



## **TOWN OF GOLDEN BEACH**

**One Golden Beach Drive  
Golden Beach, FL 33160**

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**Official Agenda for the April 24, 2012  
Special Town Council Meeting called for 7:00 P.M.**

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**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. PLEDGE ALLEGIANCE**

**D. PRESENTATIONS / TOWN PROCLAMATIONS**

Officer of the Quarter

Employee 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  
Comprehensive Planning Board  
Recreation Committee  
Security/Public Safety Committee  
Youth Leadership Group

**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 March 27, 2012 Special Town Council Meeting
2. **A Resolution of the Town Council Approving a Contract between Miami-Dade County and the Town of Golden Beach for a Prisoner Processing 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 PRISONER PROCESSING PROJECT; AUTHORIZING AND DIRECTING THE TOWN MAYOR TO EXECUTE SAID CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 2  
Resolution No. 2237.12

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2237.12

3. **A Resolution of the Town Council Authorizing the Transfer of Law Enforcement Trust Fund (LETF) Monies to the Capital Fund for the Construction of a Public Dock and Police Boatlift on the Intra-coastal Waterway.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE TRANSFER OF LAW ENFORCEMENT TRUST FUND (LETF) MONIES TO THE CAPITAL FUND FOR THE CONSTRUCTION OF A PUBLIC DOCK AND POLICE BOATLIFT ON THE INTRA-COASTAL WATERWAY;

PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 3  
[Resolution No. 2238.12](#)

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2238.12

## **P. TOWN RESOLUTIONS**

### **4. A Resolution of the Town Council Approving the Agreement for Contract Police Officer with David Carrazana.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE AGREEMENT FOR CONTRACT POLICE OFFICER WITH DAVID CARRAZANA; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 4  
[Resolution No. 2239.12](#)

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2239.12

### **5. A Resolution of the Town Council Approving an Agreement between the Town and Lee Construction Group, Inc.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE TOWN AND LEE CONSTRUCTION GROUP, INC. FOR BOAT DOCK IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 5  
[Resolution No. 2240.12](#)

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2240.12

**6. A Resolution of the Town Council Authorizing the Mayor and Town Manager to Update Town Policies Regarding Employee Benefits.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE MAYOR AND TOWN MANAGER TO UPDATE TOWN POLICIES REGARDING EMPLOYEE BENEFITS; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6  
[Resolution No. 2241.12](#)

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2241.12

**7. A Resolution of the Town Council Approving a Loan for Construction of the Center Island and Navona Avenue Bridges.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AND AUTHORIZING A LOAN FOR CONSTRUCTION OF THE CENTER ISLAND AND NAVONA AVENUE BRIDGES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 7  
[Resolution No. 2242.12](#)

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2242.12

**R. DISCUSSION & DIRECTION TO TOWN MANAGER**

Mayor Glenn Singer:  
None Requested

Vice Mayor Amy Isackson-Rojas:  
None Requested

Councilmember Judy Lusskin:  
None Requested

Councilmember Kenneth Bernstein:  
None Requested

Councilmember Bernard Einstein:

None Requested

Town Manager Alexander Diaz

None Requested

## **S. ADJOURNMENT:**

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### **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


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## MEMORANDUM

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**Date:** April 24, 2012

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Lissette Perez,  
Interim Town Clerk 

**Subject:** Town Council Minutes

Item Number:

1

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### Recommendation:

It is recommended that the Town Council adopt the attached minutes of the Town's March 27, 2012 Special Town Council Meeting.



## TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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Official Minutes for the March 27, 2012  
Special Town Council Meeting called for 7:00 P.M.

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### A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 7:02 p.m.

### B. ROLL CALL

**Councilmember's Present:** Mayor Glenn Singer, Vice Mayor Amy Isackson-Rojas, Councilmember Judy Lusskin, Councilmember Kenneth Bernstein (showed up late), Councilmember Bernard Einstein

**Staff Present:** Town Manager Alexander Diaz, Interim Town Clerk Lissette Perez, Police Chief Donald W. De Lucca, Police Commander George CaDavid, Finance Director Maria D. Camacho, Town Attorney Steve Helfman

### C. PLEDGE ALLEGIANCE

Chief De Lucca 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

### F. TOWN BOARD/COMMITTEE REPORTS

Beach Committee – None  
Beautification Committee – None  
Comprehensive Planning Board – None  
Recreation Committee – None  
Security/Public Safety Committee – None  
Youth Leadership Group – None

### G. GOOD AND WELFARE

### **Alan Elenson, South Parkway**

Spoke about a permit for a reality shoot in a house in South Parkway. Stated that he was told by the Mayor and Town Manager that this permit was signed off by the neighbors on both sides of the house. Presented a letter for the record from Debbie Cheroff, 330 South Parkway, one of the neighbors, stating that she was misadvised and misinformed as to what was occurring at the house. He feels that this project was in violation of the Town's rules for permitting and he feels that they should be revoked from their ability to film a reality show. He also stated that there were other issues with the filming, such as violation of FAA rules.

He also mentioned that there was some confusion regarding parking throughout Town. He asked if residents were or were not allowed to double park in the streets in Town. He stated that he expected an answer from the Town Council, otherwise he would get an injunction from his attorney.

## **H. MAYOR'S REPORT**

Invited residents to visit North and South Parks and use the new exercise equipment that was installed. Commended the staff on the Town's newsletter and how great it is looking, and keeps getting better. Spoke on the minor vandalism that has been occurring over the last few months in Town. Urged residents that if they see or suspect anything, to immediately call police. In regards to the filming issue, the Mayor stated that the filming taking place in South Parkway was done with the proper permits to his knowledge. Everyone was notified as required, they are paying a significant fee, it's only done a few days a week, there's no noise, there's no parking issues because they've rented spots in the West lot, and this should not be a nuisance to the residents. If it does become a nuisance please don't hesitate to call Town Hall or the police department, and the Town will resolve the issue.

## **I. COUNCIL COMMENTS**

### **Councilwoman Lusskin**

She spoke on the Mr. FixIt idea and how great it is. She brought up the wall at Massini Avenue and the breaches in the fence there that need to be fixed. She stated that if the Town is spending all of this money on a security system, not addressing the fence on Massini Avenue would be like securing your home and leaving the backdoor unlocked. She says that she did a little homework and feels that the Town could build a wall there for under \$100,000. Addressing Mr. Elenson's comments she stated that as far as she knew and the Town knew, the helicopter that he saw had nothing to do with the filming.

### **Councilman Bernstein**

Happy to see that code enforcement has been trying to make the Town look better and giving people the opportunity to fix any problems they may have. However, he stated that he wasn't sure if he agrees with the manner in which the Town did it, feeling that it's not the best use of the police officers time. He also commented on Mr. Elenson's concerns.

### **Vice Mayor Rojas**



She commented on the issues several residents are having with the internet and cell phone service provided by AT&T. Thinks that as a Town something should be done. She stated that she was told that if we had a tower in Town this would alleviate some of the issues. She agrees with Councilwoman Lusskin about the Massini Avenue wall, and other projects can wait while the security of the Town is in place. .

### **Councilman Einstein**

He spoke about Atlantic Broadband and the immense increases in their rates. Looked at the equipment in North Park; it looks great. He mentioned the powerlines going down on Golden Beach Drive and how important that is for the Town. He complimented the Town on the addition of the dividers at the gatehouse. He also commended the Town on the latest newsletter that came out, and how it really looks like a magazine.

### **J. TOWN MANAGER REPORT**

He spoke on the marquee at the guardhouse that has been out for some time now, and the Town is looking for a local representative to fix it because the Town's manufacturer has gone out of business. All of the elements of Tweddle Park are complete. The dog park is in full operation and service, the Town is just waiting for the water fountain to be delivered. The park equipment has been installed, town still doing some minor adjustments. Town now has a 2-mile fitness course in Town traveling through the two parks. Thanked Michael Glidden, Marie Talley and Eric Garcia for working on the newsletter and giving it that new magazine feel. Town has started adding some color to North Park to make that area look as bright and enjoyable as South Park. Thanked the Police Department and Chief De Lucca for good work with their stats. Promised to send the AT&T district office a letter to try to resolve the issue with internet connectivity.

**CIP Update** – last month the Town started taking the utility poles on Golden Beach Drive down. The Town is working to get the homes south of The Strand connected, about 20% connected so far. Hopefully come the holidays the entire Town will be off the overhead poles. Crews are now working on A1A, and the Town anticipates beginning work on the islands very soon. Town is in the final close-out stages of the punch list items related to CIP. The goal is to try to have all of the final payments to Southeastern Engineering, Inc. within the next couple of months. Very excited that the Town looks beautiful, and the Town is a completely different community from 2007 to now. Thanked Paul Abbott, Franklin Barron, Ramon Castella, and Steve Smith for all of the work they have done on the CIP project.

Tonight's agenda is aggressive. The Town is entering the next phase of CIP – which is the construction of the Center Island and Navona Avenue bridges. The Town was able to get the project out to bid and select the CEI services from one of the firms and having a bridge company submit a proposal. Town is under budget so far, before starting on the bridge replacement project. The Town's commitment is that both bridges will be re-built at the same time, and the projects will be complete without increasing rent, taxes or ask for a special assessment. When the Town started this endeavor, the anticipated costs were \$2.3-million – tonight the anticipated costs from the Town's perspective will be about \$1.5-million dollars, of which the residents will not have to pay

since those revenues have already been collected and the Council, in preparation of these projects, had already set aside those dollars.

Bid opening was held earlier in the day for the Boat Dock and Lift project, hoping to bring that item for Council consideration at the next Council meeting.

Paul Abbott spoke about AT&T and advised residents to call 611 to voice their complaints should they have any.

#### **K. TOWN ATTORNEY REPORT**

Spoke on the request for a report on the status of South Gate and the possibility of opening South Gate. He has already submitted something to the Mayor and Manager and will send it to each of the councilmembers.

#### **L. ORDINANCES – SECOND READING**

None

#### **M. ORDINANCES - FIRST READING**

None

#### **N. QUASI JUDICIAL RESOLUTIONS**

##### **1. Resolution of the Town Council Approving a Variance Request for the property located at 200 South Island Drive.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A VARIANCE REQUEST FOR THE PROPERTY LOCATED AT 200 SOUTH ISLAND DR., GOLDEN BEACH, FLORIDA 33160. TO ALLOW A BOAT LIFT TO BE INSTALLED AT AN EXISTING BOAT NOTCH WITH A 0' SIDE SETBACK, IN LIEU OF THE REQUIRED 5' SETBACK ESTABLISHED FOR THE D-5 TRIANGLE, AND TO ALLOW THE LIFT STRUCTURE TO BE INSTALLED CLOSER THAN 10' FROM THE SIDE YARD PROPERTY LINE. PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 1  
Resolution No. 2226.12

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2226.12

A motion to approve was made by Councilmember Bernstein seconded by Councilmember Luskin.

On roll call, the following vote ensued:

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

The motion passed.

**Town Attorney** swore in all who would speak on the item.

**Building Official Dan Nieda** gave a summary of the variance request. He advised the Council to refer to drawing S3 from their Council packets. Building Regulation Advisory Board rejected the variance request. There is a letter of no objection from the neighbor on the south side and DERM endorses the variance petition. The petitioner wants to insert a boat lift inside the notch instead of on the seawall, which requires a variance petition.

**Mayor Singer** stated that looking at the drawings it seems that the lift would be less of an eye soar if it were in the notch instead of on the seawall.

**Kirk Loffrend, Environmental Consultant, Ocean Consulting, 340 Minorca Avenue, Coral Gables** – the original design prior to Mr. Burman purchasing the property, requested by the regulatory agencies was to fill the boat notch. That request was denied, so the next alternative was to extend the dock as long as possible across the property to avoid affecting the Town's D5 triangle. That request was somewhat approved, but they were required to shrink the dock by 20 feet because of substantial seagrass resources on the north side of the property. In order to maintain two slips for the property it made sense to put the boat lift in the notch for the smaller vessel.

**Councilman Bernstein** asked if the boat lift extends past the seawall of where the boat notch is. The consultant advised that it does.

Mayor Singer stated that he didn't like the fact that the boatlift sticks out so far. He asked Mr. Nieda why the BRAB turned it down, Mr. Nieda stated that it was because it doesn't meet the seven criteria for a variance.

**Councilmember Bernstein** stated that it seems like the resident has the approvals from all of the regulatory agencies, and the resident can't put it up in the other location because of the shallowness of the area.

**Councilmember Einstein** stated that looking at the property, this is the best use for it.

**Fred Chouinard** stated that all of the information being presented to the Council was not the way he remembered it to be presented to the BRAB.

**Mr. Loffrend** advised that the applicant has received DERM's preliminary stamp of approval.

**Mr. Neida** noted that the applicant responded that DERM will not permit that the lift be installed closer to the house.

Council agreed that the logical place to place it is where they are asking and that the applicant does have a hardship.

**O. CONSENT AGENDA**

**2. Minutes of the February 21, 2012 Regular Town Council Meeting**

Consensus vote was 5 Ayes and 0 Nays. Item O2 passes.

**P. TOWN RESOLUTIONS**

**3. A Resolution of the Town Council Selecting Eisman & Russo, Inc. for Construction Engineering and Inspection (CEI) Services.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, SELECTING EISMAN & RUSSO, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE BRIDGE REPLACEMENTS TO THE STRAND AND NAVONA AVENUES; AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN AND EISMAN & RUSSO, INC.; AUTHORIZING THE MAYOR AND TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 3  
Resolution No. 2227.12

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2227.12

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

On roll call, the following vote ensued:

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

The motion passed.

**Town Manager** began by publicly thanking Steve Helfman and Lilian Arango from Weiss, Serota, Helfman, for putting all of the items and agreements together for this meeting. The CEI firm is the firm responsible for overseeing the actual construction activities and inspection services compliant with the LAP agreement associated with the

construction of the Navona Avenue and Center Island bridges. He presented Leo Offreddi, from Eisman & Russo, who will be the project manager and the principal engineer of record on this project. The same firm that designed the bridges can not serve as the CEI firm, precluding C3TS from serving as the CEI firm. Eisman & Russo, a very qualified firm, were able to meet the Town's number and came in well below where the town needed them to be to be able to balance the budget for the bridge project.

**Mayor** asked the Town Manager to explain the firm hierarchy of the construction of the bridges.

The **Town Manager** explained that there are many organizations that are involved with this project. The project is being funded by a Local Agency Partnership (LAP) agreement the Town has with FDOT. FDOT has asked the Town to manage the construction of both bridges. LAP requires certain layers of protections be in place with the funds that are being used. In this case the Town using federal, state, local and FEMA dollars. FDOT has a number of LAP requirements that need to be adhered to. The Town Manager's office along with Paul Abbott will oversee the full program from beginning to end. C3TS, the original designers that will certify the bridges, will be reviewing the product submittal materials and answering any questions from the firms that are hired. When actual construction begins, there will be a minimum of three employees with the CEI firm that are counting and reassuring that the integrity of the bridges is being met. The CEI firm will have a person in Town known as the Compliance Specialist, who will strictly do compliance auditing. CEI services are being paid for 100% by FDOT. The other part of the team are the actual bridge builders, the firm called American Bridges. Town has a preliminary commitment from the firms that they will be done in 15 months. After 18 months, the firms go in to liquidated damages. Funding sources from this particular project are coming from FDOT. Thanked Ramon Castella, Sean Compel and Paul Abbott for helping the Town get the funds from FEMA to pay for the seawall portion of the bridges. \$300,000 are in the Town's contingency fund. Residents are not being asked to pay a single penny to go towards the construction of the bridges.

**Councilwoman Lusskin** asked how high is the bridge going to be compared to the existing bridge.

**Ramon Castella** advised that it would be a little higher. Verona Avenue bridge, and the proposed Navona Avenue and Center Island bridges do not have traditional pilings, they have drill shafts, creating very little vibration.

**Councilman Einstein** asked what the Town was envisioning for the trees for this contrat? The Town Manager advised that it would be a combination of current landscaping and new landscaping.

**Town Manager** said that there would be some staggering when it comes to the drilling of the shafts, but the bridges will be demolished at the same time. But the Town will take delivery of both bridges on the same day.

**Councilman Einstein** asked if firms were responsible for any damages. The **Town Manager** stated that they are.

**Mayor** stated that the Town does not want to incur any additional long-term debt.

**Town Manager** reminded the Council that the Town has a very healthy fund balance as well.

**Vice Mayor Rojas** asked if any of the numbers include dredging, and if so how much and who will do it?

**Mayor** advised that numbers do not include dredging.

**4. A Resolution of the Town Council Approving a Proposal with Corzo, Castella, Carballo, Thompson, Salman, P.A., for Post-Design Engineering Services for the Bridge Replacement at Navona Avenue.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL WITH CORZO, CASTELLA, CARBALLO, THOMPSON, SALMAN, P.A., FOR POST-DESIGN ENGINEERING SERVICES FOR THE BRIDGE REPLACEMENT AT NAVONA AVENUE; WAIVING COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION OF THE PROPOSAL; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 4  
Resolution No. 2228.12

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2228.12

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

On roll call, the following vote ensued:

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

The motion passed.

**Town Manager** advised that the costs are \$59,750 for both bridges, \$29,750 per bridge and per resolution. C3TS will work out of their office, Eisman & Russo will become the town's new C3TS on the scene.

He stated that when the Council authorized the original contract for design services with C3TS, in that original design C3TS was very clear that they would get the Town through the RFP process; any post design services would be negotiated through another contract. The Town has always known that post design services were not included in that value.

**Town Manager** thanked the Mayor and the Council for getting the Town to where they are now.

**5. A Resolution of the Town Council Approving a Proposal with Corzo, Castella, Carballo, Thompson, Salman, P.A., for Post-Design Engineering Services for the Bridge Replacement at The Strand Avenue.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL WITH CORZO, CASTELLA, CARBALLO, THOMPSON, SALMAN, P.A., FOR POST-DESIGN ENGINEERING SERVICES FOR THE BRIDGE REPLACEMENT AT THE STRAND AVENUE; WAIVING COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION OF THE PROPOSAL; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 5  
Resolution No. 2229.12

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2229.12

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

On roll call, the following vote ensued:

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

The motion passed.

**Mayor** stated that this resolution is the second half of \$59,750 for the Strand Avenue bridge.

**6. A Resolution of the Town Council Selecting American Bridge Company for Construction of the Bridge Replacements to The Strand and Navona Avenues.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, SELECTING AMERICAN BRIDGE COMPANY FOR CONSTRUCTION OF THE BRIDGE REPLACEMENTS TO THE STRAND AND NAVONA AVENUES; AUTHORIZING AND APPROVING A CONTRACT FOR CONSTRUCTION BETWEEN THE TOWN AND AMERICAN BRIDGE COMPANY; AUTHORIZING THE MAYOR AND

TOWN MANAGER TO EXECUTE THE CONTRACT;  
PROVIDING FOR IMPLEMENTATION; AND PROVIDING  
FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6  
Resolution No. 2230.12

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2230.12

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

On roll call, the following vote ensued:

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

The motion passed.

The **Town Manager** took a moment to thank Dave Caserta, the Town's lobbyist for all of his services to the Town. He introduced Bob Wind, representing American Bridge Company. Two firms submitted proposals for the bridge projects, and the process dictated by DOT standards is that as long as there isn't a reason to disqualify the firm, the Town must go with the lowest bidder. The Town was fortunate that our lowest bidder is a very large, international firm like American Bridge Company.

**Mr. Bob Wind** spoke about American Bridge Company and how they work. A local company will be doing the side work. Specialty work is subcontracted by American Bridges, such as electrical work. However actual building of the bridges is not subcontracted out.

**Councilwoman Lusskin** asked about what would happen if there was a hurricane and she asked if the \$7.5 million includes the soft costs? The **Town Manager** advised that there are weather days built in to the timetable and soft costs are not included. The contract calls for a \$650,000 owner contingency, which the Town is reducing by \$350,000.

**Councilman Bernstein** asked why does the Town feel comfortable with the contingency number?

**Town Manager** responded that unlike the CIP project which had a lot of unforeseen quantities and qualities for materials, the bridge projects are pretty straight-forward. Even if worst case scenario, if all of the resistant numbers of the bridges pilings are surpassed, the Town will be able to cover the costs with the revised contingency number.

**Councilman Einstein** asked about the piles and **Mr. Wind** stated that they are using drill shafts instead.



**Councilwoman Lusskin** asked if TICO gas company will be out there? The **Town Manager** stated that they will not. American Bridges will be doing all of the relocating of the utilities.

**Vice Mayor Rojas** asked if adjacent properties should store their boats during the construction period? **Mr. Wind** advised that the boats should not be disturbed during construction.

**7. A Resolution of the Town Council Approving an Agreement between the Town and Iron Sky, Inc.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE TOWN AND IRON SKY, INC. FOR AN INTEGRATED CCTV SECURITY CAMERA SYSTEM AND WIRELESS DATA NETWORK; AUTHORIZING THE MAYOR AND TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 7  
Resolution No. 2231.12

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2231.12

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

On roll call, the following vote ensued:

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

The motion passed.

The **Town Manager** advised that at the last council meeting, the Council selected Iron Sky and their contract value for the CCTV project. Administration wanted to make sure that both the Town's attorney's and Iron Sky's in-house council drafted an agreement that was acceptable. This resolution accepts that agreement.

**Councilman Einstein** asked about the camera locations on Golden Beach Drive. The **Town Manager** advised that there are multiple cameras along Golden Beach Drive that capture the activity on the street. The entire length of Golden Beach Drive is under surveillance.

**Councilman Einstein** wanted further clarification of the amount of cameras on Golden Beach Drive and their ability to capture everything.

**Town Manager** stated that there might only be two cameras identified for Golden Beach Drive, but we'll know where the subject is by it being or not being captured by the next camera location.

**Mayor Singer** also stated that the Town didn't decide where the cameras go, the security consultants were hired and they used their expertise to suggest where the cameras should go.

**Town Manager** stated that the privacy of the residents will be maintained. The cameras are only for the public right-of-ways of the Town. No resident's private property will fall under the camera's view field. There are predetermined criteria that will dictate the regulation of each of the individual cameras.

**Mayor Singer:** down the road if the Town wants more cameras, they can get them.

**Town Manager:** Town is maximizing the usage of the cameras with the limited resources it has.

**Councilman Einstein** asked if there is a hurricane what happens to the cameras.

**Town Manager** stated that the cameras would be lost. They will be added to the Town's insurance policy.

**8. A Resolution of the Town Council Selecting Design Maintenance, LLC for State Road A1A/Ocean Boulevard Landscape and Irrigation Maintenance Services.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, SELECTING DESIGN MAINTENANCE, LLC FOR STATE ROAD A1A/OCEAN BOULEVARD LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES; AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN AND DESIGN MAINTENANCE, LLC; AUTHORIZING THE MAYOR AND TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 8  
Resolution No. 2232.12

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2232.12

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

On roll call, the following vote ensued:

Mayor Singer Absent

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

The motion passed.

**Town Manager:** asked the firm of O’Leary Richards to put together a full maintenance guidebook for total landscape care of all of the Town’s open spaces. Then the Town put it out to bid. Items 8 and 9 specifically address A1A areas. The firm of Landscape Maintenance, which is Tim Hodges firm that has been with the Town for over four years, came in at a competitive price. Town also engaged the firm of O’Leary Richards on a monthly basis to make sure that all of our landscape criteria are being adhered to. Told the firms that he wants A1A and the interior of Town to look like Disney. A small percentage of A1A gets reimbursed by FDOT.

**Vice Mayor Rojas** asked why the Town is recommending to work with two different firms. The **Town Manager** responded that the real life savings by going with one firm was not that material for the Town to recommend just one. Also, it is a lot of work for just one firm to provide to the Town.

**Councilman Einstein** asked about the ground cover on A1A.

**9. A Resolution of the Town Council Selecting Design Maintenance, LLC for State Road A1A/Ocean Boulevard Fertilization and Pest Management Services.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, SELECTING DESIGN MAINTENANCE, LLC FOR STATE ROAD A1A/OCEAN BOULEVARD FERTILIZATION AND PEST MANAGEMENT SERVICES; AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN AND DESIGN MAINTENANCE, LLC; AUTHORIZING THE MAYOR AND TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 9  
Resolution No. 2233.12

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2233.12

A motion to approve was made by Councilmember Lusskin seconded by Mayor Singer.

On roll call, the following vote ensued:  
Mayor Singer Aye

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

The motion passed.

**Town Manager:** firms will now be responsible, through a schedule that's dictated through RFP to provide pest maintenance and fertilization and treat for white flies. Town doesn't have the in-house staff or the licensing requirements to provide this service. The Town will continue to maintain its white fly program for at least another year, through the Town's relationship with Spray Pro, but it is not associated with this program. The Town will continue to coordinate those visits for another year.

**10. A Resolution of the Town Council Selecting Orchidman Landscape Artisans, Corp. for Landscape and Irrigation Maintenance Services.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, SELECTING ORCHIDMAN LANDSCAPE ARTISANS, CORP. FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES; AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN AND ORCHIDMAN LANDSCAPE ARTISANS, CORP; AUTHORIZING THE MAYOR AND TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 10  
Resolution No. 2234.12

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2234.12

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

On roll call, the following vote ensued:

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

The motion passed.

**Town Manager:** This contract covers the Massini fence line, Terracina fence line, Singer Park, North Park, South Park, all of the street ends, the Strand from guardhouse on A1A and to the Intercoastal. The Public Works Department will still be responsible for landscaping services at Town Hall, Tweddle Park, the 5 foot greenway along Golden Beach Drive, Massini Avenue and Terracina Avenue. All other areas of Town will now be under contract with a private company.

**11. A Resolution of the Town Council Selecting Orchidman Landscape Artisans, Corp. for Fertilization and Pest Management Services.**

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, SELECTING ORCHIDMAN LANDSCAPE ARTISANS, CORP. FOR FERTILIZATION AND PEST MANAGEMENT SERVICES; AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN AND ORCHIDMAN LANDSCAPE ARTISANS, CORP.; AUTHORIZING THE MAYOR AND TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 11  
Resolution No. 2235.12

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2235.12

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

On roll call, the following vote ensued:

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

The motion passed.

