMA under this ISAA only to the authorized the Town of Pembroke Park personnel to review NFIP policy and claims information for properties within its jurisdiction. The Town of Pembroke Park certifies that it will review NFIP policy and claims information for properties within its jurisdiction under Routine Uses O, R, and T.”

on behalf the Town of Pembroke Park This includes all entities and individuals listed in paragraphs 6 and 7.

- v. The Town of Pembroke Park will not further disclose NFIP policyholder PII provided by FEMA to outside third parties without the express consent of FEMA or the NFIP policyholder(s) to whom the PII pertains including, as applicable, requests by third parties under state open access and freedom of information laws.
- vi. The Town of Pembroke Park shall ensure no computer matching will occur for the purpose of establishing or verifying eligibility or compliance as it relates to cash or in-kind assistance or payments under federal benefit programs unless a separate CMA is in place.
- vii. The Town of Pembroke Park will, in a timely manner, take appropriate action with regard to any request made by FEMA for access, additions, changes, deletions, or corrections of PII. In addition, the Town of Pembroke Park will, in a timely manner, notify FEMA of any data errors that it discovers.

- viii. The Town of Pembroke Park will destroy information provided by FEMA when no longer needed by Town of Pembroke Park to meet unmet needs, acquiring property, preventing duplication of benefits, or other business need as identified within this agreement.
- ix. Pursuant to Routine Use N, provide FEMA with names, addresses of policyholders within their jurisdictions, and a brief general description of their plan for acquiring and relocating their flood prone properties for the purpose of ensuring that communities engage in floodplain management, improved real property acquisitions, and relocation projects that are consistent with the NFIP.

6. CONSENT TO THIRD PARTY ACCESS TO NFIP POLICYHOLDER PII:

At this time, the Town of Pembroke Park has not indicated an intent to share NFIP policyholder PII with third party contractors.

7. POINTS OF CONTACT.

- a. The FEMA points of contact are as follows:

Monique Crewes
Acting Chief, Insurance Analytics and Policy, FIMA
202-655-8573
Monique.Crewes@fema.dhs.gov

Scott McAfee
GIS Analyst, FIMA
202-236-3255
Scott.Mcafee@fema.dhs.gov

FEMA Region IV POC
Dewana Davis, CFM
Regional Flood Insurance Liaison, FEMA RIV Mitigation Division
Desk: 770-220-5420
Dewana.Davis@fema.dhs.gov

- b. The Town of Pembroke Park point(s) of contact is/are as follows:

Miguel A. Nunez, MPA, CBO, CFM.
Building Official / Floodplain Manager
954-966-4600 Ext. 221
mnunez@townofpembrokepark.com

Marlen D. Martell, MPA, CFM.
Town Clerk

954-966-4600 Ext. 235
townclerk@townofpembrokepark.com

- 8. SEVERABILITY.** Nothing in this ISAA is intended to conflict with current law, regulation, or FEMA directives. If a term of this ISAA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this ISAA shall remain in full force and effect.
- 9. NO PRIVATE RIGHT.** This ISAA is an internal agreement between FEMA and the Town of Pembroke Park. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this ISAA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction. Accordingly, the terms of this Agreement do not constitute or imply the grant, by the United States of America, of any other consent, accord, satisfaction, advice, or waiver of its rights, power or authority.
- 10. FUNDING.** This ISAA is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this ISAA. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.
- 11. ISSUE RESOLUTION.** FEMA and the Town of Pembroke Park understand that during the course of this ISAA, they may have to resolve issues such as: scope, interpretation of provisions, unanticipated technical matters, and other proposed modifications. Both parties agree to appoint their respective points of contact to work in good faith towards resolution of such issues.
- 12. USE OF CONTRACTOR WITH ACCESS TO NFIP POLICYHOLDER PII.**
When the Town of Pembroke Park utilizes a contractor in connection with its performance of its obligations under the ISAA and the Town of Pembroke Park provides such contractor with access to NFIP policyholder PII, the Town of Pembroke Park shall provide FEMA with prompt notice of the identity of such contractor and the extent of the role that such contractor will play in connection with the purpose of this ISAA. Moreover, all such contractors given access to any NFIP policyholder PII must agree to: (a) abide by the conditions set forth herein, including, without limitation, its provisions relating to compliance with minimum standards for the protection of NFIP policyholder PII and Notice of Security and/or Privacy Incident; (b) restrict use of NFIP policyholder PII only to the performance of services to the Town of Pembroke Park in connection with the Town of Pembroke Park performance of its obligations under the ISAA, and (c) certify in writing, upon completion of the performance of services by a contractor, that the contractor has

immediately un-installed, removed, and/or destroyed all copies of NFIP policyholder PII within 30 days of the contractor's performance of services to the Town of Pembroke Park.

- 13. RETURN OR DESTRUCTION OF NFIP POLICYHOLDER PII.** If at any time during the term of the ISAA any part of NFIP policyholder PII, in any form, that the Town of Pembroke Park obtains from FEMA ceases to be required by the Town of Pembroke Park for the performance of the purpose under the ISAA, or upon termination of the ISAA, whichever occurs first, the Town of Pembroke Park shall, within fourteen (14) days thereafter, promptly notify FEMA and securely return the NFIP policyholder PII to FEMA, or, at FEMA's written request destroy, un-install and/or remove all copies of such NFIP policyholder PII in the Town of Pembroke Park's possession or control, and certify to FEMA that such tasks have been completed.
- 14. ENTIRE AGREEMENT.** This ISAA constitutes the entire agreement between the parties with regard to information sharing.
- 15. MODIFICATION.** This ISAA may be modified upon the mutual written consent of the parties.
- 16. COUNTERPARTS.** This ISAA, when executed in any number of counterparts and by different parties on separate counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same Agreement.
- 17. EFFECTIVE DATE, DURATION AND TERMINATION.** This ISAA will become effective upon the signature of both parties and will remain in effect for three years. However, FEMA will only provide the information identified in Appendix A for the disaster period of assistance. Either party may terminate this agreement upon written notice to the other party.
- 18. NOTICE OF PRIVACY INCIDENT.** If the Town of Pembroke Park or its contractors, suspect, discover or are notified of a suspected or confirmed privacy incident relating to NFIP policyholder PII, the Town of Pembroke Park shall immediately, but in no event later than twenty-four (24) hours from suspicion, discovery or notification of the suspected or confirmed privacy incident, notify the FEMA Privacy Officer at (202) 212-5100 or FEMA-Privacy@fema.dhs.gov.
- 19. PRIVACY INCIDENT HANDLING.** In the event of a privacy incident emanating from this ISAA, FEMA will investigate the incident pursuant to DHS standard procedures and will consult Town of Pembroke Park to diagnose, mitigate and manage the privacy incident. The Town of Pembroke Park will be responsible for carrying out all necessary measures to remedy the effects of the privacy incident.

20. REPORTING. This ISAA covers several routine uses outlined in Paragraph 3 (d) and (e). Each time a record is requested under this ISAA, the Town of Pembroke Park will indicate the specific purpose and use of the record and the specific routine use under which the record is being requested. FEMA will keep a record of the date, nature, and purpose of each disclosure of a record under this ISAA. The Parties will coordinate to prepare a report/audit summarizing compliance with the privacy, redress, and security requirements set forth in this Agreement.

21. INDEMNIFICATION. The Town of Pembroke Park shall bear all costs, losses and damages to the extent resulting from the Town of Pembroke Park breach of the ISAA. The Town of Pembroke Park agrees to release, defend, indemnify, and hold harmless FEMA for claims, losses, penalties and damages and reasonable attorneys' fees and costs to the extent arising out of Town of Pembroke Park's, or its contractor's, negligence, unauthorized use or disclosure of NFIP policyholder PII and/or Town of Pembroke Park's, or its contractor's, breach of its obligations under the ISAA. The Town of Pembroke Park shall inform all of its principals, officers, employees, agents and contractors assigned to handling NFIP policyholder PII under the ISAA of the obligations contained in the ISAA.

22. PENALTIES. The Town of Pembroke Park understands that if it or one of its employee/agents willfully discloses any such PII to a third party not authorized to receive it, FEMA will revoke the Town of Pembroke Park's access to NFIP policyholder PII.

APPROVED BY:

FEDERAL EMERGENCY MANAGEMENT AGENCY

[NAME]
[Federal Insurance Directorate Assistant Administrator]
DHS/FEMA/FIMA

Date

THE TOWN OF PEMBROKE PARK

NAME OF PERSON WITH AUTHORITY TO SIGN
TITLE
THE TOWN OF PEMBROKE PARK

Date

Appendix A – NFIP Data Description

The following lists the NFIP policyholder PII data elements that may be shared by FEMA with the Town of Pembroke Park. The Town of Pembroke Park will only receive the PII data, or data when combined with other data could lead to PII, necessary to meet the routine use:

- Property Address
- Date of Loss
- Building Characteristics
- Coverages (building, contents)
- Premium and fees
- Claims amount paid (building, contents, ICC)
- Non-PII data elements as necessary, requested, and available

NFIP System of Records Notices (SORNs) Routine Uses

A	To the Department of Justice (DOJ), including Offices of the U.S. Attorneys, or other federal agency conducting litigation or in proceedings before any court, adjudicative, or administrative body, when it is relevant or necessary to the litigation and one of the following is a party to the litigation or has an interest in such litigation: 1. DHS or any component thereof; 2. Any employee or former employee of DHS in his/her official capacity; 3. Any employee or former employee of DHS in his/her individual capacity when DOJ or DHS has agreed to represent the employee; or 4. The U.S. or any agency thereof.
B	To a congressional office from the record of an individual in response to an inquiry from that congressional office made at the request of the individual to whom the record pertains.
C	To the National Archives and Records Administration (NARA) or General Services Administration pursuant to records management inspections being conducted under the authority of 44 U.S.C. 2904 and 2906.
D	To an agency or organization for the purpose of performing audit or oversight operations as authorized by law, but only such information as is necessary and relevant to such audit or oversight function.
E	To appropriate agencies, entities, and persons when: 1. DHS suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; 2. DHS has determined that as a result of the suspected or confirmed

	compromise, there is a risk of identity theft or fraud, harm to economic or property interests, harm to an individual, or harm to the security or integrity of this system or other systems or programs (whether maintained by DHS or another agency or entity) that rely upon the compromised information; and 3. The disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with DHS's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm.
F	To contractors and their agents, grantees, experts, consultants, and others performing or working on a contract, service, grant, cooperative agreement, or assignment for DHS, when necessary to accomplish an agency function related to this system of records. Any individuals provided information under this routine use are subject to the same Privacy Act requirements and limitations on disclosure as are applicable to DHS officers and employees.
G	To an appropriate federal, state, tribal, local, international, or foreign law enforcement agency or other appropriate authority charged with investigating or prosecuting a violation or enforcing or implementing a law, rule, regulation, or order, when a record, either on its face or in conjunction with other information, indicates a violation or potential violation of law, which includes criminal, civil, or regulatory violations and such disclosure is proper and consistent with the official duties of the person making the disclosure.
H	To Write Your Own insurance companies as authorized under 44 CFR 62.23 to administer flood insurance in partnership with FEMA.
I	To federal, state, local, and tribal government agencies, insurance companies, and established voluntary organizations in order to determine eligibility for benefits, verify non-duplication of benefits following a flooding event or another disaster, and provide needs unmet by NFIP claims payouts within their jurisdictions and service areas.
J	To state government agencies in order to provide GFIP certificates for carrying out the purposes of the NFIP within its jurisdiction.
K	To property loss reporting bureaus, state insurance departments, and insurance companies to investigate fraud or potential fraud in connection with claims, subject to the approval of the DHS Office of the Inspector General.
L	To state, local, and tribal government agencies to ascertain the degree of financial burdens they expect to assume in the event of a flooding disaster within its jurisdiction.
M	To state, local, and tribal government agencies to further NFIP outreach and education activities within their jurisdiction.
N	To state, local, and tribal government agencies that provide names, addresses of policyholders within their jurisdictions, and a brief general description of their plan for acquiring and relocating their flood prone properties for the purpose of ensuring that communities engage in floodplain management, improved real property acquisitions, and relocation projects that are consistent with the NFIP. This is contingent upon the Federal Insurance Mitigation Administration determining that the use furthers the flood plain management and hazard mitigation goals of the agency.

O	To the Army Corps of Engineers and federal, state, local, and tribal government agencies to review NFIP policy and claims information for properties within its jurisdiction in order to assist in hazard mitigation and floodplain management activities, and in monitoring compliance with the floodplain management measures adopted by the community.
P	To lending institutions and mortgage servicing companies for purposes of assisting with lender compliance.
Q	To current owners of properties for the purpose of providing the dates and dollar amounts of past loss payments made to the said property.
R	To federal, state, local, and tribal government agencies to conduct research, analysis, and feasibility studies of policies and claims within its jurisdiction.
S	To financial institutions for purposes of providing referral or cooperative reimbursement payments to insurance agents to share marketing and advertising costs between NFIP and entities participating in the NFIP.
T	To community officials and representatives to provide repetitive loss records of properties within that community.
U	To OMB in for purposes related to the review of private relief legislation in accordance with OMB Circular No. A-19.
V	To private reinsurers, private capital firms, and financial institutions for the purposes of preparing NFIP assumption of risk proposals.
W	To the news media and the public, with the approval of the Chief Privacy Officer in consultation with counsel, when there exists a legitimate public interest in the disclosure of the information, when disclosure is necessary to demonstrate the accountability of DHS's officers, employees, or individuals covered by the system, except to the extent the Chief Privacy Officer determines that release of the specific information in the context of a particular case would constitute an unwarranted invasion of personal privacy.

<https://www.gpo.gov/fdsys/pkg/FR-2014-05-19/html/2014-11386.htm>



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

Agenda Request

Meeting Date:	Workshop - May 27th 2020
Subject:	Special Magistrate for Code Enforcement
Initiated by:	☒ City Council ☐ City Attorney ☐ City Manager/Staff
Prepared by:	Name & Title: Miguel Nunez
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Memorandum NO: 20-012
Fiscal Impact:	
Policy Question(s) for Council Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	



TOWN OF PEMBROKE PARK

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

MEMORANDUM NO.: 20-012

DATE: May 22, 2020

TO: Hon. Ashira Mohammed, Mayor
Hon. Howard Clark, Vice-Mayor
Hon. Geoffrey Jacobs, Clerk-Commissioner
Hon. Georgina Cohen, Commissioner
Hon. Ray Dieuville, Commissioner

FROM: Miguel A. Núñez, Building Official

Miguel A.

Nunez, CBO

Digitally signed by Miguel A. Nunez, CBO
DN: cn=Miguel A. Nunez, CBO, o=Town of
Pembroke Park, ou=Building Department,
email=mnunez@townofpembrokepark.com
; c=US
Date: 2020.05.22 16:30:35 -0400

RE: **SPECIAL MAGISTRATE FOR CODE ENFORCEMENT**

At this time, I would like to present for your consideration the addition of the special Magistrate for Code Enforcement for the Town of Pembroke Park. The special magistrate is in addition to the already established Code Enforcement Board, in article II of the Town of Pembroke Park Code of Ordinances.

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

Respectfully submitted.

Cc: Newall Daughtrey, Assistant Town Manager
Marlen Martell, Interim Deputy Clerk.
File.

- **Chapter 7 - CODE ENFORCEMENT**
- **ARTICLE I. - IN GENERAL**
- **Sec. 7-1. - Definitions.**

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

Board means the Town of Pembroke Park Code Enforcement Board.

Code Inspector means those employees or other agents of the Town duly authorized and appointed by the Town Commission, whose duty it is to enforce Town ordinances and/or codes.

Codes and/or ordinances, which words may be used interchangeably, mean the ordinances of the Town, as described in [section 7-3](#).

Repeat violation means a violation of a provision of the Town of Pembroke Park Code of Ordinances by a person whom the Code Enforcement Board and/or the Special Magistrate has previously found to have violated the same provision within five (5) years prior to the violation.

Special Magistrate means the Town Special Magistrate appointed by the Town Commission to hear code enforcement violation cases.

Violator means the person responsible for the ordinance and/or code violation, which in the appropriate circumstances shall be the perpetrator of the violation or the owner of the real property upon which the violation occurred, or both.

(Ord. No. 81-1-1, § 4, 1-15-81; Ord. No. 95-12-1, § 1, 12-13-95)

Cross reference— Definitions and rules of construction generally, [§ 1-2](#).

