



BROWARD OFFICE OF THE INSPECTOR GENERAL

MEMORANDUM

To: Honorable Tamara James, Mayor, City of Dania Beach,
and Members, City of Dania Beach City Commission

From: John W. Scott, Inspector General 

Date: November 3, 2022

Subject: **OIG Final Report Re: *Dania Beach Public Works Utilities Manager Misused His Position to Rig Procurements and Benefit Himself and Another, Ref. OIG 19-009-M***

Attached please find the final report of the Broward Office of the Inspector General (OIG) regarding the above-captioned matter. The OIG substantiated the allegations that former City of Dania Beach public works department utilities manager Jose Urtecho was receiving kickbacks from city vendors. The OIG found that Mr. Urtecho committed state ethics misconduct when he corruptly used his public position to rig city purchases from certain city vendors and requested and accepted from those vendors special benefits or gifts for himself and his girlfriend.

The investigation uncovered Mr. Urtecho's manipulations in 2018 and 2019 to give city work or payment to vendors who, at his suggestion and in return for getting city work or payment, provided money and free services to him and work for his girlfriend. Mr. Urtecho perpetuated his scheme by directing subordinate employees to pay these vendors with their city-issued purchasing cards (p-cards), since the city had suspended and banned him in 2015 from using his own p-card for violating the city's purchasing policy. Although we found that Mr. Urtecho's employees were not aware of his scheme, some of them saw red flags in his procurements but did not say anything for fear of retaliation from him, their manager. Thus, Mr. Urtecho was free to choose vendors that would provide personal benefits to him.

First, the OIG determined that Mr. Urtecho informed an exterminating vendor, AAA Assassin Enterprises, LLC, of the price to beat to win the city's pest control contract and then submitted AAA Assassin's bid with two lower, fabricated quotes to justify AAA Assassin's selection. In return, and at Mr. Urtecho's suggestion, AAA Assassin provided Mr. Urtecho's girlfriend with a job typing its invoices to the city for \$50.00 to \$100.00 per invoice and paid Mr. Urtecho personal benefits or gifts of money and discounted services, which included a \$500.00 check, termite treatment at his residence discounted by approximately \$850.00, and approximately \$300.00 to \$400.00 in free rodent bait and pest control chemicals.

John W. Scott, *Inspector General*

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Second, the investigation found that, for one project, Mr. Urtecho obtained and submitted a winning quote from Professional Garage Rollings Doors, Inc. (PGRD) for a garage door at a city fire house, knowing that it was lower than two previously submitted quotes and knowing that it did not meet specifications. For another project, after PGRD submitted its own quote, Mr. Urtecho had PGRD submit two other vendors' quotes for four garage door motors, which ensured that PGRD was the lowest bidder. PGRD's owner emailed the invoices to Mr. Urtecho's wife, and she then forwarded them to Mr. Urtecho. The OIG determined that those two quotes were fabricated. We also determined that PGRD and another city vendor, Decota Construction, Inc., at Mr. Urtecho's suggestion, provided Mr. Urtecho with the personal benefit or gain of a garage door repair at his residence worth at least \$250.00.

Third, the investigation established that Mr. Urtecho violated city policy when he split the city's payments for the procurement of fences to award work to D & R Fencing Corp., and, in exchange, D & R Fencing provided Mr. Urtecho with the personal benefit or gift of a new fence at his residence at a discounted price by approximately \$2,500.00.

Mr. Urtecho corruptly used his public position as the city's public works utilities manager to procure business the city paid for while he reaped personal benefits or gifts for himself and his girlfriend. He understood the wrongfulness of his actions when he repeatedly and surreptitiously violated written city policies that governed procurements and the use of p-cards for the purpose of benefiting himself or another, which he directly solicited from vendors he could and did favor. Additionally, as a member of the city's pension board, Mr. Urtecho was subject to heightened state gift laws regulating public officials, including the prohibition against accepting a gift valued at over \$100.00 from a vendor to his agency.

The OIG is encouraged by the city's response, which reported several steps it has taken to improve its procurement process. Additionally, the city reported that, out of an abundance of caution, it is suspending business with the vendors mentioned in this report. We appreciate the city's commitment to ensuring that its staff adhere to the city's procurement process going forward.

In accordance with our charter mandate, we are referring this matter to the Florida Commission on Ethics for whatever action that agency deems appropriate.

Attachment

cc: Hon. Beam Furr, Broward County Board of County Commissioners
Eve A. Boutsis, City Attorney
Ana M. Garcia, City Manager

BROWARD OFFICE OF THE INSPECTOR GENERAL



FINAL REPORT

OIG 19-009-M
November 3, 2022

*Dania Beach Public Works Utilities Manager Misused His Position to
Rig Procurements and Benefit Himself and Another*



BROWARD OFFICE OF THE INSPECTOR GENERAL

FINAL REPORT RE: *DANIA BEACH PUBLIC WORKS UTILITIES MANAGER MISUSED HIS POSITION TO RIG PROCUREMENTS AND BENEFIT HIMSELF AND ANOTHER*

SUMMARY

The Broward Office of the Inspector General (OIG) has concluded its investigation into several allegations against City of Dania Beach public works department utilities manager Jose Urtecho, including that he was receiving kickbacks from city vendors. The OIG substantiated this allegation and found that Mr. Urtecho committed state ethics misconduct¹ when he corruptly used his public position to rig city purchases from certain city vendors and requested and accepted from those vendors special benefits or gifts for himself and his girlfriend.

The investigation uncovered Mr. Urtecho's manipulations in 2018 and 2019 to give city work or payment to vendors who, at Mr. Urtecho's suggestion and in return for getting city work or payment, provided money and free services to Mr. Urtecho and work for Mr. Urtecho's girlfriend. To perpetuate his scheme, Mr. Urtecho directed subordinate employees to pay these vendors with their city-issued purchasing cards (p-cards), as the city had suspended and then banned him in 2015 from using his own p-card for violating the city's purchasing policy. Although we found that Mr. Urtecho's employees were not aware of his scheme, some of them saw red flags in his procurements but did as they were told because they feared retaliation from him, their manager. Thus, Mr. Urtecho was free to choose vendors that would provide personal benefits to him.

The OIG found that, from January 2016 to June 2019, the city paid a total of \$429,420.80 to the four vendors discussed in this report.

First, the investigation determined that Mr. Urtecho informed AAA Assassin Enterprises LLC of the price to beat to successfully bid for the city's pest control contract and then submitted AAA Assassin's bid with two lower, fabricated quotes to justify AAA Assassin's selection. In return, and at Mr. Urtecho's suggestion, AAA Assassin provided Mr. Urtecho's girlfriend with an arrangement to type its invoices to the city for \$50.00 to \$100.00 per invoice and paid Mr. Urtecho personal benefits or gifts of money and discounted services including a \$500.00 check, termite treatment at his residence discounted by approximately \$850.00, and approximately \$300.00 to \$400.00 in free rodent bait and pest control chemicals.

Second, the investigation found that, for one project, Mr. Urtecho obtained and submitted a winning quote from Professional Garage Rolling Doors, Inc. (PGRD) for a garage door at a city fire house, knowing that it was lower than two previously submitted quotes and knowing that it did not meet specifications. For

¹ Misconduct is "any violation of the state or federal constitution, any state or federal statute or code, any county or municipal ordinance or code; or conduct involving fraud, corruption, or abuse." Broward County Charter Sec. 10.01 A.(2).

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another project, after PGRD submitted its own quote, Mr. Urtecho had PGRD submit two other vendors' quotes for four garage door motors, which ensured that PGRD was the lowest bidder. PGRD's owner submitted the invoices to Mr. Urtecho's wife via email, and she then forwarded them to Mr. Urtecho. The investigation determined that those two quotes were fabricated. We also determined that PGRD and another city vendor, Decota Construction, Inc., at Mr. Urtecho's suggestion, provided Mr. Urtecho with the personal benefit or gift of a garage door repair at his residence worth at least \$250.00, which he accepted but did not pay for.

Third, the investigation established that, in violation of city policy, Mr. Urtecho split the city's payments for the procurement of fences to award work to D & R Fencing Corp. and, in exchange, D & R Fencing provided Mr. Urtecho with the personal benefit or gift of a new fence at his residence at a price discounted by approximately \$2,500.00.

Mr. Urtecho turned his back on the public he was supposed to serve and, instead, served himself. He corruptly used his public position as the city's public works utilities manager to procure business the city paid for while he reaped personal benefits or gifts for himself and his girlfriend. Mr. Urtecho understood the wrongfulness of his actions when he repeatedly and surreptitiously violated written city policies that governed procurements and the use of p-cards for the purpose of benefiting himself or another, which he directly solicited from vendors he could and did favor. Moreover, as a member of the city's pension board, Mr. Urtecho was subject to heightened state gift laws regulating public officials, including the prohibition against accepting a gift valued at over \$100.00 from a vendor to his agency.

In accordance with our charter mandate, considering the misconduct detailed below, we are referring this matter to the Florida Commission on Ethics for whatever action that agency deems appropriate.²

OIG CHARTER AUTHORITY

Section 10.01 of the Charter of Broward County empowers the Broward Office of the Inspector General to investigate misconduct and gross mismanagement within the Charter Government of Broward County and all of its municipalities. This authority extends to all elected and appointed officials, employees and all providers of goods and services to the County and the municipalities. On his own initiative, or based on a signed complaint, the Inspector General shall commence an investigation upon a finding of good cause. As part of any investigation, the Inspector General shall have the power to subpoena witnesses, administer oaths, require the production of documents and records, and audit any program, contract, and the operations of any division of the County, its municipalities, and any providers.

² The OIG does not attempt to establish probable cause for any alleged criminal offense in this report and is not referring this report to the Office of the State Attorney or the Office of the United States Attorney. Local and federal law enforcement authorities also investigated the facts underlying this report, and both prosecutive offices declined to commence a prosecution. We note that the OIG's findings herein establish probable cause for civil violations of the state ethics code, whereas prosecuting agencies are required to prove their criminal cases—that involve significantly different elements—beyond a reasonable doubt. The burden to prove a case beyond a reasonable doubt is also significantly higher than clear and convincing evidence, the burden applicable in state commission on ethics proceedings. *Latham v. Florida Comm'n on Ethics*, 694 So. 2d 83 (1st DCA 1997).

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The Broward Office of the Inspector General is also empowered to issue reports, including recommendations, and to require officials to provide reports regarding the implementation of those recommendations.

ENTITIES AND INDIVIDUALS COVERED IN THIS REPORT

Jose Urtecho

Mr. Urtecho started working for the city on February 12, 1990. His last assigned position was the public works department utilities manager. He served briefly as the acting director of public works from February 27, 2019, to April 6, 2019. The city placed Mr. Urtecho on suspended status on April 6, 2019, and terminated him for cause on May 31, 2019. While working for the city, on July 22, 2016, he was appointed to serve as a member of the city's general employees pension board for the term of June 21, 2016, through June 21, 2019 (Exhibit 1) and did serve on the pension board until the city terminated his employment. Accordingly, he filed CE Forms 1 Statements of Financial Interest. (Composite Exhibit 2)

AAA Assassin Enterprises LLC

AAA Assassin is a Florida limited liability company that provided pest control services to the city from approximately August 2018 through May 2019. The owner and sole managing member of AAA Assassin is Richard Pellegrini.

D & R Fencing Corp.

D & R Fencing is a Florida corporation that has provided fencing services to the city since 2017. The president of D & R Fencing is David D. Sain, Jr.

Decota Construction, Inc.

Decota Construction is a Florida corporation that has provided general contracting services to the city since at least 2016. The president and owner of Decota Construction is Hossein Jafarmadar, Sr., also known as Joe Decota. Mr. Decota is also the president and owner of Decota Group, Inc.

Professional Garage Rolling Doors, Inc. (PGRD)

PGRD is a Florida corporation that provided garage door services to the city in 2018. Fidel Torres is the company's secretary and vice president.

RELEVANT GOVERNING AUTHORITY

Florida Statutes (2018)

**Chapter 112 PUBLIC OFFICERS AND EMPLOYEES:
Part III CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES**

Section 112.312 Definitions. -

As used in this part . . . , unless the context otherwise requires . . .

(2) “Agency” means any state, regional, county, local, or municipal government entity of this state, whether executive, judicial, or legislative; any department, division, bureau, commission, authority, or political subdivision of this state therein . . .

(7) “Commission” means the Commission on Ethics created by s. 112.320 or any successor to which its duties are transferred. . . .

(9) “Corruptly” means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of a public servant which is inconsistent with the proper performance of his or her public duties. . . .

(12)(a) “Gift,” for purposes of ethics in government and financial disclosure required by law, means that which is accepted by a donee or by another on the donee’s behalf, or that which is paid or given to another for or on behalf of a donee, directly, indirectly, or in trust for the donee’s benefit or by any other means, for which equal or greater consideration is not given within 90 days, including: . . .

3. Tangible or intangible personal property. . . .

5. A preferential rate or terms on a debt, loan, goods, or services, which rate is below the customary rate and is not either a government rate available to all other similarly situated government employees or officials or a rate which is available to similarly situated members of the public by virtue of occupation, affiliation, age, religion, sex, or national origin.

6. Forgiveness of an indebtedness. . . .

12. Services provided by persons pursuant to a professional license or certificate.

13. Other personal services for which a fee is normally charged by the person providing the services.

14. Any other similar service or thing having an attributable value not already provided for in this section. . . .

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(c) For the purposes of paragraph (a), “intangible personal property” means property as defined in s. 192.001(11)(b).³

(d) For the purposes of paragraph (a), the term “consideration” does not include a promise to pay or otherwise provide something of value unless the promise is in writing and enforceable through the courts. . . .

Section 112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys. - . . .

(2) SOLICITATION OR ACCEPTANCE OF GIFTS.—No public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby. . . .

(6) MISUSE OF PUBLIC POSITION. – No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. . . .

Section 112.3145 Disclosure of financial interests and clients represented before agencies.—

(1) For purposes of this section, unless the context otherwise requires, the term:

(a) “Local officer” means: . . .

2. Any appointed member of any of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision of the state: . . .

e. A pension board or retirement board having the power to invest pension or retirement funds or the power to make a binding determination of one’s entitlement to or amount of a pension or other retirement benefit . . .

(2) . . .

(b) Each . . . local officer . . . shall file a statement of financial interests no later than July 1 of each year. Each . . . local officer . . . shall file a final statement of financial interests within 60 days after leaving his or her public position for the period between January 1 of the year in which the person leaves and the last day of office or employment . . .

³ Section 192.001(11)(b) defines intangible personal property to include money.

(c) . . . Local officers shall file their statements of financial interests with the supervisor of elections of the county in which they permanently reside. . . .

Section 112.3148 Reporting and prohibited receipt of gifts by individuals filing full or limited public disclosure of financial interests and by procurement employees.— . . .

(2) As used in this section: . . .

(c) “Person” includes individuals, firms, associations, joint ventures, partnerships, . . . corporations, and all other groups or combinations.

(d) “Reporting individual” means any individual, including a candidate upon qualifying, who is required by law, pursuant to . . . s. 112.3145, to file full or limited public disclosure of his or her financial interests . . .

(4) A reporting individual . . . or any other person on his or her behalf is prohibited from knowingly accepting, directly or indirectly, a gift from a vendor doing business with the reporting individual’s or procurement employee’s agency, . . . if he or she knows or reasonably believes that the gift has a value in excess of \$100

(5)(a) A vendor doing business with the reporting individual’s . . . agency . . . is prohibited from giving, either directly or indirectly, a gift that has a value in excess of \$100 to the reporting individual . . . or any other person on his or her behalf . . .

(7)(a) The value of a gift provided to a reporting individual or procurement employee shall be determined using actual cost to the donor, less taxes and gratuities, except as otherwise provided in this subsection, and, with respect to personal services provided by the donor, the reasonable and customary charge regularly charged for such service in the community in which the service is provided shall be used. If additional expenses are required as a condition precedent to eligibility of the donor to purchase or provide a gift and such expenses are primarily for the benefit of the donor or are of a charitable nature, such expenses shall not be included in determining the value of the gift.

(b) Compensation provided by the donee to the donor, if provided within 90 days after receipt of the gift, shall be deducted from the value of the gift in determining the value of the gift. . . .

(i) Except as otherwise specified in this section, a gift shall be valued on a per occurrence basis. . . .

Section 112.322 Duties and powers of commission.— . . .

(9) The commission is authorized to make such rules not inconsistent with law as are necessary to carry out the duties and authority conferred upon the commission by s. 8, Art. II of the State Constitution or by this part. Such rules shall be limited to: . . .

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(b) Rules interpreting the disclosures and prohibitions established by s. 8, Art. II of the State Constitution and by this part.

Florida Commission on Ethics Rules

Chapter No. 34-13 GIFTS AND HONORARIA . . .

Rule 34-13.210 General Definition of “Gift.”

(1) . . .

(a) Where the donee has used his official position to render services on behalf of his public agency, such services will not constitute any part of the consideration in determining whether a gift from a person or entity other than the donee’s public agency has been received. . . .

City of Dania Beach Administrative Policies

Purchasing Policy . . .

IV. Purchase Procedures . . .

D. Quotes – versus – Bid Requirements

Generally:

Below \$2,500 – no quotes required (use of Department’s best judgment);
\$2,501 - \$5,000 – three (3) verbal quotes required;
\$5,001 - \$25,000 – three (3) written quotes required;
Above \$25,000 – formal bid required

1. Quotes:

All purchases should be of a quality to suit the intended purpose at the least expense. **Three verbal quotes** must be obtained for any purchases between **\$2,500 and \$5,000**. The “City Quote” form, which is located on the DB Intranet, must be filled out and submitted to the Purchasing Contracts Coordinator in Finance with the department Requisition and will be attached to the Purchase Order.

Three written quotes must be obtained for any purchase between **\$5,001 and \$25,000** unless waived in writing by the Finance Director. The Purchasing Contracts Coordinator has the option of using the vendor selected by the department or may choose another based on lower price, etc. If an alternative vendor is available and more appropriate, the

Purchasing Coordinator will seek the requesting department's approval to substitute the alternate. . . .

Procurement Card Policy . . .

2. Definitions ...

Split Purchase – An intentional processing of multiple transactions for one item or for a single order with the express intent of circumventing [P-card] dollar thresholds. ...

3. Code of Conduct

3.1 Overview ...

Purchase Limits – All transaction purchase limits will be adhered to and any splitting of transactions to avoid authorized limits is strictly prohibited. ...

9. Limits and Restrictions

9.1 Spending Limits

9.1.1 Spending limits are determined by the Department Head within established guidelines. Each [P-card] is tailored to the needs of the cardholder. The card limit controls are as follows:

- ✓ Single Purchase Limit (SPL) – Not to exceed the cardholder's approved SPL of \$2,500
- ✓ Monthly Purchase Limit – Not to exceed the cardholder's approved limit (not to exceed \$10,000) ...

13. Recordkeeping

13.1 Receipt of Goods and Services ...

13.1.2 All charges on the card require an original receipt from the vendor as support for the transaction. If the charge is invoiced to the cardholder, then it should be sent directly to the cardholder's department.

13.1.3 Receipts must include at a minimum: 1) vendor name 2) amount 3) date of transaction 4) description of the items purchased. Receipts that do not include this minimum documentation are unacceptable. ...

INVESTIGATION

Investigation Overview

This investigation originated from allegations against Mr. Urtecho that included that he was receiving kickbacks from vendors. The OIG substantiated this allegation and found that Mr. Urtecho committed state ethics misconduct when he corruptly used his public position as the city’s public works utilities manager to rig purchases for certain city vendors and solicited and accepted special benefits or gifts for himself and his girlfriend from those vendors. We additionally found that, as a member of the city’s general employees pension board, Mr. Urtecho violated the prohibition against certain public officials from accepting gifts from their agency’s vendors valued at more than \$100.00.

In June 2019, the OIG sought certain city records as part of the investigation. Our preliminary review of these records identified various red flags in the procurement and in the billing for services from a pest control vendor. Our further review revealed other questionable activity by Mr. Urtecho involving garage door and fencing vendors. Specifically, the investigation uncovered a scheme by Mr. Urtecho where he rigged procurements to award city work to vendors who, in return, provided personal benefits or gifts to Mr. Urtecho and to his girlfriend. To perpetuate his scheme, Mr. Urtecho used his subordinate employees to make payments to these vendors via their city-issued p-cards, as Mr. Urtecho’s own p-card had been permanently revoked because he had not followed city policy.

The investigation involved the review of substantial documentation including, but not limited to, emails, correspondence, personnel records, bank records, city financial records, invoices, checks, payment vouchers, quotes, p-card transactions, and open-source information. The OIG also conducted interviews of city employees and vendor representatives.

State Code of Ethics for Public Officers and Employees

Florida’s public officers and employees, including those of the state’s municipalities, are subject to the state ethics code, which is found at Chapter 112, Part III, of the Florida Statutes.

These laws, which provide for penalties that include civil penalties of up to \$10,000.00, public censure and reprimand, and restitution of any pecuniary benefits,⁴ are intended to reveal, manage, or prohibit potential or actual conflicts of interest between a public servant’s private interests and his public duties. Among these laws are the following:

- *misuse of position*, the prohibition against any public employee from “corruptly” using his official position or any resource in his trust or performing his official duties to secure a special privilege or benefit for himself or another.⁵ The definition of “corruptly” requires a wrongful intent and the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or

⁴ Section 112.317(1), Florida Statutes.

⁵ Section 112.313(6), Florida Statutes.

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omission of a public servant which is inconsistent with the proper performance of his or her public duties;⁶

- *solicitation or acceptance of anything of value*, the prohibition against any public employee from soliciting or accepting anything of value, including a gift, favor, or service, based on an understanding that the thing of value will influence his official action or judgment;⁷ and
- *acceptance of a vendor's gift valued over \$100*, the prohibition against any reporting individual from knowingly accepting, directly or indirectly, a gift from a vendor doing business with the reporting individual's agency that the reporting individual reasonably believes has a value in excess of \$100.00.⁸ Reporting individuals are defined to include an appointed member of any municipal pension board or retirement board having the power to invest pension or retirement funds or make binding determinations of entitlement to or of the amount of retirement benefits.^{9, 10}

In addition to the state ethics code applying to public officials and employees, some of these laws apply to certain other persons. Relevant to the facts reported here, the law prohibits a vendor doing business with a reporting individual's agency from directly or indirectly giving a gift to a reporting individual or any other person on his behalf that has a value in excess of \$100.00.¹¹

The City's Purchasing and P-card Policies, and Mr. Urtecho's Violation of Them

During the relevant time period, the city's purchasing policy gave department heads the discretion to approve single purchases of up to \$2,500.00. Purchases from \$2,501.00 to \$5,000.00 required three verbal quotes, purchases between \$5,001.00 and \$25,000.00 required three written quotes, and all purchases greater than \$25,000.00 required a formal bid process. (Exhibit 3) The Public Services Office Manager explained that when the city procured goods or services requiring comparative quotes, department managers obtained them from three different vendors. Once a decision was made about which vendor the city was awarding the contract, the employee making the purchase signed the paperwork. The vendors did not need to sign the verbal or written quotes at the time of submission; however, the winning vendor was required to sign the verbal or written quote once the contract was awarded. The three quotes would be attached to a memorandum sent to the city's finance director and the city manager for approval. Only the city manager could sign the final contract. The Public Services Office Manager then entered the completed information into the system and created a purchase order.

The city also had a p-card policy that stated that single purchases were limited to \$2,500.00 and that cardholders may not split purchases to circumvent the requirement to process a purchase order. Additionally, cardholders were responsible for obtaining an original receipt from the vendor as support for

⁶ Section 112.312(9), Florida Statutes.

⁷ Section 112.313(2), Florida Statutes.

⁸ Section 112.3148(4), Florida Statutes.

⁹ Section 112.3145(1)(a), Florida Statutes.

¹⁰ The city's general employees pension board has the power to invest pension or retirement funds. Section 18-29.10, Dania Beach City Code.

¹¹ Section 112.3148(5)(a), Florida Statutes.

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the transaction. The policy required receipts to include the vendor's name, amount, date of transaction, and description of the items purchased. (Exhibit 4) Prior to the city issuing p-cards to users, it provided a form for them to acknowledge the rules. (Exhibit 4, p. 27)

On November 6, 2014, the city's purchasing accountant wrote a memo detailing her review of Mr. Urtecho's June and July p-card statements. During her review, she found that Mr. Urtecho split purchases to stay within the single \$2,500.00 purchase limit. Specifically, she wrote,

Jose has been repeatedly notified that these kinds of "split purchases" were not allowed and he was also aware that there was a purchase order on file . . . in the amount of \$10,000 to make purchases from this vendor. Because we were unable to instill in this cardholder the seriousness of complying with the City's policy and the cardholder's continuous abuse of the policy, Finance recommends temporary suspension of the cardholder's p-card.

(Exhibit 5) On November 14, 2014, the city temporarily suspended Mr. Urtecho's p-card for three months. (Exhibit 6, p. 2)

Then, on October 15, 2015, the Former Finance Director wrote a memo regarding her review of Mr. Urtecho's and the Former Sewer Mechanic's September 2015 p-card statements. (Exhibit 6) The Former Finance Director found that, yet again, Mr. Urtecho made an unauthorized split purchase. Furthermore, Mr. Urtecho gave his p-card to another employee and directed him to use it to pay for a purchase. Because Mr. Urtecho had been repeatedly notified that split purchases were not allowed and because he was previously disciplined for the same action, the city permanently revoked his p-card privileges.

A P-Card Purchase That Mr. Urtecho Directed Raised a Red Flag and Resulted in His Termination

In the spring of 2019, more than three years after the city permanently revoked Mr. Urtecho's p-card, the city's senior accountant was conducting a monthly p-card batch review when she noticed a p-card charge that was lacking appropriate backup documentation. The charge was made from Facilities Maintenance Technician 1's p-card to AAA Assassin. The only back up documentation she received was a charge receipt from AAA Assassin in the amount of \$1,800.00.¹² (Exhibit 7) This led her to contact the Public Services Office Manager to seek the missing documentation.

Once the Public Services Office Manager requested the backup from Mr. Urtecho, he asked his wife to create an invoice for the payment. Specifically, on March 26, 2019, Mr. Urtecho sent his wife a city email that included a scanned copy of a blank AAA Assassin invoice template.¹³ (Exhibit 8) Then, on April 1, 2019, his wife sent him back a typed invoice for \$1,800.00 dated February 28, 2019. (Exhibit 9) Finally, on

¹² Mr. Urtecho approved the \$1,800.00 receipt on March 5, 2019.

¹³ The Former Finance Director identified the sending city email address as that of the scanner in the public services area.

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April 4, 2019, Mr. Urtecho forwarded this email to the Public Services Office Manager as the backup for Facilities Maintenance Technician 1's \$1,800.00 p-card payment to AAA Assassin.¹⁴ (Exhibit 11)

When the senior accountant saw that Mr. Urtecho's wife provided the invoice for payment, she immediately alerted the city's controller, who then notified the Former Finance Director. The Former Finance Director thought this was "strange," especially because Mr. Urtecho's p-card privileges had been revoked for not following the rules. She thought this was likely the reason why a p-card issued to one of Mr. Urtecho's employees was used to pay for the pest control services instead of Mr. Urtecho's.

The city investigated the circumstances and subsequently terminated Mr. Urtecho for cause effective May 31, 2019, via a Notice of Dismissal letter. The letter informed Mr. Urtecho that the city had reviewed information on his office computer that revealed "documents and communications that violate[d] City rules of conduct including the City's computer, email and internet use policies, and the City's ethics code." The letter went on to say that Mr. Urtecho's conduct "reflect[ed] misuse of City resources, extreme errors in judgment, and call[ed] into question the level of integrity expected of you as a long term Manager, City employee and public servant." (Exhibit 12)

The OIG obtained documentation from the city that raised other red flags that warranted further investigation. Indeed, we uncovered further, repeated misconduct, including that Mr. Urtecho received a \$500.00 kickback from this particular purchase, as we describe in further detail in the section below titled, "*1. AAA Assassin Paid Mr. Urtecho At Least \$500.00.*"

Mr. Urtecho Rigged the City's Procurement of Pest Control Services from AAA Assassin and Requested or Received Benefits or Gifts from AAA Assassin for Himself and His Girlfriend

Our investigation uncovered details surrounding the city's procurement of pest control services in 2018 and 2019 and concluded that Mr. Urtecho used his public position to rig those services.

The OIG found that Mr. Urtecho manipulated the city's award of a contract to AAA Assassin and then arranged for the city to pay for additional work from the vendor. In all, between August 2018 and May 2019, the city paid AAA Assassin \$11,535.00 for city pest control services. In turn, AAA Assassin paid Mr. Urtecho's girlfriend \$50.00 to \$100.00 for each AAA Assassin invoice to the city that she typed up, and it paid Mr. Urtecho money, discounted services, and free supplies worth at least \$1,900.00.

¹⁴ In an interview during the OIG investigation, Mr. Pellegrini, the owner of AAA Assassin, denied ever seeing this invoice for \$1,800.00. He said he neither produced it nor worked with Mr. Urtecho's wife to produce it or any AAA Assassin invoice. Furthermore, according to Mr. Pellegrini, this typed invoice described monthly pest control services and not the re-baiting job that he said he did. Notably, Mr. Pellegrini invoiced the same re-baiting job back in October 2018, about four months earlier, for only \$500.00. (Exhibit 10)

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Mr. Urtecho Informed AAA Assassin of the Price to Beat to Successfully Bid for the Pest Control Contract and Submitted Two Lower, Fabricated Quotes to Justify AAA Assassin's Selection

The city had contracted with Forever Gone Pest Control for pest control services from April 1, 2016, to March 31, 2018, with a temporary extension through September 30, 2018.

The Public Services Office Manager told the Forever Gone Co-owner that the city wanted to continue using Forever Gone following the expiration of its contract and asked him to submit a contract extension for an additional two years. She told investigators it was normal for the city to extend a contract with a vendor when it did not have any problems with the vendor, which was what she thought would occur with Forever Gone. Once she received that extension, she would send it to the finance department and upper management for approval. (Exhibit 13) She said she liked working with Forever Gone and did not know of any complaints within the city about their work. While the Public Services Office Manager was working on the contract renewal, something happened that caused Mr. Urtecho to want to change vendors "all of a sudden."

The Public Services Office Manager thought "the whole thing was weird" and "seemed off." Mr. Urtecho told her that he wanted to go with a new pest control vendor, AAA Assassin, because they treated for termites at a lower cost. Mr. Urtecho also told her that AAA Assassin provided more services and that Forever Gone did not treat for termites, although she recalled that Forever Gone had tented for termites at the city's Swanson House. She never questioned Mr. Urtecho about this because he was the manager, and she believed he had the power of his position not to use Forever Gone.

In the late summer or early fall of 2018, the public services director and Mr. Urtecho told the Former Finance Director that they were having trouble with Forever Gone. Then, on September 13, 2018, the public services director and Mr. Urtecho sent a memorandum to the city manager requesting the approval of an agreement with AAA Assassin for the pest control contract, as AAA Assassin was the lowest bidder. (Exhibit 14) In September 2018, after Forever Gone submitted the extension, the Public Services Office Manager had to advise the Forever Gone Co-owner that this would be their last month of service for the city. The co-owner did not know why the city did not renew the contract.

Per the city's bid policy, three "quotes" were attached to the September 13, 2018, memorandum as follows: (1) AAA Assassin for \$685.00 per month, (2) Forever Gone for \$748.00 per month, and (3) Price Termite & Pest Control¹⁵ for \$895.00 per month. (Exhibit 14)

The OIG found that the Forever Gone "quote" of \$748.00 per month was not a quote at all; rather, it was the then-existing contract between Forever Gone and the city. (Exhibit 14, pp. 5-11; Exhibit 15) According to its co-owner, at the time that Forever Gone's contract with the city was ending, it did not submit any new quote or proposal, and it never participated in any bid process for the new pest control contract.

¹⁵ The memorandum listed the third quote as "Planet Roofing Co. \$895.00 per month," however, the quote attached to the memorandum stated "Price Termite & Pest Control" on the letterhead.

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Just as Forever Gone did not submit the “quote” attached to the memorandum, the OIG found that Price Termite did not submit a quote, either. The Price Termite “quote” was not signed, contained letterhead that appeared pasted on, and looked almost identical to the AAA Assassin quote, including identical spelling errors. (Exhibit 14, pp. 3-4; Exhibit 16) OIG Figures 1 and 2 below display the Price Termite “quote” and the AAA Assassin proposal.



City of Dania Beach – Pest Control Proposal

Contractor shall perform pest control services and provide all of the supplies, materials, labor, and equipment necessary for the City of Dania Beach at the following locations.

1. Public Services Building - 1201 Stirling Road, Dania Beach, FL 33004
 - Monthly pest control, interior sprays done every other month which includes all offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building done on the alternate months.
 - Cost per month \$ 125.00.
2. Water Plant - 1201 Stirling Road, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building done on the alternate months.
 - Cost per month \$ 50.00.
3. SW Community Center – 230 SW 12th Ave, Dania Beach, FL 33004
 - Bi-monthly spray (every other month) interior & exterior spray of building.
 - Cost every other month \$ 45.00.
4. CW Thomas Park – 100 NW 8th Ave, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all areas, offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building and around entrance ways and windows on alternate months.
 - Cost per month \$ 45.00.
5. Nyburg Swanson House – 102 W. Dania Beach Blvd. Dania Beach, FL 33004
 - Monthly pest control interior & exterior spray of building.
 - Cost per month \$ 45.00.
6. IT Parker Community Center – 901 NE 3rd Street, Dania Beach, FL 33004
 - Monthly pest control interior spray of kitchens, offices, offices, restrooms, and common areas. Exterior spot spraying of entrance ways and around windows.
 - Cost per month \$ 45.00.

7. Dania Beach Pier – 85 North Beach Road, Dania Beach, FL 33004
 - Monthly interior spray of bait and tackle shop and restrooms.
 - Cost per month \$ 45.00.
8. City Hall – 100 W. Dania Beach Blvd. Dania Beach, FL 33004
 - Monthly pest control interior spray of all offices, hallways, restrooms, break room, common areas and entrance ways.
 - Cost per month \$ 90.00.
9. City Hall – 100 W. Dania Beach Blvd. Dania Beach, FL 33004
 - Rodent control: Inspect and treat rodent devices around city hall building monthly.
 - Cost per month \$ 90.00.
10. Frost Park – 300 NE 2nd Street, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all offices, kitchens, restrooms, and common areas.
 - Exterior perimeter spray of building and entrance ways and windows on alternate months.
 - Cost per month \$ 45.00.
11. PJ Mell Community Center – 2901 SW 52nd Street, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all common areas, offices, storage, kitchens, and restrooms.
 - Exterior perimeter spray of building and entrance ways and windows on alternate months.
 - Cost per month \$ 45.00.
12. Doggie Dive Dock Park – Ravenswood Road, Dania Beach, FL 33004
 - Exterior spray of lawn and common areas at park for fleas and ticks. Need to stay 5 feet away from water when spraying.
 - Cost per month \$ 75.00.
13. Percious Paws Dog Park – 2901 SW 52nd Street, Dania Beach, FL 33004
 - Exterior spray of lawn and shrubs, common areas, for fleas and ticks at park.
 - Cost per month \$ 150.00.

Monthly fee for all locations listed above will be paid as compensation for the services provided by Price Termite and Pest Control in the amount of: \$ 895.00 per month.

Sign _____ Date _____

Print _____

OIG Figure 1: Price Termite “quote” (Exhibit 14, pp. 12-13; Exhibit 16).

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AAA Assassin Enterprises, LLC
Post Office Box 1507
Dania Beach, Florida 33004
Telephone 954-226-6335

City of Dania Beach — Pest Control Proposal

Contractor shall perform pest control services and provide all of the supplies, materials, labor, and equipment necessary for the City of Dania Beach at the following locations.

1. Public Services Building 1201 Stirling Road, Dania Beach, FL 33004
-Monthly pest control, interior sprays done every other month which includes all offices, kitchens, restrooms, storage, and common areas.
-Exterior perimeter spray of building done on the alternate months.
Cost per month \$55
2. Water Plant - 1201 Stirling Road, Dania Beach, FL 33004
-Monthly pest control, interior spray done every other month which includes all offices, kitchens, restrooms, storage, and common areas.
-Exterior perimeter spray of building done on the alternate months.
Cost per month \$55
3. SW Community Center - 230 SW 12th Ave, Dania Beach, FL 33004
-Bi-monthly spray (every other month) interior & exterior spray of building.
Cost every other month \$45
4. CW Thomas Park -100 NW 8th Ave, Dania Beach, FL 33004
-Monthly pest control, interior spray done every other month which includes all areas, offices, kitchens, restrooms, storage, and common areas.
-Exterior perimeter spray of building and around entrance ways and windows on alternate months.
Cost per month \$45
5. Nyburg Swanson House — 102 W. Dania Beach Blvd. Dania Beach, FL 33004
-Monthly pest control interior & exterior spray of building.
Cost per month \$45
6. IT Parker Community Center — 901 NE 3rd Street, Dania Beach, FL 33004
-Monthly pest control interior spray of kitchens, offices, offices, restrooms, and common area
Exterior spot spraying of entrance ways and around windows. .
Cost per month \$45

7. Dania Beach Pier- 85 North Beach road, Dania Beach, FL 33004
Monthly interior spray of bait and tackle shop and tackle shop and restrooms.
Cost per month \$45
8. City Hall – 100 W. Dania Beach Blvd., Dania Beach, FL 33004
Monthly pest control interior spray of all offices, hallways, restrooms, break room, common areas and entrance ways.
Cost per month \$65
9. City Hall – 100 W. Dania Beach Blvd., Dania Beach, FL 33004
Rodent control: Inspect and treat rodent devices around city hall building monthly.
Cost per month \$45
10. Frost Park – 300 NE 2nd Street, Dania Beach, FL 33004
Monthly pest control, interior spray done every other month which includes all offices, kitchens, restrooms, and common areas.
Exterior perimeter spray of building and entrance ways and windows on alternate months.
Cost per month \$45
11. PJ Meli Community Center – 2901 SW 52nd Street, Dania Beach, FL 33004
Monthly pest control, interior spray done every other month which includes all common areas, offices, storage, kitchens and restroom.
Exterior perimeter spray of building and entrance ways and windows on alternate months.
Cost per month \$45
12. Doggie Dive Dock Park – Ravenswood Road, Dania Beach, FL 33004
Exterior spray of lawn and common areas at park for fleas and ticks. Need to stay 5 feet away from water when spraying.
Cost per month \$75
13. Percious Paws Dog Park – 2901 SW 52nd Street, Dania Beach, FL 33004
Exterior spray of lawn and shrubs, common areas, for fleas and ticks at park.
Cost per month \$75

Monthly fee for all locations listed above will be paid as compensation for the services provided by AAA Assassin Enterprises in the amount of \$685 per month.

Sign _____ Date _____
Print _____

OIG Figure 2: AAA Assassin quote (Exhibit 14, pp. 3-4; Exhibit 17, pp. 2-3).

A co-owner of Price Termite was the only sales representative for that company from July to November of 2018.¹⁶ According to him, Price Termite never conducted business with Dania Beach and never submitted a bid or a quote to the city. When shown the quote that allegedly originated from Price Termite (Exhibit 14, pp. 12-13; Exhibit 16), he recognized his company’s logo at the top but did not believe the document originated from Price Termite based on the lack of signature from any Price Termite representative and because he never saw the agreement before. During that time, he would have submitted all business contracts himself.

The OIG determined that the AAA Assassin quote was authentic. Mr. Pellegrini, the owner of AAA Assassin, confirmed that the quote he submitted was the proposal he used to bid for the city contract. Mr. Pellegrini explained that he knew Mr. Urtecho from about 25 years ago when Mr. Urtecho had just

¹⁶ Price Termite’s office manager verified that the co-owner was the only company salesman between July of 2018 to November of 2018.

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started working for the city. They were neighbors for about a year and would sometimes hang out, drink, and have barbecues together. Mr. Pellegrini moved to Orlando and lost contact with Mr. Urtecho until he met him again at Grampa's Bakery in August 2018. On the other hand, Mr. Urtecho described meeting Mr. Pellegrini for the first time around July or August of 2018 at Grampa's Bakery. According to Mr. Urtecho, he saw Mr. Pellegrini spraying the bakery property, so he asked the owner about Mr. Pellegrini because he was looking for a quote for a new pest control contract, and the bakery owner set up a meeting between the two.

According to Mr. Pellegrini, at this meeting, Mr. Urtecho disclosed to him what the city was paying its current pest control company by providing him with a copy of Forever Gone's contract, which price was approximately \$700.00 per month.¹⁷ Mr. Pellegrini said that Mr. Urtecho told him that, for the city to award AAA Assassin the pest control contract, he needed to submit a bid at a cost less than that price. He also told Mr. Pellegrini that there would be "a bunch" of future termite jobs for AAA Assassin, including an upcoming job that the fire chief requested. Based on Mr. Urtecho's statements and his disclosure of Forever Gone's "quote," there was no doubt in Mr. Pellegrini's mind that AAA Assassin would win the contract if it beat Forever Gone's price. On August 3, 2018, prior to submitting his proposal, Mr. Urtecho emailed Mr. Pellegrini a template listing the city locations and scope of work. (Exhibit 18) Mr. Pellegrini simply filled in the costs for each facility and submitted the bid at a lower rate—\$685.00 per month. (Exhibit 14, pp. 3-4; Exhibit 17)

Consequently, AAA Assassin won the contract.

Mr. Urtecho told the OIG that he did not obtain the quotes from Forever Gone and Price Termite; rather, he said, he received those two quotes from the Public Services Office Manager. However, the Public Services Office Manager explained that Mr. Urtecho, who was responsible for obtaining the quotes for the new pest control contract, provided her with the three quotes. She did not provide him with any quote from AAA Assassin, Forever Gone, or Price Termite. She only learned that the city was switching vendors from Forever Gone to AAA Assassin when she received the quotes from Mr. Urtecho. According to one of Mr. Urtecho's subordinates, Facilities Maintenance Technician 2, he (Facilities Maintenance Technician 2) would have been responsible for obtaining three quotes from potential pest control vendors, but one day, Mr. Urtecho simply stated to him, "This is the bug guy" and directed him to use AAA Assassin.

The OIG concluded that Mr. Urtecho told AAA Assassin the price to beat and put forth two fabricated quotes to make sure AAA Assassin would have the lowest bid and thus win the contract with the city. As we discuss below, he did so to ensure that he would receive personal benefits from Mr. Pellegrini and AAA Assassin.

The city signed the contract with AAA Assassin on August 24, 2018. (Exhibit 19) The contract term was from October 1, 2018, to October 1, 2019, and the contracted work was for pest control services at 13 city locations. The contract described that interior and exterior work would be performed and billed

¹⁷ Mr. Urtecho denied that he revealed the competing bid prices to Mr. Pellegrini before AAA Assassin submitted its quote to the city.

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monthly for 12 of the 13 locations and that work for one of the 13 locations would be performed and billed every other month. The bottom of the contract showed the monthly amount that AAA Assassin would charge the city was \$685.00.¹⁸

Effective June 1, 2019, the city officially terminated the contract with AAA Assassin.

As seen in OIG Table 1 below, from August 2018 to May 2019, the city paid AAA Assassin a total of \$11,535.00.

OIG Table 1
City Payments to AAA Assassin
August 2018 to May 2019

INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	PAYMENT TYPE ¹⁹	INVOICE DESCRIPTION ²⁰
001	08/25/2018	\$ 1,200.00	P-Card – the Sewer Mechanic	Termite Treatment for Fire Rescue Offices
101	10/06/2018	500.00	Check	Re-bait Empty Rodent Boxes at All Facilities
101	10/09/2018	500.00	P-Card – Facilities Maintenance Technician 1	City Hall – Exterminating
102	10/20/2018	1,420.00	P-Card – Facilities Maintenance Technician 1	Termite Treatment for Nyberg Swanson House
103	10/20/2018	980.00	P-Card – Facilities Maintenance Technician 1	Termite Treatment for Women’s Center
104	10/19/2018	685.00	Check	October Contracted Service
105	11/05/2018	685.00	Check	November Contracted Service
106	12/05/2018	685.00	Check	December Contracted Service
107	01/05/2019	685.00	Check	January Contracted Service

¹⁸ Based on the line items in the contract, AAA Assassin should have charged the city \$685.00 one month and \$640.00 the next. (Exhibit 19) Additionally, the memo that the city approved stated that the public services department had recommended approval of the agreement for pest control services at \$648.00 per month. (Exhibit 14) A review of the invoices established that the city in fact paid \$685.00 each month for the contracted services.

¹⁹ The OIG noted that the dates on the city’s p-card payment records showing when the invoices were paid were sometimes slightly different than the payment dates shown on the actual invoices. The reason for this is likely because the city’s payment records contained the posting dates of the transactions and not the payment dates of the transactions. The OIG concluded that all invoices described in this report were in fact paid by the city to the corresponding vendor, and throughout this report we described the payment dates based on whichever date was available.

²⁰ These are OIG descriptions based on what was written on the invoices.

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INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	PAYMENT TYPE ¹⁹	INVOICE DESCRIPTION ²⁰
070385	02/28/2019	1,800.00	P-Card – Facilities Maintenance Technician 1	Monthly Pest Control at Various Sites
108	02/05/2019	685.00	Check	February Contracted Services
109	03/2019	685.00	Check	March Contracted Services
188	04/08/2019	375.00	P-Card – Facilities Maintenance Technician 2	Removal of Dead Bobcat
196	05/13/2019	650.00	P-Card – Facilities Maintenance Technician 2	Bait Interior and Exterior for Rodents
TOTAL		\$11,535.00		

Although the contract was for monthly pest control services at \$685.00 per month, as seen in OIG Table 1, the city routinely paid AAA Assassin additional amounts. Generally, Mr. Urtecho’s employees made these additional payments via their p-cards, while the finance department made the monthly service payments via check.

Once AAA Assassin began working on the contract, just as Mr. Urtecho promised Mr. Pellegrini at their first meeting, Mr. Urtecho started “throwing [Mr. Pellegrini] buildings with termites” as extra work outside of the contract. The OIG found that, of the total \$11,535.00 the city paid to AAA Assassin, \$7,425.00 of that was for work outside of the contract, as follows:

OIG Table 2
City Payments to AAA Assassin Outside the Scope of the Contract
August 2018 to May 2019

INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	PAYMENT TYPE	INVOICE DESCRIPTION
001	08/25/2018	\$1,200.00	P-Card – the Sewer Mechanic	Termite Treatment for Fire Rescue Offices
101	10/06/2018	500.00	Check	Re-bait Empty Rodent Boxes at All Facilities
101	10/09/2018	500.00	P-Card – Facilities Maintenance Technician 1	City Hall – Exterminating
102	10/20/2018	1,420.00	P-Card – Facilities Maintenance Technician 1	Termite Treatment for Nyberg Swanson House
103	10/20/2018	980.00	P-Card – Facilities Maintenance Technician 1	Termite Treatment for Women’s Center

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INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	PAYMENT TYPE	INVOICE DESCRIPTION
070385	02/28/2019	1,800.00	P-Card – Facilities Maintenance Technician 1	Monthly Pest Control at Various Sites
188	04/08/2019	375.00	P-Card – Facilities Maintenance Technician 2	Removal of Dead Bobcat
196	05/13/2019	650.00	P-Card – Facilities Maintenance Technician 2	Bait Interior and Exterior for Rodents
	TOTAL	\$7,425.00		

As seen in OIG Table 2, Mr. Urtecho had his lead worker, the Sewer Mechanic, pay AAA Assassin \$1,200.00 with his p-card prior to AAA Assassin even being awarded the contract. The Sewer Mechanic told investigators that, at the meeting at Grampa’s Bakery around August 2018, Mr. Urtecho called the Sewer Mechanic to join him and Mr. Pellegrini. Mr. Urtecho told the Sewer Mechanic that AAA Assassin was going to do some upcoming work²¹ and needed to get paid. Mr. Urtecho then directed the Sewer Mechanic to give his p-card to Mr. Pellegrini, who then ran it through a card scanner for payment. This payment was made before AAA Assassin completed any work, which the Sewer Mechanic thought was unusual. This was also at the time that Forever Gone was still the city’s vendor for pest control services.

Mr. Pellegrini claimed that he did the work on August 25, 2018. At that time, he generated the invoice,²² which included a \$950.00 charge for drywood termite treatment at the city’s fire rescue offices and a charge for an annual renewable limited warranty agreement. Mr. Pellegrini told investigators that Mr. Urtecho wanted to pay the warranty for two years in advance at \$125.00 per year.²³ (Exhibit 20) As such, the total cost for the job charged to the Sewer Mechanic’s p-card was \$1,200.00.

Next, AAA Assassin invoiced the city on October 6, 2018, for re-baiting all empty rodent boxes at all city facilities. (Exhibit 10) The cost on the invoice was \$500.00, and the city paid for this service via check. (Exhibit 21) Mr. Pellegrini hand wrote this invoice and said that the rodent services were outside the scope of the contract.²⁴

But AAA Assassin also invoiced the city another \$500.00 on October 9, 2018, for exterminating services at city hall, which Facilities Maintenance Technician 1 paid with his p-card. (Exhibit 22) This invoice was typed in a way that was different than other AAA Assassin invoices. When Mr. Pellegrini was shown the invoice, he stated that he neither recognized it nor ever directed anyone to type it. He said he questioned the validity of the charge, since he never completed any extra exterminating

²¹ The Sewer Mechanic recalled that Mr. Urtecho told him the work was for the Swanson House; however, Mr. Pellegrini explained the work was for the fire rescue offices. The invoice was for the fire rescue offices.

²² Mr. Pellegrini said he hand wrote this invoice and created it himself.

²³ This service was never included in the AAA Assassin contract.

²⁴ The contract specified, “Rodent control: Inspect and treat rodent devices” only for city hall. (Exhibit 19)

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services at city hall, stating that he would not have charged the city for that work because those services were already included in AAA Assassin's contract with the city. As detailed in the below section, the OIG determined that Mr. Urtecho's girlfriend created this invoice and sent it directly to Mr. Urtecho. When Mr. Pellegrini was shown that AAA Assassin received a \$500.00 p-card payment for the city hall job, he said that he could not recall receiving \$500.00 for doing nothing; however, he did remember that, at some point, Mr. Urtecho told him that he (Mr. Pellegrini) owed him (Mr. Urtecho) \$500.00.

At Mr. Urtecho's Suggestion, AAA Assassin Paid Mr. Urtecho's Girlfriend for Typing Its Invoices to the City

Mr. Pellegrini explained that he personally completed the work at his job locations and normally provided handwritten invoices to customers for payment. However, once he began to work with the city, Mr. Urtecho told him that the city needed typed invoices, and he asked Mr. Pellegrini to hire Mr. Urtecho's then-girlfriend to type AAA Assassin's invoices for the city. A review of city emails revealed that Mr. Pellegrini provided Mr. Urtecho with his invoice template after he was awarded the contract. (Exhibit 23) Mr. Pellegrini said he then began to pay Mr. Urtecho's girlfriend between \$50.00 and \$100.00 for each invoice that she created. Mr. Urtecho said that his girlfriend²⁵ told him that Mr. Pellegrini was paying her for creating the invoices, but he was not sure how much.

The OIG reviewed city emails that established that Mr. Urtecho's girlfriend forwarded AAA Assassin invoices to Mr. Pellegrini or Mr. Urtecho—invoices that the city processed and paid. (Composite Exhibit 24)

Mr. Pellegrini confirmed that Mr. Urtecho's girlfriend created five invoices (invoices 104,²⁶ 105, 106, 107, and 108) from AAA Assassin to the city for the contracted monthly services from October 2018 through February 2019. (Exhibits 26-30) Each invoice was for \$685.00 and based on dates and details that Mr. Pellegrini provided to Mr. Urtecho's girlfriend. According to Mr. Pellegrini, normally, Mr. Urtecho's girlfriend emailed the completed invoices to him, and he then forwarded them to Mr. Urtecho. During his interview, Mr. Urtecho acknowledged that his girlfriend created the AAA Assassin invoices using the template that he had obtained from Mr. Pellegrini. Once Mr. Urtecho received a completed invoice from either his girlfriend or Mr. Pellegrini, he signed and forwarded the invoice to the finance department for payment.

Around February or March 2019, Mr. Urtecho and his girlfriend broke up, and she stopped doing the invoices for AAA Assassin. Around this same time, Mr. Pellegrini placed a call to Mr. Urtecho requesting his assistance in getting another invoice done. Mr. Urtecho then recruited his wife to assist him. Mr. Urtecho sent his wife a copy of the AAA Assassin invoice template and a copy of the typed

²⁵ Although witnesses referred to this individual as Mr. Urtecho's girlfriend, when Mr. Urtecho spoke with investigators, he did not initially acknowledge her as such. Nonetheless, for ease of reference, we refer to her as his girlfriend throughout this report.

²⁶ Mr. Pellegrini later said that invoice 104 was created by a company off Stirling Road; however, Mr. Urtecho's girlfriend did send him an email with invoice 104 attached to it. (Exhibit 25)

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February 2019 invoice so that she could help create the invoice for March 2019. (Exhibit 8) Mr. Urtecho's wife completed the March 2019 invoice and sent it directly to her husband.

Mr. Urtecho admitted that his wife completed the March 2019 invoice but explained that it was "common knowledge" that she helped with vendor invoices and that the finance department was aware that she was working on the pest control contract. However, the fact that the finance department flagged an email that showed Mr. Urtecho's wife sent the AAA Assassin invoice to Mr. Urtecho contradicted his claim that it was a matter of common knowledge.

At Mr. Urtecho's Suggestion, AAA Assassin Paid Mr. Urtecho Money and Provided Discounted Services to Him

1. AAA Assassin Paid Mr. Urtecho At Least \$500.00

While reviewing Mr. Urtecho and Mr. Pellegrini's bank records, the OIG found three checks that Mr. Pellegrini wrote to Mr. Urtecho personally from his AAA Assassin business account.

Mr. Pellegrini wrote the first AAA Assassin check, check number 1075, dated December 27, 2018, to Mr. Urtecho for \$685.00. (Exhibit 31) According to Mr. Pellegrini, Mr. Urtecho made payments on Mr. Pellegrini's vehicle loan for him when he was low on money, and he wrote this check to pay Mr. Urtecho back for that. Mr. Pellegrini claimed that he had mentioned to Mr. Urtecho at one point, possibly while he was doing termite work at Mr. Urtecho's residence, that he was low on money, so Mr. Urtecho offered to loan him money by paying for his monthly truck bill. Mr. Urtecho paid the bill by entering his credit card information into the Doxo mobile bill payment application on Mr. Pellegrini's phone. Mr. Urtecho made two payments to CIG Financial of \$662.00 and two transaction fee payments to Doxo of \$23.63. These payments totaled \$685.63 on each of those two days.²⁷ Mr. Pellegrini explained that the application automatically withdrew the second payment from Mr. Urtecho's credit card—three days later—because the card was on file and the application was on auto-pay.

According to Mr. Pellegrini, this led him to write the second AAA Assassin check to Mr. Urtecho, check number 1084, dated February 5, 2019, for \$963.00. (Exhibit 32) When asked why the second truck payment differed from the first, Mr. Pellegrini explained that the second check was a repayment for both the truck payment and the insurance payment. (Exhibit 33) Mr. Pellegrini claimed he repaid any remaining debt in cash payments while at Mr. Urtecho's residence and paid Mr. Urtecho back for everything. Mr. Urtecho agreed that Mr. Pellegrini paid him back for all the charges on his card.²⁸

²⁷ Mr. Urtecho could not explain why the amount of \$685.00 was the same for both the truck payment and the monthly fee that the city paid AAA Assassin for pest control services. According to him, he did not pay attention and it was all a coincidence.

²⁸ Mr. Urtecho alleged that there were additional fraudulent charges that Mr. Pellegrini made to his credit card without his knowledge. The OIG did not find any evidence that the charges were fraudulent, and Mr. Urtecho acknowledged that he did not file a police report.

