



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Agenda for the November 15, 2013
Regular Town Council Meeting called for 7:00 P.M.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. PRESENTATIONS / TOWN PROCLAMATIONS

Recognition of Officer of the Quarter

E. MOTION TO SET THE AGENDA

ADDITIONS/ DELETIONS/ REMOVAL OF ITEMS FROM CONSENT
AGENDA/ AND CHANGES TO AGENDA

F. TOWN BOARD/COMMITTEE REPORTS

Beach Committee

Beautification Committee

Building Regulation Advisory Board – memo to be read into the record from
Chairman Jerome Hollo

Comprehensive Planning Board

Recreation Committee

Security/Public Safety Committee

Youth Leadership Committee

G. GOOD AND WELFARE

H. MAYOR'S REPORT

I. COUNCIL COMMENTS

J. TOWN MANAGER REPORT

K. TOWN ATTORNEY REPORT

L. ORDINANCES – SECOND READING

None

M. ORDINANCES - FIRST READING

None

N. QUASI JUDICIAL RESOLUTIONS

None

O. CONSENT AGENDA

- 1. Minutes of the September 25th, 2013 Final Budget Hearing & Special Town Council Meeting**
- 2. Minutes of the October 15th, 2013 Regular Town Council Meeting**
- 3. A Resolution of the Town Council Approving a Contract with Miami-Dade County for a Records Improvement Project.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A CONTRACT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF GOLDEN BEACH FOR A RECORDS IMPROVEMENT PROJECT; AUTHORIZING AND DIRECTING THE TOWN MAYOR TO EXECUTE SAID CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 3
Resolution No. 2331.13

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2331.13

- 4. A Resolution of the Town Council Approving a Mutual Aid Agreement between the Town and the City of Miami**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE TOWN AND THE CITY OF MIAMI; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No.
Resolution No. 2332.13

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2332.13

P. TOWN RESOLUTIONS

None

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Judy Lusskin:
None Requested

Councilmember Amy Isackson-Rojas:
** Review of Ordinance allowing elevator overrides and rooftop terraces

Councilmember Kenneth Bernstein:
None Requested

Councilmember Bernard Einstein:
None Requested

Town Manager Alexander Diaz
None Requested

R. ADJOURNMENT:

DECORUM:

ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COUNCIL SHALL BE BARRED FROM THE COUNCIL CHAMBERS BY THE PRESIDING OFFICER. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACE CARDS SHALL BE ALLOWED IN THE COUNCIL CHAMBERS. PERSONS EXITING THE COUNCIL CHAMBERS SHALL DO SO QUIETLY.

THE USE OF CELL PHONES IN THE COUNCIL CHAMBERS IS NOT PERMITTED. RINGERS MUST BE SET TO SILENT MODE TO AVOID DISRUPTION OF PROCEEDINGS.

PURSUANT TO FLORIDA STATUTE 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR THAT PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHER INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

IF YOU NEED ASSISTANCE TO ATTEND THIS MEETING AND PARTICIPATE, PLEASE CALL THE TOWN MANAGER AT 305-932-0744 EXT 224 AT LEAST 24 HOURS PRIOR TO THE MEETING.

RESIDENTS AND MEMBERS OF THE PUBLIC ARE WELCOMED AND INVITED TO ATTEND.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, Fl. 33160

MEMORANDUM

Date: November 15, 2013

To: Honorable Mayor and Councilmembers

From: Jerome Hollo, Chairman
Building Regulation Advisory Board

Subject: Town Code Section 66-231 Rooftop terraces and Section 66-69. -
Minimum frontage, building square footage and height of residence
(8) – Elevator overrides serving a roof top terrace.

The Board met this past Tuesday, November 12th for our regular monthly meeting, the Agenda contained a request to approve construction of a new home of a modern architectural design with an elevator override, rooftop terrace, spa, sink, built-in barbeque and wooden decking.

There were several residents in attendance who spoke in opposition to our Board approving this design use of an elevator override and a roof top terrace as a recreational use, one letter was received in opposition to our approving this item and was read into the record.

Councilmember Rojas who was also in attendance spoke to the Board on this issue and advised the Board that Council would be having discussion on these design elements and their use at the next scheduled Town Council meeting. Councilmember Rojas told the Board that Council would appreciate our input regarding any changes that as a Board we would deem appropriate to the code.

We discussed the Town's code as currently written for elevator overrides and the use of rooftop terraces and found that the code is silent as to what uses should be permitted on rooftop terraces; should a spa, a built-in barbeque, sinks, lighting, wood decks etc., be allowed to be placed on the roof as permanent structures?

We discussed at length all the options that would be beneficial and at the same time fair to all parties being affected by the code, we agreed that a recommendation to revise the code would be appropriate at this time.

We moved forward with an affirmative Board vote of 4 – 0 in favor of recommending the following proposed changes to the code:

1. Use of rooftops as terraces – Town Code Section 66-261

The code currently reads:

A rooftop terrace limited to a maximum of 50 percent of the area of the flat roof shall be permitted, provided it is positioned as equidistant as practicable from all sides of the roof perimeter and is set back a minimum of ten feet from the roof perimeter. A parapet or safety wall 42 inches in height shall surround the perimeter of any rooftop terrace area.

Proposed changes:

- a. A rooftop terrace limited to a maximum of 50 percent of the area of the flat roof, not to exceed 1,000 square feet of use of the area, shall be permitted provided it is positioned as equidistant as practicable from all sides of the roof perimeter and is offset 10 feet from the principal building setbacks. A safety wall of 42 inches in height shall surround the perimeter of the approved rooftop terrace area. Accessibility to the roof shall be by means of a stairway.
- b. No fixed elements or utilities shall be installed with the exception of those utilities required for the use as outlined under Town Code Section 66-260 - Rooftop mechanical equipment.

2. Elevators and elevator overrides – Town Code Section 66-69(8)

The code currently reads:

Elevator overrides serving a roof terrace shall be permitted to extend a maximum of ten feet above the permissible height provided the floor area is the minimum size necessary to facilitate the elevator cab and vestibule, and provided that such elevator is positioned as equidistant as practicable from all sides of the roof perimeter.

Proposed changes:

Eliminate the use of an elevator override to the roof.

cc: Building Advisory Board Members



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

**Official Minutes for the September 25, 2013
Final Budget Hearing & Special Town Council Meeting called for 7:00 P.M.**

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 7:07 p.m.

B. ROLL CALL

Councilmember's Present: Mayor Glenn Singer, Vice Mayor Judy Lusskin, Councilmember Judy Lusskin, Councilmember Amy Isackson-Rojas, Councilmember Einstein

Councilmember's Not Present: Councilmember Kenneth Bernstein (arrived shortly after roll call)

Staff Present: Town Manager Alexander Diaz, Building Director Linda Epperson (sitting in for Town Clerk Lissette Perez who was not in attendance), Police Chief Don De Lucca, Finance Director Maria D. Camacho, Town Attorney Steve Helfman, Assistant Chief George Cadavid

C. PLEDGE OF ALLEGIANCE

Police Chief led the Pledge of Allegiance

*** At this time Mayor Singer skipped Item D, going directly to Items E – L. ***

D. ADOPTION OF FINAL MILLAGE AND FINAL BUDGET FOR FISCAL YEAR 2012/2013 (TIME CERTAIN ITEM)

1. A Resolution of the Town Council Adopting the Final Millage Rate for the Fiscal Year Commencing October 1, 2013 through September 30, 2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA ADOPTING THE FINAL MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1

Resolution No. 2326.13

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2326.13

Town Attorney read the final millage rate into the record. He advised the Mayor that the proper action to take at this time would be to table the item, and come back to it once the final budget had been approved.

A motion to table was made by Mayor Singer, seconded by Councilmember Einstein.

Consensus vote _5_ Ayes _0_ Nays. Item D1 was tabled.

Once the item was tabled, Mayor Singer moved on to hear Item D2 before re-opening Item D1 for a vote.

A motion to approve was made by Vice Mayor Lusskin, seconded by Councilmember Einstein.

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Lusskin	<u>Aye</u>
Councilmember Einstein	<u>Aye</u>
Councilmember Isackson-Rojas	<u>Aye</u>
Councilmember Bernstein	<u>Aye</u>

The motion passed.