- **Sec. 7-2. - Intent.**

It is the intent of this chapter to promote, protect and improve the health, safety and welfare of the citizens of the Town by providing an equitable, expeditious, effective and inexpensive method of enforcing the hereinafter described ordinances of the Town.

(Ord. No. 81-1-1, § 2, 1-15-81)

- **Sec. 7-3. - Jurisdiction.**

The Code Enforcement Board and/or the Special Magistrate shall have concurrent jurisdiction to hear and decide cases involving alleged violations of ordinances relating to the following subjects:

- (1) Advertising;
- (2) Animals and fowl;
- (3) Parks and recreation;
- (4) Bicycles;

- (5) Buildings;
 - (6) Fire protection and prevention;
 - (7) Flood damage prevention;
 - (8) Health and sanitation;
 - (9) Junked and abandoned vehicles;
 - (10) Licenses;
 - (11) Mobile living units;
 - (12) Sales;
 - (13) Streets and sidewalks;
 - (14) Theaters;
 - (15) Vegetation;
 - (16) Water and sewers;
 - (17) Zoning, as is now existing or as may be amended by ordinances from time to time.
- (Ord. No. 81-1-1, § 3, 1-15-81)

State Law reference— Code enforcement, F.S. § 162.01 et seq.

- **Sec. 7-4. - Duties of town attorney.**

The Town Attorney and/or any Assistant Town Attorney shall present the Town's case at hearings; and shall have prosecutorial discretion, including but not limited to the right to negotiate a plea with a violator and present that plea to the Code Enforcement Board and/or the Special Magistrate for approval, to recommend the disposition of a case to the Board, and to decline to prosecute a case, similar to the discretion exercised by the State Attorney in criminal cases.

(Ord. No. 81-1-1, § 12, 1-15-81; Ord. No. 90-8-1, § 1, 8-8-90)

- **Sec. 7-5. - Code Inspectors to initiate proceedings.**

(a) The Code Inspectors have the primary duty of enforcing the various ordinances and/or codes, as described in [section 7-3](#), and of initiating enforcement proceedings before that Board; however, no member of the Board and/or the Special Magistrate shall have the power to initiate such enforcement proceedings.

(b) Except as provided in subsections (c) and (d), if a violation of the codes is found, the Code Inspector shall notify the violator and give him a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the Code Inspector shall notify the Code Enforcement Board and/or the Special Magistrate and request a hearing. The Code Enforcement Board and/or the Special Magistrate, through its clerical staff, shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed as provided in Section 162.12, Florida Statutes, to said violator. At the option of the Code Enforcement Board, notice may additionally be served by publication or posting as provided in Section 162.12, Florida Statutes. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the Code Inspector, the case may be presented to the Enforcement Board and/or the Special Magistrate even if the violation has been corrected prior to the Board and/or the Special Magistrate hearing, and the notice shall so state.

(c) If a repeat violation is found, the Code Inspector shall notify the violator, but is not required to give the violator a reasonable time to correct the violation. The Code Inspector, upon notifying the violator of a repeat violation, shall notify the Code Enforcement Board and/or the Special Magistrate and request a hearing. The Code Enforcement Board and/or the Special Magistrate, through its clerical staff, shall schedule a hearing and shall provide notice pursuant to Section 162.12, Florida Statutes. The case may be presented to the Enforcement Board and/or the Special Magistrate even if the repeat violation has been corrected prior to the Board and/or the Special Magistrate hearing, and the notice shall so state.

(d) If the Code Inspector has reason to believe a violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the Code Inspector shall make a reasonable effort to notify the violator and may immediately notify the Code Enforcement Board and/or the Special Magistrate and request a hearing.

(e) If the violation arose under the fire code of the Town, the Code Inspector or the Chief of the Fire Department may, at his option, either proceed under this chapter or pursuant to the authority and procedures set forth in the fire code of the Town. Nothing in this chapter shall be construed or applied to limit the authority of the Chief of the Fire Department or of any Fire Marshal or any Fire Inspector to proceed pursuant to the fire code of the Town.

(Ord. No. 81-1-1, § 13, 1-15-81; Ord. No. 90-8-1, § 2, 8-8-90)

- **Sec. 7-6. - Conduct of hearing.**

(a) The Board and/or the Special Magistrate shall have a regularly scheduled hearing on the fourth Thursday of each month. The regularly scheduled Board hearing may be cancelled or rescheduled by a motion approved by a majority of those members present and voting at a Board hearing and/or the Special Magistrate. Upon request of the Code Inspector, or at such other times as may be necessary, the Special Magistrate and/or the Chairman of the Board may call a hearing of the Board and/or the Special Magistrate. Minutes shall be kept of all hearings of the Board, and all hearings and proceedings shall be open to the public. The Town Commission shall provide clerical and administrative personnel as may be reasonably required by the Board and/or the Special Magistrate for the proper performance of its duties.

(b) Each case before the Board and/or the Special Magistrate shall be presented by the Town Attorney, Code Inspector, or by a member of the administrative staff of the Town. If the Town prevails in prosecuting a case before the Board and/or the Special Magistrate, it shall be entitled to recover all costs incurred from prosecuting the case before the Board and/or the Special Magistrate.

(c) The Board and/or the Special Magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The Board and/or the Special Magistrate shall take testimony from the Code Inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(d) No Board member and/or the Special Magistrate shall act in any case in which that member or the Special Magistrate has a conflict of interest.

(e) All relevant evidence shall be admitted if, in the opinion of the Board and/or the Special Magistrate, it is the type of evidence upon which reasonable and responsible persons would normally rely in the conduct of business affairs, regardless of the existence of any common law or statutory rule which might make such evidence inadmissible over objections in civil actions. The Chairman of the Board and/or the Special Magistrate may exclude irrelevant or unduly repetitious evidence.

(f) Hearsay evidence may be accepted for the purpose of supplementing or explaining any direct evidence, but such hearsay evidence shall not in and of itself be considered sufficient to support a finding or decision unless the evidence would be admissible over objections in a civil action.

(g) Each party to the hearing shall have the right to:

- (1) Call and examine witnesses;
- (2) Introduce exhibits;
- (3) Cross-examine opposing witnesses;
- (4) Impeach witnesses;
- (5) Rebut evidence.

(h) The alleged violator has the right to be represented by an attorney at the hearing.

(i) At the conclusion of the hearing, the Board and/or the Special Magistrate shall issue findings of fact, based upon evidence of record and conclusions of law, and shall issue a written order affording the proper relief consistent with the powers granted herein. The findings shall be by a motion approved by the Special Magistrate and/or a majority of those members present and voting, except that at least four (4) members of the Board must vote in order for the action to be official. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under conditions specified in section 7-8, the cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the Public Records of Broward County and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the Public Records pursuant to this subsection and the order is complied with by the date specified in the order, the Board and/or the Special Magistrate shall issue an order acknowledging compliance that shall be recorded in the Public Records. A hearing is not required to issue such an order acknowledging compliance.

(Ord. No. 95-12-1, § 2, 12-13-95)

• **Sec. 7-7. - Powers of board.**

The Board and/or the Special Magistrate shall have the power to:

- (a) Adopt rules for the conduct of its hearings;
- (b) Subpoena alleged violators and witnesses to its hearings (subpoenas may be served by the Sheriff of Broward County);
- (c) Subpoena evidence to its hearings;
- (d) Take testimony under oath;

(e) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

(Ord. No. 81-1-1, § 15, 1-15-81; Ord. No. 82-8-1, § 3, 8-11-82; Ord. No. 90-8-1, § 4, 8-8-90; Ord. No. 95-12-1, § 3, 12-13-95)

- **Sec. 7-8. - Administrative fines; costs of repair; liens.**

(a) The Board and/or the Special Magistrate, upon notification by the Code Inspector that an order of the Board and/or the Special Magistrate has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the Board and/or the Special Magistrate for compliance or, in case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation was found to have occurred by the Code Inspector. In addition, if the violation is a violation described in [Section 7-5\(d\)](#), the Board and/or the Special Magistrate shall notify the Town Commission, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable costs of the repair, along with the fine imposed pursuant to this section. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for the issuance of the order imposing the fine.

(b)(1) The fine imposed pursuant to this section shall not exceed two hundred fifty dollars (\$250.00) per day for a first violation and shall not exceed five hundred dollars (\$500.00) per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (a).

(2) In determining the amount of the fine, if any, the Board and/or the Special Magistrate shall consider the following factors:

- a. The gravity of the violation;
- b. Any actions taken by the violator to correct the action; and
- c. Any previous violations committed by the violator.

(3) The Board and/or the Special Magistrate may reduce a fine imposed pursuant to this section.

(c) A certified copy of an order imposing a fine may be recorded in the Public Records of Broward County, Florida, and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as court judgement by the sheriffs of this State, including levy against the personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the Town Commission, and the Town Commission may execute a satisfaction or release of lien entered pursuant to this section. After three (3) months from the filing of any such lien which remains unpaid, the Board and/or the Special Magistrate may authorize the Town Attorney to foreclose on the lien. No lien created pursuant to the provisions of this part may be foreclosed on real property which is homestead under Section 4, Article X of the State Constitution.

(Ord. No. 81-1-1, § 17, 1-15-81; Ord. No. 82-8-1, § 4, 8-11-82; Ord. No. 95-12-1, §4, 12-13-95)

- **Sec. 7-9. - Duration of lien.**

No lien provided under the Local Government Code Enforcement Boards Act or this chapter shall continue for a period longer than twenty (20) years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the foreclosure. The Town Commission shall be entitled to collect all costs incurred recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

(Ord. No. 81-1-1, § 17, 1-15-81; Ord. No. 90-8-1, § 5, 8-8-90; Ord. No. 95-12-1, § 5, 12-13-95)

- **Sec. 7-10. - Findings of Board; enforcement order; appeals.**

(a) Every enforcement order of the Board and/or the Special Magistrate shall be signed by the Chairman and/or the Special Magistrate and shall be filed in the Office of the Clerk-Commissioner of the Town. A copy of the signed order shall be sent by certified mail, return receipt requested, to the violator and property owner.

(b) All Town employees shall take action as necessary in accordance with the decisions of the Board.

(c) An aggrieved party, including the Town Commission, may appeal a final order of the Board and/or the Special Magistrate to the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida. Such an appeal shall not be a hearing de novo but shall be limited to an appellate review of the record created before the Board. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

(Ord. No. 81-1-1, § 18, 1-15-81; Ord. No. 82-8-1, § 5, 8-11-82; Ord. No. 95-12-1, § 6, 12-13-95)

- **Sec. 7-11. - Notices.**

All notices required by this chapter shall be provided to the alleged violator by certified mail, return receipt requested; by hand delivery by the Sheriff or other law enforcement officer, Code Inspector or other persons designated by the Town Commission; or by leaving the notice at the violator's usual place of residence with any person residing therein who is above fifteen (15) years of age and informing such person of the contents of the notice.

(Ord. No. 81-1-1, § 19, 1-15-81; Ord. No. 90-8-1, § 6, 8-8-90; Ord. No. 95-12-1, § 7, 12-13-95)

- **Sec. 7-12. - Additional remedies.**

The provisions and procedures contained in this chapter shall be in addition and supplemental to any other remedies now existing or subsequently provided for by law, regarding violations of municipal ordinances.

(Ord. No. 81-1-1, § 20, 1-15-81)

- **Secs. 7-13—7-25. - Reserved.**

- **ARTICLE II. - CODE ENFORCEMENT BOARD AND/OR THE SPECIAL MAGISTRATE**

- **Sec. 7-26. - Created.**

There is hereby created a Special Magistrate to be known as the Pembroke Park Code Enforcement Special Magistrate.

(a) The qualifications and appointment of the Special Magistrate shall be as follows:

- 1) The Special Magistrate shall be appointed by the Town Commission and shall serve with compensation as established by the Town Commission upon appointment.
- 2) The Special Magistrate must be both an attorney and a member of the Florida Bar for a minimum of five years.
- 3) The Special Magistrate will be bound by the Code of Judicial Conduct as currently proscribed or as amended from time to time.

(b) The rules and regulations as found in F.S. Ch.162 as currently enacted or as may be amended from time to time, shall be adopted by the Special Magistrate, the Special Magistrate may adopt additional rules and regulations as are consistent with the provisions of F.S. Ch.162, which the Special Magistrate finds necessary to carry out the provisions of this chapter, subject to the approval of the Town Commission.

There is hereby created a board to be known as the Pembroke Park Code Enforcement Board.

(Ord. No. 81-1-1, § 1, 1-15-81)

- **Sec. 7-27. - Membership.**

(a) Appointment. The Code Enforcement Board shall be composed of seven (7) members and/or the Special Magistrate shall be appointed by the Town Commission.

(b)Qualifications. Appointments shall be made on the basis of experience or interest in the field of zoning and building control. The membership of the Board shall whenever possible include an architect, a businessman, an engineer, a general contractor, a subcontractor and a realtor.

(c)Residency. Each member of the Board shall be a resident of the Town.

(d)Initial terms. In order that the terms of office of all members of the Board will not expire at the same time, the initial appointments to the Board shall be as follows:

- (1) Two (2) members shall be appointed for a term of three (3) years.

(2) Thereafter, all appointments shall be made by the Town Commission for a term of three (3) years.

(e) *Reappointment; vacancies.* A member may be reappointed for successive terms without limitation by the Town Commission. Appointments to fill any vacancy to the Board shall be for the remainder of the unexpired term of office.

(f) *Removal.* If any Board member fails to attend two (2) of three (3) successive meetings without cause and without prior approval of the Chairman, the Board shall declare member's office vacant and the Town Commission shall promptly fill such vacancy. The members shall serve at the pleasure of the Town Commission and may be removed at any time by majority vote of the Town Commission.

(Ord. No. 81-1-1, § 5, 1-15-81; Ord. No. 81-5-1, § 1, 5-13-81; Ord. No. 82-8-1, § 1, 8-11-82; Ord. No. 90-9-1, § 1, 9-12-90)

- **Sec. 7-28. - Officers.**

(a) The Code Enforcement officers shall consist of a Chairman, a Vice-Chairman and other such officers as the Board shall deem necessary.

(b) Officers of the Board shall be elected by a majority vote of the membership at the Board's first meeting after their initial appointment, and annually thereafter.

(c) A member of the Board may be elected to serve as an officer without restriction as to the number of terms served.

(Ord. No. 81-1-1, § 6, 1-15-81)

- **Sec. 7-29. - Quorum.**

Four (4) or more members of the Code Enforcement Board shall constitute a quorum.

(Ord. No. 81-1-1, § 7, 1-15-81)

- **Sec. 7-30. - Compensation.**

Members of the Code Enforcement Board shall serve without compensation, but may be reimbursed for such travel, mileage and other per diem expenses as may be authorized by the Town Commission.

(Ord. No. 81-1-1, § 8, 1-15-81)

- **Sec. 7-31. - Rules and regulations.**

The Code Enforcement Board and/or the Special Magistrate may adopt such rules and regulations as are not inconsistent with the provisions of this chapter or the "Local Government Code Enforcement Boards Act," which the Board and/or the Special Magistrate finds necessary to carry out the provisions of this chapter, subject to approval of the Town Commission.

(Ord. No. 81-1-1, § 9, 1-15-81; Ord. No. 82-8-1, § 2, 8-11-82)

- **Sec. 7-32. - Clerk.**

The Town Commission shall appoint a Town employee to be the Board and/or the Special Magistrate Clerk, who shall perform the functions assigned to the clerk as set forth in this chapter. For the purpose of administering this chapter, the Board and/or the Special Magistrate may call upon the Town Commission to furnish such other Town employees as may be necessary to carry on or assist the Board and/or the Special Magistrate in performing its functions and duties under this chapter.

(Ord. No. 81-1-1, § 10, 1-15-81)

- **Sec. 7-33. - Legal counsel.**

The Town Commission shall appoint a member of The Florida Bar to represent and be counsel to the Code Enforcement Board and/or the Special Magistrate and attend specified meetings of the Board. The legal counsel to the Board and/or the Special Magistrate shall be compensated as provided for by the Town Commission.

(Ord. No. 81-1-1, § 11, 1-15-81)

- **Secs. 7-34—7-49. - Reserved.**

- **ARTICLE III. - CODE ENFORCEMENT CITATIONS**

- **Sec. 7-50. - Authority and purpose.**

(a) This article is adopted pursuant to Chapter 162, Part II, Florida Statutes, as a supplemental method of enforcing certain ordinances of the Town of Pembroke Park, and is enacted to protect the public health, welfare and safety of the citizens of the Town.