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Although we found Mr. Pellegrini and Mr. Urtecho's explanations for these first two checks to be illuminating on the personal nature of their relationship, as presented, we did not see that it clearly provided a personal benefit to Mr. Urtecho.

But Mr. Pellegrini wrote a third AAA Assassin check to Mr. Urtecho, check number 1091, dated February 18, 2019, for \$500.00, for which they did not have an ostensibly innocent explanation. (Exhibit 33)

On February 12, 2019, the city paid AAA Assassin \$1,800.00 for re-baiting the rodent traps at all the city facilities.²⁹ (Exhibit 7) Mr. Pellegrini initially told the OIG that he told Mr. Urtecho this job would cost \$1,300.00.³⁰ However, according to Mr. Pellegrini, Mr. Urtecho asked him to inflate the final bill to \$1,800.00 when Facilities Maintenance Technician 1 swiped his p-card to pay for the job³¹ and to give Mr. Urtecho the \$500.00 difference. Mr. Pellegrini did what Mr. Urtecho asked of him and wrote him a \$500.00 check from AAA Assassin on February 18, 2019, just six days after the city's \$1,800.00 payment to AAA Assassin.³² Mr. Urtecho endorsed this check and deposited it in his bank account.

When asked about the \$1,800.00 p-card payment to AAA Assassin, Mr. Urtecho merely explained that the payment was related to "problems" at the Swanson House.³³ However, later, Mr. Urtecho stated that the \$1,800.00 was a "mistake," and that Mr. Pellegrini had to return some of the money to the city because they paid him double.³⁴

Mr. Pellegrini said he could not recall why the price to re-bait the rodent traps on this occasion was supposed to be \$1,300.00 when he only charged the city \$500.00 for the same job in October 2018.

2. AAA Assassin Provided Discounted Services and Free Products to Mr. Urtecho Personally

Finally, Mr. Pellegrini believed that one thing Mr. Urtecho expected of him in exchange for winning the pest control contract was to treat his residence for termites. Mr. Pellegrini told investigators that

²⁹ This was the payment referenced in the above section titled, "P-Card Purchase That Mr. Urtecho Directed Raised a Red Flag and Resulted in His Termination."

³⁰ When Mr. Pellegrini was re-interviewed several months later, he confirmed that Mr. Urtecho asked him to inflate this job to \$1,800.00, although he thought he was going to charge the city \$1,200.00 instead of \$1,300.00.

³¹ Facilities Maintenance Technician 1 said he only used his p-card when his supervisors directed him to do so. He assumed that his supervisors would only instruct him to make valid purchases; however, he thought it was strange that the only vendor Mr. Urtecho ever instructed him to pay using his p-card was AAA Assassin. He and his co-workers wondered why Mr. Urtecho had him pay AAA Assassin this way, but he said he did not want to say or do anything that would counter what Mr. Urtecho wanted for fear of "retaliation."

³² When Mr. Pellegrini was re-interviewed on this matter, he confirmed that he paid Mr. Urtecho the difference, but he did not recall if he did so by check or cash. Furthermore, he guessed that he may have paid him \$500.00 by check and \$100.00 in cash, as he thought the difference was \$600.00 instead of \$500.00.

³³ The p-card receipt from February 12, 2019, had "Swanson House" handwritten on it (Exhibit 7), but the OIG was unable to determine who wrote it or when it was written.

³⁴ Mr. Pellegrini denied that he ever had to return any money to the city, and the OIG found no evidence of such.

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when Mr. Urtecho told Mr. Pellegrini that he needed him to treat his residence for termites, Mr. Urtecho said, “You’re going to take care of me right, I got you the city of Dania”

Mr. Pellegrini agreed to take care of Mr. Urtecho and performed pest control services at Mr. Urtecho’s residence, which included a termite treatment on October 13, 2018. Per Mr. Pellegrini, the actual price of the job should have been approximately \$1,300.00, but Mr. Urtecho only paid him \$500.00 in cash.³⁵ Mr. Urtecho told Mr. Pellegrini to write \$850.00 on the warranty agreement so it would not look like AAA Assassin gave him a break on the price.³⁶ According to Mr. Pellegrini, he charged Mr. Urtecho approximately \$850.00 less than the actual cost and gave Mr. Urtecho a “major discount.” Conversely, Mr. Urtecho told investigators that, while he did hire AAA Assassin to treat his home, he paid Mr. Pellegrini \$1,200.00 with his personal credit card. Neither Mr. Urtecho nor Mr. Pellegrini provided a credit card receipt or other proof of payment, and the OIG did not observe such on the documents we reviewed.

Mr. Pellegrini also claimed that he gave Mr. Urtecho some rodent bait and pest control chemicals for use at his residence. The total value of the materials was approximately \$300.00 to \$400.00, but he said he gave them to Mr. Urtecho for free.

Mr. Urtecho, with a wrongful intent as evidenced by his knowing violation of the city’s procurement policy and with the purpose of obtaining compensation for rigging the pest control contract in AAA Assassin’s favor, corruptly misused his position as the city’s public works utilities manager to benefit himself with: (1) \$500.00,³⁷ (2) termite treatment at his residence discounted by \$850.00, (3) and approximately \$300.00 to \$400.00 worth of free rodent bait and pest control chemicals. Furthermore, we found that Mr. Urtecho solicited a thing of value or gift from Mr. Pellegrini when he asked him, “You’re going to take care of me right, I got you the city of Dania” and then accepted the services, pest control products, and money without paying for them.³⁸ Likewise, Mr. Urtecho corruptly misused his position to benefit another when he arranged for AAA Assassin to pay his girlfriend to type at least five AAA Assassin invoices for the city at \$50.00 to \$100.00 per invoice. These were in violation of subsections (2) and (6) of Section 112.313, Florida Statutes. In doing these things, as an appointed member to the city pension board and thus a “reporting individual,” on several occasions, Mr. Urtecho accepted a prohibited gift which he knew was valued at over \$100.00 from a vendor to his own agency, in violation of Section 112.3148(4), Florida Statutes.

³⁵ In a later interview, Mr. Pellegrini stated that the price of the job was usually at least \$1,500.00. If that were true, then the discount he gave Mr. Urtecho would have been \$1,000.00.

³⁶ Although later, Mr. Pellegrini told investigators that he wrote \$850.00 because that was the amount he first put on the agreement thinking it was a good discount. He did not recall if he had previously told investigators that Mr. Urtecho told him to inflate the bill for the work at his residence.

³⁷ The OIG was unable to determine if Mr. Pellegrini ever paid Mr. Urtecho an additional \$100.00 in cash for the termite job.

³⁸ The use of a public employee’s official position to render services to his agency may not constitute any part of any consideration provided to the donor in determining whether the public servant received a gift, other than a gift from his own agency. CE Rule 34-13.210(1)(a).

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Mr. Urtecho Rigged the City's Procurements of Garage Doors and Motors from PGRD and Requested or Received a Benefit or Gift from PGRD or Decota Construction for Himself

While reviewing quotes and other documentation for jobs where Mr. Urtecho submitted quotes to the finance department, the OIG found another instance where Mr. Urtecho used his public position to rig two procurements of garage door installations.

Specifically, in fiscal year 2018, the city paid PGRD a total of \$26,650.00 for two different garage door installation jobs in the city.³⁹ For the first job, the OIG concluded that, after Mr. Urtecho received two quotes from other companies that met the job specifications, he obtained and submitted PGRD's lower quote knowing that it did not meet the specifications. For the other job, the OIG concluded that Mr. Urtecho had PGRD submit two other companies' quotes, which ensured PGRD was the lowest bidder and thus won the contract. Additionally, the OIG determined that, in exchange for winning these jobs, PGRD and another vendor, Decota Construction, provided Mr. Urtecho with the personal benefit or gift of a free garage door repair at his residence.

Mr. Urtecho Obtained and Submitted PGRD's Winning Quote for the Fire House Project Knowing That It Did Not Meet Specifications

The first job occurred in July 2018. Around April 2018, the Broward Sheriff's Office (BSO) Fire Rescue Facilities Supervisor determined that the city needed to replace a rolling garage bay door for Fire Station 1, which the city owned. Whereas the city's procurement process required three written quotes for purchases between \$5,001.00 and \$25,000.00, BSO's Facilities Supervisor followed BSO's procurement process, which required two quotes for purchases between \$5,000.00 and \$20,000.00. The cost of the garage door project was approximately \$11,000.00 to \$13,000.00. Thus, the BSO Facilities Supervisor collected two quotes from vendors, which he submitted to Mr. Urtecho along with the rolling door specifications. The quotes he collected were from Coast to Coast Garage Door, which submitted a quote for \$12,141.00 (Exhibit 34), and Door Systems of South Florida, which submitted a quote for \$11,700.00 (Exhibit 35)

Due to the emergency nature of the work done at the fire station, the BSO Facilities Supervisor wanted to ensure that the new door was of a high quality and met certain specifications. The Coast to Coast and Door Systems quotes included the standard door that fire stations in Broward County used and met the BSO Facilities Supervisor's specifications for a hurricane rating and powder coating.

On July 4, 2018, approximately three months later, Mr. Urtecho obtained a third quote. This quote was from PGRD Vice President Mr. Torres in the amount of \$11,200.00 but did not include the BSO Facilities Supervisor's specifications. (Exhibit 36) Mr. Urtecho told investigators that he met Mr. Torres months before receiving this quote.

On July 9, 2018, Mr. Urtecho requested a purchase order from the Public Services Office Manager for PGRD to perform the work at Fire Station 1. (Exhibit 37) The Public Services Office Manager then

³⁹ Check number 150828 in July 2018 for \$11,450.00 and check number 151252 in September 2018 for \$15,200.00.

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sent the three quotes to the finance department requesting that they notify her when the funds would be available for PGRD, as they would be performing the services for \$11,200.00. (Exhibit 38) Indeed, PGRD performed the work at Fire Station 1 on July 26, 2018, and invoiced the city \$11,450.00. (Exhibit 39)

The BSO Facilities Supervisor told the OIG that, after he submitted the quotes to Mr. Urtecho in April 2018, he did not hear anything about the project until July 2018, when he received an email informing him that the city approved the project and issued a purchase order. However, the city selected neither of the two vendors whose quotes he submitted. He found out that the city selected PGRD and that they were going to install a different, inferior bay door at Fire Station 1. So, he phoned Mr. Urtecho and “called him on it,” telling Mr. Urtecho that the quality was not the same, and that the proposed fire station door from his (Mr. Urtecho’s) vendor was “garbage.”

The BSO Facilities Supervisor did not know why or how the city selected PGRD for the bay door project at Fire Station 1. However, he said he did not think the city conducted a fair bid process for this project because his two vendors included the costs of the permit and engineering fees in their quotes, but PGRD did not.⁴⁰

Mr. Torres remembered this contract for Fire Station 1, dated July 26, 2018, for \$11,450.00, and that he personally performed the work. He said that he believed the city called him to request a quote for this bid. According to Mr. Torres, normally, the city would not disclose the name of the competing bidders to one another in the bidding process. However, sometimes whomever was receiving the bids would tell him if another vendor was submitting a quote and potentially the names of the other vendors competing for the contract but not the amount of the competing vendors’ bids or other details of their bids. He also told investigators that, if the city officials Mr. Torres was working with recognized that he wanted to provide good work, then he might get told to “come in under” a certain price to be strongly considered to win the contract. Furthermore, Mr. Urtecho may have told him the competitors’ quotes prior to PGRD submitting its bid for Fire Station 1, but he could not remember.

Mr. Urtecho Had PGRD Obtain and Submit Two Fraudulent Quotes With Its Own, Which Ensured PGRD Was the Lowest Bidder

The second PGRD job occurred in September 2018 and was for the purchase and installation of four garage door motors at a city warehouse.

In response to a September 20, 2018, email from the assistant finance director to Mr. Urtecho requesting, “Jose, please send over the 3 quotes for review,” the Public Services Office Manager forwarded a .pdf document titled, “PS GARAGE DOOR QUOTES.” (Exhibit 40) The attachment consisted of three quotes for installing four garage door motors: (1) a quote by PGRD for \$15,200.00

⁴⁰ A review of the quotes that the BSO Facilities Supervisor obtained showed that the cost of a permit was included in just one. (Exhibits 37, 38)

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(Exhibit 41), (2) a quote by G & G Garage Door quote for \$16,480.00 (Exhibit 42), and (3) a quote by Top Garage Door for \$17,060.00 (Exhibit 43)

The “quote” purportedly from G & G Garage Door, was for \$16,480.00. (Exhibit 42) The Owner of G & G Garage Door informed investigators that G & G Garage Door did not submit this quote to the city. In fact, he said, G & G Garage Door never conducted business with the city and never submitted a bid or quote to compete for business in the city. The handwriting on the quote did not match that of any G & G Garage Door employee, there was no name listed on the quote, and G & G Garage Door did not list the number of doors where it was listed in the fake quote. Furthermore, he said, G & G Garage Door never submitted quotes to other garage door companies to compete for government contracts.



G & G
GARAGE DOORS, CORP.
 SPECIALIST IN GARAGE DOORS & AUTOMATIC OPENERS
 7321 SW 142 Ave. Miami, FL 33183
 24 HRS EMERGENCY SERVICE
 English: 786 251-2951 / Español: 786 586-8853
 email: gggaragedoors@yahoo.com

CUSTOMER P.O. NO.	ORDER TAKEN BY	INVOICE DATE	COMPLETED BY	INVOICE NO. <i>Estimate</i>
-------------------	----------------	--------------	--------------	--------------------------------

BILL TO: *City of Dania Beach* JOB: _____
 NAME: *City of Dania Beach* NAME: _____
 ADDRESS: *1201 Stirling RD* ADDRESS: _____
 CITY: *Dania Beach* STATE: *FL* ZIP CODE: _____ CITY: _____ STATE: _____ ZIP CODE: _____
 PERSON IN CHARGE: _____ PERSON IN CHARGE: _____
 BUS. PHONE: _____ HOME PHONE: _____ BUS. PHONE: _____ HOME PHONE: _____

NO. OF DOORS	SERIES	WIDE	HIGH	THICKNESS	NO. PANELS	NO. SECT.	LOCK	SPRING	JAMB	LIFT	MOTOR	FINISH
<i>4</i>	<i>Com 417</i>										<i>4</i>	

We hereby submit specifications and estimates for:

	AMOUNT
<i>4 Commercial Rolling door operators Heavy duty Design, Red Insulated Door with safety sensors and buttons.</i>	<i>4,120.00 EACH</i>
<i>50% Deposit Required</i>	
INSTALLATION <input checked="" type="checkbox"/>	SUB: <i>16,480</i>
SERVICE <input type="checkbox"/>	TAX: _____
	TOTAL: <i>16,480</i>
	DEPOSIT: _____
Payment to be made on follow:	
ACCT. _____ C.O.D. <input checked="" type="checkbox"/>	BALANCE: _____

I have read and agree to the terms and conditions of this contract. The seller agrees to the above described work for the purchase price shown, in the event the services of an attorney are required to collect payment of the purchase price, the purchaser agrees to pay interest at the highest legal rate, plus reasonable attorney's fees for those services rendered to the seller in the collection of the above bills. The purchaser has read the above obligations as part of the conditions of the purchase. This proposal is only valid for 30 days. _____
 Date of Acceptance: _____ Signature: _____

G & G Garage Doors, Corp. WARRANTY AND WARRANTY POLICY

On all new installation 1 year warranty on materials, electrical and labor from the date of installation. On service labor 90 days warranty. On repair parts replacement, 90 day warranty. All warranty work will be performed between regular hours Monday thru Friday as soon as possible at the discretion of the Company. Our warranty does not cover damage or injury caused by Acts of God, misuse, abnormal usage, improper maintenance or any repairs other than those provided.

OIG Figure 3: “Quote” from G & G Garage Door that Mr. Torres and Mr. Urtecho submitted to the city to support the award to PGRD (Exhibit 42).

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Another “quote,” purportedly from Top Garage Door, was for \$17,060.00. (Exhibit 43) The Owner of Top Garage Door told investigators that this quote did not originate from Top Garage Door. He further described that authentic Top Garage Door quotes were handwritten and had the customer’s signature. The template of the fake quote was the same template that Top Garage Door used for quotes, but this one was typed and lacked a signature. Additionally, Top Garage Door never conducted business nor bid for business with the city of Dania Beach, so the quote could not have been from them. The Owner of Top Garage Door was friends with Mr. Torres, but he never gave Mr. Torres any Top Garage Door quotes to submit to the city, nor did he authorize Mr. Torres to fill in or use any Top Garage Door bid templates.

TOP GARAGE DOOR
 24 HOUR EMERGENCY TEL. 786-224-9178
 1475 WEST 39 PL #201 HIALEAH, FL. 33012
 THIS PROPOSAL BECOMES A CONTRACT WHEN EXECUTED BY YOU AND ACCEPTED, TOP GARAGE DOOR.

ESTIMATE
 ORDER
 APPROXIMATE DELIVERY DATE

WORK ORDER NO.	INVOICE NO.	INVOICE DATE	CUST PO. NO.	DATE
	7561	09/10/18		

SOLD TO: DANIA BEACH CITY

QTY.	MODEL	WIDTH	HEIGHT	LIFT TYPE	SFC HIGH	PANELS WIDE	GLASS	LOCK	SPRINGS	FINISH	PRICE NET
											8% DEPOSIT REQUIRED ON ALL ORDERS
	INSTALL 4 NEW MANARA'S MOTORS, SENSORS SYSTEM										\$ 4265.00 each
	PUSH BUTTON AND HARDWARE										
											Total \$17060.00
											CONTRACT ACCOUNT <input checked="" type="checkbox"/> <input type="checkbox"/>

* COD BALANCES MUST BE PAID TO TECHNICIAN UPON COMPLETION OF INSTALLATION OR SERVICE

30 Days Warranty
 90 Days Warranty
 One Year Warranty

*** Customer accepts terms and conditions.

PURCHASER'S SIGNATURE _____
 DATE OF ACCEPTANCE _____

Res. Pk.: _____
 Job Pk.: _____
 Fax: _____
 Dealer: _____

SALES REPRESENTATIVE

THANK YOU FOR YOUR BUSINESS

OIG Figure 4: “Quote” from Top Garage Door that Mr. Torres and Mr. Urtecho submitted to the city to support the award to PGRD (Exhibit 43).

Mr. Urtecho initially told investigators that each of the three companies hand delivered their quotes for the second garage door project to him while they were on site taking the measurements for the garage doors. But after being told that G & G Garage Door and Top Garage Door advised that they never

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submitted quotes for this project, Mr. Urtecho admitted that he did not get the quotes from these vendors; rather, he had Mr. Torres get the quotes for him. He said that Mr. Torres agreed to get the two other quotes, and Mr. Urtecho told him to email them to his wife, as he felt it was better to conceal his activities with Mr. Torres by using his wife's email. Mr. Torres sent the quotes from G & G Garage Door and Top Garage Door to Mr. Urtecho's wife, and she forwarded them to Mr. Urtecho. (Exhibit 44) Mr. Urtecho said he did not know how Mr. Torres got the other two quotes.

Mr. Torres verified that he installed four garage motors at a city warehouse.⁴¹ He said he could not recall anything further about the project, such as the names of any city employees he dealt with, other competitors, or if anything unusual occurred during the bid process. In response to further questioning, he admitted that he attached quotes from two other vendors, Top Garage Door and G & G Garage Door, in an email to Mr. Urtecho's wife. He said he must have included the other companies' quotes in his email because the city "needed bids."

Mr. Torres said he did not remember how he obtained the two quotes from the other vendors but that he believed he would have requested a representative from those companies provide the quotes to him. He said he was familiar with both Top Garage Door and G & G Garage Door but could not recall the names of the representatives he might have dealt with. He insisted that the quotes were authentic and provided to him by each vendor. Although he could not explain why Top Garage Door and G & G Garage Door would have disclosed their bids to him, he stated that this type of activity "does happen in the field." He acknowledged that, by obtaining and submitting the quotes from Top Garage Door and G & G Garage Door on their behalf, PGRD was aware of the lowest price it needed to beat to win the city contract.

The Public Services Office Manager submitted the three quotes to the finance department, and the city subsequently awarded the job to PGDR as the lowest bidder at a cost of \$15,200.00, which the city paid via check 151252. (Exhibit 45)

Lastly, according to Mr. Urtecho, as part of the job, PGRD needed motors for the garage doors, so PGRD sent him another estimate from a third party for an additional \$2,247.20 (Exhibit 46), which he had Facilities Maintenance Technician 2 pay via p-card on October 23, 2018. Facilities Maintenance Technician 2 paid a total of \$2,259.20 per the invoice that Mr. Urtecho approved. (Exhibit 47) As the Top Garage Door and G & G Garage Door quotes included motors, this rendered PGRD's "lowest" quote of \$15,200.00 to actually be a quote for \$17,447.20—more than either of the fraudulent quotes of \$16,480.00 and \$17,060.00.⁴² Facilities Maintenance Technician 2 told investigators that, when he asked Mr. Urtecho why he was paying this particular garage door company, Mr. Urtecho stated, "If I tell you to do it, you do it." At Mr. Urtecho's direction, he called the garage door company, the name of which he could not recall, and made the payment over the phone. He thought Mr. Urtecho's orders were "strange," and he worried that, if he did something wrong, it would cost him his job, but he was afraid to push back.

⁴¹ This corresponds with the PGRD estimate for \$15,200.00 dated August 28, 2018. (Exhibit 41)

⁴² The city in fact paid PGRD a total of \$17,459.20 for the job. (Exhibits 45, 47)

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At Mr. Urtecho's Suggestion, Decota Construction and PGRD Provided Mr. Urtecho with a Free Garage Door Repair at His Residence

Mr. Urtecho had contacted Mr. Decota, the Owner of Decota Construction, a significant vendor for the city to whom the city paid a total of \$358,036.00 for general contracting services from January 2016 to June 2019. Specifically, Mr. Urtecho spoke to Mr. Decota about some issue he was having with his garage door at his residence. Mr. Decota referred Mr. Torres to Mr. Urtecho for the job. Mr. Urtecho said that Mr. Decota told him that Mr. Torres needed the work, so Mr. Urtecho agreed to help.⁴³ Mr. Torres completed the garage door project at Mr. Urtecho's home. Mr. Torres told investigators that he thought the project cost between \$1,200.00 and \$3,000.00. Later in his interview, however, he said that he believed he invoiced Decota Construction for this job at a cost of approximately \$1,000.00, and that Decota Construction paid it.

Interestingly, on February 16, 2018, the city paid PGRD \$1,814.80 via Facilities Maintenance Technician 2's p-card. (Exhibit 48) The only support attached to the payment was a confirmation receipt from PGRD to Facilities Maintenance Technician 1, which Mr. Urtecho approved. The receipt did not show what the charge was for, and Mr. Torres said he did not remember any details about the job or the payment associated with this receipt.

⁴³ Mr. Decota denied requesting that Mr. Urtecho hire PGRD at the city.

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Riviere, Joseph

From: Professional Garage Rolling Doors via Square <receipts@messaging.squareup.com>
Sent: Friday, February 16, 2018 2:27 PM
To: Riviere, Joseph
Subject: Receipt from Professional Garage Rolling Doors

~~Fire Department~~ city Hall

Now when you shop at sellers who use Square, your receipts will be delivered automatically.

[Not your receipt?](#)

02/16/2018

Jes Urtecho
3/7/2018



\$1,814.80

Custom Amount	\$1,814.80
Total	\$1,814.80

[Signature]
00139025394640

Professional Garage Rolling Doors
786-333-5403

Visa 9505 (Keyed)

Feb 16
2018
at 2:11

OIG Figure 6: PGRD receipt for \$1,814.80 from the city for an unknown service, dated February 16, 2018 (Exhibit 48).

Mr. Decota denied knowing there was an invoice issued to Decota Construction for a garage door installation at Mr. Urtecho's residence. He also said he neither remembered having nor could locate records that would establish whether his company paid for such work.

But Mr. Urtecho acknowledged that Mr. Decota paid PGRD for the job at his residence and that he did not repay him. Mr. Urtecho admitted that PGRD did work at his residence, but he said it was to repair his garage door, not to furnish and install a new one, and he claimed that the cost was only around

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\$250.00. He also claimed that it occurred around September 2018, which was when he awarded PGRD the contract for the second job.

According to Mr. Torres, while working at Mr. Urtecho's residence, Mr. Urtecho asked him if PGRD was interested in doing commercial work for the city. That was when Mr. Urtecho instructed Mr. Torres to obtain two other quotes and send them to his (Mr. Urtecho's) wife's email address, as reported above in the section titled, "Mr. Urtecho Had PGRD Obtain and Submit Two Fraudulent Quotes With Its Own, Which Ensured PGRD Was the Lowest Bidder."

For the first garage door job at the fire station, after Mr. Urtecho received two higher quotes, he requested and then submitted PGRD's quote that did not meet the job specifications that the BSO Facilities Supervisor had submitted. For the second job for four garage door motors, Mr. Urtecho solicited PGRD to submit its own plus two additional quotes, which were fraudulent, in order to award PGRD the job. He then approved a p-card payment to PGRD for motors that should have been included in its quote. We found he did these things at least in part to return the favor of a free garage door repair at his own residence.

Mr. Urtecho solicited a thing of value or gift from Decota Construction when he approached Mr. Decota and informed him of the trouble he was having with the garage door at his house and then accepted a free garage door repair—worth at least \$250.00—by PGRD for which PGRD charged Decota Construction, in violation of Section 112.313(2), Florida Statutes. In addition, as a reporting individual, Mr. Urtecho accepted a gift which he knew was valued at over \$100.00 from Decota Construction or PGRD, vendors to his own agency, in violation Section 112.3148(4), Florida Statutes.

Mr. Urtecho Split the City's Payments for the Procurement of Fences from D & R Fencing and Requested or Received a Benefit or Gift from D & R Fencing for Himself

Finally, while reviewing city p-card payments, the OIG noticed multiple payments to D & R Fencing just under the city's \$2,500.00 bidding threshold, which prompted the OIG to talk to the owner of D & R Fencing, Mr. Sain. He explained that Mr. Urtecho had him split his invoices on the lift station fencing project so that he could have his employees pay D & R Fencing via p-card. The OIG found that from March 2017 to September 2018, the city paid D & R Fencing a total of \$31,385.00.

The OIG found that Mr. Urtecho corruptly used his public position, violating the city's p-card policy to expedite payment to D & R Fencing and, in exchange, D & R Fencing provided a benefit to Mr. Urtecho by installing a fence at his residence at a deeply discounted price.

Mr. Urtecho Split Payments for D & R Fencing in Violation of City Policy

According to Mr. Sain, D & R Fencing had completed approximately ten jobs for the city over several years. Normally, when D & R Fencing won a contract, the city would pay it directly via check. In 2018, Mr. Sain submitted a quote, as he usually did, for the entire amount of a project at four city lift stations. He believed the total cost for all the lift stations was between \$10,000.00 and \$15,000.00. D & R Fencing performed the work at the lift stations, but the city did not initially pay the company upon completion. Mr. Sain said that he was forced to "hound" Mr. Urtecho for payment for the work he had

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completed. According to Mr. Sain, Mr. Urtecho told him that he would be paid faster if he purchased a credit card reader so that a city employee could pay him via p-card. However, Mr. Urtecho told him that, in order for him to be paid in that manner, he would have to provide invoices for each lift station at a cost of less than \$2,500.00. Mr. Sain agreed to go along with Mr. Urtecho's plan of "partial" invoices and p-card payments, because Mr. Urtecho owed him a lot of money, and he just wanted to get paid quickly.

On May 31, 2018, Mr. Sain wrote up an invoice for one of the lift stations in the amount of \$2,400.00. (Exhibit 49) He explained that the invoice was for less than the actual cost of the work he completed because Mr. Urtecho told him that he would be paid the rest of the cost at a later time. This was part of the arrangement to split the invoicing of the lift stations and keep each invoice under \$2,500.00 so that Mr. Urtecho could instruct one of his employees to pay D & R Fencing by p-card. The OIG determined that, indeed, the city's Former Sewer Mechanic paid this invoice via p-card on June 1, 2018.

On June 6, 2018, Mr. Sain wrote up another invoice for a second lift station job in the amount of \$2,490.00. Mr. Sain confirmed that this invoice was related to the lift station fence project he had completed for the city. The invoice was again priced less than the actual cost of the project under the agreement that Mr. Urtecho would pay him later to cover the difference. The OIG determined that the Former Sewer Mechanic paid this invoice via p-card on June 7, 2018.

On June 14, 2018, Mr. Sain wrote up yet another invoice for a third lift station job in the amount of \$2,495.00. He confirmed that this invoice was related to the third lift station fence project he completed for the city and that he again priced it at less than the actual cost because Mr. Urtecho would pay him at a later date to cover the difference. The OIG determined that the Former Sewer Mechanic paid this invoice via p-card on June 15, 2018.

Finally, Mr. Sain confirmed that he completed a fourth lift station fence project for the city, which he remembered invoicing the city at a cost less than \$2,500.00 as part of the agreement that Mr. Urtecho set forth.⁴⁴ The OIG determined that the Former Sewer Mechanic paid \$2,450.00 for this job via p-card on June 27, 2018. (Exhibit 50)

For each of these four payments, Mr. Urtecho violated the city's p-card policy, which prohibited the splitting of payments to avoid the p-card payment limit, while favoring D & R Fencing with unjustifiably expedited city payment.

⁴⁴ The OIG was not provided a copy of this invoice.

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At Mr. Urtecho's Suggestion, D & R Fencing Provided Mr. Urtecho With a Free Fence at His Residence

At the time of the lift station projects, Mr. Urtecho told Mr. Sain that he needed a fence installed at his house, and in return Mr. Urtecho would give him work at the city. Mr. Sain arranged for his employees to install such a fence,⁴⁵ which Mr. Sain identified in a photograph of Mr. Urtecho's house.

Mr. Sain believed the "at cost" price he gave on the fence at Mr. Urtecho's residence saved Mr. Urtecho approximately \$2,500.00. He only charged Mr. Urtecho for labor and materials, which Mr. Urtecho paid in cash to the workers who did the job. Mr. Sain did not make any profit off the job. He said Mr. Urtecho told him that, by doing the work at Mr. Urtecho's residence in this way, D & R Fencing would get more work at the city.

Shortly after Mr. Sain received the p-card payments for the lift station jobs, two charges were unexpectedly withdrawn from his account in the amounts of \$2,400.00 and \$2,490.00 (Exhibit 51), which matched the amounts that the city paid D & R Fencing for two of the lift station projects. Mr. Sain did not know why he had to refund this money to the city, and he was upset by this, so he spoke to Mr. Urtecho. Mr. Urtecho told him that he (Mr. Urtecho) would pay him some money if necessary, and that Mr. Sain would still be paid for whatever he was owed from the four lift stations and Mr. Urtecho's residence. According to Mr. Sain, Mr. Urtecho subsequently gave a D & R Fencing employee some cash on Mr. Sain's behalf, but he could not recall how much.

Mr. Urtecho later told Mr. Sain that, to be paid what was still owed to him, he needed to submit four new invoices for the previously completed lift station jobs with the actual lift station numbers listed. Thus, Mr. Sain submitted four new invoices for \$2,400.00, \$2,000.00, \$2,300.00, and \$800.00, for a total of \$7,500.00. (Exhibits 52-55) The city paid D & R Fencing the \$7,500.00 via check (Exhibit 56) and D & R Fencing never completed second jobs at the lift stations. Mr. Sain said he was not sure whether this final payment included the money owed to him for the work D & R Fencing completed at Mr. Urtecho's residence.

The OIG concluded that, Mr. Urtecho had Mr. Sain divide his work on one project into several invoices in violation of city policy to expedite payment to D & R Fencing, and then Mr. Urtecho directed his subordinate to make the split payments. In exchange, D & R Fencing provided a benefit to Mr. Urtecho by installing a fence at his residence at a \$2,500.00 discount.

Mr. Urtecho, with a wrongful intent as evidenced by his knowing violation of the city's procurement and p-card policies and with the purpose of obtaining compensation for improperly splitting payments to expedite payment to D & R Fencing, corruptly misused his position as the city's public works utilities manager to benefit himself with a fence at his house that was discounted by \$2,500.00, in violation of Section 112.313(6), Florida Statutes. Furthermore, we found that Mr. Urtecho solicited a thing of value or gift from Mr. Sain when he told Mr. Sain that he needed a fence installed at his house, and in return Mr. Urtecho

⁴⁵ D & R Fencing did not obtain a permit or complete any invoice or other paperwork for the project at Mr. Urtecho's house.

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would give him work at the city and then accepted the fence materials and installation without paying for it, in violation of Section 112.313(2), Florida Statutes. Finally, as a reporting individual, Mr. Urtecho also solicited or accepted a prohibited gift which he knew was valued at over \$100.00 from a vendor to his own agency, in violation of Section 112.3148(4), Florida Statutes.

INTERVIEW SUMMARIES

As a part of the investigation, investigators participated in numerous witness interviews. Significant interviews are summarized below:

1. Interview of Jose Urtecho

Mr. Urtecho worked for the city for 30 years ending in 2019. He was a supervisor in the utilities section for over 20 years and involved in various activities and contracts related to the city's water distribution, piping, maintenance, and construction.

He first met Mr. Pellegrini around July or August 2018 at Grampa's Bakery in Dania Beach. AAA Assassin was spraying the bakery property and Mr. Urtecho asked the owner of Grampa's Bakery to identify them. Mr. Urtecho spoke to Mr. Pellegrini and told him the city was looking for a third quote from a vendor for a new pest control contract.

Mr. Urtecho did not get the quotes from Price Termite and Forever Gone, the two other companies that bid on the contract. The Public Services Office Manager told Mr. Urtecho that the city already had two quotes and only needed a third. The Public Services Office Manager provided Mr. Urtecho with a copy of the quote from Price Termite, and Mr. Urtecho used Wite-Out to remove Price Termite's header information and its prices from the quote. He then used a city copy machine to scan and email himself a copy of the document. Mr. Urtecho sent the scanned blank quote form to Mr. Pellegrini, who filled it out and sent it back to Mr. Urtecho. Mr. Urtecho did not explain why Price Termite and Forever Gone said that they did not provide quotes for the new pest control contract. He believed that the Public Services Office Manager must have obtained the quotes from Price Termite and Forever Gone because he received them from her. He did not reveal the competing bid prices to Mr. Pellegrini before AAA Assassin submitted its quote.

Mr. Urtecho could not recall why the city stopped using Forever Gone in 2018. He just remembered that "something happened." Mr. Urtecho also had no recollection of a proposed contract extension that the city discussed with Forever Gone. Mr. Urtecho later stated that he told Forever Gone that the city's finance director wanted three bids for a new pest control contract.

Around September 2018, AAA Assassin was the lowest bidder and received the pest control contract. Its selection was documented in a memorandum, dated September 13, 2018. Mr. Urtecho had minimal writing skills and therefore did not write or review the memorandum. Instead, the Public Services Office Manager and the former public services director drafted the

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memorandum. Later in the interview, he stated that the city's finance director wrote the memorandum.

Mr. Urtecho disagreed that the Forever Gone "quote" in the memorandum was a copy of its city contract from 2016 and not a quote. He read the former Forever Gone contract as a quote, as he spoke with an "older guy" from Forever Gone who said that a "friend" was going to submit Forever Gone's quote.

As per the terms of the contract, AAA Assassin performed monthly pest control services at 13 locations in the city. Mr. Pellegrini sent handwritten invoices to Mr. Urtecho after completing the work. However, Mr. Urtecho told Mr. Pellegrini that he could not do the invoices by hand because the city's finance department would never pay them. After Mr. Pellegrini complained that he did not have a secretary to help with the invoices, Mr. Urtecho had Mr. Pellegrini send him a template of his invoice so that Mr. Urtecho could type the handwritten notes onto an invoice to submit for payment. This was something Mr. Urtecho and his section did with other businesses, too. It was a common and accepted practice.

Mr. Urtecho soon began feeling "uncomfortable" doing the invoices for AAA Assassin and gave Mr. Pellegrini a lady to help [his girlfriend]. She worked for an insurance company and used to be married to Mr. Urtecho's son. Mr. Urtecho introduced her to Mr. Pellegrini, and she and Mr. Pellegrini began communicating directly with each other about the monthly invoices. Mr. Urtecho told her not to work for free, and she later advised Mr. Urtecho that Mr. Pellegrini was paying her to type the invoices, but he was not sure how much.

For the first few months of the contract, she completed AAA Assassin's invoices using the template Mr. Urtecho had previously obtained from Mr. Pellegrini. When Mr. Urtecho received a completed invoice from [his girlfriend] or Mr. Pellegrini, he signed the invoice and forwarded it to the finance department for payment. The monthly invoice amounts were always the same \$685.00. Around February or March 2019, [his girlfriend] stopped doing the invoices for AAA Assassin. Mr. Urtecho did not know why she stopped working for Mr. Pellegrini, and he never asked her.

Around February or March 2019, Mr. Urtecho was out of the country when he received a call from Mr. Pellegrini requesting his assistance in getting another invoice done. Mr. Urtecho asked his wife to help. Mr. Urtecho sent his wife a copy of the AAA Assassin invoice template and a copy of the typed February 2019 invoice so she could create the invoice for March 2019. She completed the March 2019 invoice and sent it directly to Mr. Urtecho. Mr. Pellegrini did not pay her for her help, and she only completed this one invoice. The only difference between the February and March invoices was the date; that was all she did.

The city's finance department was aware that [his girlfriend] was working for AAA Assassin on the pest control contract and that his wife also helped with vendor invoices. It was common knowledge, and they never said anything about it. When the new city manager took over, she did not want his wife or [his girlfriend] doing the invoices for vendors, which resulted in Mr. Urtecho leaving his job with the city.

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The Public Services Office Manager also completed invoices for a city consultant who would send monthly bills that contained errors, and she would correct them for him before submitting them for payment to the finance department. Additionally, another company that completed work on city sidewalks, did not have enough staff members to do their own billing. Consequently, two named city employees completed the invoices for them. They were “just helping” the vendors and never received any money from them.

AAA Assassin also billed the city for various extra services outside the scope of the original contract. Most of these extra payments were for termite treatments and re-baiting of rat and rodent traps, which were not included in the monthly pest control services at the 13 city locations. When Forever Gone had the previous contract, the city likewise paid them extra for such services.

In late 2018, the city wanted to have termite treatments done at three locations: the fire rescue offices; the Swanson House; and the Women’s Club. The city received pressure from the Women’s Club for pest control problems, so they pushed the work through to AAA Assassin without getting three quotes, because the city manager wanted it done.

When asked why the city paid \$500.00 extra for exterminating city hall in October 2018 when both pest control and rodent control treatments at city hall were specifically included in the contract and should have been covered in the monthly service fee of \$685.00 and shown the contract, he was surprised. He had not noticed that. AAA Assassin should not have charged the city any extra money for this work.

The receipt for a \$1,800.00 p-card charge paid to AAA Assassin on February 12, 2019, was related to “problems” at the Swanson House. The \$1,800.00 was a “mistake,” and Mr. Pellegrini had to return some of the money to the city because he was paid double. Because whoever paid AAA Assassin with the p-card told him that the work was done and he was the acting director at the time, Mr. Urtecho “signed a lot of stuff,” which was why his signature was on the p-card receipt.

Around spring 2019, the Public Services Office Manager asked Mr. Urtecho for the supporting documentation for the \$1,800.00 p-card purchase, so he requested an invoice from Mr. Pellegrini. Mr. Urtecho subsequently received the invoice for \$1,200.00 from [his girlfriend] on behalf of Mr. Pellegrini, and Mr. Urtecho forwarded it to the Public Services Office Manager. The invoice was for termite treatment at the Swanson House and was dated February 22, 2019. He did not know how this invoice was created or why the date and amount on the invoice was different than the \$1,800.00 p-card receipt.

After receiving the \$1,200.00 invoice, the Public Services Office Manager responded to Mr. Urtecho, telling him that the invoice he sent was the wrong one and that she needed the invoice for the \$1,800.00 p-card purchase. Several days later, Mr. Urtecho received the invoice for \$1,800.00 from his wife. Mr. Urtecho had instructed his wife to type the invoice from information contained in a handwritten invoice that Mr. Pellegrini provided to Mr. Urtecho. Mr. Urtecho could not explain why the description section on this invoice listed “monthly pest control” at various city facilities instead of termite treatment at the Swanson House. Mr. Urtecho could not produce Mr.

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Pellegrini's handwritten notes because he threw out all the written notes and invoices he ever got from Mr. Pellegrini.

Mr. Urtecho did not know why the city paid an \$1,800.00 p-card payment to AAA Assassin for the Swanson House in March 2019, when the Swanson House had been treated and invoiced just four months earlier. Mr. Urtecho later stated that the termite treatment at the Swanson House in October 2018 was invoiced, but AAA Assassin did not do the work. He could not remember the reason why. The October 2018 invoice for termite treatment at the Swanson House was actually an “estimate,” not an invoice. He had no explanation for why the city paid \$1,420.00 to AAA Assassin in October 2018 for an “estimate,” or why he signed off on the payment.

Before he would sign a AAA Assassin invoice and route it for payment, he confirmed with Facilities Maintenance Technician 2 and Facilities Maintenance Technician 1 that AAA Assassin completed the work.

Mr. Pellegrini had illegally used Mr. Urtecho's credit card on approximately five occasions, and the three checks that Mr. Pellegrini and AAA Assassin issued to him were to pay him back. Mr. Urtecho had previously hired AAA Assassin to treat his home, and he paid Mr. Pellegrini \$1,200.00 with his personal credit card. Shortly afterward, Mr. Urtecho found several fraudulent charges on his credit card bill that Mr. Pellegrini made.

When asked how he knew the charges were from Mr. Pellegrini, Mr. Urtecho said he did not use his credit card, so he knew the charges were from him. Mr. Urtecho later said he knew it was Mr. Pellegrini because he called his sister-in-law and she denied using his card to make the unknown charges. Mr. Pellegrini later told Mr. Urtecho that he accidentally used his credit card number that was stored in AAA Assassin's payment system, and that he would pay him back. This happened about five different times, however, Mr. Urtecho did not file a police report because Mr. Pellegrini threatened to tell Mr. Urtecho's wife about his girlfriend.

Mr. Urtecho was not sure how much Mr. Pellegrini charged his credit card in total, but Mr. Pellegrini paid him back for all the charges. Some of the charges were for truck payments and insurance. Mr. Pellegrini re-paid Mr. Urtecho by checks and cash. The check for \$963.00 was for the combined charges of a truck payment and insurance. Another truck payment showed up on the statement as \$685.00, which was why a check for that amount was issued to him. That the amount of \$685.00 was the same for both the truck payment and the monthly fee the that the city paid AAA Assassin for pest control services was a coincidence.

He and his girlfriend were involved in a romantic relationship for several years. He introduced her to Mr. Pellegrini so she could make some extra money by helping AAA Assassin. Mr. Pellegrini knew of their affair, and Mr. Urtecho's wife did not. Around February or March 2019, when Mr. Urtecho and his girlfriend broke up, she no longer wanted to work for Mr. Pellegrini, so she stopped doing AAA Assassin's invoices. That was the reason why Mr. Urtecho had to ask his wife to help with the March 2019 invoice.

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If his employment with the city had not ended, Mr. Urtecho planned on getting Mr. Pellegrini's contract terminated. Since Mr. Pellegrini did not complete his own invoices, it was a headache for Mr. Urtecho to constantly have his girlfriend or his wife complete the invoices. He would have terminated AAA Assassin because of Mr. Pellegrini's fraudulent use of Mr. Urtecho's credit card and his threats to tell his wife about his affair.

The quotes that three vendors submitted to the city for the September 2018 garage door work project were "delivered by hand" to him from each company while they were onsite taking measurements for the garage doors. After being told that G & G Garage Door and Top Garage Door advised that they never submitted quotes for this project and that their quotes were fraudulent, Mr. Urtecho said he did not get the quotes from those vendors.

Mr. Urtecho first met Mr. Torres a few months before the quotes were submitted to the city. Mr. Decota, a contractor who had done a lot of work for the city, introduced Mr. Urtecho to Mr. Torres. Mr. Decota told Mr. Urtecho that Mr. Torres needed the work, so Mr. Urtecho agreed to help, as long as Mr. Torres was honest and cheaper than the other quotes. Mr. Torres met with Mr. Urtecho on-site where Mr. Torres took measurements to prepare his quote.

Mr. Torres agreed to get the two other quotes for the September 2018 project for Mr. Urtecho, and Mr. Urtecho told him to email the other quotes to his wife. Mr. Urtecho did not want to raise suspicion by directly receiving the quotes from Mr. Torres on his own email. He felt it was better to conceal his activities with Mr. Torres by using his wife's email. Mr. Torres sent the quotes from G & G Garage Door and Top Garage Door to Mr. Urtecho's wife, and she forwarded them to Mr. Urtecho. Mr. Urtecho's wife did not know what was going on and just forwarded the quotes to him. Mr. Urtecho did not know how Mr. Torres got the other two quotes.

Subsequently, PGRD was awarded the September 2018 job as the low bidder. As part of the project, PGRD needed motors for the garage doors. The quote from Remote Access was part of that job, and that was why Mr. Torres' mother sent that document to Mr. Urtecho.

Around the same time that the city awarded PGRD the September 2018 contract, PGRD repaired the garage door at Mr. Urtecho's residence. Mr. Torres came to Mr. Urtecho's house and replaced two springs on his garage door. When Mr. Urtecho asked how much he owed, Mr. Torres told him that "Joe [Decota] took care of the bill." Mr. Urtecho estimated the cost of the work that Mr. Torres completed to be \$250. Mr. Urtecho did not repay Mr. Decota or Decota Construction.

2. Interviews of Richard Pellegrini, Owner of AAA Assassin

Mr. Pellegrini knew Mr. Urtecho from about 25 years ago when the two were in their twenties and Mr. Urtecho had just started working for the city. They were neighbors for about a year and would sometimes hang out, drink beer, and barbeque. Mr. Pellegrini lost touch with Mr. Urtecho when he moved to Orlando to work for a pest control company.

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Around August 2018, Mr. Pellegrini reconnected with Mr. Urtecho. Prior to doing work for the city, AAA Assassin provided pest control services for a place called Grampa's Bakery. In 2018, the manager of Grampa's Bakery set up a meeting between Mr. Pellegrini and Mr. Urtecho because the manager knew that Mr. Urtecho was looking for a pest control company.

At first, neither Mr. Pellegrini nor Mr. Urtecho realized that they knew each other. Mr. Urtecho told Mr. Pellegrini that the city was looking for a company to provide pest control services. Mr. Urtecho disclosed the price the city was paying another pest control company and said that AAA Assassin would get the contract as long as Mr. Pellegrini came in under that price, which was approximately \$700.00. Mr. Pellegrini understood that for AAA Assassin to win the pest control contract with the city, through Mr. Urtecho, AAA Assassin needed to submit a lower bid. So, he did, bidding \$685.00, and AAA Assassin won the contract.

Prior to AAA Assassin submitting its proposal to the city, Mr. Urtecho had emailed Mr. Pellegrini a template listing the city locations and scope of work, and Mr. Pellegrini simply filled in the costs for each facility needing to be serviced. He then sent a AAA Assassin invoice template to Mr. Urtecho so that he could forward it to his girlfriend to use in typing up AAA Assassin's monthly invoices.

In addition to monthly pest control services, there were opportunities for Mr. Pellegrini to do work outside the scope of the contract, such as termite control services, on a case-by-case basis. In fact, the chance to conduct termite control services for the city was his primary goal in obtaining the pest control contract because it was much more profitable for him. He recalled providing termite control services for at least two locations in the city, the Swanson House and the Women's Club. It was "weird" how the city paid him for doing termite work. Mr. Urtecho would send one of his employees [Facilities Maintenance Technician 1] to meet with Mr. Pellegrini and swipe a credit card to pay him. This was different than how the city paid him for doing monthly pest control services, which was by check.

Mr. Pellegrini personally completed the work at the job locations. Afterward, he normally provided handwritten invoices to customers in order to get paid. Mr. Urtecho told Mr. Pellegrini that the city needed their invoices to be typed. So, when Mr. Pellegrini began working with the city, Mr. Urtecho asked him to hire the woman whom Mr. Pellegrini knew to be having an affair with Mr. Urtecho, to type AAA Assassin's invoices. Mr. Pellegrini paid Mr. Urtecho's girlfriend per invoice, usually between \$50 and \$100 dollars.

For the termite control services, in which one of Mr. Urtecho's employees paid Mr. Pellegrini via credit card, it was okay for Mr. Pellegrini to provide the handwritten invoices as he was accustomed to. Mr. Pellegrini did not know why he could use handwritten invoices for those services that were outside the scope of the contract and not others.

Mr. Pellegrini confirmed that Mr. Urtecho's girlfriend created invoices 104, 105, 106, 107, and 108, each in the amount of \$685.00, for the monthly services completed in accordance with the pest control contract, based on the dates and other details that Mr. Pellegrini provided to her. She

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normally emailed the completed invoices to him, and he then forwarded them to Mr. Urtecho. Mr. Pellegrini later said a company off Stirling Road created invoice 104; however, Mr. Urtecho's girlfriend did send him an email with invoice 104 attached.

Mr. Pellegrini agreed that monthly invoice 109 from AAA Assassin to the city dated March 2019 appeared different than the previous monthly invoices. One visible difference was that this invoice lacked a vertical black line down the left side of the invoice. He did not know that Mr. Urtecho's wife was involved in the invoice process. He had never spoken to Mr. Urtecho's wife about AAA Assassin's invoices or used her in any way to create invoices. He thought Mr. Urtecho's girlfriend was the only person who ever typed AAA Assassin's monthly service invoices.

Mr. Pellegrini performed the termite treatment services at the fire offices and invoiced them himself in his own handwriting on invoice 001 dated August 25, 2018, in the amount of \$950.00. The city paid AAA Assassin via credit card. He also completed the associated "Annually Renewable Limited Warranty Agreement" for this job, which included two years paid renewal at a cost of \$125.00 per year. At a later interview, Mr. Pellegrini stated that all termite work came with a four- to five-year, annual renewable agreement, with the yearly renewal fee due one year after the service date. However, for this job, Mr. Urtecho told Mr. Pellegrini that the city wanted to pay for a two-year renewal in advance. This added an extra \$250.00 (\$125.00 a year) to the invoice and was the reason the total cost was \$1,200.00 and not \$950.00.

Mr. Pellegrini hand wrote invoice 101, dated October 6, 2018, in the amount of \$500.00 for re-baiting empty rodent boxes at all city facilities. Rodent services were extra charges because they were outside the scope of the contract. He was not aware that rodent services were included as a line-item in the previous city contract but removed from the AAA Assassin contract.

Mr. Pellegrini did not recognize invoice 101, dated October 9, 2018, in the amount of \$500.00 for exterminating services at city hall. He questioned the validity of the charge because those services at city hall were already included as a line-item in the AAA Assassin contract. That Mr. Urtecho's girlfriend completed this invoice and sent it directly to Mr. Urtecho showed he had nothing to do with it. He instructed Mr. Urtecho's girlfriend to send invoices only to him, and he would then forward them to Mr. Urtecho or other city officials. When shown that AAA Assassin received a \$500.00 p-card payment for the city hall job, he said he could not recall receiving \$500.00 for doing nothing. However, he did remember that at some point, Mr. Urtecho told Mr. Pellegrini that he owed Mr. Urtecho \$500.00.

He completed the jobs in handwritten invoices 102 and 103, both dated October 20, 2018, for termite treatments at the Swanson House and Women's Center in the amounts of \$1,420.00 and \$980.00, respectively, and recognized his handwriting on the invoices that read "paid."

Mr. Pellegrini hand-wrote "Swanson House" on the AAA Assassin receipt dated February 12, 2019, but he could not recall what specific services AAA Assassin completed for \$1,800.00 as shown on the typed invoice, dated February 28, 2019, in the amount of \$1,800.00 that corresponded to that receipt. Mr. Pellegrini was not involved in the completion of the invoice and

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had never seen it before. He noted that the description section of the invoice did not make any sense, as it simply listed city facilities and services already included in AAA Assassin's contract with the city. Mr. Pellegrini stated he never worked with Mr. Urtecho's wife on any invoices.

He believed a \$500.00 check to Mr. Urtecho may have been to pay for Mr. Urtecho doing a wood repair job for Mr. Pellegrini during the time frame that AAA Assassin had a contract with the city. At a later interview, Mr. Pellegrini remembered that the \$1,800.00 payment from the city to AAA Assassin in February 2019 was for re-baiting rodent traps at all city facilities. Mr. Pellegrini told Mr. Urtecho that the cost for this job would be \$1,300.00. Mr. Urtecho asked him to inflate the price to \$1,800.00 when Mr. Urtecho's employee made the payment to AAA Assassin via credit card, and then give Mr. Urtecho the \$500.00 difference. Mr. Pellegrini agreed and went along with Mr. Urtecho's scheme on this one occasion. Consequently, after re-baiting the rodent traps, Mr. Pellegrini had Mr. Urtecho's employee swipe his credit card for \$1,800.00 instead of the actual price of \$1,300.00. Mr. Pellegrini then paid Mr. Urtecho via the \$500.00 AAA Assassin check.

At another interview, Mr. Pellegrini said that Mr. Urtecho asked him to inflate this same invoice but to \$1,800.00 from \$1,200.00. About a week or so after the credit card transaction, Mr. Urtecho approached Mr. Pellegrini and asked for the difference, which Mr. Pellegrini ended up giving him. He could not recall if he paid the difference by check or cash. He guessed maybe he paid him \$500.00 via check and \$100.00 in cash. He was "pretty sure" the \$500.00 check was a part of the difference Mr. Urtecho wanted from the inflated invoice.

Mr. Urtecho asked Mr. Pellegrini on other occasions to inflate AAA Assassin invoices to the city, and give Mr. Urtecho the difference, but Mr. Pellegrini refused, as he did not want to jeopardize his business.

Mr. Pellegrini wrote two checks, in the amounts of \$685.00 and \$963.00, to pay Mr. Urtecho back for making payments on Mr. Pellegrini's vehicle loan. The first check was a repayment for one of Mr. Pellegrini's truck payments and the second check was a repayment for both a truck and insurance payment. He had mentioned to Mr. Urtecho, possibly while doing termite work at Mr. Urtecho's residence, that he was low on money, and Mr. Urtecho offered to loan him money by paying for his monthly truck bill. Mr. Urtecho did this by using a mobile app called "Doxo" on Mr. Pellegrini's phone, entering Mr. Urtecho's credit card information into the app, and paying Mr. Pellegrini's truck payment. Later, the app automatically withdrew another truck payment from Mr. Urtecho's credit card because the card was on file and the app was on autopay. That was why Mr. Pellegrini made the first two payments to Mr. Urtecho.

Mr. Pellegrini neither stole any money from Mr. Urtecho using Mr. Urtecho's credit card nor used Mr. Urtecho's identity at any time. The extra truck payment was an accident, and Mr. Pellegrini immediately called Mr. Urtecho after the payment went through to notify him and follow up with repayment. Mr. Pellegrini never threatened to disclose Mr. Urtecho's affair to his wife.

Mr. Pellegrini completed termite work at Mr. Urtecho's residence sometime during AAA Assassin's contract with the city. Mr. Urtecho told Mr. Pellegrini that he needed him to treat his

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house and said, “You’re going to take care of me right, I got you the city of Dania.” Mr. Pellegrini told Mr. Urtecho that he would take care of him. He did not recall the cost of his service at Mr. Urtecho’s residence or how Mr. Urtecho paid him. At a later interview, Mr. Pellegrini said he believed that Mr. Urtecho wanted him to treat his house at a discounted price for getting AAA Assassin the city contract. The actual price of the job should have been approximately \$1,300.00⁴⁶ but Mr. Urtecho only paid \$500.00 in cash. Mr. Urtecho also told Mr. Pellegrini to write \$850.00 on the warranty agreement so it did not look like AAA Assassin gave Mr. Urtecho a break. In reality, he charged Mr. Urtecho approximately \$850.00 less than the actual cost.