2. A Resolution of the Town Council Adopting the Final Budgets for the Fiscal Year Commencing October 1, 2013 through September 30, 2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2
Resolution No. 2327.13

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2327.13

Town Manager Diaz advised that at the Council's direction at the last meeting, the Administration allocated from the General Fund \$24,000 from the contingency line item to the professional services line item, to have resources available to allow the Town to

explore dredging and town maintenance projects. No other changes were made to the budget that was presented at the September 18th, 2013 meeting.

*** Town Attorney advised the Mayor that now the Council would need to vote on the millage rate and remove it from the table.

A motion to remove Item D1 from the table was made by Mayor Singer, seconded by Vice Mayor Lusskin.

Consensus vote 5 Ayes 0 Nays. Item D1 was removed from the tabled.

*** At this point in time a roll call vote was held on Item D1.***

*** After voting on Item D1, the Mayor and Town Council voted on adopting the final budget.***

A motion to approve was made by Vice Mayor Lusskin, seconded by Councilmember Bernstein.

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Lusskin	<u>Aye</u>
Councilmember Einstein	<u>Aye</u>
Councilmember Isackson-Rojas	<u>Aye</u>
Councilmember Bernstein	<u>Aye</u>

The motion passed.

E. PRESENTATIONS / TOWN PROCLAMATIONS

Town Manager Diaz presented the Council with the Police Department's Accreditation certification, which is the first time the department has attained this recognition. Golden Beach becomes the 85th agency in the state of Florida with this status.

Chief DeLucca spoke briefly thanking the members of the police department and thanking the Council for all of their support of the department.

F. MOTION TO SET THE AGENDA

ADDITIONS/ DELETIONS/ REMOVAL OF ITEMS FROM CONSENT AGENDA/ AND CHANGES TO AGENDA

Mayor Singer requested that the Town Manager's discussion item, under Item M be removed from the agenda.

Consensus vote 5 Ayes 0 Nays. The Town Manager's discussion item was removed.

G. TOWN BOARD/COMMITTEE REPORTS

Beach Committee
Beautification Committee
Comprehensive Planning Board
Recreation Committee
Security/Public Safety Committee
Youth Leadership Committee

Mayor Singer asked if the Administration can ask members from each of these committees attend the next council meeting.

Town Manager Diaz stated that the problem is that with the exception of the Building Regulation Advisory Board, none of the other committees have formed. He stated that the staff would work on trying to get enlistment from residents in the committees in the coming months.

H. GOOD AND WELFARE

None

I. MAYOR'S REPORT

Congratulated the police department for attaining accreditation. Commended the Town Manager and his staff for doing such a great job on the Town's budget.

J. COUNCIL COMMENTS

Councilmember Einstein

Echoed the Mayor's praises of the Town Manager and the staff.

Councilmember Bernstein

None

Councilmember Rojas

None

Vice Mayor Lusskin

None

K. TOWN MANAGER REPORT

None

L. TOWN ATTORNEY REPORT

None

M. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Judy Lusskin:
None Requested

Councilmember Amy Isackson-Rojas:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Councilmember Bernard Einstein:
None Requested

Town Manager Alexander Diaz

** Town Right-of-Ways

** Advised the Town Council that he will be rewarding the police officers a one-time bonus of \$400 per officer for achieving the accreditation.

N. ADJOURNMENT:

A motion to adjourn the Council Meeting was made by Mayor Singer, seconded by Councilmember Einstein.

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 7:30 p.m.

Respectfully submitted,

Lissette Perez

Lissette Perez
Town Clerk



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

Official Minutes for the October 15, 2013
Regular Town Council Meeting called for 7:00 P.M.

A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 7:04 p.m.

B. ROLL CALL

Councilmember's Present: Mayor Glenn Singer, Vice Mayor Judy Lusskin, Councilmember Amy Isackson-Rojas, Councilmember Kenneth Bernstein (arrived just before Good and Welfare), Councilmember Bernard Einstein

Staff Present: Town Manager Alexander Diaz, Town Clerk Lissette Perez, Assistant Police Chief George Cadavid, Finance Director Maria D. Camacho, Town Attorney Steve Helfman

C. PLEDGE OF ALLEGIANCE

Assistant Chief of Police led the Pledge of Allegiance

D. PRESENTATIONS / TOWN PROCLAMATIONS

None

E. MOTION TO SET THE AGENDA

ADDITIONS/ DELETIONS/ REMOVAL OF ITEMS FROM CONSENT AGENDA/ AND CHANGES TO AGENDA

Town Manager asked to add Resolution 2230.13 to the agenda.

A motion to add Resolution 2230.13 to the agenda was made by Councilmember Einstein, seconded by Vice Mayor Lusskin.

Consensus vote 4 Ayes 0 Nays. Resolution 2230.13 was added to the agenda, as a consent item.

F. TOWN BOARD/COMMITTEE REPORTS

Beach Committee
Beautification Committee
Comprehensive Planning Board

Recreation Committee
Security/Public Safety Committee
Youth Leadership Committee

G. GOOD AND WELFARE

Councilmember Bernstein arrived as this time in the meeting.

Sheryl Weitman and Melanie Weinstein with the State of Israel Bonds

Gave a brief presentation on the State of Israel Bonds, and asked the Town Council to consider investing in Isreal Bonds as part of the Town's fixed rate portion of its portfolio.

Town Manager recommended that if the Town Council will authorize it, the organization could run one free one-page ad in the Town's newsletter, to make the residents aware that the bonds are offered in South Florida.

Johanna Dayan, 237 Golden Beach Drive

Spoke about a violation she received pertaining to a fixed basketball hoop structure in front of her property that violates the Town's code. **Town Manager** advised that the Town's code does allow for recreational facilities, but does not allow for a basketball hoop to be affixed to the property. **Town Manager** recommended that this item be added as a discussion item in the November meeting agenda, since this has been an ongoing issue that has arisen in the Town. He stated that in the meantime the Town would be tolling her violation, since she had come in to appeal it. She also stated that there are no light posts near her house. It is pitch black in front of her home.

Resident Neil Leff, 48 Terracina Avenue

Submitted a letter for Town Clerk to read into the record. **Town Manager** requested permission to respond to this letter. He stated that the Town has five (5) pedestrian access points with cameras monitoring who is entering and exiting them. In response to Mr. Leff's statement that there is an excessive use of the Town's facilities by non-town residents, he stated that he does not believe that the tennis courts are being excessively used by non-residents. The basketball courts are where the Town has seen an increase in activity. **Councilmember Bernard Einstein** asked to put all of Mr. Leff's issues as a discussion item in the November meeting.

H. MAYOR'S REPORT

Has directed the Town Attorney Steve Helfman to review the variance process for the next council meeting, and he will bring some suggestions in at the next council meeting.

I. COUNCIL COMMENTS

Councilmember Einstein

None

Vice Mayor Luskin

In regards to the Building Regulatory Advisory Board, she advising that she attended a meeting recently. Two items came up, one of them being the elevators on the rooftop terraces. The BRAB wants to revisit it in the code to possibly make some changes.

Mayor Singer advised that he would direct the Town Manager to have the BRAB come up with possible suggestions at their next meeting for the Council to discuss at the November council meeting. She also stated that after a 40-million plus CIP project that

is finishing, she feels that the Town needs a better comprehensive plan in place to take care of the Town. Also stated that the pink lights for breast cancer awareness month are beautiful, but every fourth tree is white or black. **Town Manager** advised that it will be addressed and fixed.

Councilmember Rojas

Stated that she was sitting at the Strand watching the boats go by, and noticed that the grass and drains are soggy and wet, and the flap valves look like they are covered in barnacles.

Councilmember Bernstein

Commented on what Mrs. Dayan said during Good and Welfare, stating that it should be revisited and that he has never understood that rule. Feels that the Council should have some type of a workshop on the variance process with the BRAB try to find a more objective basis of variance review by the board, so that from meeting to meeting they vote the same. In addition, he added that he invited Michael Boucher to come to the meeting to provide his technical expertise in the area pertaining to the beach pavilion renovations.