(b) Nothing in this article shall be construed to prohibit the Town from enforcing its codes and ordinances by any other means including, but not limited to, a summons, a notice to appear in the County Court, an arrest, an action before the Code Enforcement Board and/or the Special Magistrate, a civil action for injunctive relief, a stop work order, or demolition.

(Ord. No. 99-9-5, § 1, 9-8-99)

- **Sec. 7-51. - Designation of code enforcement officers.**

(a) For the purpose of this article, the Town Commission hereby designates all code enforcement officers, building inspectors, sworn law enforcement officers and fire inspectors as "code

enforcement officers" who shall have the powers and authority to enforce the ordinances of the Town as set forth in this article.

(b) The training and qualifications of the code enforcement officers shall be established by Town Commission.

(c) Except as to sworn law enforcement officers, designation as a code enforcement officer does not confer the power of arrest or other law enforcement powers nor subject the code enforcement officer to the provisions of Chapter 943, Florida Statutes.

(d) Nothing in this article shall be construed to amend, alter, or contravene the provision of any retirement or pension plan or system administered by the Town.

(Ord. No. 99-9-5, § 1, 9-8-99)

- **Sec. 7-52. - Citation authorization; violation as civil infraction; maximum civil penalty.**

(a) Any code enforcement officer, designated pursuant to [section 7-51](#), is hereby authorized to issue a citation to a person when, based upon personal investigation, the code enforcement officer has reasonable cause to believe that the person has committed a violation of any ordinance.

(b) An ordinance violation, for which a citation may be issued pursuant to this article, shall be deemed to be a civil infraction.

(c) The maximum civil penalty for such a civil infraction shall not exceed two hundred fifty dollars (\$250.00) for the first violation of an ordinance provision and shall not exceed five hundred dollars (\$500.00) for the second and all subsequent violations of the same ordinance provision, plus all applicable costs of prosecution and court costs as determined by resolution of the Town Commission.

(d) Each violation of a code or ordinance shall be a separate civil infraction. Each day such violation shall continue shall be deemed to constitute a separate civil infraction.

(Ord. No. 99-9-5, § 1, 9-8-99)

- **Sec. 7-53. - Notice prior to citation issuance; exception.**

(a) Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of an ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than thirty (30) days. If upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, the code enforcement officer may issue a citation to the person who has committed the violation.

(b) A code enforcement officer shall not be required to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

(Ord. No. 99-9-5, § 1, 9-8-99)

- **Sec. 7-54. - Service of warning notice or citation.**

(a) Written warning notices, if applicable, and citations shall be provided to the alleged violator by hand delivery by the code enforcement officer. In the absence of the alleged violator from the property where the violation exists, issuance of a written warning notice or citation may be accomplished by leaving a copy at the alleged violator's residence for residential property violations with any person residing therein who is fifteen (15) years of age or older and informing the person of the contents or by registered or certified mail, return receipt requested.

(b) Issuance of a written warning notice or citation to a business may be accomplished by leaving a copy at the business during regular business hours with any employee and informing the employee of the contents or by registered or certified mail, return receipt requested. Each employee of the business shall be deemed to be an agent of the business for service of warning notices and citations.

(Ord. No. 99-9-5, § 1, 9-8-99)

- **Sec. 7-55. - Form of contents of citation; filing with clerk.**

A citation issued by a code enforcement officer shall be in a form prescribed by the Town Commission, or promulgated by administrative order issued by the Chief Judge of the Seventeenth Judicial Circuit in the case of a uniform code citation, and shall contain at a minimum:

- (a) The date and time of issuance;
- (b) The name and address of the alleged violator to whom the citation is issued;
- (c) The date and time the civil infraction was committed;
- (d) The facts constituting reasonable cause;
- (e) The number of the section of the code or ordinance violated;
- (f) The name and authority of the code enforcement officer;
- (g) The procedure to follow in order to pay the civil penalty or to contest the citation;
- (h) The applicable civil penalty if the alleged violator elects to contest the citation;
- (i) The applicable civil penalty if the alleged violator elects not to contest the citation;
- (j) The date of the court hearing if the alleged violator elects to contest the violation; and
- (k) A conspicuous statement that if the alleged violator fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the alleged violator shall be deemed to have waived the right to contest the citation and that, in such case, judgment may be entered against the alleged violator for an amount up to the maximum civil penalty.

After issuing a citation to an alleged violator, a code enforcement officer shall deposit the original and one copy of the citation with the Clerk of the Code Enforcement Board and/or the Special Magistrate for processing.

(Ord. No. 99-9-5, § 1, 9-8-99)

- **Sec. 7-56. - Refusal to sign citation.**

(a) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree pursuant to Section 162.21(6), Florida Statutes.

(b) If the person cited so refuses to sign the citation, the code enforcement officer shall write the words "Refused" or "Refused to Sign" in the space provided for the person's signature and shall then leave a copy of the citation with the person cited, if possible.

(c) Following such refusal to sign, the code enforcement officer shall contact the Broward County Sheriff's Office to report such refusal as a violation of Section 162.21(6), Florida Statutes.

(Ord. No. 99-9-5, § 1, 9-8-99)

- **Sec. 7-57. - Payment of reduced civil penalty; court hearings.**

(a) If the person elects not to contest the citation, the person shall pay in full the applicable reduced civil penalty to the Clerk of the Code Enforcement Board and/or the Special Magistrate and correct the violation within fourteen (14) calendar days after issuance of the citation.

(b) If the person cited elects to pay the applicable reduced civil penalty set forth herein, the person shall be deemed to have admitted the infraction and waived the right to a hearing. If the person cited fails to pay the civil penalty by the fourteenth (14th) calendar day after issuance of the citation or fails to request a court hearing within the time prescribed, the person shall have waived any right to contest the citation and a judgment may be entered against the person cited in an amount up to the maximum civil penalty plus court costs. In addition, a Rule to Show Cause may be issued by the County Judge requiring the person cited to appear in County Court to explain the person's failure to pay or request a court hearing. Failure to respond to the Rule to Show Cause may result in issuance of an arrest warrant.

(c) If the person elects to contest the citation, the person shall appear in court before a County Judge on the date stated on the Notice of Violation.

(d) If the person cited has been previously cited for the same violation at least two (2) times within a twelve (12) month period, upon the issuance of a third or subsequent citation, the person shall not have the option of paying a reduced civil penalty but instead shall appear before a County Court Judge on the date stated on the Notice of Violation to answer the charge.

(e) A County Judge, after a hearing on the citation, shall make a determination whether or not a violation of the code or ordinance cited has been committed. If a violation is found to have occurred, the County Judge may order the violator to correct the violation and may impose a civil penalty up to the maximum civil penalty plus all applicable costs of prosecution and court costs; in no event, however, shall such civil penalty imposed by the County Judge be less than the reduced civil penalty provided for herein.

(f) The County Judge may provide for the civil penalty to be paid, and the violation to be corrected, within such time as the County Judge determines to be appropriate. If the person found to be in violation fails to pay the civil penalty or correct the violation within the time provided, a civil judgment shall be entered against that person in an amount up to the maximum civil penalty.

(g) Should the person cited schedule a hearing as provided for herein and thereafter fail to appear at such hearing, the person shall be deemed to have waived the right to contest the citation, and a civil judgment may be entered against the person in an amount up to the maximum civil penalty; provided, however, that the Court shall have the discretion to continue or reschedule any hearing when it determines that doing so will further the interest of justice. In such an event, the Clerk of the Court shall notify the code enforcement officer and the person cited of the date and time of the hearing. In addition, a Rule to Show Cause may be issued by the County Judge requiring the person cited to appear in County Court to explain the person's failure to appear at the hearing. Failure to respond to the Rule to Show Cause may result in issuance of an arrest warrant.

(h) Should the person cited willfully fail to comply with a Court Order to abate or correct the violation, the Court, after due notice and hearing on the matter, may hold the violator in civil contempt and may enter an Order to that effect.

(i) In the event that a civil judgment is entered against the person cited as provided herein, the Town may record a certified copy of said judgment in the Official Records of Broward County and the same shall thereafter constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.

(j) In the event that an Order is entered finding that a violation of the ordinance cited has been committed, the Town may record a certified copy of said Order in the Public Records of Broward County and the same shall thereafter constitute notice to and be binding upon the violator and any subsequent purchasers, successors in interest or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and any subsequent purchasers, successors in interest or assigns if the violation concerns real property.

(k) At any hearing pursuant to this ordinance, the commission of a violation of an ordinance must be proved by a preponderance of the evidence. The Florida Rules of Civil Procedure and the Florida Evidence Code shall be applicable to any such hearing.

(Ord. No. 99-9-5, § 1, 9-8-99)

- **Sec. 7-58. - Procedure for payment of civil penalty; classes of violations and reduced civil penalties.**

The procedure for payment of civil penalties, the classes of violation and the schedule of civil penalties shall be established by resolution of the Town Commission.

(Ord. No. 99-9-5, § 1, 9-8-99)

ORDINANCE NO. 2020-005

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ZONING; AMENDING THE ZONING CLASSIFICATION FOR LOT 20E, HOLLYWOOD RIDGE FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN MISCELLANEOUS PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, FROM THE PRESENT ZONING CLASSIFICATION OF S-1 CIVIC AND RECREATIONAL DISTRICT TO RM-16A MEDIUM DENSITY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, County Line Residences, LLC, a Florida limited liability company, filed a Petition for Rezoning on March 6, 2020 pursuant to Section 28-37, Pembroke Park Code of Ordinances, to amend the zoning classification from S-1 Civic and Recreational District to RM-16A Medium Density Residential District for the following described real property ("Subject Property") located within the Town of Pembroke Park, to wit:

THE EAST ONE-HALF (E1/2) OF THE WEST 284 FEET (W284') OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LESS THE SOUTH 15 FEET (S15') THEREOF, FOR ROAD RIGHT OF WAY; ALSO KOWN AS:

LOT 20-E, OF HOLLYWOOD RIDGE FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN MISCELLANEOUS PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.; and

WHEREAS, the Town scheduled a public hearing before the Hearing Examiner on May 14, 2020, and provided notice of the public hearing by advertisement in the South Florida Sun Sentinel on April 29, 2020 and May 6, 2020, mailed a Notice of Virtual Public Hearing to all of the owners of real property located within 300 feet of the Subject Property on April 27, 2020,

and posted the Notice of Virtual Public Hearing on the Town's website and two bulletin boards locations at Town Hall; and

WHEREAS, the Hearing Examiner conducted the public hearing on May 14, 2020, and heard testimony from the Town staff, the Consultant Town Planner, and the applicant, and accepted written evidence relating to the Petition for Rezoning; and

WHEREAS, the Hearing Examiner reviewed the oral testimony, the written evidence, and the Broward County and Pembroke Park land use regulations, and issued a recommendation that the Town Commission approve the Petition for Rezoning; and

WHEREAS, the Town Commission reviewed the Petition for Rezoning, the report of the Hearing Examiner and conducted an advertised public hearing on June 10, 2020 where all interested parties were permitted to comment on the Petition for Rezoning; and

WHEREAS, the Town Commission concurs with the recommendation of the Hearing Examiner and deems it in the best interest of the Town of Pembroke Park that the Petition for Rezoning be approved.

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

Section 1: That the zoning classification of the following described property, to wit:

THE EAST ONE-HALF (E1/2) OF THE WEST 284 FEET (W284') OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LESS THE SOUTH 15 FEET (S15') THEREOF, FOR ROAD RIGHT OF WAY; ALSO KOWN AS:

LOT 20-E, OF HOLLYWOOD RIDGE FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN MISCELLANEOUS PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA,

be and the same is hereby amended from the present zoning classification of S-1 Civic

and Recreational District to RM-16A Medium Density Residential District.

Section 2: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3: That all Ordinances, or parts of Ordinances, 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 Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading this 27th day of May, 2020.

PASSED AND ADOPTED on Second Reading this ____ day of June, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

VOTE

ASHIRA MOHAMMED	_____
HOWARD P. CLARK, JR.	_____
GEORGINA COHEN	_____
GEOFFREY JACOBS	_____
REYNOLD DIEUVEILLE	_____

L:\Lissette\Chris\Town of Pembroke Park\Ordinances\2020\Ordinance No. 2020- FN24710E.docx

TOWN OF PEMBROKE PARK

IN RE: ZONING PETITION

CASE NO. 20-433

COUNTY LINE RESIDENCES LLC
whose address is 4901 SW 41st Street
Pembroke Park, FL 33023

COUNTY LINE RESIDENCES LLC
2980 Point East Drive, Apt. D101
Aventura, FL 33160

Aizenstat, Nicolas Alejandro
As Registered Agent of
COUNTY LINE RESIDENCES LLC
2980 Point East Drive; Apt. D101
Aventura, FL 33160

**NOTICE OF FILING SUPPLEMENTAL EXHIBITS FOR ATTACHMENT TO
HEARING EXAMINER'S REPORT AND RECOMMENDATION**

HARRY HIPLER, as Hearing Examiner, files this as Supplemental Exhibits for attachment to the Hearing Examiner's Report and Recommendation, which include the following:

1. South Florida Sun-Sentinel affidavit of advertisement.
2. Affidavit of Mailing by Christopher Ryan including attached Exhibits thereto.

Harry Hipler /s/ 

HARRY HIPLER
Town of Pembroke Park
Hearing Examiner
hhip@aol.com
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
954-966-4600

SUN-SENTINEL

SUN-SENTINEL
Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Illinois
County Of Cook

Before the undersigned authority personally appeared
Charlie Welenc, who on oath says that he or she is a duly authorized
representative of the SUN- SENTINEL, a DAILY newspaper published in
BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

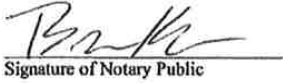
The matter of 11745-Other Legal Notices ,
Town Of Pembroke Park
Notice of Virtual Public Hearing
Was published in said newspaper in the issues of; Apr 29, 2020; May 06,
2020

Affiant further says that the said SUN-SENTINEL is a newspaper published
in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and
that the said newspaper has heretofore been continuously published in said
BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and
has been entered as second class matter at the post office in BROWARD
County, Florida, for a period of one year next preceding the first
publication of the attached copy of advertisement; and affiant further says
that he or she has neither paid nor promised, any person, firm or corporation,
any discount, rebate, commission or refund, for the purpose of securing this
advertisement for publication in the said newspaper.



Signature of Affiant

Sworn to and subscribed before me this: May 06, 2020.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Sold To:
Town Of Pembroke Park - CU00117991
3150 SW 52nd Ave
Pembroke Park, FL 33023

Bill To:
Town Of Pembroke Park - CU00117991
3150 SW 52nd Ave
Pembroke Park, FL 33023

Affidavit Delivery Method: U.S. Mail
Affidavit Email Address:
6664043

**TOWN OF PEMBROKE PARK, FLORIDA
NOTICE OF VIRTUAL PUBLIC HEARING**
NOTICE IS HEREBY GIVEN to all parties that the Hearing Examiner of the Town of Pembroke Park, Florida, will conduct a Virtual Public Hearing on Thursday, May 14, 2020, at 5:30 p.m. or as soon thereafter as may be heard on the Petition for Rezoning of Real Property filed by County Line Residences, LLC to amend the zoning classification from S-1 Civic and Recreational District to RM-16A Medium Density Multi-Family Residential District for the following described real property located in Pembroke Park, Florida:
THE EAST ONE-HALF (E1/2) OF THE WEST 284 FEET (W284') OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LESS THE SOUTH 15 FEET (S15') THEREOF, FOR ROAD RIGHT OF WAY; ALSO KNOWN AS:

LOT 20-E, OF HOLLYWOOD RIDGE FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN MISCELLANEOUS PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Copies of the Petition for Rezoning of Real Property and other applicable information are available on line. Town Hall is closed due to the Corona Virus. For more information please call the Interim Deputy Town Clerk at (954) 966-4600 Ext. 235 and staff will direct you to the on line project information.

Interested parties may obtain the information to view the Virtual Public Hearing by contacting the Interim Deputy Clerk or on the Town website at www.townof-pembrokepark.com. Written comments may be submitted to the Town Clerk by mail at 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023 or by electronic mail to townclerk@townofpembrokepark.com prior to the hearing for consideration by the Hearing Examiner in making a decision on this Petition. All comments will be read aloud at the Virtual Public Hearing and will be included in the record of the proceeding. All interested parties please take due notice of the time and date of this hearing and govern yourself accordingly. The Virtual Public Hearing may be continued to a time and date certain by announcement at this scheduled Virtual Public Hearing.