Mr. Pellegrini also gave Mr. Urtecho free rodent bait and pest control chemicals for use at his residence, the total value of which was approximately \$300.00 to \$400.00.

On at least two occasions, Mr. Urtecho asked Mr. Pellegrini to invoice a greater amount of money to the city than AAA Assassin’s services actually cost and then pay the extra money received back to Mr. Urtecho. He thought Mr. Urtecho believed Mr. Pellegrini “owed” him for obtaining the original contract with the city. However, Mr. Pellegrini did not do what Mr. Urtecho had asked.

3. Interviews of Fidel Torres, Vice President of PGRD

PGRD was Mr. Torres’s mother’s company. Mr. Torres submitted bid proposals on behalf of PGRD and personally performed the work for the company. He was aware of two or three instances that PGRD conducted work for the city. At a minimum, the jobs PGRD did for the city included work at a fire station and the installation of garage door motors at another large warehouse. For these jobs and others, the city likely required at least three to five quotes as part of their contract approval process.

To bid on a city project, prior to COVID, Mr. Torres would meet someone from the city at the proposed work location in order for Mr. Torres to assess the job and complete a quote. Mr. Torres usually submitted quotes in person or by email. In his business dealings with the city, Mr. Torres spoke to a few different city employees, but did not remember who they were. He believed the name “Jose Urtecho” sounded familiar.

When Mr. Torres was shown an email receipt from PGRD to Facilities Maintenance Technician 1 on February 16, 2018, in the amount of \$1,814.80, he stated that he believed the receipt came from PGRD, but he did not remember Facilities Maintenance Technician 1 or any details about the job or payment.

Regarding the project for Fire House Number 1, on July 26, 2018, for \$11,450.00, Mr. Torres remembered this contract and personally doing the work at the fire station. Prior to the project, he believed the city called him to request a quote for this bid. At some point, he also had to register PGRD as an official vendor with the city to qualify for the contract.

⁴⁶ At another interview, Mr. Pellegrini said the job was usually at least \$1,500.00.

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Mr. Torres verified that he installed four garage motors at a city warehouse. He could not recall anything further about the project, including the names of any city employees he dealt with, other competitors, or if anything unusual occurred during the bid process.

Normally, the city would not disclose the name of the competing bidders to one another in the bidding process. However, sometimes whomever was receiving the bids would tell Mr. Torres if another vendor was submitting a quote and potentially the names of the other vendors competing for the contract but not the amount of the competing vendors' bids or other details of their bids. If the city officials Mr. Torres was working with recognized that he wanted to provide good work, then he might get told to "come in under" a certain price to be strongly considered to win the contract.

On the September 11, 2018, email from Mr. Torres to Mr. Urtecho's wife, he recognized the sender's email address as his own personal email, but he did not immediately know who the other email address belonged to. If he emailed Mr. Urtecho's wife anything related to city work, it would have been at the direction of whomever he was working with from the city. He was not sure why he had been in contact with Mr. Urtecho's wife. Emailing the spouse of a city worker from a personal email address was not usual business practice when bidding for city contracts.

He attached the quotes from the two other vendors, Top Garage Door and G & G Garage Door, in his email to Mr. Urtecho's wife. The quotes were for the same city contract proposal that PGRD bid on and subsequently won. Mr. Torres must have included other companies' quotes in his email because the city "needed bids."

Mr. Torres did not remember how he obtained the two quotes from the other vendors, but he believed he would have requested a representative from those companies provide the quotes to him. He was familiar with both Top Garage Door and G & G Garage Door but could not recall the names of the representatives he may have dealt with. Mr. Torres insisted that the quotes were authentic and provided to him by each vendor. Although he could not explain why Top Garage Door and G & G Garage Door would have disclosed their bids to him, he stated that this type of activity "does happen in the field." He acknowledged that, by obtaining and submitting the quotes from Top Garage Door and G & G Garage Door on their behalf, PGRD was aware of the lowest price it needed to beat to win the city contract.

Mr. Torres remembered doing a garage door project at the residence of one of the city employees at one point in the past but did not remember the employee's name. He was better at faces than names and asked if he could see a picture of the city employee. Mr. Torres recognized a picture of Mr. Urtecho and remembered that PGRD completed a project for him. The value of the garage door project PGRD completed at Mr. Urtecho's home was likely between \$1,200.00 and \$3,000.00. Mr. Torres did not remember how he was paid for this project.

Mr. Torres did not remember any conversations or activities between himself and Mr. Urtecho that were outside the normal, legitimate business relationship between a vendor and a city or a

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company and a client. Mr. Torres then stated that Mr. Urtecho was the city employee who instructed him to obtain and send the documents in the September 11, 2018, email.

Mr. Urtecho may have told him the competitors' quotes prior to PGRD's bid submission for the July 2018 fire house job, but he could not remember.

Mr. Torres believed that someone recommended PGRD to Mr. Urtecho to complete the job at his residence, and this job was completed prior to the contractual job done at the city.

At a later interview and after reviewing PGRD documents, Mr. Torres remembered that he first met Mr. Urtecho when Joe Decota hired PGRD to perform work on the garage door at Mr. Urtecho's residence. The garage door repair at Mr. Urtecho's residence likely cost between approximately \$1,200.00 and \$3,000.00. Decota Construction paid for the work. Mr. Torres did not know why Mr. Decota asked him to perform the work at Mr. Urtecho's residence, but Decota Construction had also hired PGRD to do several other residential projects on their behalf around this time. Mr. Torres also did not know if Mr. Urtecho made any payments to Decota Construction regarding the work at his residence.

While Mr. Torres worked at Mr. Urtecho's house, Mr. Urtecho asked him if PGRD was interested in doing some commercial work for the city. PGRD subsequently serviced a door at a fire station that was paid via credit card. Next, PGRD replaced one of the doors at the fire house. It took a while and several emails from PGRD to the city before PGRD received payment from the city. PGRD expected that the city would hire them to replace additional doors at the same fire house, but Mr. Torres later learned that a different garage door company installed the new doors. He did not know the reason for the change in plans but believed that the fire station captain requested the new company.

4. Interviews of Hossein Jafarmadar, Sr., also known as Joe Decota, the Owner of Decota Construction and Decota Group

Decota Construction is a general contracting company that had completed projects for the city over the prior seven to eight years. Mr. Decota worked with multiple departments at the city, which contacted him separately when they needed contracting work completed.

For customers that came to Decota Construction looking for a single service that Mr. Decota could not complete, he would refer them to a third-party subcontractor. If he did not do the work for a project, he did not usually provide any invoices to the customer or deal with any payment exchange.

Mr. Decota was aware that Mr. Urtecho "had an issue" and some people said that "he favored people." Mr. Decota heard rumors that Mr. Urtecho may have been "getting bribes," but he did not know any specifics.

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At one point, Mr. Urtecho contacted him about Mr. Urtecho's residence garage door not opening correctly or some other issue with his garage door. Mr. Decota knew that Mr. Urtecho worked in the city's public works department, and he also saw him at various work sites when Decota Construction conducted work for the city. He referred Mr. Torres to Mr. Urtecho to take care of any of his garage door needs. He did not recall his communications with Mr. Torres regarding Mr. Urtecho's residence, but when he referred a subcontractor to a customer, he would usually call the company to inform them of his referral. He did not recall paying Mr. Torres for the work he performed at Mr. Urtecho's residence, but it was possible. If Mr. Decota did pay Mr. Torres, his company would have then invoiced Mr. Urtecho. He did not recall invoicing Mr. Urtecho, but it was possible.

Mr. Decota "100 percent" never would have recommended another company to the city or Mr. Urtecho to be awarded a project based on a personal relationship.

5. Interviews of David D. Sain, Jr., Owner of D & R Fencing

Mr. Sain was a fence contractor and owner of D & R Fencing and had completed an estimated 10 jobs for the city. Mr. Sain was usually responsible for submitting bid applications to cities or other governmental entities when applying for contracts, but he also had salesmen submit quotes at times. He never told anyone from the city what the quotes of a competing bid were for a contract.

The city initially paid D & R Fencing by check for the first jobs done in the city, but then the payment form changed to a credit card when the city was late on a payment. Mr. Sain had asked Mr. Urtecho several times to be paid for a job, and that was when Mr. Urtecho told him to come to the city to be paid by credit card. Mr. Sain met someone from the city who swiped a credit card on an application using Mr. Sain's phone. Not long after, he realized the payment did not go through, so he coordinated with Mr. Urtecho to be paid again. During this time, Mr. Sain accidentally charged the city an extra charge, which resulted in the city withdrawing one of the charges back from D & R Fencing's bank account.

Mr. Sain did not know why there were multiple payments from the city under \$2,500.00, nor could he explain if he was owed the full amount of the multiple charges or if the repeated charges were mistakes. He had no knowledge of being paid by credit card under \$2,500.00 to circumvent the bidding process.

He could not distinguish between the jobs on a list of invoices and charges. Later, he said that at some point between January and May of 2018, D & R Fencing completed fence projects at four city "lift stations." Mr. Urtecho was D & R Fencing's point of contact for the lift station projects.

D & R Fencing also installed a fence at Mr. Urtecho's residence one time. Mr. Sain did not recall when this occurred, other than it was around the same time that D & R Fencing completed the fence projects at the lift stations. He believed that his employees were the ones who conducted the work. He had one of his guys do the job at Mr. Urtecho's residence and did not make any profit

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off the job. Mr. Urtecho only paid the labor and materials in cash to the workers who did the job. Mr. Sain was not sure if he had paperwork for the work done at Mr. Urtecho's residence.

He did not do the job for Mr. Urtecho at a reduced price because of any agreed-upon scheme that included city contracts. Mr. Sain never inflated costs for any work done for the city for purposes of giving Mr. Urtecho or anyone else money and he never gave money to Mr. Urtecho for any reason.

Prior to the lift stations, the city paid Mr. Sain by check for any contract he won. However, after completing both the work at the lift stations and Mr. Urtecho's residence, he was not initially paid. He was forced to "hound" Mr. Urtecho for payment for the work he completed. Mr. Urtecho told him that he would be paid faster if he purchased a credit card reader, connected it to his phone and bank account, and allowed a city employee to pay him using a city p-card. Mr. Urtecho told Mr. Sain that for him to be paid quicker in that manner, he would have to provide invoices for each lift station at a cost of less than \$2,500.00.

In his second interview, Mr. Sain said that the \$2,400.00 invoice dated May 31, 2018, was for one of the lift station fence projects and that the \$2,400.00 price was less than the actual cost of the work completed because Mr. Urtecho told him he would be paid the rest of the cost later. This was part of the arrangement to split the invoicing of the lift stations and keep each invoice under \$2,500.00 so that Mr. Urtecho could instruct one of his employees to pay Mr. Sain by p-card.

The \$2,490.00 invoice dated June 6, 2018, was related to another lift station fence project he completed for the city. This invoice was again priced less than the actual cost of the project under the agreement that Mr. Sain would be paid later to cover the difference. The \$2,495.00 invoice dated June 14, 2018, was the invoice related to a third lift station fence project he completed for the city. The invoice was for less than the actual cost, and Mr. Sain was again to be paid later to cover the difference. He completed a fourth lift station fence project at the city, and he remembered invoicing the city at a cost less than \$2,500.00 for this project as part of the agreement set forth by Mr. Urtecho.

Mr. Sain believed that the total cost for all the lift stations was between \$10,000.00 and \$15,000.00. Prior to any work, he remembered submitting a quote, as he usually did, for the entire amount of all the lift station projects but was not sure what Mr. Urtecho did with the quote. Later, he went along with Mr. Urtecho's plan of "partial" invoices and p-card payments because the city owed him a lot of money, and he just wanted to get paid quickly. When he was paid by p-card, it was done by Mr. Urtecho sending another city employee to meet him and swipe their card.

At a later interview, Mr. Sain identified Mr. Urtecho's house in a photo and noted that his employees installed the fence shown in the photo. Around the time of the lift station projects, Mr. Urtecho told Mr. Sain that he also needed a PVC fence installed at his house, to which Mr. Sain replied, "I gotcha, buddy." He intended to give Mr. Urtecho a break in the price because of all the work D & R Fencing was getting from the city. When initially discussing the cost of the fence, Mr. Sain quoted Mr. Urtecho an "at-cost" price so as to not make a profit and only cover materials

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and labor of his employees. Additionally, Mr. Sain did not obtain a permit to install the fence at Mr. Urtecho's residence or complete any invoice or other paperwork. The up-charge for fence materials was usually around 25 percent, and Mr. Sain believed that, by his not up-charging, Mr. Urtecho may have saved approximately \$2,500.00. Mr. Sain had never completed a project without getting a permit, without doing any paper invoicing, and without making a profit before. Mr. Urtecho told him that by doing work at his residence in this way, D & R Fencing would later be given work at the city.

When D & R Fencing finished the fence job at Mr. Urtecho's house, Mr. Sain was unsure how Mr. Urtecho was going to pay him. He thought the breaking up of invoices and payments for the lift stations and use of the city p-cards were somehow related to Mr. Urtecho's fence work. He also believed that Mr. Urtecho was trying to "finagle" the cost of his fence into the lift station payments.

Shortly after Mr. Sain received the p-card payments, two charges were unexpectedly withdrawn from his account in the amounts of \$2,400.00 and \$2,490.00.

He did not know why he had to refund this money to the city. He was upset by this and spoke to Mr. Urtecho about it. Mr. Urtecho told him that he would pay him some money in cash and that he would still be paid later for whatever he was owed from the four lift stations and Mr. Urtecho's house. Mr. Urtecho subsequently gave the cash to one of the D & R Fencing employees on Mr. Sain's behalf, but he could not recall how much money Mr. Urtecho paid on that occasion.

Mr. Urtecho told Mr. Sain to submit four new invoices for the previously completed lift station jobs with the actual lift station numbers listed on them in order to be paid what was still owed to him. He did not know whether this final payment, which the city paid by check in the amount of \$7,500.00, also included the money owed to him for doing the fence at Mr. Urtecho's house because he could not remember what Mr. Urtecho had previously paid him in cash. He also did not remember what the actual costs were for Mr. Urtecho's house or the lift stations. After the city paid Mr. Sain the \$7,500.00 check, he was not owed any more money for either Mr. Urtecho's house or the lift stations. D & R Fencing did not ever complete second jobs at the lift stations.

In 2018, Mr. Sain completed another chain-link fence project for the city around the time he was creating the second "manufactured" invoices for the lift stations. This fence job was "legit," was paid by city check, and was done through another city employee instead of Mr. Urtecho.

Mr. Urtecho told him to obtain bids or quotes from other vendors for city projects.

Looking back, he acknowledged that Mr. Urtecho by-passed "normal" city competitive bidding procedures and gave D & R Fencing preferential treatment on several occasions. Mr. Urtecho's actions ensured that D & R Fencing received jobs with the city. In return, Mr. Sain provided a benefit to Mr. Urtecho by installing a fence at his house at a deeply discounted price.

6. Interview of the Former Finance Director

The Former Finance Director retired from the city on September 30, 2019.

The utilities department had a list of properties that needed to be treated monthly by the pest control vendor. In late summer or early fall of 2018, the director of public services and Mr. Urtecho told the Former Finance Director that they were having trouble with their current vendor, Forever Gone. Then in August or September 2018, the director of public services and Mr. Urtecho sent her a memorandum with paperwork and quotes to change the pest control contract to AAA Assassin. There was another memorandum written to the former city manager, which documented the city's problems with Forever Gone. However, she did not have a copy of that memorandum.

In early Spring 2019, her senior accountant was conducting a monthly p-card review when she noticed a p-card charge that was lacking appropriate backup documentation. The charge was made using Facilities Maintenance Technician 1's p-card, and the only backup documentation was a charge receipt from AAA Assassin. The senior accountant contacted the Public Services Office Manager and asked her for the missing backup documentation for the p-card charge. In response, the Public Services Office Manager sent the senior accountant an email containing an invoice from AAA Assassin. The email also included a chain of related emails that showed Mr. Urtecho's wife originally sent the invoice to Mr. Urtecho. Mr. Urtecho had then forwarded the email and invoice to the Public Services Office Manager. When the senior accountant saw that Mr. Urtecho's wife was involved in the email chain, she immediately alerted the city's controller, who then notified the Former Finance Director.

The Former Finance Director thought the situation was "strange" and warranted further inquiry. The city had a p-card policy, and all p-card users, including Facilities Maintenance Technician 1 and Mr. Urtecho, signed their acknowledgement of the rules prior to the city issuing a card. At the time of the suspicious transaction, Mr. Urtecho's p-card privileges had been revoked for not following the rules. That was likely why the Facilities Maintenance Technician 1's p-card was used to pay the pest control invoice instead of Mr. Urtecho's. The Former Finance Director did not know if Facilities Maintenance Technician 1 had knowledge of the AAA Assassin charge, as Mr. Urtecho could have borrowed the card or manually punched in the account number without his consent. Facilities Maintenance Technician 1 was not included in any of the emails involving AAA Assassin; only Mr. Urtecho and his wife were.

To follow-up, the Former Finance Director conducted a search of the city's email system. During her search, she found several emails involving AAA Assassin, Mr. Urtecho, and his wife. While reviewing Mr. Urtecho's email history, she also learned that Mr. Urtecho used the public services copier to scan and email documents. She also found evidence that Mr. Urtecho used the copier in various emails between himself and his wife, including some containing AAA Assassin invoices.

The Former Finance Director, the city manager, and the city attorney then met with the human resources director to determine what to do with Mr. Urtecho. They initially decided to suspend Mr. Urtecho with pay pending an investigation.

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The city also filed a police report with BSO and terminated Mr. Urtecho in May 2019.

Mr. Urtecho previously served on the pension board for the city. However, after being placed on administrative leave and terminated, he was removed from this position.

7. Interview of Public Services Office Manager

The Public Services Office Manager worked for the city for approximately 12 years. At the time of her interview, she was assigned as the office manager in the utilities department and had been in that role for a little over two years. Her duties consisted of various administrative functions, including those involving invoices and budgets.

The Public Services Office Manager worked under Mr. Urtecho. She described Mr. Urtecho as having a "track record." He was "cocky" and "aggressive" when he was in charge. He was also slow to respond to questions and emails. Some things raised concerns when they came from Mr. Urtecho, and she was scared when dealing with him because she had always heard he "didn't do things right." She did not trust him, but she did not question him because he was the manager.

At one point, the Public Services Office Manager heard through the rumor mill that Mr. Urtecho was trying to get her fired. In an abundance of caution, she submitted a letter to her personnel file documenting the rumors she heard, as she feared she would lose her job because of Mr. Urtecho.

She explained the procurement process within the city's utilities department. When necessary, managers obtained quotes from three different vendors for goods and services within their area of responsibility. When a decision was made on which quote would be awarded the contract, the person or manager making the purchase signed the paperwork. The quotes did not need to be signed by the vendors at the time of submission; however, the winning vendor was required to sign the quote once the contract was awarded. The three quotes would also be attached to a memorandum that was sent to the city's finance director and city manager for approval. Only the city manager could sign final contracts. The Public Services Office Manager entered the completed information into the system for routing and created the purchase order.

The Public Services Office Manager did not deal directly with the pest control bids, but she did process the purchase orders. The utilities department used Forever Gone from approximately 2016 to the expiration of their contract sometime in 2018. She liked working with Forever Gone and did not know of any complaints within the city about them. When she previously worked in the city's parks department, they used Forever Gone and were happy with their work. It was normal for a contract to be extended when there were no problems, which was what she thought would occur with Forever Gone. She did not remember if Mr. Urtecho wanted to keep Forever Gone or not.

In 2018, the Public Services Office Manager recalled working on a contract renewal with Forever Gone because she thought it was getting an extension. Then "something happened" that caused Mr. Urtecho to want to change vendors "all of a sudden." She could not remember exactly what happened, but she did recall thinking that "the whole thing was weird" and "seemed off." Mr.

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Urtecho wanted to go with a new pest control vendor, AAA Assassin, because they treated for termites at a lower cost; however, she did not know how Mr. Urtecho knew that to be true. Mr. Urtecho told her that AAA Assassin provided more services and that Forever Gone did not treat for termites; however, she recalled that Forever Gone tented the Swanson House for termites in the past. She did not act on her thoughts or question why Mr. Urtecho was pushing for AAA Assassin, though, because he was the manager. He had the power within his position to say no and not use Forever Gone.

Mr. Urtecho was responsible for obtaining the quotes for the new pest control contract in 2018 and provided the Public Services Office Manager with the three quotes. She did not provide Mr. Urtecho with a quote from Forever Gone, AAA Assassin, or Price Termite. When a manager brought her quotes, they were brought to her all together. It was when she got the three pest control quotes from Mr. Urtecho that she found out they were switching vendors from Forever Gone to AAA Assassin.

The Public Services Office Manager normally wrote the cover memoranda for vendor selections; however, she could not remember who wrote the cover memorandum that recommended the selection of AAA Assassin. That would have been reviewed and edited by the utilities director and then the finance director.

The quote template used by AAA Assassin and Price Termite in the three quotes attached to the memorandum did not look familiar, and she did not know who typed it. She also did not remember the company Price Termite. In addition, Forever Gone's "quote" in the memorandum was not a quote; it was Forever Gone's old contract. She did not know if Forever Gone knew they were competing against two other vendors for a new pest control contract. It was Mr. Urtecho's job to make sure the quotes were right.

The Public Services Office Manager may have given Mr. Urtecho a copy of the old contract from Forever Gone. She would have done that at his request so he would know what the city needed for pest control services. Mr. Urtecho was responsible for reviewing the vendor quotes, and he needed to be able to compare "apples to apples." The pricing was not to be shared with other bidders and Mr. Urtecho would have had to white out the prices if he were to share the template with other vendors. She did not change the specs on any of the quotes. She was also not allowed to adjust, create, or change invoices.

She had seen vendors submit handwritten invoices that the city processed. There was no rule against it, but it did not happen very often.

The purchase order that she created for AAA Assassin matched the signed agreement and incorporated the 12 monthly pest control service payments. Anything outside of the contract needed to be paid separately. The monthly payments were not to be paid with a p-card; they were always paid through checks. The system that the Public Services Office Manager used did not see payments made with p-cards. She only saw the monthly invoices, so she was not aware of any additional pest control charges made by p-cards until after the fact.

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Everyone assigned a p-card received a monthly statement that they had to enter into the system. Each person was responsible for their own card. Mr. Urtecho always had issues with his p-card. There were times when the senior accountant in the finance department asked the Public Services Office Manager to assist in gathering the backup documentation for Mr. Urtecho's p-card charges. There was a lot of extra, outside the contract work that AAA Assassin did. She recalled the spraying of buildings and rodent control as extra payments to AAA Assassin. This raised a "red flag" for her, especially since the payments were made using p-cards. The Public Services Office Manager never saw any handwritten p-card invoices for AAA Assassin. Looking back, the pest control selection process and extra payments the city made to AAA Assassin seemed weird to her and "stuck out" in her mind.

When asked about the AAA Assassin invoice for \$1,200.00 submitted in February 2019, she recalled a lot of stuff that was "iffy" and that she questioned. She did not know Mr. Urtecho's girlfriend and said she had not "heard of him." When she subsequently received the invoice from Mr. Urtecho's wife, she thought it was weird and that "something was not right." It was improper for a city employee to complete an invoice on behalf of a city vendor. AAA Assassin was a city vendor, so she questioned why Mr. Urtecho would have his wife send their invoice.

The Public Services Office Manager did not confront Mr. Urtecho with her concerns, but she did mention them to the senior accountant in the finance department. In 2019, the city stopped using AAA Assassin.

Another bid process and contract that seemed "weird" to the Public Services Office Manager was the rolling garage door contract. She could not remember why, but something seemed "off" with the contract. She was not involved in getting the quotes for the garage door contract, and she was also not aware of whether Mr. Urtecho's wife was involved in any way.

8. Interview of Facilities Maintenance Technician 1

Facilities Maintenance Technician 1 had worked for the city since approximately 2008. From around 2017 to 2019, he worked for Mr. Urtecho in the utilities department. He primarily worked on facility maintenance and was not involved in the city's contract processes.

There was a culture in the city that all employees who worked for Mr. Urtecho understood. If an employee did not do as Mr. Urtecho wanted, that employee would be assigned the less-desirable jobs. Facilities Maintenance Technician 1 recalled at least one instance when Mr. Urtecho wanted to issue a written reprimand to him for something that he had done. He informed Mr. Urtecho that as it was his first time being reprimanded, and the city's policy provided that it should only be a verbal one. At the time, Mr. Urtecho believed Facilities Maintenance Technician 1 was trying to "outsmart" him, and Mr. Urtecho told him it would "come back" on him. He knew this meant he would be assigned unfavorable jobs later.

The city required three quotes for vendor contracts greater than \$2,500.00. Purchases less than \$2,500.00 could be made at the department level using a p-card. Facilities Maintenance

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Technician 1 possessed a p-card, but he only used it when directed by his supervisors. He operated under the assumption that his supervisors would only instruct him to make valid purchases.

During the time they worked together, Mr. Urtecho directed him to make one to two purchases using his p-card. This occurred only on the pest control contract with AAA Assassin. Mr. Urtecho never directed him to use his p-card with any other vendor. He recalled that termite treatments at the Women's Center on October 20, 2018, and the Swanson House on October 20, 2018, were the two instances he used his p-card. He was physically present at the work sites to verify the jobs were completed, and he then swiped his p-card on a hand-held device maintained by the pest control vendor. Afterward, Facilities Maintenance Technician 1 turned in the supporting documentation to the city's finance department.

Facilities Maintenance Technician 1 had no recollection of a third p-card charge made on behalf of Mr. Urtecho around February 2019. City officials never questioned him regarding a third charge or ever asked about missing supporting documentation. He did not know how it would have been possible for anyone to use his p-card without his knowledge, because he always kept his card on him. Mr. Urtecho did not have a p-card that he could use himself even though most supervisors did. He believed it was because Mr. Urtecho may have failed to complete proper paperwork for p-card usage in the past.

AAA Assassin was the pest control vendor for the city until around mid-2019. Facilities Maintenance Technician 1 was not involved in the contract awarding process, although he heard through "the yard" that something "fishy" went on with this contract. It had something to do with the vendor being paid more than the original invoices, Mr. Urtecho's wife doing the invoicing, and Mr. Urtecho somehow being involved.

Facilities Maintenance Technician 1 was not involved with the Forever Gone contract. He assumed their contract had run its course and that the city needed new bids for their pest control services. He did not know why Forever Gone was not chosen to renew its contract, and he had no knowledge of the three bids submitted for the new contract. He was unaware of any termite services Forever Gone provided to the city, and he never paid Forever Gone during their contract using his p-card, as Mr. Urtecho later instructed him to do with AAA Assassin.

Initially, he recalled three instances of using his p-card to pay Mr. Pellegrini for termite services at the Women's Club, termite services at the Swanson House, and "rat traps" at city hall. The Women's Club and Swanson House were next door to each other, so it was possible that he used his p-card, at the direction of Mr. Urtecho, to pay AAA Assassin for both termite services at the same time.

AAA Assassin was the only vendor Mr. Urtecho ever instructed him to pay using his p-card. He thought it was strange, and he and other co-workers wondered why AAA Assassin was paid this way. However, Facilities Maintenance Technician 1 did not want to do anything counter to what Mr. Urtecho wanted and then receive "retaliation" from Mr. Urtecho.

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The city's policy was to pay vendors after work was completed. When Facilities Maintenance Technician 1 made payments to AAA Assassin based on Mr. Urtecho's guidance, he believed the jobs were already completed. Facilities Maintenance Technician 1 never inspected the completion of AAA Assassin's jobs prior to payment. After receiving AAA Assassin's first handwritten invoice, he believed it may have been the finance department that wanted future invoices from AAA Assassin to be typed. He was not aware of Mr. Pellegrini using Mr. Urtecho's girlfriend to type the invoices.

He met Mr. Pellegrini in person to use his p-card to pay AAA Assassin \$500.00 for invoice number 101 because Mr. Urtecho instructed him to. At the time, Facilities Maintenance Technician 1 thought this payment was for rodent baiting. He was unaware that AAA Assassin had billed the city's finance department for baiting three days prior to the October 9, 2018, date listed on the invoice. He stated, "I just show up to pay because [Mr. Urtecho] said [Mr. Pellegrini] did the work." AAA Assassin did not provide invoices "on the spot," so he would have swiped his p-card and seen the invoice later.

He paid AAA Assassin for the work reflected in the two invoices for termite treatments at the Women's Center and the Swanson House and reflected in a finance statement showing that his p-card was used on October 16, 2018, for \$2,400.00, the amount of both invoices. He believed Mr. Urtecho structured the costs of the services to be under \$2,500.00 to avoid having to obtain three bids per city policy. He based his belief on the fact that the Woman's Center was not much smaller than the Swanson House, yet the cost of treatment was only \$980.00 versus \$1,420.00 for the Swanson House. Charging AAA Assassin less for the Woman's Center would have allowed Mr. Urtecho to instruct Facilities Maintenance Technician 1 to use his p-card to pay AAA Assassin because the total was less than \$2,500.00. He believed both termite treatments were completed at the time he paid Mr. Pellegrini.

Facilities Maintenance Technician 1 did not recognize the February 22, 2019, invoice for termite treatment at the Swanson House. He had thought the Swanson house was completed in October 2019 and did not know of any other Swanson House termite treatment requirements.

He remembered Mr. Urtecho telling him to meet Mr. Pellegrini and use his p-card to charge the amount of \$1,800.00, but he did not know what the charge was for. He "knew nothing about what jobs were being done." He was unaware of any instance when a charge on his p-card was inflated for extra money to be given back to another person.

He never saw the invoice dated March 5, 2019, with a description of the monthly AAA Assassin services in the amount of \$1,800.00. If the invoice was for monthly services, it should have gone through the city's finance department.

When asked about any contracts that appeared abnormal that involved Mr. Urtecho, other than the contract with AAA Assassin, Facilities Maintenance Technician 1 recalled a fence contract in late 2018 that "may have been selected on purpose." He believed the type of fence that was installed at a pump station in the city was the exact same type of fence Facilities Maintenance Technician 1

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saw installed around Mr. Urtecho's residence. He believed the cost of the pump station fence was approximately \$10,800.00.

Another contract that "seemed suspicious" was a garage door contract between a vendor from Hialeah and the city. He recalled a garage door was installed at one of the fire stations, and there were complaints about the job.

Mr. Urtecho frequently "did things behind people's back," and anyone was penalized "if you got on his bad side."

9. Interview of Facilities Maintenance Technician 2

Facilities Maintenance Technician 2 had worked for the city for approximately five years. He moved to the maintenance department where he worked for Mr. Urtecho for one to two years. Facilities Maintenance Technician 2 was a p-card holder, responsible for purchasing necessary materials and services to complete maintenance jobs less than \$2,500.00 dollars. Anything more required three quotes from vendors for city officials to evaluate and decide. If he needed to make a purchase over the \$2,500.00 one-time payment limit, then he would often personally obtain the three necessary quotes and submit them to the finance department for approval. He saved the receipts for all payments he made using his p-card and submitted them to finance at the end of the month. He was never questioned about any payments he made.

Facilities Maintenance Technician 2 recalled the pest control contract that the city awarded to AAA Assassin in 2018. The previous pest control vendor for the city was Forever Gone. He did not know why Forever Gone's contract was not renewed or why AAA Assassin began servicing the city, because he was not part of the contract awarding process. Normally, he should have been the one responsible for obtaining the three quotes, but it did not happen in this case. One day, Mr. Urtecho simply stated, "This is the bug guy," and directed him to use AAA Assassin.

During AAA Assassin contract with the city, Facilities Maintenance Technician 2 was the point of contact for opening various city facilities for AAA Assassin to conduct its monthly pest control services, including spraying and the placement of rat traps. At the direction of Mr. Urtecho, the city also paid AAA Assassin for some additional work, such as baiting traps every two to three months. He was unsure of the regularity of these additional payments or their justification. At the time, he believed that these services would have been included in the scope of the contract, but he did not openly question the extra expenses, because Mr. Urtecho was his boss and told him directly to pay AAA Assassin. He recalled approximately two occasions when Mr. Urtecho directed him to use his p-card to pay AAA Assassin. One instance was for re-baiting a trap, and the other was for the removal of a dead bobcat. He believed that the payment to remove the dead bobcat was a legitimate extra expense that would not have been included in the scope of the original contract. In addition, AAA Assassin performed termite treatments at two city locations that were not in the contract. These occurred at the Swanson House and the "Lady's Club." Mr. Urtecho was never present at city facilities when AAA Assassin performed its monthly services or any additional work. Mr. Urtecho was responsible for managing various departments such as water, sewer, and

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maintenance and would delegate the execution of groundwork to employees like Facilities Maintenance Technician 2.

Facilities Maintenance Technician 2 recalled another instance where he used his p-card solely at Mr. Urtecho's direction to pay a garage door company for an issue that occurred at Fire Station 1. He did not remember the name of the garage door company. When he asked Mr. Urtecho why he was paying this garage door company, Mr. Urtecho stated, "If I tell you to do it, you do it." The price of the repair was between \$2,200.00 and \$2,300.00 so Facilities Maintenance Technician 2 did not need three quotes. At Mr. Urtecho's direction, he called the garage door company and made the payment over the phone. A receipt was then sent to either Facilities Maintenance Technician 2's email or the email of his colleague, Facilities Maintenance Technician 1.

Later, Facilities Maintenance Technician 2 visited Fire Station 1, where someone who appeared to be a fire chief got upset with him. The fire chief had originally identified and received a quote from a qualified company to accomplish the job; however, the city decided to go with another garage door company that Facilities Maintenance Technician 2 paid with his p-card. Facilities Maintenance Technician 2 explained that he was "just doing what Jose instructed," but the fire chief was angry because the company Mr. Urtecho picked did a "half-ass" job. The fire station door did not close smoothly. Facilities Maintenance Technician 2 believed that Mr. Urtecho picked his own garage door company because it was cheaper than the fire chief's company. He also believed that the repair project cost less than \$2,500.00, eliminating the quote awarding process.

Facilities Maintenance Technician 2 did not believe anyone could have used his p-card without his knowledge unless a vendor, like the garage door company that he paid over the phone, copied his credit card number and used it at a later date. He also made some payments to AAA Assassin over the phone in the past.

He was unsure why the city terminated Mr. Urtecho but believed it had something to do with his receiving kickback payments from the AAA Assassin contract. He was unsure of the source of that rumor. After the city fired Mr. Urtecho, the owner of AAA Assassin contacted Facilities Maintenance Technician 2 and stated, "I didn't know Jose was doing that stuff." AAA Assassin then asked him to put in a good word to the city to allow AAA Assassin to continue providing pest control services, but Facilities Maintenance Technician 2 had no intention of providing that recommendation.

Facilities Maintenance Technician 2 and Mr. Urtecho did not have a close relationship. Mr. Urtecho was a "difficult" boss and other employees referred to him as "El Chapo."

Facilities Maintenance Technician 2 was not directly involved in any contract or invoice decisions. Mr. Urtecho just directed him to do things. He thought that some of Mr. Urtecho's orders were "strange," and he worried about doing something wrong that would cost him his job. However, he was afraid to push back against Mr. Urtecho because he was in charge. At most, he asked Mr.

Urtecho questions such as, "Are you sure I can charge this on my p-card?" before Mr. Urtecho ordered him to pay a vendor.

10. Interview of the Sewer Mechanic

The Sewer Mechanic had worked for the city for approximately 19 years. He was in the utilities department and worked under Mr. Urtecho for about 14 years. He was a p-card holder responsible for purchasing materials and services for projects less than \$2,500.00.

Around August 2018, Mr. Urtecho called him and told him to meet at Grampa's Bakery. At the bakery, he met with Mr. Urtecho and the owner of AAA Assassin. Mr. Urtecho stated that AAA Assassin was going to do some tent and woodwork at the Swanson House and needed to get paid. Mr. Urtecho then directed the Sewer Mechanic to give his p-card to Mr. Pellegrini, who ran it through a card scanner. The amount of the charge was less than \$2,500.00 because it was made with a p-card. The payment was also made before any work was actually completed by AAA Assassin, which the Sewer Mechanic later thought was unusual.

At the time of the August 2018 meeting, AAA Assassin was not yet the vendor for the city's pest control contract. Forever Gone had been the vendor, but the Sewer Mechanic did not know why the city no longer utilized them. In late 2018, the city awarded the contract to AAA Assassin, but he did not know if the city obtained three quotes prior to selecting AAA Assassin.

Additionally, the Sewer Mechanic heard rumors that Mr. Urtecho did not get the required quotes for city contracts with two other companies, R & R Electric and D & D Fence. It was also rumored that Mr. Urtecho received kickbacks from these vendors, in addition to AAA Assassin. His colleague, Former Sewer Mechanic, had some involvement with the D & D fence contract. The Former Sewer Mechanic was on-site at a city fence project and paid D & D with his p-card. Mr. Urtecho approved and signed off on the D & D invoice. The alleged kickback from D & D to Mr. Urtecho was in the form of the company installing a fence at Mr. Urtecho's residence.

The Sewer Mechanic described Mr. Urtecho as a "shady character" who could be very persuasive. He and other city employees did whatever Mr. Urtecho told them. Looking back, the only time that he ever felt "weird" about doing something was when Mr. Urtecho told him to pay the AAA Assassin owner because he thought the AAA Assassin owner was "sketchy." In hindsight, he should not have allowed AAA Assassin to charge his p-card before any work was completed. However, Mr. Urtecho was his boss, and he was just following his instructions.

11. Interview of the Former Sewer Mechanic

The Former Sewer Mechanic worked for Mr. Urtecho at the city as a sewer mechanic for 14 to 15 years. At the time of the interview, he worked as the utilities manager, Mr. Urtecho's former position. The Former Sewer Mechanic was a p-card holder for the city able to make purchases of less than \$2,500.00 dollars without supervisor approval.

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The Former Sewer Mechanic recalled a purchase he made at Mr. Urtecho's direction to a fence company that was going to install fences at four locations in the city. The fence company was called either "D & D" or "D & H." Later, the Former Sewer Mechanic heard rumors that Mr. Urtecho had a fence installed at his house by the same company. It was rumored that the invoiced dollar amount that the city paid the fence company for the four fences was inflated and that the company installed a separate, unsanctioned fence on Mr. Urtecho's property as a form of kickback for receiving the inflated contract.

The invoice for the fence project totaled roughly \$2,300.00, but the fence company actually charged the Former Sewer Mechanic's p-card twice for the same amount. He caught the mistake when preparing his end-of-the-month statement and noticed two payments for \$2,300.00 charged to his p-card. He met with the Public Services Office Manager to clear up the issue. He also contacted the fence company and requested a refund for the second payment, which the company refunded within one month.

The project for which he believed he used his p-card included fence repairs at four city lift stations. Each location included installation of a door, fence posts, and some portion of the picket fence. The Former Sewer Mechanic estimated the work at each location may have been valued between \$800.00 and \$1,000.00.

There was a long time between when the Former Sewer Mechanic paid the fence company and when he heard the rumors about a fence being installed at Mr. Urtecho's residence. The rumors included the belief that the company installed fences at the city lift stations in the same style, that is, white picket fence, that it installed at Mr. Urtecho's residence.

Prior to hearing the rumors, he believed Mr. Urtecho had the "interests of the city at heart." Mr. Urtecho was a "piece of work." Although everyone at the city knew Mr. Urtecho was a "jerk," the Former Sewer Mechanic never assumed Mr. Urtecho received kickbacks on any of the contracts at the city. However, he personally observed that Mr. Urtecho could be "kind of shady" in some of his business activities. One time, the Former Sewer Mechanic's work truck needed repairs at an auto shop at a cost of approximately \$2,700.00, but Mr. Urtecho wanted to skip the process of obtaining three quotes and have the Former Sewer Mechanic simply use his p-card. Consequently, Mr. Urtecho worked with the auto shop to break up the repair invoice into two smaller amounts to bring each payment to less than the \$2,500.00 threshold for p-card payments.

12. Interview of the BSO Facilities Supervisor

The BSO Facilities Supervisor oversaw the repairs and maintenance for Fire Station 1, which is owned by the city. The city budgeted him \$15,000.00 per fiscal year for repairs and maintenance to Fire Station 1.

The BSO Facilities Supervisor followed the procurement process for BSO, which required one quote for purchases below \$5,000.00, two quotes for purchases between \$5,000.00 and \$20,000.00, and three quotes for purchases between \$20,000.00 and \$50,000.00.

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Around April 2018, he collected two quotes from vendors for a replacement rolling garage bay door for Fire Station 1 for a cost of approximately \$11,000.00 to \$13,000.00. He submitted the two quotes and rolling door specifications to the city in April 2018. Due to the emergency nature of the work conducted at the fire station, he wanted to ensure the new rolling bay door was high quality and met certain standards. The doors listed in the quotes he obtained were both the same type and met his specifications. The quotes he obtained also included the required permit fees and engineer drawing fees, which was standard for all fire station garage door projects.

After submitting the two bids to the city, he did not hear anything until July 2018, when he got an email advising him that the city approved the project and issued a purchase order. He assumed that one of the companies whose quotes he obtained was selected. When he called the vendors, they told him that they were not selected. When he found out which company was selected and that it was installing a different, inferior bay door, he called Mr. Urtecho and “called him on it.” He told Mr. Urtecho the quality was not the same and that the proposed fire station door from Mr. Urtecho’s vendor, PGRD, was “garbage.”

Prior to this project, he had never heard of PGRD, and after the work was done, he refused to do any future business with them. During the installation, the BSO Facilities Supervisor asked Mr. Urtecho why there was no permit posted at the work site, but Mr. Urtecho did not respond. The BSO Facilities Supervisor did not push Mr. Urtecho on this issue because it was not his responsibility to do so.

The door that PGRD installed was not hurricane rated and not powder coated. Shortly after PGRD installed the door, the hurricane clips and curtain broke, causing the door to be inoperable.

The BSO Facilities Supervisor did not know why or how PGRD was selected for the bay door project at Fire Station 1. He thought that perhaps Mr. Urtecho was just trying to be cheap and that Mr. Urtecho did not care about giving the fire station the right type of door it needed. He also did not think that the city conducted a fair bidding process for this project, because his two vendors included the costs of the permit and engineering fees in their quotes, but Mr. Urtecho’s lone vendor, PGRD, did not include those extra costs in its quote. Comparing PGRD’s quote to the other vendors’ quotes was like comparing “apples to oranges.”

13. Interviews of the Forever Gone Co-owner

The Forever Gone Co-owner conducted pest control services at business and residential locations and was also responsible for submitting bid proposals on behalf of his company.

In 2016, he submitted a proposal for the pest control contract with the city. To create an accurate bid proposal, he met with city officials and visited all the locations included in the contract. The city did not provide a template for vendors to submit quotes or bids for review. The city awarded Forever Gone the contract, which was from April 1, 2016, to March 30, 2018.

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When the Forever Gone contract expired in March 2018, the Public Services Office Manager told the co-owner that the city wanted Forever Gone to continue providing pest control services on a month-to-month basis until September 30, 2018. In August 2018, the Public Services Office Manager advised the co-owner that the city wanted to renew and extend the contract and requested that he submit a new agreement for two years. He drafted the extension and sent it to the Public Services Office Manager, who replied that she would send the contract extension to the finance department and upper management for approval.

In September 2018, the Public Services Office Manager approached the co-owner while he was conducting his monthly pest control treatments and told him that September 2018 would be Forever Gone's final month of service for the city. Forever Gone serviced the city for the last time in September 2018, and another pest control company replaced him.

The Forever Gone Co-owner primarily communicated with the Public Services Office Manager and the finance department during his company's contract. The city paid with monthly checks. The city never paid Forever Gone with p-cards. To gain access to the premises, the co-owner always checked in at each location. The check-in process also ensured that he was showing up as scheduled and that Forever Gone was actually performing the contracted services. If the city needed additional pest-related services that were not included in the contract, such as termite exterminations, he would submit another quote to the city and the city would pay additional fees for the work.

Around July 2019, someone from the city called him and told him that the city was unhappy with the services from the new pest control provider and wanted Forever Gone to submit a new bid proposal for the pest control contract when it went out-to-bid again at the end of the fiscal year.

14. Interview of Price Termite Co-owner

Price Termite was founded in 2008 and provided pest control services to various residential and commercial locations. Prior to providing services to a customer, Price Termite would have visited each site or completed a Google Earth analysis of the locations. Following the analysis, Price Termite would have submitted a signed agreement, or custom quote from one of its sales representatives, which the Co-owner would have reviewed.

Price Termite never conducted business with the city and never competed for business with the city by submitting a bid or quote. The Price Termite Co-owner was under the impression that Price Termite was ineligible to compete for business in the city due to previous understandings with other cities that did not allow vendors to compete if their office was not located within that city's physical limits. The Co-owner recognized his company's logo atop the service agreement of the quote that allegedly came from Price Termite, but, based on the lack of signature from any Price Termite representative and based on having never seen the agreement himself, he did not believe the document originated from his company. During the time that the city would have reviewed the service agreement, the Price Termite Co-owner was the only sales representative for

the company, and thus he would have submitted all business contracts. The Co-Owner was Price Termite's only sales representative from July of 2018 to November of 2018.

15. Interviews of the Top Garage Door Owner

Top Garage Door was a garage door service company that had been in business for four years and operated within Miami Dade county. Top Garage Door was not licensed in Broward County and never provided services for the city. If the Top Garage Door Owner offered a quote for service to a customer, he would have handwritten the quote, and the customer would have signed the quote.

When shown the Top Garage Door quote from the city, the owner recognized the template of the quote as the same one that Top Garage Door typically used, but it did not originate from Top Garage Door because it was typed and lacked a customer signature. Top Garage Door never conducted business nor bid for business with the city, so the quote could not have been from his company. The quote was fraudulent and did not originate from him or his company.

The Top Garage Door Owner was friends with Mr. Torres for many years. However, he never gave Mr. Torres any Top Garage Door quote to submit to the city and he did not know why Mr. Torres would say he did. He never authorized Mr. Torres to fill in or use any Top Garage Door bid templates on his own for any reason.

16. Interview of the G & G Garage Door Vice President

The G & G Garage Door Vice President's father owned G & G Garage Door. Together, the two knew all the business dealings of the company. G & G Garage Door neither conducted business with the city nor submitted a bid or quote to compete for business there. G & G Garage Door did not submit the G & G Garage Door quote to the city. The company did not fill out its contracts as in the provided quote. The handwriting on the quote did not match G & G Garage Door's employees' handwriting, there was no name listed on the quote, and G & G Garage Door did not list the number of doors in the portion that was listed on the quote. G & G Garage Door never submitted quotes to other garage door companies to compete for government contracts.

RESPONSES TO THE PRELIMINARY REPORT AND OIG COMMENT

In accordance with Section 10.01(D)(2)(a) of the Charter of Broward County, preliminary copies of this report were provided to the City of Dania Beach and any implicated parties for their discretionary written responses. The OIG received two responses, one each from the city and Decota Construction. These responses are attached and incorporated herein as Appendices A and B respectively. We appreciate receiving the responses.

1. Response of the City of Dania Beach

In its response through the city attorney, the city laid out numerous policy and staffing changes it instituted starting in 2019 in response to an earlier OIG investigation (*Misconduct in the City of Dania Beach's Procurement of Various Engineering Services*, Ref. OIG 17-010).

Specifically, on March 13, 2019, the city hired a new city manager. Among her first official actions, she terminated the Public Services Director, the Assistant Public Services Director, and Mr. Urtecho. She hired a new finance director and deputy finance director and created and hired for the position of procurement administrator. Additionally, the city hired a new information technology director, parks director and deputy parks director, community development director and deputy director, chief of staff to the elected officials, and the current city attorney, and made several other staffing changes. According to the city's response, it trained all new employees to adhere to the city's procurement manual and best practices.

Based upon the instant OIG investigation, the city, in what it termed an "abundance of caution," suspended business with AAA Assassins, D & R Fencing, Decota Construction, and PGRD and commenced a review of its recent procurements with Decota Construction. The city writes that it found that it adhered to policies for all procurements with Decota Construction from 2021 to present and that it intends to continue its review back to 2019.

The OIG commends the city for taking steps that are necessary to ensure its procurement process is fair and transparent. However, we note that even where city employees appropriately follow procurement policies, there is still potential for fraud, especially if an employee is submitting fraudulent quotes. We therefore encourage the city to train its staff accordingly.

2. Response of Decota Construction

In its response through counsel, Decota Construction's owner and staff expressed their appreciation for the OIG's work in ensuring that the city's bidding process is ethical, fair, and legal.

Mr. Decota acknowledges that his company is a long-standing vendor of the city as a general contractor but denies ever working with Mr. Urtecho. Mr. Decota confirms that Mr. Urtecho reached out to him to see if he had anyone who could repair a garage door at Mr. Urtecho's residence, and he confirms that Mr. Decota provided him (Mr. Urtecho) with Mr. Torres's contact information. He contends that this was the total extent of his involvement with Mr. Urtecho and Mr. Torres.

Mr. Decota asserts that it was the city, and not Decota Construction, that paid for Mr. Urtecho's personal garage door repair via the \$1,814.80 p-card payment to PGRD. He also questioned why Mr. Torres was not confronted with the idea that PGRD received double payment for Mr. Urtecho's garage door, that is, the \$1,814.80 from the city and the approximately \$1,000.00 allegedly from Decota Construction. Although the OIG did not substantiate this allegation, it is certainly possible that PGRD received both payments, half from the city and half from Decota Construction, as Mr. Torres stated

BROWARD OFFICE OF THE INSPECTOR GENERAL
FINAL REPORT RE: DANIA BEACH PUBLIC WORKS UTILITIES MANAGER
MISUSED HIS POSITION TO RIG PROCUREMENTS AND BENEFIT HIMSELF AND ANOTHER

that the garage door repair at Mr. Urtecho's residence likely cost between approximately \$1,200.00 and \$3,000.00.

While the OIG agrees, as we acknowledged in the report, that both Mr. Urtecho and Mr. Torres had some general inconsistencies in their statements, they were both consistent in their respective individual interviews in specifying that Decota Construction paid for the garage door work at Mr. Urtecho's residence. Furthermore, Mr. Decota in his interview told investigators that, although he did not recall paying Mr. Torres for the work he performed at Mr. Urtecho's residence, it was possible that he did. Therefore, we stand by our finding.

Lastly, Mr. Decota asks the OIG to revise his interview summaries. Because the OIG summarized what Mr. Decota told investigators at the time of his interviews, we decline to do so.

CONCLUSIONS

The investigation revealed that Mr. Urtecho repeatedly committed misconduct by corruptly using his public position as the city's public works department utilities manager to secure several personal benefits for himself, solicited or accepted things of value with the understanding that such would influence his judgment or official action, and accepted gifts valued at over \$100.00 from vendors to his own agency.

The investigation uncovered a scheme by Mr. Urtecho where he rigged procurements to award city work to vendors who provided personal benefits or gifts to Mr. Urtecho and another. To perpetuate his scheme, Mr. Urtecho used his subordinate employees to make payments to these vendors via their city issued p-cards, as Mr. Urtecho's p-card had been suspended for not following city policy. Although we found that his employees were not aware of his scheme, some of them saw red flags in Mr. Urtecho's procurements. However, they did as they were told and did not question him because Mr. Urtecho was the manager and they feared retaliation. Thus, Mr. Urtecho was free to choose the vendors for various city projects that would provide personal benefits to him.

The OIG found that from January 2016 to June 2019, the city paid a total of \$429,420.80 to the four vendors discussed in this report.

For a pest control vendor, Mr. Urtecho informed AAA Assassin how to successfully bid for the city's pest control contract and then submitted its bid with two lower, fabricated quotes to justify its selection. At Mr. Urtecho's suggestion, AAA Assassin paid Mr. Urtecho's girlfriend \$50.00 to \$100.00 at a time for typing its invoices to the city and paid Mr. Urtecho personal benefits or gifts of money and discounted services including a \$500.00 check, termite treatment at his residence at a discount of approximately \$850.00, and approximately \$300.00 to \$400.00 in free rodent bait and pest control chemicals.

For a garage door vendor, Mr. Urtecho obtained and submitted a winning quote from PGRD for a garage door at a city fire house, knowing that PGRD's quote would be lower than two previously submitted quotes and knowing that it did not meet specifications. For another project for four garage

BROWARD OFFICE OF THE INSPECTOR GENERAL
FINAL REPORT RE: DANIA BEACH PUBLIC WORKS UTILITIES MANAGER
MISUSED HIS POSITION TO RIG PROCUREMENTS AND BENEFIT HIMSELF AND ANOTHER

door motors, using his wife as a conduit, Mr. Urtecho had PGRD submit two other vendors' quotes with its own quote, which ensured that PGRD was the lowest bidder. The investigation determined that the other two quotes were fraudulent. We also determined that PGRD or another city vendor, Decota Construction, at Mr. Urtecho's suggestion, provided Mr. Urtecho with the personal benefit or gift of a garage door repair at his residence worth at least \$250.00, which he accepted but did not pay for.

For a fence vendor, in violation of city policy, Mr. Urtecho split the city's payments for the procurement of fences from D & R Fencing to expedite payment to the vendor and, in exchange, D & R Fencing provided Mr. Urtecho with the personal benefit or gift of a free fence at his residence at a discount of approximately \$2,500.00.

Mr. Urtecho evidenced his corrupt intent when he repeatedly and surreptitiously violated city procurement and p-card policy, and we were disheartened to conclude that Mr. Urtecho turned his back on the public he was supposed to serve and, instead, served himself.

In accordance with our charter mandate, considering the misconduct detailed herein, we are referring this matter to the Florida Commission on Ethics for whatever action that agency deems appropriate.

OIG 19-009-M

EXHIBIT 1

**GENERAL EMPLOYEES PENSION BOARD
MEMBERSHIP
Wednesday, May 16, 2018**

Name/Address Phone Number	Date Appointed	Term	Position
Dorothy D. Olive 315 SE 4 th Street Dania Beach, FL 33004 954-925-0191 deedso57@bellsouth.net	March 14, 2017	June 22, 2016 through June 22, 2018	Commission Appointment
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrichtevents.com	March 28, 2017	March 22, 2017 through March 22, 2019	Commission Appointment
Adam Segal City of Dania Beach 100 W. Dania Beach Boulevard Dania Beach, FL 33309 954-924-6800 x 3620 asegal@daniabeachfl.gov	May 23, 2017	Open	Commission Appointment (Finance Director or Designee)
Leo Williams 8761 NW 10 th Street Pembroke Pines, FL 33024 954-651-5031 leosupt@aol.com	May 2, 2018	June 21, 2018 through June 21, 2021	Employee Elected
Jose Urtecho 5050 SW 29 th Avenue Dania Beach, FL 33312 954-651-5039 jurtecho@ci.dania-beach.fl.us	July 22, 2016	June 21, 2016 through June 21, 2019	Employee Elected

OIG 19-009-M

**COMPOSITE
EXHIBIT 2**

Please print or type your name, mailing address, agency name, and position below:

LAST NAME -- FIRST NAME -- MIDDLE NAME :

Urtecho Jose

MAILING ADDRESS :

5050 SW 29 AVE

DANIA BEACH 33312 Broward

CITY: ZIP: COUNTY:

Urtecho, Jose 249914

NAME OF AGENCY: Dania Beach 5050 SW 29th Avenue Dania Beach, FL. 33312

NAME OF OFFICE OI

FOR OFFICE USE ONLY:

2015 AUG 31 AM 11:22 BROWARD COUNTY SUPERVISOR OF ELECTIONS

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

CHECK ONLY IF [] CANDIDATE OR [] NEW EMPLOYEE OR APPOINTEE

**** BOTH PARTS OF THIS SECTION MUST BE COMPLETED ****

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR THE PRECEDING TAX YEAR, WHETHER BASED ON A CALENDAR YEAR OR ON A FISCAL YEAR. PLEASE STATE BELOW WHETHER THIS STATEMENT IS FOR THE PRECEDING TAX YEAR ENDING EITHER (must check one):

[x] DECEMBER 31, 2014 OR [] SPECIFY TAX YEAR IF OTHER THAN THE CALENDAR YEAR: 2015

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING:

[] COMPARATIVE (PERCENTAGE) THRESHOLDS OR [x] DOLLAR VALUE THRESHOLDS

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

Table with 3 columns: NAME OF SOURCE OF INCOME, SOURCE'S ADDRESS, DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY. Row 1: City of Dania, 100 West Dania Beach, Job.