J. TOWN MANAGER REPORT

Thanked Vice Mayor Lusskin for bringing the light situation on A1A to his attention. Mentioned that Chief Delucca is not present because it is his birthday this evening. Congratulated Asst. Chief Cadavid, who is present in the Chief's stead, for his recent promotion to that position. Reminded Council about the Chief's election for Vice President of the International Association of Chiefs of Police organization coming up in a week, and wished him luck. Mentioned that all of the hedging will be redesigned and re-landscaped at the area of The Strand within the next few weeks. Administration did meet with FDOT two weeks ago, as it relates to the quality of work on A1A, and the Administration continues to work with FDOT to improve the quality of work that is being provided.

K. TOWN ATTORNEY REPORT

None

L. ORDINANCES – SECOND READING

1. An Ordinance of the Town Council Amending Chapter 66, Zoning; Article III, District Regulations.

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING CHAPTER 66, "ZONING"; ARTICLE I "IN GENERAL" AND ARTICLE III "DISTRICT REGULATIONS", TO PROVIDE FOR AMENDED DEFINITIONS, AND TO CLARIFY PERMITTED AND PROHIBITED USES IN THE SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Ordinance No. 556.13

Sponsor: Town Administration

Recommendation: Motion to Approve Ordinance No. 556.13

A motion to approve was made by Councilmember Rojas, seconded by Vice Mayor Lusskin.

On roll call, the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Lusskin	<u>Aye</u>
Councilmember Einstein	<u>Aye</u>
Councilmember Isackson-Rojas	<u>Aye</u>
Councilmember Bernstein	<u>Aye</u>

The motion passed.

Town Attorney stated that this item was presented to the Council at the last meeting and continued to this meeting, to address the language regarding the issue of fundraising. The ordinance now has a section that specifically addresses fundraising.

M. ORDINANCES - FIRST READING

None

N. QUASI JUDICIAL RESOLUTIONS

None

O. CONSENT AGENDA

- 2. Minutes of the September 18th, 2013 First Budget Hearing & Special Town Council Meeting**
- 3. Minutes of the September 18th, 2013 Local Planning Agency Hearing**
- 4. A Resolution of the Town Council Authorizing the Use of LETF Monies to Provide for Law Enforcement Training.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE USE OF LAW ENFORCEMENT TRUST FUND ("LETF") MONIES TO PROVIDE FOR LAW ENFORCEMENT TRAINING, TRAVEL AND TRANSPORTATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 4
Resolution No. 2328.13

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2328.13

5. A Resolution of the Town Council Authorizing the Renewal of the Amended and Restated Agreement with Waste Services of Florida, Inc.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A RENEWAL OF THE AMENDED AND RESTATED AGREEMENT WITH WASTE SERVICES OF FLORIDA, INC.; PROVIDING FOR RECITALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 5
Resolution No. 2329.13

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2329.13

6. A Resolution of the Town Council Commemorating the 50th Anniversary of the Vietnam War, Supporting the November 8, 2013 Parade Sponsored by Miami-Dade County.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, COMMEMORATING THE 50th ANNIVERSARY OF THE VIETNAM WAR; EXPRESSING SUPPORT FOR THE NOVEMBER 8, 2013 PARADE SPONSORED BY THE MIAMI-DADE COUNTY MILITARY AFFAIRS BOARD WELCOMING HOME AND REMEMBERING VIETNAM VETERANS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 6
Resolution No. 2330.13

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2330.13

Motion to approve was made by Councilmember Rojas, seconded by Vice Mayor Lusskin.

Consensus vote 5 Ayes 0 Nays. Items O2-O6 pass.

P. TOWN RESOLUTIONS

None

Q. WORKSHOP

Beach Pavilion & Beach Area

Renovations, Additions, and Improvements (Presented by Kathy O'Leary & Paul Abbott)

Town Manager began the discussion, stating that he has been working closely for the last few months with Councilmember Bernstein about improving the beach pavilion and beach area of the Town. There is an issue as it relates to the rules and regulations and the usage of the Town's facilities. The facilities right now offer very basic services. How can we enhance the aesthetic value of our beach pavilion area to make it more enjoyable for our residents and make it feel grander.

Councilmember Bernstein stated that the Manager and he have struggled with coming up with the design of the amenities, such as whether the Town Council wants to design it for individual guests or for big parties.

Mayor Singer stated that we have to remember that we are a community. The beach pavilion is not designed for parties; it is designed for the residents per the Town's charter.

Town Manager stated that the problem is that when a resident reserves the beach pavilion for parties, and they have inflatables, they do not allow other non-invited residents and their families to use the amenities. These parties also generate a lot of noise that are burdensome to residents who are trying to enjoy the beach facilities.

Mayor Singer stated that the Town Manager brings up a good point, because the beach pavilion rules and regulations do not address having inflatables at the beach and perhaps that is something that should be looked at.

Councilmember Bernstein stated that Golden Beach is a luxury community, and when you look at the luxury communities around we have nothing compared to them. If the beach pavilion and area is made nicer, more residents might use it.

Vice Mayor Lusskin stated that while she agrees with Councilmember Bernstein, Golden Beach is not a hotel.

Carlos Somoza, on behalf of Kathy O'Leary from O'Leary Richards Design Associates Inc., spoke on the concept behind the design of the space.

Town Manager stated that this concept is not an all or nothing proposal. Per the Council's direction, changes can be made to this concept. The only pressing matter is the issue of the furniture at the pavilion. The current furniture at the pavilion is limited, and the Town would like to prepare properly for the onslaught of residents who back to Golden Beach during the winter months.

Mayor Singer asked what the largest ticket items for landscaping are? **Carlos Somoza** advised that there are approximately 30 coconut palms and the lawn area is being raised.

Michael Boucher of the Boucher Brothers, who was asked to be present at the meeting by Councilmember Bernstein, opined stating that a grassy area adds to the beach scenery and people really enjoy it.

Town Manager stated that the Town has been looking at putting synthetic turf in.

Councilmember Bernstein stated that the one general concern he has is that the Town has very limited beach space, and this will take some of the beach space away.

Town Manager stated that the Town is not proposing to push anything further than what the existing landscape line is. The width of the beach will still be the width of the beach, not proposing to take away from that area.

Mayor Singer directed staff to get a proposal for grass, landscaping on north and south side and keep the rest clean and simple with the layout, per the feedback all of the councilmembers provided. Keep it simple and down the road, the Town can always add to it later if it decides to.

Carlos Somoza stated that in his opinion that the purpose of some of the pockets of landscaping is for aesthetics, to be able to screen out the beach background when events are going on at the beach pavilion.

Councilmember Einstein stated that the events at the beach pavilion are secondary uses; the use of the beach is the primary concern.

Town Manager also mentioned that the use of the kayak stands is an issue that needs to be discussed during rules and regulations.

Town Manager addressed the furniture at the pavilion, and asked **Michael Boucher** to speak on his recommendations for furniture on the beach.

Mr. Boucher spoke a little about his professional background and the services his company provides to the hotels in this area. He stated that there are many different options that the Town can look in to. The most important thing is that the Town does keep it simple. Feels that the Town's biggest asset and biggest amenity is the beach, and there is a lot that can be done with it.

Town Manager stated that the Administration has looked at possibly hiring the Boucher Brothers to help manage the beach, but the costs to have them provide this service would be a lot more than what the Town currently spends on beach staff.

Mr. Boucher stated that what he thinks his company could do for the Town is that he can set the beach up one afternoon and show the Council what they can do for the Town, and then the decision could be made.

Town Manager stated that he would coordinate with Mr. Boucher, Paul Abbott and Kathy O’Leary.

Beach Pavilion Rules & Regulations
(Presented by Town Manager Diaz)

Mayor Singer read through each one of the rules and regulations for suggestions for changes.

Councilmember Bernstein stated that when people have parties with a large number of people at the beach, maybe the hours of the use of the pavilion for parties can be changed so that they don’t take place during a busier time in the day.

Town Manager suggested the Council consider adding a fee for parties, aside from the \$50 application fee, for usage. **Mayor Singer** suggested there be a \$200 flat rate non-refundable usage fee for use of the beach pavilion. The Council agreed.

Councilmember Bernstein requested to add a stipulation that people using the pavilion get some kind of insurance to allow other children on the beach to use their rented equipment too.