Any person who decides to appeal any decision of the Hearing Examiner with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, 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.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES TO ACCESS THIS MEETING MAY CALL THE TOWN CLERK'S OFFICE AT (954) 966-4600 AT LEAST TWO (2) CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED, PLEASE CONTACT THE FLORIDA RELAY SERVICE BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD).

TOWN OF PEMBROKE PARK

By: /s/ Marlen D. Martel
MARLEN D. MARTEL, MPA, CFA
Interim Deputy Clerk
4/29, 5/6/2020 6664043

AFFIDAVIT OF MAILING

STATE OF FLORIDA)
 SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, duly authorized to take oaths and acknowledgments, personally appeared CHRISTOPHER J. RYAN, who, after first being duly sworn, deposes and says as follows:

1. Your affiant is the attorney for the Town of Pembroke Park, Florida and has prepared this affidavit regarding the Application for Rezoning filed by COUNTY LINE RESIDENCES, LLC., a Florida limited liability company, in Case Number 20-433 to amend the zoning classification for the following described real property located in Pembroke Park, Florida ("Subject Property");

THE EAST ONE-HALF (E1/2) OF THE WEST 284 FEET (W284') OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LESS THE SOUTH 15 FEET (S15') THEREOF, FOR ROAD RIGHT OF WAY; ALSO KNOWN AS:

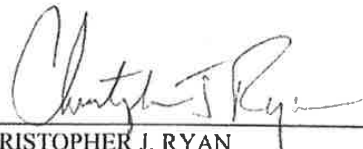
LOT 20-E, OF HOLLYWOOD RIDGE FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN MISCELLANEOUS PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

2. Your affiant prepared the Notice of Virtual Public Hearing for the Hearing Examiner Virtual Pubic Hearing for the aforesaid Application for Rezoning scheduled for May 14, 2020 at 5:30 PM, said Notice of Virtual Public Hearing being attached hereto as Exhibit A, and by reference made a part hereof.

3. Your affiant certifies that attached Notice of Virtual Public Hearing was sent by U.S. mail on April 27, 2020 to all the owners of real property located within 300 feet of the Subject Property in compliance with the requirements of Section 28-37, Pembroke Park Code of Ordinances. The mailing list of the real property owners within 300 feet of the Subject Property is attached hereto as Exhibit B, and by reference made a part hereof.

4. Your affiant further states that he is familiar with the nature of an oath, and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts of this affidavit, understands its contents, and the contents thereof are true.

FURTHER, AFFIANT SAYETH NAUGHT.



CHRISTOPHER J. RYAN
RYAN AND RYAN, LLC
700 E. Dania Beach Boulevard, Third Floor
Dania Beach, FL 33004

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of May, 2020 by CHRISTOPHER J. RYAN, who is personally known to me or who has produced _____ as identification.

[Notary Seal]



Lissette Figueroa
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG276908
Expires 11/14/2022



Notary Public, State of Florida
Printed Name: _____
My Commission Expires: _____

SITE ADDRESS	PROPERTY OWNER	MAILING ADDRESS
4803 SW 41 STREET, PEMBROKE PARK FL 33009	PEMBROKE VILLAS APARTMENTS LTD	7735 NW 146 ST #306 MIAMI LAKES FL 33016
4945 SW 41 STREET, PEMBROKE PARK FL 33023	BALLEE, MOHAMAD	1241 SW 97 AVE PEMBROKE PINES FL 33025
5100 SW 41 STREET #101, PEMBROKE PARK FL 33023	BOYCE, MARGARETTA PATRICIA	5100 SW 41 ST #101 PEMBROKE PARK FL 33023
5100 SW 41 STREET #102, PEMBROKE PARK FL 33023	RODRIGUEZ, JHIMY	6B ASCH LOOP BRONX NY 10475
5100 SW 41 STREET #103, PEMBROKE PARK FL 33023	NATIONDOM INC	9559 COLLINS AVE #703 SURFSIDE FL 33154
5100 SW 41 STREET #104, PEMBROKE PARK FL 33023	H REAL STATE SERVICE LLC	1200 W 78 TER HIALEAH FL 33014
5100 SW 41 STREET #105, PEMBROKE PARK FL 33023	CHEN, HENDRICK	5100 SW 41 ST #105 PEMBROKE PARK FL 33023
5100 SW 41 STREET #106, PEMBROKE PARK FL 33023	LEWIS, SHAWNTRELL M &	2504 EGRET LOOP KISSIMMEE FL 34743-6146
5100 SW 41 STREET #106, PEMBROKE PARK FL 33023	LEWIS, JOYCE S	2504 EGRET LOOP KISSIMMEE FL 34743-6146
5100 SW 41 STREET #107, PEMBROKE PARK FL 33023	LOPERENA, CHRISTIAN LE	11840 NW 23 ST PEMBROKE PINES FL 33026
5100 SW 41 STREET #107, PEMBROKE PARK FL 33023	LOPERENA, CRYSTAL V & VEGA, ANA L	11840 NW 23 ST PEMBROKE PINES FL 33026
5100 SW 41 STREET #108, PEMBROKE PARK FL 33023	MS INVEST US LLC	7515 WESTOVER *MONTREAL QC CA H4W 3K7
5100 SW 41 STREET #109, PEMBROKE PARK FL 33023	ALMISO USA LLC	8855 COLLINS AVE #3G SURFSIDE FL 33154
5100 SW 41 STREET #110, PEMBROKE PARK FL 33023	SOLSONA, MONICA	3503 NW 64 COCONUT CREEK FL 33073
5100 SW 41 STREET #111, PEMBROKE PARK FL 33023	PROPERTIES JJC LLC	2020 NE 163 ST STE 300 S NORTH MIAMI BEACH FL 33162
5100 SW 41 STREET #112, PEMBROKE PARK FL 33023	NENE HOLDINGS LLC	1830 RADIUS DR #314 HOLL YWOOD FL 33020
5100 SW 41 STREET #114, PEMBROKE PARK FL 33023	SOUTH WIND LAND TR	11205 NE 8 AVE BISCAYNE PARK FL 33161
5100 SW 41 STREET #114, PEMBROKE PARK FL 33023	700 SERVICES LLC TRSTEE	11205 NE 8 AVE BISCAYNE PARK FL 33161
5100 SW 41 STREET #115, PEMBROKE PARK FL 33023	ATLAS INVESTMENTS IN THE SUN LLC	2102 SHINNECOCK HILL S WAY CORAL SPRINGS FL 33071
5100 SW 41 STREET #116, PEMBROKE PARK FL 33023	ATLANTIC MANAGEMENT GROUP LLC	15476 NW 77 CT #292 MIAMI LAKES FL 33016
5100 SW 41 STREET #117, PEMBROKE PARK FL 33023	NATIONDOM INC	9559 COLLINS AVE # 703 SURFSIDE FL 33154
5100 SW 41 STREET #201, PEMBROKE PARK FL 33023	INVESTMENT LAWYERS LLC	8004 NW 154 ST #438 HIALEAH FL 33016
5100 SW 41 STREET #202, PEMBROKE PARK FL 33023	NATIONDOM INC	9559 COLLINS AVE STE 703 SURFSIDE FL 33154
5100 SW 41 STREET #203, PEMBROKE PARK FL 33023	TAYLOR, ARTHUR CHARLES	5100 SW 41 ST #203 PEMBROKE PARK FL 33023
5100 SW 41 STREET #204, PEMBROKE PARK FL 33023	NATIONDOM INC	5100 SW 41 ST #204 PEMBROKE PARK FL 33023
5100 SW 41 STREET #205, PEMBROKE PARK FL 33023	NATIONDOM INC	5100 SW 41 ST #204 PEMBROKE PARK FL 33023
5100 SW 41 STREET #206, PEMBROKE PARK FL 33023	MILLS, GANEISHA	830 NW 197 TER MIAMI FL 33169
5100 SW 41 STREET #207, PEMBROKE PARK FL 33023	SANABRIA, YSABEL	7400 MIAMI VIEW DR MIAMI FL 33414

EXHIBIT B

SITE ADDRESS	PROPERTY OWNER	MAILING ADDRESS
5100 SW 41 STREET #208, PEMBROKE PARK FL 33023	RAMSEY, JULIA M	5100 SW 41 ST UNIT 208 PEMBROKE PARK FL 33023
5100 SW 41 STREET #209, PEMBROKE PARK FL 33023	ZOLOU ABOUO, LEONCE TIA	5100 SW 41 ST #209 PEMBROKE PARK FL 33023
5100 SW 41 STREET #210, PEMBROKE PARK FL 33023	UV CITE II LLC	1125 NE 125 ST STE 101 NORTH MIAMI FL 33161
5100 SW 41 STREET #211, PEMBROKE PARK FL 33023	SFR 2012-I FLORIDA LLC	1775 HANCOCK ST #200 SAN DIEGO CA 92110
5100 SW 41 STREET #212, PEMBROKE PARK FL 33023	VILME, ECLERCIA	1631 CYPRESS POINT DRIVE CORAL SPRINGS FL 33071
5100 SW 41 STREET #214, PEMBROKE PARK FL 33023	ADIAZSAR COMPANY LLC	5100 SW 41 ST #214 PEMBROKE PINES FL 33023
5100 SW 41 STREET #215, PEMBROKE PARK FL 33023	HENUT LLC	17071 W DIXIE HWY #120 NORTH MIAMI BEACH FL 33160
5100 SW 41 STREET #216, PEMBROKE PARK FL 33023	RAPHAEL, FRANCOIS & MARIE L	5100 SW 41 ST #216 PEMBROKE PARK FL 33023-6955
5100 SW 41 STREET #217, PEMBROKE PARK FL 33023	MELTIN INVESTMENT TR	20612 NW 10 AVE MIAMI GARDENS FL 33169
5100 SW 41 STREET #217, PEMBROKE PARK FL 33023	BERNADIN, FRANK TRSTEE	20612 NW 10 AVE MIAMI GARDENS FL 33169
5100 SW 41 STREET #218, PEMBROKE PARK FL 33023	TRES MOSQUETEROS LLC	2020 NE 163 ST #300S MIAMI FL 33162
5100 SW 41 STREET #219, PEMBROKE PARK FL 33023	PARADIGMA CORP	2600 ISLAND BLVD #2002 AVENTURA FL 33160
5100 SW 41 STREET #220, PEMBROKE PARK FL 33023	ROCAMORA, ENRIQUE	1865 BRICKELL AVE #A1408 MIAMI FL 33129
5100 SW 41 STREET #221, PEMBROKE PARK FL 33023	PROPERTIES JC LLC	2020 NE 163 ST #300S MIAMI FL 33162
5100 SW 41 STREET #222, PEMBROKE PARK FL 33023	BRAMS, ANTON	BRUSSELSSESTEENWEG 57 3020 *HERENT BE
5100 SW 41 STREET #222, PEMBROKE PARK FL 33023	BRAMS, KIM	BRUSSELSSESTEENWEG 57 3020 *HERENT BE
5100 SW 41 STREET #223, PEMBROKE PARK FL 33023	ADIAZSAR COMPANY LLC	2591 NW 87 LN SUNRISE FL 33322
5100 SW 41 STREET #224, PEMBROKE PARK FL 33023	CARLONI HOGAR USA INC	2600 ISLAND BLVD #2002 AVENTURA FL 33160
5100 SW 41 STREET #225, PEMBROKE PARK FL 33023	GLOBAL APPROACH INC	9559 COLLINS AVE STE 703 SURFSIDE FL 33154
5100 SW 41 STREET #226, PEMBROKE PARK FL 33023	ODONTOFABI INC	2600 ISI.AND BLVD #2002 AVENTURA FL 33160
5100 SW 41 STREET #227, PEMBROKE PARK FL 33023	EMUNA 2013 LLC	13727 SW 152 ST STE 214 MIAMI FL 33177
5100 SW 41 STREET #228, PEMBROKE PARK FL 33023	ETIENNE, MAXE W	5331 SW 140 TER MIRAMAR FL 33027
5100 SW 41 STREET #228, PEMBROKE PARK FL 33023	PIERRE, URMENE	5331 SW 140 TER MIRAMAR FL 33027
5100 SW 41 STREET #229, PEMBROKE PARK FL 33023	NATIONDOM INC	9559 COLLINS AVE #703 SURFSIDE FL 33154
5100 SW 41 STREET #301, PEMBROKE PARK FL 33023	NATIONDOM INC	9559 COLLINS AVE STE 703 MIAMI BEACH FL 33154
5100 SW 41 STREET #302, PEMBROKE PARK FL 33023	CINTRON, BRENDA	1991 PARTREE CT WOODBRIDGE VA 22191-3411
5100 SW 41 STREET #303, PEMBROKE PARK FL 33023	JOHNSON, ASTIL FLOYD JR	5100 SW 41 ST #303 PEMBROKE PARK FL 33023
5100 SW 41 STREET #304, PEMBROKE PARK FL 33023	LEA ESTATES LLC	9559 COLLINS AVE APT 703 SURFSIDE FL 33154-2657

SITE ADDRESS	PROPERTY OWNER	MAILING ADDRESS
5100 SW 41 STREET #305, PEMBROKE PARK FL 33023	STRABLEDO INC	17501 BISCAVNE BLVD STE 400 AVENTURA FL 33160-4804
5100 SW 41 STREET #306, PEMBROKE PARK FL 33023	NATIONDOM INC	9559 COLLINS AVE #703 SURFSIDE FL 33154
5100 SW 41 STREET #307, PEMBROKE PARK FL 33023	NATIONDOM INC	9559 COLLINS AVE #703 SURFSIDE FL 33154
5100 SW 41 STREET #308, PEMBROKE PARK FL 33023	NATIONDOM INC	9559 COLLINS AVE #703 SURFSIDE FL 33154
5100 SW 41 STREET #309, PEMBROKE PARK FL 33023	967 SW 5 ST LLC	247 SW 8 ST 990 MIAMI FL 33130
5100 SW 41 STREET #310, PEMBROKE PARK FL 33023	CRUZ, ALEX	15952 SW 20TH ST MIRAMAR FL 33027-4207
5100 SW 41 STREET #311, PEMBROKE PARK FL 33023	DYKPARA RE LLC	15476 NW 77 CT #157 MIAMI FL 33016
5100 SW 41 STREET #312, PEMBROKE PARK FL 33023	PROMAY LLC	2020 NE 163 ST #300D MIAMI FL 33162
5100 SW 41 STREET #314, PEMBROKE PARK FL 33023	VELASQUEZ, JAIME & SANDRA	4990 SW 148 AVE SOUTHWEST RANCHES FL 33330-2417
5100 SW 41 STREET #315, PEMBROKE PARK FL 33023	NATIONDOM INC	9559 COLLINS AVE #703 SURFSIDE FL 33154
5100 SW 41 STREET #316, PEMBROKE PARK FL 33023	ALEC ROSS & ASSOCIATES PA	797 NE 206 ST MIAMI FL 33179
5100 SW 41 STREET #317, PEMBROKE PARK FL 33023	NATIONDOM INC	9559 COLLINS AVE #703 SURFSIDE FL 33154
5100 SW 41 STREET #318, PEMBROKE PARK FL 33023	VENTURE UNIT 120 INC	2000 ISLAND BLVD #704 AVENTURA FL 33160
5100 SW 41 STREET #319, PEMBROKE PARK FL 33023	NATIONDOM INC	9559 COLLINS AVE #703 SURFSIDE FL 33154
5100 SW 41 STREET #320, PEMBROKE PARK FL 33023	DUVIGNEAUD, RINA	15949 SW 103 LN KENDALL FL 33196
5100 SW 41 STREET #321, PEMBROKE PARK FL 33023	JAMES, ALDITH & OSBORNE	5100 SW 41 ST UNIT 321 PEMBROKE PARK FL 33023-6990
5100 SW 41 STREET #322, PEMBROKE PARK FL 33023	GGH 45 LLC	18305 BISCAVNE BLVD #400 AVENTURA FL 33160
5100 SW 41 STREET #323, PEMBROKE PARK FL 33023	NATIONDOM INC	9559 COLLINS AVE #703 SURFSIDE FL 33154
5100 SW 41 STREET #324, PEMBROKE PARK FL 33023	SIRJU, SHANE	8413 S MISSIONWOOD CIR MIRAMAR FL 33025
5100 SW 41 STREET #325, PEMBROKE PARK FL 33023	MELTIN INVESTMENTS TR	20612 NW 10 AVE MIAMI GARDENS FL 33169
5100 SW 41 STREET #325, PEMBROKE PARK FL 33023	BERNADIN, FRANK TRSTEE	20612 NW 10 AVE MIAMI GARDENS FL 33169
5100 SW 41 STREET #326, PEMBROKE PARK FL 33023	PORTO SEGURO LLC	18246 COLLINS AVE SUNNY ISLES BEACH FL 33160
5100 SW 41 STREET #327, PEMBROKE PARK FL 33023	GONZALEZ, ZULMA	5100 SW 41 ST #327 PEMBROKE PARK FL 33023-6953
5100 SW 41 STREET #328, PEMBROKE PARK FL 33023	JOHN 1010 CORP	2234 WASHINGTON ST HOLLYWOOD FL 33020
5100 SW 41 STREET #329, PEMBROKE PARK FL 33023	BENITEZ, LAURA	5100 SW 41 ST #329 PEMBROKE PARK FL 33023
5100 SW 41 STREET #PH1, PEMBROKE PARK FL 33023	LEA ESTATES LLC	9559 COLLINS AVE APT 703 SURFSIDE FL 33154-2657
5100 SW 41 STREET #PH12, PEMBROKE PARK FL 33023	SIETMA LLC	3601 NE 170 ST #309 NORTH MIAMI BEACH FL 33180
5100 SW 41 STREET #PH3, PEMBROKE PARK FL 33023	NATIONDOM INC	9559 COLLINS AVE #703 SURFSIDE FL 33154