**Town Manager:** same parameters of service as the A1A firm, only for the interior of Town.

**12. A Resolution of the Town Council Authorizing the Council Assignments.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA ASSIGNING EACH COUNCILMEMBER THE DUTY TO INQUIRE INTO THE OPERATION OF A PARTICULAR AREA OF GOVERNMENTAL RESPONSIBILITY; PROVIDING FOR CONFLICT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 12  
Resolution No. 2236.12

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2236.12

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

On roll call, the following vote ensued:

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

The motion passed.

The following assignments were made:

**Vice Mayor Isackson-Rojas** – Administration  
**Councilmember Lusskin** – Public Works  
**Mayor Singer** – Finance  
**Councilmember Bernstein** – Police  
**Councilmember Einstein** – Building & Zoning

**Mayor Singer:** stated that he does hope that the councilmembers do get involved with these departments, and the Town Manager can facilitate this.

## **R. DISCUSSION & DIRECTION TO TOWN MANAGER**

Mayor Glenn Singer:  
None Requested

Vice Mayor Amy Isackson-Rojas:  
None Requested

Councilmember Judy Lusskin:

None Requested

Councilmember Kenneth Bernstein:  
None Requested

Councilmember Bernard Einstein:  
\*Town's Code of Ordinances, Section 66-69, Item #5  
\*Town's Code of Ordinances, Section 66-140, Items (a) and (b)

Town Manager Alexander Diaz  
None Requested

**Town Manager** made a motion to move the April meeting from the 17<sup>th</sup> to the 24<sup>th</sup>.  
Consensus vote 5 ayes, 0 nays. Motion passes.

## **S. ADJOURNMENT:**

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A motion to adjourn the Council Meeting was made by Councilmember Luskin,  
seconded by Councilmember Bernstein.

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 9:30 p.m.

Respectfully submitted,

*Lissette Perez*  
Lissette Perez  
Interim Town Clerk



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** April 24, 2012

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manger

**Subject:** Resolution No. 2237.12 – Contract between Miami-Dade  
County and the Town of Golden Beach for a Prisoner  
Processing Project

Item Number:

2

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2237.12 as presented.

### **Background:**

The objective of the Countywide Prisoner Processing Project is to expedite the booking process by having arrest information available at correctional/detention facilities by the time the officer arrives with the arrestee by automating the arrest affidavit (A-Form) for those agencies that utilize a paper arrest affidavit or by collecting data from existing automated solutions. By storing all arrest information in a central repository, data sharing and investigative analysis of arrest information will be facilitated.

The automated A-Form application will allow law enforcement officers (LEO) to enter arrest on-line and off-line modes from a mobile or desktop environment. This IT solution will significantly improve the quality of arrest data and its maintenance, operation efficiencies related to arrest data usage and accessibility, response times by LEO, data sharing capabilities, and community patrol visibility. The automated A-Form solution will bring a multitude of benefits to the entire criminal justice community and also provide a model to all law enforcement agencies across the State and the nation.

### **Fiscal Impact:**

The Town will be awarded \$11,364.00 towards the implementation of this software, into the Records Management System currently being provided to us by the Sunny Isle Police Department.



**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2237.12**

**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 PRISONER PROCESSING 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 the Miami-Dade County Association of Chiefs of Police Countywide Prisoner Processing Project (the “Project”); and

**WHEREAS**, the Town of Golden Beach (the “Town”) wishes to participate in the Project by providing technology development and integration services for the Project; and

**WHEREAS**, the County has agreed to provide the Town with up to \$11,364 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.** This Resolution shall take effect 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 Amy Isackson-Rojas	_____
Councilmember Ben Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,  
Florida, this 24<sup>th</sup> day of April, 2012.

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
INTERIM TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY

**EXHIBIT “A”**

*(Attach Contract between the Town and Miami-Dade County)*

**Golden Beach  
A-Form Interface  
Contract  
2012/2013**

# MIAMI-DADE COUNTY

## CONTRACT

This Contract, made this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County") through its Office of Management and Budget (the "Department"), located at 111 N.W. First Street, 19<sup>th</sup> Floor, Miami, FL 33128, and the **TOWN OF GOLDEN BEACH** located in Miami-Dade County, Florida (the "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide services toward the **Miami-Dade County Association of Chiefs of Police (MDCACP) Countywide Prisoner Processing Project**

WHEREAS, the County has been awarded federal funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program – American Recovery and Reinvestment Act of 2009 (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 the services provided by the MDCACP Countywide Prisoner Processing Project by providing the federal funds awarded to Miami-Dade County to the MDCACP Countywide Prisoner Processing Project; and

WHEREAS, the County as contractor/grantee for the State of Florida is authorized to purchase said services for the MDCACP Countywide Prisoner Processing Project as an allowable activity under the ACT; and

WHEREAS, the **TOWN OF GOLDEN BEACH** will provide technology development and integration services for the MDCACP Countywide Prisoner Processing Project; 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:

- I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$11,364**

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.

II. **SCOPE OF SERVICES.** The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachments A and A 1

III. **EFFECTIVE TERM.** The effective term of this Contract shall be from **March 2, 2012 to February 28, 2013.**

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 American Recovery and Reinvestment Act of 2009 under the Drug Control and System Improvement Formula Grant Program, including Rule Chapter 11D-9 of the Florida Administrative Code, as well as 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 which are incorporated herein by reference as if fully set forth. Furthermore, the Provider 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. The Provider 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 services for the **MDCACP Countywide Prisoner Processing Project** 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.

**XI. CONFLICT OF INTEREST.** The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et seq. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

**Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program.

**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. 19<sup>th</sup> 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: Chief Don De Lucca

**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 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 E); (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 E); (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; or (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.

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 debar the Provider from future County contracting;

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 the County's approval. Variances greater than ten percent (10%) in any approved line item shall require a written amendment approved by the Department.

B. 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 all services related to the **MDCACP Countywide Prisoner Processing Project** using the Expenditure Report and time sheet as it appears in Attachment D, and to do so on a monthly basis, as stated in Section XIX(B)(1). The final Expenditure Report shall be submitted no later than March 15, 2013. The Provider agrees to submit a Quarterly Project Performance Report in a manner in accordance with the form provided in Attachment C. The final Quarterly Project Performance Report shall be submitted no later than March 5, 2013.

C. The Provider agrees to mail all Monthly Expenditure Reports with supporting documentation and Quarterly Project Performance Reports to the address listed above in Section XIII.

D. The County agrees to review the Monthly Expenditure Reports and Quarterly Project Performance Reports and to inform the Provider of any questions. Payments shall be mailed to the Provider by the County's Finance Department.

**XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.**

A. Acquisition of Property. The Provider will comply with any applicable laws, regulations and rules concerning 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. While there is no prescribed standard for such review, the Provider procedures may establish levels of review dependent on factors such as the cost of the proposed equipment and the size of the Provider organization. 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 Crime Control Act Block/Formula Funds. Equipment acquired shall be used and managed 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 three (3) 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 three-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 three (3) years beyond the term of this Contract. In accordance with contract requirements from the State of Florida, records for the **MDCACP Countywide Prisoner Processing 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.

**B. Reporting Requirements.**

1. Quarterly Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Management and Budget by, \*April 5, July 5 and October 5, 2012, January 5, and \*March 5, 2013 covering the Contract activity for the previous quarter. The Quarterly Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C. (\*Partial quarter)

2. Monthly Expenditure Report. The Provider shall submit the Monthly Expenditure Report and Invoice to the Office of Management and Budget by, April 15, May 15, June 15, July 15, August 15, September 15, October 15, November 15 and December 15, 2012, January 15, February 15 and March 15, 2013 covering the expenditures to be reimbursed for the previous month. The Monthly 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 year.

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 adjustments shall be at the County's sole discretion.

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.

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 the Miami-Dade County Office of Management and Budget (OMB), 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 F. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment F 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 fourteen (14) 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 A1:	A-Form XML Description
Attachment B:	Budget
Attachment C:	Quarterly Project Performance Report
Attachment D:	Monthly 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 A1	A-Form XML Description
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

Agency: TOWN OF GOLDEN BEACH

Contact Person: Chief Don De Lucca

Address: 1 Golden Beach Drive  
Golden Beach, FL 33160

Contact Numbers: 305-936-2444

Project: MDCACP Countywide Prisoner  
Processing - Interface

Program Dates: 3/2/2012 – 2/28/13

### PROJECT NARRATIVE

The objective of the MDCACP Countywide Prisoner Processing Project is to expedite the booking process by having arrest information available at correctional/detention facilities by the time the officer arrives with the arrestee by automating the arrest affidavit (A-Form) for those agencies that utilize a paper arrest affidavit or by collecting data from existing automated solutions. By storing all arrest information in a central repository, data sharing and investigative analysis of arrest information will be facilitated.

The automated A-Form application will allow law enforcement officers (LEO) to enter arrest information in on-line and off-line modes from a mobile or desktop environment. This IT solution will significantly improve the quality of arrest data and its maintenance, operational efficiencies related to arrest data usage and accessibility, response times by LEO, data sharing capabilities, and community patrol visibility. Successful implementation of the automated A-Form solution will bring a multitude of benefits to the entire MDC criminal justice community and also provide a model for replication to all law enforcement agencies across the State and the nation. The contract for the development and implementation of this project was awarded to Thinkstream.

The TOWN OF GOLDEN BEACH having its own automated Records Management System (RMS), has chosen to engage their RMS vendor to develop program code in support of an interface between the Thinkstream A-Form Automation Solution and the existing RMS for arrest and statute information. . Note; some agencies have opted not to include the statutes in the interface. This would have to be agency specific.

The TOWN OF GOLDEN BEACH, as denoted under Planned Measures Page 2 of this attachment, shall participate in the development and implementation of the A-Form solution interface by conducting analysis, developing program code, conducting, testing, deployment, and providing production assistance.

## SCOPE OF SERVICES FOR the TOWN OF GOLDEN BEACH

### Activities

Participate in the development and implementation of the interface between the Thinkstream A-Form Automation Solution and the RMS while maintaining the MDCACP Automation of the A-Form as a primary objective.

### Contractual Services:

IT Vendor responsible for application knowledge transfer, extracting and validating of data from the A-Form application (approx. 75.76 hours).

### Planned Measures

The TOWN OF GOLDEN BEACH Customer Decision Makers\* will assign subject matter experts to attend meetings. These representatives will be responsible for accurately representing their business units' needs to the Project Team and validating the deliverables that describe the product or service that the project will produce. The staff assigned should have the authority to provide inputs and respond definitively to questions and issues discussed. Representatives will remain engaged throughout the duration of the project. In the event, that a representative is unable to participate, a replacement with comparable skills will be assigned by the impacted agency to maintain project momentum and progress.

\* **Customer Decision Makers** - Responsible for achieving consensus of their business units on project issues and outputs and communicating it to the Project Manager; attend project meetings as requested by the Project Manager; review and approve process deliverables and provide subject matter expertise to the Project Team.

The TOWN OF GOLDEN BEACH shall be responsible for the following tasks as they relate to the A-Form interface development deliverables of the project:

- Participating in the analysis of business processes as they relate to the interface between the Thinkstream A-Form Automation Solution and the RMS.
- Participating in integrated application and system testing and validating testing results.
- Providing deployment support. Documenting process changes, as applicable.
- Scheduling appropriate staff for training regarding changes.
- Communicating any internal concurrent project or automation initiative that may impact the implementation of the interface.
- Attending all project work group meetings as required.
- Attending any additional meetings as required by the Office of Management and Budget.

## Monitoring Plan

The TOWN OF GOLDEN BEACH shall submit the following documentation to the Office of Management and Budget (OMB) in a complete and timely manner:

- Monthly Expenditure Reports
- Copy of current contract with the IT vendor
- Activity Schedules/Time Sheets for work performed by the IT vendor
- Copies of purchase orders for IT vendor
- Copies of invoices from IT vendor for work performed on this project
- Quarterly Project Performance Reports

**Thinkstream A-Form Population  
A-Form XML Description**

**MIAMI-DADE COUNTY**

**PRISONER PROCESSING ARREST REPORT FORM AUTOMATION SOLUTION**

January 4, 2012  
Version 2.4



Authors

This document was prepared by:

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Date	Document Version	Document Revision Description	Document Author
11/16/11	1.0	Initial Revision	Bob Terhune
12/13/11	1.1	Document Feedback and Focus Group feedback applied	Bob Terhune
12/15/11	2.0	Revised XML based on additional Miami feedback	Bob Terhune
12/15/11	2.1	Revised XML to specify Statute Code Export	Bob Terhune
1/3/12	2.2	Minor changes based on technical reviews	Bob Terhune
1/3/12	2.3	Editing	Victoria Taisacan
1/4/12	2.4	Minor changes based on technical reviews	Bob Terhune

Approval Date	Approved Version	Thinkstream Approver Role	Approver
	1.0	Chief Operation Officer	Lee Bellue





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## 1. Audience

The audience of this document is for developers who are interested in consuming the XML structure that will be produced by the Automated A-Form solution.

## 2. Purpose

The purpose of this document is to introduce the Thinkstream A-Form XML Structure. This document will discuss both the A-Form XML information and the statute code XML structure.

## 3. Definitions

1. A-Form – The electronic A-Form as generated by the officer.
2. Statute Codes – The service supplied to manage county wide statute codes.
3. Thinkstream Web Service – The Thinkstream-supplied services available to retrieve the discussed XML.
4. XML Schema – A structure that represents the XML. The XML Schema also represents the database schema structure.
5. Entity – Normally referred to as an XML node, or a container of fields. Example: “John Doe” is represented as a Defendant Entity.

## 4. Usage Of XML Structures

- A-Form

The XML supplied for the A-Form represents the XML that will be available by Thinkstream Web Service calls to retrieve A-Forms and to export A-Forms to RMS systems.

- Statute Codes

The XML supplied for the Statute Codes represents the XML that will be available by the Thinkstream Statute Codes Retrieval Web Service or as a file.

## 5. Additional Documents Included

There are a number of additional files included with this package.

**A-Form XML Description.doc** – This document describes the XML structure and how it relates to the paper A-Form.

**AformSample1.tif** – This file is a scan of a real A-Form that had been redacted for privacy reasons.

**AformSample1\_Approved.xml** – This is a XML representation of the scanned A-Form that has been approved by the agency supervisor but has not reached the booking stage. There is some additional information added to this XML to fully utilize Thinkstream XML structure. The address appears as an example only. It is not meant to represent a real address.



**AformSample1\_Booked.xml** – This is a XML representation of the scanned A-Form after booking and PID processing is complete. The document now has a CIN number and a Jail Number, etc. This document represents the state of the document when it will be sent to vendors.

**AformSample1\_GIS.xml** – This is an XML representation of the scanned A-Form after booking and PID processing is complete. Not all data is represented. For security reasons, it was requested that not all information be available to all agencies. This would be my proposal for the minimum amount of information to share with the GIS group. This restriction also applies to agencies that did not write the original A-Form.

**Xsd directory** – The MIAARREST.XSD is the schema file that defines the Miami A-Form. This structure imports additional XSD files that are included in subdirectories.

**Documentation directory** – This directory contains a file named MIAARRESTFIELDSET.HTML. This HTML file can be opened locally by a web browser and describes the Entity structure, the entity relationships, and the individual fields. This file is built during the Thinkstream build process and can be used to reference this document.

**Statutes.xml** – This file represents a sample of the XML that will be used to share Miami-Dade Statute Codes. UCR mapping has not been completed yet by MDPD and will not be available until close to deployment time. This file shows randomly assigned UCR codes only to show what the structure will look like. The UCR codes were also separated into Category and Code for the convenience of the GIS group.



## 6. XML SCHEMA OVERVIEW: Thinkstream Entities Table

Thinkstream Entity	Description
AFormAddress	Address that will be geo-coded based on GIS Web Services and user data entry
AlertMessage	Alerts or Messages that may be required
Alias	Defendant Alias
ArrestReport	This is the top node of the XML with general information about the Arrest
Booking	Booking information entered by Corrections Officer at booking time
Charge	A Charge represents an Offense and contains one or more statutes
Coordinate	The X,Y coordinate returned from the GIS Web Service
Defendant	Information that represents the Suspect that was arrested
DefendantState	A DefendantState indicates whether the Defendant is injured
DefendantStatus	The current overall status of the defendant
ExtendedData	This Entity is used for signatures and other binary data or URL links as necessary
GPSPoint	The Latitude and Longitude as supplied by the GIS Web Service
InvolvedPerson	Each entity represents a person involved in the arrest other than a LEO or suspect, this may include witnesses, victims, parents, co-defendants etc.
Officer	Each entity represents an officer involved in the process. For example, this may mean the arresting officer, supervisor, booking officer, or the transporting officer.
PersonToPersonRelationship	This object represents a link between two Involved Persons or the Involved Person and a Defendant
Phone	A Phone Number
PrisonHold	Information necessary for a Prison Hold
SMT	Scars, Mark Tattoos of Defendant
Statute	The Statute code as defined by the SAO
Street	The Street as returned by the GIS Web Service
UCR	The UCR Code (if any) that is associated with the statute
Vehicle	Information about a Vehicle that may be involved in the arrest



Below is the general structure and relationship structure of the A-Form xml. The base node is an ArrestReport Entity.

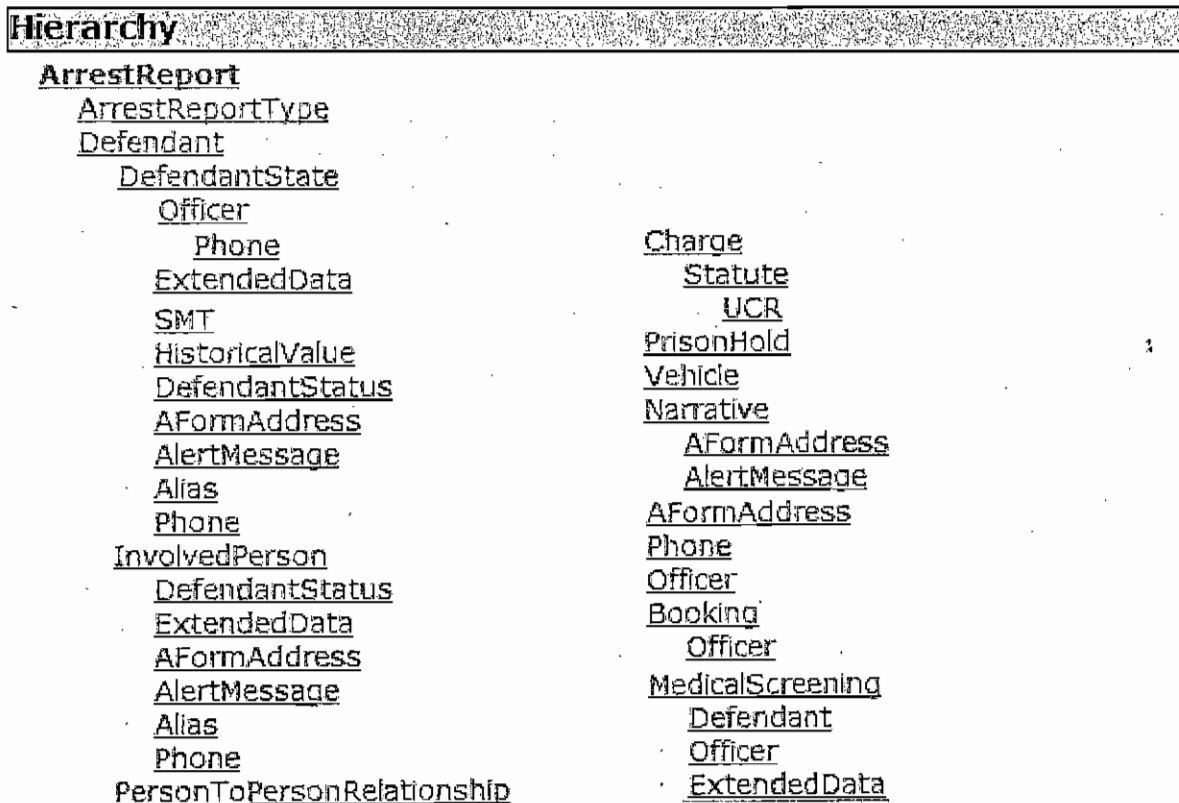


Figure 1 - Thinkstream A-Form Schema



Below is the structure and relationship for the MDstatutes.xml export file that will display the complete statute list.

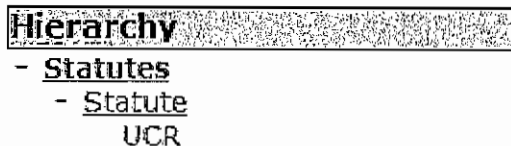


Figure 2 - Statute Code XML Structure

Below is an explanation of the Statute code schema. The XML does not represent all the information that is in the database. If there are fields that an agency feels is important from the SAO Needs Assessment Document, Thinkstream can easily add them.

Thinkstream Entity	Field	SAO Code	Description	Included in Summary Information
Statutes	Version		The Current Version of the Statute Code XML schema	Yes
Statute	CJIS_REC_NUM	CJIS Record Number	CJIS unique identifier	Yes
Statute	FLDE_REC_NUM	FDLE Record Number	DLE identifier	Yes
Statute	STATUTE	Statute	The full statute code string	Yes
Statute	CHAPTER	Chapter	The chapter of the statute	Yes
Statute	SECTION	Section	The section of the statute	Yes
Statute	SUB_SECTION	Subsection	The subsection of the statute	Yes
Statute	INTENT	Intent	If Statute describes Intent (Y/N)	Yes
Statute	TYPE	Offense Type		Yes
Statute	DEGREE	Degree		Yes
Statute	DESCRIPTION_SHORT	Desc20	Short Description of statute	Yes
Statute	DESCRIPTION	Desc50	Full Description of statute	Yes
Statute	MUNICIPALITY	Municipality	State or county ordinance	Yes
Statute	UPDATED_DATE	Updated Date	The Date of an update since the initial version	Yes
Statute	STANDARD_BOND			No
Statute	NCIC_CODE			No
Statute	CREATED_BY			No
Statute	CREATED_DATE			No
Statute	UPDATED_BY			No
Statute	UPDATED_DATE			No
Statute	INACTIVE_BY			No
Statute	INACTIVE_DATE			Yes
Statute	REPEALED_DATE			Yes
Statute	EFFECTIVE_DATE			Yes
Statute	CHARGE_INFO_DESC1			No
Statute	CHARGE_INFO_DESC2			No
Statute	CHARGE_INFO_DESC3			No
Statute	CHARGE_INFO_DESC4			No
Statute	OFFENSE_FORM_NUM			No
Statute	TO_WIT			No



Statute	MUNICIPALITY			No
Statute	SAO_DISPO			No
Statute	SENTENCING_GUIDELIN E_LEVEL			No
Statute	OFFN_CALL_LEVEL			No
Statute	OFFN_SRS_CATEGORY			No
Statute	MATRIX			No
Statute	VR_CATEGORY			No
Statute	CHARGE_ROUTER			No
Statute	FL_DOC_NUM			No
UCRCode	UCR_NAME (MDPD Code)	UCR Code	The UCR code as defined by SAO (Example: 0001090A)	Yes
UCRCode	UCR_CODE (NIBRS Code)	--	The standard UCR code (Example: 09A)	Yes
UCRCode	UCR_CATEGORY (MDPD Description)	--	The UCR crime category (Example: HOMICIDE Murder/Non Neg. Mans)	Yes
UCRCode	UCR_CODE_DECIPTION (NIBRS Description)	UCR Overall Category	The category description as supplied (Example: HOMICIDE)	Yes

## 7. XML Schema Overview In Relation To The A-Form

The following page represents the front page of the paper A-Form used by Miami-Dade County. Not all information on this page will be entered by the officer. The Data entry screen will not resemble the form, but the PDFs will.





**COMPLAINT/ARREST AFFIDAVIT**

COMPLAINT/ARREST AFFIDAVIT - COURT COPY

DATE NUMBER: 7		POLICE CASE NO.: 2			
SPECIAL OPERATION: 3		OFFENSE: 4		JAIL NO.: 5	
CHARGES: 6		MUNICIPAL P.D. DEF. NO.: 10		COURT CASE NO.: 17	
DEFENDANT'S NAME (LAST, FIRST, MIDDLE): 15		ALIAS AND/or STREET NAME: 10		SIGNAL: 17	
DOB (MM/DD/YYYY): 18		AGE: 19		RACE: 20	
SEX: 21		HEIGHT: 23		WEIGHT: 24	
HAIR COLOR: 25		HAIR LENGTH: 26		HAIR STYLE: 27	
EYES: 28		GLASSES: 29		FACIAL HAIR: 30	
TEETH: 31		SCARS, TATTOOS, UNUSUAL PHYSICAL FEATURES (Color, Type, Description): 32		PLACE OF BIRTH (City, State/Country): 33	
LOCAL ADDRESS (Street, Apt. Number): 34		PHONE: 35		CITY/STATE: 36	
PERMANENT ADDRESS (Street, Apt. Number): 37		PHONE: 38		OCCUPATION: 39	
C BUSINESS OR SCHOOL NAME AND ADDRESS (Street): 40		PHONE: 41		ADDRESS SOURCE: 42	
DRIVER LICENSE NUMBER - STATE: 43		SOCIAL SECURITY NO.: 44		WEAPON SEIZED? 45	
ARREST DATE (MM/DD/YYYY): 48		ARREST TIME (P-M): 49		ARREST LOCATION (Specify name of business): 50	
3. CO-DEFENDANT NAME (Last, First, Middle): 52		DOB (MM/DD/YYYY): 53		54	
4. CO-DEFENDANT NAME (Last, First, Middle): 55		DOB (MM/DD/YYYY): 56		57	
5. CO-DEFENDANT NAME (Last, First, Middle): 58		DOB (MM/DD/YYYY): 59		60	
6. CHARGES: 61		CHARGE: 62		COUNTS: 63	
7. CHARGE: 64		FL. STATUTE NUMBER: 65		VIOL. OF SECT: 66	
8. CHARGE: 67		COUNTS: 68		WARRANT TYPE OR TRAFFIC CITATION: 69	
9. CHARGE: 70		COUNTS: 71		WARRANT TYPE OR TRAFFIC CITATION: 72	
10. CHARGE: 73		COUNTS: 74		WARRANT TYPE OR TRAFFIC CITATION: 75	
11. CHARGE: 76		COUNTS: 77		WARRANT TYPE OR TRAFFIC CITATION: 78	
The undersigned certifies and swears that he/she has just read reasonable grounds to believe she/he does believe that the above named Defendant committed the following violation of law: On the 79 day of 80, 2011, at 81 (City) at 82 (Address include name of business) (Misdemeanor or Felony)					
HOLD FOR OTHER AGENCY: 83		VERIFIED BY: 84		HOLD FOR BOND HEARING, DO NOT SIGN OUT (Officer Must Appear at Bond Hearing): 85	
I SWEAR THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT: 86		THE UNDERSIGNED AUTHORITY THIS DAY OF: 87		I understand that should I willfully fail to appear before the court as required by the notice to appear that I may be held in violation of court and a warrant for my arrest shall be issued. Furthermore, I agree that should I fail to appear for my trial, civil and state of US courts hearings should be held in the above address. I agree that it is my responsibility to notify Clerk of the Court (oversees court) when to discuss my trial that my address changes.	
OFFICER'S COMPLAINT # SIGNATURE: 88		COURT ID NUMBER/LOC. CODE: 89		You must not appear in court, but must comply with the instructions on the return to the court.	
NAME (Printed): 90		AGENCY NAME: 91		DEPUTY OF THE COURT'S METARY POLICE: 92	
				Signature of Defendant's parents and Name of Guardian: 93	

Figure 1. Complaint/Arrest Affidavit



The following fields do not currently exist in the paper A-Form. These additions help with the workflow and with integration with other county projects.