Mayor Singer stated that he feels that there should not be any equipment or inflatable rides/equipment at the beach. The Council concurred. **Town Manager** asked that the Council authorize that no livestock be allowed on the beach either. The Council concurred.

Steve Helfman stated that the Town could

R. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:
None Requested

Vice Mayor Judy Lusskin:
None Requested

Councilmember Amy Isackson-Rojas:
None Requested

Councilmember Kenneth Bernstein:
None Requested

Councilmember Bernard Einstein:
None Requested

Town Manager Alexander Diaz

- Stated that the December meeting will be cancelled.
- Building Director Linda Epperson will be acting Town Manager while he is away.

S. ADJOURNMENT:

A motion to adjourn the Council Meeting was made by Vice Mayor Lusskin, seconded by Councilmember Einstein.

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 9:34 p.m.

Respectfully submitted,

Lissette Perez
Lissette Perez
Town Clerk


TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 19, 2013

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager 

Subject: **Resolution No. 2331.13 Approving a Contract Agreement
between Miami-Dade County and the Town of Golden Beach
for a Records Improvement Project**

Item Number: <u>3</u>

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2331.13 as presented.

Background:

Miami-Dade County was awarded federal funds from the Drug Control and System Improvement Formula Grant Program and has agreed to provide the Town with up to \$1,726 of grant funds for the services from the Town. The police department will be utilizing these funds towards the purchase of two laptop computers for part-time police officers.

Financial Impact:

There will be no financial impact.

Attachments: Agenda Item Resolution and FY2014 JAG Contract

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2331.13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A CONTRACT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF GOLDEN BEACH FOR A RECORDS IMPROVEMENT PROJECT; AUTHORIZING AND DIRECTING THE TOWN MAYOR TO EXECUTE SAID CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County is serving as the sponsor of awarded federal funds from the Drug Control and System Improvement Formula Grant Program under the Federal Anti-Drug Abuse Act of 1988; and

WHEREAS, the Town of Golden Beach (the "Town"); wishes to participate in the project by providing records improvement technology; and

WHEREAS, the County has agreed to provide the Town with up \$1,726 of grant funds for the services from the Town; and

WHEREAS, the Town Council wishes to enter into the Contract attached to this Resolution as Exhibit "A" (the "Contract") to memorialize the agreement and understanding of the parties.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

Section 2. Contract Approved. The Town Council hereby approves the Contract in substantially the form attached hereto as Exhibit "A" to this Resolution.

Section 3. Mayor and Town Manager Authorization. The Town

Council hereby directs and authorizes the Mayor to execute the Contract once approved as to form and sufficiency by the Town Attorney. The Mayor and Town Manager are hereby authorized to take all action necessary to implement this Resolution and the Contract.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by _____, seconded by _____ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 19th day of November, 2013.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 19, 2013

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

4

Subject: Resolution No. 2332.13 - Approving a Mutual Aid Agreement
with the City of Miami

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2332.13 as presented.

Background:

The Town of Golden Beach has entered into a number of mutual aid agreements which enable the Police Department to receive assistance from other agencies and to aid those agencies when they request it. This agreement provides for the Police Department to request assistance from and to provide assistance to the City of Miami Police Department.

The Town Manager, in consultation with the Mayor, recommends the Town Council approve the new agreement.

Fiscal Impact:

There is no cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2332.13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE TOWN AND THE CITY OF MIAMI; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the “Town”) wishes to enter into a Mutual Aid Agreement (the “Agreement”) with the City of Miami, Florida, attached to this Resolution as Exhibit “A” between the Town and the City of Miami, described and outlined in the attached Agenda Item Report; and

WHEREAS, the Town Council believes that it is in the best interest to enter into the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Agreement Approved. That the Agreement is hereby approved in substantially the form attached hereto as Exhibit “A,” subject to approval by the Town Attorney as to form and legal sufficiency.

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

Section 4. Effective Date. That this resolution shall become effective immediately upon approval of the Town Council.

Sponsored by **Town Administration**

The Motion to adopt the foregoing Resolution was offered by _____,
seconded by _____ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 19th day of November, 2013.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

DISCUSSION ITEMS

Sec. 66-261. - Rooftop terraces.

A rooftop terrace limited to a maximum of 50 percent of the area of the flat roof shall be permitted provided it is positioned as equidistant as practicable from all sides of the roof perimeter and is set back a minimum of ten feet from the roof perimeter. A parapet or safety wall 42 inches in height shall surround the perimeter of any rooftop terrace area.

(Ord. No. 551.11, § 2, 11-15-11)

Sec. 66-69. - Minimum frontage, building square footage and height of residence.

Minimum Requirements: Set forth below are the minimum Frontage, building square footage and height of residence requirements:

- (1) All residences to be constructed within the Town shall be built on a Full Size Lot with a minimum Frontage of 75 feet except as otherwise herein provided. (See definition of Full Size Lot.)
- (2) A residence constructed on any lot shall have a minimum of 3,000 square feet of Living Area, except on Exempted Lots.
- (3) All residences designed as two-story structures shall be required to increase the side setbacks along two-thirds of the length of the second story by one foot for each one foot of building height above the first 18 feet.
- (4) Lots of less than 75-foot Frontage shall conform to the following:
 - a. After December 21, 1982, no lot or combination of regular lots or irregular lots of less than 75 feet of Frontage and less than 11,250 square feet shall constitute a building site for a residence except as otherwise herein provided.
 - b. An Owner may join abutting lots or parcels of land to create a building site of at least 75 feet of Frontage and 11,250 square feet or larger. Prior to the issuance of any building permit, the total parcel of 75 feet of Frontage or larger shall be of Common Ownership and the Owner thereof shall replat, file a unity of title, or obtain a waiver of plat in accordance with this Code and the ordinances of the Town.
- (5) The following lots are exempted from this section except as noted in paragraph (1) above:
 - a. All vacant Unimproved Lots or parcels of land of less than 75 feet of Frontage but with a minimum of 50 feet of Frontage, and a minimum area of at least 7,500 square feet, existing within the Town which would have qualified as a residential building site on December 21, 1982, and which did not abut any other vacant unimproved real property owned by the same Owner on December 21, 1982, shall be exempted from the terms and conditions of sections 66-68 and 66-69(1) and (3). Lots 6 through 20 and 25 through 33 of Block 1, as platted, are also exempt from the terms and conditions of sections 66-68 and 66-69(1) and (3).
 - b. Any improved lot, in Zone Three, with less than the full lot size required but at least 7,500 square feet of lot area and 50 feet of lot frontage may be redeveloped provided total impervious area does not exceed 40 percent of the lot area, minimum front setbacks of 35 feet and rear setbacks of 30 feet are provided, minimum side setbacks of 7.5 feet are provided, and building height does not exceed 25 feet. Such construction on undersized lots shall meet all other requirements of these land development regulations not modified in this subsection.
- (6) A new residence built after December 21, 1982, on a single Exempted Lot shall contain a minimum of 2,500 square feet of Living Area.
- (7)

If an existing residential structure is built on two or more abutting lots construction or reconstruction thereof shall be permitted only in accordance with the terms and conditions of subsections (1) through (5) of this section and [section 66-70](#) below.

- (8) Residential structures built in the Town shall not exceed 27.5 feet in height if built on lots with Frontage of 50 feet or larger, but less than 100 feet; or 30 feet in height if built on 100-foot Frontage or larger parcel or lots. Residential structures built on Exempted Lots shall not exceed 25 feet in height. All height measurements referenced in this subsection shall be measured from the lowest habitable room finished first floor elevation (excluding garages) to the highest ridge of the roof. The height shall be measured from the lowest habitable finished floor. Elevator overrides serving a roof terrace shall be permitted to extend a maximum of ten feet above the permissible height provided the floor area is the minimum size necessary to facilitate the elevator cab and vestibule, and provided that such elevator is positioned as equidistant as practicable from all sides of the roof perimeter.
- (9) In cases of new Construction or Substantial Improvements, when the proposed work encompasses two or more lots, a Unity of Title in a form approved by the Town, shall be submitted to the Town for approval and after approval recorded in the Public Records of Dade County at Owner's expense.