SITE ADDRESS	PROPERTY OWNER	MAILING ADDRESS
5100 SW 41 STREET #PH4, PEMBROKE PARK FL 33023	LEA ESTATES LLC	9559 COLLINS AVE APT 703 SURFSIDE FL 33154-2657
5100 SW 41 STREET #PH5, PEMBROKE PARK FL 33023	GGH 53 LLC	18305 BISCAYNE BLVD #400 AVENTURA FL 33160
5100 SW 41 STREET #PH6, PEMBROKE PARK FL 33023	MUNSEY, KAREM RUIZ	6631 FREEDOM ST HOLLYWOOD FL 33023
5100 SW 41 STREET #PH6, PEMBROKE PARK FL 33023	ROMERO-RUIZ, VYLMIA G	6631 FREEDOM ST HOLLYWOOD FL 33023

TOWN OF PEMBROKE PARK

IN RE: ZONING PETITION CASE NO. 20-433

COUNTY LINE RESIDENCES LLC
whose address is 4901 SW 41st Street
Pembroke Park, FL 33023

COUNTY LINE RESIDENCES LLC
2980 Point East Drive, Apt. D101
Aventura, FL 33160

Aizenstat, Nicolas Alejandro
As Registered Agent of
COUNTY LINE RESIDENCES LLC
2980 Point East Drive; Apt. D101
Aventura, FL 33160

REPORT OF HEARING EXAMINER AND NOTICE OF FILING

THIS MATTER came on to be heard and considered
before the undersigned Hearing Examiner¹, HARRY HIPLER, of
the Town of Pembroke Park, Florida, on May 14, 2020

¹ Pembroke Park calls its hearing officer a Hearing Examiner according to Sections 28-36 to Sections 28-79, code of ordinances. These proceedings are quasi-judicial proceedings. This Report of the Hearing Examiner is a recommendation, subject to the Town Commission's ultimate decision to determine whether this petition should be granted. See Section 28-75, code of ordinances, which provides as follows: (b) "The Hearing Examiner shall serve in an advisory capacity to the Town Commission with respect to owner-initiated, site-specific rezoning and zoning variance requests, and in such capacity shall not make final determinations. (c) All decisions of the Hearing Examiner shall be in the form of a recommendation to the Town Commission. Only a party of record, or his or her representative, who has filed a request for appearance shall be afforded the right to address the Town Commission."

beginning at 5:30 p.m. at town hall of Pembroke Park, 3150 SW 52nd Avenue, Pembroke Park, Florida, pursuant to a Petition for Rezoning. The Hearing Examiner considered the statements of the Petitioner's representative(s); report and statements of Michael Miller, Town of Pembroke Park Consultant Town Planner; the documentary evidence and any reports presented, copies of which are either attached hereto or made reference to in this Report of Hearing Examiner that include the Petitioner's Petition for Rezoning and Pembroke Park Consultant Planner Planning Report and all attachments. This matter was duly noticed by Pembroke Park and advertised in the South Florida Sun-Sentinel by the town attorney. Adjacent property owners were given notice by the Town Attorney as required by law. The testimony and evidence was presented and considered at the hearing, including any public comments that were made. In accordance with Executive Order Number 20-69 (Emergency Management - COVID-19 - Local Government Public Meetings), this matter was heard via "Go to Meeting" where all testimony and evidence was presented, including any public comments.²

F I N D I N G S

² See State of Florida, Office of the Governor, Executive Order Number 20-69, which provides in Section 2: "Local government bodies may utilize communications media technology, such as telephone and video conferencing, as provided in section 120.54 (5)(b)2, Florida Statutes.

After considering the comments and evidence presented, the Hearing Examiner finds and reports the following to the town commission of Pembroke Park, Florida:

1. A Petition for Rezoning was filed in accordance with Pembroke Park Ordinance, Section 28-51, **et. seq.**, on or about March 6, 2020 that requested a zoning change of real property located on SW 41st Street between SW 48th Avenue and SW 52nd Avenue, Pembroke Park, Florida 33023, and which is legally described in the town's notice and Petitioner's Petition for Rezoning as follows: LOT 20-E OF HOLLYWOOD RIDGE FARMS according to the plat thereof as recorded in Plat Book 2 at page 16 of the public records of Broward County, Florida a/k/a HOLLYWOOD RIDGE FARMS 2-16 MISC LOT 20 E. Folio/ID # is 5142 30 13 0170.

2. The Petition for Rezoning requests rezoning of the subject real property from S-1 (Civic and Recreational District) to RM-16A (Medium Density Multi-Family Residential District) in order to change the subject property back to its original zoning designation so that the subject property can be used for construction of residential housing in a RM-16A zoning district by its future owner. A copy of a photograph showing the subject property requested to be rezoned is attached to the Michael Miller Report and Memorandum. Of interest is that the

subject property's adjacent properties are zoned RM-16A residential and that will be discussed later in this report as well.

3. At the present time, the subject property is owned by the above petitioner, COUNTY LINE RESIDENCES, LLC, that wishes to sell the subject property to a third party development group so that the new owner may construct residential housing in accordance with an RM-16A zoning district. Thus, this petition is subject to Petitioner successfully obtaining approval of the rezoning so that the new owner may construct residential housing.

4. The rezoning petition by County Line Residences, LLC, the current owner, has requested rezoning for this parcel of land estimated at 1.04 acres in size and that is located north of SW 41st Street, aka County Line Road, about midpoint between SW 48th Avenue and SW 52nd Avenue. As stated, the subject real property Petitioner requests rezoning is to change the property from S-1 (Civic and Recreational District) to RM-16A (Medium Density Multi-Family Residential) district for the purpose of changing the property back to its original zoning designation and to allow residential development.³

³ It should be noted that the petition to rezone the subject real property to RM-16A has been requested for the future redevelopment of the subject real property by Petitioner or a future owner.

5. In 1998, the Town approved a rezoning petition of this single lot to allow a church complex to be built. See In re: Rezoning Petition of Congregation Mita Church, Project Number 95-402. The aforementioned rezoning petition was approved and the subject real property became S-1 (Civic and Recreational District). More specifically, in April, 1998, the subject property was owned by CONGREGATION MITA CHURCH with the hope of constructing a church and related facilities; however, no church was ever constructed, nor was anything ever constructed on the subject property, so that the subject property has remained vacant land. The church acquired the subject property in December, 1994, and there have been a number of sales or transfers by its present owner to third parties and back again to its current owner without any construction or development. The proposed purchaser of the subject property apparently seeks to develop the property as part of a residential district plan for residential development that is allowed by RM-16A.

6. In 1998, the Town had only one zoning district which allowed almost any type of residential use as there were few development standards as to density and setbacks for construction of residential housing projects. The Town

later enacted several zoning laws for districts for single family & duplex (R-5) and others for multifamily, townhouses, villas known as RM-16A for west side of town, and RM-16B for east side of Town, and another CH-1 Community Housing for the ALFs now existing at Peninsula and Plaza at Pembroke Park.

7. The real properties surrounding the site area is largely zoned RM-16A, which is the exact zoning for which Petitioner has requested. More will be specifically said later on the adjacent properties. It should be noted that there may be easements or other encumbrances on the site on account of an arterial roadway and a road right of way requirement that may exist and be required. See Michael Miller Report and Memorandum, page 2. Regardless of these possibilities, these matters will be determined and taken care of later upon rezoning and site plan review and after a survey and abstract of title is obtained.

8. The adopted Comprehensive Plan Future Land Use Map (FLUM) designation of the subject property is "M" Medium Density Residential or 10-16 DUA. Policy #1.3.3 of the Town's Future Land Use element sets forth allowable uses and development densities and intensities, and it provides that this area is intended primarily for dwellings and zoned in a zoning district that permits dwelling units

subject to the density limits for a parcel of land as designated on the land use map of the Town under subsection entitled "Residential Density." See Town's ordinances and Policy; Michael Miller Report and Memorandum, page 2-3. The Town's RM-16A Medium Density Residential Zoning district is consistent with the Medium Density Residential (10-16 DUA) FLUM category and allows the maximum density allowed in that FLUM category. Thus, the RM-16A Medium Density Residential Zoning District permits a variety of multi-family uses, but also the zoning district uses allowed in the R-5 Residential District including single family, duplex, multiple dwellings such as villas and patio homes, any uses allowed in the R-5 Zoning district subject to the requirements in this zoning district, zero lot line dwellings, and uses accessory to any of the above uses when located on the same plot. See Michael Miller Report and Memorandum, page 2.

9. The adjacent land uses near this site include the following: *North*, Medium Density that now has Multifamily Residential Pembroke Villas Apartments and is zoned as RM-16A; *South*, Industrial & Office/Passive Park in Miami-Dade County having Bell South Facility in Miami-Dade County with a current zoning of AU Agricultural/Residential 5DUA in Miami-Dade County; *East*, Medium Density and same as in the

north and current zoning is RM-16A; West, Medium Density having Single-Family Home that is under construction and a current zoning of RM-16A; as we can see, the adjacent real property is the same zoning district in the north, east, and west. Thus, it should be apparent that the current zoning petition and pattern is consistent with abutting and adjacent land parcels and their zoning district, except for the unincorporated Miami-Dade County large multi-story Bell South facility that now exists on most of that parcel.

10. The present zoning that is now allowed on the subject real property is S-1 Civil & Recreational District that permits a church, school, classrooms, parks, open spaces, or other accessory (gymnasium, classrooms, assembly) usage, but no residential uses, until this rezoning petition is approved and if the land parcel is changed to a RM-16A zoning district. As stated, the Future Land Use Map (FLUM) designation of the subject real property is in accordance with the Town's Comprehensive Land Use Plan, which permits residential, civic and community usage and so long as it is subject to appropriate zoning areas. It should be evident that the subject land parcel sought to be rezoned is compatible with adjacent land uses nearby and Pembroke Park's Comprehensive Land Use Plan. The RM-16A zoning classification is permitted for the property in

question and for the purpose of residential development. There are ample community facilities such as schools, parks, playgrounds, city hall, police and fire departments and other related municipal or governmental functions, eg, civic buildings that may serve the residents who reside in these parcels at present and in the future upon development exist here.⁴

11. The adjacent lots (with one exception as to the Bell South facility located in Miami-Dade County), are presently zoned RM-16A at the time this request for rezoning was filed. The proposed RM-16A zoning district will be consistent with the Medium Density Residential FLUM designation and the surrounding existing development. Petitioner's request to change the zoning classification on this parcel of land is appropriate as this zoning classification is consistent with the adopted FLUM/density allowances, and adjoining and adjacent lots which are mostly multi-family residential developments. Further, a single-family home is under construction on the site immediately adjacent to the west of the subject site, which is allowed as a use in the R-5 District. See Michael Miller Report and Memorandum maps attached.

⁴ See fn 1 and ordinances cited therein; see also maps that are attached to Michael Miller Report and Memorandum showing the subject property and adjacent property and other properties not far from the subject property that seeks rezoning to RM-16A herein.

12. As to a concurrently analysis, it appears that rezoning will not negatively impact the use of roadways usage. At the present time, and the only available access will be from SW 41st Street, aka as County Line road, which is a Minor Arterial roadway and falls within the jurisdiction of Broward County. The roadway corridor is split between Broward County and Miami-Dade County. East of SW 48th Avenue the roadway is built as a four lane divided roadway with additional frontage road that serves single family homes. West of SR 7/US 441 the road is built as a four lane divided road. Future plans are to build a four lane roadway section between SR 7/US 441 and SW 48th Avenue depending on traffic quantity demands. A typical two lane non-state arterial roadway can handle about 13,320 trips per day at LOS "D" which is the adopted Level of Service (LOS). The average number of vehicular trips on the road varies from 8,300 to 10,400 trips per day in 2019, which is well within acceptable limits. This is primarily due to the lower density residential developed lands abutting the roadway in the Town, the adjoining City of West Park, and lands located south of SW 41st Street that are located in Miami-Dade County. The existing land uses include mostly single-family/medium density residential developments, ie, garden apartments located in Miami-Dade County south of SW

41st Street and east of SW 48 Avenue, and there are new multifamily garden apartment complexes being constructed in this area. Nearby and west of SW 52nd Avenue a former multi-family neighborhood with an abandoned golf course is undergoing redevelopment to add additional residential units where the golf course was located. Certainly, if traffic quantity increases above the LOS criteria, there may be a need to construct a four lane the road from SW 48th Avenue to SR 7/US 441, but at the present this should not be necessary.

See Michael Miller Report and Memorandum, pages 4,5.

As to potable water lines and wastewater lines at or near the site, those needs can be extended for service and adequate treatment plant capacity exists. There may be a need for an enhanced sanitary sewer system, pumping improvements, or line size improvements that will be determined and if necessary will be required at site plan review. See Michael Miller Report, page 5. As to concurrency analysis, as discussed and stated, those needs if any will be determined during the site development plan review process as to traffic and potable and wastewater lines and treatment plant capacity. See Michael Miller Report, page 5 including table. In all cases, the developer will be required to meet concurrency requirements as to

traffic and water at the time of site plan development and review. The developer will also be required to build a sidewalk along SW 41st Street as well.

13. The subject property was platted as Lot 20E of Hollywood Ridge Farms subdivision. A stipulated settlement agreement was adopted by a court ruling that the Hollywood Ridge Farms plat was valid and vested, subject to concurrency analysis and impact fees that may be subject to development. In accordance with previously decided precedent, should it be necessary that the public must receive a road reservation to meet any traffic ways plan, then the developer will have to comply with all such requests; to date it would appear that at site plan review, the developer must grant to the public a 38' wide road reservation to meet the traffic ways plan requirements as all newer land development projects along SW 41st Street have already done so. Therefore, this will have to occur at site plan review. See Michael Miller Report, page 6.

14. As to real estate tax implications, a new and additional residential development should generate a significant amount of new real estate value and taxes far greater than the existing values and taxes that can be found on the Broward County Property Appraiser's Office website for the existing lot. That increased amount of town

taxes is estimated to be an additional \$18,000.00 per year for 12 units. See Michael Miller Report, page 6. Assuming that property values rise incrementally, so should the value of the instant real property as well as the real estate taxes in light of its proposed use.

15. Southeast Broward County, including Pembroke Park, has a great demand for affordable and reasonably priced housing. This demand has not just increased recently, but rather reasonable and affordable housing has been an ongoing need in this area for years and continues to be one of the tremendous demands and main concerns of southeast Florida.⁵ In the past, Pembroke Park has been a leader in affordable housing and has permitted the construction of many affordable and reasonably priced housing residential developments within the town,

⁵ See generally Broward County Affordable Housing Needs Assessment. Broward Housing Council. The Metropolitan Center, Florida International University, June 20, 2014. Retrieved from https://metropolitan.fiu.edu/research/services/economic-and-housing-market-analysis/2014_browardneedsstudy.pdf; see also 1000 Friends of Florida. Building Better Communities in Florida. Retrieved July 7, 2009 from <http://www.1000friendsofflorida.org/housing/main.asp> (2008). The writer states the obvious at this site: "Our affordable housing program is based on the understanding that the magnitude of the affordable housing shortage is immense, and it will take unprecedented coordination, cooperation, and participation by both public and private sector interests to bring about meaningful change." Florida Housing Coalition. Retrieved July 7, 2009 from <http://www.flhousing.org/> (2009). Pembroke Park is a leader in planning for affordable housing. The town has made affordable housing an important part of its growth management.

notably near the locality of the subject real property. These developments have included rental apartments, townhouses, and other affordable housing dwellings currently located on or near SW 41 Street. The current market demand in this area (as well as other nearby parts of Broward and Dade Counties and the state) is for greater housing in the construction of townhouses, apartments, and other forms of multifamily residential housing.⁶ Thus, the change in zoning to allow Medium Density Residential would be a sound choice for redevelopment.