#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
A	BRACELET ID	ArrestReport	ARR_BRACELET_NUM	Entered by Officer or alternatively scanned using a bar code scanner. Data will appear on the Paper A-Form  This value is used for lookup and will update QMS	Text(20)	Technical Issue #14	Yes
B	TRANSPORT LOCATION	SuspectTransport	ARR_TRANSPORT_LOC	This information is Selected by the officer.  This value may be changed if corrections reject suspect because of medical reasons.  The value is used to populate a booking transporting inbox	Dropdown	EW = EAST WING H = HOMESTEAD POLICE DEPARTMENT I = ICDC K = TOK MW = METRO WEST MT = METRO TREE N = NORTH DADE PT = PRE-TRIAL DETENTION TREATMENT CENTERSTOCKADE S4 = SUBSTATION 4 S5 = SUBSTATION 5 S8 = SUBSTATION 8 W = WOMENS DETENTION BC = BOOT CAMP OM = OTHER MEDICAL PTA= Promise To Appear	No
C	TRANSPORT DESCRIPTION	SuspectTransport	ARR_TRANSPORT_DESC	Entered by Officer, if Transport Location is "Other Medical" then Officer can enter free text transportation location.	Text(32)		No
D	THINKSTREAM ID	ArrestReport	INC_ID	Auto-Populated by Thinkstream, Not visible to user. For Internal User Only	Text(12)	True/False	Yes
E	IS REFERRAL ARRESTREPORT	ArrestReport	ARR_IS_REFERRAL	Entered by Officer when applicable.	Boolean	True/False	Yes
F	IS CIVIL CITATION	ArrestReport	ARR_IS_CIVIL_CITATION	Set or unset by Officer, Booking Officer or SAO when applicable.	Boolean	True/False	No
G	CIVIL CITATION	ArrestReport	ARR_CIVIL_CITATION_TICKET_NUM	Set or unset by SAO on	Text(32)	True/False	No



#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
	TICKET NUMBER			qualified ArrestReport.			
H	IS SUPPLEMENT	ArrestReport	ARR_IS_SUPPLEMENT	Set Internally when report used to fix protected data	Boolean	True/False	Yes
I	BONDED OUT	ArrestReport	ARR_BONDED_OUT	This number is passed to Thinkstream from CJIS using a shared database table (Updated 12/11)	Boolean	True/False	No
J	DATE TIME CREATED	ArrestReport	ARR_CREATED_DATE	Set Automatically when A-Form was created. (Updated 12/11)	Boolean	True/False	No
K	MUNICIPALITY GRID	ArrestReport	ARR_MUNICIPALITY_GRID	Populated by County GIS system to specify the agency specific Grid. (Updated 12/11)	Text(10)		Yes
L	HISTORICAL JAIL NUMBER/JAC#	ArrestReport/ HistoricalArrBookingNum	HIST_VAL HIST_DATE	Populated if there is a identifier # change triggered by CJIS. (Updated 12/11)	Text(64) Date Time		No
M	HISTORICAL OBTS #	ArrestReport/ HistoricalArrObtsNum	HIST_VAL HIST_DATE	Populated if there is a identifier # change triggered by CJIS. (Updated 12/11)	Text(64) Date Time		No
N	HISTORICAL COURT CASE#	ArrestReport/ HistoricalArrCourtCaseNum	HIST_VAL HIST_DATE	Populated if there is a identifier # change triggered by CJIS. (Updated 12/11)	Text(64) Date Time		No
O	HISTORICAL CIN#	Person/ HistoricalPrsIdsNum	HIST_VAL HIST_DATE	Populated if there is a identifier # change triggered by CJIS. (Updated 12/11)	Text(64) Date Time		No
P	REDACT PERSON DATA	Person	PRS_REDACTED	Selected by officer to redact name of arrestee (Updated 12/11)	Boolean	True/False	No
Q	REDACT ADDRESS	Address	ADDR_REDACTED	Selected by officer to redact address of arrestee (Updated 12/11)	Boolean	True/False	No
R	NOT PURSUED	Arrest	ARR_NOT_PURSUED	Entered by Officer if it is decided not to pursue a referral. (Updated 12/11)	Boolean	True/False	No



#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
S	JUDGE SECTION NUMBER	Arrest	ARR_JUDGE_SECTION	This number is passed to Thinkstream from CJIS using a shared database table (Updated 12/11)	Text(25)		No
T	OFF_SEQ_NUM	Charge	OFF_SEQ_NUM	This number is passed to Thinkstream from CJIS using a shared database table (Updated 12/14)	Number	Starts at 1	Yes
U	STATUS OF REPORT	Arrest	ARR_STATUS	Status of Report (Updates 1/3)	Text(2)	N=New X=Expunged S=Scaled D=Dropped	No
V	CIN	Arrest	PRS_CIN_NUMBER	Would 100% identify a person based on fingerprints; generated by CJIS (Updates 1/4)	Text(9)		No



The following fields exist for the Booking Center to enter data using the A-Form Management Application. These fields may not appear in the A-Form but will be updated to CJIS or used by the A-Form application for document routing and management.

#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
BK1	BOOKING OFFICER	Officer role=Booking	OFFR_BADGE_ID	Pre-Populated based on logged-in Booking Officer user	Text	EW = EAST WING H = HOMESTEAD POLICE DEPARTMENT I = ICDC K = TGK MW = METRO WEST MT = METRO TREE N = NORTH DADE PT = PRE-TRIAL DETENTION T = TRAINING & TREATMENT CENTER/STOCKADE S4 = SUBSTATION 4 S5 = SUBSTATION 5 S8 = SUBSTATION 8 W = WOMENS DETENTION BC = BOOT CAMP	No
BK2	BOOKING FACILITY	Booking	BK_FACILITY	Pre-Populated based on logged-in Booking Officer user	Dropdown		No
BK3	DISPOSITION	Booking	BK_DISPOSITION	Entered By Booking Officer, a summary of the narrative	Text(255)		No
BK4	CELL BLOCK	Booking	BK_CELL_BLOCK	Selected By Booking Officer	Dropdown	PT - MAIN JAIL (PTDC) I - INTERIM (ICDC) W - WOMEN'S ANNEX S - STOCKADE K - TGK MW - METRO WEST	No
BK5	CELL NUMBER	Booking	BK_CELL_NUMBER	Entered By Booking Officer	Text(10)		No
BK6	Date/Time IN	Booking	BK_DATETIME_IN	Automatically Set Based on acceptance Time	Date/Time		No
BK7	RESIDENCE	Booking	BK_RESIDENCE	Entered By Booking Officer	Dropdown	1=DADE COUNTY 2=IN STATE 3=OUT OF STATE 4=IN THE CITY	No

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BK8	MUGSHOT LOCATION	Booking	BK_MUGSHOT_TAKEN	Entered By Booking Officer	Dropdown	I = INSIDE PRE-TRIAL DETENTION J = JACKSON MEMORIAL WARD D T = TRAILER Y= Tell CJIS to print copy to Printer (default) N= Tell CJIS not to print	No
BK9	Print Flag	Booking	BK_PRINT_FLAG	Entered By Booking Officer, Default is Y	Boolean		No



The following fields map directly to the A-Form.

#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
1	OBTS NUMBER	ArrestReport	ARR_OBTS_NUM	This number is passed to Thinkstream from CJIS using a shared database table	Text(10)		No
2	POLICE CASE NUMBER	ArrestReport	ARR_CASE_NUM	This information is entered by the officer; the number is supplied by the dispatcher.	Text(20)	Agency Specific	Yes
3	SPECIAL OPERATION	ArrestReport	ARR_SPECIAL_OPERATION	Entered by Officer Normally Blank or some acronym (e.g. FTAA)	Text(5)	R = RID T = TNT W = WARRANTS D = DUI S = SWEEP Y = FTAA Arrest N = NON FTAA ARREST E = Emergency	Yes
4	ARRESTREPORT TYPE	DefendantStatus	DFND_CAT_FELONY DFND_CAT_MISD DFND_CAT_TRAFFIC DFND_JUVENILE DFND_CAT_DV DFND_CAT_MOVES DFND_CAT_CIV_INF DFND_CAT_WARRANT DFND_CAT_IN_CUSTODY DFND_CAT_AT_LARGE	Entered by Officer Possibly Default based on charges to Felony/Misd.	Boolean	True/False	Yes
5	JAIL NUMBER	ArrestReport	ARR_BOOKING_NUM	Created by Thinkstream and assigned on Booking acceptance.	Text(17)	(adult) YYNNNNNNN Or (juv) YY8NNNNNN Or offline YYINNNNNN YY2NNNNNN	Yes
6	PMHD	ArrestReport	ARR_MENTAL_HEALTH_DISAB	Entered by Officer This number is passed to Thinkstream from CJIS using WebService or shared database table on change (Updated 12/11)	Text(1)	Y/N/U	Yes
7	COURT CASE NUMBER	ArrestReport	COURT_CASE_NUM		Text(12)	Alpha-numeric	No



#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
8	IDS NO	Defendant	PRS_IDS_NUMBER	This number is passed to Thinkstream from CJIS using a shared database table. Also known as PID. Identifies AKAs; generated by CJIS	Text(9) (changed 1/4/2012)	NNNNNNN	No
9	AGENCY CODE	ArrestReport	INC_AGENCY	Auto Populated by A-Form application based on the logged in user. Default based on login but allow for change	Text(3)	NNN (Appendix A)	Yes
9	AGENCY CODE	ArrestReport	ARR_AGENCY_SUB_ID	If agency code is 30, then a three digit number must be specified to identify	Text(3)	NNN (Appendix A)	Yes
10	MUNICIPAL PD DEF ID NUMBER	ArrestReport	ARR_MD_POLICE_REC_ID	Entered by Agency, not a part of A-Form entry - Waiting for ITC	Text(20)		No
11	MDPD RECORD NUMBER	ArrestReport	ARR_MDPD_ID	Entered by Agency, not a part of A-Form entry - Waiting for ITC	Text(20)		No
12	STUDENT ID NUMBER	Defendant	PRS_STUDENT_ID_NUMBER	Entered by Officer	Number(7)		Yes
13	GANG ACTIVITY RELATED	ArrestReport	ARR_GANG_RELATED	Entered by Officer	Boolean	True/False	Yes
14	FRAUD RELATED	ArrestReport	ARR_FRAUD_RELATED	Entered by Officer	Boolean	True/False	Yes
15	DEFENDANT NAME	Defendant	PRS_NAME_FIRST PRS_NAME_MIDDLE PRS_NAME_LAST PRS_NAME_SUFFIX	Entered by Officer	Text(32)-12 Text(32)-12 Text(64) - 30 Text(8)-3		Yes
16	ALIAS OR STREET NAME	Identity	IDTY_NAME_LAST	Entered by Officer	Text(64)-30		Yes
17	SIGNAL		ARR_CRIME_ID_SIGNAL	Entered by Officer	Dropdown	100,150,200, 300,400,500	Yes
18	DATE OF BIRTH	Defendant	PRS_BIRTH_DATE	Selected by Officer	Date/ Calendar Control	YYMMDD	Yes
19	AGE	Defendant	PRS_AGE	Calculated by Form for Birth Date, editable	Number	NNN	Yes



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20	RACE	Defendant	PRS_RACE	Selected by Officer	Dropdown	A (Asian), B (Black), I (Indian), U (Unknown), W (White)	Yes
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#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
21	SEX	Defendant	PRS_GENDER	Selected by Officer	Dropdown	M (Male), F (Female), U (Unknown), APR=African American ANG=Anglo ARG=Argentinean AID=Asian Indian BHS=Bahamian BRA=Brazilian CAN=Canadian CAR=Caribbean CHI=Chinese COL=Colombian CUB=Cuban HTI=Haitian JAM=Jamaican JAP=Japanese MEX=Mexican MEA=Middle Eastern NIC=Nicaraguan NGA=Nigerian HIS=Other Hispanic PRJ=Puerto Rican VEN=Venezuelan UNK=Unknown OTH=Other	Yes
22	ETHNICITY	Defendant	PRS_ENTHNICITY	Selected by Officer	Dropdown		Yes
22	HISPANIC	Defendant	PRS_HISPANIC	Selected by Officer (Updated 12/11)	Boolean	True/False	Yes
23	HEIGHT	Defendant	PRS_HEIGHT	Selected by Officer	String	FI	Yes
24	WEIGHT	Defendant	PRS_WEIGHT	Selected by Officer	Number	NNN	Yes
25	HAIR COLOR	Defendant	PRS_HAIR_COLOR	Selected by Officer	Dropdown	BLD=Bald BLK=Black BLN=Blond/Strawberry BRO=Brown GRY=Grey RED=Red SDY=Sandy WHI=White MXG=Grey & Black XXX=Unknown LNG = LONG REC = RECEDING MED = MEDIUM BDG = BALDING SHT = SHORT BLD = BALD UNK = UNKNOWN	Yes
26	HAIR LENGTH	Defendant	PRS_HAIR_LENGTH	Selected by Officer	Dropdown		Yes

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#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
27	HAIR STYLE	Defendant	PRS_HAIR_STYLE	Selected by Officer	Dropdown	OTH = OTHER STY = STYLED AFR = AFRO/NATURAL UNC = UNCOMBED BRD = BRAIDED WAV = WAVEY/CURLY BUS = BUSHY FLT = FLATTOP DIR = DIRTY/GREASY PON = PONYTAIL DRE = DREADLOCKS FAD = FADE PRO = PROCESSED DEL = DELASOL STR = STRAIGHT UNK = UNKNOWN BLK = BLACK BRO = BROWN GRN = GREEN MAR = MAROON PNK = PINK BLU = BLUE GRY = GREY HAZ = HAZEL MUL = MULTICOLORED XXX = UNKNOWN True/False	Yes
28	EYES	Defendant	PRS_EYE_COLOR	Selected by Officer	Dropdown	OTH = OTHER GOT = GOATEE CLN = CLEAN SHAVEN LWL = LOWER LIP FUL = FULL BEARD MUS = MUSTACHE FUM = FU MANCHU SID = SIDEBURNS FUZ = FUZZ UNS = UNSHAVEN UNK = UNKNOWN	Yes
29	GLASSES	Defendant	PRS_GLASSES	Selected by Officer (Updated 12/11)	Boolean	True/False	Yes
30	FACIAL HAIR	Defendant	PRS_FACIAL_HAIR	Selected by Officer	Dropdown	OTH = OTHER GOT = GOATEE CLN = CLEAN SHAVEN LWL = LOWER LIP FUL = FULL BEARD MUS = MUSTACHE FUM = FU MANCHU SID = SIDEBURNS FUZ = FUZZ UNS = UNSHAVEN UNK = UNKNOWN	Yes



#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
31	TEETH	Defendant	PRS_TEETH	Selected by Officer	Dropdown	BRK = BROKEN GDD = GOLD DESIGNED BUC = BUCK TEETH MIS = MISSING DEC = DECAYED VWH = VERY WHITE DIR = DIRTY OTH = OTHER GLD = GOLD NOR = NORMAL GDL = GOLD LINED BRA = BRACES UNK = UNKNOWN	Yes
32	SCARS - SMT	SMT		Selected by Officer	As supplied by CJIS	See Attachment	Yes
33	PLACE OF BIRTH	Defendant/ Address Type=Birth Place	ADDR_CITY ADDR_STATE ADDR_COUNTRY BEFORE GIS: ADDR_SINGLE_LINE ADDR_CITY ADDR_STATE ADDR_COUNTRY ADDR_ZIP AFTER GIS: ADDR_SINGLE_LINE ADDR_SINGLE_LINE_ORIG ADDR_STREET ADDR_STREET_NUM ADDR_APT ADDR_COMPASS_DIR ADDR_POST_COMPASS_DIR ADDR_ROUTE ADDR_CITY ADDR_STATE ADDR_COUNTRY ADDR_ZIP (GPSPOINT_LAT, GPSPOINT_LONG) (COORD_X, COORD_Y)	Entered by Officer Default to FLA, US (Updated 12/11)	String Dropdown Dropdown	Text(20) Text(2) Use Country Code	Yes
34	LOCAL ADDRESS	ArrestReport/AFo mAddress		Entered by Officer then Verified and geo-coded by GIS Service before authentication and converted into multiple fields NOTE: If local and Permanent number are the same, this field will be left blank. NOTE: ADDR_SINGLE_LINE_ORIG will store the text the officer original entered before geo- coding	BEFORE GIS Text(255) Text(20) Text(2) Dropdown Text(9) AFTER GIS Text(255) Text(255) Text(24) Text(10) Text(5) Text(2) Text(2) Text(10) Text(20) Text(2) Dropdown Text(9)	Yes	
35	LOCAL PHONE	ArrestReport/Pho ne	PHO_AREA PHO_NUMBER	Entered By Officer	Text(3) Text(8),..	NNN NNNNNNN	Yes
36	CITIZENSHIP	Defendant	PRS_CITIZENSHIP	Entered By Officer (Updated 12/11)	Dropdown	Use Country Code	Yes



#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
37	PERMANENT ADDRESS	Defendant/ AfromAddress Type=Home	See Field 34 for definition				Yes
37	HOMELESS	Defendant	PRS_HOMELESS	Selected by Officer	Dropdown, Text (4)	NLA, REF, NONE, UNK	Yes
37	UNKNOWN ADDRESS	Defendant	PRS_ADDRESS_UNK	Selected by Officer	Boolean	True/False	Yes
38	PERMANENT PHONE	Defendant/ Phone	PHO_AREA PHO_NUMBER	Entered By Officer	Text(3) Text(8)	NNN NNNNNNNN	Yes
39	OCCUPATION	Defendant	PRS_OCCUPATION	Entered by Officer	Text(15)		Yes
40	BUSINESS NAME AND ADDRESS -and/or- SCHOOL NAME AND ADDRESS	Defendant/ AfromAddress Type=Work/School	See Field 34 for definition	For Schools use a list to be supplied by Miami			Yes
41	BUSINESS PHONE -and/or- SCHOOL PHONE	Defendant/ Phone Type=Work/School	PHO_AREA PHO_NUMBER	Entered By Officer	Text(3) Text(8)	NNN NNNNNNNN	Yes
42	ADDRESS SOURCE	Defendant/ AfromAddress	ADDR_SOURCE	Entered by Officer	Text(10)	DL, verbal, voters UNK Other	Yes
43	DRIVERS LICENSE NUMBER/STATE	Defendant	PRS_DR_LIC_NUM PRS_DR_LIC_STA	Entered by Officer, DL Mag Code scanning when supported.	Text	Text(32)	Yes
44	SSN	Defendant	PRS_SSN	Selected by Officer Entered by Officer	Dropdown Text(32)	Text(2)	Yes
45	WEAPON SEIZED	ArrestReport	ARR_WEAPON_USED	Entered by Officer	Dropdown **	01 = HANDGUN 02 = RIFLE/SHOTGUN 03 = FAKE/TOY GUN 04 = STUN/ELECTRIC WEAPON 05 = KNIFE/ CUT INSTR 06 = BLUNT OBJECT 21 = MULTIPLE WEAPONS W/FIREARM 22 = MULTIPLE WEAPONS NO/FIREARM 88 = UNKNOWN 99 = OTHER 00 = NOT APPLICABLE	Yes



#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	(DEFAULT) Format	Protected after Approval
46	CONCEALED WEAPON	Defendant	PRS_CONCEALED_WEAPON_PERMIT_NUM	Entered by Officer	Text(100)	Starts with W-	Yes
47	INDICATION OF	ArrestReport	ARR_INFLUENCE_ALCOHOL ARR_INFLUENCE_DRUGS	Entered by Officer	Dropdown	True/False/Unknown True/False/Unknown	Yes
48	ARRESTREPORT DATE	ArrestReport	ARR_DATE_START	Automatically Set but editable by Officer. Cannot be more than 120 days in the past. Allowed to be blank.	Date	YYYYMMDD	Yes
49	ARRESTREPORT TIME	ArrestReport	ARR_TIME_START		Time	HHMM	
50	ARRESTREPORT LOCATION	ArrestReport/ AfromAddress Type=ArrestReport	See Field 34 for definition	NOTE: This field will display "REFERRED" if Field 'E' is set. No GIS will occur			Yes
51	GRID	ArrestReport/ AfromAddress Type=ArrestReport	ADDR_LOC_CODE	Populated by GIS Server after ArrestReport Location GeoCoding. Default to 999 if not a geocodable address.	Text	Text(4)	Yes
52, 55, 58	CO-DEFENDANT	InvolvedPerson role=CoDefendant	PRS_NAME_FIRST PRS_NAME_MIDDLE PRS_NAME_LAST	Entered by Officer on first form, automatically populated on subsequent reports.	Text(12) Text(12) Text(32)		Yes
53, 56, 57	CO-DEFENDANT DATE OF BIRTH	InvolvedPerson role=CoDefendant	PRS_BIRTH_DATE	Entered by Officer on first form, automatically populated on subsequent reports.	Date	YYYYMMDD	Yes
54, 57, 60	CO-DEFENDANT STATUS	DefendantStatus	DFND_CAT_IN_CUSTODY DFND_CAT_FELONY DFND_CAT_JUVENILE DFND_CAT_AT_LARGE DFND_CAT_DV DFND_CAT_MISD	Entered by Officer on first form, automatically populated on subsequent reports.	Boolean	True/False	Yes

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#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
61	JUV PARENT DATA - NAME	InvolvedPerson role=Mother/father, Guardian, Foster Care	PRS_NAME_FIRST PRS_NAME_MIDDLE PRS_NAME_LAST	Entered By Officer	Text(32) Text(32) Text(64)		Yes
61	JUV PARENT DATA - ADDRESS	InvolvedPerson/ Address	<i>See Field 34 for definition</i>				Yes
61	JUV PARENT DATA - PHONE	InvolvedPerson/ Phone	PHO_AREA PHO_NUMBER	Entered By Officer	Text(3) Text(8)		Yes
62	JUV PARENT CONTACTED	InvolvedPerson	PRS_CONTACTED	Entered By Officer NOTE: Only necessary if #61 is populated	Boolean	True/False	Yes
63	CHARGES	Statute	DESCRIPTION	Selected By Officer	Autocomplete Control	Text(50)	Yes
63	WARRANT REMARK	Offense	OFF_WARRANT_REMARK	Entered By Officer if arrest is from a Warrant	Text(38)		Yes
64	CHARGES AS	Statute	MUNICIPALITY	Auto Completed from Statute Selection, If State then FS otherwise, County Ordinance	Text(3)	FS - Florida Statute or ###-County Ordinance	Yes
65	CHARGE COUNTS	Charge	OFF_COUNTS	Selected By Officer	Text(3)		Yes
66	STATUTE NUMBER	Statute	STATUTE	Auto Completed from Statute Selection	Autocomplete Control	Text	Yes
67	SECTION	Statute	SECTION	Auto Completed from Statute Selection	Autocomplete Control	Text(4)	Yes
68	CODE OF	Charge	MUNICIPALITY	Auto Completed from Statute Selection. The municipality code whose ordinance number entered if not a Florida State Statute.	Autocomplete Control	Text(3)	Yes
69	UCR	Statute	UCR_CODE	Auto Completed from Statute Selection	Autocomplete Control	Text(8)	Yes
70	DV	Charge	OFF_DV	Auto Completed from Statute Selection	Autocomplete Control		Yes
71	WARRANT TYPE	Charge	OFF_WARRANT_TYPE	Selected By Officer	Dropdown	AC, CAPIAS, CIT, BW, FW, PW, JUV PU, AW, DVW, WRIT	Yes
71	CASE NUMBER	Charge	OFF_CITATION_NUMM	Entered By Officer	Text **	Text(20)	Yes

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#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
72	ARRESTREPORT DATE			Pre-Populated from Field #48			--
73	ARRESTREPORT TIME			Pre-Populated from Field #49			--
74	ARRESTREPORT LOCATION			Pre-Populated from Field #50			--
75	NARRATIVE	ArrestReport/ Narrative	EX_DATA NAR_DATE NAR_TIME	Entered By Officer/ Includes Spell Checking	Memo		Yes
76	PAGE NUMBER	N/A		Paper Form Field Only			--
77	HOLD FOR AGENCY	PrisonHold	PSHD_AGENCY	Entered By Office	Text(20)		Yes
78	VERIFIED BY	PrisonHold	PSHD_VERIFIED	Entered By Office	Text(20)		Yes
79	HOLD FOR BOND	ArrestReport	ARR_BOND_HOLD ARR_BOND_FOR		Boolean Text(20)	True/False	
80	OFFICER SIGNATURE	Officer role=ArrestReporting	OFFR_SIG	Pre-Populated based on logged-in user	Memo	Text Base64	Yes
81	OFFICER ID	Officer role=ArrestReporting	OFFR_COURT_ID OFFR_DEPARTMENT	Pre-Populated based on logged-in user (Updated 12/11)	Text(20) Text(20)		Yes
82	OFFICER NAME	Officer role=ArrestReporting	PRS_NAME_LAST	Pre-Populated based on logged-in user	Text(30)		Yes
83	ARREST REPORTING AGENCY	ArrestReport	INC_AGENCY	Pre-Populated from Field #9			--
84	APPROVAL DATE	ArrestReport	ARR_APPROVE_DATETIME	Auto-Populated based on time of approval	Date/Time	YYYYMMDDHHmm	Yes
85	APPROVAL OFFICER	Officer role=Supervisor	OFFR_SIG	Pre-Populated based on logged-in user at approval time	Text	Text (Base64)	Yes
86		N/A	--	PTA out of scope			--
87		N/A	--	PTA out of scope			--
88	SIGNATURE	N/A	--	PTA out of scope			--
89	FINGERPRINT	N/A	--	Not used by A-Form App			--





This is the back of the second page and is not subject to approval and can be modified. This page is not signed or approved by the supervisor. The A-Form will allow for data entry by the officer but it will not be protected.