PART B -- SECONDARY SOURCES OF INCOME

[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

Table with 4 columns: NAME OF BUSINESS ENTITY, NAME OF MAJOR SOURCES OF BUSINESS' INCOME, ADDRESS OF SOURCE, PRINCIPAL BUSINESS ACTIVITY OF SOURCE. Row 1: N/A, N/A, N/A, N/A.

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

N/A

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
(If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE

BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

Ma

PART E — LIABILITIES [Major debts - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR

ADDRESS OF CREDITOR

Ma

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
(If you have nothing to report, write "none" or "n/a")

BUSINESS ENTITY # 1

BUSINESS ENTITY # 2

NAME OF BUSINESS ENTITY

ADDRESS OF BUSINESS ENTITY

PRINCIPAL BUSINESS ACTIVITY

POSITION HELD WITH ENTITY

I OWN MORE THAN A 5% INTEREST IN THE BUSINESS

NATURE OF MY OWNERSHIP INTEREST

Ma

IF ANY OF PARTS A THROUGH F ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

SIGNATURE OF FILER:

CPA or ATTORNEY SIGNATURE ONLY

Signature:

José Vinturo

Date Signed:

8/16/2015

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

WHAT TO FILE:

After completing all parts of this form, **including signing and dating it**, send back only the first sheet (pages 1 and 2) for filing.

If you have nothing to report in a particular section, you must write "none" or "n/a" in that section(s).

NOTE:

MULTIPLE FILING UNNECESSARY:

A candidate who previously filed Form 1 because of another public position must at least file a copy of his or her original Form 1 when qualifying. A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

WHERE TO FILE:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.)

State officers or specified state employees file with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303.

Candidates file this form together with their qualifying papers.

To determine what category your position falls under, see the "Who Must File" Instructions on page 3.

Facsimiles will not be accepted.

WHEN TO FILE:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates for publicly-elected local office must file at the same time they file their qualifying papers.

Thereafter, local officers/employees, state officers, and specified state employees are required to file by July 1st following each calendar year in which they hold their positions.

Finally, at the end of office or employment, each local officer/employee, state officer, and specified state employee is required to file a final disclosure form (Form 1F) within 60 days of leaving office or employment. However, filing a CE Form 1F (Final Statement of Financial Interests) does **not** relieve the filer of filing a CE Form 1 if he or she was in their position on December 31, 2014.

FORM 1

STATEMENT OF FINANCIAL INTERESTS

2015

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME - FIRST NAME - MIDDLE NAME :

Urtecho Jose

MAILING ADDRESS :

5050 SW 29 AVE

Dania Beach

Broward County

CITY :

COUNTY :

Jose Urtecho 249914

33312

NAME

Dania Beach

5050 SW 29th Avenue

NAME

Dania Beach, FL 33312

COUNTY CLERK'S OFFICE
 2016 JUN 16 PM 3:48

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

CHECK ONLY IF CANDIDATE OR NEW EMPLOYEE OR APPOINTEE

****** BOTH PARTS OF THIS SECTION MUST BE COMPLETED ******

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR THE PRECEDING TAX YEAR, WHETHER BASED ON A CALENDAR YEAR OR ON A FISCAL YEAR. PLEASE STATE BELOW WHETHER THIS STATEMENT IS FOR THE PRECEDING TAX YEAR ENDING EITHER (must check one):

DECEMBER 31, 2015 OR SPECIFY TAX YEAR IF OTHER THAN THE CALENDAR YEAR: 2015

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (must check one):

COMPARATIVE (PERCENTAGE) THRESHOLDS OR DOLLAR VALUE THRESHOLDS

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY
City Dania Beach	100 West Dania Beach Blvd	Job

PART B -- SECONDARY SOURCES OF INCOME

[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
Ø	N/a	N/a	

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

5050 SW 29 AVE
 Dania beach, FL, 33312

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
 (If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES
<i>N/a</i>	<i>N/a</i>

PART E — LIABILITIES [Major debts - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR
<i>N/a</i>	<i>N/a</i>

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
 (If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY	<i>N/a</i>	<i>N/a</i>
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

PART G — TRAINING

For elected municipal officers required to complete annual ethics training pursuant to section 112.3142, F.S.

I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING. *N/a*

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

SIGNATURE OF FILER:

Signature:

Josi Vitale

Date Signed:

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

WHAT TO FILE:

After completing all parts of this form, **including signing and dating it**, send back only the first sheet (pages 1 and 2) for filing.

If you have nothing to report in a particular section, you must write "none" or "n/a" in that section(s).

NOTE:

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State officers or specified state employees file with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303.

Candidates file this form together with their qualifying papers.

To determine what category your position falls under, see page 3 of instructions.

WHEN TO FILE:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2015.

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

BROWARD COUNTY
 SUPERVISOR OF ELECTIONS
 2017 JUN 26 PM 1:49

LAST NAME - FIRST NAME - MIDDLE NAME:

Urtecho Jose

MAILING ADDRESS:

5050 SW 29 AVE

Dania Beach 33312 USA

CITY: ZIP: COUNTY:

City of Dania beach Pension

NAME OF AGENCY:

General Pension Plan.

NAME OF OFFICE OR POSITION HELD OR SOUGHT:

Chairman of Pension board.

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

CHECK ONLY IF CANDIDATE OR NEW EMPLOYEE OR APPOINTEE

**** BOTH PARTS OF THIS SECTION MUST BE COMPLETED ****

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR THE PRECEDING TAX YEAR, WHETHER BASED ON A CALENDAR YEAR OR ON A FISCAL YEAR. PLEASE STATE BELOW WHETHER THIS STATEMENT IS FOR THE PRECEDING TAX YEAR ENDING EITHER (must check one):

DECEMBER 31, 2016 OR SPECIFY TAX YEAR IF OTHER THAN THE CALENDAR YEAR: _____

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (must check one):

COMPARATIVE (PERCENTAGE) THRESHOLDS OR DOLLAR VALUE THRESHOLDS

PART A - PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions] (If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY
City of Dania beach	100 West Dania beach FL 33312	Job

PART B - SECONDARY SOURCES OF INCOME

[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions] (If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
	N/A	N/A	

PART C - REAL PROPERTY [Land, buildings owned by the reporting person - See instructions] (If you have nothing to report, write "none" or "n/a")

5050 SW 29 AVE
Dania Beach FL
33312

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PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
 (If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES
n/a	n/a

PART E — LIABILITIES [Major debts - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR
n/a	n/a

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
 (If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY	n/a	n/a
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

PART G — TRAINING

For elected municipal officers required to complete annual ethics training pursuant to section 112.3142, F.S.

I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

SIGNATURE OF FILER:

Signature:



Date Signed:

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

WHAT TO FILE:

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If you have nothing to report in a particular section, write "none" or "n/a" in that section(s).

NOTE:

MULTIPLE FILING UNNECESSARY:

A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

Facsimiles will not be accepted.

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State officers or specified state employees file with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303.

Candidates file this form together with their qualifying papers.

To determine what category your position falls under, see page 3 of instructions.

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Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2016.

FORM 1

STATEMENT OF FINANCIAL INTERESTS

2017

FOR OFFICE USE ONLY:

2018 JUN 13 PM 2:21

Jose Urtecho-249914
5050 SW 29th Avenue
Dania Beach, FL 33312

**** BOTH PARTS OF THIS SECTION MUST BE COMPLETED ****

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR THE PRECEDING TAX YEAR, WHETHER BASED ON A CALENDAR YEAR OR ON A FISCAL YEAR. PLEASE STATE BELOW WHETHER THIS STATEMENT IS FOR THE PRECEDING TAX YEAR ENDING EITHER (must check one):

DECEMBER 31, 2017 OR SPECIFY TAX YEAR IF OTHER THAN THE CALENDAR YEAR:

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (must check one):

COMPARATIVE (PERCENTAGE) THRESHOLDS OR DOLLAR VALUE THRESHOLDS

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions] (If you have nothing to report, write "none" or "n/a")

Table with 3 columns: NAME OF SOURCE OF INCOME, SOURCE'S ADDRESS, DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY. Handwritten entry: CITY OF Dania Beach, 100 WEST Dania Beach Blvd, Dania Beach FL 33004, Job.

PART B -- SECONDARY SOURCES OF INCOME

[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions] (If you have nothing to report, write "none" or "n/a")

Table with 4 columns: NAME OF BUSINESS ENTITY, NAME OF MAJOR SOURCES OF BUSINESS' INCOME, ADDRESS OF SOURCE, PRINCIPAL BUSINESS ACTIVITY OF SOURCE. All cells are blanked out with a diagonal line.

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions] (If you have nothing to report, write "none" or "n/a")

Table with 1 column for real property reporting. All cells are blanked out with a diagonal line.

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.

FOR OFFICE USE ONLY:

2019 SEP -4 PM 2:35
BROWARD COUNTY
SUPERVISOR OF ELECTIONS

Jose Urtecho ID# 249914
Dania Beach Employee Representative
5050 SW 29th Ave
Ft Lauderdale FL 33312-5814

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

CHECK ONLY IF CANDIDATE OR NEW EMPLOYEE OR APPOINTEE

**** BOTH PARTS OF THIS SECTION MUST BE COMPLETED ****

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR THE PRECEDING TAX YEAR, WHETHER BASED ON A CALENDAR YEAR OR ON A FISCAL YEAR. PLEASE STATE BELOW WHETHER THIS STATEMENT IS FOR THE PRECEDING TAX YEAR ENDING EITHER (must check one):

DECEMBER 31, 2018 OR SPECIFY TAX YEAR IF OTHER THAN THE CALENDAR YEAR: 2019

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (must check one):

COMPARATIVE (PERCENTAGE) THRESHOLDS OR DOLLAR VALUE THRESHOLDS

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions] (If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY
Dania Beach	100 West Dania Beach Blvd	Job

PART B -- SECONDARY SOURCES OF INCOME

[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions] (If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
None	None	N/A	N/A

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions] (If you have nothing to report, write "none" or "n/a")

N/A

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
 (If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES
<i>Ma</i>	<i>N/A</i>

PART E — LIABILITIES [Major debts - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR
<i>Ma</i>	<i>N/A</i>

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
	ADDRESS OF BUSINESS ENTITY	<i>N/A</i>
PRINCIPAL BUSINESS ACTIVITY	<i>N/A</i>	<i>N/A</i>
POSITION HELD WITH ENTITY	<i>N/A</i>	<i>N/A</i>
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

PART G — TRAINING

For elected municipal officers required to complete annual ethics training pursuant to section 112.3142, F.S.

I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

SIGNATURE OF FILER:

Signature:

Josi Vetro

Date Signed:

08/28/2019

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers or specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format) and send it to CEForm1@leg.state.fl.us. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

Candidates file this form together with their filing papers.

MULTIPLE FILING UNNECESSARY: A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

WHEN TO FILE: Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2018.

OIG 19-009-M

EXHIBIT 3

CITY OF DANIA BEACH Administrative Policy

Title: **Purchasing Policy**

Effective Date: March 1, 2003

Revised: May 12, 2010

Originating Department: Finance

Distribution: All Employees

I. PURPOSE

The purpose and intent of this document shall be to prescribe the manner in which the City of Dania Beach Administration shall control the purchase of supplies, materials, equipment and certain contractual services, standard purchase items below \$25,000 and for purchases requiring bids/Commission approval that exceed \$25,000. This Policy has been developed to maintain a high ethical standard for all Department Directors and employees of the City in connection therewith.

II. DEFINITIONS

For the purpose of these procedures the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the singular number include the plural number, words in the plural number include the singular number and words in the masculine gender include the feminine. The word "shall" is always mandatory and not mere directory.

1. "Bid Specification Committee" consists of the Director of the responsible department that issues the RFP, the Finance Director and/or their designee (ex. Purchasing Contracts Coordinator) and any other employee that the City Manager may deem necessary.
2. "*City Manager*" is the City Manager of the City of Dania Beach, Florida, and shall, where appropriate to the context, include his duly authorized designee.
3. "*City*" is the City of Dania Beach, Florida.
4. "*Commission*" is the City Commission of the City of Dania Beach, Florida.
5. "*Purchasing Contracts Coordinator*" is that person designated as the city's agent for buying, distributing, storing & disposing of goods and services in accordance with the city's purchasing policies as set forth herein. The Purchasing Contracts Coordinator shall work within the Finance Department.
6. "*Contractual Services*" shall include, without limitation, printing; gas; fuel; towel and cleaning services; purchase, installation, rental, repair and maintenance of equipment, machinery and other personal property; lease of real property and office space by the City as lessee and all other contractual supplies, materials, equipment and services not specifically excluded from these procedures.
7. "*Supplies*" shall mean and include all supplies, materials and equipment.

8. "Emergency" is a situation or occurrence of a serious nature involving urgent and extreme matters of public health, safety and welfare, or which requires the safeguarding of city assets. All emergency purchases between \$2,501 and \$25,000 will require written documentation from the Department for review and approval by the City Manager or his designee prior to purchase.
9. "Change Order" means changes due to unanticipated conditions or developments, made to an executory contract which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specification as to constitute a new undertaking.
10. "Requisition" serves to inform the Purchasing Contracts Coordinator of the needs of the using department and to correctly define items requested.
11. "Purchase Order" serves as documentation authorizing a vendor to deliver described goods and/or services at a specified price and time.
12. "Blanket Purchase Order" allows the using departments with weekly, monthly or annual contracts to make payments at different intervals, without generating more than one purchase order when periodic payments are requested, and allows routine and repetitive purchases of goods & services.
13. "Purchase(s)" - any combined purchase of the same goods or with the same vendor within one fiscal year.

III. POLICY

A FUNDAMENTAL RULE OF CITY PURCHASING SHALL REQUIRE REVIEW AND APPROVAL OF REQUESTED EXPENDITURES BY THE FINANCE DEPARTMENT BEFORE COSTS ARE INCURRED OR ORDERS PLACED (*Finance purchases will be approved by the City Clerk or City Manager Department*). NO OBLIGATION FOR EXPENDITURES OF CITY FUNDS MAY BE INCURRED BY A DEPARTMENT EXCEPT PURSUANT TO AND ONLY TO THE EXTENT OF A SPECIFIC APPROPRIATION OF FUNDS IN THE BUDGET. THE RESPECTIVE DEPARTMENT DIRECTOR SHALL BE ACCOUNTABLE AND RESPONSIBLE FOR ALL EXPENDITURES OF THEIR DEPARTMENT.

This provision shall apply, without being limited to, any formal or informal contractual obligation for the purchase or lease of supplies, services, materials or equipment. No money may be drawn from the treasury of the City nor may any check, draft, warrant, note or other negotiable instrument be issued by the City Administration, except pursuant to and only to the extent of a specific appropriation of funds in the budget to be debited for such payment.

The City Manager may incur obligations or expend funds in an amount up to and including \$25,000 whenever they deem it necessary in the City's public interest.

IV. PURCHASE PROCEDURES

A. Standard Purchasing Process – Requisition / Purchase Order

i. **\$2,500 - \$25,000**

All purchase(s) costing more than \$2,500 shall follow the City's Standard Purchasing process. The Standard Purchasing process shall require preparation and submission of an approved requisition from the Department Director. The requisition must specify which budget account to charge the purchase to, a description of each item, the quantity and the cost, and must be approved by the Department Director.

The Purchasing Contracts Coordinator within the Finance Department shall verify and approve the appropriateness, completeness and funding availability of all Standard purchase requisitions and shall be responsible for issuance, adjustment, monitoring and closure of all City purchase orders. All Purchase orders exceeding \$25,000 (non-standard requisitions) shall be reviewed and approved by the Finance Director or their designee before the purchase order is issued by the Purchasing Contracts Coordinator. **A City Purchase Order must be issued before a City Department commitment is made verbally or in writing to any vendor and before costs are incurred to purchase any goods or service.**

When entering a requisition, the following information must be input:

- A. Department location
- B. Vendor
- C. Description
- D. Line Description (specify where materials are being used / installed)
- E. Quantity
- F. Unit Price
- G. Unit Measure
- H. General Ledger Account Number & Project Code (when required)
- I. Quotes (required above \$2,500 – see D.1., below)

When all requisition information is entered, the following must be done:

- A. Submit the requisition
- B. Approve the requisition (Department Head)
- C. Approve any purchase(s) or services related to computer and telecommunication (Information Service Manager)
- D. Review of appropriateness for public use, requisition completeness and budget availability (Finance Dept)
- E. Finance Director/designee approval on Requisition over \$25,000
- F. Create a Purchase Order (Purchasing Contracts Coordinator)

B. Small Purchases – Below \$2,500

Field Purchase Order / Check Request – Up to \$2,500

When a department requires supplies or service costing up to or less than \$2,500, it may be purchased without a purchase order; however, the department director must initially determine that there are sufficient funds remaining in the appropriate account for the purchase. A Field Purchase Order (FPO) or check request will be issued and the original invoices (*emphasis added*) reflecting signed approval by the Department attached and submitted to the Finance Department for review and payment approval by the Finance Director or their designee. Discrepancies in all payment submissions to Finance will be returned to the Department Director.

C. Emergency Purchases

Under Emergency circumstances, should purchases or services over \$2,500 but less than \$25,000 need to be acquired immediately, the Department Director is responsible to immediately inform and obtain approval from the City Manager or their designee. After purchase for the emergency, the Department will attach the vendor invoice to the check request or process an FPO and write/ provide the date and time of the Manager's emergency approval before submitting to the Finance Director, or their designee, for approval of payment. All emergency purchase amounts over \$2,500 must also be accompanied by written explanation of the emergency and why the City's standard purchasing process for procurement (requisition and P.O.) could not be used by the Department.

All emergency purchases exceeding \$25,000 must be approved by the City Manager after immediate discussion of the Emergency situation provided by the Department **before** costs are incurred unless there is an imminent threat to life or public safety. All emergency purchases exceeding \$25,000 shall be approved by the Commission through adoption of resolution prior to payment by the Finance Department.

D. Quotes – versus - Bid Requirements

Generally:

- Below \$2,500 - no quotes required (use of Department's best judgment);
- \$2,501 - \$5,000 - three (3) verbal quotes required;
- \$5,001 - \$25,000- three (3) written quotes required;
- Above \$25,000 - formal bid required

1. **Quotes:**

All purchases should be of a quality to suit the intended purpose at the least expense. **Three verbal quotes** must be obtained for any purchases between **\$2,500 and \$5,000**. The "City Quote" form, which is located on the DB Intranet, must be filled out and submitted to the Purchasing Contracts Coordinator in Finance with the department Requisition and will be attached to the Purchase Order.

Three written quotes must be obtained for any purchase between **\$5,001 and \$25,000** unless waived in writing by the Finance Director. The Purchasing Contracts Coordinator has the option of using the vendor selected by the department or may choose another based on lower price, etc. If an alternate vendor is available and more appropriate, the Purchasing Contracts Coordinator will seek the requesting department's approval to substitute the alternate. In cases where the requesting department and the Purchasing Contracts Coordinator cannot agree on a vendor, the Finance Director shall make the final decision. If a resolution is approved authorizing the purchase of an item, a copy of the resolution shall be forwarded to the Purchasing Contracts Coordinator.

2. Bids:

A. Generally

A Bid is not required when the item(s) to be purchased is listed in the State Contracts or under the Broward Co-op listing. The State Contract number must be noted in the requisition. Physical copies of any other governmental contract or agreement being used by a City Department Director for procurement must be provided to the Purchasing Contracts Coordinator at the time a Department requisition is submitted.

B. Above \$25,000

Any purchases of supplies, services, materials and equipment in excess of \$25,000 from one vendor for a project or group of projects must be approved by the City Commission. Department Directors shall not separate purchases into discrete items or individual vendors ("split purchasing") to avoid the \$25,000 threshold requiring Commission approval. All instances of split purchasing shall result in disciplinary action to Department employees and supervision involved in preparing and approving the Requisition.

C. Standard Bid Requirements

1. Generally

Competitive bidding process must be utilized for any purchase above \$25,000. Bid specifications must be open, nonrestrictive and fairly represent the City's requirements in order to achieve maximum interest of potential bidders.

If bids have been obtained within the previous eighteen (18) months by another governmental entity such as the Federal Government, State of Florida, or any other Florida government agency for the item to be purchased, the formal bidding procedure may be by-passed by Commission approval of a resolution approving said purchase using another governmental entity's bid. The requesting department must provide documentation confirming effective dates of another governmental entity's contract bid, to be attached to the resolution.

2. Bidding of Goods or Services

Purchases exceeding \$25,000 shall require formal bids. Bid specifications shall be drafted by the initiating department and reviewed by members of a Bid Specification Committee. Only Bid Specifications approved by a Bid Specification Committee shall be requested by Department Directors to be solicited through posting on the City's Web Site; posting on the Demand Star web site; and local newspaper advertising by the City Clerk.

The Broward County SDBE directory should be consulted for minority bidders. The Bid Specification Committee must review all bid packages prior to solicitation. The requesting Department will remain responsible for the technical accuracy of the specification. Specifications that are approved by the Bid Specification Committee shall authorize the City Clerk's Office to prepare the public newspaper notice inviting bids and/or proposals and to post solicitations on the City Web page and Demand Star web page.

The notice shall include the subject matter to be bid on; the date and time of pre-bid meeting; the date and time bids are to be received by; the date, time and place of bid opening; as well as where bid specifications may be obtained. If the specifications include Engineer's plans, etc., a deposit may be required and will be so stated in the bid notice. If the Bid Specification Committee has comments on the specification, the requesting department must revise the specification to address these comments and obtain final approval from the Committee prior to proceeding with advertising as described above.

The City Clerk's office shall have the public notice advertised as required by City guidelines with the first publication not less than 15 days prior to receipt of bids and/or proposals. Solicitation of bids or proposals for construction projects in excess of \$200,000 shall be publicly advertised as required by City guidelines at least 21 days prior to bid opening and at least 5 days prior to any pre-bid conference. Construction projects in excess of \$500,000 shall be publicly advertised as required by City guidelines at least 30 days prior to bid opening and at least 5 days prior to any pre-bid conference.

NOTE: If a formal bid request will result in the City entering into a contract, the bid specification and the proposed contract must be reviewed by the City Attorney. Any comments by the City Attorney must be resolved by the Department before seeking approval from the Bid Specification Committee.

A bid file for each formal bid processed will be kept by the City Clerk's office. Included in this file shall be all documents relating to the bid, including the bid notice, proof of publication and all bids received.

3. Bid Opening Procedure

a) Bids shall be sealed and submitted to the City Clerk's office and shall be marked "BID" on the envelope by the bidder.

b) The Bid Specification Committee shall open the bids in public at the time and place stated in the public notice and determine if all bid requirements have been met.

c) The Bid Specification Committee and/or qualified parties shall tabulate the bids and prepare a recommendation of award of bid to the City Commission for approval.

d) The City Commission shall adopt a resolution awarding contract to the successful bidder.

e) After contract has been awarded to the successful bidder, a requisition shall be submitted by the requesting department. The requesting department shall be responsible for monitoring the contract.

4. Rejection of Bids

The City Commission shall have the sole authority to reject any and/or all bids or parts of bids when the public interest will be served thereby.

5. Award of Contract

a) Contracts shall be awarded to the lowest, responsible bidder. In determining the lowest responsible bidder, in addition to price, the bid committee shall consider:

- The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
- The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- The number and scope of conditions attached to the bid.

After the lowest, responsible bidder is determined, a recommendation by the requesting department for award of the bid will be submitted to Finance to confirm the consistency and completeness of the bidding process and the availability of the funding of the projects. Upon review and approval from the Finance Director or their designee, the recommendation will be presented by the requesting Department to the City Commission for purchase approval.

b) When the bid award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the Department Director recommending the bid award and filed with the other papers held by the City Clerk relating to the transaction.

c) If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder. Where no local vendor is involved in a tie bid, the City Commission shall award the contract to one of the tie bidders by drawing lots in public.

6. Performance Bonds

The City Manager shall decide whether or not a performance bond is required, before entering into a contract, in such amount as he shall find reasonably necessary to protect the best interests of the City.

V. Blanket Purchase Orders

Blanket Purchase Orders are issued to approved vendors from whom goods or services will be purchased in a routine and repetitive manner. Each Open Purchase Order will have a maximum dollar limitation of \$5,000 unless a contract for a specific amount has been approved (ex. Water plant chemicals). Blanket Purchase Orders will generally be issued by Finance for only a portion of the annual fiscal year budget (normally a maximum of 50%) so as to facilitate the Department's budgetary review and use of annual appropriations in a timely manner at mid-year.

The requesting department must request that an open account be established with a vendor. A memorandum must be submitted to the Purchasing Contracts Coordinator outlining the items to be purchased from the vendor, along with the appropriate dollar amount that will be spent over the time period for which the Purchase Order is to be issued and the budgetary accounts to be charged. The dollar amount will determine if informal or formal sealed bids need to be obtained before a Purchase Order is issued.

When a department wishes to obtain an item from a vendor with an Open Purchase Order, the order may be placed in person, by mail or telephone by an individual authorized within the department to conduct such transactions. The Open Purchase Order No. must be given to the vendor when the order is placed.

Quotes Required

All blanket purchase orders bearing \$2,500 - \$5,000 must obtain three telephone quotes as outlined in the Standard Purchasing Process above. Quotes should be obtained for the most common and utilized goods purchased by the department from the specific vendor. The three telephone quotes must be obtained the first time when a blanket purchase order is issued for that fiscal year. When the \$5,000 blanket order is exhausted, the department can issue another \$5,000 blanket order during the year, however, no telephone quotes will be necessary at subsequent issues within the same fiscal year. Bid requirement is not required when the vendor item(s) to be purchased is listed in the State Contracts or under the Broward Co-op listing. The State Contract number must be noted in the requisition.

VI. Purchases Not Requiring Requisitions

The following invoices shall not require requisitions or purchase orders, but must be approved by the Finance Director and/or the City Manager.

- a) Utility bills
- b) Workmen's Compensation payments
- c) Petty Cash replenishment
- d) Liability and General Life and Health Insurance
- e) Non-City funds
- f) Debt payments
- g) Personnel/payroll related items
- h) Unemployment bills
- i) Any costs related to attendance of conferences
- j) Tuition Reimbursement
- k) Memberships/Subscriptions
- l) Advertising expense

VII. Purchasing Cards

Purchasing cards may be used for purchases under \$2,500.00. All purchases must be approved in advance by the Department Director. Receipts for all items must be obtained and attached to the "Credit Card Transmittal Form" and must be submitted to Finance within 2 business days for approval. A credit card slip displaying only a total is not acceptable. Please refer to separate Administration Procedure for City purchasing card usage.

VIII. Fixed Price and "Continuing" Contracts

Contracts which have been executed by City Officials with the approval of the City Commission and are binding upon the City until their expiration or termination and have as a condition to execution the payment of certain amounts for certain goods or services, the accounts to which these contracts will be charged, and will be encumbered by Purchase Order for the full value of the contract. Department Directors shall endeavor to only propose contractual agreements to the City commission for services that occur during and expire at the conclusion of each fiscal year - unless the service relates directly to an approved City capital project. Periodic payments will be made upon receipt of an invoice signed by the Department Director.

"Continuing" City contracts and agreements (those that reflect no specific expiration date) shall be reviewed by the respective Department Director at least once every three (3) years and shall be competitively solicited by the respective Department Director at least every five (5) years unless the "continuing" contract or agreement is renewed by the City Commission without competitive solicitation.

The requesting department will submit a requisition for the contract amount as a regular part of the submission for Commission approval to insure availability of funds.

Examples of fixed price contracts include: retainer fees for professional services; fees for regular services which must be paid whether or not such services were rendered; lease/rental payments; purchase agreements under installment contracts; etc.

It will be each Department's responsibility to promptly notify the Finance Director and Purchasing Contracts Coordinator of matters that might influence the City's liability to pay (e.g., termination of contract, nonpayment due to inferior or non-performance, arbitrary settlement, contingent items, etc.) It will also be each Department's responsibility to monitor such payments by utilizing their monthly financial reports, and, if necessary, notify the Finance Director of discrepancies. It will be the Finance Department's responsibility to insure that payments approved are made in conformity with the approved contracts and without any doubt as to the legitimacy of the payment as to the timing or amount.

All City Contracts under \$25,000 must be approved and executed by the City Manager. Only the City Manager may execute contract and agreements on behalf of the City. Department Directors and City staff are prohibited from signing or executing any contract or agreement on the City's behalf. Prior to the submission to the City Manager, sources of funding must be identified and approved in writing by both the Department Director and Finance Department.

Cancellation of Purchase Order

The Purchasing Contracts Coordinator must be notified immediately as to any purchase order which is canceled or should be closed. These previously encumbered funds will be reversed in the computer system and become available to the using department. Notification to Purchasing by memorandum signed by the Department Director or by e-mail sent by the Department Director or his authorized designee, will be required to cancel a purchase order.

Receiving Goods

When the using department receives shipment of goods that have been ordered, an inspection of the contents should be conducted to insure that the item received is what was ordered, and that it is in satisfactory condition. An invoice, bill of lading or packing slip should be included with the shipment and after inspection, the using department shall stamp the document "received" with the date and signature of the person inspecting the shipment. If any damage to the shipment is detected, this should be noted on the receiving slip. Damaged merchandise should generally not be accepted.

Processing Invoices

All invoices or receiving reports covering invoices shall be marked "Approved" (or use a approval stamp) and signed by the Department Director or his authorized designee, whose name shall be on file with the Finance Department, before submitting to Finance for payment processing.

Prepayments. If a vendor will not take a Purchase Order and requires payment before goods are delivered, the requesting department shall note "TO BE PREPAID" on the requisition. In this case, after approval, the Purchasing Contracts Coordinator forwards the Purchase Order marked "PREPAID" to the Finance Department to have a check prepared, which is then signed for by the requesting department who shall be responsible for submitting the invoice to Accounts Payable.

Departments shall direct vendors to send all invoices directly to the Purchasing Contracts Coordinator. The invoice will be forwarded to the using department and the Department Director or his authorized designee shall sign the invoice to authorize payment and immediately forward the invoice to the Purchasing Contracts Coordinator.

Partial Receipt of Goods. When only a partial shipment has been received, the requesting department should approve the invoice for partial shipment and forward it along with the shipping ticket to the Purchasing Contracts Coordinator for partial payment. **The Purchase Order number shall be indicated on the invoice. Also indicate the Line no. to be paid along with the appropriate amount to be charged to each Line no. and whether the line should be a partial or final payment.** Even though partial payment is made, the purchase order remains open in order to pay the outstanding balance.

Any request for reimbursement of educational expense must be accompanied by a copy of the registration and the official grade report card and proof of payment.

Any request for travel and conference attendance must be submitted on the "Travel Authorization Form", signed by the Department Director, Finance Director and City Manager. Attach conference brochure to the request form.

Billing for Fixed Price Contracts may be handled as follows: Approvals of periodic payments made pursuant to contracts that have been approved by the City Commission, if above \$25,000, or approved by the Finance Director if the amount is up to \$25,000, and whose amounts are certain and determinable and are not contingent upon the delivery of particular goods or services, shall be approved for payment upon receipt of an invoice approved by the Department Director and authorized by Purchase Order.

Unauthorized Purchases

An unauthorized purchase occurs when an employee of the city orders, contracts or buys materials or supplies outside the requirements of the Purchasing Policies and Procedures.

Unauthorized Purchases Occur:

- a) By purchasing anything in excess of \$2,500 directly from a vendor without following the City's Standard Purchasing process outlined above. Advance approval of all purchases in excess of \$2,500 is required and is initiated by preparation of a requisition prior to placing an order for goods or services. Department requisitions approved by the Finance Department will result in issuance of a P.O. A Purchase Order is necessary to authorize procurement of requested goods and services by the Department.; All unauthorized Purchases shall result in disciplinary action to the staff involved.
- b) By obtaining items under contracts from vendors other than those who hold city contracts or agreements;
- c) By purchasing items against a Purchase Order that are not listed thereon; except for Blanket Purchase Order
- d) By purchasing items against an Open Purchase Order with an insufficient balance of funds;
- e) By splitting invoices for purchases to circumvent the purchasing limit.

If an unauthorized purchase has occurred or if these Purchasing Procedures are not adhered to, a memo explaining the circumstances shall be submitted by the Department Director to the City Manager with copy to the Finance Director before payment is made. ANY EMPLOYEE WHO VIOLATES THIS POLICY WILL HAVE THE VIOLATION REFLECTED IN THEIR ANNUAL PERFORMANCE EVALUATION, PERSONNEL FILE AND BE SUBJECT TO CITY DISCIPLINARY ACTION.

Petty Cash

Petty cash is available for purchases which do not exceed \$100. Reimbursement may only be made for the cost of a product or service should an employee fail to present a City Tax Exempt certificate at the time of purchase. The supporting documentation, including receipts, are to be attached to the request for petty cash, the budget account to be charged for the expenditure must be noted, and the Department Director or his designee, must sign to authorize this expenditure. Submit the petty cash request to Finance for approval.

IX. EXCEPTIONS TO REGULAR PROCEDURES

A. *Line Item Transfers*

If a department needs to purchase an item, which is essential to its operation, and the cost of this item will exceed the available balance in a certain line item of that department's budget, a Line Item Transfer may be requested from another line item that has available funds. All requests shall be submitted on a Line Item Transfer form which must be approved by the Finance Director or their designee prior to the issuance of any requisition.

B. Emergency Purchases

While the need for an occasional emergency purchase is recognized, the practice shall be curtailed as much as possible by anticipating needs in time for the use of regular purchasing procedures.

- a) Emergency purchases are to be made by departments (upon approval of Department Director) only when the normal functioning and operation of the department would be so seriously hampered by the normal purchasing procedures that the health or safety of citizens would be adversely affected, or repair is necessary to prevent further damage to public property.
- b) Emergency purchases between \$2,500 and \$25,000 must be approved by the City Manager or their designee prior to purchase.
- c) All emergency purchases exceeding \$25,000 must be approved by the City Commission through adoption of resolution prior to payment.

C. Formal Contract Procedures

i. Change Orders

- a) Such changes must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract rather than as departing therefrom. Further, such changes, when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.
- b) All change orders or changes to rates of approved contracts or agreements that increase or decrease the contract cost must be formally recommended in writing by the Department Director and approved in writing by the City Manager if the amount is up to \$25,000; or approved by the City Commission if the change order is above \$25,000 before work may be authorized to begin. All change orders shall be subject to approved Department budget availability. No claim against the City for extra work in furtherance of such change order shall be allowed unless said prior approval has been obtained, notwithstanding any other position, contractual or otherwise.

The completed Contract Change Order form shall be forwarded to the Purchasing Contracts Coordinator. Upon receipt of the completed form, the Purchasing Contracts Coordinator will schedule a Bid Specification Committee meeting to review the proposed contract change. Every effort will be made to schedule the Bid Specification Committee meeting as expeditiously as possible to insure project continuity.

The Bid Specification Committee will review the proposed Contract Change and recommend, on a case by case basis. The using department shall prepare a request including the Contract Change Order form as an attachment to be submitted to the City Commission for approval.

A copy of the signed Contract Change Order will be sent to the Purchasing Contracts Coordinator for record purposes. If necessary, a budget revision form must be completed before submission to the City Commission for approval.

ii. Exception To Bid Requirements

- a) Emergency - In urgent cases of compelling emergency which require the immediate purchase of supplies or contractual services which exceed the monetary limitations, the City Manager shall secure the lowest obtainable price for such supplies or contractual services and shall be approved by the Commission at the next regularly scheduled Commission meeting.
- b) Cooperative Purchasing - The City may join with other units of government in cooperative purchasing plans when the best interest of the City would be served thereby, subject to the requirement that any purchase in excess of \$25,000 shall require Commission approval.
- c) Waiver of Formal Contract Procedure - The City may procure, without following Formal Contract Procedure, any supplies, materials or equipment which are the subject of contracts with the State of Florida or with other City, County or Federal governmental entity provided that any purchase in excess of \$25,000 be approved by the City Commission, however the requisition and purchase order procedures shall still be followed.

All bids which are awarded are considered to be valid for one year, provided that the vendor is willing to perform the same service or provide the same product at the awarded price. If any of the conditions mentioned above are altered, it is necessary to rebid. If all conditions remain constant, the using department will prepare a requisition and note the meeting date that awarded the bid to support pricing contained therein.

X. SALE OF CITY PERSONAL PROPERTY

All sales of personal properties which have become obsolete and unusable, shall be sold to the highest bidder, for cash, at public auction or by sealed bids. An item may be used as a trade-in to reduce the cost of replacement.

Prior to the sale of unusable property, the City Commission shall, by resolution, declare such property surplus and direct the sale of same at public auction or by sealed bids. The resolution shall contain a list of all surplus property to be sold and the estimated value of each item.

Approved By:



City Manager

Date: 5/20/10

OIG 19-009-M

EXHIBIT 4



City of Dania Beach, Florida Procurement Card Policy

Procurement Card (ProCard) Program Policies and Procedures	Supersedes: All previous and existing memos or administrative policies in conflict
Originating Department: Finance	
Policy Number: FIN-2015-001 Effective Date: October 1, 2015	

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OVERVIEW

The City of Dania Beach Procurement Card (ProCard) Program is designed to improve efficiency in processing certain low dollar purchases from any vendor that accepts the Visa credit card, and to streamline the electronic and on-line administration of the program. The success of the ProCard Program depends on the cooperation of all parties associated with it.

The benefits of the ProCard Program include:

Cardholder Benefits

- ✓ Convenience of purchasing without purchase orders.
- ✓ Quicker delivery of goods or services.
- ✓ Larger list of merchants to purchase from.

Agency Benefits

- ✓ Simplifies the purchasing process for low dollar purchases.
- ✓ Lowers the overall transaction processing cost per purchase.
- ✓ Allows accountability.

Merchant Benefits

- ✓ Expedites payment to the merchant.
- ✓ Reduces paperwork.
- ✓ Lowers risk for nonpayment.

The Finance Department ("Finance") administers and monitors the performance of the program. All program administration questions or concerns should be directed to:

Tania Stevens, Senior Accountant, (954) 924-6800 Ext 3671
Yeimy Guzman, Controller, (954) 924-6800 Ext 3674

1 General Policy Guidelines

1.1 Purpose

- 1.1.1 The purpose of this policy is to establish the responsibilities, controls and authorizations for the issuance and processing of the City's Procurement Card (ProCard).

1.2 Who Must Comply

- 1.2.1 The ProCard is a City-liability credit card issued in the name of authorized, trained individuals to purchase certain eligible goods and services on behalf of the City. The policy applies to any individual who seeks to establish, maintain, approve or conduct transactions using City funds.

1.3 Objectives

- 1.3.1 Provide guidelines for obtaining a purchasing card (ProCard) for the purchase of certain low-value items.
- 1.3.2 Provide authorized individuals with the ability to commit City funds to buy certain goods or services. All purchases must be eligible to charge to the ProCard and require the appropriate documentation to adequately safeguard of City assets.
- 1.3.3 Provide for disciplinary action if ProCards are misused. The procedures provided herein are minimum standards for departments. Departments may establish additional or more stringent controls if necessary.

2 Definitions

Back-order - An order that cannot be fulfilled due to an out of stock condition

Billing Cycle - Individual transactions that occur in a specific monthly calendar period

Cardholder – A person designated to utilize a procurement card to make low dollar purchases within preset limits, on behalf of the City

Cardholder Agreement – Agreement signed by the cardholder that stipulates the policies and procedures of the City of Dania Beach and the responsibilities of the cardholder

Procurement Card (ProCard) Reviewer – A person designated, by the Department Head, who is responsible for coordination of activities for each department, including collection of receipts from cardholders, entering appropriate accounting data on-line, resolving credit issues, scanning receipts and transmitting all approved documentation to Finance for the processing of payment.

Merchant – A vendor that accepts the City of Dania Beach VISA Procurement Card.

Merchant Category Code (MCC) – Code assigned to a merchant by VISA which identifies the primary goods or services that are provided by the merchant.

Monthly Purchase Limit – The dollar limitation for the total monthly allowance assigned to a cardholder.

Procurement Card (ProCard) – A payment method that may be used for purchases by an authorized user within established purchasing guidelines.

Procurement Card Administrator (P.A.) - A person designated by the Finance Director who is responsible for managing the administrative functions of the ProCard program.

Receipt - A merchant's acknowledgement that payment has been made. Specifically, for purposes of this policy, the receipt is provided to the cardholder for a purchase transaction.

Single Purchase Limit (SPL) – The dollar limitation for a single purchase when using the ProCard.

Split Purchase – An intentional processing of multiple transactions for one item or for a single order with the express intent of circumventing ProCard dollar thresholds.

Tax Exempt – When referenced in this policy, "tax exempt" refers to the fact that the City has been granted an exemption to the payment of State of Florida Sales Tax by the Florida Department of Revenue.

Transaction – A charge, credit, correction, or other activity associated with any cardholder or City account.

3 Code of Conduct

3.1 Overview

The Code of Conduct for the City's ProCard Program is designed to provide a set of guidelines and philosophy to follow regarding the proper use of the card.

Purchases: ProCard purchases should be made so that the City gains the maximum value and quality for each purchase.

ProCard Agreement - The issuance of a ProCard is strictly prohibited prior to receipt of a signed agreement from the cardholder. The cardholder must sign the ProCard agreement prior to receiving the card.

Personal Use of ProCard - Only authorized business purchases may be completed with the Pro Card and any personal purchases are strictly prohibited.

ProCard Security - The ProCard is the property of the City and as such should be retained in a secure location.

Authorization - Only the cardholder whose name is on the front of the card is authorized to use it. Delegating the use of the ProCard to another employee is strictly prohibited.

Merchant Disputes - If a dispute occurs with a merchant, the cardholder should make every effort to reach a reasonable and equitable settlement to the dispute. If it is not possible to settle the disagreement under reasonable circumstances, then submit the dispute to arbitration with an independent, impartial third party.

Negotiations - Each cardholder is required to conduct themselves in a good faith manner when negotiating with merchants. Any intentional misrepresentation is strictly prohibited.

City Policies - Adhere to City policy as it relates to the ProCard program.

Documentation - All purchases using the ProCard program must be properly documented for business purposes. Any altered or forged documentation is strictly prohibited.

Purchase Restrictions - Purchases of products, services or commodities on the restricted list in the ProCard Policy are strictly prohibited. Check with department head or the Finance Department if there are any questions about the validity of a charge.

Purchase Limits - All transaction purchase limits will be adhered to and any splitting of transactions to avoid authorized limits is strictly prohibited.

4 Department Responsibilities

4.1 Department Head or Designee

4.1.1 The Department Head's role is ensuring that all purchases made by the cardholder(s) within their department/division are appropriate and accurate.

- ✓ Authorizes employees to become cardholders within the department
- ✓ Appoints ProCard reviewers within their department or division
- ✓ Reviews cardholder qualifications
- ✓ Establishes appropriate spending limits
- ✓ Assumes responsibility for any appropriate disciplinary action
- ✓ Reclaims ProCards from terminated or transferring employees

4.2 Reconciler

4.2.1 Reconcilers are assigned by the department based on the job function (e.g., the cardholder may be the reconciler). The reconciler's role is ensuring that all transactions are appropriate and accurate and deadlines are met as established by City policy.

4.2.2 Specific responsibilities include, but are not limited to, the following:

- ✓ Works with the cardholder to gather and submit all required supporting documentation, including justification, for each transaction
- ✓ Monitors ProCard transaction activity and ensures compliance with purchasing and ProCard policies and procedures
- ✓ Reviews ProCard transactions in the accounting system and ensures accounts are accurately coded and no errors exist
- ✓ Works with approvers to ensure reconciliations for the billing cycle are printed, signed, and submitted with receipts by the designated deadline.

4.3 Cardholder

4.3.1 The cardholder's role is protecting the ProCard and ensuring that all transactions adhere to the policies and procedures of the Procurement Card Program.

- ✓ Reads and understands ProCard Program and completes Cardholder Agreement
- ✓ Assumes responsibility for appropriate use of ProCard and associated recordkeeping
- ✓ Verifies receipt of materials and services
- ✓ Questions all unauthorized purchases
- ✓ Immediately reports fraudulent use and lost or stolen ProCards

5 Finance Responsibilities

5.1 Finance Director or Designee

5.1.1 The role of the Finance Director or Designee is to manage and oversee the ProCard Program. Responsibilities include:

- ✓ Manages all aspects of client service and continuous improvement of the program
- ✓ Reviews and approves all ProCard authorization requests
- ✓ Reviews requests for exceptions to these procedures
- ✓ Ensures compliance with all internal policy and external regulatory requirements
- ✓ Conducts periodic audits to assess compliance and performance
- ✓ Manages Bank Issuer relationships
- ✓ Ensures that the City's monthly account statement balance is paid on time
- ✓ Establishes and implements internal checks and balances for ProCard procedures
- ✓ Approves issuance, suspension and cancellation of City Procurement Cards

5.2 ProCard Administrator

5.2.1 The ProCard Program Administrator (P.A.) generally serves as the focal point for answering questions regarding the ProCard program. Responsibilities include:

- ✓ Conducts periodic reviews of departments using ProCards
- ✓ Coordinates acquisition, distribution and termination of ProCards
- ✓ Conducts periodic reviews of departments using ProCards
- ✓ Makes appropriate notifications regarding compliance issues
- ✓ Manages and conducts ProCard training as needed
- ✓ Maintains compliance with all internal policy and external regulatory requirements
- ✓ Assists cardholder with merchant disputes

6 Procedures for Procurement Card Issuance

6.1 Department Head or Designee

- 6.1.1 Requests new card for employee(s) by completing ProCard Authorization
- 6.1.2 Routes completed form to the Finance Director for review and approval

6.2 Finance Director or Designee

- 6.2.1 Reviews and approves the ProCard Authorization
- 6.2.2 Determines MCC classification for cardholder
- 6.2.3 Routes the completed form to ProCard Administrator for final processing

6.3 ProCard Administrator

- 6.3.1 Receives the signed authorization from the Finance Director
- 6.3.2 Processes and routes the necessary information to the Bank Issuer

6.4 Bank Issuer

- 6.4.1 Sets up account for cardholder
- 6.4.2 Forwards card within 5 - 7 days of request

6.5 Cardholder

- 6.5.1 Reads the ProCard Policy and acknowledges understanding of policy procedures
- 6.5.2 Signs the ProCard Agreement form which outlines cardholder responsibilities while in possession and use of the ProCard
- 6.5.3 Reads the Code of Conduct, acknowledges understanding of policy principles, and signs the Acknowledgement form
- 6.5.4 Takes possession of the ProCard

7 Procedures for Procurement Card Renewals and Cancellations

7.1 Procurement Card Cancellations

- 7.1.1 Cardholder terminates employment for any reason
- 7.1.2 Cardholder's job status changes such that they no longer require a purchasing card
- 7.1.3 Cardholder reports the loss or theft of the purchasing card
- 7.1.4 Cardholder misuse of the purchasing card
- 7.1.5 Untimely approval of transactions

7.2 Procurement Card Renewals

- 7.2.1 Procurement cards are issued with an expiration date, usually two years after issue.
- 7.2.2 Renewal cards are automatically sent to Finance 2-6 weeks prior to the expiration date of the card.
- 7.2.3 Prior to the expiration of the card, cardholder activity shall be reviewed.
- 7.2.4 Individual accounts that show no activity over a six- to 12-month period may be subject to cancellation due to minimal usage.

8 Training

8.1 New Cardholders

- 8.1.1 Attend New Cardholder Training with the ProCard Administrator to familiarize themselves with ProCard Policy and procedures.
- 8.1.2 The Finance Department will hold New Cardholder Training sessions, and notify new cardholders via email of those dates.
- 8.1.3 New Cardholders must attend training sessions before taking possession of the ProCard.
- 8.1.4 Upon completion of the training, cardholders must complete the Cardholder Agreement and the Acknowledgement form.

8.2 Existing Cardholders

- 8.2.1 Departments may schedule re-orientation training with ProCard Administrator for cardholders that need reinforcement of this policy.

9 Limits and Restrictions

9.1 Spending Limits

9.1.1 Spending limits are determined by the Department Head within established guidelines. Each ProCard is tailored to meet the needs of the cardholder. The card limit controls are as follows:

- ✓ Single Purchase Limit (SPL) – Not to exceed the cardholder’s approved SPL of \$2,500
- ✓ Monthly Purchase Limit – Not to exceed the cardholder’s approved limit (not to exceed \$10,000)

9.1.2 All requests to increase monthly purchase limits must be authorized by the Department Head and approved by the City Manager and Finance Director

9.2 Merchant Category Codes (MCC)

9.2.1 MCCs identify the primary type of goods or service the merchant provides.

9.2.2 The codes are used to restrict unauthorized charges at the point of sale.

9.2.3 If a blocked merchant requests authorization for a transaction, it will be declined.

9.3 Card Classifications

9.3.1 The Procurement Card Program has established four (4) card classes. This allows the flexibility of restricting the types of purchases made by cardholders. Card classification will be determined by the Finance Director.

9.3.2 Cards can be issued in one of these four classes:

- ✓ Class “A” – allows cardholders to make **travel related charges only**
- ✓ Class “B” – allows cardholders to make **commodity type purchases only**
- ✓ Class “C” – allows cardholders to make **both travel and commodity purchases**
- ✓ Class “D” – allows cardholders to make **purchases with no restrictions**

10 Card Safekeeping and Security

10.1 Card Safekeeping

- 10.1.1** Certain cardholder information, such as credit limits or MCC changes, may change periodically.
- 10.1.2** An Account Maintenance Form should be completed by the ProCard administrator and forwarded to Finance.
- 10.1.3** Upon receipt, Finance will review the request, and if approved, authorized corrections will be processed.
- 10.1.4** Updates to the cardholder's account take approximately 3 to 5 days after submission to the Bank Issuer.

10.2 Card Security

The ProCard is City property and the cardholder should treat it with at least the same level of care given to their personal credit card.

- 10.2.1** Use of the ProCard is restricted to the authorized cardholder whose name appears on the face of the card and may not be loaned to any other person.
- 10.2.2** The cardholder must store the ProCard in an accessible yet secure location. Every precaution should be used to protect account information and should never be left in a conspicuous place.
- 10.2.3** The cardholder may make purchases for other employees within their department or division; however, the cardholder must be present at the time of purchase.
- 10.2.4** Purchases made for other departments must be approved by the Department Head of the requesting department. The work order, if available, must be included as supporting documentation for that particular transaction.
- 10.2.5** The cardholder may use the ProCard when traveling on City business (refer to the Travel Policy for established guidelines); otherwise, it should not be retained in the cardholder's purse or billfold.

11 ProCard Authorized Purchases

11.1 Authorized Users

11.1.1 The ProCard is to be used for City authorized purchases only.

11.1.2 Personal use of a ProCard is strictly prohibited.

11.1.3 The ProCard should not be used by anyone other than the individual employee to whom the card is issued

11.2 Authorized Business Use

11.2.1 The ProCard must be used only for authorized business expenses within pre-approved spending limits.

11.2.2 Authorized purchases consist of a broad range of items that include, but are not limited to:

- ✓ Commodities necessary in order for the department to carry out its statutory duties
- ✓ Travel purchases to conduct City business (airline tickets, car rentals, lodging accommodations, etc.)
- ✓ Registrations for conferences or training
- ✓ Approved dues and membership fees
- ✓ Approved subscriptions

11.3 Compliance Audits

All cardholder accounts are subject to periodic audits to ensure compliance with the City's overall purchasing policies and the policies outlined herein.

11.3.1 Finance reviews daily, monthly and annual transaction activity reports as deemed necessary to ensure adherence to Procurement Card policies and procedures.

11.3.2 If an audit reveals a policy violation, the Cardholder and Department Head will be contacted and disciplinary action will be assessed based on the severity of the violation.

12 Unauthorized Purchases

12.1 Any unauthorized use will require immediate reimbursement by the cardholder to the City, and may result in disciplinary action up to and including termination of employment.

12.2 Unauthorized purchases include, but are not limited to:

- ✓ Items in excess of the SPL limit of \$2,500
- ✓ Items used generally for the personal convenience of employees (portable heaters, fans, refrigerators, microwaves, coffee pots and clocks, lamps or picture frames for private offices, etc.)
- ✓ Eating places, i.e. restaurants and fast food
- ✓ Catering
- ✓ Package stores, beer, wine, liquor
- ✓ Cash advances
- ✓ Gasoline, fuel, or oil products
- ✓ Vehicle repairs and maintenance
- ✓ Entertainment, non-work related (restaurants, bars, etc.)
- ✓ Travel expenses such as food (per Diem), communication charges (telephone, cable, etc.), hotels, airline tickets or car rentals
- ✓ Automobile rentals
- ✓ Any additional good or service specifically restricted by the City

12.3 Split Purchases

12.3.1 Cardholders may not split or divide purchases into amounts less than \$2,500 to circumvent the requirement to process a purchase order.

12.3.2 ProCard transactions will be reviewed monthly for split purchases. If apparent splits are identified, the cardholder will be notified via email by the Program Administrator.

12.3.3 Cardholders found in violation of this policy will be disciplined in accordance with Section 17 of this policy.

12.4 Liability for Non-Business Purchases

12.4.1 A cardholder making a non-business purchase will be held personally liable.

12.4.2 If a cardholder uses the ProCard in error -- for instance, makes a personal purchase thinking he or she has used a personal credit card -- the cardholder must immediately contact his or her supervisor and ProCard administrator.

12.4.3 In some cases, the merchant may be able to credit the ProCard for the amount charged in error and accept the cardholder's personal credit card.

12.4.4 If this is not possible, the cardholder must reimburse the City for the full amount of the charge.

12.4.5 All charges made in error must contain a detailed explanation and copies of supporting documentation indicating that the City was reimbursed in full must be retained in the event of an audit.

12.4.6 If the cardholder does not reimburse the City, the card will be suspended pending a full investigation of the cardholder's transactions.

12.5 Purchases Denied at Point of Sale

On occasion, a cardholder's purchase may be declined. The reason for the decline is usually available the same day as the attempted purchase and is kept by the bank for 72 hours. Depending on the circumstances, an override on the charge may be performed. The cardholder or ProCard Rep. should contact the P.A. during business hours or the Bank Issuer after business hours if a ProCard transaction is declined.

12.5.1 Transactions are typically declined for the following reasons:

1. MCC is restricted from the purchasing card
2. The cardholder has exceeded the single transaction, daily or monthly limit
3. The expiration date on the cardholder's card is invalid

13 Recordkeeping

13.1 Receipt of Goods and Services

- 13.1.1** The cardholder assumes responsibility for ensuring receipt of materials and services.
- 13.1.2** All charges on the card require an original receipt from the vendor as support for the transaction. If the charge is invoiced to the cardholder, then it should be sent directly to the cardholder's department.
- 13.1.3** Receipts must include at a minimum: 1) vendor name 2) amount 3) date of transaction 4) description of the items purchased. Receipts that do not include this minimum documentation are unacceptable.
- 13.1.4** The cardholder must follow up with vendors to resolve any delivery problems, discrepancies, and/or damaged goods.
- 13.1.5** The cardholder should request that the vendor deliver the goods directly to the cardholder's physical location (street address, building name and suite/room number) to preclude any delivery problems, discrepancies, and/or damaged goods.
- 13.1.6** If materials are ordered by phone, require the vendor to include a sales receipt in the package with the filled order to provide documentation.
- 13.1.7** The cardholder should also ask the vendor to mark the outside packaging label with the cardholder's name, department name, and phone number). This information will allow prompt delivery to the cardholder if the package is delivered to another location.
- 13.1.8** If the cardholder is not available when purchased goods are delivered, someone else can sign for the delivery; however, the cardholder must sign the delivery document as soon as possible.
- 13.1.9** The cardholder is responsible for coordinating returns directly with the vendor and for securing the appropriate credit.
- 13.1.10** Packing slips are not considered sufficient documentation. Instruct the merchant to indicate on the shipping document or packing slip: ('Credit Card Purchase').
- 13.1.11** For purchases where no receipt is generated (e.g., a recurring subscription expense or other standing order), a copy of the associated monthly cardholder statement and a complete explanation of the expense must be kept according to local procedures.
- 13.1.12** Cardholders must submit a Missing Receipts Affidavit if a receipt is lost. Recurring instances of missing receipts may result in the cancellation of the cardholder's ProCard.