16. It can be legitimately argued that reasonably priced and affordable housing is a necessary segment of the Town's growth management and quality of life, and accordingly this rezoning for additional units will serve a substantially important Town purpose for residential development of reasonably priced and affordable housing.⁷

⁶ Id. While affordable housing units exist in Pembroke Park, there is also the need for reasonably priced rental apartments and units for housing for those who earn more than the maximum amount permitted by law permitting affordable housing. See the HUD website at www.HUD.gov or on the Florida Housing Coalition's website at www.flhousing.org. The town's desire to have reasonably priced housing for its residents, who are not eligible for affordable housing as defined in terms of the income of the family residing in the residence, is of concern making this project a welcome one. No opinion is made as to the form of this future residential housing redevelopment that may occur here, except for compliance with a duly zoned RM-16A lot and the town planner's requests, as that will be left to the future owner.

⁷ Id. See generally Sections 420.601 - 420.635, *Florida Statutes* (2018); Section 166.0451, *Florida Statute* (2009). See also Department of Community Affairs letter dated June 17, 2005. Retrieved July 7, 2009 from

Any amount of additional units is welcome, although such increments of housing are not a panacea; every little bit can help those needing reasonably priced and affordable housing. There are still many persons who need affordable and reasonably priced housing in southeast Florida, including Broward County. This additional residential housing project should provide additional dwelling units for families who need reasonably priced housing and should generate substantial tax revenues for the town and Broward County and other taxing districts when a developer uses it to develop reasonably priced housing dwellings that could contain up to 17 additional affordable and reasonably priced housing units for families in Broward County.

17. The fundamental issue that was considered by the Town's commission years' earlier in Case No. 95-402 was whether the hearing examiner and later the town commission should permit a change in zoning from R-1 to S-1? The town commission approved the hearing examiner's recommendation at that time, but no development occurred. Now what is being considered is whether the subject property should be returned to residential zoning of RM-16A, which is Medium Residential in accordance with any rezoning permitted by the local Comprehensive Land Use Plan, and whether a change

<http://www.dca.state.fl.us/fdcp/DCP/EAR/LettersofUnderstanding/Pembroke%20Park.pdf>

in zoning to RM-16A is in the best interest of the town and consistent with sound planning principles?

18. A change in zoning of real property from one zoning district to another zoning district - zoning change from residential district to commercial district, or industrial district to commercial district, or commercial district to residential district, or residential or commercial to civic and recreational district - falls within the discretion of the town commission, which has the power to grant or deny a petition for change in zoning. See *Town of Surfside v. Normandy Beach Development Co.*, 57 So.2d 844 (Fla. 1952); *Palm Beach County v. Allen Morris Co.*, 547 So.2d 690 (Fla. 4DCA 1989), review dismissed, 553 So.2d 1164; *City of Tampa v. Madison*, 508 So.2d 754 (Fla. 2DCA 1987); *Corn v. City of Lauderdale Lakes*, 997 F.2d 1369 (11th Cir. 1993), cert. denied, 511 U.S. 1018, appeal after remand, 95 F.3rd 1066; *Village of Pinecrest v. GREC Pinecrest, LLC*, 47 So.3d 948 (Fla. 3rd DCA 2010); *Rehman v. Lake Cty.*, 56 So. 3d 852, 853-54 (Fla. 5th DCA 2011). There are considerations by a municipality as to whether to permit an owner to change a real property's zoning, and some include the following: the proximity of residential, commercial, and civic and recreational facilities to the

real property that is the subject of a petition; the consistency with the local Comprehensive Land Use Plan;⁸ the effect that a development will have on congestion, traffic, noise, city services, aesthetics, and surrounding property use and values; whether a zoning change will substantially vary the character of the surrounding area that will surround the subject real property that is the subject of the zoning petition, or whether the nature of the adjoining real property is compatible with the real property that is subject to the zoning petition; and/or if a current business or organization needs to expand its existing business or use in lieu of moving to a new location while the expansion is consistent with adjacent real property. The local Comprehensive Land Use Plan must be considered before a zoning petition is approved in order to determine

⁸ See *Citrus County v. Halls River Development, Inc.*, 8 So.3d 413 (Fla. 5th DCA 2009). In this case, the appellate court discussed requirements for zoning and consistency with a local comprehensive land use plan when it stated: "A local comprehensive land use plan is a statutorily mandated legislative plan to control and direct the use and development of property within a county or municipality. § 163.3167(1), Fla. Stat. (2005); *Machado v. Musgrove*, 519 So.2d 629, 631-32 (Fla. 3d DCA 1987). The comprehensive plan is similar to a constitution for all future development within the governmental boundary. *Machado*, 519 So.2d at 632. Zoning or, in this case, the County's LDC, is the means by which the Plan is implemented. See *City of Jacksonville v. Grubbs*, 461 So.2d 160 (Fla. 1st DCA 1984). Zoning involves the exercise of discretionary powers within limits imposed by the comprehensive plan. A zoning action that is not in accordance with the comprehensive plan is unlawful. *Machado*, 519 So.2d at 632. Once a comprehensive plan has been adopted pursuant to Chapter 163, Part II, "all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan" must be consistent with that plan. § 163.3194(1)(a), Fla. Stat. (2005); see also § 163.3164(7), Fla. Stat. (2005)." *Id.*, at 420-1.

if a zoning change is consistent with the local Comprehensive Land Use Plan that includes both the existing and future zoning of adjacent and subject real property.⁹

19. Legitimate concerns about a zoning change include whether a change will fall within sound planning principles that include the following without limitation. In this petition to rezone, will rezoning from S-1 to RM-16A be in the best interest of sound planning principles and legitimate public purposes and interests, or should the status quo be maintained? If there is a zoning change, will the impact of a zoning change from S-1 to RM-16A have a detrimental effect on public utilities and facilities of the town, including but not limited to roads, traffic, sewer facilities, water facilities, stormwater management facilities, parks and recreation facilities and usage, and its existing and future impact upon surrounding neighborhoods if a rezoning is permitted? And of course, what will be the impact a change in zoning on nearby

⁹Id. A landowner who demonstrates that the proposed use of property is consistent with the comprehensive land use plan is not presumptively entitled to such use; instead, the landowner seeking to rezone property has the burden of proving that the proposed rezoning is consistent with comprehensive land use plan, and thereupon the burden shifts to the local government's zoning board to demonstrate that maintaining the existing zoning classification accomplishes a legitimate public purpose in order to maintain the status quo. See *Board of County Commissioners of Brevard County v. Snyder*, 627 So.2d 469 (Fla. 1993); *Sarasota County v. BDR Investments, LLC*, 867 So.2d 605 (Fla. 2nd DCA 2004); *Village of Pinecrest v. GREC Pinecrest, LLC*, 47 So.3d 948 (Fla. 3rd DCA 2010); *City of St. Augustine v. Graubard*, 780 So.2d 272 (Fla. 5th DCA 2001).

neighborhoods' quality of life? These issues, among others, have to be addressed before a zoning change is considered and approved by the hearing examiner and ultimately the town commission.

20. Pembroke Park adopted fundamental rules when it enacted Sections 28-75 and 28-76 of its code of ordinances, which establishes criteria for consideration of rezoning requests.¹⁰ According to the Pembroke Park code, the hearing examiner may recommend, and the town commission may approve, a change in zoning when changing conditions have occurred, in order to comply with requirements of the Comprehensive Land Use Plan, and other generally listed criteria that can be considered by the hearing examiner and town commission.¹¹ Sections 28-75 and 28-76 of Pembroke Park's code of ordinances grants the town commission great latitude when considering a rezoning request, and accordingly, there is much discretion resting with the hearing examiner in recommending a change in zoning, and ultimately the town commission in determining whether or not to approve the hearing examiner's report and recommendation when considering a request to rezone depending on the facts and circumstances of each case.

21. The zoning change from S-1 to RM-16A on the

¹⁰See Sections 28-36 to Sections 28-79, code of ordinances.

¹¹See Sections 28-75 and 28-76 of the code of ordinances

subject real property should not be incompatible with local zoning practices, and should in fact be compatible with existing usage of the subject real property as well as adjacent uses of the real property and the health, safety, and welfare of the town in as much as the adjacent and abutting property is RM-16A. See *Richard Road Estates, LLC v. Miami-Dade County Bd. of County Com'rs*, 2 So.3d 1117 (Fla. 3rd DCA 2009). The rezoning to RM-16A and its attendant development will, of course, impact the public utilities and facilities of the town, including but not limited to roads, sewer facilities, water facilities, stormwater management facilities, parks and recreation facilities. However, the impact will be significantly less than if the subject real property was developed for commercial usage under a B-1 zoning district, or some other commercial and business usage that would cause a substantial increase in traffic volume and in ingress and egress onto the subject real property. Petitioner will be required to coordinate with the County Department of Public Works for water service and Pembroke Park for sewer service and drainage. At site plan review and developmental hearings, the town commission may still require an impact analysis of the proposed development that will have to be addressed during site plan review. Any requirements by the

town or any other federal, state, and local government agency will have to be met before Petitioner may receive building permits should this rezoning petition be granted, including any building permits or site plan approval from the town for Petitioner's scheduled construction in a RM-16A zoning district. A more detailed study and examination may have to be made during site plan review before construction is permitted if the zoning petition to RM-16A is approved, so that all ordinances are complied with. Petitioner will still have to comply with all town ordinances during site plan review if a zoning change to RM-16A is approved for this development. This zoning petition will have no effect on the protection, conservation, or preservation of environmentally critical areas and natural resources as this is not an issue here. A change in zoning is compatible with present and existing uses of adjacent real property that is zoned RM-16A, and if a zoning change is permitted there should be no damage, hazard, nuisance, or other detriment to adjacent personal or real property. The zoning petition should not place an undue burden on existing infrastructure. The proposed development of the subject property should not create a level LOS or capacity problem for nearby residents, but those issues and any concerns by the general public and

nearby residents will be dealt with at the Site Development Plan approval process. The zoning petition is in compliance with and consistent with the zoning regulations of Pembroke Park and the local Comprehensive Land Use Plan.¹²

R E C O M M E N D A T I O N

In view of the aforementioned findings and evidence presented, and after considering the testimony and evidence and comments presented including any public comments that were made, the Hearing Examiner recommends as follows:

A. There is substantial competent evidence to support the Petitioner's Rezoning petition from S-1 to RM-16A, subject to the caveats and requirements made herein, those made in Michael Miller's Report and Memorandum that must be followed in accordance with a RM-16A Medium Density Residential District, and any requirements now made and later requested and required by the Town.

B. The town commission of Pembroke Park should *APPROVE* the Petitioner's Petition for Rezoning of the subject real property from S-1 (Civic and Recreational District) to RM-16A (Medium Density Residential District)

¹² See Zoning, Pembroke Park Code, Section 28-75(a)(1)(a)-(m) (2018), which lists the relevant criteria that may be considered in rezoning matters.

as requested by Petitioner as the owner of the real property.

C. That if the rezoning is granted by the Town Commission, Petitioner should be required to comply with all concurrency requirements mentioned in this Report and that of the Michael Miller Report and Memorandum as well as any other requirements of Michael Miller and the town commission now or in the future;

D. That Petitioner is required to comply with all local, state, and federal laws as heretofore and subsequently enacted in the future, as well as all recommendations and requests by the Town Planner made or not made in this Report and Recommendation.

E. That if Petitioner upon obtaining the rezoning fails to comply with any local, state, and federal laws, or anything required in this Report, then said violation shall constitute a local code violation and shall subject the owner of said property to fines and penalties as provided by law and code compliance.

F. Petitioner and any successor owner of the subject real property shall be bound by this zoning change to RM-16A this Report, and all local, state, and federal laws, along with all town commission requirements for any future development by Petitioner or any successor owner.

CERTIFICATE OF FILING ORIGINAL REPORT

I HEREBY CERTIFY that this Report and Recommendation
was filed with the Clerk of Pembroke Park, Florida, this
15th day of May, 2020.

/s/ HARRY HIPLER



HARRY HIPLER FBN 199842
hhip@aol.com
Town of Pembroke Park
Hearing Examiner
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
954-966-4600

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that this Report and Recommendation was filed
and served by email this 15th day of May, 2020 on the following: Mayor
and Commissioners of the Town of Pembroke Park; Petitioner and/or its
representatives; Michael Miller, Town Planner; Christopher Ryan,
Esquire, Town Attorney; Newall J. Daughtrey, Town Manager; Dierdre
Davis, Assistant to Town Manager, and whose emails are as follows:
njdaughtrey@townofpembrokepark.com; aisen027@gmail.com
townclerk@townofpembrokepark.com; mgrooms@townofpembrokepark.com;
TLarson@townofpembrokepark.com; lanzerolle@townofpembrokepark.com;
lmanzerolle@townofpembrokepark.com; HClark@townofpembrokepark.com;
GJacobs@townofpembrokepark.com; cjr@ryanlawfl.com; aisen027@gmail.com
RDieuveille@townofpembrokepark.com; GCohen@townofpembrokepark.com;
lmanzerolle@townofpembrokepark.com; amohammed@townofpembrokepark.com;
eploski@michaelmillerplanning.com;
mmiller@michaelmillerplanning.com;
mPakula@townofpembrokepark.com

/s/ Harry Hippler



HARRY HIPLER
Town of Pembroke Park
Hearing Examiner
hhip@aol.com
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
954-966-4600

**Any party may appeal a decision of the Hearing Examiner and Town
Commission concerning a rezoning or variance petition, which shall be
by writ of certiorari to the Circuit Court pursuant to Fla. R. of Civ.
Pr. 1.630 and Fla. R. App Pr. 9.100, and as otherwise provided by
Florida law.

TOWN OF PEMBROKE PARK

IN RE: ZONING PETITION CASE NO. 20-433

COUNTY LINE RESIDENCES LLC
whose address is 4901 SW 41st Street
Pembroke Park, FL 33023

COUNTY LINE RESIDENCES LLC
2980 Point East Drive, Apt. D101
Aventura, FL 33160

Aizenstat, Nicolas Alejandro
As Registered Agent of
COUNTY LINE RESIDENCES LLC
2980 Point East Drive; Apt. D101
Aventura, FL 33160

Exhibits to Hearing Examiner
Report & Recommendation for
County Line Residences, LLC
Rezoning petition

TOWN OF PEMBROKE PARK, FLORIDA
NOTICE OF VIRTUAL PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all parties that the Hearing Examiner of the Town of Pembroke Park, Florida, will conduct a Virtual Public Hearing on Thursday, May 14, 2020, at 5:30 p.m. or as soon thereafter as may be heard on the Petition for Rezoning of Real Property filed by County Line Residences, LLC to amend the zoning classification from S-1 Civic and Recreational District to RM-16A Medium Density Multi-Family Residential District for the following described real property located in Pembroke Park, Florida:

THE EAST ONE-HALF (E1/2) OF THE WEST 284 FEET (W284') OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LESS THE SOUTH 15 FEET (S15') THEREOF, FOR ROAD RIGHT OF WAY; ALSO KOWN AS:

LOT 20-E, OF HOLLYWOOD RIDGE FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN MISCELLANEOUS PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Copies of the Petition for Rezoning of Real Property and other applicable information are available on line. Town Hall is closed due to the Corona Virus. For more information please call the Interim Deputy Town Clerk at (954) 966-4600 Ext. 235 and staff will direct you to the on line project information.

Interested parties may obtain the information to view the Virtual Public Hearing by contacting the interim Deputy Clerk or on the Town website at www.townofpembrokepark.com. Written comments may be submitted to the Town Clerk by mail at 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023 or by electronic mail to townclerk@townofpembrokepark.com prior to the hearing for consideration by the Hearing Examiner in making a decision on this Petition. All comments will be read aloud at the Virtual Public Hearing and will be included in

the record of the proceeding. All interested parties please take due notice of the time and date of this hearing and govern yourself accordingly. The Virtual Public Hearing may be continued to a time and date certain by announcement at this scheduled Virtual Public Hearing.