Transport Officer (s) \_\_\_\_\_ ID # \_\_\_\_\_ Dept# \_\_\_\_\_ Taken To \_\_\_\_\_  
 Transport Officer (s) \_\_\_\_\_ ID # \_\_\_\_\_ Dept# \_\_\_\_\_ Taken To \_\_\_\_\_  
 Transport Officer (s) \_\_\_\_\_ ID # \_\_\_\_\_ Dept# \_\_\_\_\_ Taken To \_\_\_\_\_

Does defendant have any signs/complaints of injury?  YES  NO Indicate any signs of complaints of injury regardless whether they happened prior to, during, or after arrest, or whether they have any connection to the arrest at all.  
 (If Yes, complete below data/notify supervisor)

Explain: \_\_\_\_\_

Name and Rank of Supervisor Notified: \_\_\_\_\_

PLAINT / ARREST AFFIDAVIT - MDPD RECORDS COPY - REVERSE

Defendants Vehicle

YEAR	MAKE	MODEL	TAG	STATE	VIN	COLOR
------	------	-------	-----	-------	-----	-------

OWNER/DRIVER/DESIGNEE RELEASE FORM & DISCLAIMER OF LIABILITY

Owner/Driver/Designee (O/D/D must read and sign disclaimer of liability if vehicle is left at scene, or removed, or released to O/D/D at scene.)

Released to: \_\_\_\_\_ (Print Name - Signature) \_\_\_\_\_ D/L # \_\_\_\_\_ State \_\_\_\_\_ Left on Scene?  YES  NO

The undersigned certifies that he/she is the legal owner/driver/designee of the vehicle described above. In consideration of being permitted to leave the vehicle mentioned at the location, or removed, or released, the undersigned hereby releases and discharges Miami-Dade County and all of its agents and employees for any damage to, or damage caused, theft of, or theft from the vehicle described above.

Signature of Owner/Driver/Designee \_\_\_\_\_

Signature of Officer Witnessing \_\_\_\_\_ ID # \_\_\_\_\_

IF YOUR VEHICLE IS DAMAGED MORE THAN 48 HOURS IT IS SUBJECT TO BE RECOVERED

**MIAMI-DADE COUNTY PRISONER**

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#	Field Name	Entity	Entity Field	How Acquired.	Data Type	Format	Protected
1	TRANSPORTING OFFICER NAME	Officer Role="Transporting"	PRS_NAME_FIRST PRS_NAME_LAST	Transporting Officer will be pre-populated to be the officer filling out the report. These values can be changed. Otherwise data will be entered by Officer.	Text(32) Text(64)		No
2	I.D. NO	Officer	OFFR_COURT_ID	ArrestReporting and Transporting Officer will be pre-populated to be the officer filling out the report. These values can be changed. Otherwise data will be entered by Officer.	Text(20)		No
3	DEPARTMENT	Officer	OFFR_DEPARTMENT	ArrestReporting and Transporting Officer will be pre-populated to be the officer filling out the report. These values can be changed. Otherwise data will be entered by Officer.	Text(20)		No
4	TAKEN TO	ArrestReport	ARR_TRANSPORT_LOC ARR_TRANSPORT_DESC Reused from Field 'B' and 'C'	This information is entered by the officer; the number is supplied by the dispatcher. If Transport Location is "Other Medical" then Officer can enter free text transportation location	Drrp List Text(32)	Technical Issue NON - None TKK - Adult Corr. CR2 - Adult Corr2 JSD - Juvenile Corr. WRD - Ward D DEC - Deceased OM - Other Medical	No
5	INJURY	Defendant/ DefendantState	PRSS_INJURED	Entered By Officer	Boolean	True/False	No

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#	Field Name	Entity	Entity Field	How Acquired	Data Type	Format	Protected
6	INJURY DESCRIPTION	Defendant/ DefendantState/ ExtendedData	EXT_DATA	Entered By Officer	Memo		No
7	INJURY APPROVAL	Defendant/ DefendantState/ Officer	OFF_SIG OFF_RANK				No
8	YEAR	Vehicle	VEH_YEAR	Entered By Officer	String	Text(4)	No
9	MAKE	Vehicle	VEH_MAKE	Entered By Officer	String	Text(50)	No
10	MODEL	Vehicle	VEH_MODEL	Entered By Officer	String	Text(50)	No
11	TAG	Vehicle	VEH LIC_NUM	Entered By Officer	String	Text(20)	No
12	STATE	Vehicle	VEH LIC_STATE	Entered By Officer	Dropdown	Text(2)	No
13	VIN	Vehicle	VEH_VIN	Entered By Officer	String	Text(40)	No
14	COLOR	Vehicle	VEH_COLOR	Entered By Officer	Dropdown	Text(10)	No
15	DISCLAIMER NAME	N/A					--
16	DISCLAIMER DL	N/A					--
17	LEFT AT SCENE	N/A					--
18	SIG	N/A					--
19	OFFICER SIG	N/A					--



This page represents the 4<sup>th</sup> page on the Paper A-Form. (Back of Pink Form) This page is not signed or approved by the supervisor. The A-Form will allow for data entry by the officer but it will not be protected.

**Officer Information**

OFFICER NAME	Evidence Confiscated (Y/N)	Dist/Section	I.D. No.	Phone	Cell	Pager	Shift (Days Off/Duty His)
<input type="checkbox"/> LEAD <input type="checkbox"/> RESPONDING <input type="checkbox"/> ARRESTING <input type="checkbox"/> TRANSPORTING		DUI ONLY:	<input type="checkbox"/> (W) <input type="checkbox"/> (RS) <input type="checkbox"/> (B) <input type="checkbox"/> (M) <input type="checkbox"/> (MW) <input type="checkbox"/> (CW) <input type="checkbox"/> (AFF) <input type="checkbox"/> (DRE) <input type="checkbox"/> (COMINOBS)				
OFFICER NAME	Evidence Confiscated (Y/N)	Dist/Section	I.D. No.	Phone	Cell	Pager	Shift (Days Off/Duty His)
<input type="checkbox"/> LEAD <input type="checkbox"/> RESPONDING <input type="checkbox"/> ARRESTING <input type="checkbox"/> TRANSPORTING		DUI ONLY:	<input type="checkbox"/> (W) <input type="checkbox"/> (RS) <input type="checkbox"/> (B) <input type="checkbox"/> (M) <input type="checkbox"/> (MW) <input type="checkbox"/> (CW) <input type="checkbox"/> (AFF) <input type="checkbox"/> (DRE) <input type="checkbox"/> (COMINOBS)				
OFFICER NAME	Evidence Confiscated (Y/N)	Dist/Section	I.D. No.	Phone	Cell	Pager	Shift (Day Off/Duty His)
<input type="checkbox"/> LEAD <input type="checkbox"/> RESPONDING <input type="checkbox"/> ARRESTING <input type="checkbox"/> TRANSPORTING		DUI ONLY:	<input type="checkbox"/> (W) <input type="checkbox"/> (RS) <input type="checkbox"/> (B) <input type="checkbox"/> (M) <input type="checkbox"/> (MW) <input type="checkbox"/> (CW) <input type="checkbox"/> (AFF) <input type="checkbox"/> (DRE) <input type="checkbox"/> (COMINOBS)				
OFFICER NAME	Evidence Confiscated (Y/N)	Dist/Section	I.D. No.	Phone	Cell	Pager	Shift (Days Off/Duty His)
<input type="checkbox"/> LEAD <input type="checkbox"/> RESPONDING <input type="checkbox"/> ARRESTING <input type="checkbox"/> TRANSPORTING		DUI ONLY:	<input type="checkbox"/> (W) <input type="checkbox"/> (RS) <input type="checkbox"/> (B) <input type="checkbox"/> (M) <input type="checkbox"/> (MW) <input type="checkbox"/> (CW) <input type="checkbox"/> (AFF) <input type="checkbox"/> (DRE) <input type="checkbox"/> (COMINOBS)				

VICTIM  WITNESS  OWNER  OWNER FOR DV ONLY: (1) Relationship to defendant: \_\_\_\_\_ ; (2) DCF contacted: (3) \*\*\*list all child witnesses

Name (Last) \_\_\_\_\_ (Middle) \_\_\_\_\_ (Race) \_\_\_\_\_ (Sex) \_\_\_\_\_ (Date of Birth) \_\_\_\_\_

Home Address (Street, Apt. Number) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_ (Phone) \_\_\_\_\_

Business or Other Address \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_ (Phone) \_\_\_\_\_

Address Source:  Verbal  Driver's License  Voter's I.D.  Other \_\_\_\_\_ D.L.# \_\_\_\_\_

Synopsis of Testimony: \_\_\_\_\_

**OTHER PHONE #'S**  
 Cell \_\_\_\_\_ Pgr \_\_\_\_\_ Wrk \_\_\_\_\_

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#	Field Name	Entity	Entity Field	How Acquired	Data Type	Format	Protected
1	OFFICER NAME	Officer	PRS_NAME_LAST	ArrestReporting and Transporting Officer will be pre-populated to be the officer filling out the report. These values can be changed. Otherwise data will be entered by Officer.	Text(64)		No
2	EVIDENCE CONFISCATED	Officer	OFF_EVIDENCE_CONFISCATED		Boolean		No
3	DIST/SECTION	Officer	OFFR_DEPARTMENT / OFFR_SECTION	ArrestReporting and Transporting Officer will be pre-populated to be the officer filling out the report. These values can be changed. Otherwise data will be entered by Officer.	Text(20)		No
4	I.D. NO	Officer	OFFR_COURT_ID	ArrestReporting and Transporting Officer will be pre-populated to be the officer filling out the report. These values can be changed. Otherwise data will be entered by Officer. (Update 12/13)	Text (20)		No
5	PHONE Home, Cell, Pager	Officer/Phone Role=XXXX	PHO_AREA PHO_NUMBER	Entered by Officer, but commonly used phone numbers will be remembered.			No



#	Field/Name	Entity	Entity Field	How Acquired	Data Type	Format	Protected
6	SHIFT	Officer	OFFR_SHIFT	Arrest Reporting and Transporting Officer will be pre-populated to be the officer filling out the report. These values can be changed. Otherwise data will be entered by Officer.	Text(10)		No
7	OFFICER ROLE		OFFR_ROLE	Entered By Officer	Text	Lead, Transporting, Responding	No
8	DUI ONLY	DWIData	DWI_WHEEL_OFFICER DWI_PERFORMED_ROADSIDE DWI_PERFORMED_BREATH_TEST DWI_MAINTENANCE DWI_MIRANDA_WARNING DWI_IMPLIED_CONSENT DWI_IMPLIED_CONSENT_WITNESS DWI_BREATH_AFFIDAVIT DWI_BREADH_AFFIDAVIT_WITNESS DWI_DRUG_RECOGNITION_EXPERT DWI_OBSERV_20_MIN	Entered By Officer	Boolean	T/F	No
9	TYPE OF INVOLVED PERSON	InvolvedPerson/role=??		Entered by Officer or Juvenile Booking	Dropdown Text(20)	Victim Witness Other (TBD)	No
10	RELATIONSHIP	InvolvedPerson (Update 12/21)	PRS_RELATIONSHIP (Update 12/21)	Link Selection Tool used by Officer or Juvenile Booking (Update 12/13)	Dropdown	0 None Specified 1 Boyfriend 2 Girlfriend 3 Spouse 4 Live In/Ex-Live In 5 Other Family 6 Same Sex Male 7 Same Sex Female 8 Ex-Boyfriend/Girlfriend 9 Ex-Spouse	No
11	DCF	ArrestReport	DCF_CONTACTED	Entered By Officer or Juvenile Booking	Checkbox	T/F	No
12	NAME	InvolvedPerson	PRS_NAME_FIRST PRS_NAME_MIDDLE PRS_NAME_LAST	Entered By Officer or Juvenile Booking	Text(32) Text(32) ** Text(64)		No
13	RACE	InvolvedPerson	PRS_RACE	Selected by Officer	Dropdown	A (Asian) B (Black)	No

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#	Field Name	Entity	Entity Field	How Acquired	Data Type	Format	Protected
14	SEX	InvolvedPerson	PRS_GENDER	Selected by Officer or Juvenile Booking	Dropdown	M (Male) F (Female) U (Unknown)	No
15	DATE OF BIRTH	InvolvedPerson	PRS_BIRTH_DATE	Entered by Officer or Juvenile Booking	Date/Calendar Control	YYYYMMDD	No
16	HOME ADDRESS	InvolvedPerson/ AfromAddress Role="home"	See Field 34 for definition	Entered by Officer or Juvenile Booking then verified and geo-coded by GIS Service before authentication and converted into multiple fields			No
17	BUSINESS OR OTHER ADDRESS	InvolvedPerson/ AfromAddress Role="XXX"	See Field 34 for definition	Entered by Officer or Juvenile Booking then verified and geo-coded by GIS Service before authentication and converted into multiple fields			No
18	OTHER PHONE NUMBERS Home, Cell, Pager, Work	InvolvedPerson/ Phone Number/ role=?	PHO_AREA PHO_NUMBER	Entered By Officer or Juvenile Booking	Text(3) Text(8)	NNN NNNNNNN	No
19	SOURCE OF ADDRESS	InvolvedPerson/ AfromAddress role=XXX	ADDR_SOURCE	Entered By Officer or Juvenile Booking	Text(10)		No
19	OTHER VALUE FOR ADDRESS SOURCE	InvolvedPerson/ AfromAddress role=XXX	ADDR_SOURCE_OTHER	Entered By Officer or Juvenile Booking	Text(10)		No

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#	Field Name	Entity	Entity Field	How Acquired:	Data Type	Format	Protected
20	DL #	InvolvedPerson	PRS_DR_LIC_NUM PRS_DR_LIC_STA	Entered by Officer or Juvenile Booking, DL Mag Code scanning when supported.	Text	Text(32)	No
21	TESTIMONY	InvolvedPerson/Testimony	EX_DATA	Selected by Officer or Juvenile Booking Entered By Officer or Juvenile Booking / Includes Spell Checking	Dropdown  Memo	Text(2)	No





## Appendix A – List Of Agency Codes for Field 9

AGENCY	NAME
001	MIAMI
002	MIAMI BEACH
003	CORAL GABLES
004	HIALEAH
005	MIAMI SPRINGS
006	NORTH MIAMI
007	NORTH MIAMI BEACH
008	OPA-LOCKA
009	SOUTH MIAMI
010	HOMESTEAD
011	MIAMI SHORES
012	BAL HARBOR
013	BAY HARBOR ISLANDS
014	SURFSIDE
015	WEST MIAMI
016	FLORIDA CITY
017	BISCAYNE PARK
018	EL PORTAL
019	GOLDEN BEACH
020	DIV OF MOTOR VEHICLES
021	INDIAN CREEK VILLAGE
022	MEDLEY
023	NORTH BAY VILLAGE
024	FIU CAMPUS POLICE
025	SWEETWATER
026	VIRGINIA GARDENS
027	HIALEAH GARDENS
028	MICCOSUKEE TRIBAL POL
029	ISLANDIA
030	MIAMI-DADE
031	F.H.P.
032	STATE BEVERAGE DEPT
033	STATE NARCOTICS BUREAU
034	F.B.I.
035	US BORDER PATROL
036	US IMMIGRATION SERVICE
037	ALCOHOL, TABACCO & FIRE
038	SECRET SERVICE
039	US CUSTOMS SERVICE
040	U.S. MARSHAL
041	MINIMUM HOUSING
042	CODE ENFORCEMENT
043	FRESH WATER FISH & GAME
044	FINANCIAL RESP. DIV.
045	DIV. PUBLIC WELFARE
046	DADE COUNTY WASTE DEPT
047	MILITARY
048	BONDSMAN
049	JUVENILE COURT
050	CIRCUIT COURT
051	CRIMINAL COURT
052	CIVIL COURT
053	FEDERAL COURT
054	PROBATION OFFICER
055	COUNTY COURT
056	STATE ATTORNEY'S OFFICE
057	POSTAL AUTHORITIES
058	D.E.A.
059	POLLUTION CONTROL
060	CORR & REHABILITATION
061	PRIVATE COMPLAINT
062	ANIMAL CONTROL
063	DADE COUNTY SCHOOLS
064	FL FISH & WILDLIFE COM
065	CONSUMER PROTECTION
066	MIAMI-DADE FIRE DEPT
067	MIAMI FIRE DEPARTMENT
068	DADE COUNTY PARKS
069	PUBLIC SERVICE COMM.
070	SEABOARD POLICE
071	FLORIDA STATE PARKS
072	FL DEPT OF TRANSPORTN
073	FL E. COAST RAILWAY CO
074	AVIATION DEPT M.I.A.
075	IDIV OF DRIVER'S LICENS
076	F.D.L.E.
077	FL. DEPT. OF PROF. REG
078	DADE COUNTY MEDICAL EX
079	HIALEAH FIRE DEPARTMNT
080	FL. INSURANCE FRAUD
081	KEY BISCAYNE
082	PASS. TRANS. REG. DIV.
083	FL DEPT AGR CONS SERVC
084	D.E.R.M.
085	AVENTURA
086	PINECREST
087	U.S. COAST GUARD
088	MEDICAID FRAUD UNIT
089	SUNNY ISLES
090	COURT ORDERS/ADMIN HLD
091	OFF OF TOLL OPER - DOT
092	MDPWD CAUSEWAY DIV
093	BISCAYNE NATIONAL PARK
094	STATE FIRE MARSHALL OF
095	TOWN OF MIAMI LAKES
096	PALMETTO BAY
097	CITY OF DORAL
098	DEPT OF CORR. ST OF FL
099	UNKNOWN
100	CITY OF MIAMI GARDENS
101	HOMELAND SECURITY FPS
102	BLDING CODE COMPLIANCE
103	MIAMI-DADE EXPRESSWAY
104	CUTLER RIDGE
105	SEAPORT PARKING AUTH
106	MIAMI-DADE TRANSIT ATH
107	FL DEPT OF ENVIR PROT
108	DISABILITY SERVICES
109	US TREAS DEPT-IRS
999	OUT OF CNTY/COURT OR

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\* COUNTRY CODES \*\*\*

AF = AFGHANISTAN  
 AO = ANDORRA  
 AI = ANTIGUA AND BARBUDA  
 AP = ARMENIA  
 AS = AUSTRALIA  
 AQ = AZORES ISLANDS  
 BW = BALEARIC ISLANDS  
 BF = BASSAS DA INDIA  
 DH = BENIN  
 BV = BOLIVIA  
 BT = BOTSWANA  
 BO = BRITISH INDIAN OCEAN TERRITORY  
 BU = BULGARIA  
 BI = BURUNDI  
 CM = CAMEROON  
 CV = CAPE VERDE ISLANDS  
 CF = CHAD  
 HR = CHRISTMAS ISLAND  
 CB = COLUMBIA  
 DI = COOK ISLANDS  
 KC = CROATIA  
 EZ = CZECH REPUBLIC  
 DM = DOMINICA  
 EY = EGYPT  
 EK = EQUATORIAL GUINEA  
 EO = ETHIOPIA  
 FO = FAROE ISLANDS  
 FN = FRANCE  
 FR = FRENCH SOUTHERN AND ANTARCTIC LANDS  
 GZ = GAZA  
 GG = GHANA  
 GC = GREECE  
 GP = GUADELOUPE  
 GR = GUERRERO  
 GY = GUYANA  
 NE = HOLLAND  
 HU = HUNGARY  
 IO = INDONESIA  
 IE = IRELAND  
 AA = ALBANIA  
 AO = ANGOLA  
 YI = ANY UNLISTED ITEM  
 AJ = ARUBA  
 AU = AUSTRIA  
 BD = BAHAMAS  
 BL = BANGLADESH  
 BG = BELGIUM  
 BM = BERMUDA  
 NX = BONAIRE AND CURACAO  
 BQ = BOUVET ISLAND  
 VB = BRITISH VIRGIN ISLANDS  
 UV = BURKINA FASO  
 BY = BYELARUS  
 CD = CANADA  
 CP = CAYMAN ISLANDS  
 CQ = CHILE  
 DB = CLIPPERTON ISLAND  
 DG = COMOROS  
 DJ = CORAL SEA ISLANDS  
 CC = CUBA  
 DK = DENMARK  
 DR = DOMINICAN REPUBLIC  
 EL = EL SALVADOR  
 ET = ERITREA  
 ER = EUROPA ISLAND  
 FJ = FIJI  
 FG = FRENCH GUYANA  
 GB = GABON  
 GE = GEORGIA(GRUZINSKAYA)  
 RG = GIBRALTAR  
 GN = GREENLAND  
 GT = GUATEMALA  
 GI = GUINEA  
 HT = HAITI  
 HD = HONDURAS  
 IC = ICELAND  
 IR = IRAN  
 IB = ISLE OF MAN  
 AN = ALGERIA  
 AE = ANGUILLA  
 AT = ARGENTINA  
 AH = ASHMORE AND C ISLANDS  
 AV = AZERBAIJAN  
 BE = BAHRAIN/BAHRE  
 BB = BARBADOS  
 BH = BELIZE  
 BN = BHUTAN  
 BP = BOSNIA AND HERZEGOVINA  
 BZ = BRAZIL  
 BX = BRUNEI  
 BR = BURMA  
 CJ = CAMBODIA  
 ZI = CANARY ISLAND  
 CW = CENTRAL AFRIC  
 RC = CHINA  
 DD = COCOS ISLANDS  
 RB = CONGO  
 CR = COSTA RICA  
 CS = CYPRUS  
 DN = DJIBOUTI  
 EU = ECUADOR  
 EN = ENGLAND  
 ES = ESTONIA  
 FA = FALKLAND ISLA  
 FD = FINLAND  
 FP = FRENCH POLYNE  
 GK = GAMBIA  
 GE = GERMANY  
 GO = GLORIOSO ISLA  
 GJ = GRENADA  
 GF = GUERNSEY  
 PG = GUINEA-BISSAU  
 HE = HEARD ISLAND  
 MCDONALD ISLA  
 HK = HONG KONG  
 II = INDIA  
 IQ = IRAQ  
 IS = ISRAEL

- Used for Citizenship

AA = ALBANIA  
 AO = ANGOLA  
 YI = ANY UNLISTED ITEM  
 AJ = ARUBA  
 AU = AUSTRIA  
 BD = BAHAMAS  
 BL = BANGLADESH  
 BG = BELGIUM  
 BM = BERMUDA  
 NX = BONAIRE AND CURACAO  
 BQ = BOUVET ISLAND  
 VB = BRITISH VIRGIN ISLANDS  
 UV = BURKINA FASO  
 BY = BYELARUS  
 CD = CANADA  
 CP = CAYMAN ISLANDS  
 CQ = CHILE  
 DB = CLIPPERTON ISLAND  
 DG = COMOROS  
 DJ = CORAL SEA ISLANDS  
 CC = CUBA  
 DK = DENMARK  
 DR = DOMINICAN REPUBLIC  
 EL = EL SALVADOR  
 ET = ERITREA  
 ER = EUROPA ISLAND  
 FJ = FIJI  
 FG = FRENCH GUYANA  
 GB = GABON  
 GE = GEORGIA(GRUZINSKAYA)  
 RG = GIBRALTAR  
 GN = GREENLAND  
 GT = GUATEMALA  
 GI = GUINEA  
 HT = HAITI  
 HD = HONDURAS  
 IC = ICELAND  
 IR = IRAN  
 IB = ISLE OF MAN

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IT = ITALY	IY = IVORY COAST	JM = JAMAICA
JN = JAN MAYEN	JA = JAPAN	JE = JERSEY
JO = JORDAN	JU = JUAN DE NOVA ISLAND	KT = KAZAKHSTAN
KE = KENYA		KB = KIRIBATI
KU = KUMAIT	KZ = KYRGYZSTAN	LS = LAOS
LT = LATVIA	LN = LEBANON	LE = LESOTHO
LB = LIBERIA	LY = LIBYA	LI = LIECHTENSTEIN
LH = LITHUANIA	LX = LUXEMBOURG	OC = MACAU
ZD = MACEDONIA	IM = MADEIRA ISLANDS	MF = MALAWI
MZ = MALAYSIA	MV = MALDIVES	ML = MALI
MY = MALTA	KH = MANAHKI ISLAND	ZB = MARTINIQUE
MU = MAURITANIA	UM = MAURITIUS	YO = MAYOTTE
MM = MEXICO	FS = MICRONESIA	LD = MOLDOVA
	(WHEN STATE UNKNOWN)	
MJ = MONACO	MG = MONGOLIA	RR = MONTERRAT
ZO = MOZAMBIQUE	SJ = NAMIBIA	NR = NAURU
NP = NEPAL	TS = NEVIS AND SAINT CHRISTOPHER	NQ = NEW CALEDONIA
NZ = NEW ZEALAND	NJ = NICARAGUA	NN = NIGER
NG = NIGERIA	IU = NIUE	OF = NORFOLK ISLAN
KN = NORTH KOREA	NI = NORTHERN IRELAND	NM = NORWAY
OI = OKINAWA	OM = OMAN	PK = PAKISTAN
PD = PALAU	PM = PANAMA	NO = PAPUA NEW GUI
PF = PARACEL ISLANDS	PV = PARAGUAY	PU = PERU
PI = PHILIPPINES	PC = PITCAIRN, HENDERSON DUCIE & OENO ISLANDS	PO = POLAND
PT = PORTUGAL	QA = QATAR	RE = REUNION
RU = ROMANIA/RUMANIA	RA = RUSSIA	RF = RUSSIAN FEDER
RW = RWANDA	HS = SAINT HELENA	LU = SAINT LUCIA
PS = SAINT PIERRE AND MIQUELON	VV = SAINT VINCENT THE GRENADINE	SH = SAN MARINO
TP = SAO TOME & PRINCIPE	SB = SAUDI ARABIA	SS = SCOTLAND
SG = SENEGAL	SE = SEYCHELLES	SA = SIERRA LEONE
SR = SINGAPORE	LF = SLOVAKIA	LO = SLOVENIA
BS = SOLOMON ISLANDS	SM = SOMALIA	SF = SOUTH AFRICA
GS = SOUTH GEORGIA AND SOUTH SANDWICH ISLAND	KO = SOUTH KOREA	SP = SPAIN
TE = SPRATLY ISLANDS	CY = SRI LANKA	SU = SUDAN
ZC = SURINAM	SV = SVALBARD	SW = SWAZILAND
SQ = SWEDEN	SZ = SWITZERLAND	SY = SYRIA
TH = TAIWAN	TJ = TAJIKISTAN	TZ = TANZANIA
HW = THAILAND	TO = TOGO	TK = TOKELAU
TG = TONGA	TQ = TONGAREVA	TT = TRINIDAD AND
TM = TROMELIN ISLAND	TD = TRUST TERRITORY OF THE PACIFIC ISLANDS	TF = TUAMOTU ARCHI
TU = TUNISIA	TY = TURKEY	UR = TURKMENISTAN