13.1.13 Cardholders found in violation of this policy will be disciplined in accordance with Section 17.

13.2 Purchase of Food and/or Refreshments

13.2.1 Use of the ProCard for food transactions not related to travel (per diem) shall be itemized on the Host Account Summary form. The form must be completed, signed, and dated by the cardholder or by a department official.

13.2.2 A copy of the form shall be submitted with the monthly paperwork to Finance. The cardholder must also retain a copy for filing with the monthly paperwork.

13.2.3 Food transactions must only be related to City sponsored events such as Oasis Neighborhood Clean-ups and Arts and Seafood Festival.

13.2.4 Commission meetings or business meetings are not considered City-sponsored events and may not be paid with the ProCard.

13.3 Sales Tax

13.3.1 ProCard purchases are exempt from state sales tax and the cardholder must advise the vendor of the tax-exempt status. The tax exemption number is printed on the front of the ProCard.

13.3.2 A Florida Sales and Use Tax Exemption Certification may be provided to the vendor, if requested.

13.3.3 The Program Administrator and ProCard Reviewer shall review cardholders' transactions monthly for sales taxes paid.

13.3.4 If sales tax is billed to the cardholder's account, it is the cardholder's responsibility to work with the vendor to get credit for the charges.

13.3.5 In accordance with the Cardholder Agreement, the cardholder is personally liable for any unauthorized charges, including tax.

14 Reconciliation, Approval & Allocation of Billing

14.1 Distribution of Account Statements

- 14.1.1 Interim and monthly statements are emailed to Cardholder and Reviewer
- 14.1.2 At the close of the monthly billing cycle, Finance will email Cardholder Statements to the Cardholder and Reviewer.
- 14.1.3 If no purchases occurred during the billing cycle, a statement will not be generated.

14.2 Cardholder Reconciliation Procedures

- 14.2.1 Review all transactions for accuracy to ensure charges are legitimate.
- 14.2.2 If there is any charge in dispute or in error, complete the "Charge Dispute Form".
- 14.2.3 Initiate invoice batch and enter transactions using correct general ledger coding.
- 14.2.4 Each charge must include:
 - 1. **Who** incurred the expense or who benefitted; specific names of individuals/groups are required
 - 2. **What** the expense entailed (e.g., item purchased or activity conducted)
 - 3. **Why** this is a legitimate business expense (i.e., specific reason, purpose)
 - 4. **Where** the event or activity took place (if not apparent in transaction detail or receipts)
 - 5. **When** the event or activity occurred (if not apparent in transaction detail or receipts)
- 14.2.5 An example of acceptable business purposes:
 - ❖ Instead of describing a purchase as "tools", describe as "hammer for use in toolkit for vehicle #516"
- 14.2.6 Sign and attach applicable charge slips, sales receipts to the account statement.
- 14.2.7 Attach the required proof-of-purchase documents to a printout of the Account Statement.
- 14.2.8 Forward signed receipts and account statement to the ProCard Reviewer.

14.3 Reviewer Reconciliation Procedures

- 14.3.1** Review all transactions and receipts for appropriateness - any suspicious or abnormal card usage should be reported to the cardholder's supervisor and Finance.
- 14.3.2** Match and attach receipts to the charges listed on the reconciliation report.
- 14.3.3** Contact the cardholder for an explanation for the following reasons:
- ❖ Receipts do not match charge amounts
 - ❖ Credit transaction does not have a receipt
 - ❖ Sales tax was charged to a purchase on the ProCard
- 14.3.4** Ensure that receipts are properly documented, allocated to the proper accounts, and signed by the cardholder.
- 14.3.5** Add approval to receipts and supporting documentation, sign and date the account statement, approve invoice batch.
- 14.3.6** Forward all required documents to Finance for final review and approval.

14.4 Finance Review of Card Transactions

- 14.4.1** Finance is required to review all card expenditures (item purchased, amount, and vendor) to ensure goods were necessary and appropriate.
- 14.4.2** Review all account transactions, including credits and returns, with the supporting documentation submitted by the cardholder.
- 14.4.3** Assess the validity and completeness of each transaction.
- 14.4.4** Communicate any lack of documentation or support immediately to the cardholder.

14.5 Billing & Payment

- 14.5.1** It is important that the City meet its obligation to the Bank Issuer.
- 14.5.2** Compliance with established deadlines is vital to the success of the program.
- 14.5.3** If a cardholder is consistently delinquent in submitting their reconciled account statement, the Department Head and/or Finance Director may review their status as a participant in the program and suspend privileges until an adequate resolution is achieved.

14.6 Reconciliation Dates and Deadlines

- 14.6.1 5th of each month** - Cardholder required to reconcile all transactions submit all supporting documentation within current billing cycle to Finance. **Weekly reconciliation** is highly encouraged.
- 14.6.2 7th of each month** - Notice sent via email to the cardholder's supervisor if ProCard reconciliation is incomplete or inaccurate and/or documentation is not received by Finance.
- 14.6.3 10th of each month** - Cardholder's account will be deactivated and no further transactions allowed if reconciliation and/or documentation is still not completed.

15 Disputed Transactions

15.1 Overview

- 15.1.1** If there is a problem with a purchase or transaction, the cardholder must first attempt to reach a resolution directly with the merchant. In most cases, disputes can be resolved between the cardholder and the merchant. The merchant will usually issue a credit.
- 15.1.2** The cardholder should document all attempts to resolve any problem. If efforts to resolve the problem with the merchant are not successful or if a credit does not appear on the statement, the appropriate Cardholder Statement of Dispute form should be filed.
- 15.1.3** The cardholder must notify Finance within 10 days if dispute cannot be resolved directly with the merchant.
- 15.1.4** It is essential that the time frames and documentation requirements established by the Bank Issuer be followed to protect the cardholder's rights in dispute.

15.2 Dispute Reasons

Common reasons for disputes include, but are not limited to the following:

- 15.2.1 Unauthorized Charge** – The cardholder did not make the purchase; the goods or services were not ordered or received.
- 15.2.2 Alteration of Charge Amount** – The electronic transaction amount is different than the amount on the sales receipt.
- 15.2.3 Goods or Services not Received** – Although the transaction is valid, the items or services were not received and the cardholder is unable to resolve with the merchant.
- 15.2.4 Defective or Wrong Merchandise** – The merchandise ordered was different from that received or the merchandise was defective/damaged.
- 15.2.5 Recurring Charge after Cancellation** – A cardholder's account is charged although merchandise or services were cancelled.
- 15.2.6 Credit not Received** – The cardholder received a credit slip from a merchant, but the credit did not posted within 30 calendar days from the date the credit was issued.

16 Travel Purchases

16.1 Overview

- 16.1.1** The ProCard may be utilized for payment of lodging, transportation, conference, training or other travel expenses for an amount not to exceed \$2,500 per transaction. Travel expenses for cardholders attending functions outside of the tri-county area (Broward, Miami-Dade and Palm Beach Counties) are subject to the following limitations:
- 16.1.2** All travel requests must be pre-approved in accordance with procedures outlined in the Travel Policy. The Travel Authorization Form must be filed for any travel placed on a ProCard.
- 16.1.3** All travel must be for business purposes only and personal use is strictly prohibited.
- 16.1.4** All required documentation must be forwarded to Finance in a timely manner.

16.2 Travel Tips

- 16.2.1** The ProCard should not be used to purchase gasoline for your personal vehicle when it is used for business purposes. Travel expenses incurred when using your personal vehicle will be reimbursed by claiming mileage on your expense report.
- 16.2.2** The ProCard should not be used to purchase gasoline for a rental car when it is used for business purposes. If you are traveling with a rental car, gas purchases will be reimbursed in accordance with the City's Travel Policy.
- 16.2.3** Communication expenses (e.g. telephone, Internet) should not be paid using the ProCard.
- 16.2.4** Cardholders should keep the Consumer's Certificate of Exemption with their ProCard. Some hotels will not allow the exemption without copying the certificate.

17 Lost or Stolen Cards

17.1 Overview

- 17.1.1** If the ProCard is lost, stolen, or misplaced, the cardholder or Department Head must immediately notify Finance.
- 17.1.2** If the ProCard is lost, stolen, or misplaced after business hours, the cardholder or Department Head must immediately notify the Bank Issuer.
- 17.1.3** The cardholder must also complete the Account Maintenance Form documenting how the card was lost, stolen, or misplaced and the date that it was noticed missing.
- 17.1.4** Upon notification, the card will be suspended immediately and any charges posted to the account after the “missing date” will be denied.
- 17.1.5** A new card will be issued upon completion of an application and indicate that the card is a replacement.
- 17.1.6** After the application is received by Finance it will take approximately 5 to 7 business days to reissue a replacement card.
- 17.1.7** The cardholder is responsible for reporting all information necessary to reduce the City’s liability for a lost or stolen procurement card.
- 17.1.8** The cardholder must notify all merchants who have the card number on file to update their records to reflect that the card was lost, stolen or cancelled.

17.2 Contact List

- 17.2.1** ProCard Administrator (during business hours)
- Tania Stevens
 - (954) 924-6800 Ext 3671
 - tstevens@ci.dania-beach.fl.us
- 17.2.2** Bank Issuer (after business hours)
- Bank of America
 - 1 (888) 449-2273

18 Procurement Card Misuse and Abuse

Participation in the City's Procurement Card Program is a privilege, and not a prerequisite of employment. Every cardholder is responsible for the purchases made on their card and is required to adhere to the policies and procedures set forth in these guidelines.

18.1 Procurement Card Misuse

18.1.1 Misuse of the ProCard may result in disciplinary action up to and including termination of the employment and prosecution to the extent permitted by law.

18.1.2 Cardholders **will** be required to reimburse the City, including sales tax, for any purchases found improper or not for official business use.

18.2 Procurement Card Abuse

Abuse of the ProCard for personal gain or unauthorized use may result in appropriate disciplinary action which could include garnishment of wages and termination. Policy violations include, but are not limited to:

- ✓ Any unauthorized purchase
- ✓ Exceeding credit line limit(s) or splitting purchase transactions in order to stay within set limits
- ✓ Missing receipts
- ✓ Failure to reconcile credit card statements with receipts to Finance by the deadline established by Finance
- ✓ Failure to return the ProCard upon request, resignation, or termination

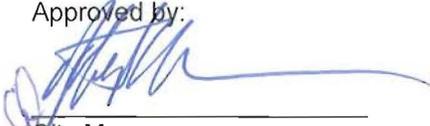
19 Disciplinary Action Process

Except where otherwise stated, the first violation of the ProCard Policy could result in written notification of the infraction to the Cardholder and Department Head. For subsequent or more serious first-time violations, an investigation will be performed and a recommendation made for appropriate discipline based on the ProCard Progressive Discipline Guidelines and the ProCard Policy. Finance will determine the action taken up to suspension of card privileges. A written notice of action will be sent to the Department Head, City Manager and Human Resources and placed in the cardholder's personnel file.

PROCUREMENT CARD PROGRESSIVE DISCIPLINE GUIDELINES			
Offense	1st Offense	2nd Offense	3rd Offense
Missing receipts	Written warning and liable for all undocumented purchases	Suspension of card privileges for 3 months and liable for all undocumented purchases	Revocation of card privileges and liable for all undocumented purchases
Splitting of purchases over \$2,500	Suspension of card privileges for 6 months	Revocation of card privileges	
Unauthorized or inappropriate purchases	Written warning and liable for all purchases	Suspension of card privileges for 6 months liable for all purchases	Revocation of card privileges
Allowing use of card by another	Suspension of card privileges for 6 months	Revocation of card privileges	
Failure to comply with departmental approval process	Verbal warning	Written warning	Suspension or Revocation of card privileges
Use of card for personal gain	Written warning	Revocation of card privileges, liable for personal Procurements and referral to Human Resources for disciplinary action	
Other non-compliant or inappropriate card use	At discretion of the Finance Director		

**The above-indicated actions in response to specific offenses are to be used as a guide and are not intended to be all-inclusive. At the occurrence of any of the listed offenses, or any that are not listed, the appropriate discipline shall be determined after the particular circumstances of the case have been carefully considered.

Approved by:



 City Manager

Date: 9/18/2015

20 APPENDIX

- 20.1 Cardholder Evaluation Form**
- 20.2 Cardholder Acknowledgement Form**
- 20.3 Cardholder Authorization Form**
- 20.4 Cardholder Agreement Form**
- 20.5 Missing Receipt Affidavit**
- 20.6 Host Account Summary**
- 20.7 Notice of Violation Form**
- 20.8 Cardholder Statement of Disputed Item**
- 20.9 Cardholder Termination Form**
- 20.10 Cardholder Maintenance Form**

CITY OF DANIA BEACH CARDHOLDER EVALUATION

I, _____ confirm that I have read the Procurement Card Policy and am familiar with the policies and procedures contained within. I understand that I take full responsibility for ensuring full adherence to the procurement card program.

Please complete the questions below and bring with you when picking up card (TBD):

T/F: Each procurement card has pre-set spending limits that **may not** be exceeded under any circumstances.

T/F: The card is transferable and may be used among multiple employees.

The P-card may be used for the following **except**:

- A) Personal purchases
- B) Per diem meals
- C) Furniture and equipment
- D) Cash advances or ATM withdrawals
- E) All of the above

T/F: Under **NO** circumstances should a transaction be split into two separate receipts to bypass the single transaction dollar limit for your credit card.

T/F: The completed reconciled monthly statement with receipts is due to Accounts Payable by the 5th of each month.

The P-card may be used for the following expenditures:

- A) Copy Paper
- B) Goods and/or services < \$2,500
- C) Refrigerator
- D) Entertainment among employees
- E) A & B only

T/F: If I assign someone else to reconcile my credit card statement I am **NOT responsible** for any errors or erroneous information.

T/F: I am **NOT** responsible for following up on any fraud related issues associated with my City credit card.

**CITY OF DANIA BEACH
ACKNOWLEDGMENT FORM**

The Procurement Card (ProCard) Policy is intended to inform cardholders and appropriate authorized personnel handling ProCard transactions about the formal policy guidelines, processes and responsibilities of the various participants. These policies ensure that ProCard purchasing is consistent with the City’s fiscal and internal control goals.

Since the information, policies and procedures described in the manual are subject to change, I acknowledge that revisions to the ProCard Policy may occur. All policy changes require the appropriate authorized approvals before they are implemented. I understand that revised information may supersede, modify, or eliminate existing policies.

I acknowledge that I have received the ProCard Policy, and I understand that it is my responsibility to read and comply with the policies and the Code of Conduct contained in the policy and any revisions and updates made to it.

CARDHOLDER NAME: _____
(Please print)

Cardholder Signature: _____

Date: _____

**CITY OF DANIA BEACH
PROCUREMENT CARD AUTHORIZATION**

The following employee is designated to use the Bank of America Visa Procurement Card. The card will have the employee's name, the City name and tax exempt number, the account number and an expiration date. The issuing company will not have individual cardholder information other than the cardholder's work address. No credit records, social security numbers, etc. of the cardholder will be maintained by Bank of America.

NAME: _____

POSITION: _____

DEPARTMENT: _____

SINGLE PURCHASE LIMIT \$ _____ (not to exceed \$2,500)

MONTHLY PURCHASE LIMIT \$ _____ (not to exceed \$10,000)

The authorization criteria may be adjusted periodically as needed. All transactions are approved or declined instantaneously based on the authorization criteria established.

Dept. Director Signature: _____
Date

Finance Director Signature: _____
Date

CITY OF DANIA BEACH CARDHOLDER AGREEMENT

The City of Dania Beach is pleased to offer you the Bank of America Procurement Card. It represents the City of Dania Beach's trust in you and your empowerment as a responsible agent to safeguard the City of Dania Beach's assets.

I, _____, hereby acknowledge receipt of the City of Dania Beach's Procurement Card Program Policies and Procedures document and confirm that I have read and understand its terms. As a Cardholder, I agree to comply with said document and understand that the City of Dania Beach is liable to Bank Issuer for all City of Dania Beach approved purchases.

I agree to use the Procurement Card for City of Dania Beach approved purchases and agree not to charge personal purchases. I understand that the City of Dania Beach will audit the use of the card and report any discrepancies.

I further understand that improper use of the card will result in a security investigation which may lead to disciplinary action, up to and including prosecution and termination of employment. Should I fail to use the card properly, I authorize the City of Dania Beach to deduct such amount from my salary equal to the total amount of unaccountable expenditures. I also agree to allow the City of Dania Beach to collect any amounts owed by me even if I am no longer employed by the City of Dania Beach.

In the event that the Procurement Card is not used as herein stated, I hereby authorize the City of Dania Beach to release my last known address and any information relating to my use of the card to Bank of America.

I understand that the City of Dania Beach may terminate my right to use the card at any time for any reason. I also agree to return the card to the City of Dania Beach immediately upon request or upon termination of employment.

CARDHOLDER NAME: _____
(Please print)

Cardholder Signature: _____

Date: _____

PROGRAM ADMINISTRATOR NAME:

I acknowledge that the above Cardholder has been issued a City of Dania Beach Procurement Card.

Card Number: _____

Program Administrator Signature: _____

Date: _____

**City of Dania Beach
Missing Receipt Affidavit
Updated 9/2015**

Cardholder Name: _____

Date of Purchase: _____

Vendor Name: _____

Amount: _____

Detailed item description and cost reflected on missing document:

I certify the above mentioned receipt/invoice is missing. The original receipt/invoice was lost or not obtained. I was unable to obtain it from the provider of goods or services for which payment was made. I certify the expense was incurred in connection with City business and I understand that the falsification of this document constitutes an act of fraud. I understand that a Missing Receipt/Invoice Affidavit should be used on rare occasions and may not be used on a routine basis. I further understand that repeated use of this document may revoke the privilege of providing a declaration in lieu of a receipt/invoice. I certify that the amount shown is the amount I actually paid; that I have not and will not submit a duplicate claim; and that I have not and will not seek a claim for these expenses from any other source.

Cardholder Signature: _____ **Date:** _____

Print Name: _____

Dept. Director Signature: _____ **Date:** _____

Print Name: _____

City Manager Signature: _____ **Date:** _____

Print Name: _____

Finance Director Signature: _____ **Date:** _____

Print Name: _____

**CITY OF DANIA BEACH
HOST ACCOUNT SUMMARY**

FOOD EXPENDITURES FOR MONTH OF: _____

NAME OF CARDHOLDER: _____ SIGNATURE: _____

Date	Restaurant / Caterer	Nature of the Event	Who Was Present (Name and Employer)

*Attach signed copy to monthly account statement retained by cardholder and monthly paperwork submitted to Finance.

PRINT NAME OF DEPARTMENT HEAD: _____

SIGNATURE: _____

**CITY OF DANIA BEACH
NOTICE OF VIOLATION FORM**

Warning: Minor
 Major

Name: _____ Phone: _____

Cardholder: _____ Department: _____

Merchant: _____ Transaction Amount: _____

Transaction Date: _____ Description: _____

Violation:

The following violation(s) has/have been found in reference to the above transaction.

- | | |
|---|--|
| <input type="checkbox"/> Failure to provide documentation on time | <input type="checkbox"/> Inappropriate purchase |
| <input type="checkbox"/> Lack of documentation or proper signatures | <input type="checkbox"/> Split transaction |
| <input type="checkbox"/> Sales tax charge | <input type="checkbox"/> Personal purchase |
| <input type="checkbox"/> Other | <input type="checkbox"/> Fraudulent or fiscal misconduct |

Comments: _____

- Warning letter
 Deactivate p-card for a period of _____
 Revoke card

Cardholder Signature: _____

Date: _____

Department Head Signature: _____

Date: _____

Finance Director Signature: _____

Date: _____

**Commercial Card
Statement of Disputed Item**

Instructions: The Cardholder should first make good-faith efforts to settle a claim or dispute for purchases directly with the merchant. If assistance from Bank of America is required, please complete this form, and mail with required document(s) within 60 days from the first statement on which the error or problem appeared to the following address:

**BANKCARD CENTER
P.O. BOX 982238
EL PASO, TX 79998-2238**

Government Name: City of Dania Beach
Account Number: _____
Cardholder Name: _____
This charge appeared on my statement:
Billing close date: _____
Transaction date: _____
Reference Number: _____
Merchant Name: _____
Merchant Location: _____
Posted Amount: _____
Disputed Amount: _____

Please check only ONE of the following

Unauthorized Transaction

I did not authorize, nor did I authorize anyone else to engage in this transaction. No goods or services represented by the above charge were received by me or anyone I authorized. The card was in my possession at the time of the transaction.

Charge Amount Does Not Agree With Order Authorizing The Charge

The amount entered on the sales slip was changed from \$ _____ to \$ _____. I have enclosed a copy of the unaltered sales slip.

Merchandise or Services Not Received

I have not received the merchandise or services represented by the above transaction. The expected date of delivery or services was _____. (Description of attempt to resolve this matter with the merchant, the date(s) attached.)

Disputed Transaction

I did engage in the above transaction, which I am now disputing. I have contacted the merchant, but I have been unable to return the merchandise and/or I have been unsuccessful in reaching an acceptable resolution with them.

Defective or Wrong Merchandise

I returned the merchandise on (date) _____ because it was:(please choose one):
__defective __wrong size __wrong color __wrong quantity

Recurring Charges After Cancellation

On _____ (date), I notified the above merchant to cancel our monthly/yearly agreement. Since then, my account has been charged _____ time(s). (Please enclose a copy of the merchant's response to confirmation of your confirmation of your cancellation).

Items Charged Already Paid by Other Means

Payment for the goods and/or services represented by the above charge paid by means other than my card. (Copy of front and back of canceled check, money order, cash receipt, credit card statement, or other documentation as proof of payment.)

Credit Appears as a Charge

The enclosed Credit Voucher appeared as a charge on my card account.

Double or Multiple Charges

My account has been doubled charged. The first charge appeared on my _____ (date) billing.

Cardholder Name: _____ Cardholder Signature: _____ Date: _____

**CITY OF DANIA BEACH
CARDHOLDER TERMINATION FORM**

Submit To: ProCard Administrator
Finance Department
100 W Dania Beach Blvd
Dania Beach, FL 33004
(954) 924-6800 Ext. 3671

(Enter Date)

This form verifies that on the above date, _____ relinquished possession of the attached City of Dania Beach procurement card and the card is being returned to the Finance Department as per City policy.

(Attach card here)

Department Head Signature: _____

Date: _____

Human Resources Signature: _____

Date: _____

FINANCE USE ONLY:	
LAST 4 OF CARD:	
CANCELLATION DATE:	
LISTING REMOVAL DATE:	

CITY OF DANIA BEACH
CARDHOLDER ACCOUNT MAINTENANCE FORM

Use this form to request changes to existing account information.

Cardholder Name: _____

Department: _____

Date: _____

Last Four Digits of Credit Card #:

Type of Request

- Cancel Card Account*
- Change Default Account** From: _____ To: _____
- Change Credit Limit From: _____ To: _____
- Change MCC Class From: _____ To: _____
- Suspend Account From: _____ To: _____
- Other: _____

***Will result in cancellation of card. New cardholder agreement must be submitted for a new card.**

****Requires Finance approval**

Cardholder Signature: _____

Department Head Signature: _____

Please email form to ProCard Administrator
tstevens@ci.dania-beach.fl.us

FINANCE USE ONLY:	
DATE RECEIVED:	
CHANGE DATE:	
CHANGED BY:	

OIG 19-009-M

EXHIBIT 5



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

TO: Jose Urtecho, Public Works & Utilities Manager
Dominic Orlando, Director, Public Services

FROM: Tania Stevens, Purchasing Accountant

Cc: Colin Donnelly, Assistant City Manager
Ronnie Navarro, City Engineer
Mark Bates, Finance Director
Nicki Satterfield, Assistant Finance Director
Yeimy Guzman, Controller

DATE: November 6, 2014 *AW 11/25/14*

SUBJECT: Purchasing Card Violation

Finance review of Jose Urtecho purchasing card statement (see attachment) for June purchases, showed that the following charges totaling \$5,090.00 were made to a single vendor as follows:

- 06-10-14 – HD Supply Waterworks - \$1,484.00
- 06-11-14 – HD Supply Waterworks - \$1,868.80
- 06-12-14 – HD Supply Waterworks - \$1,737.60

When asked about these purchases, Jose stated that two of the charges would be credited back to the account because the orders were made in error.

Upon review of the July p-card statement (see attachment), the following charges totaling \$3,221.60 were credited to the account:

- 07-08-14 – HD Supply Waterworks - \$1,484.00
- 07-11-14 – HD Supply Waterworks - \$1,737.60

In September, Kristan Winslow, Senior Credit Associate at HD Supply called Finance to request payment status on several outstanding invoices including the two charges that were credited to Jose's p-card account in July. At that time, Finance explained that those invoices were incorrectly

charged in June. She stated that she would contact the Oakland Park office and request clarification.

In October, Finance received another call from Ms. Winslow stating that she had a conversation with James Watts, Inside Salesman at the Oakland Park office who told her that the invoices were voided at Jose's request. Finance also contacted Mr. Watts and he verified that because the total purchase amount exceeded \$2,500, Jose requested that the invoices be credited back to the p-card in order to stay within the single \$2,500 purchase limit. Invoices were voided in July; however, payment would be made at a later date because the goods were not returned to HD Supply Waterworks.

Conclusion:

The City purchasing policy states that the total amount of any single purchase should not exceed \$2,500. One purchase may be made of multiple items, but the total purchase cannot exceed \$2,500. Furthermore, purchases shall not be split in order to stay within the single \$2,500 purchase limit.

Splitting purchases is a violation of the City's Purchasing Card Policy (see attached). The continued misuse of the City's P-Card by use of "split purchases" results in suspension of purchasing card privileges by Finance.

Jose has been repeatedly notified that these kinds of "split purchases" were not allowed and he was also aware that there was a purchase order on file for HD Supply in the amount of \$10,000 to make purchases from this vendor. Because we were unable to instill in this cardholder the seriousness of complying with the City's policy and the cardholder's continuous abuse of the policy, Finance recommends temporary suspension of the cardholder's p-card.

Meeting held 11/25/14 with Dominic Orlando, Ronnie Navarone,
Jose Urtecho, Yenny Guzman, Tucker Satterfield
Card to be suspended 3 months effective 11/25/14.

 11/25/14

OIG 19-009-M

EXHIBIT 6



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

TO: Jose Urtecho, Public Works & Utilities Manager
Ronnie Navarro, Interim Director of Public Services

From: Nicki Satterfield, Finance Director Memo: DFA-15-020

CC: Robert Baldwin, City Manager
Colin Donnelly, Assistant City Manager
Jackie Beauzil, Human Resources Manager
Adam Segal, Asst. Finance Director
Yeimy Guzman, Controller
Tania Stevens, Senior Account

DATE: October 15, 2015

SUBJECT: Purchasing Card Violations

BACKGROUND

Finance review of Jose Urtecho and Darren Green's purchasing card statements (see attached) for September 2015, shows the following charges:

- Invoice 153921 for Repair Order 153291 \$2,493.78 (Jose Urtecho P-Card)
- Invoice 154068 for Repair Order 153291 \$ 232.25 (Darren Greene P-Card)
- Total Purchase \$2,726.03

A repair order was requested from Plantation Ford regarding service on a 2005 Ford F-250 on September 9, 2015. Service was requested due to engine running rough. Repairs were performed with regard to Air Conditioning (\$824.03) and Diesel Engine Repairs (\$1,902.00) for total purchase of \$2,726.03.

Backup documentation reflects:

- Invoice 154068 was for a single part only and processed separately to avoid per purchase procurement card single transaction limit of \$2,500. Four parts were needed for the repair. Three parts were invoice on Inv. # 153921, the fourth part was invoiced separately on Inv. #154068 (referencing the first invoice)
- Both Jose Urtecho and Darren Green p-cards were swiped within 2 minutes of each other to pay for the charges. Thereby both parties purposely violated the \$2,500 threshold by splitting this purchase into two separate transactions or invoices to circumvent the purchasing limit.
- P-card policy specifically states vehicle repairs are prohibited from p-card purchase unless an emergency exists. All vehicle repairs are to be determined by the Fleet Manager.

DETERMINATION

Upon discovery of the repair the Pro-card Administrator spoke with the Fleet Manager. The vehicle issues had been reported but these repairs were not deemed an emergency repair. Fleet Manager further indicated the repairs completed by Plantation Ford had previously been repaired by the City. No communication was made to the Purchasing

Department to indicate this was an emergency repair. The repair order is dated September 9th and the vehicle was not repaired and picked up until September 15th, indicating this was not an emergency repair but rather a planned repair.

A joint meeting was held on Thursday, October 15 2015 at 3:00 p.m. with Ronnie Navarro, Interim Public Works Director and Jose Urtecho, Public Works & Utilities Manager, Adam Segal and me.

During our meeting Mr. Urtecho recounted the events of the day the vehicle repairs were paid for. He indicated he previously informed the dealership the repairs could not exceed \$2,500. However, the purchase exceeded this amount and therefore an additional invoice was generated at a later date thereby splitting the purchase. Upon arriving at the dealership two separate invoices were already prepared. Jose's card was used for the first invoice and Darren's card was then used for the second invoice. Mr. Urtecho confirmed he gave physical possession of his procurement card to Mr. Greene to use at the dealership and requested the employee pickup up the vehicle.

CORRECTIVE ACTION

Mr. Urtecho has been repeatedly notified "split purchases" are not allowed and previously had his p-card suspended on November 14, 2014 for three months for the same previous action.

This purchase was an unauthorized charge and a split purchase. Additionally, the employee knowingly gave possession of his purchasing card to another employee and directed him to use the card to pay for a purchase. Since this employee has been previously coached and disciplined before regarding the proper use of the City procurement card. Finance is revoking the procurement card from this individual permanently.

APPROVED BY:

Nicki Satterfield
Nicki Satterfield, Finance Director

10/15/15
Date

CUSTOMER #: 4015
UNIT# 502

153921

PLANTATION FORD 

707 N. State Road 7 - Plantation, FL 33317
Service: (954) 797-3740
Parts: (954) 797-3750
service@plantationford.com
parts@plantationford.com
www.plantationford.com

INVOICE

PAGE 1

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA, FL 33004-3643
HOME: 954-924-6800 CONT: 754-224-6382
BUS: 954-924-3741 CELL: 754-224-6382

SERVICE ADVISOR: 997715 MARK L RUFFU

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
WHITE	05	FORD F-250	1FTSF20P65BB72320	502	109664/109664	T910	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11MAR05	DE21DEC04	11MAR2010	17:00 14SEP15	711	118.50	CHG	14SEP15

R.O. OPENED	READY	OPTIONS:	ENG:6.0 LITER 2)12
14:06 09SEP15	17:57 14SEP15		

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUST STS ENGINE RUNS ROUGH WANTS TO STALL OUT AND NO POWER
CAUSE: FAILED INJ'S, AND LEAKING COMPRESSION WASHER
DIESEL DIESEL ENGINE REPAIR
997018 CF 950.00 950.00
3 4C3Z*9E527*BRM REMAN NOZZLE ASY 307.69 231.25 693.75
3 EMR REMAN FREIGHT CHG 1.00 1.00 3.00
5 3C3Z*9229*AA KIT - "O" RING 6.13 4.60 23.00
PARTS: 716.75 LABOR: 950.00 OTHER: 3.00 TOTAL LINE A: 1669.75

109664 ROAD TEST TO VERIFY CONCERN. ENGINE RUNS ROUGH AT ALL TIMES.
GETS WORSE AFTER DRIVING A WHILE. FUEL PRESSURE 68 PSI. DOES NOT DROP
WHEN MONITORING UNDER LOAD AND ENGINE FALTERS FOUND CYL 1-2 AND 6
DROPPING OUT. NECESSARY TO R&R ALL INJECTORS TO INSPECT FOR COMPRESSION
LEAKS. R&R BOTH ROCKER COVERS AND REMOVE TAGGED FAILED INJECTOR'S AND
REPLACE. REMOVE ALL OTHER INJECTOR'S AND FOUND ON CYL 8 INJECTOR
COMPRESSION GAS HAS PASSED COMPRESSION WASHER. RE-RING INJECTORS AND
REPLACE INJ'S IN CYL 1-2-6 AND 8. CLEAR CODES AND RETEST. ROAD TEST
VEHICLE, NORMAL OPERATION AT THIS TIME.

B CUST STS A/C NOT BLOWING REAL COLD
NC NO CHARGE THIS LINE
997192 INC (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
109664 SEE LINE D

C FREE MULTI-POINT INSPECTION WAS PERFORMED ON YOUR VEHICLE
99P FREE MULTI-POINT INSPECTION WAS PERFORMED ON
YOUR VEHICLE
997018 INC (N/C)
GBATT Battery condition is good (N/C)
997018 INC (N/C)
GBK BRAKE LININGS ARE OK AT THIS TIME (N/C)
997018 INC (N/C)
GTIRE TIRE TREADS AND WEAR ARE OK AT THIS TIME (N/C)
997018 INC (N/C)

<p>The State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state [F.S.403.718] and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state [F.S.403.7185]</p>	Motor Vehicle Repair Shop Licenses	DESCRIPTION	TOTALS
	State of Florida # MV-01833	LABOR AMOUNT	
	Broward County # AR-0148	PARTS AMOUNT	
	Body Shop A83	GAS, OIL, LUBE	
	Customer Email:	SUBLET AMOUNT	
	CUSTOMER'S SIGNATURE	MISC. CHARGES	
		TOTAL CHARGES	
		LESS INSURANCE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

NOTICE TO CUSTOMER:
PLEASE READ THIS
IMPORTANT INFORMATION

CUSTOMER COPY

METHOD OF PAYMENT

CASH CHECK MSTR CARD AMEX VISA

"You" and "your" refer to the customer(s) to whom this invoice is issued. "We" and "us" refer to the dealership/motor vehicle repair shop identified on the face of this invoice and its employees, agents, successors, assigns, shareholders and directors.

Part descriptions containing REMAN indicate factory remanufactured parts.

DISCLAIMER OF WARRANTY: The only warranties applying to parts or labor are those offered by the manufacturer, if any. The applicability of any manufacturer's warranty, if any, shall be determined solely by such manufacturer's warranty. We hereby expressly disclaim all warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and we neither assume nor authorize any other person to assume for us any liability in connection with the sale of the parts or service. You shall not be entitled to recover from us any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income or any other incidental damages.

I hereby acknowledge (i) receiving notification of, and authorizing and approving, all parts, labor, costs and fees described in this invoice prior to the work being done, (ii) inspecting, authorizing, approving and receiving in satisfactory condition the parts, labor and vehicle described in this invoice, (iii) receiving in satisfactory condition all accessories and personal belongings in the vehicle while it was in your possession, and (iv) receiving a copy of this invoice and reading and understanding all terms; and I hereby waive and release you from any claim or liability on account of the foregoing matters.

CUSTOMER #: 4015
 UNIT# 502

153921
 INVOICE

PLANTATION FORD 

707 N. State Road 7 · Plantation, FL 33317
 Service: (954) 797-3740
 Parts: (954) 797-3750
 service@plantationford.com
 parts@plantationford.com
 www.plantationford.com

CITY OF DANIA BEACH
 100 W DANIA BEACH BLVD
 DANIA, FL 33004-3643
 HOME: 954-924-6800 CONT: 754-224-6382
 BUS: 954-924-3741 CELL: 754-224-6382

PAGE 2

SERVICE ADVISOR: 997715 MARK L RUFFU

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG		
WHITE	05	FORD F-250	1FTSF20P65EB72320	502	109664/109664	T910		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	
11MAR05	DD21DEC04	11MAR2010	17:00	14SEP15	711	118.50	CHG	14SEP15
R.O. OPENED		READY	OPTIONS: ENG:6.0 LITER 2)12					
14:06		09SEP15	17:57		14SEP15			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00
109664	GREEN	GREEN	GREEN				

D** DIAG A/C, REPL EVAP, ACCUM & ORIFICE. EVAC & RECH (44 OZ). REGAP CLUTCH TO PROPER SPEC

AC AIR CONDITIONG/HEATING DIAGNOSIS AND/OR REPAIR

997192	CF				550.00	550.00	
1	4C3Z*19860*AB	CORE - AIR CONDITIONING EVAPOR	215.25	195.87	195.87		
1	6C3Z*19C836*B	ACCUMULATOR ASY - AIR CONDITIO	83.72	58.60	58.60		
1	FSUZ*19D990*AB	RESTRICTOR	8.76	5.48	5.48		
44	YN*19*	REFRIGERANT - R-134A	0.32	0.32	14.08		
PARTS:	274.03	LABOR:	550.00	OTHER:	0.00	TOTAL LINE D:	824.03
109664	DIAG A/C SYS, REPL EVAP, ACCUM & ORIFICE, REGAP CLUTCH, EVAC & RECH.						

E** ENGINE RUNNING ROUGH, NEEDS INJ 1-2 AND 6 REPLACED. REMOVE AND INSPECT ALL OTHERS, RE-RING AND INSTALL, REPEAT TESTS.

NC NO CHARGE THIS LINE

997018	INC					(N/C)	
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE E:	0.00
109664	SEE LINE A						

PAT
 SEP 15 2015

402-35-02-535-4670

DESCRIPTION	TOTALS
	LABOR AMOUNT
PARTS AMOUNT	990.78
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	3.00
TOTAL CHARGES	2493.78
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	2493.78

The State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state [F.S.403.718] and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state [F.S.403.7185]

Motor Vehicle Repair Shop Licenses
 State of Florida # MV-01833
 Broward County # AR-0148
 Body Shop AB3

Customer Email:

CUSTOMER'S SIGNATURE

NOTICE TO CUSTOMER:
PLEASE READ THIS
IMPORTANT INFORMATION

CUSTOMER COPY

METHOD OF PAYMENT

CASH CHECK MSTR CARD AMEX VISA

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Part descriptions containing REMAN indicate factory remanufactured parts.

DISCLAIMER OF WARRANTY: The only warranties applying to parts or labor are those offered by the manufacturer, if any. The applicability of any manufacturer's warranty, if any, shall be determined solely by such manufacturer's warranty. We hereby expressly disclaim all warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and we neither assume nor authorize any other person to assume for us any liability in connection with the sale of the parts or service. You shall not be entitled to recover from us any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income or any other incidental damages.

I hereby acknowledge (i) receiving notification of, and authorizing and approving, all parts, labor, costs and fees described in this invoice prior to the work being done, (ii) inspecting, authorizing, approving and receiving in satisfactory condition the parts, labor and vehicle described in this invoice, (iii) receiving in satisfactory condition all accessories and personal belongings in the vehicle while it was in your possession, and (iv) receiving a copy of this invoice and reading and understanding all terms; and I hereby waive and release you from any claim or liability on account of the foregoing matters.

CUSTOMER #: 4015
UNIT# 502

154068

PLANTATION FORD 

707 N. State Road 7 - Plantation, FL 33317
Service: (954) 797-3740
Parts: (954) 797-3750
service@plantationford.com
parts@plantationford.com
www.plantationford.com

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA, FL 33004-3643
HOME: 954-924-6800 CONT: 754-224-6382
BUS: 954-924-3741 CELL: 754-224-6382

INVOICE

PAGE 1

SERVICE ADVISOR: 997715 MARK L RUFFU

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
WHITE	05	FORD F-250	1FTSP20P65EB72320	502	109664/109664	T910	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11MAR05	DD21DEC04	11MAR2010	17:00 16SEP15	711	118.50	CHG	15SEP15
R.O. OPENED		READY	OPTIONS: ENG:6.0 LITER 2 12				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A PART ONLY REFER TO ROW 153921							
PART PART ONLY							
	999	CP				0.00	0.00
	1	4C3Z*9E527*BRM	REMAN	NOZZLE ASY	307.69	231.25	231.25
	1	EMR	REMAN	FREIGHT CHG	1.00	1.00	1.00
PARTS:	231.25	LABOR:	0.00	OTHER:	1.00	TOTAL LINE A:	232.25

402-35-02-535-4670

PLANTATION FORD
707 N. STATE ROAD 7
PLANTATION, FL 33317
954-797-3740

Sale
VISA-PURCH **Darren's P-Card**

SEP 15 2015
BY: VISA

Thru 09/15/15
rev 09/15/15
[F.S. In. # 80000004 Appr Code: 814504
Amount: \$ 232.25
Tax: \$ 7.00
Total: \$ 239.25

Motor Vehicle Repair Shop Licenses
State of Florida # MV-01833
Broward County # AR-0148
Body Shop A83

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	231.25
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	1.00
TOTAL CHARGES	232.25
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	232.25

NOTICE TO CUSTOMER:
PLEASE READ THIS
IMPORTANT INFORMATION

CUSTOMER COPY

METHOD OF PAYMENT
 CASH CHECK MSTR CARD AMEX VISA

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I hereby acknowledge (i) receiving notification of, and authorizing and approving, all parts, labor, costs and fees described in this invoice prior to the work being done, (ii) inspecting, authorizing, approving and receiving in satisfactory condition the parts, labor and vehicle described in this invoice, (iii) receiving in satisfactory condition all accessories and personal belongings in the vehicle while it was in your possession, and (iv) receiving a copy of this invoice and reading and understanding all terms; and I hereby waive and release you from any claim or liability on account of the foregoing matters.

PLANTATION FORD
707 N STATE ROAD 7
PLANTATION, FL 33317
954-797-3781

Approved for Payment By: **153921**

PLANTATION FORD

707 N. State Road 7 · Plantation, FL 33317
Service: (954) 797-3740
Parts: (954) 797-3750
service@plantationford.com
parts@plantationford.com
www.plantationford.com

Merchant ID: 481878784
Card ID: 8216

INVOICE

PAGE 2

Sale

T: 754-224-6382
L: 754-224-6382 SERVICE ADVISOR: 997715 MARK L RUFFU

ISA-PURCH Jose's P-Card
XXXXXXXXXX2400
Entry Method: Swiped
Approved: Online Batch#: 000001
9/15/15 09:40:06
Auth: 4816
Auth: 00000005 Appr Code: 056339

MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
-250	1FTSF20P65EB72320	502	109664/109664	T910

R. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
AR2010	17:00	14SEP15	711	118.50	CHG 14SEP15

ADY: OPTIONS: ENG:6.0 LITER 2)12
L4SEP15

DR	AMOUNT	OTHER	TOTAL LINE C
DR:	0.00	OTHER: 0.00	TOTAL LINE C: 0.00

Amount: \$ 2,493.78
Tax: \$ 0.00
Total: \$ 2,493.78

Customer Copy
THANK YOU FOR VISITING

153921

DESCRIPTION	LIST	NET	TOTAL
REEN			
ACCUM & ORIFICE.EVAC & RECH(44 OZ). REGAP CLUTCH			
HEATING DIAGNOSIS AND/OR REPAIR			
AB CORE - AIR CONDITIONING EVAPOR	215.25	195.87	195.87
AB ACCUMULATOR ASY - AIR CONDITIO	83.72	58.60	58.60
AB RESTRICTOR	8.76	5.48	5.48
IGERANT - R-134A	0.32	0.32	14.08
DR: 550.00 OTHER: 0.00			TOTAL LINE D: 824.03
REP EVAP, ACCUM & ORIFICE, REGAP CLUTCH, EVAC &			

** ENGINE RUNNING ROUGH, NEEDS INJ 1-2 AND 6 REPLACED. REMOVE AND INSPECT ALL OTHERS, RE-RING AND INSTALL, REPEAT TESTS.
NC NO CHARGE THIS LINE

DR	AMOUNT	OTHER	TOTAL LINE E
DR:	0.00	OTHER: 0.00	TOTAL LINE E: 0.00

DATE
SEP 15 2015

BY: *VISA* 402-35-02-535-4670

The State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state [F.S.403.718] and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state [F.S.403.7185]

DESCRIPTION	TOTALS
Motor Vehicle Repair Shop Licenses	
State of Florida # MV-01833	
Broward County # AR-0148	
Body Shop AB3	
LABOR AMOUNT	1500.00
PARTS AMOUNT	990.78
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MSC. CHARGES	3.00
TOTAL CHARGES	2493.78
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	2493.78

NOTICE TO CUSTOMER: CUSTOMER COPY METHOD OF PAYMENT
 CASH CHECK MSTR CARD AMEX VISA

OIG 19-009-M

EXHIBIT 7

SWANSON HOUSE



Jose Luis

AAA ASSASSIN ENTERPRISES

03/05/2019

9702 CHERRY BLOSSOM CT
BOYNTON BEACH, FL 33437
9542266335

Item 1	\$1,800.00
Subtotal	\$1,800.00
Tax	\$0.00

\$ 1,800.00

PAYMENT ID: G2NF4NGT8H0JE
Cashier: Richard J Pellegrini

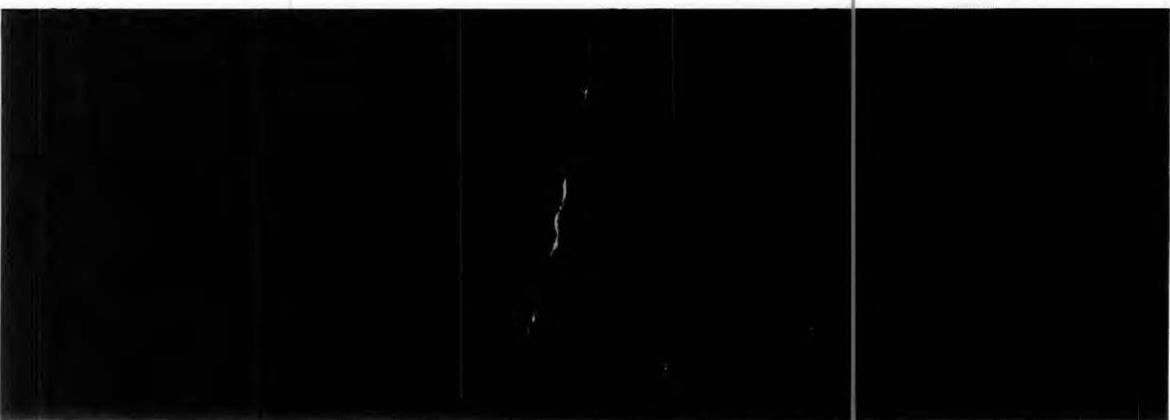
GL# 001-72-01-572-52-20

Hide Details

Card: Visa 7212

February 12, 2019, 8:49 AM
Method: KEYET
Authorization Code: 070385
Authorizing Network: VISA
CVM SIGNATURE VERIFIED

DATE	VISA
February 12, 2019	7212
8:49 am	



OIG 19-009-M

EXHIBIT 8

From: [Urtecho, Jose](mailto:Urtecho_Jose)
To: labraveone@yahoo.com
Subject: Fwd: Message from "RNP00267395DAFE"
Date: Tuesday, March 26, 2019 1:19:05 PM
Attachments: [20190326121500054.pdf](#)
[ATT00001.htm](#)

Jose Urtecho
Utilities manager
City of Dania Beach
Offices 954-924-6800 ext 4736
Cell. 954-651-5039
Jurtecho@danial eachfl.gov

Begin forwarded message:

From: <psricoh@daniabeachfl.gov>
Date: March 26, 2019 at 12:15:00 PM EDT
To: Jose <jurtecho@ci.dania-beach.fl.us>
Subject: Message from "RNP00267395DAFE"

This E-mail was sent from "RNP00267395DAFE" (MP C4503).

Scan Date: 03.26.2019 12:14:59 (-0400)
Queries to: psricoh@daniabeachfl.gov



INVOICE

STATE CERTIFIED, LICENSED AND INSURED

AAA ASSASSIN ENTERPRISES, LLC
P.O Box 1507
DANIA FLORIDA 33004
(954) 226-6335

TERMITE • RODENTS • PESTS
Moisture & Wood Decay Control

DATE	DESCRIPTION	BALANCE	AMOUNT
------	-------------	---------	--------

Time Arrived _____

Time Departed _____

Technician _____

Status/Completion:

Thank you for your business!



INVOICE #108

STATE CERTIFIED, LICENSED AND INSURED

**AAA ASSASSIN ENTERPRISES, LLC
P.O Box 1507
DANIA FLORIDA 33004
(954) 226-6335**

TERMITE * RODENTS * PESTS

Molsture & Wood Decay Control

City of Dania Beach Billing Dept

100 W Dania Bch Blvd, Dania Bch FL. 33004

DATE	DESCRIPTION	BALANCE	AMOUNT
2/05/2019	Public Services Bldg 1201 Stirling Rd- Monthly Pest Control		\$55
2/05/2019	Water Plant 1201 Stirling Rd - Monthly Pest Control		\$55
2/05/2019	SW Community Center 230 SW 12 Ave - Monthly Pest Control		\$45
2/05/2019	CW Thomas Park 100 NW 8 Ave - Monthly Pest Control		\$45
2/05/2019	Nyburg Swanson House 102 W Dania Bch Blvd - Monthly Pest Control		\$45
2/05/2019	IT Parker Community Center 901 NE 3 St - Monthly Pest Control		\$45
2/05/2019	Dania Beach Pier 85 North Beach Rd - Monthly Pest Control		\$45
2/05/2019	City Hall 100 W Dania Bch Blvd - Monthly Pest Control		\$65
2/05/2019	City Hall 100 W Dania Bch Blvd - Monthly Rodent Control		\$45
2/05/2019	Frost Park 300 NE 2 Street - Monthly Pest Control		\$45
2/05/2019	PJ Mell Community Center 2901 SW 52 St - Monthly Pest Control		\$45
2/05/2019	Doggie Dive Dock Park Ravenswood Road- Monthly Pest Control		\$75
2/05/2019	Precious Paws Dog Park 2901 SW 52 Street - Monthly Pest Control		\$75
			Total \$685

Time Arrived _____

Time Departed _____

Technician Rick P

Status/Completion:

Thank you for your business!

108

OIG 19-009-M

EXHIBIT 9

From: [lori brave](#)
To: [Jose Urtecho](#)
Subject: Invoice
Date: Monday, April 1, 2019 9:55:44 AM
Attachments: [AAA AssassionYearly Rodent Invoice City of Dania Beach.docx](#)

Here you go.

Lori A. Urtecho

Have a nice day! 



STATE CERTIFIED, LICENSED AND INSURED

AAA ASSASSIN ENTERPRISES, LLC
P.O Box 1807
DANIA FLORIDA 33004
(954) 226-6335

Invoice: February 28, 2019

TERMITE

RODENTS

PESTS

Rodent Control Guaranteed for 1 year from the date of this Invoice

City of Dania Beach
100 West Dania Beach Blvd
Dania Beach, FL 33004

Attention: Billing Department

DESCRIPTION

AMOUNT

Public Services Bldg - Monthly Pest Control
Water Plant - Monthly Pest Control
SW Community Center – Monthly Pest Control
CW Thomas Park – Monthly Pest Control
Nybury Swanson House – Monthly Pest Control
IT Parker Community Center – Monthly Pest Control
Dania Beach Pier- Monthly Pest Control
Frost Park- Monthly Pest Control
PJ Meil Community Center – Monthly Pest Control
Doggie Dive Dock Park – Monthly Pest Control
Precious Paws Dog Park –Monthly Pest Control

TOTAL Amount Due: \$1800.00

Time Arrived _____

Time Departed _____

Technician Rick P

Status/Completion:

THANK YOU FOR YOU BUSINESS!

OIG 19-009-M

EXHIBIT 10

9

101(1) (10/6/18) [X-tra]



Invoice #101 STATEMENT

STATE CERTIFIED, LICENSED AND INSURED

AAA ASSASSIN ENTERPRISES, LLC
P.O. Box 1587
Dania, Florida 33004
(954) 226-6335

Termites • Rodents • Pests
Moisture & Wood Decay Control

City of Dania

DATE	DESCRIPTION	BALANCE	AMOUNT
10-6-18	Re-bait all empty Rodent Boxes @ All Facilities		Material \$ 500.00 Labor N/C

Joseph
10/10/2018

time arrived: _____

time departed: _____

technician: Rick

status/completion: _____

Rick Kelly

Thank you for your business!

10-6-18

001-39-02-339-46-40

Invoice Date: 10/06/19
per PBC System data.

OIG 19-009-M

EXHIBIT 11

From: [Urtecho, Jose](#)
To: [Johnson, Antoine](#)
Subject: Fwd: Invoice
Date: Thursday, April 4, 2019 1:50:21 PM
Attachments: [AAA AssassionYearly Rodent Invoice City of Dania Beach.docx](#)
[ATT00001.htm](#)

Good morning Antoine I think this is what Tania is looking for regarding invoice for the amount of \$1800 let me know if you need anything else thank you

Jose Urtecho
Utilities manager
City of Dania Beach
Offices 954-924-6800 ext 4736
Cell. 954-651-5039
Jurtecho@danial [eachfl.gov](mailto:jurtecho@ci.dania-beach.fl.us)

Begin forwarded message:

From: lori brave <labraveone@yahoo.com>
Date: April 1, 2019 at 9:55:36 AM EDT
To: Jose Urtecho <jurtecho@ci.dania-beach.fl.us>
Subject: Invoice

Here you go.

Lori A. Urtecho
Have a nice day! 



STATE CERTIFIED, LICENSED AND INSURED

AAA ASSASSIN ENTERPRISES, LLC
P.O Box 1807
DANIA FLORIDA 33004
(954) 226-6335

Invoice: February 28, 2019

TERMITE

RODENTS

PESTS

Rodent Control Guaranteed for 1 year from the date of this Invoice

City of Dania Beach
100 West Dania Beach Blvd
Dania Beach, FL 33004

Attention: Billing Department

DESCRIPTION

AMOUNT

Public Services Bldg - Monthly Pest Control
Water Plant - Monthly Pest Control
SW Community Center – Monthly Pest Control
CW Thomas Park – Monthly Pest Control
Nybury Swanson House – Monthly Pest Control
IT Parker Community Center – Monthly Pest Control
Dania Beach Pier- Monthly Pest Control
Frost Park- Monthly Pest Control
PJ Meil Community Center – Monthly Pest Control
Doggie Dive Dock Park – Monthly Pest Control
Precious Paws Dog Park –Monthly Pest Control

TOTAL Amount Due: \$1800.00

Time Arrived _____

Time Departed _____

Technician Rick P

Status/Completion:

THANK YOU FOR YOU BUSINESS!

OIG 19-009-M

EXHIBIT 12



PERSONNEL STATUS CHANGE FORM

CITY OF DANIA BEACH

RECEIVED

JUN 14 2019

BY:

Employee No. 711	Employee Name (Last, First) URTECHO, JOSE	Submission Date 6/11/2019	Effective Date 6/1/2019
----------------------------	---	-------------------------------------	-----------------------------------

REASON FOR ACTION (Check all that apply.)

<input type="checkbox"/> New Hire	<input type="checkbox"/> Change in Employee Information	<input type="checkbox"/> Promotion	<input type="checkbox"/> Merit Increase _____	<input type="checkbox"/> DROP Enrollment
<input checked="" type="checkbox"/> Termination		<input type="checkbox"/> Other _____	Comment _____	
Date of Hire _____				

EMPLOYEE INFORMATION

Address 5050 SW 29 AVENUE		City FT. LAUDERDALE	State FL	Zip 33312
Social Security No. [REDACTED]	Marital Status <input type="checkbox"/> Single <input checked="" type="checkbox"/> Married <input type="checkbox"/> Divorced		Date of Birth 01/12/1965	
Telephone No. 754-244-9805	Date Employee Eligible for Health Insurance (First day of the month following the date of employment): _____		Educational Incentive: _____	

APPOINTMENT/POSITION INFORMATION (Check one in each category.)