(Code 1989, § 13.08; Ord. No. 410.95, § 1, 10-17-95; Ord. No. 427.97, § 1, 7-15-97; Ord. No. 431.98, § 1, 1-20-98; Ord. No. 522.07, § 2, 8-21-07; Ord. No. 551.11, § 2, 11-15-11; Ord. No. 554.12, § 2, 9-24-12)

RESOLUTION 2331.13 BACK-UP



miamidade.gov

Management and Budget
Grants Coordination
111 NW 1st Street • 19th Floor
Miami, Florida 33128
T 305-375-4742 F 305-375-4049

October 3, 2013

Chief Don De Lucca
Golden Beach Police Department
1 Golden Beach Drive
Golden Beach, FL 33160

RE: Contract Award FY2014
Edward Byrne Memorial Justice Assistance Grant (JAG)

Dear Chief De Lucca:


We are pleased to provide you with the contract for your program under the Miami-Dade County Edward Byrne Memorial Justice Assistance Grant for FY2014. **The federal funds allocated for your city are \$1,726.**

We are providing you with copies of three original contracts for your program. Each of the three contracts must have the ORIGINAL signatures of the Manager/Mayor and City Clerk, and must have the city seal affixed on the contract signature page. Also, the contracts include several Affidavits which require an ORIGINAL and notarized signature. Upon signing by your city officials, the contracts are to be returned to this office along with the City Council resolution to accept these funds. Our staff will complete the execution process in the County and send you a fully executed contract for your records. Reimbursement for First Quarter expenditures can occur ONLY if the contract is fully signed by the jurisdiction and returned to the Office of Management and Budget with the accompanying council resolution.

In accordance with your communication with this office, it is our understanding that Commander George Cadavid is the designated contact person for this project. As such, all routine correspondence and reporting activities throughout the grant year will be directed to your attention. Please notify us immediately if this designation changes.

If you have any questions on this matter, please contact me at (305) 375-2108. We look forward to working with you this year!

Sincerely,


Michaela Doherty
Project Planner

Enclosures

Golden Beach

FY2014

Contract

MIAMI-DADE COUNTY

CONTRACT

This Contract, made this _____ day of _____ 2013, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Management and Budget (hereinafter referred to as "Department"), located at 111 N.W. First Street, 19th Floor Miami, FL 33128, and the **CITY of GOLDEN BEACH** a municipality located in Miami-Dade County, Florida (hereinafter referred to as "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide a **Records Improvement Project**.

WHEREAS, the County has been awarded federal funds from the Drug Control and System Improvement Formula Grant Program under Public Law 100-690, the Federal Anti-Drug Abuse Act of 1988, hereinafter referred to as the ACT; and

WHEREAS, the Provider warrants and represents that it possesses the legal authority to enter into this Contract by way of resolution, motion or similar action that has been duly adopted or passed as an official act of the Provider's governing body, authorizing the execution of the Contract, including all understandings and assurances contained herein, and authorizing the person identified as the official representative of the Provider to carry out on behalf of the Provider all of the duties and responsibilities set forth in this Contract; and

WHEREAS, this Contract shall be deemed effective upon award of grant funds by the State of Florida Department of Law Enforcement, Office of Criminal Justice Grants to Miami-Dade County or when this Contract has been duly executed by both parties, whichever is later; and

WHEREAS, the County is desirous of supporting an expansion of the services provided by the **Records Improvement Project** by providing a portion of the federal funds awarded to Miami-Dade County to the **Records Improvement Project**; and

WHEREAS, the County as grantee for the State of Florida is authorized to contract for said services for the **Records Improvement Project** as an allowable activity under the ACT; and

WHEREAS, the County requires the above-mentioned services from the Provider in order to fulfill its contractual obligations under the aforementioned grant,

NOW, THEREFORE, for and in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

1. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$1,726**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County. Availability of funds shall be determined in the sole discretion of the County.

II. **SCOPE OF SERVICES.** The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

III. **EFFECTIVE TERM.** The effective term of this Contract shall be from **October 1, 2013 through July 31, 2014.**

IV. **CASH MATCH REQUIREMENT.** The Provider shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County; however a **Cash Match is not required for this grant term.**

V. **REQUIREMENTS RELATED TO USE OF ANTI-DRUG ABUSE FUNDS UNDER THE DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM**

A. **Requirements of the Anti-Drug Abuse Act.** The Provider agrees to abide by all of the requirements of the Anti-Drug Abuse Act of 1988 under the Drug Control and System Improvement Formula Grant Program, as may be amended from time to time, as well as with Chapter 11D-9 of the Florida Administrative Code, and all applicable federal, state and local laws, regulations and policies. Furthermore, the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants, Edward Byrne Memorial Justice Assistance Grant Program Application for Funding Assistance and all laws, rules, regulations relating thereto are incorporated herein by reference as if fully set forth. Furthermore, this award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 90-351, as amended, and Public Law 100-690.

B. **Supplanting.** The Provider agrees that funds received under this Contract shall be utilized to supplement, not supplant state or local funds, and will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for anti-drug law enforcement activities, in accordance with Rule Chapter 11D-9, Florida Administrative Code.

VI. **CONTINUITY OF SERVICES.** Provider agrees to provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified replacement when necessary.

VII. **PROGRAM CONTACT.** Provider shall designate a contract coordinator who shall be responsible for: 1) monitoring the Provider's compliance with the terms of this Contract and; 2) whenever the County so requests, meeting with County staff to review such compliance.

VIII. **INDEMNIFICATION BY THE PROVIDER.** The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider shall pay all claims and losses in

connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section or indemnification shall survive the expiration or termination of this Contract. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

IX. INSURANCE. If Provider is an agency or a political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes.

X. LICENSURE AND CERTIFICATION. The Provider shall ensure that all other licensed professionals providing **Records Improvement** services shall have appropriate licenses, training and experience in the field in which he/she practices and abide by all applicable State and Federal laws and regulations and ethical standards consistent with those established for his/her profession. Ignorance on the part of the Provider shall in no way relieve it from any of its responsibilities in this regard.

The Provider agrees to comply with all applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors. Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Provider agrees to ensure that employees and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working or volunteering with a vulnerable person or vulnerable

persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

XI. CONFLICT OF INTEREST. The Provider agrees to abide by and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County, as may be amended from time to time, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

Nepotism. The Provider will comply with section 112.3135 of the Florida Statutes regarding restrictions on employment of relations.

XII. CIVIL RIGHTS. The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., §2000d as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Contract. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. §1612, and the Fair Housing Act, 42 U.S.C. §3601 et seq. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any Contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

XIII. NOTICES. Notice under this Contract shall be sufficient if made in writing and delivered personally or sent by mail or by facsimile to the parties at the following addresses or to such other address as either party may specify:

If to the COUNTY:

Miami-Dade County
Office of Management and Budget
111 NW First St., 19th Floor
Miami, Florida 33128
Attention: Ms. Michaela Doherty

If to the PROVIDER:

Golden Beach Police Department
1 Golden Beach Drive
Golden Beach, FL 33160
Attention: Commander George Cadavid

XIV. AUTONOMY. Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

XV. BREACH OF CONTRACT: COUNTY REMEDIES.

A. Breach. A breach or default by the Provider shall have occurred under this Contract if: (1) The Provider fails to provide services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the funds allocated under this Contract; (3) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Provider does not submit or submits incomplete or incorrect required reports; (5) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (6) the Provider discriminates under any of the laws outlined in Section XII of this Contract; (7) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (8) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment D); (9) the Provider attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment D); (12) the Provider fails to meet any of the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to any of its agencies or instrumentalities; (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract; or (14) The Provider has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes.

B. County Remedies. If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may decline to contract with the Provider in the future;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct or indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

XVI. TERMINATION BY EITHER PARTY. Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate

at least thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

XVII. PROJECT BUDGET AND PAYMENT PROCEDURES. The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

A. Budget Variance. Funds may be shifted between approved line items, not to exceed ten percent (10%) of the total budget, without a written amendment, upon written approval of the Department. Variances greater than ten percent (10%) in any approved line item shall require a written amendment signed by both parties.

B. Recapture Funds. At the conclusion of the second quarter and upon submission of the Quarterly Performance Report and Expenditure Report, the County will review the Provider's Year-To-Date expenditures.