MIAMI-DADE COUNTY  
 PRISONER  
 PROCESSING ARREST FORM  
 AUTOMATION SOLUTION  
 Friday, February 24, 2012



TR = TURKS AND CAICOS  
 UK = UKRAINE  
 XX = UNKNOWN  
 HN = VANUATU  
 RV = VIETNAM  
 WB = WEST BANK  
 RY = YEMEN  
 ZM = ZAMBIA

TV = TUVALU  
 TC = UNITED ARAB EMIRATES  
 UY = URUGUAY  
 VY = VATICAN CITY  
 WL = WALES  
 RS = WESTERN SAHARA  
 YG = YUGOSLAVIA  
 RH = ZIMBABWE

UG = UGANDA  
 US = UNITED STATES  
 UZ = UZBEKISTAN  
 VZ = VENEZUELA  
 WF = WALLIS & FUTU  
 WS = WESTERN SOMOA  
 ZR = ZAIRE

State Codes -- Used for Place of Birth Only  
STATE (Local Address, POB, and Driver License):

AL = ALABAMA  
 AR = ARKANSAS  
 CT = CONNECTICUT  
 FL = FLORIDA  
 ID = IDAHO  
 IA = IOWA  
 LA = LOUISIANA  
 MA = MASSACHUSETTS  
 MS = MISSISSIPPI  
 NB = NEBRASKA  
 NJ = NEW JERSEY  
 NC = NORTH CAROLINA  
 OH = OHIO  
 PA = PENNSYLVANIA  
 SD = SOUTH DAKOTA  
 UT = UTAH  
 WA = WASHINGTON  
 WY = WYOMING

AK = ALASKA  
 CA = CALIFORNIA  
 DE = DELAWARE  
 GA = GEORGIA  
 IL = ILLINOIS  
 KS = KANSAS  
 ME = MAINE  
 MI = MICHIGAN  
 MO = MISSOURI  
 NV = NEVADA  
 NM = NEW MEXICO  
 ND = NORTH DAKOTA  
 OR = OREGON  
 RI = RHODE ISLAND  
 TN = TENNESSEE  
 VT = VERMONT  
 WV = WEST VIRGINIA

AZ = ARIZONA  
 CO = COLORADO  
 DC = DISTRICT OF COLUMBIA  
 HI = HAWAII  
 IN = INDIANA  
 KY = KENTUCKY  
 MD = MARYLAND  
 MN = MINNESOTA  
 MT = MONTANA  
 NH = NEW HAMPSHIRE  
 NY = NEW YORK

OK = OKLAHOMA  
 SC = SOUTH CAROLIN  
 TX = TEXAS  
 VA = VIRGINIA  
 WI = WISCONSIN

**PROGRAM BUDGET**

**ATTACHMENT B**

Jurisdiction Name: Golden Beach

Contact Person: Chief De Lucca

Project Name: MDCACP Prisoner Processing - Interface

Program Dates: 3/2/12 - 2/28/2013

**CONTRACTUAL SERVICES TOTAL**

**\$11,364**

IT vendor interface development  
approx. 75.76 hrs. @ approx. 150.00/hr.

**\$11,364**

**Total Budget**

**\$11,364**

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

**\$11,364**

**Edward Byrne Memorial Justice Assistance Grant American Recovery and Reinvestment Act (ARRA)**

**QUARTERLY PROJECT PERFORMANCE REPORT**

PURPOSE AREA: Planning Evaluation and Technology Improvement

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Department/Agency

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MDCACP COUNTYWIDE PRISONER PROCESSING PROJECT

Project Name

---

Name of Person Completing Form

Title

Phone

---

2010-ARRC-DADE-2-W7-118

FDLE Contract ID Number

Report Number	Quarterly Period	Report Due Dates
1	*March 2 – March 31, 2012	*April 5, 2012
2	April 1 – June 30, 2012	July 5, 2012
3	July 1 – September 30, 2012	October 5, 2012
4	October 1 – December 31, 2012	January 5, 2013
5	*January 1 – February 28, 2013	*March 5, 2013

Report Number	Quarterly Period	Report Due Date

\*Partial quarter

**Objective**

Development and implementation of an interface between the existing Records Management System (RMS) and the automated Arrest Form (A-Form) for the MDCACP Countywide Prisoner Processing Project.

Please answer the following questions relating to your activity for this project:

**Measures**

Contractual Services

During this quarter how many hours were paid with JAG funds for contractual IT services? \_\_\_\_\_

During this quarter what was the total amount of JAG funds expended for contractual IT services? \$ \_\_\_\_\_

Information Systems

During this quarter did you use JAG funds to make improvements to your criminal information system? \_\_\_\_\_

During this quarter did you complete improvements to your criminal information system? \_\_\_\_\_

During this quarter can you report a desired change in efficiency as a result of completed system improvements? \_\_\_\_\_

During this quarter can you report a desired change in program quality as a result of completed system improvements? \_\_\_\_\_

**Project Narrative**

Include detailed description of all project activities for this quarter:

**Edward Byrne Memorial Justice Assistance Grant - American Recovery and Reinvestment Act****Monthly Expenditure Report****MDCACP COUNTYWIDE PRISONER PROCESSING PROJECT**

Report Number	Monthly Period	Report Due Dates
1	*March 2 – March 31, 2012	15-Apr-12
2	April 1 – April 30, 2012	15-May-12
3	May 1 – May 31, 2012	15-Jun-12
4	June 1 – June 30, 2012	15-Jul-12
5	July 1 – July 31, 2012	15-Aug-12
6	August 1 – August 31, 2012	15-Sep-12
7	September 1 – September 30, 2012	15-Oct-12
8	October 1 – October 31, 2012	15-Nov-12
9	November 1 – November 30, 2012	15-Dec-12
10	December 1 – December 31, 2012	15-Jan-13
11	January 1 – January 31, 2013	15-Feb-13
12	February 1 – February 28, 2013	15-Mar-13

(\*Contract start date)

Report Number	Quarterly Period	Report Due Date



**MONTHLY EXPENDITURE REPORT**

FDLE Contract ID Number: 2010-ARRC-DADE-2-W7-118

Department/Agency:	Date of Claim:
Project : MDCACP Prisoner Processing	Claim Number:
Telephone:	Claim Period:
Name of Person Completing Form:	



1. Total Federal Budget \$ \_\_\_\_\_
2. Amount This Invoice \$ \_\_\_\_\_
3. Amount of Previous Invoices \$ \_\_\_\_\_
4. Remaining Federal Balance \$ \_\_\_\_\_

Sub Object Code	Budget Categories	Line Item Disallowed	Exceeds Budget	Federal Funds	Category Totals
	Salaries & Benefits				
	Operating/Capital Equipment				
	Expenses				
	<b>TOTAL CLAIM</b>				

We request payment in accordance with our contract/MOU agreement in the amount of \$ \_\_\_\_\_

Attached, please find the records which substantiate the above expenditures. I 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,

\_\_\_\_\_  
Chief of Police/Designated Official

\_\_\_\_\_  
Payment Approved, Office of Managem. & Budget

**Monthly Expenditure Report - Detail of Contractual Services**

**Department/Agency:**

**Date of Claim:**

**Project Name:** MDCACP Prisoner Processing

**Claim Number:**

Vendor Name	Description of Services*	Date Paid	Check Number	Total # Hours	Amount
TOTAL:					

\*Any activities related to this grant  
TOTAL HOURS \_\_\_\_\_

AT \$ \_\_\_\_\_ PER HOUR = \$ \_\_\_\_\_

NOTE: Copies of all invoices, cancelled checks and time sheets must be attached to process this payment

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):

Table with 3 columns: Full Legal Name, Address, Ownership. Includes three rows with percentage indicators.

- 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):

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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. 1<sup>st</sup> 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: \_\_\_\_\_ (Date)  
(Signature of Affiant)

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 contact 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".

NAME OF SUBCONTRACTOR OR SUB-CONSULTANT                      ADDRESS                      CITY AND STATE

**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".

NAME OF SUPPLIER                      ADDRESS                      CITY AND STATE

**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: \_\_\_\_\_



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** April 24, 2012

Item Number:

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

3

**From:** Alexander Diaz,  
Town Manager

**Subject:** RESOLUTION NO. 2238.12- TRANSFER OF LETF MONIES TO  
THE GENERAL FUND

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2238.12 as presented.

### **Request:**

It is requested that the Town authorize the transfer of LETF monies to the Capital Fund (Fund 330) to refund monies that were used to pay for the construction of a police boat dock and lift on the Intra-Coastal Waterway (ICW) at the Strand and Center Island.

### **Background:**

As part of the Town's Master Park Plan, the Town will construct a dock and a lift for the Town's Marine Patrol boat on the Intra-Coastal Waterway (ICW) at the Strand and Center Island.

The Town's Law Enforcement Trust Fund account contains monies forfeited in both State and Federal task force investigations that have included officers of the Golden Beach Police Department. State or federally seized LETF monies can be used to pay for this service.

This Item authorizes the use of LETF Funds to cover the cost of the construction of the Police Boat Dock.

### **Financial Impact:**

\$120,565.00 from the Town's Law Enforcement Trust Fund (LETF).

**Attachments:** Memo DD-001-12, Agenda Item Resolution, & LETF Affidavit

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2238.12**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE TRANSFER OF LAW ENFORCEMENT TRUST FUND (LETF) MONIES TO THE CAPITAL FUND FOR THE CONSTRUCTION OF A PUBLIC DOCK AND POLICE BOATLIFT ON THE INTRA-COASTAL WATERWAY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to construct a Strand Park Public Dock and police boatlift on Center Island on the Intra-Coastal Waterway (ICW) for the residents of Golden Beach; and

**WHEREAS**, expenses are made from the Town's Capital Fund; and such an amount not to exceed \$120,565.00 need to be reimbursed to the Capital Fund from the Law Enforcement Trust Fund ("LETF"); and

**WHEREAS**, the Town's LETF includes assets forfeited to the Town by authority of the Florida Contraband Forfeiture Act and by the Federal Asset Forfeiture Statutes; and

**WHEREAS**, the Town Council desires to utilize LETF funds to pay for construction and soft costs related to the construction of said project; and

**WHEREAS**, the monies contained in the LETF are the result of seized assets from both investigations by the Town's Police Department and joint investigations with other law enforcement agencies – not from tax revenue; and

**WHEREAS**, the Chief of Police has recommended that an amount not to exceed \$120,565.00 be taken from the Town's LETF for "***other law enforcement purposes***" specifically authorized by law to cover the itemized cost of services



rendered and future projected costs on page 1 of 3 in this resolution, to be reimbursed to the Town of Golden Beach's Capital Fund ; and

**WHEREAS**, the Chief of Police certifies that this expenditure complies with § 932.7055, Florida Statutes, and / or the Federal Seizure statutes in that the funds will be used for an appropriate law enforcement purpose; and

**WHEREAS**, the Chief of Police certifies that the Town's LETF is not being used as a normal source of revenue for the Town Police Department; and

**WHEREAS**, the Chief of Police certifies that the Town's LETF was not considered in the adoption and approval of the Police Department budget; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to proceed as indicated in this Resolution.

**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. Use of LETF Authorized.** That the use of LETF funds to obtain the Marine Service to obtain these necessary permits is hereby authorized and approved.

**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 be effective immediately upon adoption.

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 Amy Isackson-Rojas	_____
Councilmember Kenneth Bernstein	_____
Councilmember Bernard Einstein	_____
Councilmember Judy Lusskin	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 24<sup>th</sup> day of April, 2012.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
LISSETTE PEREZ  
INTERIM 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

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## MEMORANDUM

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**Date:** April 20, 2012 DD-001-12  
**To:** Town Manager Alexander Diaz  
**From:** Police Chief Don De Lucca  
**Ref:** Request for Use of LETF monies to fund construction of the Strand Park Boat Dock and Lift

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As you are aware, the Town has a park project to construct a public dock and a police boatlift on the Intra-Coastal Waterway (ICW) at the Strand Park on Center Island.

The project is ready for commencement and the necessary budget allocations must be in place before the project can move forward.

I am requesting that the Project be funded in the following manner:

\$29,735.00 from the Florida Inlet Navigational District  
\$120,565.00 from Fund 120 the Town's Law Enforcement Trust Fund  
\$150,300.00 maximum budget for construction and soft costs

It is requested that the Town of Golden Beach use LETF monies in the amount of \$120,565.00 to pay for the construction and soft costs associated with the installation of a Police Boat Dock and Lift at the Intra-Coastal Waterway (ICW) at the Strand Park on Center Island.

In anticipation of your approval of this request, supporting documentation has been attached to this memo.

Attachments: Agenda Item, Agenda Item Resolution

C: Finance Director Maria Camacho  
Building Director Linda Epperson

**AFFIDAVIT**

**STATE OF FLORIDA:**

**: SS**

**COUNTY OF MIAMI-DADE:**

Before me, this day personally appeared Donald W. De Lucca who deposes and says that:

*“I, Donald W. De Lucca, Chief of Police, Town of Golden Beach, do hereby certify that:*

1. *This request for expenditures specifically is authorized by law and will be used for an appropriate law enforcement purpose;*
  - a. *this request for a \$120,565.00 transfer from the Town of Golden Beach’s Forfeited Assets Fund to the Capital Fund to be used for the construction of a police boat dock and lift at the Intra-Coastal Waterway (ICW) at the Strand Park on Center Island. The construction of the police boat dock and lift for the police marine patrol operations on the Intra-Coastal Waterway complies with the provisions of Florida State Statute 932.7055, known as the Law Enforcement Trust Fund (LETf), as amended or,*
  - b. *it complies with the requirements of the Federal Asset Forfeiture Statutes under the U.S. Department of Justice publication titled “Guide to Equitable Sharing for State and Local Law Enforcement Agencies” which specifically provides that the equitably shared forfeited asset funds resulting from the participation of a local agency in investigations with Federal law enforcement agencies may be utilized by the participating local agency to acquire law enforcement equipment or certain resources for use by law enforcement personnel that supports law enforcement activities.*
2. *The Town’s Law Enforcement Trust Fund is not being used as a normal source of revenue for the Town’s Police Department; and*
3. *The Town’s Law Enforcement Trust Fund was not considered in the adoption and approval of the Police Department budget.”*

Donald W. De Lucca  
Chief of Police  
Golden Beach Police Department

Subscribed and sworn to before me this 24<sup>th</sup> day of April, 2012 by  
Donald W. De Lucca who is personally known to me.

**NOTARY PUBLIC  
STATE OF FLORIDA  
AT LARGE**



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** April 24, 2012

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager

**Subject:** Resolution No. 2239.12 - Approving an Agreement For Money  
Laundering Consultant with David Carrazana

Item Number:

4

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2239.12 as presented.

### **Background:**

The mission of the Task Force will be to develop and assist with criminal investigations and asset forfeitures of illegal activities within the Field Office. The emphasis of the task Force is to pursue investigations on individuals and organizations that will result in criminal prosecutions and large asset forfeitures in investigations arising out of the analysis of Suspicious Activity Reports (SARs) filed by financial institutions pursuant to Title 31 of the United States Code. The Task Force will work in coordination with the United States Attorney's Office(s) within the Field Office to determine the types of activities that merit investigation and are allied to the investigation and prosecution strategy.

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 as the criminal assets forfeited in the course of these investigations offsets all costs to the Town and results in additional revenues being made available to the Police Department outside of the normal budgetary process.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2239.12**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE AGREEMENT FOR CONTRACT POLICE OFFICER WITH DAVID CARRAZANA; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council wishes to engage David Carranzana (the "Contractor") as a law enforcement officer on a contract basis to serve in the IRS Treasury Department's, South Florida Financial Crimes Task Force; and

**WHEREAS**, the Contractor desires to provide his special expertise to the Town for the benefit of Task Force Operations, Money Laundering, and other Organized Crime Investigations; and;

**WHEREAS**, the Town Council finds that is in the best interest of the Town to engage the Contractor under the terms of the Agreement for Money Laundering Consultant (the Agreement") substantially in the form attached hereto as Exhibit "A";

**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. Approval of Agreement.** The Town Council hereby approves the Agreement attached as Exhibit "A" to this Resolution.

**Section 3. Implementation.** The Town Council authorizes the Mayor to execute this Agreement once approved by the Town Attorney as to form and legal sufficiency, and authorizes the Mayor and town Manager to take all action necessary to implant the Agreement.

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

Sponsored by the **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 Amy Isackson-Rojas	_____
Councilmember Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 24<sup>th</sup> day of April, 2012.

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
INTERIM TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY

**AGREEMENT FOR CONTRACT POLICE OFFICER  
TOWN OF GOLDEN BEACH AND DAVID CARRAZANA  
5/1/2012 – 5/1/2013**

1. **PURPOSE:** David Carrazana (hereinafter 'CONTRACTOR') will provide his expertise regarding money laundering investigations to the South Florida Financial Crimes Task Force, a law enforcement task force based in Miami, Florida. The Town of Golden Beach (TOWN) has agreed to fund an AGREEMENT between Carrazana and the TOWN to pay Carrazana for his services.
2. **PARTIES:** The parties to the AGREEMENT are the TOWN and the CONTRACTOR. The mailing address and points of contact for the parties are:

Don W. De Lucca  
Chief of Police  
Town of Golden Beach  
1 Golden Beach Drive  
Golden Beach, Florida 33160  
(305) 936-2444

David Carrazana  
1 Golden Beach Drive  
Golden Beach, Florida 33160  
(305) 936-2444

3. **TERM:** The term of this AGREEMENT begins May 1, 2012 and ends May 1, 2013.
4. **EARLY TERMINATION FOR CONVENIENCE OF THE PARTIES:** Either party may terminate this AGREEMENT for any reason after providing sixty (60) day notice.
5. **SCOPE OF WORK:** The scope of work undertaken by the CONTRACTOR is attached hereto as Exhibit A. CONTRACTOR shall submit bi-weekly reports itemizing the work completed during that period. Work shall be consistent with the scope of work defined in Exhibit A. The GBPD Chief and GBPD Commander shall review the bi-weekly reports before approval of the invoice is made for payment.
6. **COMPENSATION:**
  - A. **Total Compensation and Rate of Payment:** The CONTRACTOR shall be paid forty-three thousand, two hundred and sixty dollars (\$43,260.00) on an annual basis. Payment shall be made on a pro rata basis at two-week intervals throughout the term of the AGREEMENT. Extra work shall be compensated on the basis of approximately \$32.00 per hour. Under the agreement the Town is limited to a maximum reimbursement for all overtime expenses in connection with this operation of \$ 15,000.00 per year. Travel and related expenses should not exceed a maximum of \$ 18,000.00 for this task force/joint operation for the fiscal year period.



- B.** Procedure for Submitting Invoices: Every two weeks, the CONTRACTOR shall submit a written description of and amount of hours of the work performed during the prior two weeks to a supervisor designated by the TOWN. The designated supervisor shall review it for accuracy and compliance with the terms of this AGREEMENT, and send it to the TOWN Police Department for payment. The GBPД shall review it for approval and forward it to the Golden Beach Finance Department for payment.
- 7. TOWN LIABILITY CONTINGENT UPON AVAILABILITY OF FORFEITED FUNDS:** If Forfeited Funds are no longer available to compensate the CONTRACTOR, the CONTRACTOR shall be given sixty (60) day notice that his services are no longer needed.
- 8. GOVERNING LAW AND VENUE:** This AGREEMENT shall be construed, interpreted, and governed by the laws of the State of Florida. The parties further agree that the venue for any litigation arising out of this AGREEMENT shall be in Miami-Dade County, Florida.
- 9. ENTIRE AGREEMENT:** It is understood and agreed that this AGREEMENT expresses the complete and final understanding of the parties hereto, that any and all negotiations and representations not included herein or referred to herein be hereby abrogated and that this AGREEMENT cannot be changed, modified or varied except by a written instrument signed by all parties hereto. There are no "private" or "side agreements".
- 10. INDEMNIFICATIONS:** CONTRACTOR agrees to hold harmless, indemnify and defend the Town of Golden Beach, Mayor Glenn Singer, Town Manager Alexander Diaz, and Chief Don De Lucca and their predecessors and successors in office, and each and every one of his police officers, employees and attorneys from any and all loss, damage, claim or judgment arising out of the provisions of services pursuant to this AGREEMENT.
- 11. PARAGRAPH HEAD NOT DISPOSITIVE:** The parties agree that the heading given the paragraphs and other subdivisions of the AGREEMENT are for ease of reference only and are not dispositive in the interpretation of AGREEMENT language.
- 12. NO PRESUMPTION AGAINST DRAFTER:** The parties agree that this AGREEMENT has been freely negotiated by both parties, and that, in any dispute over the meaning, interpretation, validity, or enforceability of this AGREEMENT or any of its provisions, there shall be no presumption whatsoever against either party by virtue of the having drafted this AGREEMENT or any portion thereof.
- 13. PROHIBITION AGAINST ASSIGNMENT:** Neither party shall assign all or any portion of its duties or rights under this AGREEMENT without the prior written consent of the other party.
- 14. REPRESENTATION OF THE CONTRACTOR:** CONTRACTOR agrees to maintain and make available records sufficient to permit a proper audit of CONTRACTOR'S performance of the AGREEMENT. CONTRACTOR further represents that the CONTRACTOR has never had a AGREEMENT, bid or proposal rejected, suspended, or cancelled due to any allegation of a failure to comply with any federal, state or local government law or regulation regarding competitive bidding or auditing or accounting standards.

**15. INDEPENDENT CONTRACTOR STATUS:** CONTRACTOR is a Contract Police Officer and not a regular employee of the Town of Golden Beach. The Contractor has no rights, benefits, or privileges under the Collective Bargaining Agreement between the Town of Golden Beach and the Fraternal Order of Police or any other labor organization. The CONTRACTOR shall be sworn in as a "Police Officer" for the Town of Golden Beach Police Department for investigations, arrests, and law enforcement activities while serving in this capacity, however; his law enforcement status shall be that of a Part-time Police Officer for the Town of Golden Beach. The Police Chief, however; shall determine the CONTRACTOR's methods and types of production. The CONTRACTOR's compensation is based upon performing and completing work and upon time spent in completing any particular assignment. As a convenience to the CONTRACTOR, the TOWN shall be responsible for the payment of income taxes, social security-payments, Medicare obligations, as well as all other financial obligations incumbent upon the CONTRACTOR because of compensation under this AGREEMENT.

**16. GIFTS AND UNAUTHORIZED COMPENSATION:** The CONTRACTOR, any relative of the CONTRACTOR, or any business in which the CONTRACTOR has a financial interest, must not accept or solicit any gift or unauthorized compensation from any person, firm, or entity doing business with or soliciting business from the TOWN.

**A.** For the purpose of this AGREEMENT, a "gift" includes any item of value, including without limitation:

Forgiveness of indebtedness;  
The use of tangible or intangible personal property;  
The use of real property, such as house, apartments, or hotel rooms;  
Personal services for which the person providing the services normally charges a fee.

**B.** A "gift" does not include:

Food or beverage consumed at a single sitting or event;  
Discounts or preferential terms for goods or services available to all government employees or the public at large; awards, plaques, certificates, trophies, or similar personalized item of little intrinsic value given in recognition of service by the CONTRACTOR;  
Commercial loans on terms generally available to the public;  
Anything provided directly to the CONTRACTOR by the TOWN;

Transportation or lodging used in connection with authorized official travel and disclosed to the government;  
Or anything paid for at market value.

"Unauthorized compensation" means any payment or receipt of a benefit from any person, firm, or entity doing business with or soliciting business with TOWN, without the knowledge and express consent of the government.

“Relative of the CONTRACTOR” means any person related to the CONTRACTOR as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, grandchild, great-grandchild, great-grandparent, step great-grandchild, person who is engaged to be married to the CONTRACTOR or who otherwise holds himself or herself out as or is generally known as the person whom the CONTRACTOR intends to marry or with whom the CONTRACTOR intends to form a household, or any other natural person having the same legal residence as the CONTRACTOR.

**17. SOLICITATION OF EMPLOYMENT:** The CONTRACTOR must not, during the term of this AGREEMENT, solicit employment, or any additional work, for the CONTRACTOR or any relative of person, the CONTRACTOR, firm or entity doing business with or soliciting business from the TOWN without the prior written consent of the TOWN. If the CONTRACTOR or any relative of the CONTRACTOR receives such an offer of employment of paid work, the offer must be reported in writing to the TOWN. The CONTRACTOR is free to accept work from any other party subject to the restrictions of Section 17.