<input checked="" type="checkbox"/> Regular	<input checked="" type="checkbox"/> Full-time (40 or more hours)	<input checked="" type="checkbox"/> Classified	FLSA Status
<input type="checkbox"/> Temporary	<input type="checkbox"/> Part-time (Less than 40)/No. of Hours Scheduled per Week _____	<input type="checkbox"/> Non-classified	<input type="checkbox"/> Non-exempt
End Date _____	<input type="checkbox"/> Intermittent - Approximate No. of Hours per Week _____		<input checked="" type="checkbox"/> Exempt

SALARY INFORMATION

From	Job Title	Dept.	Salary Range/Class	Grade	Base Pay (Hourly)	w/Assign Pay* (Hourly)	Bi-Weekly Pay	Annual Salary
	2321 - Public Works & Utilities Manager	PS.ADM	FT REG	Grade 30	\$39,372.3		\$3,149.78	\$81,894.38
To	Job Title	Dept.	Salary Range/Class	Grade	Base Pay (Hourly)	w/Assign Pay* (Hourly)	Bi-Weekly Pay	Annual Salary
	_____	_____	_____	_____	_____	_____	_____	_____

LEAVE OF ABSENCE (Attach justification documentation.)

Reason <input type="checkbox"/> Medical <input type="checkbox"/> Family Medical Leave Act (FMLA) <input type="checkbox"/> Other _____	Dates: From _____ To _____	No of Days _____
---	----------------------------	------------------

SEPARATION (Attach documentation.)

<input type="checkbox"/> Retirement <input type="checkbox"/> Resignation <input type="checkbox"/> Discharge for Cause <input type="checkbox"/> Other _____	Eligible for rehire? <input type="checkbox"/> Yes <input type="checkbox"/> No
Last Day on Payroll: _____	Accrued Time Due: <input type="checkbox"/> Vacation: _____ <input type="checkbox"/> Sick _____ <input type="checkbox"/> Other (Explain) _____
<input type="checkbox"/> Hold Check <input type="checkbox"/> Mail Check	Address/City/ST/Zip: _____

AUTHORIZATION

Division Manager Signature/Date 6/11/19	Department Head Signature/Date 6/11/19
HR Department Entry Signature/Date 	HR Department Manager Signature/Date
Finance Department Signature/Date 6/17/19 TG	Asst. City Manager/ City Manager Signature/Date

Comments
EMPLOYEE TERMINATED EFFECTIVE 05/31/19 PER CM LETTER TO MR URTECHO. NO ACCURALS TO BE PAID OUT.

Copy to: Department Employee Finance Personnel File



City of Dania Beach

City Manager's Office

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

May 31, 2019

Jose Urtecho
5050 SW 29 Avenue
FT. Lauderdale, Florida 33312

RE: Notice of Dismissal

Dear Mr. Urtecho,

Be advised that your employment with the City is being terminated for cause effective 5:00 p.m. on Friday May 31, 2019. Review of Information on your office computer revealed documents and communications that violate City rules of conduct including the City's computer, email/internet use policies, and the City's ethics code. While I understand the same matters remain under review by an outside agency I have determined that immediate dismissal from City employment is the appropriate administrative action as your conduct reflects misuse of City resources, extreme errors in judgment, and call into question the level of integrity expected of you as a long term Manager, City employee and public servant.

I offered you an alternative means of separation from the City which would have preserved your right to payout of accrued leave time. To enhance that offer I added three months of health insurance and the opportunity for you to continue working for the City in a consulting role on an hourly rate basis. You did not accept that offer. As this dismissal is for cause, you will not receive payout for accrued sick and vacation time which has a value of \$36,561.00, the extended health insurance, nor the ability to perform consulting services, all of which was included in the rejected Separation Agreement.

By separate letter you will be advised of your post-employment benefit options. If you remain in possession of City property, please contact Paula Morrell, HR and Risk Management Director to arrange for delivery of that property. Also contact Ms. Morrell if you have personal property at the City that you want to recover. You are instructed not to reenter the non-public areas of City facilities for any purpose without my written or verbal approval.

Sincerely,

Ana M. Garcia, ICMA-CM
City Manager

Cc: James Cherof, Attorney
Michael Braverman, Attorney

OIG 19-009-M

EXHIBIT 13

ATTACHMENT # 2

From: Gary Sage <gary@forevergonepestcontrol.com>
Sent: Tuesday, October 29, 2019 3:13 PM
To: Carpinteri, Paul A. (MM) (FBI)
Subject: Fw: Forever Gone Pest Control Contract

Thank you,

Gary Sage
Cell (954) 816 - 6992
Gary@forevergonepestcontrol.com

From: Johnson, Antoine <ajohnson@daniabeachfl.gov>
Sent: Thursday, August 9, 2018 10:11 AM
To: Gary Sage
Subject: RE: Forever Gone Pest Control Contract

Hi Gary,

Thank you. I will send to our Finance Department and upper management for approval.
Keep you posted.

Thanks again,



Antoine Johnson
Office Manager | City of Dania Beach
ajohnson@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL 33004
Phone: 954-924-6808 x3882 | Fax: 954-923-1109

DANIA BEACH
SEA IT LIVE IT LOVE IT

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

From: Gary Sage [mailto:gary@forevergonepestcontrol.com]
Sent: Thursday, August 09, 2018 10:01 AM
To: Johnson, Antoine
Cc: Gary Sage
Subject: Fw: Forever Gone Pest Control Contract

Thank you,

Gary Sage
Cell (954) 816 - 6992
Gary@forevergonepestcontrol.com

From: Gary Sage
Sent: Thursday, August 9, 2018 10:00 AM
To: ajohnson@daniabeachfl.gov
Cc: Gary Sage
Subject: Forever Gone Pest Control Contract

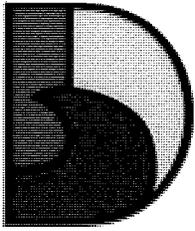
Hello, Attached is the Contract/Agreement with the extension and dates.
If you have any questions please feel free to call me.

Thank you,

Gary Sage
Cell (954) 816 - 6992
Gary@forevergonepestcontrol.com

OIG 19-009-M

EXHIBIT 14



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

RECEIVED
OCT 31 2018
BY:

MEMORANDUM

TO: Robert Baldwin, City Manager
Colin Donnelly, Assistant City Manager

THRU: Nicki Satterfield, Finance Director

FROM: Brad Kaine, Public Services Director *BK*
Jose Urtecho, Public Services & Utilities Manager

DATE: September 13, 2018

SUBJECT: Approval of Pest Control Services by AAA Assassin Enterprise, LLC

Public Services is requesting approval of an agreement with AAA Assassin Enterprise, LLC for pest control services for all City facilities as the contract with Forever Gone Pest Control expired March 31, 2018, with a temp extension through September 30, 2018. AAA Assassin will provide supplies, material, labor and equipment necessary. Funding will be appropriated from various departments' budgets from the FY 2018- 2019 budget.

Public Services received (3) quotes for pest control services with AAA Assassin Enterprise, LLC providing the lowest quote therefore; we are selecting them provide pest control services for the City.

Quotes are as follows:

1. AAA Assassin Enterprise, LLC -\$685 per month
2. Forever Gone Pest Control- \$748.00 per month
3. Planet Roofing Co. \$895.00 per month

Recommendation:

Public Services recommend approval of an agreement with AAA Assassin Enterprise, LLC for pest control services for \$648 per month.

Approval:

Nicki Satterfield, Finance Director

Robert Baldwin, City Manager

NOV 01 2018

BY: *[Signature]*

[Handwritten mark]



AAAAS-1

OP ID: RA

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Select Insurance Agency, Inc. 676A White Plains Rd. Scarsdale, NY 10583-5008 Glenn Dauberman	914-395-3131	CONTACT NAME: Jennifer Luisi	
		PHONE (A/C, No, Ext): 914-395-3131	FAX (A/C, No): 914-395-0200
		E-MAIL ADDRESS: certificates@selectagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Gemini Insurance Company	NAIC #: 10833
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED AAA Assassin Enterprises, LLC
9707 Cherry Blossom Ct.
Boyton Beach, FL 33437

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WDO GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LGL0005969-00 LGL0005969-00	01/05/2018 01/05/2018	01/05/2019 01/05/2019	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITYDAN City of Dania 100 W. Dania Beach Blvd Dania Beach, FL 33004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

AAA Assassin Enterprises, LLC
Post Office Box 1507
Dania Beach, Florida 33004
Telephone 954-226-6335

City of Dania Beach — Pest Control Proposal

Contractor shall perform pest control services and provide all of the supplies, materials, labor, and equipment necessary for the City of Dania Beach at the following locations.

1. Public Services Building 1201 Stirling Road, Dania Beach, FL 33004
 - Monthly pest control, interior sprays done every other month which includes all offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building done on the alternate months.
 - Cost per month \$55

2. Water Plant - 1201 Stirling Road, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building done on the alternate months.
 - Cost per month \$55

3. SW Community Center - 230 SW 12th Ave, Dania Beach, FL 33004
 - Bi-monthly spray (every other month) interior & exterior spray of building.
 - Cost every other month \$45

4. CW Thomas Park -100 NW 8th Ave, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all areas, offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building and around entrance ways and windows on alternate months.
 - Cost per month \$45

5. Nyburg Swanson House — 102 W. Dania Beach Blvd. Dania Beach, FL 33004
 - Monthly pest control interior & exterior spray of building.
 - Cost per month \$45

6. IT Parker Community Center — 901 NE 3rd Street, Dania Beach, FL 33004
 - Monthly pest control interior spray of kitchens, offices, restrooms, and common areas, Exterior spot spraying of entrance ways and around windows.
 - Cost per month \$45

7. Dania Beach Pier- 85 North Beach road, Dania Beach, FL 33004
Monthly interior spray of bait and tackle shop and tackle shop and restrooms.
Cost per month \$45
8. City Hall – 100 W. Dania Beach Blvd., Dania Beach, FL 33004
Monthly pest control interior spray of all offices, hallways, restrooms, break room, common areas and entrance ways.
Cost per month \$65
9. City Hall – 100 W. Dania Beach Blvd., Dania Beach, FL 33004
Rodent control: Inspect and treat rodent devices around city hall building monthly.
Cost per month \$45
10. Frost Park – 300 NE 2nd Street, Dania Beach, FL 33004
Monthly pest control, interior spray done every other month which includes all offices, kitchens, restrooms, and common areas.
Exterior perimeter spray of building and entrance ways and windows on alternate months.
Cost per month \$45
11. PJ Meli Community Center – 2901 SW 52nd Street, Dania Beach, FL 33004
Monthly pest control, interior spray done every other month which includes all common areas, offices, storage, kitchens and restroom.
Exterior perimeter spray of building and entrance ways and windows on alternate months.
Cost per month \$45
12. Doggie Dive Dock Park – Ravenswood Road, Dania Beach, FL 33004
Exterior spray of lawn and common areas at park for fleas and ticks. Need to stay 5 feet away from water when spraying.
Cost per month \$75
13. Percious Paws Dog Park – 2901 SW 52nd Street, Dania Beach, FL 33004
Exterior spray of lawn and shrubs, common areas, for fleas and ticks at park.
Cost per month \$75

Monthly fee for all locations listed above will be paid as compensation for the services provided by AAA Assassin Enterprises in the amount of \$685 per month.

Sign *Richard Pellegrini*

Date 8-24-18

Print Richard Pellegrini
owner / CEO

Richard Pellegrini
Effective 10/01/2018 - 10/01/2019

Approval: *[Signature]*
CITY MANAGER, ROBERT BALDWIN





STATE LICENSE NUMBER: JB190138

1985 NW 55TH Ave Margate, Fl 33063
www.ForeverGonePestControl.com
Phone: (954)972-2318

THIS AGREEMENT is made and entered into this day of MARCH 29, 2016
between the City of Dania Beach, Florida and Forever Gone Pest Control. Inc., a Florida
Corporation.

SERVICES. Contractor shall perform pest control services (the Services) and provide all
of the supplies, materials, labor, and equipment necessary therefore as set forth in this
agreement for the City of Dania Beach at the following locations.

1. Public Services Building 1201 Stirling Rd. Dania Beach, FL. 33004
 - a) Monthly Pest control, interior spraying done every other month which includes all
offices, kitchen, restrooms, storage, and common areas.
 - b) Exterior perimeter spray of building done on the alternate months.
 - c) Monthly Cost - One Hundred Dollars (\$100.00)
2. Water Plant 1201 Stirling Rd. Dania Beach, FL. 33004
 - a) Monthly Pest control, interior spray done every other month which includes all
offices, kitchen, restrooms, storage, and common areas.
 - b) Exterior perimeter spray of building done on the alternate months.

- c) Monthly Cost - Forty Dollars (\$40.00)
3. SW Community Center 230 SW 12th Ave. Dania Beach, 33004.
 - a) Bi-Monthly Spray Interior & Exterior spray of building.
 - b) Monthly Cost - Twenty Three Dollars (\$23.00)
 4. C.W. Thomas Park 100 NW 8th Ave. Dania Beach, FL. 33004
 - a) Monthly Pest Control, Interior spray done every other month. Will include all areas, Offices, kitchen, restrooms, storage, and common areas.
 - b) Exterior perimeter spray of building and around Entrance ways and windows on alternate months. Inspect and treat rodent devices on the property.
 - c) Monthly Cost - Forty Dollars (\$40.00)
 5. Nyberg-Swanson House 102 W. Dania Beach Blvd. Dania Beach, FL. 33004
 - a) Monthly Pest Control Interior & Exterior spray of Building. Inspect and treat rodent devices on the property.
 - b) Monthly Cost - Forty Eight Dollars (\$48.00)
 6. IT Parker Community Center 901 NE 3rd St. Dania Beach, FL. 33004
 - a) Monthly Pest Control Interior Spray of Kitchen, Office, Restrooms, and Common areas. Exterior spot spraying of entrance ways and around windows.
 - b) Monthly Cost - Forty Dollars (\$40.00)
 7. Dania Beach Pier 85 North Beach Rd. Dania Beach, FL. 33004
 - a) Monthly Interior Spray of Bait and Tackle Shop and Restrooms.
 - b) Monthly Cost - Thirty Five Dollars (\$35.00)
 8. City Hall 100 W. Dania Beach Blvd. Dania Beach, FL. 33004
 - a) Monthly Pest Control Interior Spray of all offices, hallways, restrooms, break

room, common areas and Entrance ways.

b) Monthly Cost -Ninety Dollars (\$90.00)

9. City Hall 100 W. Dania Beach Blvd. Dania Beach FL. 33004

a) Rodent Control: Inspect and Treat Rodent Devices around City Hall Building monthly monitoring with a consumption report attached to invoice. This will give an idea of where the most activity is coming from.

b) Monthly Cost - Seventy Two Dollars (\$72.00)

10. Frost Park 300 NE 2nd St. Dania Beach, FL. 33004

a) Monthly Pest Control, Interior spray done every other month. Will include all Offices, Kitchen, Restrooms, and Common Areas.

b) Exterior perimeter spray of building and around Entrance ways and windows on alternate months.

c) Monthly Cost - Forty Dollars (\$40.00)

11. PJ Meli Community Center 2901 SW 52nd St. Fort Lauderdale, FL.

a) Monthly Pest Control, Interior spray done every other month which includes all Common Areas, Office, Storage, Kitchen, and Restrooms.

b) Exterior perimeter spray of building and Entrance ways and windows on alternate months.

c) Monthly Cost -Forty Dollars (\$40.00)

12. Doggie Dive Dock Park Ravenswood Ave. Dania Beach FL. 33004

a) Exterior Spray of Lawn and Common Areas at Park For Fleas and Ticks. Need to stay 5 Feet away from water when spraying.

b) Monthly Cost -Sixty Dollars (\$60.00)

13. Precious Paws Dog Park 2901 SW 52nd St. Fort Lauderdale, FL.

- a) Exterior Spray of Lawn and Shrubs, common areas, For Fleas and Ticks at Park.
- b) Monthly Cost One Hundred Twenty Dollars (\$120.00)

Contractor agrees as follows in connection with the performance of the services:

1. Contractor, in performing the services, shall comply with all applicable laws, codes, and regulations, and shall meet all OSHA safety standards.
2. Contractor acknowledges and agrees that it has fully examined all areas for which it is responsible to provide the services and that contractor accepts such areas "AS IS" in their present condition.
3. Contractor agrees to use only EPA approved pesticide products. All products will be applied in accordance to the product label.

TERM. The term of this Agreement shall commence this day of April 1, 2016 and shall continue for a term ending two (2) year thereafter, till March 31, 2018.

FEE. The City of Dania Beach agrees to pay Forever Gone Pest Control as compensation for the services, the fees stipulated in this agreement, upon receipt of invoice. The monthly fee for all locations is: Seven Hundred Forty Eight Dollars (\$748.00). The City agrees that all outstanding balances due in excess of thirty (30) days will be assessed interest at two per cent (2%) per month on the unpaid balance.

NOTICES. All notices required or desired to be given under this agreement shall be in writing and shall be deemed given.

MISCELLANEOUS. This Agreement shall be construed and governed in accordance with the laws of the State of Florida, both substantive and remedial; In the event of any litigation between the parties under this Agreement (i) the parties shall and hereby submit to the jurisdiction of the State and Federal Courts of the State of Florida, (ii) venue shall be laid in Broward County, Florida and (iii) the prevailing party shall be entitled to reasonable attorneys' fees and court costs at both the trial and appellate level;

THIS AGREEMENT INCLUDES insect control for the following insects. Ants, Cockroaches, Crickets, Spiders, Stored Product Pests, Silverfish, and Moths. This Agreement does not cover Bed Bugs, and Carpenter ants. They can be done at a separate charge.

The City will receive treatments on a scheduled day the City and Forever Gone Pest Control Agree upon.

The 2nd Tuesday of every month.

SERVICE GUARANTEE/DISCLAIMER: All services are guaranteed as long as the agreement is in effect. All non-emergency recalls will be serviced on the regular service date. Emergency services will be performed within 24 hours upon notification. Except Sundays and Holidays, which will be addressed next business day.

General Items: Contractor will join a City Official/Representative, if requested, on a site

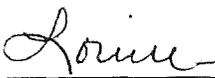
tour to discuss the progress and performance of this Agreement. The City may at times, request additional services to a Property. These requests will be carried out in an expedient and professional manner and any additional costs, if any, will be approved for each situation.

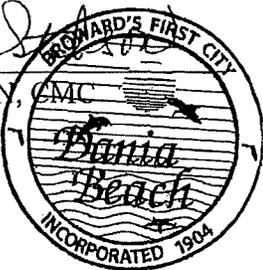
THIS AGREEMENT constitutes the entire understanding and agreement between the parties and may not be changed, altered, or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. THIS AGREEMENT shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement effective as of MARCH 29, 2016.

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

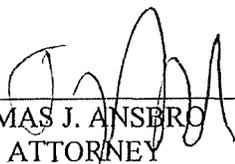

LOUISE STILSON, CMC
CITY CLERK

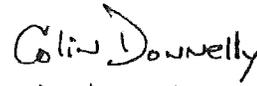



ROBERT BALDWIN
CITY MANAGER

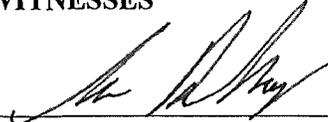
Dated: 3/29/2016

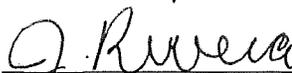
APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSERO
CITY ATTORNEY


Colin Donnelly
Asst. City Manager
Acting

WITNESSES


Signature
SHERIE Dunleavy
PRINT Name


Signature
Jacqueline Rivera
PRINT Name

FOREVER GONE PEST CONTROL, a
Florida corporation


Signature
Gary Sage Jr.
PRINT Name

CO - OWNER of Business
Title
3-25-16
Dated



Toll Free – 1 (888) 630 – BUGS (2847)

City of Dania Beach – Pest Control Proposal

Contractor shall perform pest control services and provide all of the supplies, materials, labor, and equipment necessary for the City of Dania Beach at the following locations.

1. Public Services Building - 1201 Stirling Road, Dania Beach, FL 33004
 - Monthly pest control, interior sprays done every other month which includes all offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building done on the alternate months.
 - Cost per month \$ 125.00 .

2. Water Plant - 1201 Stirling Road, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building done on the alternate months.
 - Cost per month \$ 50.00 .

3. SW Community Center – 230 SW 12th Ave, Dania Beach, FL 33004
 - Bi-monthly spray (every other month) interior & exterior spray of building.
 - Cost every other month \$ 45.00 .

4. CW Thomas Park – 100 NW 8th Ave, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all areas, offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building and around entrance ways and windows on alternate months.
 - Cost per month \$ 45.00 .

5. Nyburg Swanson House – 102 W. Dania Beach Blvd. Dania Beach, FL 33004
 - Monthly pest control interior & exterior spray of building.
 - Cost per month \$ 45.00 .

6. IT Parker Community Center – 901 NE 3rd Street, Dania Beach, FL 33004
 - Monthly pest control interior spray of kitchens, offices, offices, restrooms, and common areas. Exterior spot spraying of entrance ways and around windows.
 - Cost per month \$ 45.00 .

7. Dania Beach Pier – 85 North Beach Road, Dania Beach, FL 33004
 - Monthly interior spray of bait and tackle shop and restrooms.
 - Cost per month \$ 45.00.

8. City Hall – 100 W. Dania Beach Blvd. Dania Beach, FL 33004
 - Monthly pest control interior spray of all offices, hallways, restrooms, break room, common areas and entrance ways.
 - Cost per month \$ 90.00.

9. City Hall – 100 W. Dania Beach Blvd. Dania Beach, FL 33004
 - Rodent control: Inspect and treat rodent devices around city hall building monthly.
 - Cost per month \$ 90.00.

10. Frost Park – 300 NE 2nd Street, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all offices, kitchens, restrooms, and common areas.
 - Exterior perimeter spray of building and entrance ways and windows on alternate months.
 - Cost per month \$ 45.00.

11. PJ Meli Community Center – 2901 SW 52nd Street, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all common areas, offices, storage, kitchens, and restrooms.
 - Exterior perimeter spray of building and entrance ways and windows on alternate months.
 - Cost per month \$ 45.00.

12. Doggie Dive Dock Park – Ravenswood Road, Dania Beach, FL 33004
 - Exterior spray of lawn and common areas at park for fleas and ticks. Need to stay 5 feet away from water when spraying.
 - Cost per month \$ 75.00.

13. Percious Paws Dog Park – 2901 SW 52nd Street, Dania Beach, FL 33004
 - Exterior spray of lawn and shrubs, common areas, for fleas and ticks at park.
 - Cost per month \$ 150.00.

Monthly fee for all locations listed above will be paid as compensation for the services provided by Price Termite and Pest Control in the amount of: \$ 895.00 per month.

Sign _____

Date _____

Print _____

OIG 19-009-M

EXHIBIT 15



STATE LICENSE NUMBER: JB190138

1985 NW 55TH Ave Margate, Fl 33063
www.ForeverGonePestControl.com
Phone: (954)972-2318

THIS AGREEMENT is made and entered into this day of MARCH 29, 2016
between the City of Dania Beach, Florida and Forever Gone Pest Control. Inc., a Florida
Corporation.

SERVICES. Contractor shall perform pest control services (the Services) and provide all
of the supplies, materials, labor, and equipment necessary therefore as set forth in this
agreement for the City of Dania Beach at the following locations.

1. Public Services Building 1201 Stirling Rd. Dania Beach, FL. 33004
 - a) Monthly Pest control, interior spraying done every other month which includes all
offices, kitchen, restrooms, storage, and common areas.
 - b) Exterior perimeter spray of building done on the alternate months.
 - c) Monthly Cost - One Hundred Dollars (\$100.00)
2. Water Plant 1201 Stirling Rd. Dania Beach, FL. 33004
 - a) Monthly Pest control, interior spray done every other month which includes all
offices, kitchen, restrooms, storage, and common areas.
 - b) Exterior perimeter spray of building done on the alternate months.

- c) Monthly Cost - Forty Dollars (\$40.00)
3. SW Community Center 230 SW 12th Ave. Dania Beach, 33004.
 - a) Bi-Monthly Spray Interior & Exterior spray of building.
 - b) Monthly Cost - Twenty Three Dollars (\$23.00)
 4. C.W. Thomas Park 100 NW 8th Ave. Dania Beach, FL. 33004
 - a) Monthly Pest Control, Interior spray done every other month. Will include all areas, Offices, kitchen, restrooms, storage, and common areas.
 - b) Exterior perimeter spray of building and around Entrance ways and windows on alternate months. Inspect and treat rodent devices on the property.
 - c) Monthly Cost - Forty Dollars (\$40.00)
 5. Nyberg-Swanson House 102 W. Dania Beach Blvd. Dania Beach, FL. 33004
 - a) Monthly Pest Control Interior & Exterior spray of Building. Inspect and treat rodent devices on the property.
 - b) Monthly Cost - Forty Eight Dollars (\$48.00)
 6. IT Parker Community Center 901 NE 3rd St. Dania Beach, FL. 33004
 - a) Monthly Pest Control Interior Spray of Kitchen, Office, Restrooms, and Common areas. Exterior spot spraying of entrance ways and around windows.
 - b) Monthly Cost - Forty Dollars (\$40.00)
 7. Dania Beach Pier 85 North Beach Rd. Dania Beach, FL. 33004
 - a) Monthly Interior Spray of Bait and Tackle Shop and Restrooms.
 - b) Monthly Cost - Thirty Five Dollars (\$35.00)
 8. City Hall 100 W. Dania Beach Blvd. Dania Beach, FL. 33004
 - a) Monthly Pest Control Interior Spray of all offices, hallways, restrooms, break

room, common areas and Entrance ways.

b) Monthly Cost -Ninety Dollars (\$90.00)

9. City Hall 100 W. Dania Beach Blvd. Dania Beach FL. 33004

a) Rodent Control: Inspect and Treat Rodent Devices around City Hall Building monthly monitoring with a consumption report attached to invoice. This will give an idea of where the most activity is coming from.

b) Monthly Cost - Seventy Two Dollars (\$72.00)

10. Frost Park 300 NE 2nd St. Dania Beach, FL. 33004

a) Monthly Pest Control, Interior spray done every other month. Will include all Offices, Kitchen, Restrooms, and Common Areas.

b) Exterior perimeter spray of building and around Entrance ways and windows on alternate months.

c) Monthly Cost - Forty Dollars (\$40.00)

11. PJ Meli Community Center 2901 SW 52nd St. Fort Lauderdale, FL.

a) Monthly Pest Control, Interior spray done every other month which includes all Common Areas, Office, Storage, Kitchen, and Restrooms.

b) Exterior perimeter spray of building and Entrance ways and windows on alternate months.

c) Monthly Cost -Forty Dollars (\$40.00)

12. Doggie Dive Dock Park Ravenswood Ave. Dania Beach FL. 33004

a) Exterior Spray of Lawn and Common Areas at Park For Fleas and Ticks. Need to stay 5 Feet away from water when spraying.

b) Monthly Cost -Sixty Dollars (\$60.00)

13. Precious Paws Dog Park 2901 SW 52nd St. Fort Lauderdale, FL.

- a) Exterior Spray of Lawn and Shrubs, common areas, For Fleas and Ticks at Park.
- b) Monthly Cost One Hundred Twenty Dollars (\$120.00)

Contractor agrees as follows in connection with the performance of the services:

1. Contractor, in performing the services, shall comply with all applicable laws, codes, and regulations, and shall meet all OSHA safety standards.
2. Contractor acknowledges and agrees that it has fully examined all areas for which it is responsible to provide the services and that contractor accepts such areas "AS IS" in their present condition.
3. Contractor agrees to use only EPA approved pesticide products. All products will be applied in accordance to the product label.

TERM. The term of this Agreement shall commence this day of April 1, 2016 and shall continue for a term ending two (2) year thereafter, till March 31, 2018.

FEE. The City of Dania Beach agrees to pay Forever Gone Pest Control as compensation for the services, the fees stipulated in this agreement, upon receipt of invoice. The monthly fee for all locations is: Seven Hundred Forty Eight Dollars (\$748.00). The City agrees that all outstanding balances due in excess of thirty (30) days will be assessed interest at two per cent (2%) per month on the unpaid balance.

NOTICES. All notices required or desired to be given under this agreement shall be in writing and shall be deemed given.

MISCELLANEOUS. This Agreement shall be construed and governed in accordance with the laws of the State of Florida, both substantive and remedial; In the event of any litigation between the parties under this Agreement (i) the parties shall and hereby submit to the jurisdiction of the State and Federal Courts of the State of Florida, (ii) venue shall be laid in Broward County, Florida and (iii) the prevailing party shall be entitled to reasonable attorneys' fees and court costs at both the trial and appellate level;

THIS AGREEMENT INCLUDES insect control for the following insects. Ants, Cockroaches, Crickets, Spiders, Stored Product Pests, Silverfish, and Moths. This Agreement does not cover Bed Bugs, and Carpenter ants. They can be done at a separate charge.

The City will receive treatments on a scheduled day the City and Forever Gone Pest Control Agree upon.

The 2nd Tuesday of every month.

SERVICE GUARANTEE/DISCLAIMER: All services are guaranteed as long as the agreement is in effect. All non-emergency recalls will be serviced on the regular service date. Emergency services will be performed within 24 hours upon notification. Except Sundays and Holidays, which will be addressed next business day.

General Items: Contractor will join a City Official/Representative, if requested, on a site

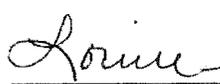
tour to discuss the progress and performance of this Agreement. The City may at times, request additional services to a Property. These requests will be carried out in an expedient and professional manner and any additional costs, if any, will be approved for each situation.

THIS AGREEMENT constitutes the entire understanding and agreement between the parties and may not be changed, altered, or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. THIS AGREEMENT shall be binding upon the parties hereto and their respective successors and assigns.

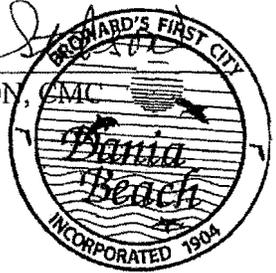
IN WITNESS OF THE FOREGOING, the parties have executed this Agreement effective as of MARCH 29, 2016.

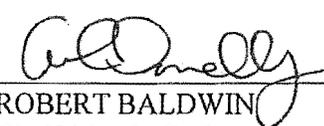
ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation



LOUISE STILSON, CMC
CITY CLERK

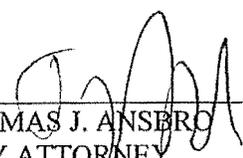




ROBERT BALDWIN
CITY MANAGER

Dated: 3/29/2016

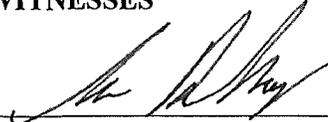
APPROVED AS TO FORM AND CORRECTNESS:

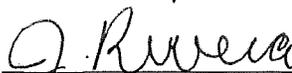


THOMAS J. ANSERO
CITY ATTORNEY


Colin Donnelly
Asst. City Manager
Acting

WITNESSES


Signature
SHERIE Dunleavy
PRINT Name


Signature
Jacqueline Rivera
PRINT Name

FOREVER GONE PEST CONTROL, a
Florida corporation


Signature
Gary Sage Jr.
PRINT Name

CO - OWNER of Business
Title
3-25-16
Dated

OIG 19-009-M

EXHIBIT 16



Toll Free – 1 (888) 630 – BUGS (2847)

City of Dania Beach – Pest Control Proposal

Contractor shall perform pest control services and provide all of the supplies, materials, labor, and equipment necessary for the City of Dania Beach at the following locations.

1. Public Services Building - 1201 Stirling Road, Dania Beach, FL 33004
 - Monthly pest control, interior sprays done every other month which includes all offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building done on the alternate months.
 - Cost per month \$ 125.00 .

2. Water Plant - 1201 Stirling Road, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building done on the alternate months.
 - Cost per month \$ 50.00 .

3. SW Community Center – 230 SW 12th Ave, Dania Beach, FL 33004
 - Bi-monthly spray (every other month) interior & exterior spray of building.
 - Cost every other month \$ 45.00 .

4. CW Thomas Park – 100 NW 8th Ave, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all areas, offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building and around entrance ways and windows on alternate months.
 - Cost per month \$ 45.00 .

5. Nyburg Swanson House – 102 W. Dania Beach Blvd. Dania Beach, FL 33004
 - Monthly pest control interior & exterior spray of building.
 - Cost per month \$ 45.00 .

6. IT Parker Community Center – 901 NE 3rd Street, Dania Beach, FL 33004
 - Monthly pest control interior spray of kitchens, offices, offices, restrooms, and common areas. Exterior spot spraying of entrance ways and around windows.
 - Cost per month \$ 45.00 .

7. Dania Beach Pier – 85 North Beach Road, Dania Beach, FL 33004
 - Monthly interior spray of bait and tackle shop and restrooms.
 - Cost per month \$ 45.00.

8. City Hall – 100 W. Dania Beach Blvd. Dania Beach, FL 33004
 - Monthly pest control interior spray of all offices, hallways, restrooms, break room, common areas and entrance ways.
 - Cost per month \$ 90.00.

9. City Hall – 100 W. Dania Beach Blvd. Dania Beach, FL 33004
 - Rodent control: Inspect and treat rodent devices around city hall building monthly.
 - Cost per month \$ 90.00.

10. Frost Park – 300 NE 2nd Street, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all offices, kitchens, restrooms, and common areas.
 - Exterior perimeter spray of building and entrance ways and windows on alternate months.
 - Cost per month \$ 45.00.

11. PJ Meli Community Center – 2901 SW 52nd Street, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all common areas, offices, storage, kitchens, and restrooms.
 - Exterior perimeter spray of building and entrance ways and windows on alternate months.
 - Cost per month \$ 45.00.

12. Doggie Dive Dock Park – Ravenswood Road, Dania Beach, FL 33004
 - Exterior spray of lawn and common areas at park for fleas and ticks. Need to stay 5 feet away from water when spraying.
 - Cost per month \$ 75.00.

13. Percious Paws Dog Park – 2901 SW 52nd Street, Dania Beach, FL 33004
 - Exterior spray of lawn and shrubs, common areas, for fleas and ticks at park.
 - Cost per month \$ 150.00.

Monthly fee for all locations listed above will be paid as compensation for the services provided by Price Termite and Pest Control in the amount of: \$ 895.00 per month.

Sign _____

Date _____

Print _____

OIG 19-009-M

EXHIBIT 17

From: [Rick Pellegrini](#)
To: [Urtecho, Jose](#)
Subject: Re: FW: Message from "RNP00267395DAFE"
Date: Thursday, August 9, 2018 3:52:18 PM
Attachments: [20180809_154753.png](#)
[Screenshot_20180809-154710.png](#)

Pest control proposal

On Fri, Aug 3, 2018, 4:15 PM Urtecho, Jose <jurtecho@daniabeachfl.gov> wrote:

-----Original Message-----

From: psricoh@daniabeachfl.gov [mailto:psricoh@daniabeachfl.gov]
Sent: Friday, August 03, 2018 4:02 PM
To: Urtecho, Jose
Subject: Message from "RNP00267395DAFE"

This E-mail was sent from "RNP00267395DAFE" (MP C4503).

Scan Date: 08.03.2018 16:02:29 (-0400)
Queries to: psricoh@daniabeachfl.gov

AAA Assassin Enterprises, LLC
Post Office Box 1507
Dania Beach, Florida 33004
Telephone 954-226-6335

City of Dania Beach — Pest Control Proposal

Contractor shall perform pest control services and provide all of the supplies, materials, labor, and equipment necessary for the City of Dania Beach at the following locations.

1. Public Services Building 1201 Stirling Road, Dania Beach, FL 33004
 - Monthly pest control, interior sprays done every other month which includes all offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building done on the alternate months.Cost per month \$55

2. Water Plant - 1201 Stirling Road, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building done on the alternate months.Cost per month \$55

3. SW Community Center - 230 SW 12th Ave, Dania Beach, FL 33004
 - Bi-monthly spray (every other month) interior & exterior spray of building.Cost every other month \$45

4. CW Thomas Park -100 NW 8th Ave, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all areas, offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building and around entrance ways and windows on alternate months.Cost per month \$45

5. Nyburg Swanson House — 102 W. Dania Beach Blvd. Dania Beach, FL 33004
 - Monthly pest control interior & exterior spray of building.Cost per month \$45

6. IT Parker Community Center — 901 NE 3rd Street, Dania Beach, FL 33004
 - Monthly pest control interior spray of kitchens, offices, offices, restrooms, and common areas, Exterior spot spraying of entrance ways and around windows. .Cost per month \$45

7. Dania Beach Pier- 85 North Beach road, Dania Beach, FL 33004
Monthly interior spray of bait and tackle shop and tackle shop and restrooms.
Cost per month \$45

8. City Hall – 100 W. Dania Beach Blvd., Dania Beach, FL 33004
Monthly pest control interior spray of all offices, hallways, restrooms, break room, common areas and entrance ways.
Cost per month \$65

9. City Hall – 100 W. Dania Beach Blvd., Dania Beach, FL 33004
Rodent control: Inspect and treat rodent devices around city hall building monthly.
Cost per month \$45

10. Frost Park – 300 NE 2nd Street, Dania Beach, FL 33004
Monthly pest control, interior spray done every other month which includes all offices, kitchens, restrooms, and common areas.
Exterior perimeter spray of building and entrance ways and windows on alternate months.
Cost per month \$45

11. PJ Meli Community Center – 2901 SW 52nd Street, Dania Beach, FL 33004
Monthly pest control, interior spray done every other month which includes all common areas, offices, storage, kitchens and restroom.
Exterior perimeter spray of building and entrance ways and windows on alternate months.
Cost per month \$45

12. Doggie Dive Dock Park – Ravenswood Road, Dania Beach, FL 33004
Exterior spray of lawn and common areas at park for fleas and ticks. Need to stay 5 feet away from water when spraying.
Cost per month \$75

13. Percious Paws Dog Park – 2901 SW 52nd Street, Dania Beach, FL 33004
Exterior spray of lawn and shrubs, common areas, for fleas and ticks at park.
Cost per month \$75

Monthly fee for all locations listed above will be paid as compensation for the services provided by AAA Assassin Enterprises in the amount of \$685 per month.

Sign _____

Date _____

Print _____

OIG 19-009-M

EXHIBIT 18

[REDACTED]

From: Urtecho, Jose <jurtecho@daniabeachfl.gov>
Sent: Friday, August 3, 2018 4:15 PM
To: info@aaa-assassinpestcontrol.com
Subject: FW: Message from "RNP00267395DAFE"
Attachments: 20180803160229209.pdf

-----Original Message-----

From: psricoh@daniabeachfl.gov [mailto:psricoh@daniabeachfl.gov]
Sent: Friday, August 03, 2018 4:02 PM
To: Urtecho, Jose
Subject: Message from "RNP00267395DAFE"

This E-mail was sent from "RNP00267395DAFE" (MP C4503).

Scan Date: 08.03.2018 16:02:29 (-0400)
Queries to: psricoh@daniabeachfl.gov

City of Dania Beach – Pest Control Proposal

Contractor shall perform pest control services and provide all of the supplies, materials, labor, and equipment necessary for the City of Dania Beach at the following locations.

1. Public Services Building - 1201 Stirling Road, Dania Beach, FL 33004
 - Monthly pest control, interior sprays done every other month which includes all offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building done on the alternate months.
 - Cost per month

2. Water Plant - 1201 Stirling Road, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building done on the alternate months.
 - Cost per month

3. SW Community Center – 230 SW 12th Ave, Dania Beach, FL 33004
 - Bi-monthly spray (every other month) interior & exterior spray of building.
 - Cost every other month \$

4. CW Thomas Park – 100 NW 8th Ave, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all areas, offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building and around entrance ways and windows on alternate months.
 - Cost per month \$__

5. Nyburg Swanson House – 102 W. Dania Beach Blvd. Dania Beach, FL 33004
 - Monthly pest control interior & exterior spray of building.
 - Cost per month \$_____

6. IT Parker Community Center – 901 NE 3rd Street, Dania Beach, FL 33004
 - Monthly pest control interior spray of kitchens, offices, offices, restrooms, and common areas. Exterior spot spraying of entrance ways and around windows.
 - Cost per month \$_____

7. Dania Beach Pier – 85 North Beach Road, Dania Beach, FL 33004
 - Monthly interior spray of bait and tackle shop and restrooms.
 - Cost per month \$_____

8. City Hall – 100 W. Dania Beach Blvd. Dania Beach, FL 33004
 - Monthly pest control interior spray of all offices, hallways, restrooms, break room, common areas and entrance ways.
 - Cost per month \$_____.

9. City Hall – 100 W. Dania Beach Blvd. Dania Beach, FL 33004
 - Rodent control: Inspect and treat rodent devices around city hall building monthly.
 - Cost per month \$_____.

10. Frost Park – 300 NE 2nd Street, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all offices, kitchens, restrooms, and common areas.
 - Exterior perimeter spray of building and entrance ways and windows on alternate months.
 - Cost per month \$_____.

11. PJ Meli Community Center – 2901 SW 52nd Street, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all common areas, offices, storage, kitchens, and restrooms.
 - Exterior perimeter spray of building and entrance ways and windows on alternate months.
 - Cost per month \$_____.

12. Doggie Dive Dock Park – Ravenswood Road, Dania Beach, FL 33004
 - Exterior spray of lawn and common areas at park for fleas and ticks. Need to stay 5 feet away from water when spraying.
 - Cost per month \$_____.

13. Percious Paws Dog Park – 2901 SW 52nd Street, Dania Beach, FL 33004
 - Exterior spray of lawn and shrubs, common areas, for fleas and ticks at park.
 - Cost per month \$_____.

Monthly fee for all locations listed above will be paid as compensation for the services provided by Price Termite and Pest Control in the amount of: _____ per month.

Sign _____

Date _____

Print _____

OIG 19-009-M

EXHIBIT 19

AAA Assassin Enterprises, LLC
Post Office Box 1507
Dania Beach, Florida 33004
Telephone 954-226-6335

City of Dania Beach — Pest Control Proposal

Contractor shall perform pest control services and provide all of the supplies, materials, labor, and equipment necessary for the City of Dania Beach at the following locations.

1. Public Services Building 1201 Stirling Road, Dania Beach, FL 33004
 - Monthly pest control, interior sprays done every other month which includes all offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building done on the alternate months.
 - Cost per month \$55

2. Water Plant - 1201 Stirling Road, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building done on the alternate months.
 - Cost per month \$55

3. SW Community Center - 230 SW 12th Ave, Dania Beach, FL 33004
 - Bi-monthly spray (every other month) interior & exterior spray of building.
 - Cost every other month \$45

4. CW Thomas Park -100 NW 8th Ave, Dania Beach, FL 33004
 - Monthly pest control, interior spray done every other month which includes all areas, offices, kitchens, restrooms, storage, and common areas.
 - Exterior perimeter spray of building and around entrance ways and windows on alternate months.
 - Cost per month \$45

5. Nyburg Swanson House — 102 W. Dania Beach Blvd. Dania Beach, FL 33004
 - Monthly pest control interior & exterior spray of building.
 - Cost per month \$45

6. IT Parker Community Center — 901 NE 3rd Street, Dania Beach, FL 33004
 - Monthly pest control interior spray of kitchens, offices, restrooms, and common areas, Exterior spot spraying of entrance ways and around windows.
 - Cost per month \$45

7. Dania Beach Pier- 85 North Beach road, Dania Beach, FL 33004
Monthly interior spray of bait and tackle shop and tackle shop and restrooms.
Cost per month \$45
8. City Hall – 100 W. Dania Beach Blvd., Dania Beach, FL 33004
Monthly pest control interior spray of all offices, hallways, restrooms, break room, common areas and entrance ways.
Cost per month \$65
9. City Hall – 100 W. Dania Beach Blvd., Dania Beach, FL 33004
Rodent control: Inspect and treat rodent devices around city hall building monthly.
Cost per month \$45
10. Frost Park – 300 NE 2nd Street, Dania Beach, FL 33004
Monthly pest control, interior spray done every other month which includes all offices, kitchens, restrooms, and common areas.
Exterior perimeter spray of building and entrance ways and windows on alternate months.
Cost per month \$45
11. PJ Meli Community Center – 2901 SW 52nd Street, Dania Beach, FL 33004
Monthly pest control, interior spray done every other month which includes all common areas, offices, storage, kitchens and restroom.
Exterior perimeter spray of building and entrance ways and windows on alternate months.
Cost per month \$45
12. Doggie Dive Dock Park – Ravenswood Road, Dania Beach, FL 33004
Exterior spray of lawn and common areas at park for fleas and ticks. Need to stay 5 feet away from water when spraying.
Cost per month \$75
13. Percious Paws Dog Park – 2901 SW 52nd Street, Dania Beach, FL 33004
Exterior spray of lawn and shrubs, common areas, for fleas and ticks at park.
Cost per month \$75

Monthly fee for all locations listed above will be paid as compensation for the services provided by AAA Assassin Enterprises in the amount of \$685 per month.

Sign *Richard Pellegrini*

Date 8-24-18

Print Richard Pellegrini
owner / CEO

Richard Pellegrini
Effective 10/01/2018 - 10/01/2019

Approval: *[Signature]*
CITY MANAGER, ROBERT BALDWIN



OIG 19-009-M

EXHIBIT 20

E# 0000125

ANNUALLY RENEWABLE LIMITED WARRANTY AGREEMENT

Purchaser City of Dania, hereinafter designated as Purchaser, whose
Mailing Address is 100 W. Dania Bch Blvd
City Dania State: FL ZIP: 33004
Phone Number Jose 954-651-5039

The following structures, and only the following structures located on the aforesaid property shall be covered by the LIMITED WARRANTY AGREEMENT set forth herein:
service address is: 102 W. Dania Bch Blvd
City Dania State: FL ZIP: 33004

This LIMITED WARRANTY AGREEMENT, entered into this 25 day of August 20 18

Wherein **AAA ASSASSIN ENTERPRISES, LLC** agrees to treat the above-mentioned property for the following Wood Infesting Organisms known as: Drywood Termites
Timber / Termidor Treatment

Approved for Payment by
[Signature]
9/6/2018

(Subterranean Termite Treatments exclude Formosan Termites)

Treatment to be performed is (check one) Corrective Presumptive Preventive.
Location of treatment sticker Water Heater

AAA ASSASSIN ENTERPRISES, LLC agrees to treat the above-mentioned property for the sum Five hundred Fifty Dollars (\$ 950.00 payable in the following manner paid with

AAA ASSASSIN ENTERPRISES, LLC agrees to renew this LIMITED WARRANTY AGREEMENT annually on the above mentioned property for an additional FOUR YEAR period upon payment of a yearly fee in the amount of \$ 125.00 with the yearly fee being due one year from the above date. Fee is subject to 10% increase per year.

2 years Renewal
Visa

AAA ASSASSIN ENTERPRISES, LLC will at its discretion, transfer this LIMITED WARRANTY AGREEMENT to a new owner for a fee of One Hundred Dollars.

Purchaser agrees to pay **AAA ASSASSIN ENTERPRISES, LLC** the full amount of the contract price in the event they cancel this LIMITED WARRANTY AGREEMENT after the work has been started:
Start Date/Time 8-25-18 10 AM/PM

You, the buyer, may cancel this transaction within 3 business days of the above date. To cancel this transaction, you must notify the company at the above address by cable or registered mail. However, if it is to the mutual benefit of both parties to commence any of this work before the 3rd business day, the 3 day right of recession is waived.

AAA ASSASSIN ENTERPRISES, LLC agrees to make additional inspections and provide re-treatments as deemed necessary, at no additional charge, for control of above mentioned Organisms, as long as this LIMITED WARRANTY AGREEMENT is in force.

AAA ASSASSIN ENTERPRISES, LLC does not, however, agree to replacing damaged property, either at the time of execution of this agreement, or at any time in the future.

Purchaser agrees to notify **AAA ASSASSIN ENTERPRISES, LLC** of any structural changes, modifications or additions in the above mentioned property prior to construction; to include such modifications as garages, porches or steps, etc., but not limited thereto, failure of which will relieve **AAA ASSASSIN ENTERPRISES, LLC** of any and all liability.

If wood to earth contact, moisture or structural conditions which are conducive to Subterranean Termites are found to exist or any portion(s) of the above-mentioned property is inaccessible for proper treatment procedures, **AAA ASSASSIN ENTERPRISES, LLC** shall be relieved of any and all liability.

The Purchaser agrees to pay all attorney fees and costs incurred by **AAA ASSASSIN ENTERPRISES, LLC** as the result of any and all legal proceedings undertaken to collect monies due from Purchaser or otherwise insure Purchaser's compliance with the provisions hereof.

THERE ARE NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, OTHER THAN THE LIMITED WARRANTY AGREEMENT SET FORTH ABOVE.

IN WITNESS WHEREOF, the parties hereto have subscribed their hands the day and year first written above.

I, Jose Intecio have read and completely (print name) understand all terms and conditions set out, and agree to release **AAA ASSASSIN ENTERPRISES, LLC** of any and all obligations upon my failure to comply with any of these conditions **AAA ASSASSIN ENTERPRISES, LLC**

[Signature]
Purchaser or Authorized Agent

Rick Pellegrini
(Agent to approval by Manager)



Invoice # 001

STATEMENT

STATE CERTIFIED, LICENSED AND INSURED

AAA ASSASSIN ENTERPRISES, LLC
P.O. Box 1667
Dania Florida 33004
(954) 226-4335

Termites • Rodents • Pests
Moisture & Wood Decay Control

City of Dania
100 W. Dania Beach Blvd
DANIA, FL 33004

DATE	DESCRIPTION	BALANCE	AMOUNT
8-25-18	Drywood Termite Treatment For City of Dania Fire Rescue Offices		\$ 950.00

Paid
VISA

time arrived: 10 AM
technician: Rick

time departed: 12:45 pm
status/completion:

Thank you for your business!

OIG 19-009-M

EXHIBIT 21

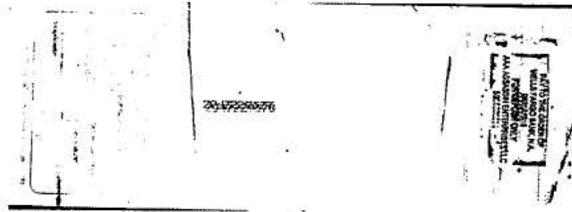
Image Details

Date	Sequence Number	Account Number	Amount	Serial Number
11/09/2018	77121641	100016092 [REDACTED]	\$500.00	151379

Front Image



Back Image



Print

OIG 19-009-M

EXHIBIT 22



INVOICE #101

STATE CERTIFIED, LICENSED AND INSURED

AAA ASSASSIN ENTERPRISES, LLC
P.O Box 1507
DANIA FLORIDA 33004
(954) 226-8335

TERMITE * RODENTS * PESTS

Moisture & Wood Decay Control

City of Dania Beach Billing Dept _____

100 W Dania Bch Blvd, Dania Bch FL. 33004

DATE	DESCRIPTION	BALANCE	AMOUNT
10/09/2018	City Hall- Exterminating		\$500

GL# 001-18-00-519-46-40

Jose V. V. V.
CITY HALL

Time Arrived _____

Time Departed _____

Technician Rick P

Status/Completion:

Thank you for your business!

#101

PAID WITH VISA

OIG 19-009-M

EXHIBIT 23



Carpinteri, Paul A. (MM) (FBI)

From: Rick Pellegrini <rickyd8805@gmail.com>
Sent: Thursday, October 18, 2018 9:16 AM
To: Urtecho, Jose
Attachments: mock.jpg

FIRM PRODUCTION | ANDREW



INVOICE

STATE CERTIFIED, LICENSED AND INSURED

AAA ASSASSIN ENTERPRISES, LLC
P.O Box 1507
DANIA FLORIDA 33004
(954) 226-6335

TERMITE * RODENTS * PESTS
Moisture & Wood Decay Control

DATE	DESCRIPTION	BALANCE	AMOUNT
------	-------------	---------	--------

Time Arrived _____

Time Departed _____

Technician _____

Status/Completion:

Thank you for your business!

PLEASE CAREFULLY REVIEW ARTWORK FOR ERRORS INCLUDING GRAMMAR ETC. IT IS THE CUSTOMER'S RESPONSIBILITY TO PROVIDE APPROVAL PRIOR TO THE PRINTING PROCESS. ALL CORRECTIONS MUST BE SUBMITTED VIA EMAIL OR CONTACT US AT 754-226-6335. APPROVAL IS GIVEN BY EMAIL, PRODUCTION WILL BEGIN AND NO MORE CHANGES CAN BE MADE. IF THERE ARE ANY CHANGES AFTER THE PRINTING PROCESS FIRM PRODUCTION WILL NOT BE HELD RESPONSIBLE TO FIX THOSE ERRORS. THE COST OF CORRECTIONS MUST BE PAID IN FULL IF THE CUSTOMER WISHES TO PROCEED.

OIG 19-009-M

**COMPOSITE
EXHIBIT 24**

2a

104 (10/19/18)
(oct)



STATE CERTIFIED, LICENSED AND INSURED

AAA ASSASSIN ENTERPRISES, LLC
P.O Box 1507
DANIA FLORIDA 33004
(954) 226-6335

INVOICE #104

Invoice Date:
10/19/18 per PBC
system data

TERMITE • RODENTS • PESTS

Moisture & Wood Decay Control

City of Dania Beach Billing Dept

100 W Dania Bch Blvd, Dania Bch FL. 33004

DATE	DESCRIPTION	BALANCE	AMOUNT
10/19/2018	Public Services Bldg 1201 Stirling Rd- Monthly Pest Control		\$55
10/19/2018	Water Plant 1201 Stirling Rd - Monthly Pest Control		\$55
10/19/2018	SW Community Center 230 SW 12 Ave - Monthly Pest Control		\$45
10/19/2018	CW Thomas Park 100 NW 8 Ave - Monthly Pest Control		\$45
10/19/2018	Nyburg Swanson House 102 W Dania Bch Blvd - Monthly Pest Control		\$45
10/19/2018	IT Parker Community Center 901 NE 3 St - Monthly Pest Control		\$45
10/19/2018	Dania Beach Pier 85 North Beach Rd - Monthly Pest Control		\$45
10/19/2018	City Hall 100 W Dania Bch Blvd - Monthly Pest Control		\$65
10/19/2018	City Hall 100 W Dania Bch Blvd - Monthly Rodent Control		\$45
10/19/2018	Frost Park 300 NE 2 Street - Monthly Pest Control		\$45
10/19/2018	PJ Meil Community Center 2901 SW 52 St - Monthly Pest Control		\$45
10/19/2018	Doggie Dive Dock Park Ravenswood Road- Monthly Pest Control		\$75
10/19/2018	Precious Paws Dog Park 2901 SW 52 Street - Monthly Pest Control		\$75
			Total \$685

***Upon inspection of all city parks and facilities it is my recommendation due to findings of rodent feces that all locations be treated and rodent boxes maintained on a quarterly basis.

Time Arrived _____

Time Departed _____

Technician Rick P

Status/Completion:

Thank you for your business!

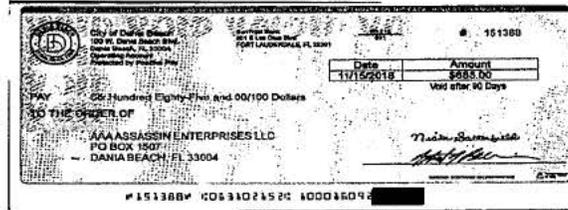
104

Approved for Payment/Exp
[Signature]
11/14/2018

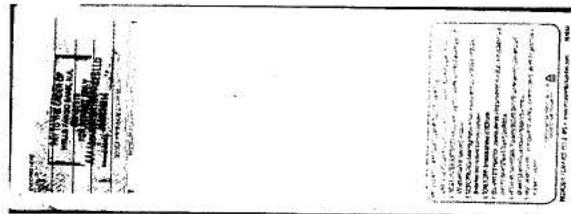
Image Details

Date	Sequence Number	Account Number	Amount	Serial Number
11/16/2018	74062409	100016092 [REDACTED]	\$685.00	151388

Front Image



Back Image



Print

104

From: Romie Del Prado <rdeljuju11@gmail.com>
Date: October 22, 2018 at 3:02:05 PM EDT
To: Info@aaa-assassinpestcontrol.com
Subject: Invoice for City of Dania Beach

Please see attached as requested.