1. Municipalities reporting remaining balances which exceed expenditure levels for normal program operations must submit a plan which documents those steps the municipality will take in the Third Quarter to fully expend the contract by the end of the program period.

2. This expenditure plan must be approved by the County.

3. Where the municipality does not anticipate full expenditures by the end of the program period, the County will recapture the anticipated unexpended amount for use in another program, without a formal amendment process, and will notify the Provider in writing of the recapture amount.

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **Records Improvement Project** using the Quarterly Expenditure Report as it appears in Attachment D, and to do so on a quarterly basis, as stated in Section XIX. B.2., the Quarterly Expenditure Report shall be prepared in a manner in accordance with the form provided in Attachment D. The final Expenditure Report shall be submitted by August 15, 2014.

D. The Provider agrees to mail all invoices to the address listed above, Section XIII.

E. The County agrees to review invoices and to inform the Provider of any questions. Payments shall be mailed to the Provider by the County's Finance Department.

F. No payment of subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder.

XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already available within the Provider organization, will be considered an unnecessary expenditure.

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs, the cost of the proposed equipment and the size of the Provider organization. The Provider shall maintain an adequate property management system. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

C. Loss, Damage or Theft of Equipment. The Provider is responsible for replacing or repairing any property which is willfully or negligently lost, stolen, damaged or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

D. Equipment Acquired with Funds under this Contract. Equipment acquired shall be used and managed by the Provider to ensure that the equipment is used for criminal justice purposes.

E. Management. The Provider's procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, meet the following requirements: 1) Property records must be maintained which include description of property, serial number or other identification number, source of the property, identification of who holds the title, acquisition date, costs of the property, percentage of County participation in the cost of the property (Federal funds), location of property, use and condition of the property, disposition data including the date of disposal and sale price; 2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years; 3) a control system must exist to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft shall be investigated by the Provider as appropriate; 4) adequate maintenance procedures must exist to keep the property in good condition; and 5) if the Provider is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of at least five (5) years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

XIX. RECORDS, REPORTS, MONITORING AUDITS, AND EVALUATION STUDIES.

The Provider shall keep records of program services in sufficient detail to provide any reports that may be requested by the County.

A. Records. All program records will be retained by the Provider for not less than five (5) years beyond the term of this Contract. In accordance with contract requirements from the State of Florida, records for the **Records Improvement Project** services must reflect:

1. The names of staff providing services as described in Attachment A.
2. The dates and number of hours the staff provided services.
3. The dates of services and activities and the names of program participants in attendance to such as described in Attachment A.
4. The records of all other program services provided under this Contract.

Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.10701(1)(a), the Provider shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential are exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

B. Reporting Requirements.

1. Quarterly and Final Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Management and Budget by January 5, April 5, July 5, and the Final Performance Report August 5, 2014 covering the Contract activity for the previous quarter. The Quarterly and Final Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly and Final Expenditure Report. The provider shall submit the Quarterly Expenditure Report with supporting documentation to the Office of Management and Budget by January 15, April 15, July 15, and the Final Expenditure Report August 15, 2014 covering the expenditures to be reimbursed for the previous quarter. The Quarterly and Final Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

3. Other Required Reports. The Provider shall submit other reports as may be required by the Office of Management and Budget during the program period.

C. Changes to Reporting Requirements. The Provider understands that the County may at any time require changes in data collected, records or reporting, as may be necessary and agrees to comply with any such modifications.

D. Monitoring and Audit. The Provider shall make available for review, inspection, monitoring or audit by the County without notice during normal business hours all financial records and other program records and documents which relate to or have been produced or created as a result of this Contract. The Provider shall provide assistance as may be necessary to facilitate a financial/program audit when deemed necessary by the County to ensure compliance with applicable accounting and financial standards. The County reserves the right to require the Provider to submit to an audit of the County's choosing. Furthermore, the Provider understands, it may be subject to an audit, random or otherwise, by the Office of the Dade County Inspector General or independent private sector inspector general retained by the Office of the Inspector General.

E. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of the Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally 1/4 of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Programs, contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witness, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and

records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other Contracts executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

F. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstances shall the Provider's budget and any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

G. Evaluation Studies. The Provider agrees to participate in evaluation studies sponsored by the administrative agent for these funds from the Florida Department of Law Enforcement, Business Support Program, and Office of Criminal Justice Grants. This participation shall at a minimum include access to the Provider's premises and records.

XX. PROHIBITED USE OF FUNDS.

A. Adverse Actions or Proceeding. The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Provider shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

- C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.
- D. Double Payments. Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

XXI. MISCELLANEOUS.

A. Contract. This Contract is the complete and exclusive statement of all the arrangements between the County and the Provider regarding provision of the services described in Attachments A and B. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County unless specifically stated herein.

B. Amendments and Modifications. Except as otherwise enumerated herein, no amendment to this Contract shall be binding on either party unless reduced to writing, signed by both parties, and approved by the County Mayor or Mayor's designee. Provided, however, that the County may effect amendments to this Contract without the written consent of the Provider, to conform this Contract to changes in the laws, directives, guidelines, and objectives of County, State and Federal Governments.

Any alterations, variations, amendments, or other modifications of this Contract, including but not limited to amount payable and effective term, shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

In the event the County determines that a reduction in the Provider's budget is necessary, the County shall notify the Provider in writing within thirty (30) days of said reduction decision. Budget revision requests must be submitted in writing by the Provider to the Office of Management and Budget (OMB). Budget revision requests will be effective upon the date of written approval by the State of Florida Department of Law Enforcement.

C. Ownership of Data and Other Material. All reports, information documents, tapes and recordings, maps and other data and procedures developed, prepared, assembled or completed by the Provider in connection with the duties and responsibilities undertaken by the Provider in accordance with the terms of this Contract shall become the property of the County without restriction, reservation or limitation of their use and shall be made available to the County by the Provider at any time upon request by the County. Upon completion of all work contemplated under this Contract, copies of all of the above data shall be delivered to the County upon request.

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida. Nothing in this contract shall be considered a waiver of sovereign immunity.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider

agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

This program was supported by a grant awarded to Miami-Dade County, the Florida Department of Law Enforcement (FDLE) and the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

F. Subcontracts. The Provider agrees not to enter into subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its rights, title or interest herein, or its power to execute such Contract without the prior written approval of the County and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract. If this Contract involves the expenditure of \$100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment E. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment E without prior written approval of the County.

G. Review of this Contract. Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

H. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular and pronouns shall be read as masculine, feminine or neuter as the context requires.

I. Total of Contract/Severability of Provisions. This fifteen (15) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Quarterly Project Performance Report
Attachment D:	Quarterly Expenditure Report
Attachment E:	Miami-Dade County Affidavits
Attachment E1:	Code of Business Ethics
Attachment E2:	Miami-Dade County Debarment Disclosure Affidavit
Attachment E3:	State Public Entities Crime Affidavit
Attachment F:	Provider's Disclosure of Subcontractors and Suppliers

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirement of applicable law.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract, along with all of its Attachments, to be executed by their respective and duly authorized officers, the day and year first above written.

Signature

Title

Name (typed)

ATTEST:

By: _____

By: _____
(Corporate Seal)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
CARLOS A. GIMENEZ
MAYOR

SUMMARY OF ATTACHMENTS

ATTACHMENT A	Scope of Services
ATTACHMENT B	Program Budget
ATTACHMENT C	Quarterly Project Performance Report
ATTACHMENT D	Quarterly Expenditure Report
ATTACHMENT E	Miami-Dade County Affidavits
ATTACHMENT E1	Code of Business Ethics
ATTACHMENT E2	Miami-Dade County Debarment Disclosure Affidavit
ATTACHMENT E3	State Public Entities Crime Affidavit
ATTACHMENT F	Provider's Disclosure of Subcontractors and Suppliers

ATTACHMENT A

PROGRAM NARRATIVE

Jurisdiction Name: Golden Beach

Contact Person: Commander Cadavid

Address: 1 Golden Beach Drive
Golden Beach, FL 33160

Contact Numbers: (305) 936-2444

Program Area: Records Improvement

Program Dates: 10/1/13 through 7/31/14

Program Name: Laptop purchase

Target Population: City residents

Problem Identification

The Golden beach Police Department has two new part-time officers who presently do not have assigned laptops to do routine police work. In an effort to keep up with the ever changing technological advancements, the GB police department is striving to advance the quality of service provided to the community. In an attempt to improve the management of police data, the department will need to purchase additional laptops for the two part-time officers. The new equipment will help facilitate the management and maintenance of the department's criminal justice data and reporting.