**18. CONFLICT OF INTEREST; DUTY TO DISCLOSE:** The CONTRACTOR must, prior to the execution or extension of this AGREEMENT and throughout its term, make written disclosure to the TOWN of any potential conflict of interest involving the CONTRACTOR or any relative of CONTRACTOR, or any person, firm or entity doing business with or soliciting business from the TOWN. A “conflict of interest” means any business relationship or other situation where a reasonable person might perceive that the CONTRACTOR or any of their relative could lead to disregard the interest of TOWN

The CONTRACTOR must not disclose procurement information or proprietary CONTRACTOR information to any person, firm or entity not employed by the TOWN during any TOWN procurement process.

**19. REPORTING BRIBE OFFERS:** The CONTRACTOR must immediately report any offer of a bribe to the TOWN. “Immediately” means making contact in person or by telephone regardless of the day or time, as soon as CONTRACTOR can make the notification out of the presence of the person offering the bribe. The CONTRACTOR must follow the oral notification within twenty-four hours of the offer.

**20. COPYRIGHT PROTECTION OF WORK PRODUCT:** The TOWN owns, without limit, the work product and copyrights to all work produced by the CONTRACTOR pursuant to this AGREEMENT.

**21.** “Work” includes IT data, computer programs, dictation, reports and memoranda, electronic documents, presentations, curricula, handouts, slides, photographs, videotape and audiotape, CDs and DVDs, all regardless of physical or electronic form or format.

**22. NO UNLAWFUL DISCRIMINATION OR SEXUAL HARASSMENT;** obligation to report:

- A. The parties shall not, in the performance of their duties under this AGREEMENT unlawfully discriminate against any person because of race, gender, national origin, ethnicity, religion, age or handicapping condition. The CONTRACTOR and the TOWN have adopted and will maintain policies prohibiting sexual harassment.
- B. The CONTRACTOR must make a written report of any instance of unlawful discrimination or sexual harassment against A CONTRACTOR to the TOWN. The CONTRACTOR agrees to cooperate in the investigation of all complaints received by TOWN regardless of the identity of the complainant.

UNDERSTOOD AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

CONTRACTOR

TOWN OF GOLDEN BEACH

\_\_\_\_\_

\_\_\_\_\_

David Carrazana

Mayor Glenn Singer

## **EXHIBIT A**

The CONTRACTOR shall perform both routine and unique types of law enforcement duties and criminal investigation services consistent with and typical of professional law enforcement activities in general and money laundering investigations in particular.

Such duties and services may include surveillance (both stationary and mobile), arrest, interviews, documentation review and examination, request for permission to search, filing affidavits for search warrants, and / or filing affidavits for arrests.

Such duties and services may also include performing physical arrests and transportation of suspects, confiscation of and documentation and accounting of: currency (domestic and foreign), narcotics, and / or suspected narcotics, weapons, ammunition, body armor, communication technology, and other items.

Such duties and services may be performed in uniform and for extended periods of time (as in Alpha/Bravo 12-hour+ shifts) during emergencies such as severe weather duty activation and deployment along, with related duties in the preparation for, during, or in the aftermath of a hurricane, a tornado, flooding, or any other natural or man-made disaster or any other emergency or other duties as des determined by the Town.



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** April 24, 2012

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager

**Subject:** Resolution No. 2240.12 – Awarding Boat Dock and Lift Project  
to Lee Construction Group

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Item Number:

5

### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2240.12 as presented.

### **Background:**

On February 17<sup>th</sup>, 2012 the Town issued RFP 2012-03 pertaining to the construction of a Police Boat Dock at the Strand and Intercostal Waterway. A mandatory pre-bid meeting was held on March 8<sup>th</sup>, 2012 with 6 firms in attendance.

The bid opening was held on March 27<sup>th</sup>, 2012 and Lee Construction Group was the sole respondent. The proposal was submitted with a value of \$150,300.00.

Since that time we have meet with the Contractor to value engineer the proposal and we have been able to lower the value to approximately \$112,521.61.

This project which is partially being funded by the Florida Inlet Navigational District will provide a dock at the Strand and Intercostal for our Marine Patrol Vessel and equipment.

### **Financial Impact:**

An amount not to exceed \$150,300.00 of which \$ 29,735.00 was made available by the Florida Inlet Navigational District and the balance of \$120,565.00 will come from Fund 120 the Town's Law Enforcement Trust Fund.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2240.12**

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE TOWN AND LEE CONSTRUCTION GROUP, INC. FOR BOAT DOCK IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Golden Beach (the "Town") issued Request for Proposals (RFP) No. 2012-03 for Boat Dock and Boat Lift Improvements (the "Improvements") for the Town; and

**WHEREAS**, LEE Construction Group, Inc. ("LEE") submitted a proposal in response to the RFP (the "Proposal") which was determined to be the best and most advantageous to the Town; and

**WHEREAS**, the Town wishes to award the work for the Improvements to LEE and to enter into an agreement with LEE substantially in the form attached to this Resolution as Exhibit "A" (the "Agreement").

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

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Award and Approval of Agreement.** The Town Council hereby awards the work for the Improvements to LEE and approves and authorizes the Agreement with LEE in substantially the form attached hereto as Exhibit "A." The Mayor

is authorized to execute the Agreement on behalf of the Town once approved as to final form and legal sufficiency by the Town Attorney.

**Section 3. Implementation.** The Mayor and Town Manager are hereby authorized to take all steps reasonably necessary to implement the Agreement and this Resolution.

**Section 4. Effective Date.** 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 Amy Isackson-Rojas	_____
Councilmember Ben Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 24<sup>th</sup> day of April, 2012.

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
INTERIM TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



**EXHIBIT “A”**

*(Attach Agreement between the Town and LEE)*

## **CONTRACT FOR CONSTRUCTION**

THIS IS A CONTRACT FOR CONSTRUCTION (this "Contract") by and between THE TOWN OF GOLDEN BEACH, FLORIDA, a municipal corporation of the State of Florida, (hereinafter referred to as "Town", and LEE Construction Group, Inc. a Florida corporation, (hereinafter referred to as "Contractor".)

**WITNESSETH**, that Contractor and Town, for the considerations hereinafter named, agree as follows:

### **ARTICLE 1**

#### **SCOPE OF WORK**

- 1.1 Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the Work described in the Contract Documents including Plans, Specifications and Addenda thereto for the following Project:

**CAPITAL IMPROVEMENTS PROGRAM:  
BOAT DOCK AND LIFT,  
TOWN OF GOLDEN BEACH, FLORIDA**

as described in the Plans prepared by OCEAN CONSULTING, LLC (the "Town's Consultant").

### **ARTICLE 2**

#### **CONTRACT TIME**

- 2.1 Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed issued by the Town Manager. The Notice to Proceed will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract.
- 2.2 Time is of the essence throughout this Contract. The Contractor shall prosecute the work with faithfulness and diligence and the Base Bid Work shall be substantially completed within 120 (one hundred twenty) calendar days from the date specified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with Article 3 within Sixty (60) calendar days from the date certified by Town's Project Engineer as the date of Substantial Completion.
- 2.3 Upon failure of Contractor to substantially complete the Contract within the specified period of time, Contractor shall pay to Town the sum of Two Thousand Dollars (\$2,000.00) for each calendar day after the time specified in Section 2.2 above for Substantial Completion. After Substantial Completion, should Contractor

fail to complete the remaining Work within the time specified in Section 2.2 above for completion and readiness for final payment, Contractor shall pay to Town the sum of Five Thousand Dollars (\$5,000.00) for each calendar day after the time specified in Section 2.2 for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full beneficial occupancy and use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by Town as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the Contract on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for substantial and/or final completion is given.

- 2.4 Town is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract.

### **ARTICLE 3**

#### **CONTRACT PRICE**

- 3.1 Town shall pay to Contractor for the performance of the Contract, the total lump sum of one hundred fifty thousand three hundred dollars (\$150,300.00) subject to the conditions, limitations and restrictions of Sections 3.4 herein. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Plans and Specifications.
- 3.2 The sum set forth in Paragraph 3.1 shall constitute the Contract Price which shall not be modified except by any Change Order issued by Town or as otherwise specified herein.
- 3.3 The Contract Price may be adjusted by Town pursuant to Article 12 of the General Conditions.
- 3.4 Town and Contractor agree that this Contract shall be subject to the condition precedent that Town funds are available and budgeted for the accomplishment of the Work for this Project, and that the Town secures and obtains any necessary loans for the accomplishment of this Project pursuant to a borrowing enabling ordinance and any loan implementing resolution adopted by the Town Council, and as described in the Town Council Resolution which awards and authorizes the execution of this Contract.

## ARTICLE 4

### CONTRACT DOCUMENTS

- 4.1 The Contract Documents which comprise the entire agreement between the Town and the Contractor concerning the Work consist of this Contract for Construction, the Project Manual, the Drawings, Plans and Specifications, the Invitation for Bids, the Addenda, the Bid, Instructions to Bidders, the General and Supplementary Conditions, the Special Conditions, FHWA-1273, the Performance Bond and Payment Bond, Insurance Certificates, the Notice of Award, the Notice to Proceed, any Change Orders and any other Contract Documents, not specifically listed herein which shall be considered incorporated into and made a part of this Contract by this reference and shall govern this Project. Contractor is reminded and hereby recognizes that all Work under this contract must comply with applicable federal regulations. Any mandatory clauses which are required by such federal regulations shall be deemed to be incorporated herein immediately upon Town's written request.
- 4.2 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.3 The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other Projects without the Town's prior written authorization.

## ARTICLE 5

### WAIVER OF JURY TRIAL

Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract for Construction, arising out of, under, or in connection with the Construction of the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party.

## **ARTICLE 6**

### **ASSIGNMENT**

Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town Manager.

## **ARTICLE 7**

### **MISCELLANEOUS**

#### **7. Insurance Requirements:**

7.1 Contractor shall provide and maintain in force until all the Work to be performed under this Contract has been completed and accepted by Town (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth in the Contract Documents.

#### **7.2 Town's Right To Terminate Contract**

7.2.1 If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Town may, upon seven (7) days written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site and take the prosecution of the Work out of the hands of Contractor, and use any or all materials on the Project site which have been paid for by the Town, as may be suitable and acceptable and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Town the amount of said excess.

7.3 **Contractor to Check Plans, Specifications and Data**

Contractor shall verify all dimensions, quantities and details shown on the plans, specifications or other data received from Town's Project Engineer or Consultant, and shall notify Town's Clerk or appointed designee in writing of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery and Town's Clerk will promptly review the same. Any Work done after such discovery, but prior to written authorization of the Town's Clerk, will be done at the Contractor's sole risk.

7.4 **Contractor's Responsibility for Damages and Accidents:**

7.4.1 Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Town, and shall promptly repair any damage done from any cause.

7.4.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town.

7.5 **Defective Work/Guarantee:**

7.5.1 Town shall have the authority to reject or disapprove Work which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.5.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Town's Clerk, Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

7.5.3 The Contractor shall unconditionally guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of substantial completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from

Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects.

7.5.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

7.6 **Legal Restrictions and Traffic Provisions:**

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, except as provided for in the Contract Documents, without the written consent of the proper authorities.

7.7 **Examination and retention of Contractor's Records**

7.7.1 The Town or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

7.7.2 The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as subparagraph 7.7.1 above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

7.7.3 The right to access and examination of records in subparagraph 7.7.1 shall continue until disposition of any mediation, claims, litigation or appeals.

7.8 **No Damages for Delay:**

No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above, and in accordance with the requirements of Article 12 of the General Conditions, the Contractor shall be granted an extension of time and suspension of liquidated damages for any delay

beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be caused by the Town, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven days written notice to the Town.

7.9 **Public Entity Crimes Affidavit**

Contractor shall comply with Section 287.133, Florida Statutes, (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

7.10 **Indemnification**

Contractor shall indemnify and hold harmless Town, Town's officers and employees and Town's Consultant and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of the Work and this Contract.

7.11 **Capitalized Terms**

Capitalized terms shall have their plain meaning as indicated herein.

7.12 **Independent Contractor:**

The Contractor is an independent contractor under the Contract. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

7.13 **Payment to Sub-contractors**

**Certification of Payment to Subcontractors:** The term "subcontractor", as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Town made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Town will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Town. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their



Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Contractor shall provide this certification in the form designated by the Town.

The Town will not make any progress payments after the initial partial payment until the Contractor completes the Equal Opportunity monthly report, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Town and the affected subcontractors and suppliers.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Town will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes suppliers within said 30-day period.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: TOWN OF GOLDEN BEACH, FLORIDA, signing by and through its Town Mayor authorized to execute same by Council action on the \_\_\_\_ day of April 2012, and LEE Construction Group, Inc. signing by and through Luis E. Enriques, duly authorized to execute same.

ATTEST:

TOWN OF GOLDEN BEACH, FLORIDA

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Town Mayor

This \_\_\_\_ day of April, 2012.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
TOWN ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION FORMAT, AS APPLICABLE.

CONTRACTOR:

ATTEST:

LEE Construction Group, Inc.

\_\_\_\_\_  
(Secretary)

By: \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

Luis E. Enriquez  
(Type Name/Title signed above)

This \_\_\_\_\_ day of April, 2012.

## Alexander Diaz

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**From:** Ptgbhtl@aol.com  
**Sent:** Wednesday, April 18, 2012 5:33 PM  
**To:** Alexander Diaz  
**Cc:** leenriquez@leecgi.com  
**Subject:** TGB Boat Dock and Lift

Alex,

Following is the revised bid tabulation based on the efforts LEE Construction and TGB has accomplished over the past two weeks. There are no other avenues to travel without somehow eliminating elements of the project.

LEE is ready to proceed once council approves and you direct us to do so.

Good luck with your procedure tomorrow, the good news, you won't remember a thing, enjoy lala land.  
Regards

PT  
Paul,

As per your previous email below please see additional items that were pending:

Electrical (EL-1) is reduced from \$17,545.14 down to \$12,500  
Boatlift (BL-1) is reduced from \$30,366.58 down to \$22,800

The total savings for approval of the hurricane boat lift and the electrical work as per the revised boat lift is about \$12,500. The complete breakdown should be as listed below:

	<u>Revised</u>	<u>Original Bid</u>
P-1	\$30,418.64	\$30,418.64
D-1	\$5,024.00	\$10,167.32
S-1	\$6,208.28	\$6,208.28
LF-1	\$12,000.00	\$20,244.40
G-1	\$1,500.00	\$1,500.00
L-1	\$967.24	\$967.24
BL-1	\$22,800.00	\$30,366.58
DP-1	\$2,000.00	\$3,778.95
EL-1	\$12,500.00	\$17,545.14
PL-1	\$2,024.44	\$2,024.44
G-1	\$4,723.69	\$4,723.69
G-2	\$1,349.63	\$1,349.63
G-3	\$3,711.47	\$3,711.47
G-4	\$944.74	\$944.74
G-5	\$1,349.48	\$1,349.48
G-6	\$5,000.00	\$15,000.00
	\$112,521.61	\$150,300.00

The revised total should be \$112,521.61 including \$5,000 of contingency. If there is something that you find may be incorrect please let me know. Let me know if this works for you. Thanks for your patience in this matter and your willingness to work together on this.

**SECTION 00300**

**PROPOSAL/BID  
CAPITAL IMPROVEMENTS PROGRAM:  
BOAT DOCK AND LIFT  
TOWN OF GOLDEN BEACH, FLORIDA**

Town Clerk's Office  
Town of Golden Beach  
1 Golden Beach Drive  
Golden Beach, Florida 33160

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal/Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Proposal/Bid of the Contract to which the work pertains; that this Proposal/Bid is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal/Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he has made sufficient observations of the conditions of the proposed Project Site to satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefore, that he has examined the Drawings and Specifications for the work and from his own experience or from professional advice that the Drawings, including bid item quantities, and Specifications are sufficient for the work to be done and he has examined the other Contractual Documents relating thereto, including the Instructions to Bidders, Proposal/Bid, Contract, General Conditions, Supplementary Conditions, Special Conditions, Technical Specifications, Drawings and has read all addenda prior to the receipt of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this Proposal/Bid pertains.

The Bidder proposes and agrees, if this Proposal/Bid is accepted, to contract with the Town of Golden Beach (Owner), in the form of Contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal/Bid and the Contract, and called for by the Drawings and Specifications and in the manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the work not being completed within the time limit stated in the Contract Form.

Payment Bonds each in the amount of one-hundred percent of the Contract Price, within ten (10) consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his part to execute the said Contract and Performance and Payment Bonds within the ten (10) consecutive calendar days after the award

of the Contract, the cashier's check or Bid Bond accompanying his bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the check accompanying the Proposal/Bid shall be returned to the undersigned after the Contract is signed and the Performance and Payment Bonds are filed.

It is proposed that the Project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Bid, all in accordance with the requirements and provisions of the Contract Documents. The Town at its sole discretion shall award this Contract based on the Total Bid amount, and in accordance with Section 7 (Award of Contract) in the Instructions to Bidders.

Bidders Certificate of Competency No. CGC 1513409

Bidders Occupational License No. 636081-2

Acknowledgment is hereby made of the following Addenda received since issuance of the Project Manual:

Addendum No. 1 Dated: 3/20/12      Addendum No.        Dated:       

Addendum No.        Dated:             Addendum No.        Dated:       

Addendum No.        Dated:             Addendum No.        Dated:       

Attached hereto is a cashier's check on the \_\_\_\_\_

\_\_\_\_\_ Bank of \_\_\_\_\_

\_\_\_\_\_ or Bid Bond for the sum of Five Percent of Amount Bid

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), made payable to the Town of Golden Beach, Florida.

LEE Construction Group, Inc. \_\_\_\_\_ L.S.

(Name of Bidder)                                      (Affix Seal)

 \_\_\_\_\_ L.S.

Signature of Officer

President \_\_\_\_\_ L.S.

(Title of Officer)

Address: 9485 NW 12 Street

City: Doral State: Florida

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Luis E. Enriquez 9850 SW 69 Court Miami, FL 33156

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Name of the executive who will give personal attention to the work:

Luis E. Enriquez

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**LIST OF MAJOR SUB-CONTRACTORS**

Bidders are required to list with the Proposal/Bid, on this sheet all major sub-contractors included for the prosecution of the Work. Failure to complete the list may be cause for declaring the Proposal/Bid irregular.

The successful bidder shall employ the sub-contractors listed hereunder for the class of work indicated, which list shall not be modified in any way without the written consent of the Town of Golden Beach.

The Bidder expressly agrees that:

1. If awarded a contract as a result of this Proposal/Bid, the major sub-contractors used in the prosecution of the Work will be those listed below.
2. The Bidder represents that the sub-contractors listed below are financially responsible and are qualified to do the Work required.

CATEGORY OR CLASS OF WORK	NAME OF SUB-CONTRACTOR	ADDRESS
*****	*****	*****
Marine Construction	Miami Beach Seawalls	17027 W. Dixie Highway Suite 127 Miami, FL 33160
Electrical	GR Electric Corp.	4480 East 10th Court Hialeah, FL 33013

**CAPITAL IMPROVEMENTS PROGRAM  
BOAT DOCK AND LIFT  
TOWN OF GOLDEN BEACH, FLORIDA**

**BID FORM - Revised**

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid price any work item and materials for which a separate pay item has not been included in the Bid Form. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b><u>BOAT DOCK AND LIFT BID ITEMS</u></b>					
P-1	Prestressed 12" X 12" Concrete pilings driven to 25 ton bearing capacity complete with fibre glass pile caps.	14	EA	\$ -	\$ -
				<u>2,172.76</u>	<u>30,418.64</u>
D-1	Otron or Flowthru Fibreglass Panels	314	SF	\$ 32.38	\$ 10,167.32
S-1	Complete Structural Framing System	1	LS	\$ 6,208.28	\$ 6,208.28
LF-1	Light fixture Lumec Model At10-100HPS-SCB3M-120-CPTC-HS-BKTX complete with 20', 4" diameter aluminum pole with stainless steel mounting straps	5	EA	\$ -	\$ -
				<u>4,048.88</u>	<u>20,244.40</u>
G-1	Complete aluminum gate and fence assembly powder coated	1	AL	\$ 1,500.00	\$ 1,500.00
L-1	Aluminum ladder assembly powder coated 8' long with all mounting hardware	2	EA	\$ -	\$ -
				<u>483.62</u>	<u>967.24</u>
BL - 1	24,000# aluminum and stainless steel boat lift complete with 240v / 30a highspeed direct drive motors, aluminum bunk rails, 2 - 18" wide aluminum catwalks.	1	LS	\$ -	\$ -
				<u>30,366.58</u>	<u>30,366.58</u>
DP - 1	Dock pedestal	1	EA	\$ 3,778.95	\$ 3,778.95
EL - 1	Electrical conduit, wiring, material and installation including connections to points of supply	1	LS	\$ -	\$ -
				<u>17,545.14</u>	<u>17,545.14</u>
PL - 1	Plumbing piping, accessories, material and installation points of supply	1	LS	\$ -	\$ -
				<u>2,024.44</u>	<u>2,024.44</u>
	<b>Sub-Total Boat Dock and Lift</b>			<u>123,220.99</u>	<u>123,220.99</u>
<b><u>GENERAL ITEMS</u></b>					
G-1	Mobilization	1	LS	\$ 4,723.69	\$ 4,723.69
G-2	Site safety, temporary lighting, signs, barricades and flaggers, and off duty police officers) as maybe required by Town of Golden Beach	1	LS	\$ 1,349.63	\$ 1,349.63
G-3	Performance and Payment Bond	1	LS	\$ 3,711.47	\$ 3,711.47



G-4	Safety Act	1	LS	<u>\$ 944.74</u>	<u>\$ 944.74</u>
G-5	Record As-Built Drawings	1	LS	<u>\$ 1,349.48</u>	<u>\$ 1,349.48</u>
G-6	Contingency	1	LS	<u>\$ 15,000.00</u>	<u>\$ 15,000.00</u>
<b>Sub-Total General Items</b>				<u>\$ 27,079.01</u>	<u>\$ 27,079.01</u>

**GRAND TOTAL IN FIGURES (LUMP SUM)**

\$ 150,300.00

**GRAND TOTAL (WRITTEN) :**

One Hundred Fifty Thousand Three Hundred and 0/100

Acknowledge receipt of Addendum No. 1 \_\_\_\_\_

Bidder: LEE Construction Group, Inc.

By: \_\_\_\_\_

Title: President

Telephone: 786-487-0876

Fax: 305-599-7154

NON-COLLUSION AFFIDAVIT

STATE OF Florida  
COUNTY OF Miami-Dade

Luis E. Enriquez ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is President of LEE Construction Group, Inc., (the "Bidder") and has submitted the attached Bid;
2. Affiant has personal knowledge of the matters set forth herein and is competent to testify;
3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;
4. The Bid is genuine and is not a collusive or sham Bid;
5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Town of Golden Beach or any person interested in the proposed Contract.

By: \_\_\_\_\_

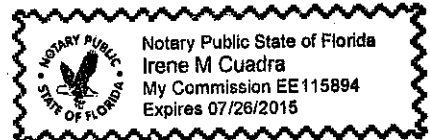
Title: President

(Corporate Seal)

Subscribed and sworn before me this 27 day of March, 2012, by Luis E. Enriquez, who is personally known to me or has produced \_\_\_\_\_ as identification.

Irene M. Cuadra  
Notary Public

Irene M. Cuadra  
Print Name  
My commission expires:



**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal/Bid.

Signature:   
Name: Luis E. Enriquez

Boat Dock and Lift  
Project Name  
2012-003  
Project Number

Firm/Agency: LEE Construction Group, Inc.

Street Address: 9485 NW 12 Street  
Doral, FL 33172

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal/Bid, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this Proposal/Bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal/Bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Proposal/Bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Proposal/Bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

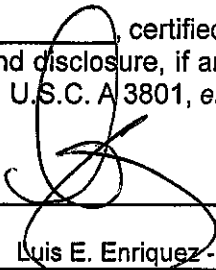
**CERTIFICATION REGARDING LOBBYING**  
Certification for Contracts, Grants, Loans, and Cooperative Agreements  
Appendix A – 49 CFR Part 20

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying", in accordance with the instructions {as amended by "Government Wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)}
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. {{Note: Pursuant to 31 U.S.C. § 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure}.

The Contractor, LEE Construction Group, Inc., certified or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official 

Name and Title of Contractor's Authorized Official Luis E. Enriquez - President

Date March 27, 2012

**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 OFFICAL  
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the **TOWN OF GOLDEN BEACH,  
FLORIDA**

By: Luis E. Enriquez  
*(print individual's name and title)*

For: LEE Construction Group, Inc.  
*(print name of entity submitting sworn statement)*

whose business address is: 9485 NW 12 Street Doral, FL 33172

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
14-1984840

*(If the entity has no FEIN, include the Social Security Number of the individual  
signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_).*

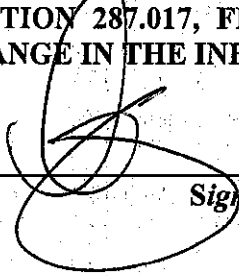
2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
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 non 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 with 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, directors, executives, and 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 relations to the entity submitting this sworn statement. (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, or an 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, or an 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 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 THE 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

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

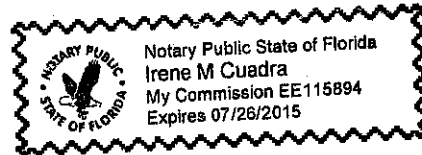
The foregoing instrument was sworn to and subscribed before me this 27 day of March, 2012 by Luis E. Enriquez who is personally known to me or produced \_\_\_\_\_ as identification.

  
NOTARY PUBLIC, State of Florida

Print Name: Irene M. Cuadra

Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



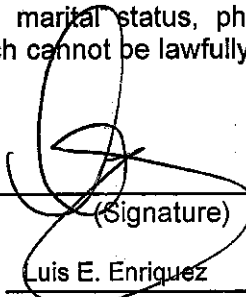
SEAL



**NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any contract it enters into with the Town of Golden Beach. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

DATED: March 27, 2012

BY:   
(Signature)


NAME: Luis E. Enriquez  
(Print)

TITLE: President

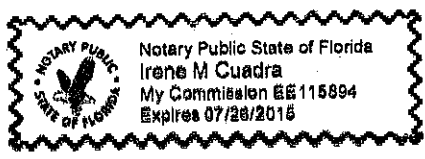
STATE OF FLORIDA            )  
  ) SS  
COUNTY OF MIAMI-DADE )

**SWORN TO AND SUBSCRIBED** before me this 27 day of March,  
2012, by Luis E. Enriquez, who is personally known to me or has  
produced \_\_\_\_\_ as identification.