Any person who decides to appeal any decision of the Hearing Examiner with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, 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.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES TO ACCESS THIS MEETING MAY CALL THE TOWN CLERK'S OFFICE AT (954) 966-4600 AT LEAST TWO (2) CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED, PLEASE CONTACT THE FLORIDA RELAY SERVICE BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD).

TOWN OF PEMBROKE PARK

By: /s/ Marlen D. Martel
MARLEN D. MARTEL, MPA, CFA
Interim Deputy Clerk

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FN24740E

NOTICE OF HEARING



TOWN OF PEMBROKE PARK, FLORIDA NOTICE OF VIRTUAL PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a "Virtual" Special Meeting utilizing communications media technology ("CMT"), in accordance with Governor Ron DeSantis' Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19).

DATE: Thursday, May 14,2020

TIME: 5:30 P.M.

Town Hall is closed to the public. Public access to this virtual meeting can be accomplished as follows:

You can dial in using your phone.

United States (Toll Free): 1 877 568 4106

United States: +1 (312) 757-3129

Access Code: 545-266-181

During the meeting you can submit a text or voicemail at (954) 707-9820

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments by email to the Interim Deputy Clerk at townclerk@townofpembrokepark.com.

All comments submitted by email that, if read orally, are three minutes or less shall be read into the record. All comments submitted by email shall be made a part of the public record. If any member of the public requires additional information about this Town Commission meeting or has any questions about how to submit a public comment at the meeting, please contact:

Marlen D. Martell, Interim Deputy Clerk
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023

954-966-4600, ext: 235
townclerk@townofpembrokepark.com

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TOWN OF PEMBROKE PARK
By: /s/ Marlen D. Martell
MARLEN D. MARTELL, MPA, CFA Interim Deputy Clerk

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
Interim Town Clerk

NOTICE
May 14, 2020



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South Florida Sun-Sentinel, Ft. Lauderdale

May 6, 2020

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5/6/2020

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CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH
IMPAIRED, PLEASE CONTACT THE FLORIDA RELAY SERVICE BY USING THE
FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD). TOWN
OF PEMBROKE PARK By: /s/ Marlen D. Martel MARLEN D. MARTEL, MPA, CFA Interim
Deputy Clerk 4/29, 5/6/2020 6664043

OF AND ADJACENT TO LOTS 12 AND 13, BLOCK D-3, "DIXIE CUT-OFF SECTION OF CROISSANT PARK", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6 AT PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LOCATED NORTH OF SOUTHEAST 33RD STREET, SOUTH OF SOUTHEAST 32ND COURT, EAST OF SOUTHEAST 6TH AVENUE AND WEST OF FEDERAL HIGHWAY (U.S.1), ALL SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. All interested parties may appear electronically at said meeting and be heard with respect to the proposed Ordinance. The proposed ordinance may be inspected by the public online at <https://fortlauderdale.legistar.com/Calendar.aspx>. JEFFREY A. MODARELLI, City Clerk, City of Fort Lauderdale, Florida. NOTE: If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Anyone needing auxiliary services to assist in inspecting the ordinance or in participation at the meeting please contact the City Clerk at (954) 828-5002 at a minimum of two days prior to the meeting. 5/7, 5/14/2020 6668753

 South Florida Sun-Sentinel, Ft. Lauderdale

May 6, 2020

Miscellaneous Notices

 TOWN OF PEMBROKE PARK, FLORIDA. NOTICE OF VIRTUAL PUBLIC HEARING. NOTICE IS HEREBY GIVEN to all parties that the Hearing Examiner of the Town of Pembroke Park, Florida, will conduct a Virtual Public Hearing on Thursday, May 14, 2020, at 5:30 p.m. or as soon thereafter as may be heard on the Petition for Rezoning of Real Property filed by County Line Residences, LLC to amend the zoning classification from S-1 Civic and Recreational District to RM-16A Medium Density Multi-Family Residential District for the following described real property located in Pembroke Park, Florida: THE EAST ONE-HALF (E1/2) OF THE WEST 284 FEET (W284') OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LESS THE SOUTH 15 FEET (S15') THEREOF, FOR ROAD RIGHT OF WAY; ALSO KNOWN AS: LOT 20-E, OF HOLLYWOOD RIDGE FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN MISCELLANEOUS PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. Copies of the Petition for Rezoning of Real Property and other applicable information are available on line. Town Hall is closed due to the Corona Virus. For more information please call the Interim Deputy Town Clerk at (954)

966-4600 Ext. 235 and staff will direct you to the on line project information. Interested parties may obtain the information to view the Virtual Public Hearing by contacting the interim Deputy Clerk or on the Town website at www.townofpembrokepark.com. Written comments may be submitted to the Town Clerk by mail at 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023 or by electronic mail to townclerk@townofpembrokepark.com prior to the hearing for consideration by the Hearing Examiner in making a decision on this Petition. All comments will be read aloud at the Virtual Public Hearing and will be included in the record of the proceeding. All interested parties please take due notice of the time and date of this hearing and govern yourself accordingly. The Virtual Public Hearing may be continued to a time and date certain by announcement at this scheduled Virtual Public Hearing. Any person who decides to appeal any decision of the Hearing Examiner with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, 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. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES TO ACCESS THIS MEETING MAY CALL THE TOWN CLERK'S OFFICE AT (954) 966-4600 AT LEAST TWO (2) CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED, PLEASE CONTACT THE FLORIDA RELAY SERVICE BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD). TOWN OF PEMBROKE PARK By: /s/ Marlen D. Martel MARLEN D. MARTEL, MPA, CFA Interim Deputy Clerk 4/29, 5/6/2020 6664043

South Florida Sun-Sentinel, Ft. Lauderdale
May 6, 2020
Miscellaneous Notices

NOTICE NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of The Soccer Collection intends to register the said name with the Florida Department of State, Division of Corporations, Tallahassee, FL and/or Clerk of the Circuit Court of Palm Beach County, FL. CASS Inc. of S.E. FL 1377 W. Palmetto Park Road Boca Raton, FL 33486 5/6/20 6667179

South Florida Sun-Sentinel, Ft. Lauderdale
May 6, 2020
Miscellaneous Notices

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-69

(Emergency Management – COVID-19 – Local Government Public Meetings)

WHEREAS, on March 1, 2020, I issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency as a result of COVID-19; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention (“CDC”) issued the “15 Days to Slow the Spread” guidance advising individuals to adopt far-reaching social distancing measures, such as working from home and avoiding gatherings of more than 10 people; and

WHEREAS, on March 17, 2020, I wrote a letter to Attorney General Ashley Moody seeking an advisory opinion regarding concerns raised by local government bodies about their ability to hold meetings through teleconferencing and other technological means in order to protect the public and follow the CDC guidance regarding social distancing; and

WHEREAS, on March 19, 2020, Attorney General Ashley Moody delivered an opinion to me indicating that certain provisions of Florida law require a physical quorum be present for local government bodies to conduct official business, and that local government bodies may only conduct meetings by teleconferencing or other technological means if either a statute permits a quorum to be present by means other than in person, or that the in person requirement for constituting a quorum is lawfully suspended during the state of emergency; and

WHEREAS, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled, and that residents and visitors in Florida remain safe and secure;

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby suspend any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place.

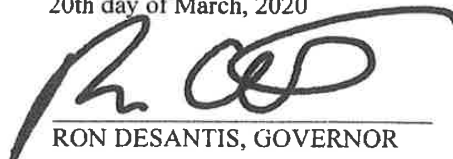
Section 2. Local government bodies may utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2., Florida Statutes.

Section 3. This Executive Order does not waive any other requirement under the Florida Constitution and "Florida's Government in the Sunshine Laws," including Chapter 286, Florida Statutes.

Section 4. This Executive Order shall expire at the expiration of Executive Order 20-52, including any extension.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 20th day of March, 2020


RON DESANTIS, GOVERNOR

ATTEST:


SECRETARY OF STATE

2020 MAR 20 AM 9:38

MICHAEL MILLER PLANNING ASSOCIATES, INC.
Land Design Municipal Planning Services Transportation Planning

**TOWN OF PEMBROKE PARK
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Harry Hipler, Esq.
Hearing Examiner
Town of Pembroke Park

From: Michael J. Miller, AICP *nm*
Consultant Town Planner

Date: March 18th, 2020

Subject: Rezoning Application – S-1 to RM-16A
Lot 20E of Hollywood Ridge Farms (Misc. PB 2, PG 16, BCR)
4901 SW 41st Street (aka County Line Road)
Pembroke Park Account No. 20-433
MMPA Project No. 00-1101-1115B

ISSUE:

The Town of Pembroke Park has received a rezoning petition from County Line Residences, LLC, the current owner of the above referenced property. The requested rezoning is for a parcel of land approximately 1.04 acres in size located north of SW 41st Street (aka County Line Road) about midpoint between SW 48th Avenue and SW 52nd Avenue. No address has been assigned as yet to the site, but it would be 4901+/- given other addresses nearby. The specific request is to rezone the above referenced property from the S-1 Civic and Recreational District to RM-16A Medium Density Multi-Family Residential District. The applicant's stated purpose is to "change the subject property back to its original zoning designation" to allow residential development. The site was rezoned in 1998 to the S-1 District to allow a church to be built.

GENERAL PROPERTY DESCRIPTION

Future Land Use Map Designation:	"M" – Medium Density Residential (10-16 DUA)
Existing Zoning District:	S-1 Civic and Recreational District
Proposed Zoning District:	RM-16A Medium Density Multi-Family Residential District
Legal Description:	Lot 20E, Hollywood Ridge Farms, according to the Plat thereof, as recorded in Miscellaneous Plat Book 2, at Page 16 of the public records of Broward County, Florida, containing 1.04+/- acres.

7522 Wiles Road Suite B-203 Coral Springs, Florida 33067 Telephone: 954-757-9909

**Town of Pembroke Park
Hearing Officer Staff Report
Rezoning Application – S-1 to RM-16A
Applicant - County Line Residences, LLC
March 18th, 2020
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BACKGROUND INFORMATION

In 1998 the Town approved a rezoning of this single lot on County Line Road between SW 48th Avenue and SW 52nd Avenue to allow a church complex to be built. The church group never moved forward with the development of the site and the land remains vacant today (previous home existed that was demolished). The current owner since March 2015 (Nicholas Aizenstat @ County Line Residences, LLC) has entered into a contract to sell the site to a development group for residential use. As the site was rezoned to S-1 Civic and Recreation to allow the church, it does not allow any residential uses; therefore, their first action is a request to rezone it to a residential district. In 1998 the Town had only one zoning district for the Hollywood Ridge Farms land area (R-1 Residential) which allowed almost any type of residential use and there were few development criteria (density / setback / etc.). One can observe the randomness of earlier development in this area of the Town including landscape nurseries, single-family homes, villas, modular housing, townhouses and even the midrise Crosswind MFR complexes that were built at higher densities than allowed today. The Town subsequently created several zoning districts for single family & duplex (R-5) and others for multifamily / townhouses / villas / etc. (RM-16A west side of Town) & RM-16B (east side of Town) and another (CH-1 Community Housing) for the ALF's (Peninsula / Plaza at Pembroke Park). The maximum density allowed by both the Broward County Comprehensive Plan Future Land Use Map (FLUM) and Town's FLUM is sixteen (16) dwelling units per acre (DUA) for almost all the Hollywood Ridge Farms subdivision area due its suburban location. All lands surrounding the site (in Town) are zoned RM-16A - that is what they requested.

The survey submitted with the rezoning application appears to have been prepared without the examination of an Abstract of Title. There may be easements or other encumbrances on the site. Also, SW 41st Street (aka County Line Road) is designated as an Arterial Roadway on the adopted Town and Broward County Trafficways Plan with a 108' road right-of-way requirement (53' half section in Broward & Miami-Dade required). The Hollywood Ridge Farms subdivision plat dedicated only 15' of road right-of-way for SW 41st Street; therefore, an additional 38' of road right-of-way will be required to be dedicated when the site is eventually developed (all newer development along this roadway corridor sites did this). According to the survey submitted the parcel is currently encumbered by remnants of a concrete driveway from the former single-family home which was on the property.

PLANNING ANALYSIS:

A. Comprehensive Plan Consistency

The adopted Comprehensive Plan Future Land Use Map (FLUM) designation of the subject property is "M" Medium Density Residential (10-16 DUA). Policy #1.3.3 of the Town's Future Land Use Element sets for the allowable uses and development densities / intensities. It states in part:

The areas designated for residential use on the Town's Future Land Use Map, consistent with B.C.P.C. Objective 01.01.00, are intended primarily for dwellings, but other land uses related to a residential environment including neighborhood shopping centers, neighborhood parks, and schools may also be appropriate therein. Each parcel of land within an area designated in a residential land use category by the Town Land Use Plan must be zoned in a zoning district which permits one or more of the following uses:

Michael Miller Planning Associates, Inc.

**Town of Pembroke Park
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Applicant - County Line Residences, LLC
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- a. Dwelling units, subject to the density limits for a parcel of land as designated on the certified land use plan map and as explained in the following subsection entitled "Residential Density."

The Town's RM-16A Medium Density Residential Zoning District is deemed consistent with the Medium Density Residential (10-16 DUA) FLUM category and allows the maximum density allowed in that FLUM category. The RM-16A Medium Density Residential Zoning District permit various a variety of multi-family uses, but also uses allowed in the R-5 Residential District, zero-lot line dwellings, and accessory uses as follows:

- a. Multiple dwellings including villas and patio homes.
- b. Any uses permitted in the R-5 Zoning District subject to the limitations, requirements and procedures as specified in the zoning ordinance for use in that zoning district.
- b. Zero lot line dwellings.
- d. Uses accessory to any of the above uses when located on the same plot.

Adjacent Land Uses Analysis:

Direction	FLUM Designation	Existing Uses	Current Zoning
North	Medium Density	Multifamily Residential (Pembroke Villas Apartments)	RM-16A Medium Density Residential District
South	Industrial & Office / Passive Park (Miami-Dade County)	Bell South Facility (Miami-Dade County)	AU Agricultural / Residential 5 DUA (Miami-Dade County)
East	Medium Density	Multifamily Residential (Pembroke Villas Apartments)	RM-16A (Pembroke Villas Apartments)
West	Medium Density	Single-Family Home (Under Construction)	RM-16A Medium Density Residential District

As can be observed in the table above, the subject property abuts Multifamily FLUM land uses to the north, east and west. The property to the south across SW 41st Street is in Unincorporated Miami-Dade County. A large multi-story Bell South facility exists on most of that land parcel.

Michael Miller Planning Associates, Inc.

**Town of Pembroke Park
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The applicant provided a justification for the rezoning application that simply states: "Change subject property back to its original zoning designation". That would not be possible as the R-1 District that existed when the site was rezoned in 1998 no longer exists. The applicable Town Zoning District to allow residential development is the RM-16A Medium Density Residential District. All lands surrounding this site are zoned RM-16A and are developed with residential uses.

The property owner has the property under contract to sell the site to a new development group for residential use (unspecified use). The proposed RM-16A Zoning District will be consistent with the Medium Density Residential FLUM designation and the surrounding existing development.

B. Zoning Analysis

The current zoning classification of the subject property is S-1 Civil & Recreational District. The construction of multi-family residential use is not permitted within the S-1 Civic & Recreational zoning classification. The intent of the S-1 zoning classification is primarily intended for municipal uses, public open space and parks, and religious uses (church / temple and/or their accessory uses - gymnasium / classrooms / assembly). The intent of the RM-16A Medium Density Residential District classification is primarily for multi-family residential uses, but also allows single-family & duplex, and as conditional uses nursery schools and play lots.

The applicant's request to change the zoning classification on this parcel of land is an appropriate request in that this classification is consistent with the adopted FLUM / density allowances, and adjoining parcels which are mostly existing multi-family residential developments. A single-family home is under construction on the site immediately adjacent to the west of the subject site, which is permitted as a use allowed in the R-5 District.

C. Concurrency Analysis

The subject property is located on the north side of SW 41st Street (aka County Line Road) and the only available access will be from that roadway. SW 41st Street is designated as a Minor Arterial roadway that falls under the jurisdiction of Broward County, as the roadway is identified on the Trafficways Plan as a 106-foot wide County Minor Arterial roadway. The roadway corridor is split between Broward County and Miami-Dade County. Most of the existing pavement along this section of the roadway is in Miami-Dade County. East of SW 48th Avenue the roadway is built as a 4-lane divided roadway with an additional frontage road to its north serving single-family homes. The roadway is built as a 2-lane undivided road from SW 48th Avenue westerly to SR 7 / US 441. West of SR 7 / US 441 the road is built as a 4-lane divided road. Future plans are to eventually 4-lane the roadway section between SR 7 / US 441 and SW 48th Avenue as traffic volumes demand. There is also thought of a future limited interchange at I-95 to provide traffic relief on Hallandale Beach Boulevard and provide direct access to the Dolphins stadium and western suburbs.