From: Romie Del Prado <rdeljuju11@gmail.com>

Date: October 22, 2018 at 3:11:24 PM EDT

To: Info@aaa-assassinpestcontrol.com

Subject: Invoice for City of Dania Beach

104

From: Rick Pellegrini <rickyd8805@gmail.com>
Sent: Tuesday, October 23, 2018 7:34 AM
To: Urtecho, Jose
Subject: Invoice.pdf
Attachments: Invoice.pdf

Invoice for monthly pest control for city of Dania beach (13 facilities as per contract)

3

105 (11/5/18)
[New]



STATE CERTIFIED, LICENSED AND INSURED

AAA ASSASSIN ENTERPRISES, LLC
P.O. Box 1507
DANIA FLORIDA 33004
(954) 226-6335

INVOICE #105

Invoice Date:
11/05/18 per PBC
System Data

TERMITE * RODENTS * PESTS

Moisture & Wood Decay Control

City of Dania Beach Billing Dept

100 W Dania Bch Blvd, Dania Bch FL. 33004

DATE	DESCRIPTION	BALANCE	AMOUNT
11/05/2018	Public Services Bldg 1201 Stirling Rd - Monthly Pest Control		\$55
11/05/2018	Water Plant 1201 Stirling Rd - Monthly Pest Control		\$55
11/05/2018	SW Community Center 230 SW 12 Ave - Monthly Pest Control		\$45
11/05/2018	CW Thomas Park 100 NW 8 Ave - Monthly Pest Control		\$45
11/05/2018	Nyburg Swanson House 102 W Dania Bch Blvd - Monthly Pest Control		\$45
11/05/2018	IT Parker Community Center 901 NE 3 St - Monthly Pest Control		\$45
11/05/2018	Dania Beach Pier 85 North Beach Rd - Monthly Pest Control		\$45
11/05/2018	City Hall 100 W Dania Bch Blvd - Monthly Pest Control		\$65
11/05/2018	City Hall 100 W Dania Bch Blvd - Monthly Rodent Control		\$45
11/05/2018	Frost Park 300 NE 2 Street - Monthly Pest Control		\$45
11/05/2018	PJ Mell Community Center 2901 SW 52 St - Monthly Pest Control		\$45
11/05/2018	Doggie Dive Dock Park Ravenswood Road - Monthly Pest Control		\$75
11/05/2018	Precious Paws Dog Park 2901 SW 52 Street - Monthly Pest Control		\$75
			Total \$665

Approved for Payment By:

[Signature]
11/14/2018

Time Arrived _____

Time Departed _____

Technician Rick P

Status/Completion:

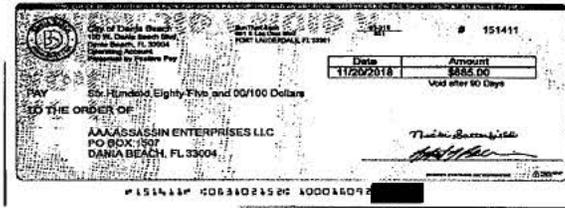
Thank you for your business!

105

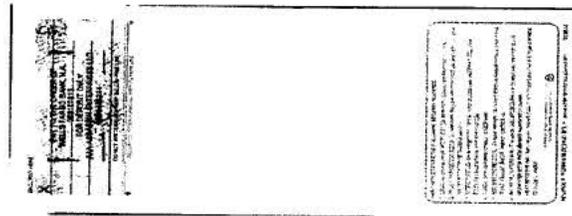
Image Details

Date	Sequence Number	Account Number	Amount	Serial Number
11/21/2018	76155046	100016092 [REDACTED]	\$685.00	151411

Front Image



Back Image



Print

105

From: Rick Pellegrini <rickyd8805@gmail.com>
Date: November 5, 2018 at 1:32:14 PM EST
To: Romie Del Prado <rdeljuju11@gmail.com>
Cc: Info@aaa-assassinpestcontrol.com
Subject: Re: Invoice 105

Got it, thanks!

On Mon, Nov 5, 2018, 12:09 PM Romie Del Prado <rdeljuju11@gmail.com> wrote:
Please see attached invoice for November.

From: Rick Pellegrini <[rickyd8805@gmail.com](mailto:ricky8805@gmail.com)>
Sent: Monday, November 05, 2018 4:40 PM
To: Urtecho, Jose
Subject: Fwd: Invoice 105

Invoice for November

----- Forwarded message -----

From: **Romie Del Prado** <rdeljuju11@gmail.com>
Date: Mon, Nov 5, 2018, 12:09 PM
Subject: Invoice 105
To: <Info@aaa-assassinpestcontrol.com>

Please see attached invoice for November.

From: Rick Pellegrini <rickyd8805@gmail.com>
Sent: Monday, November 5, 2018 4:47 PM
To: Urtecho, Jose
Subject: Invoice 105
Attachments: Invoice.pdf

Invoice for November

4

106 (12/5/18)
[Dec]



STATE CERTIFIED, LICENSED AND INSURED

AAA ASSASSIN ENTERPRISES, LLC
P.O Box 1507
DANIA FLORIDA 33004
(954) 226-6335

INVOICE #106

Invoice Date:
12/05/18 per PBC
System Data

TERMITE * RODENTS * PESTS
Moisture & Wood Decay Control

City of Dania Beach Billing Dept

100 W Dania Bch Blvd, Dania Bch FL. 33004

DATE	DESCRIPTION	BALANCE	AMOUNT
12/05/2018	Public Services Bldg 1201 Stirling Rd- Monthly Pest Control		\$55
12/05/2018	Water Plant 1201 Stirling Rd - Monthly Pest Control		\$55
12/05/2018	SW Community Center 230 SW 12 Ave - Monthly Pest Control		\$45
12/05/2018	CW Thomas Park 100 NW 8 Ave - Monthly Pest Control		\$45
12/05/2018	Nyburg Swanson House 102 W Dania Bch Blvd - Monthly Pest Control		\$45
12/05/2018	IT Parker Community Center 901 NE 3 St - Monthly Pest Control		\$45
12/05/2018	Dania Beach Pier 85 North Beach Rd - Monthly Pest Control		\$45
12/05/2018	City Hall 100 W Dania Bch Blvd - Monthly Pest Control		\$65
12/05/2018	City Hall 100 W Dania Bch Blvd - Monthly Rodent Control		\$45
12/05/2018	Frost Park 300 NE 2 Street - Monthly Pest Control		\$45
12/05/2018	PJ Mell Community Center 2901 SW 52 St - Monthly Pest Control		\$45
12/05/2018	Doggie Dive Dock Park Ravenswood Road- Monthly Pest Control		\$75
12/05/2018	Precious Paws Dog Park 2901 SW 52 Street - Monthly Pest Control		\$75
			Total \$685

Time Arrived _____

Time Departed _____

Technician Rick P

Status/Completion:

Thank you for your business!

106

Approved for Payment By:
Josiah [Signature]
12-12-2018

106

From: Romie Del Prado <rdeljuju11@gmail.com>
Date: December 10, 2018 at 11:51:06 AM EST
To: Info@aaa-assassinpestcontrol.com
Subject: Invoice December

From: Rick Pellegrini <rickyd8805@gmail.com>
Sent: Tuesday, December 11, 2018 1:06 PM
To: Urtecho, Jose
Subject: Fwd: Invoice December
Attachments: Invoice3.pdf

----- Forwarded message -----

From: Romie Del Prado <rdeljujul@gmail.com>
Date: Mon, Dec 10, 2018, 11:51 AM
Subject: Invoice December
To: <Info@aaa-assassinpestcontrol.com>

5

107 (1/5/19)
[Jan]



STATE CERTIFIED, LICENSED AND INSURED

AAA ASSASSIN ENTERPRISES, LLC
P.O Box 1807
DANIA FLORIDA 33004
(954) 226-6335

INVOICE #107

Invoice Date:
01/05/19 per PBC
system data.

TERMITE • RODENTS • PESTS

Moisture & Wood Decay Control

City of Dania Beach Billing Dept

100 W Dania Bch Blvd, Dania Bch FL. 33004

DATE	DESCRIPTION	BALANCE	AMOUNT
1/05/2019	Public Services Bldg 1201 Stirling Rd- Monthly Pest Control		\$55
1/05/2019	Water Plant 1201 Stirling Rd - Monthly Pest Control		\$55
1/05/2019	SW Community Center 230 SW 12 Ave - Monthly Pest Control		\$45
1/05/2019	CW Thomas Park 100 NW 8 Ave - Monthly Pest Control		\$45
1/05/2019	Nyburg Swanson House 102 W Dania Bch Blvd - Monthly Pest Control		\$45
1/05/2019	IT Parker Community Center 901 NE 3 St - Monthly Pest Control		\$45
1/05/2019	Dania Beach Pier 85 North Beach Rd - Monthly Pest Control		\$45
1/05/2019	City Hall 100 W Dania Bch Blvd - Monthly Pest Control		\$65
1/05/2019	City Hall 100 W Dania Bch Blvd - Monthly Rodent Control		\$45
1/05/2019	Frost Park 300 NE 2 Street - Monthly Pest Control		\$45
1/05/2019	PJ Meli Community Center 2901 SW 52 St - Monthly Pest Control		\$45
1/05/2019	Doggie Dive Dock Park Ravenswood Road- Monthly Pest Control		\$75
1/05/2019	Precious Paws Dog Park 2901 SW 52 Street - Monthly Pest Control		\$75
			Total \$685

Time Arrived _____

Time Departed _____

Technician Rick P

Status/Completion:

Thank you for your business!

Approved for Payment By:

107

x

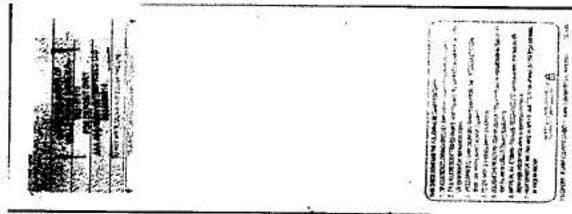
Image Details

Date	Sequence Number	Account Number	Amount	Serial Number
02/05/2019	77149155	100016092 [REDACTED]	\$685.00	151771

Front Image



Back Image



Print

From: Romie Del Prado <rdeju11@gmail.com>
Sent: Wednesday, January 16, 2019 11:16 AM
To: jurtecho@daniabeachfl.gov
Subject: Invoice 107
Attachments: Invoice4.pdf; Untitled attachment 00052.htm

Please see invoice for AAA PEST CONTROL for this month- thank you.



6

108 (2/5/19)
[Feb]



STATE CERTIFIED, LICENSED AND INSURED

AAA ASSASSIN ENTERPRISES, LLC
P.O BOX 1807
DANIA FLORIDA 33004
(954) 226-8335

INVOICE #108

Invoice Date:
02/22/19 per PBC
System Data

TERMITE * RODENTS * PESTS

Molature & Wood Decay Control

City of Dania Beach Billing Dept

100 W Dania Bch Blvd, Dania Bch FL. 33004

DATE	DESCRIPTION	BALANCE	AMOUNT
2/05/2019	Public Services Bldg 1201 Stirling Rd- Monthly Pest Control		\$55
2/05/2019	Water Plant 1201 Stirling Rd - Monthly Pest Control		\$55
2/05/2019	SW Community Center 230 SW 12 Ave - Monthly Pest Control		\$45
2/05/2019	CW Thomas Park 100 NW 8 Ave - Monthly Pest Control		\$45
2/05/2019	Nyburg Swanson House 102 W Dania Bch Blvd - Monthly Pest Control		\$45
2/05/2019	IT Parker Community Center 801 NE 3 St - Monthly Pest Control		\$45
2/05/2019	Dania Beach Pier 85 North Beach Rd - Monthly Pest Control		\$45
2/05/2019	City Hall 100 W Dania Bch Blvd - Monthly Pest Control		\$65
2/05/2019	City Hall 100 W Dania Bch Blvd - Monthly Rodent Control		\$48
2/05/2019	Frost Park 300 NE 2 Street - Monthly Pest Control		\$45
2/05/2019	PJ Meli Community Center 2901 SW 52 St - Monthly Pest Control		\$45
2/05/2019	Doggie Dive Dock Park Ravenswood Road- Monthly Pest Control		\$75
2/05/2019	Precious Paws Dog Park 2901 SW 52 Street - Monthly Pest Control		\$75
			Total \$685

Time Arrived _____

Time Departed _____

Technician Rick P

Status/Completion:

Thank you for your business!

Jose Vito
03-01-2019

108

108

From: Rick Pellegrini <rickyd8805@gmail.com>
Sent: Monday, February 11, 2019 11:34 AM
To: Urtecho, Jose
Subject: Fwd: Invoice for February

Invoice for City of Dania (13) facilities

----- Forwarded message -----

From: Romie Del Prado <rdeljuju11@gmail.com>
Date: Mon, Feb 11, 2019, 10:19 AM
Subject: Invoice for February
To: Rick <rickyd8805@gmail.com>

From: Rick Pellegrini <rickyd8805@gmail.com>
Sent: Monday, February 11, 2019 11:36 AM
To: Urtecho, Jose
Subject: Invoice5.pdf
Attachments: Invoice5.pdf

Invoice for February service

From: Romie Del Prado <rdeljuju11@gmail.com>
Sent: Friday, March 01, 2019 4:45 PM
To: jurtecho@daniabeachfl.gov
Subject: Fwd: Invoice for February
Attachments: Invoice5.pdf; Untitled attachment 00109.htm

Regards,

Romie del Prado

Begin forwarded message:

From: Romie Del Prado <rdeljuju11@gmail.com>
Date: February 11, 2019 at 10:19:39 AM EST
To: Rick <rickyd8805@gmail.com>
Subject: Invoice for February

OIG 19-009-M

EXHIBIT 25

29

104 (10/19/18)
(oct)



STATE CERTIFIED, LICENSED AND INSURED

AAA ASSASSIN ENTERPRISES, LLC
P.O Box 1507
DANIA FLORIDA 33004
(954) 226-6335

INVOICE #104

Invoice Date:
10/19/18 per PBC
system data

TERMITE * RODENTS * PESTS

Moisture & Wood Decay Control

City of Dania Beach Billing Dept _____

100 W Dania Bch Blvd, Dania Bch FL. 33004

DATE	DESCRIPTION	BALANCE	AMOUNT
10/19/2018	Public Services Bldg 1201 Stirling Rd- Monthly Pest Control		\$55
10/19/2018	Water Plant 1201 Stirling Rd - Monthly Pest Control		\$55
10/19/2018	SW Community Center 230 SW 12 Ave - Monthly Pest Control		\$45
10/19/2018	CW Thomas Park 100 NW 8 Ave - Monthly Pest Control		\$45
10/19/2018	Nyburg Swanson House 102 W Dania Bch Blvd - Monthly Pest Control		\$45
10/19/2018	IT Parker Community Center 901 NE 3 St - Monthly Pest Control		\$45
10/19/2018	Dania Beach Pier 85 North Beach Rd - Monthly Pest Control		\$45
10/19/2018	City Hall 100 W Dania Bch Blvd - Monthly Pest Control		\$65
10/19/2018	City Hall 100 W Dania Bch Blvd - Monthly Rodent Control		\$45
10/19/2018	Frost Park 300 NE 2 Street - Monthly Pest Control		\$45
10/19/2018	PJ Meil Community Center 2901 SW 52 St - Monthly Pest Control		\$45
10/19/2018	Doggie Dive Dock Park Ravenswood Road- Monthly Pest Control		\$75
10/19/2018	Precious Paws Dog Park 2901 SW 52 Street - Monthly Pest Control		\$75
			Total \$685

***Upon inspection of all city parks and facilities it is my recommendation due to findings of rodent feces that all locations be treated and rodent boxes maintained on a quarterly basis.

Time Arrived _____

Time Departed _____

Technician Rick P

Status/Completion:

Thank you for your business!

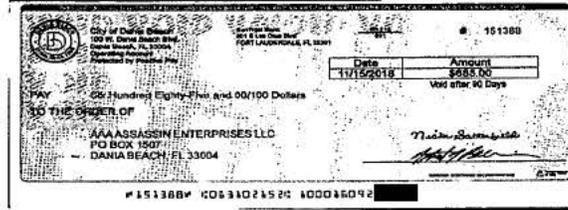
104

Approved for Payment/ Bill
[Signature]
11/14/2018

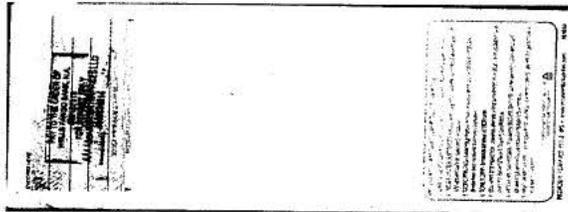
Image Details

Date	Sequence Number	Account Number	Amount	Serial Number
11/16/2018	74062409	100016092 [REDACTED]	\$685.00	151388

Front Image



Back Image



Print

104

From: Romie Del Prado <rdeljuju11@gmail.com>
Date: October 22, 2018 at 3:02:05 PM EDT
To: Info@aaa-assassinpestcontrol.com
Subject: Invoice for City of Dania Beach

Please see attached as requested.

From: Romie Del Prado <rdeljuju11@gmail.com>

Date: October 22, 2018 at 3:11:24 PM EDT

To: Info@aaa-assassinpestcontrol.com

Subject: Invoice for City of Dania Beach

104

From: Rick Pellegrini <rickyd8805@gmail.com>
Sent: Tuesday, October 23, 2018 7:34 AM
To: Urtecho, Jose
Subject: Invoice.pdf
Attachments: Invoice.pdf

Invoice for monthly pest control for city of Dania beach (13 facilities as per contract)

OIG 19-009-M

EXHIBIT 26



INVOICE #104

STATE CERTIFIED, LICENSED AND INSURED

AAA ASSASSIN ENTERPRISES, LLC
P.O Box 1507
DANIA FLORIDA 33004
(954) 226-6335

TERMITE * RODENTS * PESTS
Moisture & Wood Decay Control

City of Dania Beach Billing Dept _____

100 W Dania Bch Blvd, Dania Bch FL. 33004

DATE	DESCRIPTION	BALANCE	AMOUNT
10/19/2018	Public Services Bldg 1201 Stirling Rd- Monthly Pest Control		\$55
10/19/2018	Water Plant 1201 Stirling Rd - Monthly Pest Control		\$55
10/19/2018	SW Community Center 230 SW 12 Ave - Monthly Pest Control		\$45
10/19/2018	CW Thomas Park 100 NW 8 Ave - Monthly Pest Control		\$45
10/19/2018	Nyburg Swanson House 102 W Dania Bch Blvd - Monthly Pest Control		\$45
10/19/2018	IT Parker Community Center 901 NE 3 St - Monthly Pest Control		\$45
10/19/2018	Dania Beach Pier 85 North Beach Rd - Monthly Pest Control		\$45
10/19/2018	City Hall 100 W Dania Bch Blvd - Monthly Pest Control		\$65
10/19/2018	City Hall 100 W Dania Bch Blvd - Monthly Rodent Control		\$45
10/19/2018	Frost Park 300 NE 2 Street - Monthly Pest Control		\$45
10/19/2018	PJ Meli Community Center 2901 SW 52 St - Monthly Pest Control		\$45
10/19/2018	Doggie Dive Dock Park Ravenswood Road- Monthly Pest Control		\$75
10/19/2018	Precious Paws Dog Park 2901 SW 52 Street - Monthly Pest Control		\$75
			Total \$685

***Upon inspection of all city parks and facilities it is my recommendation due to findings of rodent feces that all locations be treated and rodent boxes maintained on a quarterly basis.

Time Arrived _____

Time Departed _____

Technician Rick P

Status/Completion:

Thank you for your business!

104

Approved for Payment By
[Signature]
11/14/2018

OIG 19-009-M

EXHIBIT 27



INVOICE #105

STATE CERTIFIED, LICENSED AND INSURED

AAA ASSASSIN ENTERPRISES, LLC
P.O. Box 1507
DANIA FLORIDA 33004
(954) 228-6335

TERMITE * RODENTS * PESTS
Moisture & Wood Decay Control

City of Dania Beach Billing Dept

100 W Dania Bch Blvd, Dania Bch FL. 33004

DATE	DESCRIPTION	BALANCE	AMOUNT
11/05/2018	Public Services Bldg 1201 Stirling Rd- Monthly Pest Control		\$55
11/05/2018	Water Plant 1201 Stirling Rd - Monthly Pest Control		\$55
11/05/2018	SW Community Center 230 SW 12 Ave - Monthly Pest Control		\$45
11/05/2018	CW Thomas Park 100 NW 8 Ave - Monthly Pest Control		\$45
11/05/2018	Nyburg Swanson House 102 W Dania Bch Blvd - Monthly Pest Control		\$45
11/05/2018	IT Parker Community Center 901 NE 3 St - Monthly Pest Control		\$45
11/05/2018	Dania Beach Pier 85 North Beach Rd - Monthly Pest Control		\$45
11/05/2018	City Hall 100 W Dania Bch Blvd - Monthly Pest Control		\$65
11/05/2018	City Hall 100 W Dania Bch Blvd - Monthly Rodent Control		\$45
11/05/2018	Frost Park 300 NE 2 Street - Monthly Pest Control		\$45
11/05/2018	PJ Melt Community Center 2901 SW 52 St - Monthly Pest Control		\$45
11/05/2018	Doggle Dive Dock Park Ravenswood Road- Monthly Pest Control		\$75
11/05/2018	Precious Paws Dog Park 2901 SW 52 Street - Monthly Pest Control		\$75
			Total \$685

Approved for Payment By:

[Signature]
11/14/2018

Time Arrived _____

Time Departed _____

Technician Rick P

Status/Completion:

Thank you for your business!

105

OIG 19-009-M

EXHIBIT 28



INVOICE #106

STATE CERTIFIED, LICENSED AND INSURED

AAA ASSASSIN ENTERPRISES, LLC
P.O Box 1507
DANIA FLORIDA 33004
(954) 226-6335

TERMITE * RODENTS * PESTS
Moisture & Wood Decay Control

City of Dania Beach Billing Dept

100 W Dania Bch Blvd, Dania Bch FL. 33004

DATE	DESCRIPTION	BALANCE	AMOUNT
12/05/2018	Public Services Bldg 1201 Stirling Rd- Monthly Pest Control		\$55
12/05/2018	Water Plant 1201 Stirling Rd - Monthly Pest Control		\$55
12/05/2018	SW Community Center 230 SW 12 Ave - Monthly Pest Control		\$45
12/05/2018	CW Thomas Park 100 NW 8 Ave - Monthly Pest Control		\$45
12/05/2018	Nyburg Swanson House 102 W Dania Bch Blvd - Monthly Pest Control		\$45
12/05/2018	IT Parker Community Center 901 NE 3 St - Monthly Pest Control		\$45
12/05/2018	Dania Beach Pier 85 North Beach Rd - Monthly Pest Control		\$45
12/05/2018	City Hall 100 W Dania Bch Blvd - Monthly Pest Control		\$65
12/05/2018	City Hall 100 W Dania Bch Blvd - Monthly Rodent Control		\$45
12/05/2018	Frost Park 300 NE 2 Street - Monthly Pest Control		\$45
12/05/2018	PJ Meli Community Center 2901 SW 52 St - Monthly Pest Control		\$45
12/05/2018	Doggie Dive Dock Park Ravenswood Road- Monthly Pest Control		\$75
12/05/2018	Precious Paws Dog Park 2901 SW 52 Street - Monthly Pest Control		\$75
			Total \$685

Time Arrived _____

Time Departed _____

Technician Rick P

Status/Completion:

Thank you for your business!

106

Approved for Payment By:
Josiah
12-12-2018

OIG 19-009-M

EXHIBIT 29



INVOICE #107

STATE CERTIFIED, LICENSED AND INSURED

**AAA ASSASSIN ENTERPRISES, LLC
P.O Box 1507
DANIA FLORIDA 33004
(954) 226-6335**

TERMITE * RODENTS * PESTS

Moisture & Wood Decay Control

City of Dania Beach Billing Dept

100 W Dania Bch Blvd, Dania Bch FL. 33004

DATE	DESCRIPTION	BALANCE	AMOUNT
1/05/2019	Public Services Bldg 1201 Stirling Rd- Monthly Pest Control		\$55
1/05/2019	Water Plant 1201 Stirling Rd - Monthly Pest Control		\$55
1/05/2019	SW Community Center 230 SW 12 Ave - Monthly Pest Control		\$45
1/05/2019	CW Thomas Park 100 NW 8 Ave - Monthly Pest Control		\$45
1/05/2019	Nyburg Swanson House 102 W Dania Bch Blvd - Monthly Pest Control		\$45
1/05/2019	IT Parker Community Center 901 NE 3 St - Monthly Pest Control		\$45
1/05/2019	Dania Beach Pier 85 North Beach Rd - Monthly Pest Control		\$45
1/05/2019	City Hall 100 W Dania Bch Blvd - Monthly Pest Control		\$65
1/05/2019	City Hall 100 W Dania Bch Blvd - Monthly Rodent Control		\$45
1/05/2019	Frost Park 300 NE 2 Street - Monthly Pest Control		\$45
1/05/2019	PJ Meli Community Center 2901 SW 52 St - Monthly Pest Control		\$45
1/05/2019	Doggie Dive Dock Park Ravenswood Road- Monthly Pest Control		\$75
1/05/2019	Precious Paws Dog Park 2901 SW 52 Street - Monthly Pest Control		\$75
			Total \$685

Time Arrived _____

Time Departed _____

Technician Rick P

Status/Completion: _____

Thank you for your business!

Approved for Payment By:

[Handwritten Signature]

107

OIG 19-009-M

EXHIBIT 30



INVOICE #108

STATE CERTIFIED, LICENSED AND INSURED

**AAA ASSASSIN ENTERPRISES, LLC
P.O Box 1807
DANIA FLORIDA 33004
(954) 226-6335**

TERMITE RODENTS PESTS

Molature & Wood Decay Control

City of Dania Beach Billing Dept

100 W Dania Bch Blvd, Dania Bch FL. 33004

DATE	DESCRIPTION	BALANCE	AMOUNT
2/05/2019	Public Services Bldg 1201 Stirling Rd- Monthly Pest Control		\$55
2/05/2019	Water Plant 1201 Stirling Rd - Monthly Pest Control		\$55
2/05/2019	SW Community Center 230 SW 12 Ave - Monthly Pest Control		\$45
2/05/2019	CW Thomas Park 100 NW 8 Ave - Monthly Pest Control		\$45
2/05/2019	Nyburg Swanson House 102 W Dania Bch Blvd - Monthly Pest Control		\$45
2/05/2019	IT Parker Community Center 901 NE 3 St - Monthly Pest Control		\$45
2/05/2019	Dania Beach Ptor 85 North Beach Rd - Monthly Pest Control		\$45
2/05/2019	City Hall 100 W Dania Bch Blvd - Monthly Pest Control		\$65
2/05/2019	City Hall 100 W Dania Bch Blvd - Monthly Rodent Control		\$45
2/05/2019	Frost Park 300 NE 2 Street - Monthly Pest Control		\$45
2/05/2019	PJ Mell Community Center 2901 SW 52 St - Monthly Pest Control		\$45
2/05/2019	Doggie Dive Dock Park Ravenswood Road- Monthly Pest Control		\$75
2/05/2019	Precious Paws Dog Park 2901 SW 52 Street - Monthly Pest Control		\$75
			Total \$685

Time Arrived _____

Time Departed _____

Technician Rick P

Status/Completion:

Thank you for your business!

José Vitor
03-01-2019

108

OIG 19-009-M

EXHIBIT 31

AAA ASSASSIN ENTERPRISES LLC

PO BOX 1507
DANIA, FL 33004-1507

1075

63-751/631 10866
5930036214

12-27-18

Date

Pay to the
Order of

Jose Urtecho

\$ 685.00

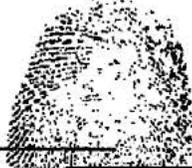
Six hundred eighty Five Dollars



Security
Features
Protect
Your
Money



Wells Fargo Bank, NA
Florida
wellsfargo.com



Paul Kelly

For

⑆063107513⑆ 59300 [REDACTED] 01075

3586442042

FOR DEPOSIT
for [REDACTED]

REQUEST 00007738717000000 685.00
ROLL ECIA 20181227 000003586442042
JOB ECIA E ACCT 287000593003 [REDACTED]
REQUESTOR U397443
22351541 09/05/2019 Research 22351668

Summons and Subpoenas Department
D1111-016
Charlotte NC 28201

OIG 19-009-M

EXHIBIT 32

AAA ASSASSIN ENTERPRISES LLC
PO BOX 1507
DANIA, FL 33004-1507

1084

63-751/631 10896
6930036214

2-5-19

Date

Pay to the
Order of

Jose

\$ 963.00

Nine hundred sixty Three

00/100 Dollars



Well Fargo Bank, N.A.
Florida
wellsfargo.com

For

[Signature]

⑆06310751⑆ 593003 01084

Jose United

REQUEST 00007738717000000 963.00
ROLL ECIA 20190208 000008726168591
JOB ECIA E ACCT 287000593003
REQUESTOR U397443
22351541 09/05/2019 Research 22351668

Summons and Subpoenas Department
D1111-016
Charlotte NC 28201

OIG 19-009-M

EXHIBIT 33

AAA ASSASSIN ENTERPRISES LLC
PO BOX 1507
DANIA, FL 33004-1507

1091

63-751/631 10866
5930036214

2-18-19 Date

Pay to the
Order of

Jose Ustectw

\$ 500.00

Five hundred $\frac{00}{100}$

Dollars



WELLS FARGO
Wells Fargo Bank, N.A.
Florida
wellsfargo.com

For _____

[Signature]

⑆063107513⑆ 593003 01091

⑆063107513⑆ 593003 01091

8540131 030539 006 00053 10:55 02/21/19

CSHCHK

500.00

[Handwritten signature]

REQUEST 0000773871700000 500.00
ROLL ECIA 20190221 000008524614452
JOB ECIA E ACCT 287000593003
REQUESTOR U397443
22351541 09/05/2019 Research 22351668

Summons and Subpoenas Department
D1111-016
Charlotte NC 28201

OIG 19-009-M

EXHIBIT 34



Coast To Coast Garage Door

P.O. Box 590929
Tamarac, FL 33359

Estimate

Date	Estimate #
4/13/2018	2087

Billing Address
FS#1 116 W Dania Beach Blvd Dania Beach FL 33004 robert_biondo@sheriff.org

Job location

P.O. No.

Description	Qty	Rate	Contract #	Total
Furnish Material & Install Wayne-Dalton Service Door MDL823CTHERMTITE SERVICE DOOR 12'0" X 11'11" INTABOVELINT - COIL INT MOUNTED ABOVE LINTEL JBSTEELRH - STRUCTURAL STEEL JAMB RHFACEIN - GDS - FACE MTD ANGLE IN DTIN - INSULATED INS - STANDARD INSULATED CRTSTL - CRT- STEEL WL55PSF - 55 PSF DADE CO. WINDAGDADE - DADE COUNTY APPROVAL SLTPOWDERG90 - CRT - POWDER COAT G90 BCKSLTPOWDER - CRT BCK - POWDER COAT FLATSLAT - FLAT SLAT 3INSLAT - 3" SLAT 22GASLAT - 22 GA SLAT ENDLKCONT - CONTINUOUS WINDLOCKS CRTRAL - CRT - RAL STANDARD COLORS DAPCOPT1 - PDRCT BS CRTN,BBAR,HDS,GDS	1	10,791.00		10,791.00
Estimate is valid for 30 days			Total	

Signature

E-mail	Web Site	Phone #	Fax #
SERVICE@C2CGARAGEDOORS.COM	COAST2COASTGARAGEDOOR.COM	954-653-1600	954-840-9257



Coast To Coast Garage Door

P.O. Box 590929
Tamarac, FL 33359

Estimate

Date	Estimate #
4/13/2018	2087

Billing Address
FS#1 116 W Dania Beach Blvd Dania Beach FL 33004 robert_biondo@sheriff.org

Job location

P.O. No.

Description	Qty	Rate	Contract #	Total
PDRCTNO - POWDER COAT NUMBER No: 9999 RIGHTHAND - RIGHT HAND MOTORSPECS - MOTOR OPERATION GENBRND - GENIE BRAND GHOIST - HOIST GHXH - GCL-GH GHP - HORSEPOWER 50HP - 1/2 HP (50) GVOLT - VOLTAGE VOLT3 - 115/208/230 1PH 60HZ (01) GMTRMTG - OPERATOR MOUNTING LOCATION VBKTMGTG - VERTICAL FRONT OF BRACKET GENTRPMNT - ENTRAPMENT PROTECTION GENTRAPHTO - PROTECTED PHOTOEYES OPERMODS - OPERATOR MODIFICATIONS GSOLBRAKE - BRAKE BBSTMATCH - BBAR - STR STL MATCH CRT COLOR ASTR - ASTRAGAL GDSSTEEL - GDS - STEEL GDFSTLMATCH - GDS - STEEL MATCH				
Estimate is valid for 30 days			Total	

Signature

E-mail	Web Site	Phone #	Fax #
SERVICE@C2CGARAGEDOORS.COM	COAST2COASTGARAGEDOOR.COM	954-653-1600	954-840-9257



Coast To Coast Garage Door

P.O. Box 590929
Tamarac, FL 33359

Estimate

Date	Estimate #
4/13/2018	2087

Billing Address
FS#1 116 W Dania Beach Blvd Dania Beach FL 33004 robert_biondo@sheriff.org

Job location

P.O. No.

Description	Qty	Rate	Contract #	Total
CURTAIN GDS3ANGLE - 3 ANGLE GUIDES HDSSEETHOOD - SHEET HOOD SHTMATCHCRTN - HDS - MATCH CURTAIN COLOR HDSUP - HOOD FLANGE UP WS - GUIDE WEATHER SEAL WGB01 - WTHR STRIP OPPOSITE COIL SIDE HDBAFFLE - HOOD BAFFLE GDFMATCHCRTN - GDS - MATCH CURTAIN COLOR HNDCHAIN18 - HAND CHAIN, 18'				
Estimate is valid for 30 days			Total	

Signature

E-mail	Web Site	Phone #	Fax #
SERVICE@C2CGARAGEDOORS.COM	COAST2COASTGARAGEDOOR.COM	954-653-1600	954-840-9257



Coast To Coast Garage Door

P.O. Box 590929
Tamarac, FL 33359

Estimate

Date	Estimate #
4/13/2018	2087

Billing Address
FS#1 116 W Dania Beach Blvd Dania Beach FL 33004 robert_biondo@sheriff.org

Job location

P.O. No.

Description	Qty	Rate	Contract #	Total
Permit fees for job		350.00		350.00
Engineer drawing		1,000.00		1,000.00
Estimate is valid for 30 days			Total	\$12,141.00

This is a estimate only, This estimate is for completing the job described above, based on our evaluation. It does not include additional labor or material which may be required if problem arise. Upon acceptance of this estimate a 50% deposit is required.
All Credit Card Transaction Subject to 4% Processing Fee.

Signature _____

E-mail	Web Site	Phone #	Fax #
SERVICE@C2CGARAGEDOORS.COM	COAST2COASTGARAGEDOOR.COM	954-653-1600	954-840-9257

OIG 19-009-M

EXHIBIT 35

Door Systems of South Florida

1300 NW 15th Avenue
 Pompano Beach, FL 33069
 O - 954-935-7000
 F - 954-935-7050
 W - DoorSystemsSFL.com

The Genuine. The Original.



Proposal #: SNS-20683
 Q 20383

PROPOSAL SUBMITTED TO: Broward County Sheriff's - Fire Rescue			Date 4/11/2018	Attention Robert Biondo		
STREET 2601 W Broward Blvd			Job Name Fire Station #1			
City Fort Lauderdale	State FL	ZipCode 33312	Job Location Dania Beach			
Phone Number 954-831-8200		Fax Number 954-831-6593		Job Phone		

ITEM #	QTY	SERIES	DOOR WIDTH	DOOR HEIGHT	OPENING WIDTH	OPENING HEIGHT	OPERATION	MOUNTING	JAMB TYPE
1	1	610	12' 0"	12' 0"	12' 0"	12' 0"	Electric	Interior Face	Face

FURNISH AND INSTALL:

The above sized 610 series rolling door(s) as manufactured by the Overhead Door Corporation. Door standard features to include the following: Curtain slats will be galvanized painted steel. Curtain will be provided with steel endlocks or malleable iron endlocks on alternate slats. Windlocks will be used as required to meet design wind load, minimum 20 psf. Guides will be roll-formed steel channel or three structural steel angles. Brackets will be hot rolled steel plate to support the barrel, counterbalance and hood. Counterbalance will be helical torsion springs housed in a steel pipe with a deflection limited to .03" per foot of span (width) and adjustable by means of an external tension wheel. All non-galvanized, exposed, ferrous surfaces will receive one coat of rust inhibitive primer.

PROPOSAL TO INCLUDE THE FOLLOWING:

Item 1 above to feature the following:

- SLATS, F-265 22 Gauge.
- SPRING, 100,000 Cycle.
- LOCKS, Slide Bolts.
- WINDLOAD, Dade County 65PSF..
- FINISH, Custom Red Powder Coat Complete Door.
- OPERATION, Heavy Duty Model RHX Gear Driven Operator.
- SAFETY, Photo Safety Beams.
- CONTROLS, Reconnect all existing controls.

We hereby propose to complete in accordance with above specification, for the sum of:

Eleven Thousand Seven Hundred Dollars and No Cents

\$11,700.00

Signature _____

Scott Sumenek
 (Sumenek@OverheadDoorGC.com)

Direct Dial: (954) 935-7007

TERMS AND CONDITIONS

Payment to be made as follows: NET 30

Prices subject to change if not accepted in 30 days.

Payment terms to be made as 50% Material Deposit Required/Balance COD unless otherwise noted above.

Door Systems accepts credit card payments (MC, Visa, AMEX, Discover) with a 3% fee.

SALES TAX INCLUDED ON ALL MATERIAL UNLESS OTHERWISE NOTED. All wiring/conduit to motor operators, control stations and photo cells and permits are not by Door Systems of South Florida, unless otherwise noted above. Property owner is responsible for being present for any/all final building inspections and will be responsible for any reinspection fees due to missed appointments with the local Building Department or lost permit packages. Building permit is to be pulled by the Purchaser, unless otherwise noted above. Purchaser is responsible for being present for any/all final building inspections and will be responsible for any reinspection fees due to missed appointments with the local Building Department or lost permit packages. Building inspections are scheduled based upon Purchaser's availability. Door Systems of South Florida covers a (1) year warranty on purchased doors, motors, and springs, starting from the date of installation. Door Systems of South Florida covers a (30) day warranty on any other work performed. Manufacturer warranties are covered by the unique manufacturer of the purchased product and are based upon their terms and conditions. Purchaser agrees to pay a 20% restocking fee on any cancelled custom orders. Purchaser agrees that all material shall remain in Sellers possession until paid in full. In the event Purchaser breaches or defaults under the agreed terms and provision of this agreement, the purchaser shall be responsible for the costs of collection, including all attorneys' fees. Agreements are contingent upon strikes, accidents or delays beyond our control.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance

OIG 19-009-M

EXHIBIT 36

Estimate

PROFESSIONAL GARAGE ROLLING DOORS, INC
 732 SW 2 AVENUE
 HALLANDALE, FL 33009
 PHONE: 786-597-1057
 FAX: 954-454-4084

Name/Address
CITY OF DANIA BEACH FL 33004 FIRE HOUSE #1

Date	Estimate No.
07/04/18	2820

Item	Description	Quantity	Cost	Total
1002	FURNISH AND INSTALL A NEW COMMERCIAL ROLLING DOOR SIZE 12'X12' WHITE EXTERIOR FINISH WITH COMPLETE HARDWARE . FURNISH AND INSTALL NEW MANARAS COMMERCIAL ROLLING DOOR OPERATOR GEAR HERTZ 1/2HP WITH INCORPORATED CLUTCH CHAIN RELEASE AND WALL BUTTON. PRICE INCLUDES MATERIALS ,INSTALLATION AND DISPOSAL OF EXISTING MATERILAS ONE YEAR WARRANTY Sales Tax		11,200.00	11,200.00
			6.00%	0.00
I LOOK FORWARD WORKING WITH YOU			Total	\$11,200.00

OIG 19-009-M

EXHIBIT 37

From: [Urtecho, Jose](#)
To: [Johnson, Antoine](#)
Subject: FW: Estimate 2820 from PROFESSIONAL GARAGE ROLLING DOORS, INC, JOSE (DANIA BEACH PUBLIC)
Date: Monday, July 9, 2018 9:47:41 AM
Attachments: [Estimate \(No. 2820\) from PROFESSIONAL GARAGE ROLLING DOORS, INC#3.pdf](#)

Good morning Antoine can you please make a PO for this company
The garage doors for the fire dept. at station #1
Thank you.

Jose Urtecho
Utilities Manager
City of Dania Beach Public Services
jurtecho@ci.dania-beach.fl.us
Office: 954-924-3748
Cell: 954-651-5039

From: Ondina Torres [<mailto:professionalrollingdoors@yahoo.com>]
Sent: Friday, July 06, 2018 10:25 AM
To: Urtecho, Jose
Subject: Estimate 2820 from PROFESSIONAL GARAGE ROLLING DOORS, INC, JOSE (DANIA BEACH PUBLIC)

Estimate

PROFESSIONAL GARAGE ROLLING DOORS, INC
 732 SW 2 AVENUE
 HALLANDALE, FL 33009
 PHONE: 786-597-1057
 FAX: 954-454-4084

Name/Address
CITY OF DANIA BEACH FL 33004 FIRE HOUSE #1

Date	Estimate No.
07/04/18	2820

Item	Description	Quantity	Cost	Total
1002	FURNISH AND INSTALL A NEW COMMERCIAL ROLLING DOOR SIZE 12'X12' WHITE EXTERIOR FINISH WITH COMPLETE HARDWARE . FURNISH AND INSTALL NEW MANARAS COMMERCIAL ROLLING DOOR OPERATOR GEAR HERTZ 1/2HP WITH INCORPORATED CLUTCH CHAIN RELEASE AND WALL BUTTON. PRICE INCLUDES MATERIALS ,INSTALLATION AND DISPOSAL OF EXISTING MATERILAS ONE YEAR WARRANTY Sales Tax		11,200.00	11,200.00
			6.00%	0.00
I LOOK FORWARD WORKING WITH YOU			Total	\$11,200.00

OIG 19-009-M

EXHIBIT 38

From: [Johnson, Antoine](#)
To: [Satterfield, Nicki](#); [Segal, Adam](#)
Cc: [Kaine, Brad](#); [Urtecho, Jose](#)
Subject: Fire Dept. Garage Door
Date: Friday, July 13, 2018 10:36:46 AM
Attachments: [image003.jpg](#)
[Est_2087 from Coast To Coast Garage Door 11328.pdf](#)
[BSO Station #1 Alternate.pdf](#)
[Estimate \(No. 2820\) from PROFESSIONAL GARAGE ROLLING DOORS, INC#3.pdf](#)
Importance: High

Hi Nicki & Adam,

See attached quotes for the Fire Department Garage Door. Profession Garage Rolling Doors Inc. will be perform services in the amount of \$11,200.00.
Please notify me when funds available.

Thank you,

Ms. Antoine Johnson

Public Services Office Manager/City of Dania Beach

1201 Stirling Rd. | Dania Beach, FL 33004

Phone: 954-924-6808 x3882

ajohnson@daniabeachfl.gov





Coast To Coast Garage Door

P.O. Box 590929
Tamarac, FL 33359

Estimate

Date	Estimate #
4/13/2018	2087

Billing Address
FS#1 116 W Dania Beach Blvd Dania Beach FL 33004 robert_biondo@sheriff.org

Job location

P.O. No.

Description	Qty	Rate	Contract #	Total
Furnish Material & Install Wayne-Dalton Service Door MDL823CTHERMTITE SERVICE DOOR 12'0" X 11'11" INTABOVELINT - COIL INT MOUNTED ABOVE LINTEL JBSTEELRH - STRUCTURAL STEEL JAMB RHFACEIN - GDS - FACE MTD ANGLE IN DTIN - INSULATED INS - STANDARD INSULATED CRTSTL - CRT- STEEL WL55PSF - 55 PSF DADE CO. WINDAGDADE - DADE COUNTY APPROVAL SLTPOWDERG90 - CRT - POWDER COAT G90 BCKSLTPOWDER - CRT BCK - POWDER COAT FLATSLAT - FLAT SLAT 3INSLAT - 3" SLAT 22GASLAT - 22 GA SLAT ENDLKCONT - CONTINUOUS WINDLOCKS CRTRAL - CRT - RAL STANDARD COLORS DAPCOPT1 - PDRCT BS CRTN,BBAR,HDS,GDS	1	10,791.00		10,791.00
Estimate is valid for 30 days			Total	

Signature

E-mail	Web Site	Phone #	Fax #
SERVICE@C2CGARAGEDOORS.COM	COAST2COASTGARAGEDOOR.COM	954-653-1600	954-840-9257



Coast To Coast Garage Door

P.O. Box 590929
Tamarac, FL 33359

Estimate

Date	Estimate #
4/13/2018	2087

Billing Address
FS#1 116 W Dania Beach Blvd Dania Beach FL 33004 robert_biondo@sheriff.org

Job location

P.O. No.

Description	Qty	Rate	Contract #	Total
PDRCTNO - POWDER COAT NUMBER No: 9999 RIGHTHAND - RIGHT HAND MOTORSPECS - MOTOR OPERATION GENBRND - GENIE BRAND GHOIST - HOIST GHXH - GCL-GH GHP - HORSEPOWER 50HP - 1/2 HP (50) GVOLT - VOLTAGE VOLT3 - 115/208/230 1PH 60HZ (01) GMTRMTG - OPERATOR MOUNTING LOCATION VBKTMGTG - VERTICAL FRONT OF BRACKET GENTRPMNT - ENTRAPMENT PROTECTION GENTRAPHTO - PROTECTED PHOTOEYES OPERMODS - OPERATOR MODIFICATIONS GSOLBRAKE - BRAKE BBSTMATCH - BBAR - STR STL MATCH CRT COLOR ASTR - ASTRAGAL GDSSTEEL - GDS - STEEL GDFSTLMATCH - GDS - STEEL MATCH				
Estimate is valid for 30 days			Total	

Signature

E-mail	Web Site	Phone #	Fax #
SERVICE@C2CGARAGEDOORS.COM	COAST2COASTGARAGEDOOR.COM	954-653-1600	954-840-9257



Coast To Coast Garage Door

P.O. Box 590929
Tamarac, FL 33359

Estimate

Date	Estimate #
4/13/2018	2087

Billing Address
FS#1 116 W Dania Beach Blvd Dania Beach FL 33004 robert_biondo@sheriff.org

Job location

P.O. No.

Description	Qty	Rate	Contract #	Total
CURTAIN GDS3ANGLE - 3 ANGLE GUIDES HDSSEETHOOD - SHEET HOOD SHTMATCHCRTN - HDS - MATCH CURTAIN COLOR HDSUP - HOOD FLANGE UP WS - GUIDE WEATHER SEAL WGB01 - WTHR STRIP OPPOSITE COIL SIDE HDBAFFLE - HOOD BAFFLE GDFMATCHCRTN - GDS - MATCH CURTAIN COLOR HNDCHAIN18 - HAND CHAIN, 18'				
Estimate is valid for 30 days			Total	

Signature

E-mail	Web Site	Phone #	Fax #
SERVICE@C2CGARAGEDOORS.COM	COAST2COASTGARAGEDOOR.COM	954-653-1600	954-840-9257



Coast To Coast Garage Door

P.O. Box 590929
Tamarac, FL 33359

Estimate

Date	Estimate #
4/13/2018	2087

Billing Address
FS#1 116 W Dania Beach Blvd Dania Beach FL 33004 robert_biondo@sheriff.org

Job location

P.O. No.

Description	Qty	Rate	Contract #	Total
Permit fees for job		350.00		350.00
Engineer drawing		1,000.00		1,000.00
Estimate is valid for 30 days			Total	\$12,141.00

This is a estimate only, This estimate is for completing the job described above, based on our evaluation. It does not include additional labor or material which may be required if problem arise. Upon acceptance of this estimate a 50% deposit is required.
All Credit Card Transaction Subject to 4% Processing Fee.

Signature _____

E-mail	Web Site	Phone #	Fax #
SERVICE@C2CGARAGEDOORS.COM	COAST2COASTGARAGEDOOR.COM	954-653-1600	954-840-9257

Door Systems of South Florida

1300 NW 15th Avenue
 Pompano Beach, FL 33069
 O - 954-935-7000
 F - 954-935-7050
 W - DoorSystemsSFL.com

The Genuine. The Original.



Proposal #: SNS-20683
 Q 20383

PROPOSAL SUBMITTED TO: Broward County Sheriff's - Fire Rescue			Date 4/11/2018	Attention Robert Biondo		
STREET 2601 W Broward Blvd			Job Name Fire Station #1			
City Fort Lauderdale	State FL	ZipCode 33312	Job Location Dania Beach			
Phone Number 954-831-8200		Fax Number 954-831-6593		Job Phone		

ITEM #	QTY	SERIES	DOOR WIDTH	DOOR HEIGHT	OPENING WIDTH	OPENING HEIGHT	OPERATION	MOUNTING	JAMB TYPE
1	1	610	12' 0"	12' 0"	12' 0"	12' 0"	Electric	Interior Face	Face

FURNISH AND INSTALL:

The above sized 610 series rolling door(s) as manufactured by the Overhead Door Corporation. Door standard features to include the following: Curtain slats will be galvanized painted steel. Curtain will be provided with steel endlocks or malleable iron endlocks on alternate slats. Windlocks will be used as required to meet design wind load, minimum 20 psf. Guides will be roll-formed steel channel or three structural steel angles. Brackets will be hot rolled steel plate to support the barrel, counterbalance and hood. Counterbalance will be helical torsion springs housed in a steel pipe with a deflection limited to .03" per foot of span (width) and adjustable by means of an external tension wheel. All non-galvanized, exposed, ferrous surfaces will receive one coat of rust inhibitive primer.

PROPOSAL TO INCLUDE THE FOLLOWING:

Item 1 above to feature the following:

- SLATS, F-265 22 Gauge.
- SPRING, 100,000 Cycle.
- LOCKS, Slide Bolts.
- WINDLOAD, Dade County 65PSF..
- FINISH, Custom Red Powder Coat Complete Door.
- OPERATION, Heavy Duty Model RHX Gear Driven Operator.
- SAFETY, Photo Safety Beams.
- CONTROLS, Reconnect all existing controls.

We hereby propose to complete in accordance with above specification, for the sum of:

Eleven Thousand Seven Hundred Dollars and No Cents

\$11,700.00

Signature _____

Scott Sumenek
 (Sumenek@OverheadDoorGC.com)

Direct Dial: (954) 935-7007

TERMS AND CONDITIONS

Payment to be made as follows: NET 30

Prices subject to change if not accepted in 30 days.

Payment terms to be made as 50% Material Deposit Required/Balance COD unless otherwise noted above.

Door Systems accepts credit card payments (MC, Visa, AMEX, Discover) with a 3% fee.

SALES TAX INCLUDED ON ALL MATERIAL UNLESS OTHERWISE NOTED. All wiring/conduit to motor operators, control stations and photo cells and permits are not by Door Systems of South Florida, unless otherwise noted above. Property owner is responsible for being present for any/all final building inspections and will be responsible for any reinspection fees due to missed appointments with the local Building Department or lost permit packages. Building permit is to be pulled by the Purchaser, unless otherwise noted above. Purchaser is responsible for being present for any/all final building inspections and will be responsible for any reinspection fees due to missed appointments with the local Building Department or lost permit packages. Building inspections are scheduled based upon Purchaser's availability. Door Systems of South Florida covers a (1) year warranty on purchased doors, motors, and springs, starting from the date of installation. Door Systems of South Florida covers a (30) day warranty on any other work performed. Manufacturer warranties are covered by the unique manufacturer of the purchased product and are based upon their terms and conditions. Purchaser agrees to pay a 20% restocking fee on any cancelled custom orders. Purchaser agrees that all material shall remain in Sellers possession until paid in full. In the event Purchaser breaches or defaults under the agreed terms and provision of this agreement, the purchaser shall be responsible for the costs of collection, including all attorneys' fees. Agreements are contingent upon strikes, accidents or delays beyond our control.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance

Estimate

PROFESSIONAL GARAGE ROLLING DOORS, INC
 732 SW 2 AVENUE
 HALLANDALE, FL 33009
 PHONE: 786-597-1057
 FAX: 954-454-4084

Name/Address
CITY OF DANIA BEACH FL 33004 FIRE HOUSE #1

Date	Estimate No.
07/04/18	2820

Item	Description	Quantity	Cost	Total
1002	FURNISH AND INSTALL A NEW COMMERCIAL ROLLING DOOR SIZE 12'X12' WHITE EXTERIOR FINISH WITH COMPLETE HARDWARE . FURNISH AND INSTALL NEW MANARAS COMMERCIAL ROLLING DOOR OPERATOR GEAR HERTZ 1/2HP WITH INCORPORATED CLUTCH CHAIN RELEASE AND WALL BUTTON. PRICE INCLUDES MATERIALS ,INSTALLATION AND DISPOSAL OF EXISTING MATERILAS ONE YEAR WARRANTY Sales Tax		11,200.00	11,200.00
			6.00%	0.00
I LOOK FORWARD WORKING WITH YOU			Total	\$11,200.00

OIG 19-009-M

EXHIBIT 39

PROFESSIONAL GARAGE ROLLING DOORS, INC
 732 SW 2 AVENUE
 HALLANDALE, FL 33009
 PHONE: 786-597-1057
 FAX: 954-454-4084

Invoice

Date	Invoice No.
07/26/18	4669

Bill To: CITY OF DANIA BEACH FL 33004 FIRE HOUSE #1	Ship To 100 WEST DANIA BEACH BLVD 33004
	Terms

Item	Description	Quantity	Rate	Amount
1002	FURNISH AND INSTALL A NEW COMMERCIAL ROLLING DOOR SIZE 12'X12' WHITE EXTERIOR FINISH WITH COMPLETE HARDWARE . FURNISH AND INSTALL NEW MANARAS COMMERCIAL ROLLING DOOR OPERATOR GEAR HERTZ 1/2HP WITH INCORPORATED CLUTCH CHAIN RELEASE AND WALL BUTTON.		11,200.00	11,200.00
1002	PERMIT FEES PRICE INCLUDES MATERIALS ,INSTALLATION AND DISPOSAL OF EXISITNG MATERILAS ONE YEAR WARRANTY		250.00	250.00
	Sales Tax		6.00%	0.00
	I LOOK FORWARD WORKING WITH YOU			

Signature: _____ Interest rate of 2% per month(24%annual rate will be added to unpaid balance for 30 days that payment is past due until paid in full. In the event seller requires an attorney to collect unpaid balance. Purchaser agrees to pay all attorney's fees.By accepting materials buyer Professional G Rolling Doors will offer a one year warranty in materials and labor. This warranty does not include misused of doors or accidents due to negligence. All warranty service will be performed during regular business hours only. Cancellations of contract will be subject to a 25% restocking fee of the final job cost.	Total	\$11,450.00
	Payments/ Credits	\$0.00
	Balance Due	\$11,450.00

OIG 19-009-M

EXHIBIT 40

From: [Johnson, Antoine](#)
To: [Segal, Adam](#); [Urtecho, Jose](#)
Cc: [Satterfield, Nicki](#); [Kaine, Brad](#)
Subject: RE: Garage door motor
Date: Thursday, September 20, 2018 11:25:31 AM
Attachments: [image001.jpg](#)
[image002.jpg](#)
[PS GARAGE DOOR QUOTES.pdf](#)

Hi Adam,

Please see attached as requested.