(SEAL)

  
Notary Public  
State of Florida at Large

My Commission Expires:  
My Commission Number:



## **DRUG-FREE WORKPLACE AFFIDAVIT**

### **SECTION 287.087, FLORIDA STATUTES**

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

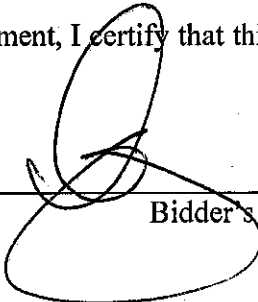
2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

**DRUG-FREE WORKPLACE AFFIDAVIT (continued)**

- 3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

**FLORIDA STATE STATUTE 287.087**

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Bidder's Signature

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was sworn to and subscribed before me this 27 day of March, 2012 by Luis E. Enriquez who is personally known to me or produced \_\_\_\_\_ as identification.

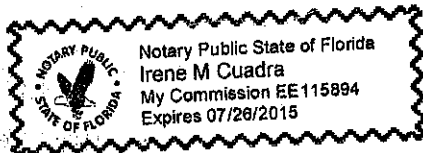
  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

Print Name: Irene M. Cuadra

Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

SEAL



SECTION 00410

BID BOND

STATE OF FLORIDA)

SS

COUNTY OF )

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

LEE CONSTRUCTION GROUP, INC.

as Principal, and

WESTERN SURETY COMPANY

as Surety,

a Corporation chartered and existing under the laws of the State of SOUTH DAKOTA

with its principal offices in the City of SIOUX FALLS, SD

and authorized to do business in the State of Florida are held and firmly bound unto the Owner, TOWN OF GOLDEN BEACH

in the penal sum of FIVE PERCENT OF AMOUNT BID

Dollars (\$ 5% ) lawful money of

the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated MARCH 27, 2012, for:

CAPITAL IMPROVEMENTS PROGRAM:
BOAT DOCK AND LIFT,
TOWN OF GOLDEN BEACH, FLORIDA

NOW, THEREFORE:

- A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument under their several seals, this 27TH day of MARCH, A.D., 20 12, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES: (If Sole Ownership or Partnership, two (2) witnesses required).  
(If Corporation, Secretary Only will attest and affix seal).

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL:

LEE CONSTRUCTION GROUP, INC.

Name of Firm

Signature of Authorized (Affix Seal)

President  
Title

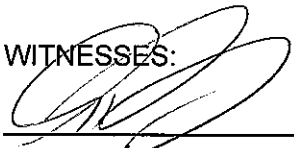
9485 NW 12 STREET

Business Address

DORAL, FL 33172

City, State & Zip Code

WITNESSES:

  
\_\_\_\_\_  
Alfonso Iglesias  
\_\_\_\_\_

SURETY:

WESTERN SURETY COMPANY

Corporate Surety

Charles D. Nielson

Attorney-in-Fact (Affix Seal)  
CHARLES D. NIELSON

P.O. BOX 5077

Business Address

SIoux FALLS, FL 57117

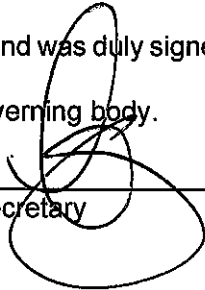
City, State & Zip Code

NIELSON, HOOVER & ASSOCIATES

Name of Local Insurance Agency

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, Luis E. Enriquez, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Luis E. Enriquez who signed said bond on behalf of the principal, was then President of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.


  
\_\_\_\_\_  
Secretary (Corporate Seal)

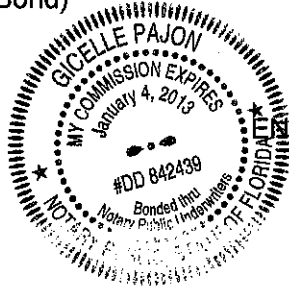
STATE OF FLORIDA)  
  SS  
COUNTY OF MIAMI-DADE

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared CHARLES D. NIELSON, to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the WESTERN SURETY COMPANY and that he has been authorized by WESTERN SURETY COMPANY to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the TOWN OF GOLDEN BEACH.

Sworn and Subscribed to before me this 27TH day of MARCH, 2012, A.D.

(Attach Power of Attorney to original Bid Bond)

  
\_\_\_\_\_  
Notary Public State of Florida at Large  
My Commission Expires:  
GISELLE PAJON



END OF SECTION

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Laura D Mosholder, John R Neu, Charles J Nielson, Brett M Rosenhaus, Kevin Wojtowicz, Mary C Aceves, Glenn Arvanitis, Charles D Nielson, David R Hoover, Katherine S Grimsley, Edward M Clark, Individually**

of Miami Lakes, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 17th day of November, 2011.



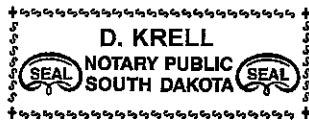
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 17th day of November, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of March, 2012.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

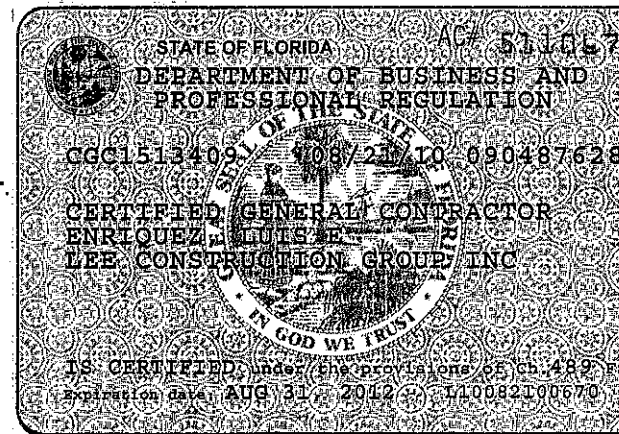
(850) 487-1395

ENRIQUEZ, LUIS E  
LEE CONSTRUCTION GROUP INC  
9485 NW 12 STREET  
DORAL FL 33172

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

AC# 5110678


STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# 110082100670

DATE	BATCH NUMBER	LICENSE NBR
08/21/2010	090487628	CGC1513409

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489, F.S.  
Expiration date: AUG 31 2012

ENRIQUEZ, LUIS E  
LEE CONSTRUCTION GROUP INC  
9485 NW 12 STREET  
DORAL FL 33172



CHARLIE CRIST  
GOVERNOR

CHARLIE LIFEM  
SECRETARY

DISPLAY AS REQUIRED BY LAW



MIAMI-DADE COUNTY TAX COLLECTOR  
2011 LOCAL BUSINESS TAX RECEIPT  
MIAMI-DADE COUNTY STATE OF FLORIDA  
EXPIRES SEPT 30 2012  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 6A ART 9 & 10

FIRST-CLASS  
U.S. POSTAGE  
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609814-9 THIS IS NOT A BILL - DO NOT PAY RENEWAL  
BUSINESS NAME / LOCATION REE CONSTRUCTION GROUP INC STATE# CGC1513409  
9485 NW 12 ST  
33172 DORAL

OWNER LEE CONSTRUCTION GROUP INC WORKER/S 1  
Sec. Type of Business 196 GENERAL BUILDING CONTRACTOR

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING REGULATORY OR ZONING LAWS OF THE COUNTY OR CITIES. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER PERMIT OR LICENSE REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATIONS.

DO NOT FORWARD

LEE CONSTRUCTION GROUP INC  
LUIS ENRIQUEZ PRES  
9485 NW 12 ST  
MIAMI FL 33172

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX COLLECTOR:  
07/12/2011  
60110000495  
000045.00



SEE OTHER SIDE

MIAMI-DADE COUNTY TAX COLLECTOR  
2011 LOCAL BUSINESS TAX RECEIPT  
MIAMI-DADE COUNTY STATE OF FLORIDA  
EXPIRES SEPT 30 2012  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 6A ART 9 & 10

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PERMIT NO. 231

684547-4 THIS IS NOT A BILL - DO NOT PAY NEW  
BUSINESS NAME / LOCATION LEE CONSTRUCTION GROUP INC CC # 698500470  
9485 NW 12 ST  
33172 DORAL

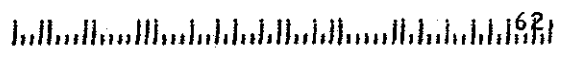
OWNER LEE CONSTRUCTION GROUP INC WORKER/S 1  
Sec. Type of Business 196 SPECIALTY BUILDING CONTRACTOR

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING REGULATORY OR ZONING LAWS OF THE COUNTY OR CITIES. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER PERMIT OR LICENSE REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATIONS.

DO NOT FORWARD

LEE CONSTRUCTION GROUP INC  
LUIS ENRIQUEZ PRES  
9485 NW 12 ST  
DORAL FL 33172

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX COLLECTOR:  
07/28/2011  
60020000443  
000090.00



SEE OTHER SIDE



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** April 24, 2012

Item Number:

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

6

**From:** Alexander Diaz,  
Town Manager

**Subject:** Resolution No. 2241.12 – Issuing a New Administrative Order  
Expanding the Definition of Dependent Coverage to Include  
Domestic Partnership

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2241.12 as presented.

### **Background:**

From time to time the Mayor and Manager issue Administrative Orders that govern the Town and its employees as required by the Towns Code.

In Consultation with the Mayor and members of the Town Council I will be issuing a new administrative order that expands the definition of dependent coverage to include Domestic Partnership. The Order sets-forth definition/eligibility, declaration requirements and termination provisions; all of which are consistent with other municipalities in south Florida.

Expanding the eligibility will allow for **ALL** of our employees to enjoy the benefits offered by the Town.

### **Financial Impact:**

Undeterminable

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2241.12**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA AUTHORIZING THE MAYOR AND TOWN MANAGER TO UPDATE TOWN POLICIES REGARDING EMPLOYEE BENEFITS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Golden Beach (the “Town”) maintains policies and procedures with respect to the availability of employee benefits; and

**WHEREAS**, from time to time those policies may be adopted and implemented without formally memorializing such policies in writing, including policies regarding the availability of family and domestic partner benefits; and

**WHEREAS**, the Town Council wishes to have all policies relating to employee benefits be set out in a written Administrative Order(s) available to all employees.

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

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

**Section 2. Adoption in Writing.** The Mayor and Town Manager are hereby directed to take all action necessary to have the Town’s policies and procedures relating to benefits in written and/or electronic format and to specifically adopt in writing clear policies on family benefits, including domestic partner benefits.

**Section 3. Effective Date.** This Resolution shall take effect 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 Amy Isackson-Rojas	_____
Councilmember Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,  
Florida, this 24<sup>th</sup> day of April, 2012.

ATTEST:

\_\_\_\_\_  
MAYOR GLENN SINGER

\_\_\_\_\_  
LISSETTE PEREZ  
INTERIM TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY

# TOWN OF GOLDEN BEACH



## DOMESTIC PARTNERSHIP

An employee may enroll a registered domestic partner and/or a registered domestic partner's legal dependents for benefits that are available to the spouses and dependent children of other employees. In no event may an employee make an election for coverage for more than two domestic partners in a Plan Year. Employees who have registered domestic partners and/or registered domestic partner's legal dependents are entitled to leave under the same terms and conditions as employees with spouses and legal dependents.

### **Eligibility Date for Coverage**

For new employees, the enrollment of a domestic partner and/or eligible dependents of a registered domestic partner in a health plan will be effective the first of the month following completion of the thirty-day eligibility and registration must be completed during the 30 day eligibility period in the same manner that applies to similar types of qualifying events applicable to all other eligible members. Otherwise, domestic partners may only be enrolled during an open enrollment period

An employee may enroll a registered domestic partner and/or a registered domestic partner's legal dependents for benefits that are available to the spouses and dependent children of other employees. In no event may an employee make an election for coverage for more than two domestic partners in a Plan Year. Employees who have registered domestic partners and/or registered domestic partner's legal dependents are entitled to leave under the same terms and conditions as employees with spouses and legal dependents.

### **Eligibility Date for Coverage**

For new employees, the enrollment of a domestic partner and/or eligible dependents of a registered domestic partner in a health plan will be effective the first of the month following completion of the thirty-day eligibility and registration must be completed during the 30 day eligibility period in the same manner that applies to similar types of qualifying events applicable to all other eligible members. Otherwise, domestic partners may only be enrolled during an open

enrollment period

### **Domestic Partnership Registration**

To enroll a domestic partner in Town benefits, the employee and the domestic partnership must register their domestic partnership with the Town Clerk and enrollment in health benefits must

be completed within 31 days of the registration. The employee may also be required to present the registration in connection with paid leave programs.

Dependents of a registered domestic partner are also eligible to be covered under the employee's health insurance coverage as long as they meet plan eligibility criteria for a child dependent. Documentation of the dependent relationship to the domestic partner may be required. In addition;

- If enrolling an eligible dependent of your domestic partner, if the last name of the dependent does not match the name of the partner on the domestic partner registration, a copy of the child's birth certificate showing that the partner is the parent of the child must be provided.
- If enrolling an individual who is otherwise eligible and for whom the domestic partner is the legal guardian, a copy of a court document is required.
- If enrolling an individual who is otherwise eligible and whom the partner claims on his/her income tax return, a copy of the partner's most recent income tax return is required.

Claims not covered or not completely covered by the insurance that are incurred by a domestic partner and/or the partner's covered dependents while covered under the employee's health insurance are the responsibility of the employee.

### **Termination of the Partnership**

An employee who ends a relationship with a registered domestic partner must notify the Town of the termination of the relationship by filing a Certificate of Termination of Domestic Partnership with the Town Clerk (Termination Certificate). Domestic partners and their dependents must be dropped from all insurance benefits upon termination of the domestic partnership as documented on the Termination Certificate. The termination of benefits to a domestic partnership or his or her dependents becomes effective 30 days following the date Termination Certificate is filed with the Town Clerk.

The Town will permit continuation of Town health insurance for covered domestic partners and their covered dependents for a maximum of 18 months under the same kinds of qualifying events as provided for under COBRA under the same terms and conditions as are applicable to spouses and their dependent children. Under this program, dissolution or termination of the partnership would constitute a qualifying event similar to divorce.

Continuation of benefits to previous registered domestic partners is applicable to active employees. Continuation of health benefits is offered only to the members affected by the first qualifying event and any additional qualifying events will not be recognized.

### **Premiums for health insurance**

Under current tax law, unless a domestic partner and dependents of a domestic partner qualify as dependents of the employee, premiums for coverage for a registered domestic partner or dependents of a registered domestic partner cannot be pre-taxed.

### **Leave**

Employees are able to use all leave benefits provided by the Town for his or her registered domestic partner or partner's children in the same manner as employees are able to use leave in connection with a spouse or with the employee's or a spouse's children.

# VILLAGE OF KEY BISCAYNE



## DECLARATION OF DOMESTIC PARTNERSHIP

We swear or affirm, under penalty of perjury that:

1. We are both 18 or older and competent to contract;
2. Neither of us is married nor a partner to another domestic partnership relationship.
3. Neither of us is related to the other by blood;
4. We consent to this domestic partnership and said consent has not been obtained by force, duress, or fraud;
5. We agree to be jointly responsible for each other's basic food and shelter during our domestic partnership;
6. Neither of us has had a different domestic partner within the last twelve (12) months.
7. Our mailing addresses are:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

9. Last Step:

(1) Sign this form in the presence of a Notary Public and have the Notary fill in the notarization at the bottom of this page; and

(2) File this form with the Village Clerk



We declare under penalty of perjury under the laws of the State of Florida that the statements above are true and correct.

Signed on \_\_\_\_\_ in \_\_\_\_\_  
date signed Place signed

Signature \_\_\_\_\_  
Print Name

Signed on \_\_\_\_\_ in \_\_\_\_\_  
date signed Place signed

Signature \_\_\_\_\_  
Print Name

**ACKNOWLEDGMENT**

State of Florida                    )  
  :ss  
County of Miami-Dade            )

On this \_\_\_\_\_ day of \_\_\_\_\_, the year of \_\_\_\_\_, before me,  
the undersigned authority, personally appeared

\_\_\_\_\_ and \_\_\_\_\_ personally know to me (or providing  
the following identification

\_\_\_\_\_)

and in my presence, executed the foregoing Declaration of Domestic Partnership.

\_\_\_\_\_  
Notary Public

TOWN OF GOLDEN BEACH



DECLARATION OF TERMINATION OF  
DOMESTIC PARTNERSHIP

I swear or affirm under penalty of perjury that:

1. The Domestic Partnership between \_\_\_\_\_,  
(Former Domestic Partner)  
and the undersigned is hereby terminated, and
  
2. On \_\_\_\_\_, I mailed my former Partner a copy of this notice at his/her last  
known address, which is \_\_\_\_\_  
(Address to which copy of notice was mailed)

I swear or affirm under penalty of perjury under the laws of the State of Florida that the  
statements above are true and correct.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_

at \_\_\_\_\_, \_\_\_\_\_  
(City) (State, Zip)

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida            )  
                                      :SS  
County of Miami-Dade )

On this \_\_\_\_\_day of \_\_\_\_\_, the year of \_\_\_\_\_, before me, the undersigned authority, personally appeared \_\_\_\_\_ personally known to me (or providing the following identification\_\_\_\_\_ ) and, in my presence, executed the foregoing Termination of Declaration of Domestic Partnership.

\_\_\_\_\_  
Notary Public



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** April 24, 2012

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manger

**Subject:** Resolution No. 2242.12 – Loan for Navona Avenue and Strand  
Avenue Bridge Projects

Item Number:

7

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2242.12 as presented.

### **Background:**

As the Town Council is aware the State of Florida has agreed to reimburse the Town \$5,939,750.00 of costs associated with the construction of both the Center Island and Navona Avenue Bridge(s). Costs are Construction, Engineering and Inspection Services.

This loan will “bridge” our finical needs as we await reimbursement from the state. It is a line-of credit that we can draw upon as needed and the rate is set at prime minus 1.25 but no less than 2%. There are not early termination or payment fees.

### **Fiscal Impact:**

\$2,000,000.00 Loan for construction of the Center Island and Navona Avenue Bridge(s)

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2242.12

**A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA AUTHORIZING THE ISSUANCE BY THE ISSUER OF NOT EXCEEDING \$2,000,000 GRANT ANTICIPATION NOTE, SERIES 2012B FOR THE PURPOSE OF RECONSTRUCTION OF TWO TOWN BRIDGES (NAVONA AVENUE BRIDGE AND CENTER ISLAND BRIDGE); PLEDGING TO SECURE PAYMENT OF THE PRINCIPAL AND INTEREST ON SUCH NOTE WITH PLEDGED REVENUES; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH NOTE; FINDING THE NECESSITY FOR A NEGOTIATED SALE OF THE NOTE AND APPROVING THE SALE OF SAID NOTE TO NORTHERN TRUST COMPANY, AN ILLINOIS BANKING CORPORATION; APPOINTING A REGISTRAR; PROVIDING FOR OTHER RELATED MATTERS; PROVIDING CERTAIN OTHER AGREEMENTS AND COVENANTS IN CONNECTION WITH THE ISSUANCE OF SUCH NOTE; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, as follows:

SECTION 1. AUTHORITY. This Resolution (hereinafter called the "Resolution") is adopted pursuant to the provisions of Chapter 166, Part II, Florida Statutes and other applicable provisions of law.

SECTION 2. DEFINITIONS. The following terms shall have the following meanings, unless the context clearly otherwise requires:

"Advance" shall mean a borrowing of money under the Note, pursuant to Section 6 hereof.

"Authorized Officers" shall mean the Town Mayor of the Issuer or his designee. The Town Clerk or any Deputy Town Clerk is hereby designated and authorized on behalf of the Issuer to attest to the seal of the Issuer and to the signature of the Town Mayor of the Issuer or his designee, if such attestation is required.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

“Commitment” means the commitment letter issued by Northern Trust Company, an Illinois banking corporation dated April 13, 2012.

“Default Rate” shall mean a rate of interest equal to the Prime Rate plus 2.00%, but in no event shall that rate exceed the maximum allowable by any applicable law. The Default Rate shall be calculated from and accrue as of the first date of any such default.

“Fiscal Year” shall mean the period commencing on October 1 of each year and ending on the succeeding September 30.

“Grant” shall mean the grant to the Issuer to pay a portion of the costs of the Project pursuant to the State of Florida Department of Transportation Local Agency Program Agreement between the Issuer and the State of Florida Department of Transportation dated December 1, 2011.

“Grant Receipts” shall mean amounts received by the Issuer from the State of Florida Department of Transportation pursuant to the Grant to assist with the costs of the Project.

“Issuer” shall mean the Town of Golden Beach, Florida.

“Non-Ad Valorem Revenues” shall mean all legally available non-ad valorem revenues of the Issuer derived from any source whatsoever other than ad valorem taxation on real and personal property.

“Note” shall mean the Issuer’s Grant Anticipation Note, Series 2012B authorized pursuant to this Resolution.

“Note Counsel” shall mean Bryant Miller Olive P.A., Miami, Florida.

“Note Holder” or “Holder” shall mean, initially, Northern Trust Company, an Illinois banking corporation, and subsequently, the person or persons in whose name the Note is registered with the Registrar.

“Original Purchaser” shall mean Northern Trust Company, an Illinois banking corporation, Miami, Florida.

“Other Debt” shall mean the Issuer’s outstanding \$14,445,000 General Obligation Bonds Series 2008 and any other loan or debt held by the Original Purchaser.

“Paying Agent” shall mean, initially, the Town Clerk of the Town of Golden Beach, Florida, or such other person as shall be appointed by the Issuer as paying agent for the Note.

“Pledged Revenues” shall mean the Grant Receipts.

“Prime Rate” shall mean a rate of interest equal to the announced prime commercial lending rate per annum of the Original Purchaser. The Prime Rate is a reference rate for the information and use of the Original Purchaser in establishing the actual rate under certain circumstances to be charged to the Issuer. The Prime Rate is purely discretionary and is not necessarily the lowest or best rate charged any customer by the Original Purchaser.

“Project” shall mean reconstruction of two town bridges (Navona Avenue Bridge and Center Island Bridge), including roadway approaches to bridge, utility reconstruction, sidewalk, lighting and landscape, and any other project approved by the Note Holder.

“Registrar” shall mean, initially, the Town Clerk of the Town of Golden Beach, Florida, or such other person as shall be appointed by the Issuer as registrar for the Note.

“Resolution” shall mean this instrument, as the same may from time to time be amended, modified or supplemented.

“Town Clerk” shall mean the person performing the duties of the Clerk for the Issuer or any Deputy Clerk.

“Town Manager” shall mean the person performing the duties of Manager of the Issuer.

“Town Mayor” shall mean the person performing the duties of the Mayor for the Issuer or his designee.

SECTION 3. FINDINGS. It is hereby ascertained, found, determined and declared by the Issuer that:

A. The Issuer is a municipal corporation organized under the laws of the State of Florida and is authorized under the Act to issue the Note and use the proceeds thereof for the purpose of the funding the Project as defined herein.

B. The Project constitutes a governmental public purpose and is for the health, welfare and safety of the citizens of the Issuer.

C. The Issuer deems it necessary, desirable and in the best interest of the Issuer that Pledged Revenues be pledged to the payment of the principal of and interest on the Note.

D. The Pledged Revenues will be sufficient to pay the principal of and interest on the Note herein authorized, as it becomes due. If such Pledged Revenues are not sufficient to

pay the Note when due the Issuer shall covenant to budget and appropriate sufficient Non-Ad Valorem Revenues to pay such principal and interest when due.

E. The principal of and interest on the Note and all other payments hereunder shall be payable from the Pledged Revenues, as provided herein. The Issuer shall never be required to levy ad valorem taxes on any property in the Town of Golden Beach to pay the principal of and interest on the Note or to make any of the other payments and such Note shall not constitute a lien upon any real or tangible personal property of or in the Town of Golden Beach.

F. It is hereby found and determined that the Note to be issued by the Issuer is in a relatively small aggregate principal amount and thus constitutes notes not readily marketable at public sale. A public sale of the Note is therefore found to be impractical in the prevailing bond market, and protection of the public interest necessitates the approval of a negotiated sale of the Note directly to the Note Holder. No underwriter or consultant has dealt with the Issuer and no official statement or prospectus of the Issuer was utilized concerning the issuance and sale of the Note.

SECTION 4. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Note by those who shall hold the same from time to time, the provisions of this Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Note. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Note Holder.

SECTION 5. AUTHORIZATION OF PROJECT. There is hereby authorized the Project. The findings contained in Section 3 herein are determined to be true and correct findings of the Issuer.

SECTION 6. AUTHORIZATION AND DESCRIPTION OF THE NOTE. The Note is entitled to the benefit, protection and security of this Resolution. It is hereby authorized to be issued in the aggregate principal amount of not exceeding \$2,000,000 for the principal purpose of financing the Project and paying certain costs of issuance incurred with respect to such Note. Such Note shall be designated as the "Town of Golden Beach, Florida Grant Anticipation Note, Series 2012B."

The Note shall be issued as one fully registered Note in the principal amount of \$2,000,000, shall be dated as of the date of issuance and shall mature three years from the date of issuance. The Note shall be payable to Northern Trust Company, an Illinois banking corporation, and shall bear interest at a variable rate equal to the Prime Rate minus 1.25% per annum, calculated on the basis of a 360-day year for the actual number of days elapsed. Notwithstanding the foregoing, such interest rate shall not be less than 2.00% at anytime. Interest shall be paid quarterly, commencing on July 1, 2012 and each October 1,



January 1 April 1 and July 1, thereafter until the Maturity Date. Principal shall be due and payable on the earlier of (i) date of the receipt of all Grant Receipts and (ii) three years from the date of issuance of the Note (the "Maturity Date"). The Note shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The interest on the Note shall be payable by the Paying Agent to the person appearing on the registration books of the Issuer hereinafter provided for as the registered Holder thereof, by check, mailed to such registered Holder at his address as it appears on such registration books. Payment of the principal of the Note shall be made as the same shall become due and payable. The principal and interest on the Note shall be payable only to the registered Holder or his legal representative at the office of the Registrar.