A typical 2-lane non-state arterial roadway can handle about 13,320 trips per day at LOS "D", which is the adopted Level of Service (LOS). The average number of vehicular trips on the road varies from 8,300 - 10,400 trips per day in 2019 (latest data recorded), well within acceptable limits. This is primarily due to the lower density residential developed lands abutting the roadway in the Town, the adjoining City of West Park, and lands located south of SW 41st Street in Miami-Dade County. The existing land uses include mostly single-family / medium density residential

Michael Miller Planning Associates, Inc.

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developments such as villas / townhouses / garden apartments, and local parks. In Miami-Dade County south of SW 41st Street and east of SW 48 Avenue new multifamily garden apartment complexes are being constructed. West of SW 52nd Avenue a former multi-family community with an abandoned golf course is undergoing redevelopment to add additional units where the golf course was located. If traffic volumes increase above the above LOS criteria, there may be a need to 4-lane the road from SW 48 Avenue to SR 7 / US 441. At present there is available capacity.

There are already potable water lines and wastewater lines to or near the site that can be extended for service and adequate treatment plant capacity exists. Broward County provides the potable water system in this area – an existing 8" water line is within the SW 41st Street right-of-way. The Town provides the sanitary sewer system which is limited in this area at present. Additional pumping improvements or line size improvements may be necessary. This will be determined during the Site Development Plan review process. Treatment facilities are adequate.

A total concurrency review will occur during the Site Development Plan process. Because the property does not have to be replatted in accordance with the County / Town rules and a previous lawsuit as discussed elsewhere, the subject concurrency review will be conducted during the Site Development Plan review process by the Town. However, for the purpose of analyzing the rezoning petition, the following table provides an estimate of traffic that might be generated by the project if developed at the maximum intensity permitted by a medium density residential development under the current S-1 Zoning classification versus a RM-16A Zoning classification.

Type of Development	Traffic Generation Rate	Total Trips Per Day	% Roadway Capacity
Church	1.85 trips per seat on Sunday @ 75% occupancy (162 seats in 1998)	186 (Sunday Peak Use)	1.4%
Residential 16 DUA	6.63 per DU	110 (Based on 17 DU)	0.8%

As may be seen in the preceding table, during the peak operating period on a Sunday a church would generate more traffic than a residential development; but on Sundays the trips generated by residential uses would be less. The above estimate is based on the developer building the maximum number of dwelling units allowed on the site. The latest development concept showed less dwelling unit than allowed. Therefore, it can be expected about the same amount of traffic as a church would occur during weekdays, but less traffic on weekends. Similar impacts can be expected for water, wastewater and solid waste facilities. In all cases, the developer will be required to meet concurrency requirements at the time of Site Development Plan. The developer will be required to build a sidewalk along SW 41st Street as well. Traffic concurrency will also be dealt with when the owner requests the County to approve the development.

Michael Miller Planning Associates, Inc.

**Town of Pembroke Park
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D. Platting Issues

This property was previously platted as Lot 20E of the Hollywood Ridge Farms subdivision. This plat was recorded in 1956. In 1992, via a Stipulated Settlement Agreement related to a lawsuit, the courts ruled that the Hollywood Ridge Farms plat was valid and vested. However, concurrency analysis / impact fee payment is still required.

In accordance with the Town development management rules the Town may not grant an application for a building permit for the construction of a principal building on a parcel of land unless a plat including the parcel of parcels of land has been approved by the Broward County Commission and recorded in the official records of Broward County subsequent to June 4th, 1953. The above court order settled that issue.

Section 13.5-42 of the Town Code specifically exempts certain parcels from replatting if certain conditions are met, one of which is meeting road right-of-way requirements. As discussed above, the original plat dedicated only 15' of road right-of-way – but the Broward County / Town Trafficways Plan require the reservation of a 106' wide right-of-way corridor. Therefore, at the time of Site Development Plan approval the developer must grant to the public a 38' wide road reservation to meet the Trafficways Plan requirements. All newer land development projects along SW 41st Street have already done so. As a matter of information, the 1998 conceptual site plan for the church development included a 38' wide right-of-way reservation.

E. Tax Implications

Our research of the Broward County Property Appraiser's website information reveals that Lot 20E was billed for 2018 and 2019 Broward County property taxes at a Just Market Value of only \$90,540.00 as raw land (\$1,976 in total taxes in 2019). It can be expected that new residential development will generate a considerable amount of new real estate value and taxes. A reasonable estimate would be about \$18,000 per year for 12 units.

CONCLUSION / STAFF RECOMMENDATION

There is a demonstrated need for additional affordable multi-family residential dwelling units in the Town and region. This site could provide up to 17 additional dwelling units and generate substantial tax revenues for the County, Town and other taxing authorities. The former owner of the property was a church and the property was off the tax rolls for many years. The church sold the property on March 19th, 2015 to the current owner County Line Residences LLC. According to the Broward County Property Appraiser, the property was placed back on the tax rolls since. Rezoning the property to RM-16 would make the property compatible with the existing land uses adjacent or abutting properties and consistent with the existing land use pattern in this area.

For the reasons stated herein, MMPA recommends the Town rezone the land from the S-1 Civic and Recreational District to the RM-16A Medium Density Residential District.

Michael Miller Planning Associates, Inc.

ZC

TOWN OF PEMBROKE PARK
APPLICATION FOR REZONING

Date: 3-6-2020
Case No: 20-433
Receipt No.: Check # 2933

Filing Fee: The initial deposit fee shall be \$7,500.00 plus the non-administrative costs incurred by the Town in processing the request. \$500.00 of the fee shall be non-refundable.

Applicant: County Line Residences LLC

Address: 2980 Point East Dr. - Apt D101 City: Avventura

Phone: (305) 517-7088

Fax: _____

E-Mail: elien027@gmail.com

Applicant's Relation to Subject Property: Owner

If Applicant is not Owner, Name of Owner: _____

Signature of Applicant: County Line Residences LLC, By Nicolas Aizenstat, Manager

Present Zoning District: S-1

Requested Zoning District: RM-16A

Present Future Land Use Map (FLUM) Designation: MEDIUM DENSITY, RESIDENTIAL

Address of Subject Property: SW 41 STREET, PEMBROKE PARK, FLORIDA 33023

Legal Description of Property Sought to be Rezoned (Plat Book/Page or Metes and Bounds)
Note: Current Survey (not more than 6 months old) of the Property must be attached.

The East 1/2 of the West 284 feet of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 51 South, Range 42 East, less the South 15 feet thereof for road right-of-way; also known as Lot 20-E of "HOLLYWOOD RIDGE FARMS" according to the plat thereof as recorded in Plat Book 2 at Page 16 of the public records of Broward County, Florida.

Purpose of Rezoning: Change subject property back to its original zoning designation

All petitions shall be accompanied with a plot plan to scale of the area affected, showing thereon adjacent properties within Three Hundred (300) feet, as well as existing roadways, if any, within Three Hundred (300) feet.

OWNER / AGENT CERTIFICATE:

This is to certify that I am the owner / agent of subject lands described above in the Application for Rezoning, and that all information supplied herein is true and correct to the best of my knowledge. By signing this application, owner / agent specifically agrees to allow access to described property at reasonable times by Town personnel for the purpose of verification of information provided by owner / agent.

Signature of owner/agent: Nicolas Aizenstat
me this 3rd day of March, 2020, by Nicolas Aizenstat

Sworn to and subscribed before

State of Virginia; County of Fairfax;

☐ He/She is personally known to me, or

☒ He/She has presented Argentina Passport

as identification.

Signature of Notary Public: Jennifer L. Facen-Vaughn Type or Print Name Jennifer L. Facen-Vaughn
Notarized online using audio-video communication

Non-administrative cost shall be defined as follows: (a) Town Planner's fee; (b) Town Engineer's fee; (c) Postage and other mailing expenses; (d) copying expenses; (e) Newspaper advertising expenses; (f) title search and/or abstracting expenses; (g) Legal fees

FOR STAFF USE ONLY

Hearing Officer

Date: _____ () Approved () Denied () Approved with conditions

Town Commission

Date: _____ () Approved Ordinance No. _____
() Denied () Approved with conditions

Last Revised 10/09/2003

DOCUMENT CONTAINS COLORIBRICK PATTERNED BACKGROUND OF WHITE PAPER MICRO PRINT SIGNATURE ELEMENTS TO PREVENT COUNTERFEITING. PRINTED HOUSEHOLD SECURITY LINES ON REVERSE.

ELITE INTERNATIONAL REALTY
ESCROW ACCOUNT
 16139 BISCAYNE BLVD.
 AVENTURA, FL 33160
 805-840-8811

OCEAN BANK
 760 NW 42ND AVE.
 MIAMI, FL 33160
 83-189/660

7988

DATE **2-26-2020**

PAY TO THE ORDER OF **Town of Pembroke Park**

7,500

DOLLARS

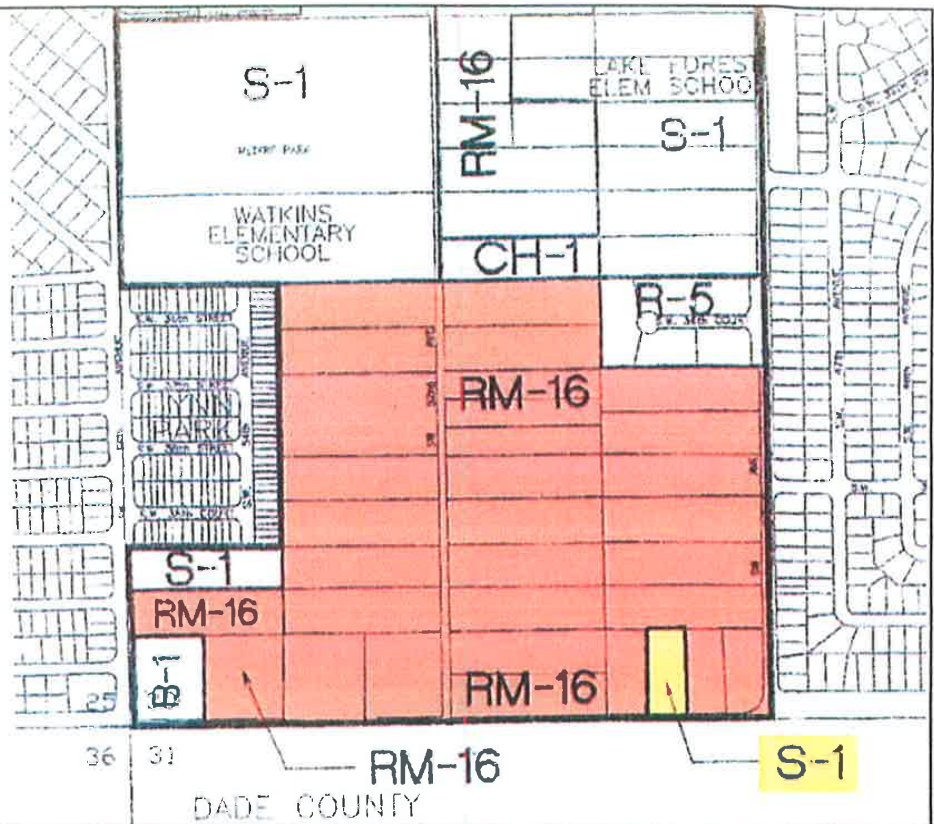
Seven Thousand Five hundred Dollars 00/100

MEMO **Regoning fees - land 500 41 St. Pembroke Park To Rep...**

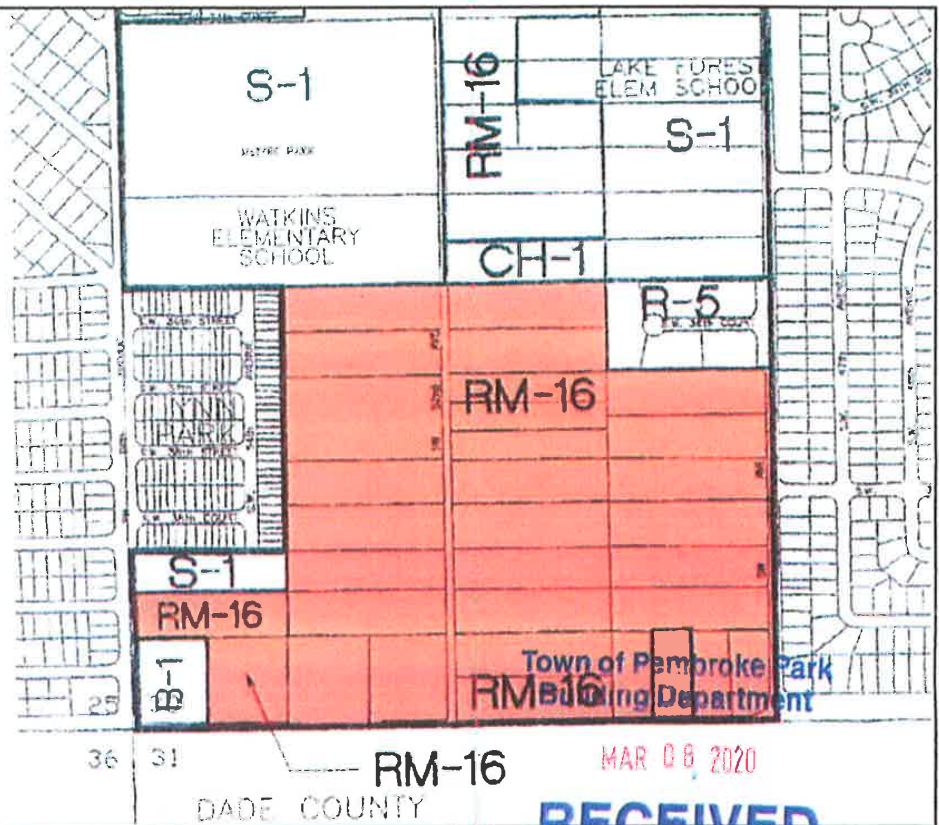
AUTHORIZED SIGNATURE

⑈007933⑈ ⑆066011392⑆ 2579268205⑈

**PRESENT
ZONING**



**REQUESTED
ZONING**





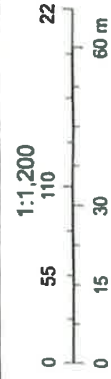
Property Id: 514230130170

**Please see map disclaimer



March 19, 2020

12



Flight Date Jan 2 to Jan 28, 2019 Broward County Proper

3/19/2020

SW 41 STREET



MARTY KIAR
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	SW 41 STREET, PEMBROKE PARK FL 33023	ID #	5142 30 13 0170
Property Owner	COUNTY LINE RESIDENCES LLC	Millage	0613
Mailing Address	2980 POINT EAST DR #D101 AVENTURA FL 33160-2642	Use	00
Abbr Legal Description	HOLLYWOOD RIDGE FARMS 2-16 MISC LOT 20 E		

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

Property Assessment Values								
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax			
2020	\$90,540		\$90,540	\$90,540				
2019	\$90,540		\$90,540	\$90,540	\$1,976.85			
2018	\$90,540		\$90,540	\$83,280	\$1,839.26			
2020 Exemptions and Taxable Values by Taxing Authority								
	County	School Board		Municipal	Independent			
Just Value	\$90,540	\$90,540		\$90,540	\$90,540			
Portability	0	0		0	0			
Assessed/SOH	\$90,540	\$90,540		\$90,540	\$90,540			
Homestead	0	0		0	0			
Add. Homestead	0	0		0	0			
Wid/Vet/Dis	0	0		0	0			
Senior	0	0		0	0			
Exempt Type	0	0		0	0			
Taxable	\$90,540	\$90,540		\$90,540	\$90,540			
Sales History				Land Calculations				
Date	Type	Price	Book/Page or CIN	Price	Factor	Type		
3/19/2015	SWD-D	\$75,800	112933210	\$2.00	45,272	SF		
12/12/2007	WD-Q	\$550,000	44963 / 858					
10/27/2006	WD	\$375,000	43036 / 1907					
12/30/1994	WD	\$67,500	23034 / 951					
6/1/1986	WD	\$115,000	13475 / 633	Adj. Bldg. S.F.				
Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc

1722 TAXES
180