Program Description

The Golden Beach Police Department will utilize these funds towards a records improvement initiative as we plan to purchase two (2) laptops for part-time officer assignments. The use of technology in police work is essential not only for routine police work and investigations, but also to improve the quality of service offered to residents. These laptops will be utilized to check criminal and administrative data as well as to monitor and coordinate access to NCIC/FCIC and other criminal justice data.

Jurisdiction Name: Golden Beach

Contact Person: Commander Cadavid

Address: 1 Golden Beach Drive
Golden Beach, FL 33160

Contact Numbers: (305) 936-2444

Program Area: Records Improvement

Program Dates: 10/1/13 through 7/31/14

Program Name: Laptop purchase

Target Population: City residents

Proposed Activities	Planned Measures	Monitoring Plan
To purchase equipment for criminal justice records improvement activities in this project.	The provider shall be responsible for: Purchase approximately two (2) laptop computers for the Police officers, detectives and/or any other law Enforcement Officer employed by the City. Improve efficiency of the department's record management system.	The provider shall submit the following documentation to the County in a complete and timely manner: Quarterly Performance Reports Quarterly Expenditure Reports Copies of purchase orders, invoices and cancelled checks for all materials purchased. Computerized reports from new reporting system. Demonstration of new laptops.

Attachment B

PROGRAM BUDGET

Jurisdiction Name: GOLDEN BEACH

Contact Person: Commander Cadavid

Program Area: Record Improvement

O (305) 932-0744 F (305) 932-2045

Program Name: Laptop purchase

Program Dates: 10/01/13 - 07/31/14

CONTRACTUAL SERVICES TOTAL

\$1,726

Salaries and Benefits, Total

\$0

Operating Capital Outlay, Total

\$1,726

Two (2) laptop computers
including software, accessories

\$1,726

Expenses, Total

\$0

Total Budget

\$1,726

Miami-Dade County will reimburse an amount not to exceed:

\$1,726

ATTACHMENT C

Edward Byrne Memorial Justice Assistance Grant Program
Drug Control and System Improvement Formula Grant Program

Quarterly Project Performance Report

RECORDS IMPROVEMENT
Fiscal Year 2014

Golden Beach
(City)

(Project Name)

(Name of Person Completing Form)

(Title)

(Phone)

Report Number	Quarterly Period	Report Due Dates
1	October 1 - December 31	January 5
2	January 1 - March 31	April 5
3	April 1 - June 30	July 5
4 (FINAL)	July 1 - July 31	August 5

Report Number	Quarterly Period	Report Due Dates

Note: Those questions that are directly related to your program have been highlighted for your convenience. All questions must be answered and explained in the NARRATIVE portion of this report. Any report not received by January 5; April 5; July 5; and/or October 5, will result in the issuance of a "Noncompliance Notice" and a delay or denial of Reimbursement Requests.

FY2014 Quarterly Project Report
Records Improvement
Golden Beach

Please answer the following questions based on activity that occurred in the previous quarter.

- 1 Amount of JAG funds expended on equipment and/or supplies
- 2 Number of equipment/supplies items purchased with JAG funds
- 3 Specify type of equipment/supplies purchased with JAG funds

PROGRAM NARRATIVE
In accordance with FDLE, all projects must include a detailed description of program activities for each quarter. Jurisdictions failing to complete this portion of the report will be "Out of Compliance" in addition to a denial of reimbursement requests.

PRINT THIS PAGE ON YOUR LETTERHEAD
Edward Byrne Memorial Justice Assistance Grant Program
 SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS

Subgrant Number: _____
Name of Agency/City: _____ **Date:** _____
Project Title: _____ **Claim Number:** _____
Telephone Number: _____ **Claim Period:** _____
Name of Person Completing Form: _____

1. Total Federal Budget	_____	2. Amount of this Invoice:	_____
3. Amount of Previous Invoices	_____	4. Remaining Budget Balance	<u>\$0.00</u>
		<small>(Subtract lines 2 & 3 from line 1)</small>	

	<u>AGENCY</u>	<u>FOR OMB USE ONLY:</u>
	Requested Amount for Reimbursement (as indicated on Line 2 above)	Approved Amount for Reimbursement
Category	_____	_____
Salaries & Benefits	_____	_____
Contractual Services	_____	_____
Expenses	_____	_____
Operating Capital Outlay	_____	_____
Total Claim Amount	<u>\$0.00</u>	_____

The above amount indicated as our agency's "Total Claim Amount" is being requested for reimbursement which is in accordance with our contract agreement. Also, supporting documentation has been provided with this package which substantiates the above "Total Claim Amount" requested by our agency.

I hereby certify that all of the costs have been paid and none of the items have been previously reimbursed. All of the expenditures comply with the authorized budget and fall within the contractual scope of services and all of the goods and services have been received, for which reimbursement is requested.

Respectfully submitted,

 Authorized Signature (Chief of Police/Other City Official)

 Payment Approved, Miami-Dade County OMB

FOR OMB USE ONLY

G/L Coding	
Invoice Number: _____	Invoice Description: _____
Vendor #: _____	Voucher #: VQBU _____
Index Code: _____	
Amount to Pay: _____	Package Reviewed by Liaison: _____
Subobject: _____	Date Submitted by Liaison in IWA: _____
Resolution: _____	

SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(Salaries and Benefits)

Name of Agency/City: _____ Date: _____

Project Title: _____ Claim Number: _____

	<u>Name Officer/Staff</u>	<u>Date of Activity</u>	<u>Type of Activity*</u>	<u>Total Hours</u>	<u>Total Amount</u>
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____
7	_____	_____	_____	_____	_____
8	_____	_____	_____	_____	_____

*(Presentation, Parent Meeting, Field trip, etc.)

Total Amount for Salaries and Benefits (if applicable): _____ \$0.00

Total Hours: _____ 0.00

I CERTIFY THAT PAYMENT FOR THE AMOUNT OF _____ \$0.00 IS CORRECT.

BELOW IS THE SIGNATURE OF EACH STAFF (EMPLOYEE) IN THE ORDER LISTED ABOVE:

- 1 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 2 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 3 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 4 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 5 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 6 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 7 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____
- 8 OFFICER/STAFF SIGNATURE: _____ EMPLOYEE ID: _____

I VERIFY THAT THE ABOVE SERVICES WERE PROVIDED:

CHIEF OF POLICE/CITY OFFICIAL SIGNATURE: _____

Note: Payroll registers, time sheets and OT slips (if applicable), documenting payroll expenses must be attached to process this reimbursement.

SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(Contractual Services)

Name of Agency/City: _____ Date: _____

Project Title: _____ Claim Number: _____

<u>Vendor Name</u>	<u>Item Description</u>	<u>Date Paid</u>	<u>Check/ACH Number</u>	<u>Amount</u>

TOTAL CONTRACTUAL SERVICES AMOUNT: _____ \$0.00

NOTE: Copies of all invoices, cancelled checks, purchase orders for this request must be attached to process this reimbursement.

**SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(Expense)**

Name of Agency/City: _____ Date: _____

Project Title: _____ Claim Number: _____

<u>Vendor Name</u>	<u>Item Description</u>	<u>Date Paid</u>	<u>Check/ACH Number</u>	<u>Amount</u>

TOTAL EXPENSE AMOUNT: _____ \$0.00 _____

NOTE: Copies of all invoices, cancelled checks, and purchase orders for this request must be attached to process this reimbursement.

SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(Operating Capital Outlay)

Name of Agency/City: _____ Date: _____

Project Title: _____ Claim Number: _____

<u>Vendor Name</u>	<u>Item Description</u>	<u>Date Paid</u>	<u>Check/ACH Number</u>	<u>Amount</u>

TOTAL OPERATING CAPITAL OUTLAY AMOUNT: _____ **\$0.00**

NOTE: Copies of all invoices, cancelled checks, purchase orders for this request must be attached to process this reimbursement.