The Issuer may borrow from time to time up to \$2,000,000 aggregate principal amount represented by the Note by requesting Advances hereunder and under the Note, provided that no Advance will be made after the Maturity Date. Each request for Advance under the Note shall be made by the Issuer to the Original Purchaser by delivery to the Original Purchaser of a written requisition in accordance with the Form of Requisition attached hereto as Exhibit "E" (the "Requisition"), indicating the amount of the advance and the date on which such advance is to be made, stating that the representations and warranties of the Issuer contained herein are true and correct as of such date. The Town Manager is hereby authorized to execute the Requisitions in order to make Advances on the Note.

The form of the Note shall be as set forth in Exhibit "A" attached hereto with such omissions, insertions and variations as are necessary to comport with the terms hereof, and as may otherwise be required or desirable, to be approved by the Town Mayor, and the Town Clerk prior to the issuance thereof (which necessity and/or desirability and approval shall be evidenced conclusively by the Issuer's delivery of the Note to the Note Holder thereof).

**SECTION 7. EXECUTION OF THE NOTE.** The Note shall be executed in the name of the Issuer by the manual or facsimile signature of the Town Mayor of the Issuer and attested by the manual or facsimile signature of the Town Clerk and a facsimile of the official seal of the Issuer shall be imprinted on the Note. In case any one or more of the officers who shall have signed or sealed the Notes shall cease to be such officer of the Issuer before the Note so signed and sealed shall have been actually sold and delivered, the Note may nevertheless be sold and delivered, as herein provided, and may be issued as if the person who signed or sealed the Note had not ceased to hold such office.

**SECTION 8. NOTE MUTILATED, DESTROYED, STOLEN OR LOST.** In case any Note shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion cause the issuance and delivery of a new Note of like date and tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note or

in lieu of and substitution for the Note destroyed, stolen or lost, and upon the Holder's furnishing to the Issuer and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer or its agent may incur. The Note so surrendered shall be canceled by the Issuer. If the Note shall have matured or be about to mature, instead of issuing a substitute Note, the Issuer may provide for payment of the same at maturity, upon being indemnified as aforesaid, and if such Note be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Note issued pursuant to this Section shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Note shall be at any time found by anyone, and such duplicate Note shall be entitled to equal and proportionate benefits and rights as to lien on, and source and security for payment from the revenues pledged for the payment of the Note to the same extent as any Note issued hereunder.

**SECTION 9. NEGOTIABILITY AND REGISTRATION.** The Registrar shall keep books for the registration of and for the registration of transfers of Note as provided herein and in the Resolution. The transfer of the Note may be registered only upon such books and only upon surrender thereof to the Registrar together with an assignment duly executed by the Holder or his attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer the Issuer shall execute and the Registrar shall authenticate and deliver in exchange for such Note a new Note registered in the name of the transferee, and in an aggregate principal amount equal to the principal amount of such Note so surrendered.

In all cases in which the Note shall be exchanged, the Issuer shall execute and the Registrar shall authenticate and deliver, at the earliest practicable time, a new Note in accordance with the provisions of this Resolution. The Note surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. The Issuer or the Registrar may make a charge for every such exchange or registration of transfer of the Note sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to any Holder for the privilege of exchanging or registering the transfer of the Note under the provisions of this Resolution. Neither the Issuer nor the Registrar shall be required to make any such exchange or registration of transfer of the Note during the fifteen (15) days immediately preceding any interest payment date.

The Note shall be and shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Florida, and each successive owner, in accepting the Note, shall be conclusively deemed to have agreed that such Note shall be and have all the qualities and incidents of negotiable instruments under the laws of the State of Florida.

Notwithstanding the foregoing or any provision of this Resolution to the contrary, the Note shall not be transferred unless the new purchaser has executed an "investment letter" in substantially the same form and substance as the "investment letter" executed by the Original Purchaser of the Note.

SECTION 10. AUTHENTICATION OF NOTE. Only the Note as shall have endorsed thereon a certificate of authentication substantially in the form hereinbelow set forth, duly executed by the Registrar as authenticating agent, shall be entitled to any benefit or security under this Resolution. No Note shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly adopted by the Registrar, and such certificate of the Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Resolution. The Registrar's certificate of authentication on any Note shall be deemed to have been duly executed if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication of the Note that may be issued hereunder at any one time.

SECTION 11. EXCHANGE OF NOTE. Any Note, upon surrender thereof at the principal office of the Registrar, together with an assignment duly executed by the Holder or his attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the Holder, be exchanged for an aggregate principal amount of the Note equal to the principal amount of the Note so surrendered.

The Registrar shall make provision for the exchange of the Note at the principal office of the Registrar. Notwithstanding the foregoing, the Note shall always be one fully registered Note in the denomination set forth in Section 6 hereof.

SECTION 12. OWNERSHIP OF NOTE. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of the Note, and the interest on the Note, shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note and interest thereon to the extent of the sum or sums so paid.

SECTION 13. REDEMPTION PROVISIONS. The Note may be subject to redemption prior to its Maturity Date at the price of par plus interest accrued to the date of redemption without penalty.

Unless waived by the Holder thereof, notice of such redemption shall, at least ten (10) days prior to the redemption date, be filed with the Registrar; and mailed, first class mail, postage prepaid, to the Holder of the Note to be redeemed at its address as it appears on the registration books hereinbefore provided for. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, in the case of a Note to be redeemed in part only, the portion of the principal amount thereof to be redeemed.

Upon surrender of any Note for redemption in part only, the Registrar shall authenticate and deliver to the Holder of the Note thereof, the cost of which shall be paid by the Issuer, a new Note of an authorized denomination equal to the unredeemed portion of the Note surrendered.

SECTION 14. SECURITY FOR THE NOTE. Payment of the principal of and interest on the Note shall be secured by the Pledged Revenues to the payment of the principal of and interest on the Note in accordance with the provisions hereof. If the Pledged Revenues are not sufficient to pay the Note when due the Issuer shall covenant to budget and appropriate sufficient Non-Ad Valorem Revenues to pay such principal and interest when due.

If a deficiency of Pledged Revenues exist, the Issuer covenants and agrees to appropriate in its annual budget for each Fiscal Year in which the Note remains outstanding, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest due on the Note in each such Fiscal Year. Such covenant and agreement on the part of the Issuer shall be cumulative and shall continue until all payments of principal of and interest on the Note shall have been budgeted, appropriated and actually paid. The Issuer agrees that this covenant and agreement shall be deemed to be entered into for the benefit of the holders of the Note and that this obligation may be enforced in a court of competent jurisdiction. This covenant and agreement shall not be construed as a limitation on the ability of the Issuer to pledge all or a portion of such Non-Ad Valorem Revenues for other legally permissible purposes. Nothing herein shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage upon any assets owned by the Issuer and no person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer for the payment of the Issuer's obligations hereunder. The Note shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of the Constitution of the State of Florida, and no Holder or Holders of any Note issued hereunder shall ever have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation in any form of any real or personal property therein. The obligation of the Issuer to appropriate Non-Ad Valorem Revenues shall be subject in all respects to the obligation of the Issuer to provide for essential governmental services and further shall be subject to the provisions of Section 166.241, Florida Statutes. Notwithstanding any provisions of this Resolution to the contrary, the Issuer shall not be obligated to exercise ad valorem taxing power to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or other Non-Ad Valorem Revenues.

The Pledged Revenues shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and is in all respects valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

The Issuer covenants that it will take all actions necessary to receive Grant Receipts,

and will not take any action which will impair or adversely affect its receipt of such Grant Receipts.

SECTION 15. GENERAL AUTHORIZATION. The Town Mayor, the Town Manager, the Town Clerk or any other appropriate officers of the Issuer are hereby authorized and directed to execute any and all certifications or other instruments or documents which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution, the Commitment or any other document referred to above as a prerequisite or precondition to the issuance of the Note and any such representation made therein shall be deemed to be made on behalf of the Issuer.

All action taken to date by the officers of the Issuer in furtherance of the issuance of the Note is hereby approved, confirmed and ratified.

SECTION 16. HOLDER NOT AFFECTED BY USE OF PROCEEDS. The Note Holder shall have no responsibility for the use of the proceeds thereof, and the use of such proceeds by the Issuer shall in no way affect the rights of such Note Holder. The Issuer shall be irrevocably obligated to pay the principal of and interest on the Note and to make all other payments provided for herein from Pledged Revenues notwithstanding any failure of the Issuer to use and apply such proceeds in the manner provided herein.

SECTION 17. SALE OF THE NOTE. The Note is hereby sold and awarded to Northern Trust Company, an Illinois banking corporation, at the price of par and the Town Mayor and the Town Clerk are hereby authorized to execute and deliver the Note in the form set forth herein, receive the purchase price therefor and apply the proceeds thereof to the Project, without further authority from this body. The Town Mayor and the Town Clerk are authorized to make any and all changes on the form of the Note which shall be necessary to conform the same to the Commitment. Execution of the Note by the Town Mayor and the Town Clerk shall be conclusive evidence of their approval of the form of the Note. Prior to the issuance of the Note, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, the form of which is attached hereto as Exhibit "B."

SECTION 18. FINANCIAL STATEMENT. The Issuer shall submit annual audited statements within 180 days after the end of the Fiscal Year, together with an annual budget within 30 days of adoption, together with any other information that the Original Purchaser may reasonably request.

SECTION 19. DISCLOSURE UNDER SECTION 218.385. The Issuer has been provided all applicable disclosure information required by Section 218.385, Florida Statutes, the form of which is attached as Exhibit "C".

SECTION 20. TAX COVENANTS. The Issuer covenants with the Note Holder that it shall not use the proceeds of such Note in any manner which would cause the interest on

such Note to be or become includable in the gross income of the Note Holder for federal income tax purposes and the Issuer further covenants with the Note Holder that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Note from the gross income of the Note Holder for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code. The Town Mayor or the Town Manager is hereby authorized to approve and execute such tax certificates as are required by Note Counsel and customarily executed for tax-exempt notes which are necessary to reflect the covenants of the Issuer as provided in this Section.

SECTION 21. COVENANTS. A. The Issuer shall meet a minimum annual Debt Service coverage ratio of 1.00x. Debt Service shall be measured as Issuer's total operating revenues less Issuer's total operating expenses exclusive of interest on debt, divided by annual debt service on debt obligations, including the Note.

B. The Issuer shall not obtain additional financing secured by the Pledged Revenues without the prior written consent of the Note Holder.

SECTION 22. EVENTS OF DEFAULT; REMEDIES OF HOLDER. The following shall constitute Events of Default: (i) if the Issuer fails to pay any payment of principal of or interest on the Note within [15] days after the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution (other than set forth in (i) above) and fails to cure the same within thirty (30) days following written notice; (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undischarged or undischarged; or (iv) any Default of payment of principal or interest on any other debt that is not within 30 days on other Debt.

Upon the occurrence and during the continuation of any Event of Default, the Holder may, either at law or in equity, by suit, action, mandamus or other proceeding (including specific performance) in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer or by any officer thereof, including, declaring the entire indebtedness evidenced by the Note to be immediately due and payable and it shall be due immediately. In any such default, the Issuer shall also be obligated to pay an amount equal to the Default Rate and pay as part of the indebtedness evidenced by the Note, all costs of collection and enforcement hereof, including such reasonable attorneys' fees as may be incurred, including on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist.

If any payment of principal of or interest on this Note is not received by the Note Holder within ten (15) days after it is due, then, in addition to any other amounts due and owing hereunder, the Issuer shall pay a late payment charge of five percent (5%) of the overdue amount of such payment that is due.

SECTION 23. NO THIRD PARTY BENEFICIARIES. Except such other persons as may be expressly described herein or in the Note, nothing in this Resolution, or in the Note, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer and the Note Holder any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Note, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Note Holder.

SECTION 24. NO PERSONAL LIABILITY. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the Issuer or agent or employee of the Issuer in his individual capacity, and neither the members nor any officer or employee or agent of the Issuer nor any official executing the Note shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of any acts of commission or omission in the performance of any obligation under the Resolution or the Note.

SECTION 25. WAIVER OF JURY TRIAL. To the extent permitted by law, the Issuer knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of the Resolution or the Note, including any course of conduct, course of dealings, verbal or written statement or actions or omissions of any party which in any way relates to the Note or this Resolution.

SECTION 26. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Note issued hereunder.

SECTION 27. REPEALING CLAUSE. All Resolutions or Resolutions, or parts thereof, of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 28. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption hereof.

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 Amy Isackson-Rojas	_____
Councilmember Kenneth Bernstein	_____
Councilmember Bernard Einstein	_____
Councilmember Judy Lusskin	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 24<sup>th</sup> day of April, 2012.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
LISSETTE PEREZ  
INTERIM TOWN CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



EXHIBIT "A"

FORM OF NOTE

ANY HOLDER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A PURCHASER'S CERTIFICATE CERTIFYING, AMONG OTHER THINGS, THAT SUCH HOLDER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATED THEREUNDER.

No. R-1 Not to exceed revolving amount  
\$2,000,000

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE  
TOWN OF GOLDEN BEACH  
GRANT ANTICIPATION NOTE, SERIES 2012B

<u>MATURITY DATE</u>	<u>INTEREST RATE</u>	<u>DATED DATE</u>
Earlier of _____, 2015 or the receipt of all Grant Receipts	Prime Rate minus 1.25%, but not less than 2.00%	April ____, 2012

REGISTERED OWNER: NORTHERN TRUST COMPANY, AN ILLINOIS BANKING CORPORATION

NOT TO EXCEED  
PRINCIPAL AMOUNT: TWO MILLION DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the Town of Golden Beach, Florida (hereinafter called "Issuer"), for value received, hereby promises to pay to the order of the Registered Owner identified above, or registered assigns as herein provided, on the Maturity Date identified above, upon presentation and surrender hereof at the office of the Registrar, initially the Town Clerk, Town of Golden Beach, 1 Golden Beach Drive, Golden Beach, Florida 33160, from the revenues hereinafter mentioned, the principal sums advanced hereunder in an amount not to exceed at any one time of \$2,000,000 in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay, solely from said sources, to the Registered Owner hereof by check mailed to the Registered Owner at his address as it appears on the registration books of the issuer, interest on the principal balance which has been advanced at the Interest Rate per annum set forth commencing from the date of registration and authentication of this Note. If

such rate is not available at such time for any reason, then the rate for that interest period will be determined by such alternate method as reasonably selected by the Registered Owner. The interest rate on this Note is subject to adjustment as provided herein.

Notwithstanding the foregoing, for so long as this Note is owned by Northern Trust Company, an Illinois banking corporation and its successors and assigns (the "Bank"), the principal of and interest on this Note shall be payable to the Bank at such address as is provided by the Bank in writing to the Issuer without presentation of this Note (except with respect to the final payment of principal hereunder).

Interest shall be payable quarterly, commencing on July 1, 2012 and each October 1, January 1, April 1 and July 1 thereafter until the Maturity Date. Principal shall be payable on the Maturity Date stated above.

If for any reason the interest on the Note becomes includable in the gross income of the Note Holder for federal income tax purposes (an "Event of Taxability"), the interest rate on the Note shall increase as of the effective date of such Event of Taxability, to such rate of interest as shall result in the same yield to the Note Holder as the taxable equivalent yield on the Note.

This Note is issued to secure a line of credit in an amount not to exceed \$2,000,000, and the Issuer promises to pay the Registered Owner interest on amounts outstanding from the date funds are advanced at the variable Interest Rate described above, but in no event shall it exceed the maximum interest rate permitted by applicable law. No principal payments are required on this Note prior to the Maturity Date. Advances under this Note, unless an Event of Default, or event that with the giving of notice or the passage of time would constitute an Event of Default, then exists, may be made at any time and such Advances shall occur by wire transfer at no cost to the Issuer. The Registered Owner shall fund such Advance request upon receipt of a properly completed requisition.

The Note shall be subject to redemption, in whole or in part, prior to its maturity at the price of par plus interest accrued to the date of redemption.

Notice of optional redemption shall be given in the manner required by the Resolution described below.

This Note in the aggregate principal amount of \$2,000,000 is issued to finance the Project, in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Part II, Florida Statutes, and Resolution No. \_\_\_ duly adopted by the Issuer on \_\_\_, 2012 (the "Resolution"), and is subject to all the terms and conditions of such Resolution. All capitalized undefined terms used herein shall have the meaning set forth in the Resolution.

This Note is payable from and secured by Pledged Revenues, all as described in the

Resolution. If the Pledged Revenues are not sufficient to pay the Note when due the Issuer shall covenant to budget and appropriate sufficient Non-Ad Valorem Revenues to pay such principal and interest when due.

If the date for payment of the principal of or interest on the Note is a Saturday, Sunday or legal holiday in the State of Florida, then the date for such payment will be the next day which is not a Saturday, Sunday or legal holiday, and payment on such date will have the same force and effect as if made on the nominal date of payment.

Upon the occurrence and during the continuation of any Event of Default, the Holder may, either at law or in equity, by suit, action, mandamus or other proceeding (including specific performance) in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer or by any officer thereof, including, declaring the entire indebtedness evidenced by the Note to be immediately due and payable and it shall be due immediately. In any such default, the Issuer shall also be obligated to pay an amount equal to the Default Rate and pay as part of the indebtedness evidenced by the Note, all costs of collection and enforcement hereof, including such reasonable attorneys' fees as may be incurred, including on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist.

If any payment of principal of or interest on this Note is not received by the Note Holder within ten (15) days after it is due, then, in addition to any other amounts due and owing hereunder, the Issuer shall pay a late payment charge of five percent (5%) of the overdue amount of such payment that is due

This Note does not constitute a general indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and it is expressly agreed by the Holder of this Note that such Holder shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment of the principal of and interest on this Note or the making of any other payments provided for in the Resolution. The Issuer shall not be obligated to pay the Note from any revenues, except the Pledged Revenues, and that neither the faith and credit nor the taxing power of the Issuer or the State of Florida or any political subdivision thereof is pledged to the payment of the principal of, or the interest on, the Note.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Note of this issue does not violate any constitutional, statutory, or charter limitation or provision.

This Note is and has all the qualities and incidents of a negotiable instrument under Article 8 of the Uniform Commercial Code, the State of Florida, Chapter 678, Florida Statutes.

The transfer of this Note is registerable by the Registered Owner hereof in person or by his attorney or legal representative at the principal office of the Registrar but only in the manner and subject to the conditions provided in the Resolution and upon surrender and cancellation of this Note.

This Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Town of Golden Beach, Florida has issued this Note and has caused the same to be signed by the Town Mayor and attested to by the Town Clerk, and its seal or facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Dated Date.

TOWN OF GOLDEN BEACH, FLORIDA

(SEAL)

\_\_\_\_\_  
Town Mayor

ATTESTED AND COUNTERSIGNED:

\_\_\_\_\_  
Town Clerk

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes issued under the provisions of the within mentioned Resolution.

Town Clerk  
Registrar, as Authenticating Agent

Date of Authentication:

By: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_, 2010

ASSIGNMENT AND TRANSFER

For value received the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Please insert Social Security or other identifying number of transferee) \_\_\_\_\_ the attached Note of the Town of Golden Beach, Florida, and does hereby constitute and appoint \_\_\_\_\_, attorney, to transfer the said Note on the books kept for registration thereof, with full power of substitution and in the premises.

Date: \_\_\_\_\_

Signature Guaranteed by:

[member firm of the New York Stock Exchange or a commercial bank or trust company.]

By: \_\_\_\_\_

Title: \_\_\_\_\_

NOTICE: No transfer will be registered and no new Note will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever, and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

EXHIBIT "B"

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Northern Trust Company, an Illinois banking corporation (the "Purchaser") has not required the Town of Golden Beach, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the not to exceed \$2,000,000 Grant Anticipation Note, Series 2012B (the "Note"), and no inference should be drawn that the Purchaser, in the acceptance of said Note, is relying on Note Counsel or Issuer's Counsel as to any such matters other than the legal opinion rendered by Note Counsel, Bryant Miller Olive P.A. and by Issuer's Counsel, Stephen Helfman, Esq. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a Resolution adopted by the Issuer's Town Council on \_\_\_\_\_, 2012 (the "Resolution").

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Note as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the Note may not be transferred except to a bank, savings association, insurance company or other "accredited investor" as described below.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2012.

NORTHERN TRUST COMPANY, AN  
ILLINOIS BANKING CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT "C"

FORM OF DISCLOSURE STATEMENT

NOT TO EXCEED \$2,000,000  
TOWN OF GOLDEN BEACH, FLORIDA  
GRANT ANTICIPATION NOTE, SERIES 2012B

Town of Golden Beach  
Golden Beach, Florida

Ladies and Gentlemen:

In connection with the proposed issuance by the Town of Golden Beach, Florida (the "Issuer") of the not to exceed \$2,000,000 aggregate principal amount of the issue of note referred to above (the "Note"), Northern Trust Company, an Illinois banking corporation, Miami, Florida (the "Purchaser") has agreed to purchase the Note.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(6) and (2), Florida Statutes, as amended, certain information in respect to the arrangement contemplated for the underwriting of the Note as follows:

(a) The nature and estimated amount of expenses to be incurred by the Purchaser and paid by the Purchaser in connection with the purchase and reoffering of the Note are set forth on Schedule I attached hereto.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

(c) The amount of underwriting spread, including the management fee, expected to be realized is as follows:

NONE

(d) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Note to any person not regularly employed or retained by the Purchaser (including any "finder", as defined in Section 218.386(1)(a), Florida Statutes, as



amended), except as specifically enumerated as expenses to be incurred and paid by the Bank, as set forth in Schedule I attached hereto.

(e) The name and address of the Purchaser is set forth below:

Northern Trust Company, an Illinois banking corporation  
700 Brickell Avenue, Floor#8  
Miami, Florida 33131

(f) The Issuer is proposing to issue the Note for the purpose of providing funds that, together with other available funds of the Issuer will be used to finance the Project, as defined in the Issuer's Resolution dated \_\_\_\_\_, 2012 (the "Resolution"). The Note is expected to be repaid no later than \_\_\_\_\_, 2015. At an assumed rate of interest of \_\_\_\_\_%, total interest to be paid on the Note will be not more than \$\_\_\_\_\_.

(g) The source of repayment or security for the Note is the proceeds to be derived from Pledged Revenues, as described in the Resolution of the Issuer. If such Pledged Revenues are insufficient to make such payment when due, the City will covenant to budget and appropriate Non-Ad Valorem Revenues to make such payment when due. The issuance of the Note will result in \$\_\_\_\_\_ of Pledged Revenues not being available to finance other services of the Issuer during the life of the Note.

We understand that you do not require any further disclosure from the Purchaser, pursuant to Section 218.385(6) and (2), Florida Statutes, as amended.

Very truly yours,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

SCHEDULE I

Estimated Fees

Bank's Counsel Fee \$\_\_\_\_\_

EXHIBIT "D"

COMMITMENT LETTER

EXHIBIT "E"

FORM OF REQUISITION CERTIFICATE

TO: NORTHERN TRUST COMPANY, AN ILLINOIS BANKING CORPORATION  
("BANK")  
FROM: TOWN OF GOLDEN BEACH, FLORIDA ("ISSUER")  
SUBJECT: NOTE DATED AS OF THE \_\_\_\_ DAY OF APRIL, 2012

Requisition No.: \_\_\_\_\_  
Amount Requested: \$\_\_\_\_\_

1. The Issuer hereby certifies that proceeds from this Requisition have been or will be used for lawful purposes for the Project (as defined in the Resolution of the Town of Golden Beach, Florida, adopted on April 24, 2012 relating to the above referenced Note (the "Resolution")) and has not been the basis of any previous disbursement;

2. The monies requested thereby are not greater than those necessary to meet obligations due and payable or to reimburse the Issuer for funds actually advanced for costs of the Project.

3. The Issuer hereby certifies that no Event of Default, or event that with the giving of notice or the passage of time would constitute an Event of Default, exists.

4. Unless otherwise noted, all capitalized terms herein shall have the meanings assigned to them in the Resolution.

5. The Issuer hereby instructs the Bank to fund an advance in the amount of \$\_\_\_\_\_ and send the money to [insert wire or deposit instructions]. **Any request for a wire shall be made prior to 3:00 p.m. and submitted along with the attached wire transfer form.**

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOWN OF GOLDEN BEACH, FLORIDA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Wire Transfer Instructions

Table with 3 columns: US Dollar Amount \$, Foreign Amount, Currency Type; Value Date, Exchange Rate, US Equivalent; Correspondent Charges: Share Cost (SHA), Charge Originator (OUR), Deduct From Beneficiary Proceeds (BEN)

ORIGINATOR (CLIENT) INFORMATION

Account To Debit:
Debit Party Name:
Debit Party Address:

BENEFICIARY ACCOUNT INFORMATION

Beneficiary Account Number:
Beneficiary Name:
Beneficiary Address:

BENEFICIARY BANK INFORMATION

Beneficiary Bank Routing # or SWIFT:
Beneficiary Bank Name:
Beneficiary Address (City, State, Country)

ADDITIONAL INFORMATION

Bank to Bank Information:
Originator to Beneficiary Information:

PAY THROUGH BANK

Pay Through Bank Routing # or SWIFT:
Bank Name & Address:

1st INTERMEDIARY BANK

Intermediary Bank Routing # or SWIFT:
Bank Name & Address:

I authorize Northern Trust to perform the wire transfer as specified above.

Client Signature: Date:

VERIFICATION SECTION

Date: Transaction Requested By: Cost Center:

Method Received: In Person Phone Email Fax Letter Voice Recognized <= \$10,000 Repetitive Code:

Sole Receiver: LAN ID: Signature:

Initiator: LAN ID: Signature:

Approver: LAN ID: Signature:

Authenticator: LAN ID: Signature:

Call Back - Identified By: Voice Recognition MI Password Security Questions Client Recited Transaction Data: Yes Security Questions Asked (if selected)

Call Back To: Date /Time: Phone #: On File:

Call Back Exception Approval: LAN ID: Signature:

Accessible Balance: \$ OD/UAF Balance (with Request) \$

Reference Number(s): Rev 10/2010