Thank you,



Antoine Johnson

Office Manager | City of Dania Beach

ajohnson@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Road | Dania Beach, FL 33004

Phone: 954-924-6808 x3882 | **Fax:** 954-923-1109

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

From: Segal, Adam
Sent: Thursday, September 20, 2018 11:20 AM
To: Urtecho, Jose
Cc: Satterfield, Nicki; Johnson, Antoine; Kaine, Brad
Subject: Garage door motor

Jose,
please send over the 3 quotes for review.

Thanks
Adam



Adam Segal CPA, CFE, FCCA

Assistant Finance Director | City of Dania Beach

asegal@daniabeachfl.gov | daniabeachfl.gov

100 W Dania Beach Blvd. | Dania Beach, FL 33004

Phone: 954-924-6800 ext. 3620 | **Fax:** 954-922-5619

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and may be subject to criminal and civil penalties.

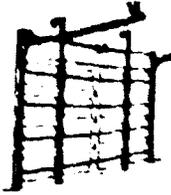
Estimate

PROFESSIONAL GARAGE ROLLING DOORS, INC
 732 SW 2 AVENUE
 HALLANDALE, FL 33009
 PHONE: 786-597-1057
 FAX: 954-454-4084

Name/Address
CITY OF DANIA BEACH FL 33004 1201 STERLING RD

Date	Estimate No.
08/28/18	2842

Item	Description	Quantity	Cost	Total
1002	FURNISH AND INSTALL A NEW COMMERCIAL MANARA'S GEAR/HERTZ 3/4 HP OPERATOR WITH INCORPORATED CHAIN RELESE CLUTCH, SAFETY PHOTOCELL SENSOR , 3 STAGE WALL BUTTON AND COMPLETE HARDWARE PRICE INCLUDES MATERIALS AND INSTALLATION ONE YEAR WARRANTY Out-of-state sale, exempt from sales tax	4	3,800.00	15,200.00T
			0.00%	0.00
FIDEL TORRES 786-333-5403			Total	\$15,200.00



A TOP GARAGE DOOR



24 HOUR EMERGENCY TEL 786-224-9178

1475 WEST 39 PL #201 HIALEAH, FL 33012

THIS PROPOSAL BECOMES A CONTRACT WHEN EXECUTED BY YOU AND ACCEPTED, TOP GARAGE DOOR.



- ESTIMATE
- ORDER
- APPROXIMATE DELIVERY DATE

WORK ORDER NO.	INVOICE NO. 7561	INVOICE DATE 09/10/18	CUST PO. NO.	DATE
----------------	---------------------	--------------------------	--------------	------

SOLD TO: DANIA BEACH CITY

SHP Legal Description TO:

QTY.	MODEL	WIDTH	HEIGHT	LIFT TYPE	SEC HIGH	PANELS WIDE	GLASS	LOCK	SPRING	FINISH	PRICE NET
											80% DEPOSIT REQUIRED ON ALL ORDERS
	INSTALL 4 NEW MANARA'S MOTORS ,SENSORS SYSTEM										\$ 4265.00 each
	PUSH BUTTON AND HARDWARE										
											Total: \$17060.00
											CONTRACT ACCOUNT <input type="checkbox"/> COD <input checked="" type="checkbox"/>

* COD BALANCES MUST BE PAID TO TECHNICIAN UPON COMPLETION OF INSTALLATION OR SERVICE

- 30 Days Warranty
- 90 Days Warranty
- One Year Warranty

Customer accepts terms and conditions.

PURCHASER'S SIGNATURE

DATE OF ACCEPTANCE

Bus. Ph: _____

Job Ph: _____

Fax: _____

Emp: _____

SALES REPRESENTATIVE

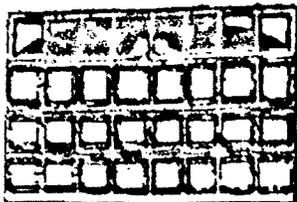
Terms: Payment is due at completion of installation and/or services rendered. Buyer agrees to pay a \$25.00 fee plus a 10% premium of any outstanding balance remaining after 30 days from the date of completion. Buyer further agrees to pay all cost of collection including reasonable attorneys fees. A charge of \$25 will be added to all checks returned.

Warranty is only available on installations billed for a minimum of \$75.00 for labor. Then warranty is offered for 365 days, unless extended warranty is purchased at time of installation and/or services rendered.

All warranty work will be performed during normal business hours only.

Any future work or cancellations after signing contract will be subject to pay a 20% percent restocking fee of the final job cost.

THANK YOU FOR YOUR BUSINESS



G & G

GARAGE DOORS, CORP.

SPECIALIST IN GARAGE DOORS & AUTOMATIC OPENERS

7321 SW 142 Ave. Miami, FL 33183

24 HRS EMERGENCY SERVICE

English: 786 251-2951 / Español: 786 586-8853

email: ggaragedoors@yahoo.com



CUSTOMER P.O. NO.	ORDER TAKEN BY	INVOICE DATE	COMPLETED BY	INVOICE NO. <i>Estimate</i>
-------------------	----------------	--------------	--------------	--------------------------------

BILL TO:	JOB:
NAME <u>City of Dania Beach</u>	NAME _____
ADDRESS <u>1201 Stirling RD</u>	ADDRESS _____
CITY <u>DANIA BEACH</u> STATE <u>FL</u> ZIP CODE _____	CITY _____ STATE _____ ZIP CODE _____
PERSON IN CHARGE _____	PERSON IN CHARGE _____
BUS. PHONE _____ HOME PHONE _____	BUS. PHONE _____ HOME PHONE _____

NO. OF DOORS	SERIES	WIDE	HIGH	THICKNESS	NO. PANELS	NO. SECT.	LOCK	SPRING	JAMB	LIFT	MOTOR	FINISH
4	COM HD										4	

We hereby submit specifications and estimates for:	AMOUNT
4 Commercial Rolling door operators Heavy duty Design, for Insulated Door with / safety sensor's and Button.	4,120.00 EACH
<i>50% Deposit Required</i>	
INSTALLATION <input checked="" type="checkbox"/>	SUB: 16,480
SERVICE <input type="checkbox"/>	TAX: _____
	TOTAL: 16,480
	DEPOSIT: _____
Payment to be made as follows:	BALANCE: _____
ADCT. _____ C.O.D. <input checked="" type="checkbox"/>	

I have read and agree to the terms and conditions of this contract. The purchaser to the above described work the purchase price thereof. IN THIS EVENT THE SERVICES OF AN ATTORNEY ARE REQUIRED TO COLLECT PAYMENT OF THE PURCHASE PRICE. THE PURCHASER AGREES TO PAY INTEREST AT THE HIGHEST LEGAL RATE, PLUS REASONABLE ATTORNEY'S FEES FOR THOSE SERVICES RENDERED TO THE SELLER IN THE COLLECTION OF THE ABOVE SUM. The purchaser shall read the above obligations as part of the condition of the purchase. Note (this proposal may be withdrawn by us if not accepted within _____ days. _____ will not perform or be responsible for any connections or reinstallation of storm equipment or any electrical work when installing a garage door or garage door opener.

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 stated above.

Date of Acceptance: _____ Signature: _____

G & G Garage Doors, Corp. - WARRANTY AND WARRANTY POLICY
 On all new installation 1 year warranty on materials defects and labor from the date of installation. On service labor 30 days warranty. On new parts replaced, 90 days warranty. All warranty work will be performed between regular hours Monday thru Friday as soon as possible at the discretion of the Company. Our warranty does not cover damage or failure caused by Acts of God, misuse, abnormal usage, improper maintenance or any repairs other than those provided.

OIG 19-009-M

EXHIBIT 41

Estimate

PROFESSIONAL GARAGE ROLLING DOORS, INC
 732 SW 2 AVENUE
 HALLANDALE, FL 33009
 PHONE: 786-597-1057
 FAX: 954-454-4084

Name/Address
CITY OF DANIA BEACH FL 33004 1201 STERLING RD

Date	Estimate No.
08/28/18	2842

Item	Description	Quantity	Cost	Total
1002	FURNISH AND INSTALL A NEW COMMERCIAL MANARA'S GEAR/HERTZ 3/4 HP OPERATOR WITH INCORPORATED CHAIN RELESE CLUTCH, SAFETY PHOTOCELL SENSOR , 3 STAGE WALL BUTTON AND COMPLETE HARDWARE PRICE INCLUDES MATERIALS AND INSTALLATION ONE YEAR WARRANTY Out-of-state sale, exempt from sales tax	4	3,800.00	15,200.00T
			0.00%	0.00
FIDEL TORRES 786-333-5403			Total	\$15,200.00

OIG 19-009-M

EXHIBIT 42

OIG 19-009-M

EXHIBIT 43



A TOP GARAGE DOOR



24 HOUR EMERGENCY TEL 786-224.9176

1475 WEST 39 PL #201 HIALEAH, FL 33012

THIS PROPOSAL BECOMES A CONTRACT WHEN EXECUTED BY YOU AND ACCEPTED, TOP GARAGE DOOR.



- ESTIMATE
- ORDER
- APPROXIMATE DELIVERY DATE

WORK ORDER NO.	INVOICE NO. 7561	INVOICE DATE 09/10/18	CUST PO. NO.	DATE
----------------	---------------------	--------------------------	--------------	------

SOLD TO: DANIA BEACH CITY

SHIP Legal Description TO:

QTY.	MODEL	WIDTH	HEIGHT	LIFT TYPE	SFC HIGH	PANELS WIDE	GLASS	LOCK	SPRING	FINISH	PRICE NET
											80% DEPOSIT REQUIRED ON ALL ORDERS
INSTALL 4 NEW MANARA'S MOTORS ,SENSORS SYSTEM											\$ 4265.00 each
PUSH BUTTON AND HARDWARE											
											Total: \$17060.00
											CONTRACT ACCOUNT <input checked="" type="checkbox"/> COD <input checked="" type="checkbox"/>

* COD BALANCES MUST BE PAID TO TECHNICIAN UPON COMPLETION OF INSTALLATION OR SERVICE

- 30 Days Warranty
- 60 Days Warranty
- One Year Warranty

Customer accepts terms and conditions.

PURCHASER'S SIGNATURE

DATE OF ACCEPTANCE

Bus. Pk: _____

Job Pk: _____

Est: _____

Order: _____

SALES REPRESENTATIVE

Terms: Payment is due at completion of installation and/or services rendered. Buyer agrees to pay a \$25.00 fee plus a 10% premium of any outstanding balance remaining after 30 days from the date of completion. Buyer further agrees to pay all cost of collection including reasonable attorneys fees. A charge of \$25 will be added to all checks returned.

Warranty is only available on installations billed for a minimum of \$75.00 for labor. Then warranty is offered for 36 months, unless extended warranty is purchased at time of installation and/or services rendered.

All warranty work will be performed during normal business hours only.

*Any Retainers or Cancellations after signing contract will be subject to pay a 20% percent restocking fee of the total job cost.

THANK YOU FOR YOUR BUSINESS

OIG 19-009-M

EXHIBIT 44

From: [lori brave](#)
To: [Jose Urtecho](#)
Subject: Fw: New Document - 11-Sep-2018, 17:10
Date: Wednesday, September 12, 2018 8:42:00 AM
Attachments: [New Document 11-Sep-2018 17-10-17.pdf](#)

Hi honey,

I received this email for you.
oxoxox

Lori A. Urtecho
Have a nice day! 

----- Forwarded Message -----

From: Fidel Torres <fideltorres03@gmail.com>
To: "Labraveone@yahoo.com" <Labraveone@yahoo.com>
Sent: Tuesday, September 11, 2018, 7:32:00 PM EDT
Subject: New Document - 11-Sep-2018, 17:10



A TOP GARAGE DOOR



24 HOUR EMERGENCY TEL 786-224.9176

1475 WEST 39 PL #201 HIALEAH, FL 33012

THIS PROPOSAL BECOMES A CONTRACT WHEN EXECUTED BY YOU AND ACCEPTED, TOP GARAGE DOOR.



- ESTIMATE
- ORDER
- APPROXIMATE DELIVERY DATE

WORK ORDER NO.	INVOICE NO. 7561	INVOICE DATE 09/10/18	CUST PO. NO.	DATE
----------------	---------------------	--------------------------	--------------	------

SOLD TO: DANIA BEACH CITY

SHIP Legal Description TO:

QTY.	MODEL	WIDTH	HEIGHT	LIFT TYPE	SFC HIGH	PANELS WIDE	GLASS	LOCK	SPRING	FINISH	PRICE NET
											80% DEPOSIT REQUIRED ON ALL ORDERS
INSTALL 4 NEW MANARA'S MOTORS ,SENSORS SYSTEM											\$ 4265.00 each
PUSH BUTTON AND HARDWARE											
											Total: \$17060.00
											CONTRACT ACCOUNT <input checked="" type="checkbox"/> COD <input type="checkbox"/>

* COD BALANCES MUST BE PAID TO TECHNICIAN UPON COMPLETION OF INSTALLATION OR SERVICE

- 30 Days Warranty
- 60 Days Warranty
- One Year Warranty

Customer accepts terms and conditions.

PURCHASER'S SIGNATURE

DATE OF ACCEPTANCE

Bus. Pk: _____

Job Pk: _____

Fax: _____

Owner: _____

SALES REPRESENTATIVE

Terms: Payment is due at completion of installation and/or services rendered. Buyer agrees to pay a \$25.00 fee plus a 10% premium of any outstanding balance remaining after 30 days from the date of completion. Buyer further agrees to pay all cost of collection including reasonable attorneys fees. A charge of \$25 will be added to all checks returned.

Warranty is only available on installations billed for a minimum of \$75.00 for labor. Then warranty is offered for 36 months, unless extended warranty is purchased at time of installation and/or services rendered.

All warranty work will be performed during normal business hours only.

*Any Retainers or Cancellations after signing contract will be subject to pay a 20% percent restocking fee of the total job cost.

THANK YOU FOR YOUR BUSINESS

OIG 19-009-M

EXHIBIT 45

DATE	INVOICE NO.	DESCRIPTION	NET AMOUNT
09/28/2018	4690	PS GARAGE DOOR INSTALLATION 001-39-01-539-62-10 - Buildings Buildings 4,754.56 402-35-02-535-46-10 - Repair & Maint. Services Equipment 1,444.00 403-38-01-538-46-40 - Repair & Maint. Services Buildings 9,001.44	15,200.00

Total: \$15,200.00



City of Dania Beach
 100 W. Dania Beach Blvd.
 Dania Beach, FL 33004
 Operating Account
 Protected by Positive Pay

SunTrust Bank
 501 E Las Olas Blvd
 FORT LAUDERDALE, FL 33301

63-215
 631

151252

Date	Amount
10/18/2018	\$15,200.00

Void after 90 Days

PAY Fifteen Thousand Two Hundred and 00/100 Dollars

TO THE ORDER OF

PROFESSIONAL G ROLLING DOORS
 732 SW 2ND AVE
 HALLANDALE, FL 33009

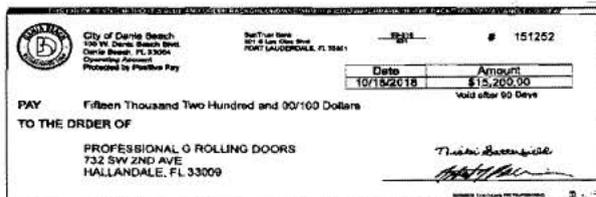
Nicki Sattenfield

[Signature]

Image Details

Date	Sequence Number	Account Number	Amount	Serial Number
10/22/2018	74220924	100016092	\$15,200.00	151252

Front Image



Back Image



Print

Invoice

PROFESSIONAL GARAGE ROLLING DOORS, INC
 732 SW 2 AVENUE
 HALLANDALE, FL 33009
 PHONE: 786-597-1057
 FAX: 954-454-4084

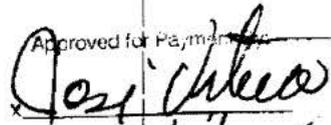
Date	Invoice No.
09/28/18	4690

Bill To:
 CITY OF DANIA
 BEACH FL 33004
 1201 STERLING RD

Terms

Ship To
 100 WEST
 DANIA BEACH
 BLVD 33004

Item	Description	Quantity	Rate	Amount
1002	FURNISH AND INSTALL A NEW COMMERCIAL MANARA'S GEAR/HERTZ 3/4 HP OPERATOR WITH INCORPORATED CHAIN RELESE CLUTCH, SAFETY PHOTOCCELL SENSOR , 3 STAGE WALL BUTTON AND COMPLETE HARDWARE PRICE INCLUDES MATERIALS AND INSTALLATION ONE YEAR WARRANTY Out-of-state sale, exempt from sales tax	4	3,800.00	15,200.00
			0.00%	0.00
	FIDEL TORRES 786-333-5403			

Approved for Payment

 10/01/2018

Signature: _____
 Interest rate of 2% per month (24% annual rate will be added to unpaid balance for 30 days that payment is past due until paid in full. In the event seller requires an attorney to collect unpaid balance. Purchaser agrees to pay all attorney's fees. By accepting materials buyer Professional G Rolling Doors will offer a one year warranty in materials and labor. This warranty does not include misused of doors or accidents due to negligence. All warranty service will be performed during regular business hours only. Cancellations of contract will be subject to a 25% restocking fee of the final job cost.

Total	\$15,200.00
Payments/ Credits	\$0.00
Balance Due	\$15,200.00



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**City of Dania Beach
Purchasing Division**

Phone: 954-924-6800

Tax Exempt # 85-8012740099C-9

Reprint Purchase Order #

2018-00000300

Date: 09/25/18

Bill to 1201 Stirling Rd.
DANIA BEACH, FL 33004

Ship to 1201 Stirling Rd.
DANIA BEACH, FL 33004

Vendor 10832 PROFESSIONAL G ROLLING DOORS
PROFESSIONAL G ROLLING DOORS
732 SW 2ND AVE
HALLANDALE, FL 33009

Deliver by
Originated by Antoine Johnson

Email professionalrollingdoors@yahoo.com

TERMS: Freight - FOB Destination Invoices - Paid within 30 days of receipt

Quantity	U/M	Description	Unit Cost	Total Cost
1.0000	EA	Building Maintenance Repair Services	\$15,200.0000	\$15,200.00

Total Purchase Amount \$15,200.00

Authorized Signature: _____



Special Instructions

Estimate

PROFESSIONAL GARAGE ROLLING DOORS, INC
 732 SW 2 AVENUE
 HALLANDALE, FL 33009
 PHONE: 786-597-1057
 FAX: 954-454-4084

Name/Address
CITY OF DANIA BEACH FL 33004 1201 STERLING RD

Date	Estimate No.
08/28/18	2842

Item	Description	Quantity	Cost	Total
1002	FURNISH AND INSTALL A NEW COMMERCIAL MANARA'S GEAR/HERTZ 3/4 HP OPERATOR WITH INCORPORATED CHAIN RELESE CLUTCH, SAFETY PHOTOCCELL SENSOR , 3 STAGE WALL BUTTON AND COMPLETE HARDWARE	4	3,800.00	15,200.00T
	PRICE INCLUDES MATERIALS AND INSTALLATION ONE YEAR WARRANTY Out-of-state sale, exempt from sales tax		0.00%	0.00
FIDEL TORRES 786-333-5403			Total	\$15,200.00



A TOP GARAGE DOOR

24 HOUR EMERGENCY TEL 786-224.9176

1475 WEST 39 PL #201 HIALEAH, FL 33012

THIS PROPOSAL BECOMES A CONTRACT WHEN EXECUTED BY YOU AND ACCEPTED, TOP GARAGE DOOR.



- ESTIMATE
- ORDER
- APPROXIMATE DELIVERY DATE

WORK ORDER NO.	INVOICE NO. 7561	INVOICE DATE 09/10/18	CUST PO. NO.	DATE
----------------	---------------------	--------------------------	--------------	------

SOLD TO: DANIA BEACH CITY

SHP Legal Description TO:

QTY.	MODEL	WIDTH	HEIGHT	LIFT TYPE	SFC HIGH	PANELS WIDE	GLASS	LOCK	SPRING	FINISH	PRICE NET
											80% DEPOSIT REQUIRED ON ALL ORDERS
	INSTALL 4 NEW MANARA'S MOTORS ,SENSORS SYSTEM										\$ 4265.00 each
	PUSH BUTTON AND HARDWARE										
											Total: \$17060.00
											CONTRACT ACCOUNT <input type="checkbox"/> COD <input checked="" type="checkbox"/>

* COD BALANCES MUST BE PAID TO TECHNICIAN UPON COMPLETION OF INSTALLATION OR SERVICE

- 30 Days Warranty
- 90 Days Warranty
- One Year Warranty

** Customer accepts terms and conditions.

PURCHASER'S SIGNATURE

DATE OF ACCEPTANCE

Bus. PR:

Job PR:

Fax:

E-mail:

SALES REPRESENTATIVE

** Terms: Payment is due at completion of installation and/or services rendered. Buyer agrees to pay a \$20.00 fee plus a 10% premium of any outstanding balance remaining after 30 days from the date of completion. Buyer further agrees to pay all cost of collection including reasonable attorneys fees. A charge of \$25.00 will be added to all checks returned.

Warranty is only available on installations billed for a minimum of \$75.00 for labor. Then warranty is offered for 30 days, unless extended warranty is purchased at time of installation and/or services rendered.

All warranty work will be performed during normal business hours only.
*Any future or Lawsuits after signing contract will be subject to pay a 20% percent retouching fee of the final job cost.

THANK YOU FOR YOUR BUSINESS

Johnson, Antoine

From: Segal, Adam
Sent: Thursday, September 20, 2018 11:45 AM
To: Johnson, Antoine; Urtecho, Jose
Subject: RE: Garage door motor

Antoine, I think you need to spread the funding. I just spoke to Nicki. Please allocate between the 3 utilities as well.

Thanks
Adam

From: Johnson, Antoine
Sent: Thursday, September 20, 2018 11:42 AM
To: Segal, Adam; Urtecho, Jose
Cc: Satterfield, Nicki; Kaine, Brad
Subject: RE: Garage door motor

Thanks Adam.



Antoine Johnson
Office Manager | City of Dania Beach
ajohnson@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL 33004
Phone: 954-924-6808 x3882 | **Fax:** 954-923-1109

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

From: Segal, Adam
Sent: Thursday, September 20, 2018 11:29 AM
To: Johnson, Antoine; Urtecho, Jose
Cc: Satterfield, Nicki; Kaine, Brad
Subject: RE: Garage door motor

Check 3901-539-62-10

From: Johnson, Antoine
Sent: Thursday, September 20, 2018 11:28 AM
To: Segal, Adam; Urtecho, Jose
Cc: Satterfield, Nicki; Kaine, Brad
Subject: RE: Garage door motor

Great! Searching mow.



Antoine Johnson
Office Manager | City of Dania Beach
ajohnson@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL 33004
Phone: 954-924-6808 x3882 | **Fax:** 954-923-1109

DANIA BEACH
SEAT. LIVE IT. LOVE IT.

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

From: Segal, Adam
Sent: Thursday, September 20, 2018 11:28 AM
To: Johnson, Antoine; Urtecho, Jose
Cc: Satterfield, Nicki; Kaine, Brad
Subject: RE: Garage door motor

Can come from GF too.

From: Johnson, Antoine
Sent: Thursday, September 20, 2018 11:26 AM
To: Segal, Adam; Urtecho, Jose
Cc: Satterfield, Nicki; Kaine, Brad
Subject: RE: Garage door motor

Hi Adam,

Please see attached as requested.

Thank you,



Antoine Johnson
Office Manager | City of Dania Beach
ajohnson@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL 33004
Phone: 954-924-6808 x3882 | **Fax:** 954-923-1109

DANIA BEACH
SEAT. LIVE IT. LOVE IT.

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

From: Segal, Adam
Sent: Thursday, September 20, 2018 11:20 AM
To: Urtecho, Jose
Cc: Satterfield, Nicki; Johnson, Antoine; Kaine, Brad
Subject: Garage door motor

Jose,
please send over the 3 quotes for review.

Thanks
Adam



Adam Segal CPA, CFE, FCCA

Assistant Finance Director | City of Dania Beach

asegal@daniabeachfl.gov | daniabeachfl.gov

100 W Dania Beach Blvd. | Dania Beach, FL 33004

Phone: 954-924-6800 ext. 3620 | Fax: 954-922-5619

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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Johnson, Antoine

From: Segal, Adam
Sent: Monday, October 15, 2018 1:36 PM
To: Johnson, Antoine
Cc: Satterfield, Nicki
Subject: Garage door repair

Importance: High

Hi Antoine,

Looking at the P.O I see that you were not consistent with the account codes being used in the different fund.

Please use the following accounts in General Fund and Sewer for the PO. Storm water is fine and I have processed and approved the entry.

402-35-01-46-40
001-39-01-46-40

Thanks
Adam



Adam Segal CPA, CFE, FCCA

Assistant Finance Director | City of Dania Beach

asegal@daniabeachfl.gov | daniabeachfl.gov

100 W Dania Beach Blvd. | Dania Beach, FL 33004

Phone: 954-924-6800 ext. 3620 | **Fax:** 954-922-5619

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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OIG 19-009-M

EXHIBIT 46

From: [Ondina Torres](#)
To: [Jose Urtecho](#)
Subject: Motor quote
Date: Friday, September 28, 2018 4:45:44 PM
Attachments: [Est_1314_from_Remote_Access_Sales_Inc..3824.pdf](#)

[Sent from Yahoo Mail on Android](#)

Remote Access Sales

7770 NW 23rd Avenue
 Miami, Florida 33147
 WWW.REMOTEACCESSMIAMI.COM
 Tel# 786-318-3113 Fax# 786-318-3114

Estimate

Date	Estimate #
9/28/2018	1314

Name / Address
Professional G Rolling Drs FIDEL 732 SW 2nd Ave Hallandale, FL 33009

Project

Item	Description	Qty	Cost	Total
MAN-OGH-6113-...	OPERA-GH 3/4 HP 115V 1-PHASE INVERTABLE	3	690.00	2,070.00
MAN-BRACKET...	WALL MOUNTING STUD BRACKET	4	44.30	177.20
			Total	\$2,247.20

Customer Signature _____

OIG 19-009-M

EXHIBIT 47

Remote Access Sales Inc.

The Official One Stop Shop for All Your Fence Supplies

7770 NW 23rd Avenue
 Miami, Florida 33147
 WWW.REMOTEACCESSMIAMI.COM
 Tel# 786-318-3113 Fax# 786-318-3114

Invoice

Date	Invoice #
10/23/2018	156031

Bill To
 City Of Dania Beach

PAID
 10/23/2018

Ship To
 403-38-01-538-~~XXXX~~
 46-40

P.O. Number	Terms	Due Date	Rep	Account #	Via	F.O.B.
		10/23/2018				

Quantity	Item Code	Description	Price Each	Amount
3	MAN-OGH-6113-...	OPERA-GH 3/4 HP 115V 1-PHASE INVERTABLE	690.00	2,070.00
4	MAN-BRACKET...	HOOD MOUNTING CAST ANGLE BRACKET MS	47.30	189.20

[Handwritten Signature]
 11/07/2018

All customers must count the quantities of merchandise that is loaded on their trucks. Remote Access Sales is not responsible for missing quantities

VISIT OUR CATALOG ONLINE AT
 WWW.REMOTEACCESSMIAMI.COM

SEND PAYMENTS TO:
 Remote Access Sales
 P.O. Box 472291
 Miami, FL 33247

Subtotal	\$2,259.20
Sales Tax (7.0%)	\$0.00
Total	\$2,259.20
Payments/Credits	-\$2,259.20
Balance Due	\$0.00

Customer's signature acknowledges receipt of merchandise described above in good condition unless otherwise noted.

Customer Signature _____ Date: _____

R.A.S., Inc is not responsible for equipment installed by non certified installers

**ALL SALES ARE FINAL (Electrical)
 NO RETURNS ON ELECTRONICS. 15% RESTOCKING CHARGE ON RETURNS**

A finance charge of 1 1/2 % per month which is an annual percentage of 18% will be charged on past due accounts, plus all attorney fees and court cost incurred during collection. Terms net 15 days. No returns on materials. All sales final.

OIG 19-009-M

EXHIBIT 48

Riviere, Joseph

From: Professional Garage Rolling Doors via Square <receipts@messaging.squareup.com>
Sent: Friday, February 16, 2018 2:27 PM
To: Riviere, Joseph
Subject: Receipt from Professional Garage Rolling Doors

~~Fire Department~~ city Hall

Now when you shop at sellers who use Square, your receipts will be delivered automatically.

[Not your receipt?](#)

02/16/2018



José Vintea
3/7/2018

\$1,814.80

Custom Amount	\$1,814.80
Total	\$1,814.80

00139025394640

Professional Garage Rolling Doors
786-333-5403

Visa 9505 (Keyed)



Feb 16
2018
at 2:11

OIG 19-009-M

EXHIBIT 49

CC# 01-9963-FX
Licensed & Insured



Fencing

5817 Lee St.
Hollywood, FL 33021

(701)
Free Estimates
Fax: 954-962-9531
Darrell Sain 954-445-8560

INVOICE

BILLED TO: <i>City of Dania Beach</i>	SHIPPED TO: <i>NE 2nd St</i>
ADDRESS	ADDRESS <i>City Station #6</i>
CITY, STATE, ZIP	CITY, STATE, ZIP

CUSTOMER ORDER	SALESPERSON	TERMS	VIA	F.O.B.	DATE <i>5/31/18</i>
----------------	-------------	-------	-----	--------	------------------------

*INSTALL 1-10' Double GATE
string to - Reset 84' of 6'
PVC Fence*

2400⁰⁰

Total Due 2400⁰⁰

PAID

Approved for Payment By:

[Signature]

[Signature]
402-3502-535-5220

OIG 19-009-M

EXHIBIT 50

Subject: Fw: D and R FENCING ENTERPRISES - Transaction Receipt for \$2,450.00
From: Washington, Willis (wwashington@daniabeachfl.gov)
To: williswashington2nd@yahoo.com;
Date: Tuesday, July 10, 2018 1:40 PM

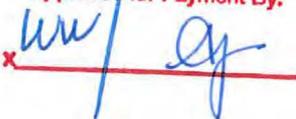
From: Washington, Willis
Sent: Tuesday, July 10, 2018 1:20 PM
To: Rivera, Jackie
Subject: Fw: D and R FENCING ENTERPRISES - Transaction Receipt for \$2,450.00

From: DoNotReply@billing-notification.com <DoNotReply@billing-notification.com>
Sent: Wednesday, June 27, 2018 3:56 PM
To: Washington, Willis
Subject: D and R FENCING ENTERPRISES - Transaction Receipt for \$2,450.00

Term ID: 001

Sale - Approved

Date: 06/27/18 Time: 15:45:59
Card Type: Visa Time Zone: EDT
Entry Method: Manual
Card #: XXXXXXXXXXXXXXX8035

Approved for Payment By:


Invoice #: 000015
Approval Code: 043106
AVS Resp: Z
Lane ID: 2051

Item Qty	Amount	Total Amount
	Base Amount	\$2,450.00

Amount \$2,450.00

OIG 19-009-M

EXHIBIT 51

Johnson, Antoine

From: Stevens, Tania
Sent: Monday, August 06, 2018 8:16 AM
To: Urtecho, Jose
Cc: Greene, Darren; Guzman, Yeimy; Johnson, Antoine
Subject: P-Card Credit Transactions - D & R Fencing
Attachments: DARREN GREENE - JUNE 2018 STATEMENT.pdf; DARREN GREENE - 08-06-18.pdf

Good morning Jose,

A few weeks ago, you mentioned that two transactions on Darren's June statement would be credited back to the account because D & R Fencing processed the charges by mistake.

Per the attached, the following two transactions have been credited back to Darren's p-card:

08/03 08/02 D & R FENCING ENTERPRI - 2,400.00
08/03 08/02 D & R FENCING ENTERPRI - 2,490.00

Darren: Please include this email and supporting documentation as backup when entering your August 2018 P-card batch.

Thank you,



DANIA BEACH
SEA IT LIVE IT LOVE IT.

Tania Stevens
Senior Accountant | City of Dania Beach
tstevens@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6800 ext. 3671 | **Fax:** 954-922-5619

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

Approved for Payment By:

#402-3502 -535 -5220

Account Details for DARREN GREENE (471529*****7888)

PRINT

Statement Cycle: Current

D & R FENCING ENTERPRISE (\$2,400.00)

Posted: 8/3/2018
Occurred: 8/2/2018
Location: DUNNELLON FL 000034432

MCC: 1799
MCC Description: SPECIAL TRADE CONTRACTORS
Memo:

Original Amount: 2,400
Currency Desc: US Dollar (840)
Conversion Rate: 1.000000000
Billed Amount: (2,400.00)

D & R FENCING ENTERPRISE (\$2,490.00)

Posted: 8/3/2018
Occurred: 8/2/2018
Location: DUNNELLON FL 000034432

MCC: 1799
MCC Description: SPECIAL TRADE CONTRACTORS
Memo:

Original Amount: 2,490
Currency Desc: US Dollar (840)
Conversion Rate: 1.000000000
Billed Amount: (2,490.00)

Approved for Payment By:


OIG 19-009-M

EXHIBIT 52

OIG 19-009-M

EXHIBIT 53

CC# 01-9963-FX
Licensed & Insured



Fencing

5817 Lee St.
Hollywood, FL 33021

738

Free Estimates
Fax: 954-962-9531
Darrell Sain 954-445-8560

INVOICE

BILLED TO: <i>City of Dania Beach</i>				SHIPPED TO: <i>Lift Station #3</i>			
ADDRESS				ADDRESS			
CITY, STATE, ZIP				CITY, STATE, ZIP			
CUSTOMER ORDER	SALESPERSON	TERMS	VIA	F.O.B.	DATE		
					<i>9/4/18</i>		
<i>Remove & Reinstall 6' High PVC Fencing Recement Post 1 - new 10' Double Gate & Post</i>							
<i>2000⁰⁰</i>							
<i>Total: 2000⁰⁰</i>							
<i>Approved for Payment By: <u>José Vite</u> 9/12/2018</i>							

OIG 19-009-M

EXHIBIT 54

OIG 19-009-M

EXHIBIT 55

OIG 19-009-M

EXHIBIT 56

DATE	INVOICE NO.	DESCRIPTION	NET AMOUNT
09/04/2018	737	REMOVE & INSTALL/LIFT STATION#2 403-38-01-538-46-50 - Repair & Maint. Services Grounds 2,400.00	2,400.00
09/04/2018	738	REMOVE & REINSTALL/LIFT STATION#3 403-38-01-538-46-50 - Repair & Maint. Services Grounds 2,000.00	2,000.00
09/04/2018	750	REMOVE & REPLACE/LIFT STATION#6 403-38-01-538-46-50 - Repair & Maint. Services Grounds 2,300.00	2,300.00
09/04/2018	751	REINSTALL/lift station #12 403-38-01-538-46-50 - Repair & Maint. Services Grounds 800.00	800.00

HOLD FOR PUBLIC SERVICES

Total: \$7,500.00



City of Dania Beach
 100 W. Dania Beach Blvd.
 Dania Beach, FL 33004
 Operating Account
 Protected by Positive Pay

SunTrust Bank
 501 E Las Olas Blvd
 FORT LAUDERDALE, FL 33301

63-215
 631

151107

Date	Amount
09/20/2018	\$7,500.00

Void after 90 Days

PAY Seven Thousand Five Hundred and 00/100 Dollars

TO THE ORDER OF

D & R FENCING
 13192 SW 84 LANE
 DUNNELLON, FL 34432

Nicki Satterfield

[Signature]

OIG 19-009-M

APPENDIX A



October 31, 2022

Via Email: inspectorgeneral@broward.org
Broward Office of the Inspector General (OIG)
One North University Drive, Suite 111
Plantation, FL 33324

Attention: John W. Scott, Inspector General

Re: OIG Preliminary Report Ref. No. OIG 19-009-M

Dear Mr. Scott:

The City of Dania Beach has reviewed the report of the Inspector General as to the Investigation Ref. No.: 19-009-M. In accordance with Section 10.01(D)(2)(a), of the Broward County Charter, the City has chosen to provide a written response to the findings.

Pursuant to the OIG Report, the OIG has determined that Jose Urtecho, the former Public Works and Utilities Manager, misused his position to rig procurements to benefit himself and other persons. Below is a synopsis of the City's actions after receiving the OIG's preliminary report.

By way of background, it is important to note that the OIG previously conducted an investigation of the City's procurement policies and procedures and issued a report (OIG Report 17-010) on May 1, 2019, finding that procurement was not adhered to in relation to the Consultants Competitive Negotiation Act (CCNA), for procurements made through the Public Services Department.

That initial investigation triggered many changes to how the City procures services. Additionally, it is important to note, that on March 13, 2019, the City hired a new City Manager, who received the original OIG investigation and immediately took action. Amongst her first actions as City Manager, she terminated the Public Services Director, Assistant Public Services Director, and also, Mr. Urtecho's employment was terminated on May 31, 2019. His position at that time was of Interim Public Services Director and Utility Manager.

Thereafter, the City Manager, on November 4, 2019, hired a new Finance Director, Frank DiPaolo. Under his tenure, the City has received awards for its financial statements and has twice now won the Budget Award from the GFOA (Government Finance Officers Association) for FYI 2020 and 2021. Mr. DiPaolo is also the President Elect for the Florida Government Finance Officer's Association.

Also, in response to the original OIG report, the City created the position of Procurement Administrator. As of March 2020, Ms. Sasha Ramos was hired for the position. Ms. Ramos is NIGP-CPP (Certified Procurement Professional – National Institute of Government Purchasing) certified. She has introduced “best practices” and drafts all ITB, RFQ and RFPs. The City Attorney then reviews all draft solicitations before issuance. All selection committee members are required to comply with the procurement standards contained in the procurement document. Further, the City has continued to professionalize its procurement department and has hired a new Deputy Finance Director and filled several other positions. Moreover, as to smaller procurements that do not require a formal solicitation, the City Manager requires staff to prepare an official memorandum, with all back up attached relating to quotes for services under \$25,000.00. All quotes must be included as an attachment to the memorandum. Additionally, the City Attorney's office reviews the small purchase procurements prior to the Manager's review and sign-off.

Further, under the new administration of Ms. Garcia, the City has hired a new Information Technology (“IT”) Director, a new Parks Director and Deputy Parks Director, a new Community Development Director and Deputy Director, a Chief of Staff to the Elected Officials, and several other material staff changes. All these new employees have been trained under the new administration to adhere to the City's procurement manual and best practices.

Additionally, the City hired an Assistant City Attorney (me) on March 4, 2020, who later became the City Attorney on January 3, 2022. As the new City Attorney, upon receiving the current OIG investigation, I immediately communicated with the City Manager and we jointly agreed that we should confirm that procurement was properly adhered to with the vendors, since the findings of the OIG report relating to procurement with Mr. Urtecho (since his termination May 31, 2019).

In an abundance of caution, based upon the OIG preliminary investigation 2019-09, the current administration has issued a directive that the companies investigated in the OIG report could no longer do business with the City. Enclosed as Exhibit A is a copy of the City Attorney's email dated October 5, 2022 advising all directors of the preclusion list. Those companies are as follows: AAA Assassins Enterprises LLC; Professional Garage Rolling Doors, Inc.; Decota Construction Inc; and D&R Fencing Corp.

The City has not done business with AAA Assassins Enterprises, LLC since April 2019. Professional Garage Rolling Doors, Inc. and D&R Fencing Corporation have not done business with the City since September 2018.

The City has used Decota Construction, Inc. over the past several years. To ensure that there are no issues with current procurement relating to Decota the City Manager requested that my office review all the procurement with Decota Construction, Inc., whose principal is Hossein Jafarmadar, Sr., a/k/a Joe Decota. Our office has reviewed all procurement with Decota Construction, Inc., since 2021 and through the present. In each case, where the threshold exceeded \$25,000, staff prepared a resolution that went to the City Commission to authorize the expenditures and the City's procurement policies have been complied with as to the actual procurement. In each procurement under \$25,000, the applicable department timely prepared a purchasing memorandum to the City Manager to authorize the expenditure, and the appropriate quotes from at least three vendors were provided as back up to the procurement. Our office will continue to investigate back to 2020 and the remainder of 2019 (beyond the date of termination of Mr. Urtecho) just to be sure that the City's procurement procedures were adhered to with Decota. And, as stated earlier, the City will no longer use Decota in order to assure ourselves and the OIG that there is no collusion with the bad actors or implicit acceptance of the inappropriate acts delineated in the OIG's 2019-09 report.

In conclusion, since 2019 the City has undergone a "renaissance" by hiring highly trained and talented department heads that adhere to the City's procurement policies. All of the bad actors no longer have a relationship with the City and their employment has been terminated. The City has voluntarily cut ties with all of the investigated firms. The City shall continue to do its due diligence to make sure that the City adheres to proper procurement processes going forward.

Very truly yours,

Eve A. Boutsis

Digitally signed by Eve A.
Boutsis
Date: 2022.10.31 15:01:17
-04'00'

Eve A. Boutsis,
City Attorney

EAB;la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa Cruz, ICMA, Deputy City Manager
Frank DiPaolo, Chief Financial Officer

From: [Adams, Lori](#)
To: [Norena, Eleanor](#); [Lajoie, Corinne](#); [Rodriguez, Fernando J.](#); [Ozaydin, Dincer A.](#); [DiPaolo, Frank](#); [Ramos, Sasha](#); [Segal, Adam](#); [Brown, Eric](#); [Waren, Cassi](#); [Schneider, Thomas](#); [Gonzalez, Linda](#)
Cc: [Garcia, Ana](#); [Sosa-Cruz, Candido](#); [Boutsis, Eve A.](#)
Subject: Companies Not to Be Used on Future Bids/Projects
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

ON BEHALF OF EVE BOUTSIS:

The following companies were listed by the Office of Investigator General (“OIG”) as participants in possible violations of City procurement policies and procedures. As such, from this point forward no City department should be utilizing the below companies.

- AAA Assassins Enterprises LLC – Richard Pellegrini (principal)
- Professional Garage Rolling Doors, Inc. – Fidel Torres
- Decota Construction Inc. – Hossein Jafarmadar, Sr./Joe Decota
- D&R Fencing Corp. - David D. Sain, Jr.

I understand we have one pending matter with Decota, which that project is almost complete. As the City Attorney, I request that no personnel discuss this list or discuss our use or nonuse of these firms with any of the firms. The OIG may still be investigating the companies and prior City procurement practices.



Lori Adams
Legal Department Manager | City of Dania Beach
ladams@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone: [954-924-6800](tel:954-924-6800) x3632



Web: daniabeachfl.gov | **App:** [AskDaniaBeach](#)
RISE - Respect, Integrity, Standard of Excellence

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

OIG 19-009-M

APPENDIX B

ASSOULINE & BERLOWE

THE BUSINESS LAW FIRM

213 E. Sheridan Street, Suite 3 • Dania Beach, Florida 33004

Telephone: 954-929-1899 • Facsimile: 954-922-6662

www.assoulineberlowe.com

October 18, 2022

Via E-Mail: InspectorGeneral@Broward.org

Mr. John W. Scott, Inspector General
Broward Office of the Inspector General
One North University Drive, Suite 111
Plantation, FL 33324

Re: OIG Preliminary Report, Ref. No. OIG 19-009-M - Response Letter

Dear Inspector General Scott:

Decota Group, Inc. (“Decota”) and its owner and staff would like to express their deepest appreciation for the Broward Office of the Inspector General (“OIG”), the City of Dania Beach (the “City”), and other investigative agencies for their work in ensuring the City's bidding process is ethical, fair, and fully in compliance with all laws and regulations.

The OIG investigated an employee in the City's public works department, Mr. Urtecho, and issued a Preliminary Report OIG 19-009-M (the “Report”). The Report shows that Mr. Urtecho was involved in receiving kickbacks and improperly using City funds. Please know that Decota has worked for various departments in the City and public work where Mr. Urtecho also works. Decota in the past has had an interaction with Mr. Urtecho in providing Mr. Urtecho with contact information of a garage repair man.

From reviewing the Report, it appears that Mr. Urtecho used City funds to directly pay the garage repair man for work at Mr. Urtecho's home. Decota assisted the OIG with its investigation, and the OIG invited Decota to provide a response to the Report. The following is Decota's response, which Decota hopes further assists the OIG and City in the investigation.

A. Summary of Facts - Mr. Urtecho Used City Funds to Pay for His Personal Garage Repair.

Decota is a long-standing vendor of the City as a general contractor, and the City has often reached out to Decota to do work for the City and to bid on projects. In the course of Decota's work for the City, Decota had never worked with Mr. Urtecho; Decota had merely known that Mr. Urtecho worked for the City, and had seen him present as an employee of the City.

On one occasion, Mr. Urtecho reached out to Decota on his own accord, and asked if Decota had information for anyone that could repair a garage door at his house. Decota was not doing any residential work, nor was Decota doing garage repair work. Decota's owner knew of a

garage repair man, Fidel Torres (“Fidel”), who had had repaired a residential garage door for Decota’s owner. Decota believed that Fidel—who provided residential garage door services—was not or had not done any work for the City. Decota has not worked on any City projects with Fidel.

Decota provided Mr. Urtecho with Fidel’s contact information in the beginning of 2018. This was the total extent of Decota’s involvement with Mr. Urtecho and Fidel. Decota did not know if Mr. Urtecho contacted Fidel or if Fidel did the work. Decota did not ever think of paying for such work, receiving any benefit of such work, or having any involvement whatsoever with Fidel’s repair of Mr. Urtecho’s garage door.

If such work occurred by Fidel, Decota did not instruct or direct anyone to pay for Fidel’s work, and Decota did not know anything regarding any payments or completion of such work. In fully reviewing Decota’s records, Decota did not locate any invoices or payments involving this garage repair. Decota should not have any such invoices, as Decota had absolutely no involvement aside from providing contact information of a garage door repair man. During the FBI’s investigation of Mr. Urtecho, Decota provided full computer access to the FBI, as well as access to Decota’s billing staff. The FBI also could not locate any payment to Fidel for garage repair work related to Mr. Urtecho.

Decota did not know that Fidel had any intention of submitting bids for City work. Decota had no inkling or knowledge that Mr. Urtecho was seeking any discount or benefit from Fidel. Only later, through hearing about the investigation of Mr. Urtecho and reading the Report, did Decota learn about the possible garage repair Fidel did for Mr. Urtecho, as well as Mr. Urtecho paying for Fidel’s garage repair through the City’s funds.

The Report provides documentary evidence of the work and payment that Fidel did for Mr. Urtecho. The Report shows a February 16, 2018 “Square” payment email receipt from Fidel to the City in the amount of \$1,814.80. Report p. 30. Mr. Urtecho signed off on the receipt on March 7, 2018. *Id.* The receipt shows payment by a Visa credit card ending in 9506 via keypad. *Id.* Notably, the City’s Procurement Card (ProCard) uses the Visa credit card. Report Ex. 4. The Report does not show any further investigation regarding the “9506” Visa payment.

The Report shows that Mr. Urtecho and Fidel were completely inconsistent and not credible in their accounts regarding the garage door repair payment. The Report states that OIG showed Fidel the February 2018 receipt to the City in the amount of \$1,814.80, but he did not recall the receipt. Report p. 42. He stated he remembered doing a garage door project for a City employee in the past but could not recall for whom. *Id.* Upon being shown a picture of Mr. Urtecho, Fidel admitted to doing a garage door project personally for Mr. Urtecho, and Fidel stated that the project cost between \$1,200 and \$3,000. Report p. 43. Fidel did not recall how he was paid for the garage door repair at Mr. Urtecho’s home. *Id.* In a later interview, Fidel again stated that the work for Mr. Urtecho cost between \$1,200 and \$3,000. Report p. 44.

The Report makes clear that the garage door repair occurred before Fidel made any bids to the city, as Fidel stated: “While [Fidel] worked at Mr. Urtecho's house, Mr. Urtecho asked [Fidel] if he was interested in doing some commercial work for the city.” *Id.*

The Report states that Fidel asserted that Decota had hired Fidel to do other residential work for Decota around the time that Fidel repaired Mr. Urtecho's garage door. In Fidel's second interview (inconsistent with his first interview), Fidel makes a vague statement that “Decota Construction paid for the work”, wrongfully implying that Decota paid Fidel to repair Mr. Urtecho's garage door. *Id.* Fidel was not asked to explain how Decota could have paid for the work when he issued a Square payment receipt to the City in February of 2018. The Report does not show that Fidel, in the second interview, was questioned regarding the February 2018 proof of payment from the City in the very amount that he estimated the repair project cost. Fidel did not provide any receipt, invoice, or proof of payment issued to Decota. Fidel was not asked why he would receive double payment, one from Mr. Urtecho through a City credit card (which there is documentary proof of payment), and one from Decota (which lacks any proof of payment).

Contradicting Fidel's account that the garage repair occurred before Fidel did any City work, the Report provides an interview with Mr. Urtecho, who stated that Fidel replaced two springs on Mr. Urtecho's garage door in September 2018, around the time of a City contract that was awarded to Fidel. Report p. 38. Mr. Urtecho claimed that Fidel said that Decota paid for the work, so Fidel told Mr. Urtecho that he did not have to pay. *Id.* Mr. Urtecho estimated that the spring replacement was worth \$250.00. *Id.* The Report does not explain why Mr. Urtecho was not confronted with his February 2018 payment for Fidel for \$1,814.80, which occurred well before any work Fidel completed for the City. Mr. Urtecho did not state or explain if and how Decota received any benefit from the garage repair work by Fidel at Mr. Urtecho's residence. Aside from Mr. Urtecho's statement that "Fidel said" that "Decota said" it paid for the work, Mr. Urtecho did not state that Decota was at all involved with payment for the garage repair, nor did Mr. Urtecho state that Decota received benefit in any form from Mr. Urtecho.

The Report states that Fidel ultimately was awarded two garage installation projects for the City: (1) garage installation at a fire house in July of 2018 (“Fire House Job”), which Fidel issued an invoice to the City for \$11,450, for which the City paid for via check. Report p. 24; and (2) garage installation at a warehouse in the amount of \$15,200.00 (“Warehouse Job”). Fidel issued a paper invoice/estimate for the Warehouse Job, which the City paid for via check. Report p. 24; Report Ex. 41.

Decota was not aware that Fidel bid for or was rewarded the Fire House Job and the Warehouse Job. Decota did not receive any benefit whatsoever from Fidel, Mr. Urtecho, or the City, regarding Decota's mere providing contact information of a garage repair man to Mr. Urtecho.

B. The Report Should Be Revised to Show the Proper Conclusion that Mr. Urtecho Used City Funds to Pay for His Personal Garage Repair, and that Decota Has No Connection to the Improper Bidding Involving Mr. Urtecho and Fidel.

The Report contains a conclusion that “We also determined that [. . .] Decota Construction, Inc., at Mr. Urtecho’s suggestion, provided Mr. Urtecho with the personal benefit or gift of a garage door repair at his residence worth at least \$250.00, which he accepted but did not pay for.”

The Report relies on the following for its conclusion: “Later in his interview, however, [Fidel] said that he believed he invoiced Decota Construction for this job at a cost of approximately \$1,000.00, and that Decota Construction paid it.” The Interview Summary of Fidel does not contain any mention of a \$1,000 invoice Fidel “believed” he invoiced to Decota, so it is unclear where this fact came from. It is also unclear how any conclusion could be made without any documentary proof of a “believed” invoice, particularly in the face of an actual payment from the City to Fidel in February 2018 in the amount that Fidel estimated the repair work would cost.

The conclusion that Decota provided Mr. Urtecho with a personal benefit or gift is unsupported by any credible evidence. As shown above, Decota merely provided Mr. Urtecho with the contact information of a garage repair man, Fidel. The City records show that in February 2018, Mr. Urtecho signed off on a City receipt of a Visa payment to Fidel in the very amount that Fidel estimated the garage door repair for Mr. Urtecho cost. The City has possession of this very payment receipt. Mr. Urtecho never stated that he received any payment or benefit from Decota.

In Fidel's first interview in the Report, he could not provide any explanation for a City payment of \$1,814.80 to him in February of 2018 (well before Fidel was awarded any jobs with the City in July-September of 2018), despite recalling doing the garage repair work for Mr. Urtecho. Fidel did not make any mention of Decota in his first interview.

In Fidel’s second interview, when he now understood that he was subject of an investigation involving the jobs Mr. Urtecho awarded Fidel, Fidel now changed his story. Fidel made the self-serving and unsupported statement that he “believed” he invoiced Decota for the garage repair. Even in the second interview, Fidel could not provide any explanation for the documentary proof of Mr. Urtecho's \$1,814.80 payment to Fidel using City funds, which is within the range of the amount he initially admitted the repair work for Mr. Urtecho would cost. Fidel does not provide any proof of any payment, receipt, invoice, or other record from Decota.

The Report further concludes that “At Mr. Urtecho’s Suggestion, Decota Construction and PGRD Provided Mr. Urtecho with a Free Garage Door Repair at His Residence.” Report. p. 29. This conclusion is unwarranted, as the City’s evidence shows that Mr. Urtecho directed

payment through the City to Fidel for the garage door repair. It is unclear how there was any free garage door repair involving Decota, as Mr. Urtecho paid Fidel directly through the City.

Mr. Decota's Interview Summary should also be revised. The Report states that "Mr. Decota was aware that Mr. Urtecho 'had an issue' and some people said that 'he favored people.' Mr. Decota heard rumors that Mr. Urtecho may have been 'getting bribes,' but he did not know any specifics." Report p. 44. The Report places this statement before citing the facts that Mr. Decota provided Mr. Urtecho with the contact information of the garage repair man, Fidel, implying that Decota was possibly currying favor. This implication should be removed from the Report. At the time that Decota provided Fidel's contact information, Decota had no knowledge of any favoritism or bribes that Mr. Urtecho was engaged in. Decota only learned of Mr. Urtecho's issues well after providing the contact information. Had Decota heard of any issues with Mr. Urtecho earlier, Decota would have never had any contact with Mr. Urtecho, never mind providing Mr. Urtecho with the contact information of a garage repair man.

The Report also states in the Interview Summary that Decota did not recall invoicing Mr. Urtecho, but "it was possible." Again, Decota did not intend to pay or have any knowledge of payments for Mr. Urtecho's garage door repair. Decota only initially stated that there was a possibility of payment of some invoice because Decota is working on many jobs, handling many invoices, and an improper invoice could possibly have been submitted to Decota's payment department, and such invoice could have been incorrectly paid. To reiterate, Decota never instructed anyone to pay anyone or any invoice for the purported garage door repair that Fidel performed for Mr. Urtecho. Decota never saw, knew, or located any invoice or payment related personally to Mr. Urtecho.

C. Conclusion

The Report should revise its conclusions, as the evidence conclusively shows that Mr. Urtecho paid Fidel using City funds in February 2018 (before any awarded jobs) for Mr. Urtecho's personal garage repairs. The Report should further conclude that the evidence conclusively shows that Decota merely provided the contact information of Fidel to Mr. Urtecho, and Decota received no benefit whatsoever for providing such contact information. Lastly, the Report should find that Fidel's statement that Decota paid for the garage repair is self-serving and lacks credibility, and that such statement is false in light of the documentary proof of City funds Mr. Urtecho used to pay Fidel in February 2018.

Broward Office of the Inspector General
Mr. John W. Scott, Inspector General
October 18, 2022
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Decota thanks the OIG for the thorough and well-supported Report, and Decota hopes this response can further assist the OIG in its investigation and conclusions.

Sincerely,

/s/ Kevin D. Klagge _____
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KDK/ah
Enclosure