JAG/BYRNE GRANT ADMINISTRATION

MIAMI-DADE COUNTY AFFIDAVITS

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NONDISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof; it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

I, _____, being first duly sworn state:
Affiant

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

Federal Employer Identification Number (If none, Social Security)

Name of Entity, Individual(s), Partners, or Corporation

Doing Business As (if same as above, leave blank)

Street Address City State Zip Code

I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

- 1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in the County jail for up to sixty (60) days or both.

 II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?
 Yes No
2. Does your firm provide paid health care benefits for its employees?
 Yes No
3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	<input type="checkbox"/>	Males	<input type="checkbox"/>	Females		Asian:	<input type="checkbox"/>	Males	<input type="checkbox"/>	Females
Black:	<input type="checkbox"/>	Males	<input type="checkbox"/>	Females		American Indian:	<input type="checkbox"/>	Males	<input type="checkbox"/>	Females
Hispanics:	<input type="checkbox"/>	Males	<input type="checkbox"/>	Females		Aleut (Eskimo):	<input type="checkbox"/>	Males	<input type="checkbox"/>	Females
_____:	<input type="checkbox"/>	Males	<input type="checkbox"/>	Females:	_____:	<input type="checkbox"/>	Males	<input type="checkbox"/>	Females	

 III. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

- _____ The firm does not have annual gross revenues in excess of \$5,000,000.
- _____ The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128.
- _____ The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;
- _____ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County _____ has _____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County _____ has _____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

__VI. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

__VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

__VIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

__IX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

X. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of \$500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

XI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By: _____ (Signature of Affiant) _____ (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____ 200__ by _____ He/She is personally known to me or has presented _____ as identification. (Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

Notary Public – Stamp State of _____ (State)

Notary Seal

Form A-12
Code of Business Ethics

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature in the Proposal signature page, Form A-12, the Proposer hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Proposer firm's code varies in any way the Proposer must identify the difference(s) on a separate document attached to Form A-12.

Compliance with Government Rules and Regulations

- We the undersigned Proposer will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- We, the undersigned Proposer will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consulting, Vendors, and Suppliers

- We, the undersigned Proposer will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;
- We, the undersigned Proposer will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors;
- We, the undersigned Proposer will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently;
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Proposer.
- We, the undersigned Proposer will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Proposer will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Proposer will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Proposer encourage all employees to participate in community life, public service and the political process to the extent permitted by law;
- We, the undersigned Proposer encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law;
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- We, the undersigned Proposer will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.

- We, the undersigned Proposer will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity;

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc;

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

By: _____
(Signature of Affiant)

(Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

200__ by _____ He/She

is personally known to me or has presented _____
(Type of Identification)

as identification.

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Ordinance 93-129, Section 1)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

By: _____
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____
200__ by _____, He/She
: _____
is personally known to me or has presented _____
(Type of Identification)

as identification.

(Signature of Notary) (Serial Number)

(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of _____
(State)

Notary Seal

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to Miami-Dade County

by _____
(print individual's name and title)

for _____
(print Name of entity submitting sworn statement)

whose business address is _____

and if applicable its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

OR Produced Identification _____ Notary Public - State of _____

My commission expires _____

(Type of Identification)

(Printed typed or stamped commissioned name of notary public)

JAG/BYRNE GRANT ADMINISTRATION

PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Ordinance 97-104)

Name of Organization: _____ Address: _____

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit the list of first tier subcontractors or sub-consultants who will perform any part of the Scope of Services Work, if this Contract is for \$100,000 or more.

The Provider must complete this information. If the Provider will not utilize subcontractors, then the Provider must state "No subcontractors will be used"; do not state "N/A".

<u>NAME OF SUBCONTRACTOR OR SUB-CONSULTANT</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
--	----------------	-----------------------

No subcontractors will be used.

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit a list of suppliers who will supply materials for the Scope of Services to the Provider, if this Contract is \$100,000 or more.

The Provider must fill out this information. If the Provider will not use suppliers, the Provider must state "No suppliers will be used", do not state "N/A".

<u>NAME OF SUPPLIER</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>
-------------------------	----------------	-----------------------

No suppliers will be used.

I hereby certify that the foregoing information is true, correct and complete:

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____ Fed. ID No. _____

Address: _____ City/ State/Zip: _____

Telephone: () _____ Fax: () _____ E-mail: _____

RESOLUTION 2332.13 BACK-UP

**COMBINED VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN
THE CITY OF MIAMI, FLORIDA AND
THE TOWN OF GOLDEN BEACH, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement is made as of this ____ day of _____, 2013, by and between the CITY OF MIAMI, FLORIDA, a Florida municipal corporation, having its principal office at 3500 Pan American Drive, Miami, Florida 33133, and the TOWN OF GOLDEN BEACH, FLORIDA, a Florida municipal corporation having its principal office at 1 Golden Beach Drive, Golden Beach, Florida 33160, and states as follows:

WHEREAS, it is the responsibility of the governments of the City of Miami, Florida, and the Town of Golden Beach, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of Miami Police Department or the Town of Golden Beach Police Department; and

WHEREAS, it is in the best interest and advantage of the City of Miami and to receive and extend mutual aid to each other in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and

- (3) Joint provision of certain law enforcement services specified herein and allowed pursuant to Florida Statute 166.0495; and

WHEREAS, the City of Miami and the Town of Golden Beach have the authority under The Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

NOW, THEREFORE, BE IT KNOWN, that the City of Miami, a political subdivision of the State of Florida, and the Town of Golden Beach, a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and the Town of Golden Beach for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.

- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and the Town of Golden Beach for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.
- c. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the City of Miami and the Town of Golden Beach for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and boating infractions.
- d. Participating in exigent situations, without the need for a formal request, including, but not limited to, area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- e. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and the Town of Golden Beach for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (e) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene the assisting agency's officer may turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken.

These provisions are not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural, technological or manmade disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.

11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.
17. Off-duty special events.
18. DUI Checkpoints.

SECTION III: PROCEDURE FOR REQUESTING OPERATIONAL ASSISTANCE

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee. The Chief of Police, or designee, of the agency whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

2. The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

3. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.

4. Communications instructions should be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.

5. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of Police involved.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

a. COMMAND:

The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

b. CONFLICTS:

Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

c. HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Chief of Police or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

a. Employees of the City of Miami and the Town of Golden Beach when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Fla. Stat. (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

b. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

c. The political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

d. The political subdivision furnishing aid pursuant to this agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees while

they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.

e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. This section applies to paid, volunteer, reserve and auxiliary employees.

f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: FORFEITURES

a. In the event an agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.

b. All proceeds from forfeited property seized as a result of or in accordance with this agreement shall be divided equally between the parties, less the costs associated with the forfeiture action.

SECTION VIII: INSURANCE

Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an

amount which is, in the judgment of the governing body of that political subdivision, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of the notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until November 1, 2018. Under no circumstances may this agreement be renewed, amended or extended except in writing.

SECTION X: CANCELLATION

Either party may cancel its participation in this agreement upon delivery of written notice to the other political subdivision. Cancellation will be at the discretion of any political subdivision to this mutual aid agreement.

IN WITNESS WHEREOF, the parties hereto cause to these presents to be signed on the date first written above.

AGREED AND ACKNOWLEDGED this _____ day of _____, 2013.

Alex B.
ALEXANDER DIAZ
Town Manager
Town of Golden Beach
Date: 11-14-2013

ATTEST:

Lisette Perez
LISSETTE PEREZ
City Clerk
Town of Golden Beach

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Stephen Helman Jr.
STEPHEN HELLMAN
Town Attorney

Don DeLuca
DON DE LUCCA
Chief of Police
Town of Golden Beach

JOHNNY MARTINEZ
City Manager
City of Miami
Date: _____

ATTEST:

TODD B. HANNON
City Clerk
City of Miami

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VICTORIA MÉNDEZ
City Attorney

MANUEL OROSA
Chief of Police
City of Miami

APPROVED AS TO INSURANCE
REQUIREMENTS:

CALVIN ELLIS
Risk Management Director
City of Miami, Florida